

COLLECTIVE AGREEMENT

BETWEEN:

FirstCanada ULC

AND

**AMALGAMATED TRANSIT UNION
LOCAL 1722**

April 1, 2016 – March 31, 2019

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COLLECTIVE AGREEMENT

BETWEEN:
FirstCanada ULC
(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AMALGAMATED TRANSIT UNION, LOCAL 1722
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSED: that the parties mutually agree as follows

SECTION 1 DURATION

The following wage schedules and working conditions shall be binding upon the parties and shall be in force and shall govern all employees of the Company referred to herein for a period commencing **April 1st, 2016 and ending March 31, 2019** and thereafter unless and until it is reopened and amended as provided for in Section 45, Section 46 (1 and 4) and Section 50 (1 and 4 excluding 2 and 3) of the Labour Relations Code of British Columbia.

SECTION 2 COLLECTIVE BARGAINING COMMENCEMENT

Collective bargaining shall commence under the conditions laid down in Section 47 of the Labour Relations Code of British Columbia.

Notice Prior To Bargain

Either party to this Collective Agreement, may, at any time within four (4) months immediately preceding the date of expiry of the Agreement, by written notice, require the other party to the Agreement to commence collective bargaining. Where no notice is given, both parties shall be deemed to have given notice under this section ninety (90) calendar days prior to the date of the expiry of this Agreement.

Where notice to collective bargaining has been given, the parties to the collective agreement shall within ten (10) days after the date of notice, commence to bargain collectively in good faith and shall make every reasonable effort to conclude a Collective Agreement or a renewal or revision thereof.

SECTION 3 RECOGNITION OF THE UNION

The Company recognizes the Amalgamated Transit Union, Local 1722 as the exclusive bargaining agency for all employees referred to herein and agree to deal with the Union Representatives and/or committees on all matters affecting wages, hours of work, working conditions and grievances.

The Company agrees that all employees affected by this Agreement, shall within one (1) month after appearing on the payroll, become and thereafter remain members in good standing of the Union, as a condition precedent to their continued employment with the Company.

Each new employee hired by the company will, within the training period, be introduced to the appropriate union representative. Wherever possible such introduction will be in a group/classroom setting with all students in attendance. The Union Representative will be compensated with one hour of pay for this meeting

Recognizing that there are four groups of employees (conventional, custom, maintenance and clerical) covered by this agreement and that the terms and conditions of employment are unique and require specific reference. It is agreed that this agreement shall apply generally to all employees except for a separate section identified as the custom section shall apply to the custom employees only and Section 31 shall apply to shop employees only. In the event a conflict of terms or application arises, as to what parts of the collective agreement applies to which group, during the term of this agreement it is agreed that the parties will address the conflict and will resolve that conflict keeping in mind fairness and prior practice.

The employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced, against any employee because of their connection with trade union organizations or activities.

SECTION 4 MUTUAL RESPONSIBILITY & WORDS IN CONTEXT

A) PURPOSE AND INTENT OF THIS AGREEMENT

The Company and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Company and the Union, to promote efficiency and service and to set forth herein the basic agreements and understanding covering rates of pay, hours of work, grievance procedures and conditions of employment.

Wherever the singular or masculine is used throughout this Agreement the same shall be construed as plural or feminine or body corporate or politic where the context of the parties hereto so require.

B) SAFETY, SAFE WORKING PRACTICES

Both parties recognize the importance of safe working practices as applied both to the clients of the service and to the employees. In order to foster safety, the parties agree to the following:

An employee shall not be required to drive a vehicle which is unsafe. Employees must follow the procedures laid down by the Company for reporting vehicles in need of maintenance.

An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.

The final determination of whether a vehicle is safe rests with the regulations pursuant to the Workers' Compensation Act or as determined by both a Union and Employer's Representative

of the Safety Committee. Where the two representatives of the Safety Committee are unable to reach agreement on the safety of a vehicle, they may call on a mechanically qualified WCB Inspector, or others, to make a final determination.

Drivers shall be automatically relieved with pay after an assault or incident / accident that causes trauma.

C) HARASSMENT

The Company and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Company and the Union will not condone any improper behavior on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- religion or creed
- family status
- sex, including pregnancy
- age
- marital status
- source of income
- physical or mental disability
- membership or activity in a Union

Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behavior by a person, that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the British Columbia Human Rights Code shall also apply.

It is agreed that an appointed Union Representative to a Harassment Committee will be paid one hundred percent (100%) by the Company for lost time (minimum one (1) hour to a maximum of four (4) hours on each incident).

D) SURVEILLANCE CAMERAS / IN VEHICLE MONITORING SYSTEM

The installation of surveillance cameras/**IVMS** is a measure towards improving the safety of our employees, customers, and protection of property.

The parties agree no recording shall be used by any manager against any ATU member for the purpose of finding misconduct or issuing discipline, referred to by the parties as "targeted surveillance" or monitoring an ATU member's performance, except where there is an initiated event such as a complaint, collision, or incident.

If management determines to review a recording under such circumstances, management will first review the recording to determine if there appears to be a basis for potential discipline. If management determines there may be a basis for discipline, they will notify the Union President / Business Agent and provide a copy of any initiating documentation and permit the Union

President / Business Agent or designee to independently review the recording. Following this review, management and the Union President / Business Agent or designee may jointly review and discuss the recording.

Any finding of misconduct or discipline based on such a review must be related to the specific incident which was the subject of the complaint, collision or incident.

SECTION 5 PROBATIONARY PERIOD FOR EMPLOYEES

- A) Each new employee shall be placed on probation for four hundred eighty (480) hours of actual work, excluding the training program. Casual employees promoted to a full time or regular part time (custom) position in the same classification shall be recognized for prior service and if they have completed four hundred eighty (480) hours in the same classification as a casual they will be deemed to have successfully completed their probationary period.
- B) New full time or regular part time employees shall be eligible for benefits upon completion of their four hundred eighty (480) hour probationary period.
- C) Casual employees who have successfully completed their four hundred eighty (480) hour probationary period and are promoted to full time or regular part time (Custom) shall be eligible for benefits upon completion of three hundred twenty (320) worked hours and their vacation entitlement shall be calculated from the date that he/she was promoted to full time or regular part time with no credit for past service. That is, time from part time to full time shall not be compounded.
- D) Employees who are promoted to, or transfer to another classification and are on benefits shall retain their benefits and vacation entitlement earned according to their full time or regular part time seniority.

SECTION 6 CHECK-OFF

The Company agrees to check-off from the pay of each employee, who has so authorized in writing, all dues, fines and assessments as may be levied from time to time on any member, as a matter of Union Policy, providing the Union notified the Company in writing of this Policy. The Company agrees to forward such amounts to the Financial Secretary, or to a designated Officer of the Union, not later than the fifteenth (15th) day of each month following the month of collection.

SECTION 7 GRIEVANCE PROCEDURE

"Grievance" means any difference between the parties concerned in the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter can be the subject of the grievance procedure.

"Officer of the Union" shall include any elected Officer of the Union.

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in the paragraphs below without interference with or stoppage of work on the part of either party to this agreement.

Either party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure then the grievor shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each step. By mutual agreement between the Company and the Union, the processing of any grievance may begin at the final step.

The Company agrees that at a stage two (2) grievance meeting only, it shall pay for one (1) Union Representative a maximum of two (2) hours pay at straight time rates.

The successive steps of the grievance procedure are:

STEP ONE

The employee and /or a union representative may, within ten (10) days of the action on the part of the Company, which led to the dispute or complaint, grieve the matter orally to the Supervisor. This grievance must be answered within seven (7) days of receipt of the grievance.

STEP TWO

If the grievance is not satisfactorily settled at Step One, the Union Representative shall submit the grievance, in writing, to the General Manager or designate within the next twenty one (21) calendar days. The grievance must be answered within ten (10) calendar days of receipt of the grievance.

STEP THREE

Failure to resolve the grievance at step two and Prior to step four, the grievance will be brought to the RVP or Superior of the General manager within (7) calendar days for review and will have (10) days to respond to the grievance.

STEP FOUR

Failing settlement at Step three, the grievance may be, within thirty (30) calendar days of receiving notice that the grievance has been denied at Step Three, referred to arbitration as herein provided.

In the event a grievance is initiated by the Company, the Company shall notify the Union, in writing, of the nature of the dispute, and such notice shall be given within seven (7) calendar days of the circumstances giving rise to the dispute unless the parties agree to an extension of time. Failing settlement within ten (10) calendar days of receipt of notice, unless an extension of time is mutually agreed to, the dispute may be referred to arbitration as herein provided.

If a grievance has not advanced to the next step within the time provided, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure in respect of that complaint shall be at an end. Time limits can be extended by written mutual agreement.

The procedure to be followed in this fourth step is as follows:

SINGLE ARBITRATOR

In the event that a grievance is to be adjudicated by a single arbitrator, the parties shall attempt to agree on naming the arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration. If an appointed arbitrator refuses to act, is incapable of acting or dies, and the submission does not indicate to the contrary, a new arbitrator may be appointed.

If the parties do not agree on the appointment of an arbitrator or of a new arbitrator, a party may serve the other party with a written notice to agree in the appointment of an arbitrator or a new arbitrator, and if the other party does not agree within seven (7) calendar days after the said notice has been served, then on application by the party who gave the notice, the Minister of Labour shall appoint an arbitrator who has the same powers to act in the reference and make an award as if he had been appointed by consent of the parties.

The arbitrator shall proceed as soon as practical to examine the grievance and render his judgment and his decision shall be final and binding upon the parties and upon any employee affected by it.

ARBITRATION BOARD

If a grievance is to be adjudicated by an arbitration board of three (3) members, the grieving party shall notify the other party in writing of its desire to submit the grievance to an arbitration board and the notice shall contain the name of the grieving parties appointed to the board.

The recipient of the notice shall within fifteen (15) days advise the other party of the name of its appointee to the board. The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be Chairperson. If the two arbitrators fail to appoint a third arbitrator, any party may serve the arbitrators with a written notice to appoint or concur in the appointment of a third arbitrator.

If any appointment is not made pursuant to the said notice within seven (7) clear calendar days after the notice is served, then the party who gave the notice may make application to the Minister of Labour and the Minister shall appoint a third arbitrator who has the same power to act in the reference and make an award as if he had been appointed by the parties or by the arbitrators respectively and by consent of all parties.

The arbitration board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the parties and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is not majority decision, then the Chairperson shall decide.

COSTS

Each party shall pay the fees and expenses of its appointee to any arbitration board and on-half the fees and expenses of the Chairperson or single arbitrator as the case may be. The expenses will include any disbursements incurred by the arbitrators during their proceedings.

DECISION

Any decision rendered by an arbitrator or arbitration board shall not alter, amend, add to or vary the terms of this collective agreement.

EXPEDITED PROCEDURE

Section 104 of the Labour Relations Code whereby Expedited Arbitration may be used by either party.

