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**PREAMBLE**

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

The Parties to this Agreement share a desire to establish within the framework provided by the law, and this Collective Agreement, the highest possible standards of service and quality to the passengers served by the Parties.

**ARTICLE 1.00 DEFINITIONS**

- 1.01 Regular Employees** are those employees who have regularly scheduled positions.
- 1.01.1 Full Time employees** are those employees regularly scheduled for thirty-seven and one-half (37.5) hours per week.
- 1.01.2 Part Time employees** are those employees regularly scheduled for less than thirty-seven and one-half (37.5) hours, but for a minimum of twenty (20) hours, per week. The Employer will make every effort to create full time positions where possible.
- 1.02 Casual employees** are those employees who are employed for relief purposes. Casuals may also be used to perform extraordinary or unusual work.
- 1.03 Days:** Unless otherwise stated, “days” means working days, excluding Saturdays, Sundays and Statutory Holidays.
- 1.04 Weeks:** Unless otherwise stated, “weeks” means a calendar week of seven (7) calendar days, from 00:01 hours (12:01 a.m.) Sunday to 24:00 hours (12:00 midnight) Saturday.
- 1.05 Words in Context:** Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as the plural or feminine or body corporate or politic where the context or the Parties hereto so require.
- 1.06 Calendar Year:** Unless otherwise stated, “calendar year” shall mean 12 calendar months commencing with the first day of January and ending December 31<sup>st</sup>.
- 1.07 Supervisors:** are those bargaining unit employees who perform supervisory duties, as delegated by Management, and who may participate in the investigatory process, but will not make final disciplinary decisions regarding any other bargaining unit employee. Reporting and instructive documents written for or at the request of management by bargaining unit employees are records of events, but are not, in and of themselves, disciplinary documents.

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**1.08 Depot:** is a service or work location from which the Employer organizes HandyDART transportation in Metro Vancouver as defined by TransLink. For seniority purposes, every employee is assigned to a depot as follows:

- a) Drivers are assigned to the depot from which they commence work;
- b) Mechanics and Utility workers are assigned to the Mechanics Depot;
- c) All other employees are assigned to the “Office Depot”;

It is understood by the parties that for the purposes of this Article, the depot assigned may not be the physical work location to which the employee starts or finishes their shift.

In the event that the Employer establishes a new work location, the parties will meet to discuss the implementation and impact on employees and must mutually agree whether the location constitutes a “depot” for seniority purposes.

### **ARTICLE 2.00 COVERAGE, DURATION AND EFFECT**

#### **2.01 Coverage**

This Agreement shall cover and be binding upon all employees of the Employer covered by the Union’s certification issued by the British Columbia Labour Relations Board except those excluded by the Code and those positions listed below:

Regional Vice President, Executive Assistant, Operations Manager, Customer Service Manager, Maintenance Manager, Dispatch Manager, Depot Manager, Consumer Advocacy Manager, Training Manager, General Manager, Call Centre Manager, Drive Cam Manager, Director of Safety & Training, Director of Human Resources, Human Resources Generalist, Financial Reports Manager, Operations Analyst, IT Manager, Payroll Manager, Scheduling Manager, Booking Manager, Controller, and Product Director.

With regard to the following positions that are also currently excluded from the bargaining unit, the Union may refer the question of whether any of these positions are properly excluded to the Labour Relations Board: Safety Manager, Assistant Maintenance Manager, Customer Service Specialist, and MDT Manager. The parties agree that unless and until the Labour Relations Board determines that such position(s) is not properly excluded from the bargaining unit; such positions will continue to be excluded from the bargaining unit.

The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart of the department or program where the position is located, a copy of the job

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description and reason for exclusion. If no agreement is reached within sixty (60) days of the notification either Party may refer the matter to the Labour Relations Board, or a mutually agreed to arbitrator, for a final and binding determination.

## **2.02 Duration of Agreement**

This Agreement shall be in force from January 1, 2017 until December 31, 2017. Notwithstanding the foregoing, the Parties specifically agree that all of the terms and conditions in the Collective Agreement will become effective only upon the date of ratification of this Collective Agreement by the Union membership unless specifically stated otherwise in this Collective Agreement.

Pursuant to Section 50, Subsection (4) of the Labour Relations Code of British Columbia (S.B.C. 1992 Chapter 82) the operation of Section 50, Subsections (2) and (3) are excluded from this Agreement.