SECTION 8 LEAVE OF ABSENCE - FULL TIME and REGULAR PART-TIME EMPLOYEES

LEAVE OF ABSENCE - FULL TIME

- A) Any employee who is elected or appointed to serve as full-time Officer of the Amalgamated Transit Union, Local or ATU Canada, International Union, any Federation of Labour, Labour Congress or Labour Council, or any elected political office in the Municipal, Provincial or Federal Governments will be placed on a leave of absence with the time involved considered as a service with the Employer. On conclusion of such leave of absence, an employee shall return to the job classification he previously held without loss of accredited service as if he/she had continued to work in the position and shall retain his/her seniority and all benefits of an active employee subject to the employee paying both the employees and the employers share of these benefits.

- B) Officers of the Union shall be granted leave of absence on Union business insofar as the regular operation of the service will permit and shall be given precedence over any other application for leave on the same day.
- C) Leave of absence for all employees engaged in Union work will have precedence over all other applications. Any employee elected to office in the Union which requires his absence from the Company's employ shall retain his seniority and all benefits of an active employee subject to the Union paying both the employee and employer's share of these benefits and upon his retirement from such work will return to the Company's employ.
- D) **(1) Any leave of absence of 3 days or less shall be granted insofar as the proper operation of the service will permit.**
(2) Provided service requirements permit, employees shall be granted a leave of absence on application to their respective supervisor or manager where such leave of absence request is more than 3 days but does not exceed 14 days. Leave of absence shall be requested after vacation banks are allocated. This does not apply to Union request as per C above. The restriction around "service requirements" shall be defined as a minimum availability of seventy-five percent of the workforce. If the number of drivers unavailable for any reason, including but not limited to vacation, leaves of absence, sickness or disability, etc, exceeds twenty five percent, then the Company shall not be obligated to approve any request for a leave of absence.
- E) **No leave of absence for more than 14 days will be recognized unless jointly approved by the company and the Union. The request for leave of absence shall be submitted to the company no earlier than 14 days and no later than 72 hours prior to the commencement of any leave of more than 14 days. Any request submitted outside of the timelines will not be accepted unless special consideration is given. Leaves of absence for sick leave may be extended by mutual consent of the parties. Leave granted for business of the union shall not be included in the foregoing. Requests for leaves of absence will not be accepted for employment outside the company.**
- F) Family Responsibility Leave to comply with the Employment Standards Act, Part 6, Sections 52. An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to: (a) the care, health or education of a child in the employee's care or (b) the care or health of any member of the employee's immediate family **including step parents and step children of the employee.**
- G) Pregnancy and Parental Leave to comply with the **BC** Employment Standards Act. This leave may be extended if the child requires an additional period of parental care. An employee returning to work from maternity, paternity or parental leave shall be reinstated to the position he/she held at the time he/she sent on leave without loss of seniority.

SECTION 9 RULES AND REGULATIONS GOVERNING EMPLOYEES

- A) The management and operation of the Company and the direction of the work force shall remain the exclusive function of the Company. All employees shall be governed by the rules and regulations established from time to time by the Company and shall also strictly observe all special orders bulletined by the employer, if not contrary to the provisions of the collective agreement. Any amendment or addition to the Policy & Procedure Manual shall in addition to being posted on the Company bulletin board is to be sent to all employees who shall receive a copy of same with their pay advice.

- B) Instructions or any orders conveyed verbally by the Company, provided those instructions are not contrary to the Collective Agreement shall be strictly observed by all employees.

SECTION 10 COMPLAINTS TO BE IN WRITING

All complaints resulting in the disciplinary action of an employee must be in writing and shall be forwarded within seven (7) days to the union except in any case where, in the opinion of the Company, a violation of duty constitutes an offense under any applicable law.

EMPLOYEE RECORDS

No disciplinary notation will be entered into an employee's record without the concerned employee being so advised. An employee and/or a Union representative shall have the right to view the employee's entire record upon giving one (1) working day notice to the Company, subject to provincial and federal privacy legislation. **Information protected under the Privacy Act will be exempt from disclosure to the Union.**

Provided that there have been no further offenses, any reference to discipline shall be removed from an employee's file after twenty four (24) months. All written complaints by the Company against employees shall be copied to the Union.

SECTION 11 PROMOTIONS

- A) Promotions and staff changes, for worked performed by bargaining unit employees, are at the Company's absolute discretion and shall be made on the basis of skill, knowledge and ability. Where two or more applicants are considered by the Company, as equal, seniority shall apply as per Section 17 Seniority. The Company will provide notice to the Union prior to implementation of promotions.
- B) When job vacancies occur, they shall be posted for seven (7) consecutive days, on bulletin boards, in order that employees may apply and subject to Section 5.

SECTION 12 PAYMENT OF WAGES

All employees shall be paid bi-weekly, every second Thursday, where possible, but no later than every second Friday. Company will implement details of bank-time and sick credits to be available on pay stubs.

If an error in the payment of wages in excess of twenty-five (\$25.00) occurs, through no fault of the employee, the employee will be made whole within two (2) business days.

SECTION 13 CONCESSIONS

All employees covered by this agreement, shall be entitled to free transportation on regular runs operated by the Company.

BUS PASSES

Employees will be permitted to ride Kelowna Transit free of charge upon presentation of their Employee ID Card.

Upon request, the Company will provide, annually, one (1) bus pass, in the name of the employee, for use by any member of the immediate family. This benefit may be subject to taxation as a taxable benefit as per CRA Regulations.

SECTION 14 DEFINITIONS

CONVENTIONAL

- A) Full time employees are those employees who can sign an index of thirty seven (37) hours or more per calendar week and receive all the benefits provided under this collective agreement. Where any index violates the national Safety Code, the Company and the Union will meet to resolve the issue and the result shall not have any additional financial impact to the Company.
- B) The Company agrees that if an additional index of thirty seven (37) hours or more per calendar week (including mechanical inspection time, and travel time) can be constructed, within a daily twelve (12) hour spread for a five (5) day work week or thirteen (13) hour spread for a compressed work week, the Company shall construct same and post that index for sign up as a full time position.
- C) Casual employees shall be defined as employees who are provided work on a regular or irregular basis and due to insufficient operating hours cannot sign an index of thirty seven (37) hours or more.
- D) Casual employees shall accrue seniority only for the purpose of promotion to full time positions within the Company and shall be determined from the date of hire in their respective classification. Casual employees shall only have rights under this agreement that are outlined in Section (7) (Grievance Procedures), (as per Section 41) and specified by referencing casual employees in the agreement.

CUSTOM

- A) Full time employees shall be defined as all those employees who are regularly scheduled for a minimum of thirty seven (37) hours per calendar week. All regularly scheduled work in excess of 37 hours shall be paid a minimum of 40 hours per calendar week.
- B) Regular part time employees are those who have regularly scheduled hours of twenty (20) or more hours per week.
- C) Casual employees are those employees who are on an "as" and "when" required basis and shall accrue seniority only for the purpose of promotion to full time or regular part time positions within the Company and shall be determined from the date of hire in their respective classification. Casual employees shall only have rights under these agreements that are outlined in Section (7) (Grievance Procedures,) Section (41) and specified by referencing casual employees in the agreement.

SECTION 15 STATUTORY HOLIDAYS

- A) The following Statutory Holidays shall be recognized during the life of this agreement and paid for in accordance with this Section.

NEW YEARS DAY
GOOD FRIDAY
EASTER MONDAY
VICTORIA DAY
LABOUR DAY
CANADA DAY

THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY
B.C. DAY
FAMILY DAY

- B) All employees to receive Statutory Holiday pay after thirty (30) days of employment. All full-time employees shall receive a full day's wages (MAXIMUM eight (8) HOURS) for any of the above-mentioned holidays.
- C) The Company agrees to include any further day declared or gazetted by either the Provincial Government of B.C. or the Federal Government. Any employee whose regular day off falls on any of the aforementioned holidays, shall be given an additional day off with pay in lieu thereof; in the pay period in which such holiday falls.
- D) An employee shall be eligible for statutory holiday pay. He shall not be eligible when a statutory holiday falls during any of the following periods of absence:
 - paid bereavement leave
 - absence due to sickness or non-occupational injury
 - workers' compensation absence
 - any absence without the Company's approval

In no instance will an employee receive, for the same day, both statutory holiday pay and workers' compensation, bereavement pay or payments under the Sickness Protection Plan.

- E) An employee on annual vacation during or over a particular statutory holiday shall receive a day off with pay, plus his regular annual vacation.
- F) Employees working less than an average forty (40) hours per week shall receive Statutory Holiday pay as per The Employee Standards Act and its Regulations except that the number of required working days shall be based on ten (10) days and not fifteen (15) days as provided in the Act.
- G) An employee who works a Statutory Holiday will be paid as per the Employment Standards Act. Part 5. Section 46. (One and one half (1½ x) times the employee's regular wage for the time worked up to eleven (11) hours, and double (2x) the employee's regular wage for any time worked over eleven (11) hours. In addition, any employee who works a Statutory Holiday may elect to take the days statutory holiday pay or take a day off in lieu to be tied in with his/her days off, subject to being agreeable to the Company.
- H) For all Statutory Holidays the sign-up sheet shall be posted for a period of twenty one (21) calendar days prior to the holiday: ten (10) calendar days to indicate employee availability; one (1) calendar day for dispatch to compile a sign-up sheet; seven (7) calendar days to sign the run sheet in order of seniority. The sheet is to be finished and posted for viewing three (3) calendar days prior to the holiday.
- I) Eligible employees working ten (10) hour shifts will receive eight hours statutory holiday pay for a holiday that falls on the employee's scheduled day off. Should the holiday fall on a regularly scheduled ten hour workday and the employee is not required to work, payment shall be for ten hours.

SECTION 16 REDUCTION IN THE WORK FORCE

- A) When employees are laid off because of slack work, employees who have not established seniority shall be laid off first, efficiency prevailing. On further reduction, employees will be laid off in classifications on a seniority basis allowing the employees to work in other classifications where they have established seniority. Any full time employee(s) affected by a work shortage shall have priority to available work, which would otherwise be assigned to a casual employee.

- B) When a fulltime employee is laid off they shall retain their full benefits for six (6) months from date of lay off provided that they are able to maintain full time hours as per Section 14.
- C) Employees furloughed on account of reduction in the work force will be privileged to work elsewhere and retain their seniority. They must maintain on record with the Company, their correct mailing address. Employees will be called back to the service in their seniority order according to the following procedure:

The Company will advise each employee to be re-called by registered mail, return receipt requested, or by telegram. A copy of such re-call notice will be furnished to the Local Union. An employee receiving notice of re-call will immediately acknowledge receipt of same by registered mail, return receipt requested, or by telegram which date will be within ten (10) days of re-call notice. Employees having other employment being re-called for short periods of work will be given permission to reject same without loss of seniority if sufficient men are available. Furloughed employees failing to comply with these regulations will forfeit their seniority rights and will no longer be considered employees of the Company. After an employee has been laid off for a period of eighteen (18) months, that employee will be taken off the seniority list and the Company will have no further obligation of recall or rehire.

SECTION 17 SENIORITY

There shall be three (3) types of seniority; namely, Full time Company Seniority, Classification Seniority and Casual Seniority.

Full-time company seniority shall be determined by an employee's first date of hire into a full-time position in their respective classifications.

Classification seniority shall be determined by the length of service within a classification as described in SECTION 25.

Casual seniority shall accrue from date of hire and only for the purposes of applying for a full-time position as per Section 41 in their respective classifications.

- A) It is agreed that seniority for holidays and choice of work is accepted by the Company as established by the Union. Separate seniority lists for full time and casual employees shall be maintained in all classifications.
- B) A list of starting dates of employees to be provided to the Union.
- C) Full time and regular part time employees seniority with the Company shall begin from his/her starting date (first day of work) within the classification affected and shall be conditional upon his/her continuous service in that classification. If an employee changes classification within the Company's employ, the employee shall retain his/her compiled years of service within that Company (only applies to benefits).
- D) Each employee may exercise his/her seniority within his/her own classification and location.
- E) The Company will post seniority lists for each classification within five (5) working days of any changes.

JOB POSTINGS / FILLINGS

- F) Employees shall have the opportunity to apply for any job opening covered by this agreement and shall be entitled to receive an offer of employment for the new job, if in the opinion of the Company that employee has the ability and qualifications to perform the new job or with minimum training could become qualified within twenty (20) days of actual work, for the new job before any outside applicants are sought.

- G) An employee promoted or transferred to another classification shall be on probation period for three hundred twenty (320) hours during which their performance in the position will be evaluated. In the event the employee is deemed unsatisfactory during the three hundred twenty (320) hour probationary period the Company agrees to inform the Union and provide them an opportunity to discuss its reasons before the employee reverts to their previous position.
- H) Job vacancies shall be posted on bulletin boards for seven (7) consecutive days in order that employees may apply, except that the Company may temporarily assign an employee to the posted position before the posting expires. Should internal candidates apply this temporary assignment will not exceed fifty (50) calendar days.
- I) A promoted or transferred employee shall have the right upon written notice to the Company and the Union to return to their previous position during the three hundred twenty (320) hour probationary period, provided that they may be required to remain in their new position until a suitable replacement is appointed.
- J) If no applications are received from full time employees, casual employees shall have first choice of the full time position offered before applications from outside the company are accepted and acted upon.
- K) When a full time employee moves from one classification to another he shall go to the bottom of the seniority list in his new classification, but will retain the seniority earned in his previous classification for layoff purposes. Seniority earned in a previous classification shall be retained for the purpose of re-entering that classification. He shall retain his full-time seniority for benefit purposes.
- L) When a full time employee is laid off due to a lack of work, he/she will revert to the top of the casual list. Laid off employees shall have the right to all work available to the casual list. As per Section 11 b.

Return to Casual from Fulltime:

- M) A fulltime employee may, upon written application to the Company and Union, return to the casual board at the time of a new sign up.**

The written application must be submitted, by the employee, a minimum of two weeks prior to the commencement of the sign up.

They will retain their seniority earned in the fulltime classification for the purpose of re-entering that classification. When returning to the casual position they will go to the bottom of the casual list. The employee would be subject to the terms in the collective agreement that covers casuals for benefits and vacation entitlement. An employee that returns to the casual list must stay on the list for a minimum of eight (8) months before they can apply for a fulltime position. The employee may only move back to fulltime when there is a vacancy. If an employee wishes and there is an opening, they must let the Union and the Company know prior to the start of signing up for a new sign-up. When an employee returns to a fulltime classification, they would go back onto the fulltime casual list (i.e.: employee had 7 years fulltime then went casual for 3 years, they go back to fulltime, they would slot in at 7 years seniority and receive all benefits and vacation entitlements that a 7 year employee would receive.) When an employee goes to casual from fulltime, the following will apply for benefits:

1. Any unused vacation and banked time, other than 6th day, will be paid out.
2. Any unused sick time will be put into the employee's RRSP
3. Any unused 6th day banked time will be lost.
4. RRSP contribution by the Company will stop. The employee may continue their contribution. RRSPs cannot be withdrawn until the employee is no longer employed by the Company.

5. If the employee returns to fulltime, they will receive the same vacation percentage they were earning when they left fulltime to go back to the casual list.

SECTION 18 ANNUAL VACATION

- A) 3 weeks vacation - after first calendar year of service.
- B) 4 weeks vacation - after six (6) years of service.
- C) 5 Weeks vacation after thirteen (13) years of service
- D) **All employees attaining full time, or permanent part-time, status after the date of ratification, must complete one year of service as a fulltime or permanent part-time employee before becoming eligible for the vacation entitlement detailed in 18 A), B) or C). To clarify, there will be no prepaying or advancing of vacation money to employees achieving full time or permanent part-time status after ratification.**
- E) The pay for three, four or five weeks annual vacation shall be based on the amount a full-time employee would earn if he performed his regular duties less normal time off to a maximum of eight (8) hours per day (Ten (10) hours per day where those shifts are worked). Subject to the percentage application the maximum pay for three weeks vacation shall be one hundred and twenty (120) hours and the maximum pay for four (4) weeks vacation shall be one hundred and sixty (160) hours and the maximum pay for five (5) weeks vacation shall be two hundred (200) hours or 6%, 8% or 10% of the full-time employees previous years earnings less taxable benefits whichever is greater. Full-time employees shall accrue one (1) day (maximum eight hours) for each year over sixteen (16) years with a maximum cap of five (5) working days.
- F) All full-time employees working less than the average forty (40) hours per week shall receive vacation pay on the basis of six percent (6%), eight percent (8%) or ten percent (10%) of their previous years earnings less taxable benefits depending upon their years of service as set out in sub-sections (A), (B) and (C) above.
- G) Full-time employees leaving the service for whatever cause before having taken annual vacations for which they have qualified under this Section shall receive cash equivalent at their service percentage rate, ie 6%,8%,10% less taxable benefits.
- H) Sick leave up to twenty five (25) working days will not tend to reduce annual vacations a full-time employee would otherwise be entitled to with respect to that year's service, but sick leave exceeding twenty five (25) working days would tend to reduce vacation periods with pay in the ratio that his/her absence bears to a full year's service.
- I) **Casual employees shall receive vacation pay based on four percent (4%) of their earnings less taxable benefits and shall receive same on each pay. Casual employees with five (5) years service or more shall receive holiday pay at the rate of six percent (6%) of their earnings less taxable benefits.**
- J) Twenty-five percent (25%) of all full-time employees in each classification will be allowed to be off on holidays at any one time as long as the proper operation of the service will permit.
- K) A full-time employee who applies for sick benefits because of a disability or illness while on vacation must submit a medical certificate from his/her Doctor. Any vacation time covered by sick benefits will be paid out at the end of the year. If any full-time employee is absent on sick leave preceding the commencement of a period of vacation, the vacation will be

rescheduled on request, if work arrangements permit. If the illness is such that it extends to the end of the calendar year, then only vacation pay will be paid.

- L) When a full-time employee is sick and then returns to work, he will return to the work he normally did at the commencement of the sickness. The exception being, that if a new sign-up is held during the period of sickness, he will be contacted to sign-up. If contact cannot be made, he will be signed on like work. (Like work is hours of work and days off to be signed by Union Sheet committee).
- M) All Conventional Bus Operators will begin sign-up for primetime annual vacation by March 1, to be completed by April 15. Each bus operator will be allowed a maximum of two (2) hours to sign the holiday sheet with a maximum of eight (8) operators bidding per day. Primetime vacation will start the second Sunday in June up to and including the week prior to Labour Day, and the two (2) weeks that include Christmas day and Boxing Day and New Year's Day.
- N) In the year in which the term of the AOA (Annual Operating Agreement) expires the Company shall not prepay any vacation or sick leave. Vacation and sick leave that would accrue to March 31 may be used. At the option of the employee seventy five percent (75%) of any unused sick time from the previous year may be held over, upon written notification to the Company, and used for sick pay purposes for the period January 1 to March 31. If the Company is advised that it is successful in its proposal prior to February 27 of the expiring year, seventy five percent (75%) of the unused sick leave carried over for sick pay purposes from the previous year shall be paid into the employee's RRSP. Employees may carry up to two (2) weeks vacation and banked time and Sixth Day banked over from the previous year to March 31. If an employee takes vacation entitlement in the period January 1 to March 31 that exceeds any carryover and accrual earned to date and the Company is advised that they are successful in their proposal the Company shall issue payment for the vacation period taken but not paid.
- O) One (1) week of annual vacation may be placed into the **unscheduled vacation** bank for use as single day off, to be established with the office no later than February 1st of each year.
- P) Full time employees requesting annual vacation not previously signed for must submit their request for annual vacation a minimum of two (2) weeks prior to such annual vacation taking place. If less than two (2) weeks notice given, it will be at the discretion of the employer as to accepting the request.
- Q) Where an employee has been paid out vacation pay at the conventional rate of pay and operates a shift composed of community bus / conventional rates of pay, the vacation accrual deficit, if any, shall be an adjustment to their vacation pay in January the following year.
An employee may, at his or her option, request to be paid vacation pay at community bus rate.

SECTION 19 SICK LEAVE AND BENEFIT PLAN

FULL TIME CONVENTIONAL AND CUSTOM EMPLOYEES AND PERMANENT PART-TIME EMPLOYEES

Employees eligible for benefits absent from work due to illness, injury or on **WorkSafe BC** for a continuous period of twenty-four (24) months shall have their benefits maintained and the cost shall be borne by the employee and employer as herein provided. Upon the completion of twenty-five (25) months all benefits shall terminate unless the employee wishes to continue same at one hundred percent (100%) employee cost.

- A. There will be an **annual** accumulation of twelve (12) days or ninety-six (96) hours per year as sick time per year **for full time employees and forty-eight (48) hours for permanent part-time employees, solely for the purpose of reimbursement for missed work due to illness or injury. An employee requiring time off due to illness or injury will be reimbursed up to the number of accumulated hours or three (3) days whichever is the lesser.**

At December 31 of each year **ninety** percent (**90%**) of any unused sick time shall be credited to an employee's RRSP no later than February 9th.

On an annual basis (January 1 to December 31), a calculation of the employee's total hours worked shall be done. Should the result of the calculation produce an hourly number of 1840 hours or less, the employee's sick day allocation shall be reduced in the ratio that his/her hours worked bears to a full year service of 2080 hours.

- B. Eyewear coverage for full time employees shall be a part of the benefit package.
- C. Eyewear coverage **will be provided** as (B) for casual employees who have been with the company for six (6) months and have worked an average of twenty (20) hours per week within a six (6) month period. The employee cost of the premium will be deducted from all casual employees who qualify. \$3.00 per pay with benefit of \$200.00 every two (2) years.