## **2.03 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

## **2.04 Conflict with Rules**

This Agreement shall take precedence over any workplace rules. In the event of conflict between the contents of this Agreement, and any rule made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule.

The Employer shall have the right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this collective agreement. The Employer will notify the Union in writing of all changes in policy, rules and regulations at least thirty (30) days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Employer Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Employer to discuss the intent and purpose of any new rule, policy, or regulation. Disagreements concerning the implementation of any rule, policy or regulation conflicting with the terms of this Agreement are subject to the grievance



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procedure contained in this Agreement. If the Union fails to file a grievance within fifteen (15) days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

### **2.05 Notice to Commence Bargaining**

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either Party may give to the other Party written notice of its intention to commence negotiations leading to a renewal of this Agreement. If no agreement is reached at the expiration of this Agreement, and negotiations are continuing between the Parties to this Agreement, then this Agreement shall remain in full force up to the time an agreement is reached, unless a strike or lockout occurs.

### **2.06 Disputes, Strikes and Lockouts**

There must be no strikes or lockouts so long as this agreement continues to operate.

## **ARTICLE 3.00 UNION RECOGNITION AND SECURITY**

### **3.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certification.

### **3.02 No Discrimination for Union Activity**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Union will be allowed access to the premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of the collective agreement are being upheld and the activities will not in any manner interfere with the performance of work by the employee.

The Employer recognizes any employee or person elected, appointed or delegated to act as an Officer or representative of the Union, and those individuals shall not be unreasonably denied access to the Employer's premises upon giving notice of their arrival to the Employer.



### **3.03 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select Stewards to represent employees. The Employer recognizes the Union's right to designate a Chief Shop Steward, for the purposes of directing the conduct of Stewards involved with grievances.

The Union agrees to provide the Employer with a list of the employees designated as Stewards and alternates. The Employer will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

The Union may initiate an individual, group or policy grievance on its own behalf where it disputes any application, interpretation or alleged violation of an article of this Agreement.

### **3.04 Duties and Responsibilities of Stewards**

The duties of stewards include but are not limited to the following:

- a) investigating employee concerns, and
- b) investigating grievances, and
- c) preparing and presenting grievances and/or assisting employees in preparing and presenting a grievance, with or without the assistance of the Chief Shop Steward, in accordance with the grievance procedure, and upon review of the facts, either making a recommendation of a settlement to the Local or proceeding to the next Step, and
- d) supervising ballot boxes and other related functions during ratification votes, and
- e) attending meetings called by management and
- f) accompanying an employee at a meeting called by the Employer, where disciplinary action is anticipated, and
- g) meeting with new employees as a group during the orientation program, and
- h) acting as appointees to the Union/Management Committee.

**3.05 Conditions Governing Stewards**

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform duties d) through h) above when they:

- a) have received prior consent from their supervisor before leaving their work area. Such consent shall not be unreasonably withheld; and
- b) make every endeavor to complete their business in as short a time as possible, and
- c) advise their supervisor of their return to the work area.

For further clarification of 3.04 e) and f), the Employer will pay for a maximum of one (1) shop steward. The Chief Shop Steward may appoint one (1) additional steward, to be paid by the Union, to attend the meetings.

The Union shall pay the steward to perform duties a), b) and c) of Article 3.04 above during their working shift. The Union agrees to provide the Employer at least forty eight (48) hours advance written notice of time off to conduct duties a), b) and c) of Article 3.04, which shall not be unreasonably withheld in keeping with operational demands.

**3.06 Time Off for Union Business**

**3.06.1** Leave of absence without loss of pay shall be granted to employees who are representatives of the Union on the bargaining committee (up to six (6) members of the bargaining unit) to carry on mutually scheduled negotiations with the Employer.

**3.06.2** Leave of absence without pay and without loss of seniority will be granted to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; for elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment; and for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.

**3.06.3** Employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence. Permission for the Leave of Absence shall not be unreasonably withheld. Employees performing duties under Article 3.04 or on leave for union business shall be continued on the payroll, and shall be credited for all purposes including, but not limited to, service, seniority, wages, benefits, accruals, perquisites, qualification requirements and all rights to which they would be entitled if they were working their regular duties. In the

case of employees on Leave pursuant to Article 3.06.2, when said leave without pay is granted, the Union shall reimburse the Employer for the wage and benefit costs incurred. In the case that the Union representative is a Casual or regular employee who was not previously scheduled to work, the Union shall advise the Employer of the hours to be credited to the employee for attending to union business and shall reimburse said costs. Invoices are payable within thirty (30) days upon receipt of the invoice.