BENEFIT PLAN

MSP, WI, EXTENDED HEALTH, LTD

- A) Be it understood and agreed that there will be a prepaid medical plan and surgical coverage available to the full-time employees, the cost of which will be paid one hundred percent (100%) by the employer. This plan will cover employee and dependents under the Medical Services Plan of B.C. as specified in the B.C. Medical Services Act and Regulations. Also, be it agreed that the employer will pay one hundred percent (100%) of the cost of the weekly wage indemnity plan which will provide the following weekly sick benefit commencing on the fourth (4th) day of sickness and the first (1st) day of an accident not covered by Workers' Compensation and continuing for seventeen (17) weeks. The Company will provide an Extended Health Plan on the following cost sharing basis: the employer paying fifty percent (50%) and the full time employees paying fifty percent (50%) of the premium. The Company will provide LTD on the following cost sharing basis: the employer paying fifty percent (50%) and the full time employees paying fifty percent (50%) of the premium.
- B) The Company to provide a fifty thousand dollar (\$50,000.00) Death Benefit Policy for all full time employees, with the Company paying one hundred percent (100%) of the premium. All death benefits will be reduced by fifty percent (50%) on the employee's sixty fifth (65th) birthday. All benefits will terminate on the employee's seventieth (70th) birthday.
- C) Full-time employees on weekly wage indemnity plan or Leave Of Absence over thirty (30) calendar days will be required to submit their share of the costs of the Welfare Plan to the Company for payment to the insurer.
- D) Medical Certificate Requirement (All Employees)

At the request of the Company, a medical certificate must be presented by an employee upon return to work when that employee is away from work for reasons of illness **or injury, after being absent in excess of two (2) consecutive days.** Failure of the employee to provide the required certificate will result in the absent hours not being paid to that employee. Any charge by the doctor for producing a medical certificate, not paid by the employee's medical plan, will be paid by the Company.

- E) Immunization shots, flu shots will be one hundred percent (100%) paid by the Company or reimbursed upon receipt.
- F) Immunization for job function will be one hundred percent (100%) paid by the Company (ie Servicemen full time and casual)
- G) REDUCED BENEFITS WITHIN 30 DAYS FOR EMPLOYEES OVER 70

The Company and the Union hereby agree to the following changes to Section 19 SICK LEAVE AND BENEFIT PLAN:

- a. Extended Health (prescription drug card, ambulance, out of country coverage, vision care, paramedical per the extended health care coverage), Dental and MSP benefits will remain intact for employees who have reached their seventieth (70th) birthday WHILE actively working. All other benefits will terminate on the employees' seventieth (70th) birthday.
 - b. Employees over the age of seventy (70) who are off work for more than sixty (60) consecutive days, for any reason, will have all benefits terminated. Should the employee return to work, applicable benefits would resume.
 - c. 75% of unused Sick Leave and RRSP contribution accumulated after Dec 31 of the year the employee turned 71 will be paid out upon retirement.
- H) The Company agrees to discuss the extension of the benefit plan (MSP, Dental, Extended Benefits, Weekly Indemnity) to casual employees subject to the casual employee paying 100% of the premiums for the plan.

RRSP

- A) The Company will provide a group RRSP with the following conditions:
1. The Company shall contribute \$.45 for every hour worked and \$.55 for every hour worked for technicians and the employee shall contribute a minimum of \$.30 per hour for every hour worked.
 2. Upon termination, an employee may collapse, transfer, or dispose of in any way the RRSP registered to him/her.
 3. An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.
 4. An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP without the prior approval of the Company except as provided in clause 2.
 5. Initial participation in the Group RRSP shall be voluntary.
 6. Casual employees shall be allowed to participate in the existing RRSP plan on a voluntary basis with no contribution by the Company and their participation will be governed by clauses (E) # 2, # 3 and # 4 above.
- B) Any changes in the custom and conventional benefit package will be with union involvement for benefits best suited for ATU members. The monetary amount will be no less than currently paid out.

DENTAL PLAN

- A) The Company will provide a Dental Plan on the following cost sharing basis: the Company paying fifty percent (50%) and the full-time employee paying fifty percent (50%) of the premium.

MATERNITY, PATERNITY & PARENTAL LEAVE

- A) Maternity, Paternity & Parental Leave without pay shall be granted as per the Employment Standards Act. Benefits shall be maintained and cost sharing between the employee and Company shall be as per the Employment Standards Act.

An employee returning to work from maternity, paternity or parental leave shall be reinstated to the position he/she held at the time he/she went on leave without loss of seniority.

BEREAVEMENT LEAVE

- A) In the event of a death in a full-time or regular part-time employee's immediate family, the employer will grant up to a maximum three (3) days off with pay, to a maximum of eight hours pay per day for full time employees and four (4) hours pay per day for regular part-time employees for the purpose of arranging and/or attending the funeral which may be taken consecutively from the date of death or in one day segments within a seven day period from the date of death. **Where attending the funeral requires travel in excess of five hundred (500) kilometers (one-way), the Company will grant an additional three (3) days of unpaid leave.** Bereavement leave will be granted only upon application by the full-time or regular part time employee and only for such time that the employee would have worked. Immediate family shall be limited to include: Spouse, common law spouse as defined by the benefit plan, Same gender partner shall be afforded the same status as a common-law spouse, Son, Daughter, Mother, Father, or Adopted Child, Sister, Brother, Mother-in-law, Father-in-law, Grandmother, Grandfather, Step-mother, Step-father, Son-in-law, and Daughter-in-law and grandchild.
- B) **If additional time is required, the employee must make such request directly to their supervisor.**
- C) The employer shall grant up to three (3) days off without pay to attend funerals other than family.
- D) The Company shall grant time off without pay to attend a funeral as a pall bearer.

SECTION 20 WITNESS PAY

Any employee compelled to attend an inquest or court on subpoena requested or procured by the Company shall be paid scheduled rates for time lost and will be reimbursed reasonable expenses when away from home. When an employee observes an accident while on duty driving a company vehicle and is required to attend court as a witness he/she shall be paid a regular days wage for time lost. Any witness fees received by the employee for so acting shall be turned over to the Company providing the employee is not on his day off, annual vacation or statutory holidays.

SECTION 21 JURY DUTY

To comply with the Employment Standards Act, Part 6. Sections 55 and 56 (copy attached to the end of the collective agreement).

When an employee is required to be absent from his regularly scheduled work to report for jury duty, as prescribed by applicable law, the Company shall pay him/her a regular days wage (to a maximum eight (8) hours or ten (10) hours where the employee regularly works ten (10) hours) and the employee shall turn over money received from the court for compensation, except travel, meal and parking refunds (Regular days wage means the normal hours of work that day to a maximum eight (8) or ten (10) hours as applicable). In addition, an employee required to be absent from his regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost up to a regular days wage. In order to receive such payments, an employee must give the Company prior notice that he/she has been

summoned for jury duty, must furnish satisfactory evidence that he reported for or performed the jury duty for which he/she claims payments and must report back to work promptly after being released or excused by the court.

SECTION 22 TEMPORARY WORK

- A) A full time or regular part-time employee may work temporarily in a different job classification if required by the Company to fill in for an employee who is on annual vacation or is sick or fill in for management for the same reasons without losing their seniority in their classification provided the employee is qualified to do so, and it does not take work away from another employee. The employee shall get paid no less than their classification rate or the classification rate, whichever is the greater.
- B) Full time and regular part-time employees may apply for temporary work (if posted as such) in a different job classification if qualified, provided it is not for more than ninety (90) consecutive days and the employee will work for the rate of pay in that classification. In that case the employee will not lose their seniority in their own classification. He/she may do so only once in a calendar year. Under special circumstances an extension may be negotiated.

SECTION 23 BULLETIN BOARD

Space shall be provided by the Company, in a readily accessible place, for Union Bulletin Board for the posting of Union notices and information.

The Company will designate a specific Company Bulletin Board as the "Priority Board". This Priority Board shall provide a single location for employees to view all Company postings and bulletins.

SECTION 24 UNIFORMS

CONVENTIONAL UNIFORMS

Uniforms for full time conventional operators shall consist of two (2) pants; (one (1) skirt & one (1) pair of slacks, or two (2) skirts for female drivers); Five (5) shirts or golf shirts ; one (1) tie; to be supplied on the basis of need to each driver. In addition the Company will provide one (1) winter jacket which will be replaced on the basis of need, and one (1) uniform jacket replaced on the basis of need. Drivers will have the option of trading a shirt for a pair of shorts. All shirts and pants shall be tailored for female operators, if needed, the cost of which must be pre-approved by the Company at the expense of the Company. Cost of the above entitlement shall be borne by the Company. Proof of need shall be determined every April and October however where required issue will be replaced at times other than April or October. The Company agrees to ensure that drivers at the minimum are in possession of the above entitlement.

- A) The Company will supply conventional casual drivers with a uniform consisting of one (1) jacket, two (2) pairs of pants, four (4) shirts or golf shirts, on proof of need. The Company is also to supply a tie and a crest. The Company will provide Joint OHS Committee approved vests. All costs to be borne by the Company.
- B) Full-time operators (custom and conventional) shall receive ten dollars (\$10.00) per month as a cleaning allowance to maintain their uniforms and regular part-time custom drivers shall receive five dollars (\$5.00) per month.
- C) Ties will be optional for all drivers.

- D) Union crests may be added to issued jackets at the expense of the employee and an employee may wear a Union jacket over a Company issued uniform. Only Company approved baseball caps may be worn.
- E) Upon request, all employees leaving the employ of the Company shall return their uniform issue.

CUSTOM UNIFORMS

- A) Any employee required by the Company to wear a uniform shall have that uniform provided free of charge by the Company. Employees will be responsible for keeping their uniform in good condition.
- B) Any employee requiring replacement portions of the issued uniform shall show proof of need by returning the portion needing replacement Any employee who quits, is terminated or permanently laid off shall return all uniforms that have been issued to them by the Company.
- C) The Company shall provide the following:
 - For Full time and Regular Part Time and casual driver: two (2) pairs pants, one (1) pair shorts, five (5) shirts or golf shirts, one (1) sweater and one (1) three-way jacket. The Company will provide Joint OHS Committee approved vests.
- D) Ordering times will remain in the spring and in the fall as is the current practice. Uniforms when issued will be required to be worn by all drivers.

SECTION 25 WAGES & CLASSIFICATION

Rates and effective dates

See Appendix A

Shift Premium for Technicians of fifty cents (\$0.50) for every hour worked effective at 16:00 hrs not applicable on Sundays or when on overtime

A) COMMUNITY BUSING

1. Community Transit Service is Conventional Transit Service but designated by BC Transit to be delivered using a Community Transit Bus. A Community Transit Bus is a vehicle designated by BC Transit for Community Transit Service with a maximum of 24 seats.
2. The Company agrees that it will maintain sixty (60) conventional full time shifts, which shall be paid at the conventional rates of pay, subject to any reduction in revenue hours provided by BC Transit. The sixty (60) conventional positions are not subject to reduction due to resignations or retirements of conventional full time employees. In other words, if an employee retires, the Company will continue to provide sixty (60) full time conventional shifts subject only to a reduction in revenue hours provided by BC Transit.
3. The Company may construct shifts combining conventional and community bus service and the rate of pay shall be based on the hours of service (for example, a shift may be constructed composed of five and one half (5.5) hours conventional and two and one half (2.5) hours community bus rate).
4. The Company agrees that if a conventional bus is operated in a community bus application the conventional rate of pay shall apply.
5. It is the Company's intent with respect to any future community busing for the work to be placed on the conventional side of the operation. The exception being the current Peachland service which will be red circled and will remain unchanged from its current operation for the life of the collective agreement. Any changes to this service will be discussed with the Union prior to the implementation of same.