- 3.06.4** Union Officers elected to full time Union office may elect, at the employees option, to be placed on an indefinite Leave of Absence, waiving their right to be continued on the payroll of the Employer. Such Union Officers shall remain on the seniority list, and continuing to accrue seniority on the same basis as if they were working their regular duties.

**3.07 Security, Union Membership and Dues**

**3.07.1 Union Membership**

- a) All employees in the bargaining unit shall, as a condition of employment, become members of the Union and maintain such membership. Any employee, who fails to maintain membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) days written notice to the Employer by the Union of the employee's failure to maintain membership in good standing.
- b) Should the Union notify the Employer in writing within the said ten (10) day period that the member is again a member in good standing, then the original discharge notice to the Employer shall be deemed to be null and void and accordingly the said member shall not be discharged.

**3.07.2 Deductions**

The Employer shall honor a written assignment of wages to the Union for initiation fees, dues and assessments which may be made against members of the Union. As required by the Union's dues structure, the Employer shall deduct from the employee's pay an amount required by this assignment and the Employer shall remit each month the total of wages so deducted to a designated Officer of the Union. Each remittance from the Employer shall be accompanied by a list of names as well as classifications of those employees for whom deductions were made, together with the amounts deducted from each employee.

### **3.07.3 Correspondence and Directives**

The Employer shall forward to the President of the Union or his designate a copy of any directives circulated to employees pertaining to the interpretation or application of this Agreement and any correspondence to any employee pertaining to the interpretation or application of this Agreement as it applies to that employee.

### **3.07.4 Bulletin Boards and Union communication**

The Employer shall provide bulletin board facilities in mutually acceptable locations, for the exclusive use of the Union at each worksite. The Employer shall provide access to employee mailboxes, or such other forms of inter site mail communication as shall exist, for the distribution of Union communication to its members. Nothing will be posted or distributed that disparages the Employer, the Union, the client or any other person or employee.

### **3.07.5 Orientation for New Employees**

The Employer shall provide to the Union, sixty (60) minutes of paid time, to provide an orientation to the Union for new employees. Time shall be allotted during the orientation of new employees, and the Union officer designated by the Union, shall, by prior arrangement, be afforded the opportunity to meet with new employees, during the working shift, at no loss in pay. In classes of more than ten (10) employees, the Employer shall pay for one additional Union officer to attend for the allotted time.

### **3.07.6 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross an authorized picket line arising out of a labour dispute concerning work performed outside the scope of this collective agreement. An employee failing to report for work shall be considered to be absent without pay. Failure to cross such a picket line in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **3.08 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to and discussed with the Union and shall become recognized job descriptions. Job Descriptions so presented may be grieved in relation to, but not limited to, bona fide qualifications and appropriate classification and/or pay rate.

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Should the Union fail to file a grievance regarding a job description within thirty (30) days of it being presented to the Union, the job description shall be considered fully accepted by the Union.

### **3.09 Union Notifications**

The Employer shall provide to the Union within three (3) days from the date of hire, the name and address of all newly hired bargaining unit employees. The Employer will notify the Union within forty eight (48) hours of the termination date (voluntary/involuntary) of any bargaining unit employee.

Copies of bargaining unit job vacancies and notices of recall shall be provided to the Union within three (3) days of posting. The Employer shall also notify the Union within three (3) days of filling a position, with the name of the successful candidate.

Each month, the Employer will provide the Union with a report of leaves of absence in excess of fourteen (14) days; and a list of current addresses for all bargaining unit employees.

### **3.10 Labour Management Committee**

A Labour Management Committee shall be established and shall meet at least every three (3) months, or more frequently by mutual agreement between the Parties, to exchange information and have discussions.

The Committee shall consist of equal representation. A quorum shall consist of a minimum of three (3) members from each party, with each party deciding their respective committee members. Committee representatives shall be paid for the meeting, by the Employer, at the appropriate rate of pay. The Committee meeting times and agendas shall be set by mutual agreement. Minutes of the meeting must be approved by both parties before being posted. The Chair and Secretary functions will be filled by a Union and Employer representative respectively. At each meeting, the parties will alternate the filling of the Chair and Secretary functions between them. The committee's purpose is to discuss issues and problems, and address solutions in a collaborative manner. The LMC shall not replace the grievance procedure contained in this collective agreement in any way. The Committee, however, is authorized to address and settle some procedural issues or practices in need of resolution with negotiated MOUs or other means of memorialization by mutual agreement, subject to approval by the membership.

### **3.11 Employer's Rights**

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement or Federal/Provincial Statute otherwise specifies or restricts with specific provisions.

The Employer has the right to create, amend and revise Policies, Rules, and Regulations not in conflict with this collective agreement or Federal/Provincial Statute. The Employer will issue all employees a current MVT Canadian Bus Employee Handbook outlining rules, regulations and policies. The Union reserves the right to grieve any issue within the Employee handbook that the Union feels is unreasonable, a violation of law, or in violation of the terms of this collective agreement.

Prior to the implementation of any new or revised Rule, Regulation or Policy, the Employer shall give a copy to the Union, at least thirty (30) business days prior to the implementation so that the Union has an opportunity to discuss any concerns or disagreements. Disagreements concerning the implementation or application of any Employer Rule, Policy or Regulation are subject to the grievance process contained in this collective agreement.

### **3.12 Human Rights/Harassment**

**3.12.1** The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

**3.12.2** Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purposes, toward an individual or individuals by either employees, or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia, including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

**3.12.3** Protection against harassment for employees extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of, or arising from, the employment relationship.

**3.12.4** An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint through the Union to the Employer designate. Harassment complaints may also be pursued

pursuant to Article 4 – Grievances. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

- 3.12.5** None of the above shall in any way prohibit the right of a complainant to pursue a complaint under the Human Rights Code of British Columbia.

## **ARTICLE 4.00 GRIEVANCES**

### **4.01 Definitions**

- a) "Grievance" means any difference between the Parties respecting the interpretation, application, operation or any alleged violation of this Agreement, including the dismissal, discipline or suspension of an employee bound by this Agreement, including any question as to whether any matter can be the subject of the Grievance Procedure as set out below, and including an individual, group, or policy grievance.
- b) "Chief Shop Steward" means the Officer designated by the Union as Chief Shop Steward, who shall assign, direct and assist the work of Shop Stewards.

### **4.02 Grievance Procedure**

Either party may initiate a grievance. The procedure for resolving a grievance shall be the grievance procedure set out in Article 4. In the event that the Employer files a grievance, the Union and Employer roles in the procedure are reversed.

If a grievance is not settled at any one stage of the procedure set out below, then the moving party shall have the alternative either to withdraw it or to proceed to the next successive step within the time limits set out in this Article. If the moving party does not present a grievance to the next higher level, the grievance will be deemed withdrawn, however, the moving party shall not be deemed to have prejudiced its position on any further grievance.

The time limits contained in this grievance procedure may be altered only by written mutual consent of the parties.

The Company and the Union believe in order to foster good Labour Management relations, potential grievances may be best addressed if they are informally discussed as early as possible after the issue is known. Failure to engage in such discussion is not a barrier to processing a grievance through the stages.



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At every step of the grievance procedure, the employee shall have the right to have a Steward present.

The procedure is premised on full disclosure and constructive discussion of the difference, including the provision of all necessary documents and or materials for the investigation of the difference being investigated.

### **4.02.1 Step One - Verbal**

The employee and/or Shop Steward may initiate Step One. Step One must be initiated within fifteen (15) days after the date:

- a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

Step One is a discussion(s) between the employee and/or Shop Steward and the Employer's representative who made the decision or who can alter the circumstance giving rise to the difference. The Employer must arrange to meet for a Step One discussion within fifteen (15) days of the employee and/or Shop Steward declaring the grievance. Should the matter not be resolved, then within ten (10) days of the Step One discussion, the Employer shall provide a written reply, setting out their position, reasons and the respective Collective Agreement articles upon which they rely. If the matter is not resolved at Step One then the Union may advance the grievance to Step Two. The Step Two grievance must be presented in writing within fifteen (15) days of receipt of a denial by the Employer.