6. Community bus service will be scheduled on a fixed route system with sufficient time scheduled into the service to allow for off route service if required. In other words on those routes where off route service is offered to the public sufficient time will be designed into the route to allow for the bus to vary off its fixed route. For example in a thirty (30) minute schedule the time to go from point A to B is twenty (20) minutes, ten (10) minutes will be built into the run for off route service if offered to the public. If no off route service is designed into a specific run then the route will operate on a fixed basis only. Community transit service is provided by vehicles designated for this service with a maximum of twenty four (24) seats. *A Transit Operator holding a valid "Air Ticket" and driving a community bus with air brakes will receive a one dollar and ten cents (\$1.10) per hour premium. (The last sentence to become void as of January 1, 2018)*
7. There is no intent to remove work from the handyDart drivers and community buses will not be required to deviate from their fixed route to pick up any registered handyDart user.
8. Conventional Transit Service operates on fixed route fixed schedule service generally using Conventional Transit Buses. However, Conventional Transit Service can also include a component of Community Transit Service that utilizes smaller vehicles to run a fixed route or trip in schedule service in areas where the route does not allow for full size conventional bus and/or where passenger demand may not warrant a larger bus.

B) CUSTOM CLERICAL

Custom clerical shall receive a premium of **two** dollars (**\$2.00**) per hour for all hours worked on Saturdays. Duties may include scheduling **and dispatching**.

C) APPRENTICE TECHNICIAN

An apprentice technician shall be paid as per the BC Apprenticeship requirements. Apprentices will accumulate seniority from date of hire as an Apprentice Technician. The parties agree that there is no guarantee of the availability of a position upon completion of the Apprenticeship program. In such instances the Journeyman Technician will be placed in the casual Technicians pool until a fulltime position becomes available.

The parties agree that an Apprentice having successfully completed the apprenticeship program will be assigned the first open Fulltime position as a Journeyman Technician.

The Apprentice will accumulate a maximum of four (4) years of seniority while participating in the Apprentice program. Upon securing a Fulltime Technician's position, this seniority will be realized and the Technician placed into the appropriate position on the fulltime technical seniority list.

Note: Current Apprentices are bound by the 2015 CBA Apprentice Seniority Language.

D) FURTHER CLASSIFICATIONS / UNION CONSULTATION

Should any further classifications, during the life of this agreement, become necessary, they will be implemented only after prior consultation of the Union.

E) NEW OR CHANGED POSITIONS & OPERATIONAL SHIFTS

In the event the Company shall establish any new position, the classification and wage rate for this new position shall be established by the Company and a written notice shall be given to the Union, and unless written notice of objection thereto by the Union is given to the company within twenty (20) days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Company for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the revision.

F) CHANGES IN CUSTOM OR CONVENTIONAL SHIFTS

Any changes in Custom or Conventional shifts or shift increases or decreases shall be discussed with the Union prior to implementation.

G) TRAINING OF EMPLOYEES

The Company will pay an extra one dollar and fifty cents (\$1.50) per hour for training new employees for the time the trainee is actually driving the bus. The Company will also provide a letter to the trainee, that he is qualified to drive and the Company assumes all risks. The Company agrees that an employee is not compelled to train all or any new employees and no disciplinary action will be taken if he refuses to train any new employee. A list will be posted for volunteers to train new employees and those chosen shall not be subject to being picked on the basis of seniority. A driver **trainer** so designated by the Company shall, in addition to his/her hourly rate of pay, receive two dollars and fifty cents (\$2.50) for each hour they are training. A **Driver Instructor** shall receive **four** dollars (\$4.00) for each hour he/she is **performing the duties of the Driver Instructor**.

H) AMBASSADORS

Ambassadors so designated by the Company shall, in addition to his/her hourly rate of pay, receive a two dollar (\$2.00) per hour premium for each hour they are in Ambassador functions.

I) CUSTOM CLERKS, SCHEDULERS, DISPATCHERS

The custom clerk shall as part of their duties provide call taking services for the custom system; a scheduler shall provide call taking services but in addition shall be trained and capable of dispatching the custom services and relieving the dispatcher during daily breaks. When a scheduler dispatches the service over and above the dispatcher's normal breaks the scheduler shall receive the dispatcher's rate of pay.

J) DAILY CLASSIFICATION WORK

The Company will not schedule any employee to work in two (2) classifications in a single day subject to no overtime being incurred by the Company.

The exception to this will be the use of Ambassadors and/or Driver Trainers who may perform ambassador or training duties for a portion of the day and their driving duties for another portion of the day.

K) The Company agrees that any employee who is at the top rate who moves to a different classification shall receive the top rate for that classification. For example an employee receiving the top driver rate who works as a serviceman shall receive the top serviceman rate. An employee at the top rate who signs to a Community Bus index shall receive the top Community Bus rate.

SECTION 26 SPREADOVER PAY, CONVENTIONAL

Spread over pay will be paid after ten (10) hours at 10% of straight time, for example: work day of eleven and one quarter (11.25) hours = one (1) hour and fifteen (15) minutes at ten percent (10%) of straight time.

SECTION 27 OVERTIME: SCHEDULED OPERATIONS

- A) Overtime will be paid after eight (8) hours excluding MIT. Over-time consists of time and one half (x 1½) from eight (8) to ten (10) hours and double (x2) time thereafter.
- B) On an employee's scheduled day off, he/she shall be paid one and one half (1.5) times the straight time rate for all time worked, excluding MIT, and the minimum pay shall be the equivalent of four (4) hours at straight time rates and one and one-half (x 1.5) up to eight (8) hours and double (x2) time thereafter.

- C) If overtime is payable, full time employees qualified to do the work shall have first choice of that work, in order of seniority within their classification. Then followed by casual employees qualified to do the work, on a rotating basis within their classification.
- D) There will be no compounding of any premiums.
- E) To facilitate communication and training it is agreed that all training or any meeting held by the Company where the employee's attendance is requested shall be paid at the employees' straight time classification rate and any premiums shall not apply as per Section 30 Minimum Call-Out.

SECTION 28 SUNDAY PREMIUM AND STATUTORY HOLIDAYS

Sunday transit service premium will be time and one quarter (x 1.25) for all scheduled work.

SECTION 29 LEAD HAND CLAUSE

Lead Hand rate to be one dollar and thirty five cents (\$1.35) per hour.

Lead Hand rate to be paid to the next senior certified technician regularly scheduled to work when lead hand or maintenance coordinator is not on duty..

SECTION 30 MINIMUM CALL-OUT (ALL EMPLOYEES)

- A) Minimum call-out for all employees shall be two (2) hours at applicable rates, except as provided in SECTION 27 herein.
- B) Minimum call-out for New Years' Eve Specials shall be four (4) hours at double time (x2) at applicable rates.

SECTION 31 SHOP EMPLOYEES

SIGNING FOR VACATION COVERAGE / LOA

- A) Technicians shall sign according to seniority for work shifts posted by the Company every two months and can be re-posted at any time on seven (7) days notice where it is required to reallocate manpower to provide the necessary technical coverage. Except where not signed for, changes required shall be filled by junior technicians followed by casual technicians.
- B) Provided the Company deems that a shift that is vacated due to vacation or absence is to be filled, technicians junior to the position may sign for that shift in order of seniority in weekly blocks for the duration of the absence. If a move occurs then the next senior man may sign for the moved position and so on until all shifts are filled.
- C) It is confirmed that the Company shall determine the mechanical coverage and resulting shifts it deems necessary to effectively and efficiently maintain the fleet. It is further agreed that the Company **will** implement shifts in consultation with the technical staff. In the event that alternative shift coverage serves the Company's requirements and there are several options to provide that coverage acceptable to the Company, the determination of which shifts will be implemented shall be determined by the Union Executive and Technical Staff.
- D) Fulltime Serviceman will work five (5) days a week with two (2) consecutive days off.
- E) Servicemen shall be qualified to perform the following work: Fuel buses, clean exteriors and interiors, clean shop and yard (not office area). Servicemen shall check and replenish equipment fluid levels, pre-trip buses, change off buses with non-safety issues, empty fareboxes, maintain records, be qualified to operate equipment, assist technicians and perform any miscellaneous duties that may arise under the direction of the lead hand

technician or management (such assistance shall not conflict with the duties of other classifications in such a way that would place such jobs at risk). Maintenance staff will pre-trip late starts and fuel pool cars if show-up is unable to do so.

- F) **Tool Allowance - Increase to \$85 from \$75 for full time technicians and any casual technician working in excess of 100 hours in a calendar month will receive the \$85.00 allowance for each month so worked.** These monies are accumulative from month to month and year to year. Upon termination of employment, technicians will have 30 days to use up all monies in the account buy bring in receipts of tool purchases or all monies will revert to the Company. All full time apprentices after the completion of their third (3rd) year, shall accumulate tool credits as per above.
- G) Company will replace all broken tools not covered by warranty and legitimately broken at work, and will repair or replace all worn out or broken air tools or electric tools, brand for brand, that are legitimately broken or worn out at work. Receipts are required.

Further, the Company will insure technicians' tools for theft by break-in and fire provided that the technicians have given the Company, in writing, a detailed list and estimate of the value of their tools or have provided the Company with a picture or video of their tool inventory. The Company shall carry insurance on technicians' tools with minimum coverage of **thirty thousand dollars (\$30,000)**.

- H) The Company agrees to share in the cost of safety shoes **and socks/insoles** for technicians and service personnel; Company shall **provide reimbursement of the actual cost(receipt) to a maximum of \$300 per year. Casuals to receive \$0.15 per hour worked as a servicemen.**

Servicemen are to receive rubber boots **paid by the Employer to a maximum of \$100 / year.** Servicemen are to receive a rubber apron paid for by the employer. The Company will supply winter safety shoes every three (3) years. In addition the Company shall provide rain jackets for full time technicians and servicemen.

- I) Shift Premium for Technicians of fifty cents (\$0.50) for every hour worked effective at 16:00 hrs. not applicable on Sundays or when on overtime.
- J) One week's annual vacation can be carried over to the next year but must be taken by March 31st of that year. This will be permitted provided the proper operation of the shop will permit. Banked time may be carried over.
- K) Technicians hours of work: Ten (10) hours shall constitute a normal days work and forty (40) hours shall constitute a normal work week followed by three (3) days off. Employees will have three (3) fifteen (15) minute rest periods in each full shift. The ten (10) hour day shall be subject to revision if a reduction in service hours is provided by BC Transit and in the event they are reduced by more than 15% as specified in the 2007 AOA the shifts may be reduced to eight (8) hours per day five (5) days per week but this shall be done in consultation with the Union and affected technicians.
- L) Overtime – Provided that overtime must be paid to full time or casual technicians, full time technical staff shall be called in on overtime on a rotating basis. **Overtime may be made mandatory starting with the least senior employee in that classification.** Technical staff starting work before their shift will receive overtime for actual time worked outside scheduled shift rather than the two hour call out.
- M) It is in agreement with the technical staff that when called for overtime on a normally scheduled work day, he/she shall not rotate on overtime seniority board if overtime two (2) hours or less.

- N) Full time technical staff shall have first choice of all stat holidays and Sunday work for single days only (regular technician is ill or single day LOA) on a rotating basis followed by casual technician on a rotating basis.

Once a statutory holiday shift schedule for the mechanical staff has been posted and the posting has more than one shift for that day then seniority shall apply for the choosing of shifts.

It is in agreement within the Technical staff that the statutory holiday rotation will rotate whenever a mechanic is unavailable to work except when the employee is sick and/or collecting wage reimbursement eg on wage indemnity, holidays etc, and must also conform to the National Safety Code.

It is agreed within the technical staff that all newly hired Technicians are eligible to work overtime and statutory holidays prior to completion of their probationary period.

- O) The statutory holiday list will be posted for fourteen (14) days for viewing and signing. The sign up will then come down and signed copy must be posted fourteen (14) days prior to the holiday.
- P) LOA or banked time may be taken provided proper operation can be maintained and management shall make every attempt to have casual relief technicians available. Technicians granted a leave will be required to withdraw from their accrual a dollar amount at least equal to a day's pay for each day of leave.

Upon ratification the value of the banked time accounts will be determined and these amounts will be the maximum amounts allowable for carry-over to the next, or any subsequent, calendar year. Any time/money accumulated in excess of the ratification date amounts must be used by March 31, following the year in which it was earned.

Annually on March 31st the Company will again determine the value of the banked time accounts. The maximum amounts available for carry-over to the next calendar year will be the lesser of these amounts or the ratification date amounts. Any excess must be used prior to March 31st of the following year.

- Q) Holidays are to be booked by **April 30th** of each calendar year. Not all holidays need to be booked at this time but remaining holidays that are not booked can not bump holidays scheduled by **April 30th** of that year. Holidays not scheduled will be subject to seniority with seven (7) days from the date of the posting of all senior staff to make a decision and sign off on the holiday request. There will be no cancellation of holidays, subject to Section 31(A) & (C) of the Collective Agreement, booked by June 15th and September 15th or December 15th and January 8th, except due to extreme circumstances, such as illness. A fourteen (14) day notice will be given for cancellation of all other holidays. Shop employees will give one weeks notice to apply for unscheduled annual vacation providing proper operation of the shop permits and does not conflict with any previously scheduled holidays. Two (2) technicians may be on annual vacation at the same time as long as proper operations of the shop will permit. Servicemen will sign up for annual vacation, where their seniority allows them, on the conventional holiday sign-up sheet. **Servicemen will be allowed an annual allotment of eighty (80) hours of prime time vacation.**
- R) Any previously unused holiday accrual dollar value will be converted to Other Accrual on March 31st of each year.
- S) Trading of shifts is permitted within the same pay period with management consent providing does not conflict with other technicians affected.
- T) Single day shifting technical staff. Provided the Company deems a vacated shift shall be filled and it is known at least two (2) days in advance the shift will be bid as provided in Section 32 (b) except there will be only one (1) move allowed. It is the employee's sole

responsibility to watch the bulletin board and submit a bid for this work. Bids to be submitted to the maintenance coordinator by 1300 the day before the work is to be performed. No grievance will be accepted by the Company other than seniority.

- U) One (1) winter jacket to be supplied to full time garage and maintenance personnel (Serviceman, technicians and Bus Washers) and replaced on the basis of need, the costs of which shall be borne by the Company. The Garage and Maintenance personnel may choose a sweater instead of a jacket.
- V) The Maintenance Coordinator shall be removed from the bargaining unit and the Maintenance Coordinator may instruct, diagnose and assist in diagnostics. It is agreed that this issue may at the option of the Union or the Company be revisited and his activities may be discussed keeping in mind the effective operation of the maintenance function of the shop.
- W) During the absence of the Maintenance Coordinator the Company may appoint a temporary Maintenance Coordinator from the bargaining unit subject to section 11(A).
- X) Technical staff to receive full cost of prescription safety eyewear as per **WorkSafe BC** regulations.
- Y) Apprentice technicians shall not work on shift without a Journeyman technician on duty at the start of their shift.
- Z) TRAINING OF NEW MAINTENANCE EMPLOYEES: A premium of two dollars (\$2.00) per hour shall be paid to the trainer.

SECTION 32 CHOOSING OF WORK (CONVENTIONAL OPERATORS)

- A)** All regular runs operated by the Company in the Kelowna and district area will be posted for bid at least four (4) whole weeks prior to the start date, provided that the run **blocks** have been received from B.C. Transit **at least five weeks in advance**. Otherwise run bid sheets will be posted as soon as possible. Full time employees shall have first priority in order of seniority. **Where two or more service changes are scheduled to occur within a six (6) week period there will be a dual sign up held with employees signing their choice on both signup sheets.**
Should a vacancy occur during the term, the vacant position will be posted and bid on as per section 32 c and a casual operator will be promoted to full time.

Should a change in existing runs, or a new assignment **excluding charters**, comes up for bid, a complete new bid will be posted and signed for as above. The senior men are to sign-up as soon as possible in order that the junior employees will have time to view the remaining work.

SIGN UPS TO BE APPROXIMATELY THE FOLLOWING:

- 1) SEPT (TIMING DEPENDS ON WHEN SCHOOL BACK IN)
 - 2) OCTOBER-DEC 31
 - 3) JAN 1-APRIL 30
 - 4) *MAY – JUNE 30
 - 5) *JULY TO AUG 31 (LABOUR DAY)
- * THESE SIGN UPS TO BE DONE AT THE SAME TIME

Any changes in the Custom or Conventional shifts or shift increases will be discussed with the Union prior to implementation. For conventional operators the work week will be five (5) consecutive working days, or four (4) days where ten (10) hour shifts apply.

- B) All known vacant weekly runs (due to annual vacation leave of absence, long term illness, or use of bank days) will be bid on in order of next in seniority. However, it is understood that there is to be only three (3) moves permitted. Bids close each Friday with first move at 7:00 am, second move at 9:00 a.m. and third move at **10:00** a.m. Between each move the available weekly runs must be posted and announced on the radio two (2) individual times on the hour. Once a driver has committed to a move for one week, no further move will be permitted.

NOTE THIS INCLUDES ANNUAL PRIME TIME SIGNUP.

SIXTH DAY WORK

Twenty five percent (25%) of the full time operators may elect to work a Sixth Day on their scheduled day off at straight time rates provided there is available work and bank that day for future time off. The time banked will be at straight time rates and must be taken prior to December 31 of the same year. Time banked as a result of voluntarily working the Sixth Day will not be paid out in any other manner and any time so banked and not used by December 31 of that current year shall be forfeited. Time off in lieu will be subject to availability of spare operators. The Union states clearly and unequivocally that the Company shall not in any way be liable for any litigation that may arise from these provisions.

All requests to work a 6th day must be on the appropriate form including which day being requested. Sixth Day employee shall be first, second, third and so on in seniority as a casual for that day.

Sixth Day request forms must be in by the following times:

Friday 10:00 AM for Sunday and Monday 10:00 AM the day before for Tuesday to Friday, Wednesday 10:00 AM for Saturday.

NOTE: Saturday 6th . day work will be allocated on Wednesday.

BEHIND EACH NAME WORKING SIXTH DAY TO BE MARKED WITH "6TH" ON THE OUTPUT SHEET.

Sixth Day rules apply to Servicemen as well.

If time off requests for Sixth Day are denied due to lack of manpower this time may be carried forward to March 31 of the following year.

SHORT NOTICE

- C) Any vacancy arising after 2:00 p.m. will be filled by Sixth Day if request form is in, then casuals. Short notice calls for relief while on shift, between splits, half (0.5) day leave of absence and half (0.5) bank days will go directly to casuals.

EMPLOYEES RETURNING TO WORK AFTER SHORT TERM ILLNESS MUST NOTIFY THE OFFICE BEFORE 2:00 P.M.,(14:00 HRS.) Employees returning to work where their work has been assigned for that week will go to the top of the casual list and have first choice of all work for the remainder of their week.

SINGLE DAY SHIFTING

1. Any one day vacancy known at least three days in advance will be bid as provided in section 32 B except there will be only one move allowed.
2. It is the employee's sole responsibility to watch the Company bulletin board and submit bids for this work. Bids to be submitted to the dispatcher by 11:00 the day before the work is to be performed in their respective classification.

3. In the event of more than one (1) run is available on the same day Operators will be allowed to bid on all work but shall only be eligible to receive one piece of work based on seniority of all applicants in their respective classification.
4. If the work done by for example # 7 is vacated for a single day then those junior, starting at seniority # 8 and so on down the list (seniority shall apply)
5. An employee who has moved on a week's work will not be eligible to bid on a single day call.
6. No grievance will be accepted by the company other than for seniority.

Full time operators should know their seniority number as it will be used in the bidding process, it is also the employee's responsibility to be aware of available work.

SECTION 33 TRADING OF RUNS, SHIFTS AND DAYS OFF (ALL EMPLOYEES)

All employees wishing to trade runs, shifts and days off must first obtain permission from the Management, to be mutually agreed by management and a Union executive board member.

- 1) Both individuals must be qualified to do the work
- 2) A trade slip must be submitted in writing within a minimum of twenty four (24) hours prior to the start of the first shift. The slip must outline the names, date(s), indexes / shifts, and runs/days off to be traded. A trade is not to occur until approved and signed by both management and a union executive board member.
- 3) Workers are to sign in for the work performed, ensuring the proper name is referenced to the work. Workers will be paid for work performed.
- 4) The Company will not incur additional overtime subject to the trade.

SECTION 34 REPORTING TIME

CONVENTIONAL OPERATORS

MECHANICAL INSPECTION TIME (MIT) AND TRAVEL TIME (TT) DESIGNATION

- A) In addition to the scheduled time, ten (10) minutes MIT (mechanical inspection time) shall be paid at the beginning of each index and actual travel time calculated as ten (10) minutes Travel Time (TT) from Queensway and five (5) minutes from Orchard Park (TT) and travel time calculated as twenty (20) minutes from Steven's Exchange and thirty (30) minutes from Westbank limited to two indexes per sign-up, except that TT will not be paid to any operator who books off mid-shift. MIT shall be paid once a day per index only. All MIT shall be stipulated on the indexes and shall, at the start of the indexes, be deemed, as the time operators are to report for work. Where an operator starts and finishes his/her index in the same location TT will not be paid.
- B) Notwithstanding anything in this collective agreement, the Company may design full time shifts within a parameter of seven hours and thirty minutes (7.5 hours) to eight hours and 10 minutes (8.17 hours) inclusive of MIT (nine hours and thirty minutes (9.5 hours) to ten hours and ten minutes (10.17 hours) for ten (10) hr shifts) with no makeup or overtime penalty. If a driver exceeds his or her posted shift time which shall include travel time due to traffic or other delays any excess time shall be paid at overtime rates.
- C) Overtime for traffic delays or other delays shall be paid from the posted shift times however there shall be a five (5) minute window where overtime shall not apply.
- D) Rates for MIT and TT: All such MIT reporting time shall be considered as time worked and shall be paid for accordingly at straight time rates.

- E) Fuel time Where a bus terminates its shift at the garage (defined as 1494 Hardy) the Company may in addition to TT and MIT time include garage time of ten (10) minutes (time to fuel and sweep bus) and if this time is added to an index overtime shall apply if platform time exceeds eight (8) hours (platform does not include MIT).
- F) Where a driver begins their shift at a relief point the MIT provided may be deemed as part of the travel time but in no event shall the index be paid less than the ten (10) minutes MIT and the corresponding travel time to the relief point.

SECTION 35 MAKE UP OF SCHEDULED SHIFTS (OPERATORS)

RUN CUTS AND SCHEDULING

- 1) While it is agreed and understood that the final responsibility for the construction of run cuts and schedules rests solely with FirstCanada subject to the provisions of the Collective Agreement, FirstCanada will endeavor to maximize the percentage of straight runs unless there is a service design revision which, in the opinion of FirstCanada, necessitates an alternate run cutting strategy to meet FirstCanada's operational requirements and service design.

FirstCanada will provide the Union with details of impending service design changes and the Union agrees to provide FirstCanada with its preference in regard to work assignments prior to the commencement of the run cutting process. Union preference in regard to work assignments will be one of the criteria upon which the new service will be cut.

The employer agrees that in the administration of this provision it shall make bonafide efforts to maximize straight shifts and minimize the spread time within shifts to facilitate the work-life balance of employees.

- 2) The Company agrees that no run will be made up with more than one (1) unpaid break and that break shall be as close as possible to the middle of the shift. Splits of thirty (30) minutes or less shall be paid as one shift.

SECTION 36 CHOICE OF WORK (ALL EMPLOYEES)

Full time employees shall have first priority in order of seniority in their respective classification, followed by regular part-time in their respective classification followed by casual employees in order of seniority in their respective classification, to work operated by the Company on statutory holidays and New Years Eve.

SECTION 37 CHARTER AND SPECIAL TRIPS (ALL EMPLOYEES)

- A) When a driver is required to be away from his home terminal in excess of twelve (12) hours, he shall be refunded a sum of money sufficient to cover the cost of meals, receipts required. Maximum payment of fifteen dollars (\$15.00) per meal.
- B) When a driver is required to be away from his home terminal overnight he shall be advanced forty-five dollars (\$45.00) per day to cover the cost of meals. Submission of receipts paid for meals will be required to be submitted to the Company for BC Transit sponsored events. The Company agrees to arrange and pay for the cost of lodging.
- C) The above does not apply where satisfactory arrangements for meals and room are provided for or paid for by the party or parties chartering the trip (Driver is permitted to accept or reject accommodations or meals if not considered satisfactory.)
- D) Full time employees shall have first priority in order of seniority in their respective classification, followed by casual employees in their respective classifications on a rotating basis, to all charter and special trips except when the use of an employee would involve the

payment of overtime or where the employee's resulting hours would be in excess of hours worked as per the National Safety Code.

- E) Should the Company expand into the Charter field the Company and the Union agree to negotiate a Special Charter Clause covering wages and working conditions.
- F) Charters over seventy-five (75) miles are to be paid a straight time.

SECTION 38 WORK

All known work shall be posted. This work will be bid as per Section 17.

SECTION 39 WORKSAFE BC AND L/M MEETINGS

Monthly meetings between the Company and Union Committee will be accordance with W.C.B. Regulations. A minimum two (2) hour call-out will be paid at straight time rates for this function.

Quarterly: Company safety meetings may be held with all employees who want to attend. Two (2) hour minimum call-out shall be paid at straight time rates

Where the Company is required by WorkSafe BC to provide First Aid Attendants during specific work hours the following shall apply.

Full time office employees, mechanics, and full time service personnel are eligible to apply for the training and subsequent certification provided at the completion of the required courses. Interested employees are encouraged to make application to the Company. The employees trained for certification will be determined by the Company. The employees' regular rate of pay will be paid for time spent on the course; no overtime premiums will apply. The cost of the course will be paid by the Company. Employees who successfully complete the training and are certified Class 2 First Aid Attendants shall receive a premium of **\$2.25** per hour for those hours worked as the designated attendant on duty at 1494 Hardy Street, Kelowna BC.

Labour Management Meetings

The Union and the Company agree that Labour/Management meetings are an important tool for communication and ongoing cooperation.

The Union and Company will have regular monthly Labour/Management meetings. The meeting may only be cancelled by mutual agreement of the parties, however meetings may be rescheduled to accommodate committee member absence due to illness or vacation etc. There will be two Union Members paid by the Company and two Management members.

SECTION 40 WORK PERFORMED BY BARGAINING UNIT EMPLOYEES

The Company will make every effort to have bargaining unit work performed by the employees. In emergencies, after every effort has been made to contact appropriate employees, by telephone, supervisory personnel may perform the work required and only for the time necessary to perform that function.

SECTION 41 CASUAL EMPLOYEES

CONVENTIONAL

- A) The Company agrees to post seniority lists of all casual employees in their respective classifications. The seniority shall be the date of completion of training in their respective classification and seniority shall only apply for the purposes of applying for a full-time vacancy within each applicable classification.

- B) Subject to any exceptions contained in this collective agreement, casual employees shall have priority to work in their respective classifications on a rotating basis. For the purpose of calculating work shifts any amount of time under four hours and thirty minutes (4.5 hours) shall not be considered a full shift and the casual operator shall not lose his rotation position.
- C) Available holiday work will be signed **in week (Sun – Sat)** blocks.
- D) **During vacation prime time each casual driver must be available as described below:**

Second Sunday in June to June 30 – a total of 4 days;
July 1 to July 31 – a total of 10 days;
August 1 – August 31 – a total of 10 days;
Sept 1 to the end of the week containing Labour Day – a total of 2 days;
Christmas/New Years period – a total of 4 days.

During the remainder of the year casual drivers must be available for work a minimum of two (2) days per month unless prior permission from management has been received. Casual drivers shall submit, in writing, a list of days that he/she will not be available for work in the forthcoming month. This submission must be received by Management by the 25th of the month. Any changes which will increase 'not available time' must have prior approval from Management. Those drivers not submitting this list will be deemed available when and if needed. With the mutual understanding that the delivery of scheduled service is paramount, **any changes to** the submissions will be reviewed by management and if deemed 'unsuitable' due to manpower requirements (minimum **four (4)** casual operators) management will contact the **employee** and a Union Executive Board Member to meet and discuss the availability.

Following ratification, all newly hired casual drivers must have year around availability of ten days per month.

'NOT AVAILABLE' will only be applicable if the scheduler is unable to contact a Casual driver during the time designated as call-out periods and the Casual driver has not submitted a list indicating that he/she is not available.

Designated **conventional** call-out times:

Next day calls 10:00 AM to 16:00 PM
 Saturday calls 10:00 AM to 16:00 PM on Friday
 Week calls + Sunday/Monday day calls 10:00 AM to 16:00 PM on Friday

A casual driver having provided availability and subsequently becoming unavailable due to sickness, emergency or special circumstances must advise the Company prior to being called for work. Failure to do so will result in the driver being deemed "Not Available".

Casual drivers unavailable for work on three (3) call out attempts during any rolling six (6) month period (not on the same day) will be subject to the following consequences:

- 1) Driver's name will be removed from the call list. A message will be left on the driver's message machine and a letter will be sent to them. The message / letter will instruct the driver to contact Management to deal with this matter.
 - 2) If a) fails to resolve this situation then a registered letter will be forwarded to the driver's last known address indicating that his/her services will no longer be required.
- E) Choice of work is based on seniority in their respective classifications. (Re-letter as E)
 - F) **Casual work** assignment is done on a rotating basis in their respective classifications.

CUSTOM

1. There will be separate seniority lists for each of the following categories of employees:
 - a) Operators
 - b) Clerical
 - c) Scheduler
 - d) Dispatcher
2. Seniority for any list will be established according to the date they are hired and if there is more than one employee hired on the same day, the hour they were hired as determined by the drawing of lots. Full Time shall be senior to Regular Part Time and Casual employees.
3. In the event of lay-off, permanent employees may exercise their seniority to displace less senior employees in their classification (including Regular Part Time & Casual) and this will not affect their status in the event of recall.
4. The assignment of work to Casual employees will be assigned on a rotation basis subject to the availability of the employee to perform the work.
5. Casual employees, upon being hired, shall provide the Company with a confirmed list of the weekdays they are available for work and they shall provide the Company with proper notice of any variation to the list provided (proper notice is defined as twenty four (24) to forty eight (48) hours, proof of illness by doctor's certificate is expected).
6. Casual employees shall be available for work at least two (2) of six (6) days per week. Casual employees, at the beginning of each month shall provide the company with a list of which days during that month they are unavailable. If no list is given the Company will assume that the employee is available to work.
7. The Company shall contact each Casual employee, beginning at the top of the rotation list, when filling available work. If no contact is made after two (2) phone calls, the Company shall move on to the next Casual employee on the rotation list, and so on, until the work is filled. It is agreed that in an emergency situation, the Company is not obligated to try to contact the employee twice.
8. **A casual driver having provided availability and subsequently becoming unavailable due to sickness, emergency or special circumstances must advise the Company prior to being called for work. Failure to do so will result in the driver being deemed "Not Available".**

Casual drivers unavailable for work on three (3) call out attempts during any rolling six (6) month period (not on the same day) will be subject to the following consequences:

- 1) Driver's name will be removed from the call list. A message will be left on the driver's message machine and a letter will be sent to them. The message / letter will instruct the driver to contact Management to deal with this matter.**
- 2) If a) fails to resolve this situation then a registered letter will be forwarded to the driver's last known address indicating that his/her services will no longer be required.**

SECTION 42 COLLISION OR INCIDENT REPORT (ALL EMPLOYEES)

- A) All Employees will receive one half (0.5) hour pay when requested to fill out a motor vehicle accident / incident report outside of their regular working hours.
- B) The Company will forward to the Union copies of all collision / incident reports.

SECTION 43 TECHNOLOGICAL CHANGE (CONVENTIONAL AND CUSTOM)

The parties agree to co-operate so that the Company can take full advantage of improved technology.

Unless otherwise agreed, the Company shall notify the union three (3) months, or as soon as practical, in advance of the date that the Company intends to introduce any new technology which will affect a significant number of employees either by loss of work, change in job function, or change in work procedures. After receipt of such notice, the Company and the Union will meet to decide the best treatment of employees who may be affected by the implementation of any technological change.

It is agreed that if any permanent employee is displaced due to the implementation of technological change by the Company, then that employee will be given the opportunity:

- to transfer to a current vacant position subject to the employees ability and seniority, or
- a full time employee for whom no job is available due to the implementation of technological change will, upon termination, receive two (2) weeks severance pay.

SECTION 44 MISCELLENEOUS

1. RENEWAL OF LICENSES

It is the sole responsibility of the employee to ensure their driver's license is current and with the appropriate license classification required to perform their duties.

Whenever it becomes necessary for an employee to undertake tests for renewal of licenses, the Company shall, upon request by the Union, provide appropriate equipment for this purpose.

2. DRIVING AND SAFETY SEMINARS

The Company will pay, if the Company approves any driving and safety seminar, for the course fees of any drivers who successfully completes the course. The time spent at the course is the driver's own time as participation in any course is voluntary and the Company will not reimburse the employee for his/her time.

3. CALL-INS BY THE COMPANY

If any employee is called in the Company outside his normal working hours for an interview or for any other purpose other than job application interviews, he shall be paid at the employee's regular rate of pay for the time of his attendance. A minimum payment of one (1) hour shall apply in these circumstances.

4. DRIVER'S LICENCE SUSPENSION

Employees may be granted an unpaid leave of absence as a result of the temporary suspension of their drivers' license. The conditions under which this provision applies are as follows:

- a) **Must be an employee with a minimum of twenty-four (24) months service.**
- b) **The incident resulting in the suspension will be non-job related. The Leave of Absence will be granted to an employee for the term of the suspension and/or imposition of an ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.**
 - a. **An employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Company will not be required to**

- compensate for lost wages or benefits, during the period they were off of work.
- b. The parties agree that, on a one-time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.
 - c. The employee will be responsible for both the Employee & the Company portion of medical, extended health, dental, and group life Insurance premiums during this period (if the employee chooses to maintain his/her benefit coverage).
 - d. This Article will not be used to suspend or in any other way reduce the rights of employees who may temporarily lose their licenses due to medical reasons

CUSTOM SECTION

SECTION 1 (GENERAL)

FULL TIME & REGULAR PART TIME EMPLOYEES- PERMANENT EMPLOYEES

- a) Full Time employees shall be defined as all those employees who are regularly scheduled for a minimum of forty (40) hours per calendar week.
- b) Regular Part Time employees are those who have regularly scheduled hours of twenty (20) or more hours per week.

SECTION 2 MINIMUM HOUR

1. All Full time employees shall be paid a minimum of eight (8) hours per shift scheduled and worked.
2. All regular Part Time employees required to report for work shall be guaranteed four (4) hours minimum per day unless the employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
3. Exception to the above: full time schedulers are guaranteed a minimum of seven (7) hours per day and full time Clerical employees are guaranteed a minimum of six (6) hours per day for time worked.
4. Casual employees reporting for work shall be paid for all time spent performing their work, with a minimum of four (4) hours unless the employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
5. Special Functions: Over time or call provisions will not apply to those special functions which are of a voluntary nature that occur from time to time and are generally unpaid. The application of this clause is only to those Special Functions, which are agreed to between the parties of this agreement. No employee will be compelled to drive or participate in these types of special functions.

SECTION 3 STARTING AND FINISHING TIME

1. The Company reserves the right to designate the location of the depot for any vehicle in its fleet. If the Company designates the driver's home as their depot, the driver's start and finish time will be designated as the pick-up and drop-off time of their first and last passenger, provided that the traveling time is not longer than fifteen (15) minutes. The driver must proceed directly to his first call and return home directly from after his last call. (for example: if the traveling time from the drivers home to the first passenger is twenty five (25) minutes, the driver will be paid for ten (10) minutes of his traveling time.)
2. For those drivers who do not take their vehicle home, the drivers shift shall commence at the time specified by dispatch. The driver shall report to the Company depot at this time, and proceed directly to his first call. This shift shall end at the time the vehicle is returned to the shop depot. The driver must proceed directly to the shop from his last call. Unpaid lunch hours will not be counted in calculating the above overtime hours.
3. All overtime must be approved by dispatch or management if possible the same day, and if not then no later than the following day.

SECTION 4 ANNUAL VACATION LEAVE

1. **Annual vacation entitlement is as specified in Section 18 of this Agreement.**
2. Except provided herein, no employee shall receive vacation pay while still working. Whatever vacation entitlement an employee has may be used only when accompanied by an absence from work.
3. **Vacation carry-over is as specified in Section 18 of this Agreement**

SECTION 5 VACATION SIGN-UP

1. SIGN-UP

Employees will sign up for annual vacation leave starting April 1st of each year. A sign up, according to seniority will be posted two weeks prior to April 1st. Once posted, each employee will have two (2) days (48 hours) to sign your vacation time periods. If you do not sign for your vacation time period, management may assign a time period for you. Once vacation sign-up is completed, a list will be posted.

2. VACATION SCHEDULE

The Company shall post a completed vacation selection schedule for all employees at the end of the sign-up period.

3. STATUTORY HOLIDAYS

As specified in Section 15 of this Agreement

4. TRAINING LEAVE

All employees shall have the right of applying to the Company for leaves of absence without pay to attend pertinent courses, institutes and night classes which will add to their training and experience for the job they hold. The Company will approve the payment of tuition fees for courses that the Company has designated as pertinent so long as the employee successfully completes the course.

SECTION 6 BREAKS AND SPECIAL WEATHER

SPECIAL WEATHER CONDITIONS

1. The Company shall grant two (2) days per calendar year pay to an employee, where the employer determines that an employee cannot work due to adverse weather conditions.
2. All employees shall be entitled to an eight (8) hour rest period between shifts.
3. Every Office employee is entitled to the following:

In any shift of six (6) hours or longer, one (1) fifteen (15) minute paid coffee break in each half of that shift and an unpaid lunch break of one half (0.5) to one (1) hour to be provided around the middle of the shift.

In any shift of less than four (4) hours, one (1) fifteen (15) minute paid coffee break.
4. Drivers are entitled to the following breaks:

In any shift of **seven and one-half (7.5) hours or more**, one (1) fifteen (15) minute paid coffee break in each half of that shift and an unpaid lunch break of one half (0.5) to one (1) hour to be provided around the middle of the shift.

In any shift in excess of (4) hours and less than seven and one-half (7.5) hours, drivers will be permitted 1 of 2 options.

Option 1 – the driver will be provided one paid 15 minute break and one unpaid ½ hour break.

Option 2 – the driver will be permitted 2 paid 15 minute breaks.
5. **All breaks will be scheduled by the scheduler. Full time drivers will have their lunch breaks scheduled at the approximate mid-point of their shift. Dispatchers may alter scheduled breaks to accommodate unforeseen circumstances.**
6. Where an employee requests a lunch period of longer duration than stated in 3) or 4) of this article, the Company will endeavor to accommodate such requests.

SECTION 7 DRIVERS' SHIFTS

All regular full-time and permanent part-time runs will be posted for bid at least four (4) weeks prior to start date.

Full-time employees shall have priority in order of seniority followed by permanent part-time employees in order of seniority. Sign-ups will be held every six (6) months. Should a vacancy occur or a change in existing runs or additional runs be added, a new sign-up will be held. The next sign-up will be six (6) months from this date. Any changes to the Custom shifts or shift increases will be discussed with the Union prior to implementation.

1. SHIFT STARTING TIMES

The Company reserves the right to impose an earlier or later starting time of a maximum of two (2) hours on existing runs according to the daily demand for service, the Company may refrain from altering the starting and finishing times for an employee on a day where the alterations may create undue hardship for the employee. The onus is on the employee to substantiate his claim that the alteration of starting and finishing times would create undue hardship.

Notice must be provided to any driver whose shift will be affected by an earlier or later starting time. whenever possible, twelve (12) hours notice shall be given.

2. SPLIT SHIFTS

A premium of two dollars (\$2.00) per shift will be paid to any employee who must work a split shift of four (4) hours or less. Only one (1) driver per day will receive this premium.

CUSTOM VACANCIES (LOAs Sick And Holidays)

- A) If a vacancy occurs of five (5) work days or more with any Stat in that period being calculated as a worked day due to an Operator being sick or on a Leave of Absence, Full time employees shall have first choice of that work, in order of seniority within their classification. Then followed by regular part-time and then followed by casual employees on a rotating basis within their classification.
- B) For vacation relief, the full time employees shall have first choice of that work, in order of seniority within their classification. Then followed by regular part-time and then followed by casual employees on a rotating basis within their classification.

Signed this ____ day of _____, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

FOR THE UNION

John Peck
FirstCanada, ULC

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #1

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

It is agreed that the following positions will not be part of the bargaining unit:

1. HandyDart / Office Supervisor

It is further agreed that any duties they carry out will not be deemed as bargaining unit work and that they may at any time fill in or carry out any duties to effectively ensure the office operation of the custom and conventional transit systems. It is also agreed that the utilization will not result in a reduction of the current full time custom staff.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #2

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

Technician Statutory Holiday Rotation

It is in agreement within the Technical staff that the statutory holiday rotation will rotate whenever a mechanic is unavailable to work except when the employee is sick and/or collecting wage reimbursement eg on wage indemnity, holidays etc, and must also conform to the National Safety Code.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #3

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

TRAINING

The parties agree that the ongoing training of employees is of value to both the Company and the Employee. The parties also recognize that the time requirement of training impacts the ability of the Company to meet the normal maintenance requirements of the department. As such the parties agree to commence discussion within 60 days of ratification with the intent of formulating a procedure that will allow technicians to improve skills and abilities while not negatively impacting the overall performance of the Company.

Should the parties be unable to reach an agreement on the process, the issue will form a part of the **next** collective bargaining.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #4

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

New Hires Overtime

It is agreed within the technical staff that all newly hired Technicians are eligible to work overtime and statutory holidays prior to completion of their probationary period.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #5

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

Hours of Work

Within 90 days of ratification the Union and the Company agree to set up a two (2) person committee to work on schedules with the goal of reducing split shifts (Mock sign-ups etc).

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #6

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

Notwithstanding Section 18 of the collective agreement, where an employee has been paid out vacation pay at the conventional rate of pay and operates a shift composed of community bus / conventional rates of pay, the vacation accrual deficit, if any, shall be an adjustment to their vacation pay in January the following year.

An employee may, at his or her option, request to be paid vacation pay at community bus rate.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

FOR THE UNION

John Peck
FirstCanada, ULC

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #7

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

The parties agree to the following and commit to inclusion into the Collective Agreement

Union Representation

The Company is a contractor of its services. As a result the Company is contractually obligated to provide timely information regarding collisions, incidents, complaints, etc. In order to meet these obligations, the Company may gather the general information required to satisfy the customer. No discussion regarding discipline, or any other labour relations matter will be discussed with any customer.

The initial information will not be a part of the disciplinary process. For clarity, requests for factual information or clarification regarding day-to-day performance of duties, including collisions, incidents and customer complaints, shall not be considered meetings concerning discipline or the possibility of discipline. These meetings if held beyond regular shift times shall pay a minimum of 10 minutes. This information will not be used in any subsequent investigation or discipline.

An employee is entitled, upon their request, to have a union representative present at any meeting concerning discipline or the possibility of discipline. It is the Union's responsibility to ensure that a Union Representative is available at the time the company deems that the meeting or discussion is to take place, provided the Union is given adequate notice of the meeting.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

John Peck
FirstCanada, ULC

FOR THE UNION

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #8

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

Payment of Lost Wages - Full Time Employees

In instances of incorrect assignment of work for full time employees, the Company agrees to provide compensation as follows:

Bid work - lost wages to the most senior driver submitting a bid slip.

Overtime – lost wages to the employee who should have received the overtime.

Only one employee will be compensated for each instance.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

FOR THE UNION

John Peck
FirstCanada, ULC

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

Letter of Understanding #9

Between
FirstCanada ULC
and
Amalgamated Transit Union Local 1722

Community Bus Hours – April 1, 2017 – January 1, 2018

The Company and the Union agree that Community Bus hours operated during the period of April 1, 2017 to January 1, 2018 will not exceed, by more than 10%, the Community Bus hours operated in Year One of this Agreement.

Should Community Bus hours exceed the above limit, such hours will be paid at the Conventional rate.

Signed this 23 day of November, 2016 in the City of Kelowna in the Province of British Columbia

FOR THE COMPANY

FOR THE UNION

John Peck
FirstCanada, ULC

Scott Lovell
President ATU Local 1722

Al Peressini

Eric Solland