### **4.02.2 Step Two - Written**

The Step Two grievance shall be in writing, and shall set out:

- a) the nature and details of the grievance, the date of the alleged violation, (if applicable) and the circumstances from which it arose;
- b) the article(s) of the Agreement alleged to have been violated and the remedy or correction required.

Upon presentation of the written grievance to the General Manager, or his designee the parties shall engage without undue delay in discussions to resolve the Grievance. Should the matter not be resolved, then within ten (10) days of the Step Two discussion the Employer shall provide a written reply, setting out their position, reasons

and the respective Collective Agreement articles upon which they rely. If written reply is not provided within the ten (10) days, the grievance shall automatically proceed to Step Three.

### **Dismissal or Suspension**

Those grievances concerning the suspension and/or dismissal of an employee shall commence directly at Step Two, within fifteen (15) days of such employee being notified of such suspension and/or dismissal.

#### **4.02.3 Step Three**

Within twenty-one (21) days after receipt of the written reply in Step Two the Union and the Employer shall meet to consider the outstanding grievance(s). At Step Three, the parties agree to ensure that full disclosure and discussion occurs in an attempt to secure resolution. In the event that the matter is not concluded at Step Three, the Employer shall, within twenty-one (21) days of the Step Three meeting, provide a written reply stating the Employer's decision concerning the grievance.

### **4.03 Third Party Resolution**

In order to settle or provide for full and final resolution of Grievances, the Union may decide to proceed to a Third Party for resolution. Such decision must be made and sent to the Employer in writing within thirty (30) days of receipt of the Step Three reply, or in the event that said written reply is not provided then within sixty (60) days of the Step Three meeting, refer the matter to a third party as set out below, by written notice to the Employer. Each party shall bear the costs of their own case, and the fees and expenses of the third party shall be shared equally.

#### **4.03.1 Investigator**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to the whether a matter is arbitral, during the term of the Collective Agreement, the Union and the Employer may mutually agree to refer the difference to Vince Ready, Joan Gordon, Heather Laing, Chris Sullivan, Mark Atkinson, Barbara Junker or a substitute agreed to by the Parties, to investigate the difference, define the issue in the difference, and make written recommendations to resolve the difference, within five (5) days of receipt of the request. For those five days, the time limits of the grievance procedure do not run.

### **4.03.2 Expedited Arbitration**

By mutual agreement, the parties may choose to send a grievance for full and final resolution to an expedited arbitration, except that the following grievances will not be deemed appropriate for this process;

- a) dismissals
- b) suspensions in excess of ten (10) workdays
- c) policy grievances
- d) grievances requiring presentation of extrinsic evidence
- e) grievances arising from a duty to accommodate.

### **4.03.3 Expedited Arbitration Process**

The Expedited Arbitration process is as follows:

- a) it is intended to be informal and non-legal, and outside lawyers will not be used to represent either Party;
- b) the parties will make every effort to make use of an agreed to statement of facts;
- c) all presentations are to be short and concise and are to include a comprehensive opening statement;
- d) the parties agree to make limited use of authorities during their presentations;
- e) the Arbitrator shall hear the grievance(s) and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision;
- f) prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance;
- g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- h) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;

- i) the parties shall equally share the cost of the fees and expenses of the Arbitrator.
- j) the decision of the Arbitrator shall be final and binding, and it shall not be the intention of either Party to appeal a decision of the Expedited Arbitrator.
- k) The Expedited Arbitrator, who shall be a sole arbitrator, shall be selected from the Investigator list, or shall be a substitute mutually agreed by the Parties.

**4.03.4 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 decision shall be final and binding upon the Parties and upon any employee affected by it.

**ARTICLE 5.00 PROBATION, SENIORITY**

**5.01 Probationary, Qualifying**

**5.01.1** Each new employee hired by the Employer shall be placed on probation for a period of four hundred and fifty (450) hours of work in which the Employer may assess the employee's performance. This probationary period may be extended for up to an additional three hundred (300) hours of work, provided that the Employer and the Union mutually agree to such an extension.

**5.01.2** The Employer may terminate the employment of the probationary employee during the probationary period for just and reasonable cause.

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**5.01.2.1** The Employer may reject a probationary employee as outlined in 5.01.2, and will provide the reasons for rejection in writing. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which s/he has been appointed.

**5.01.3** Where a probationary employee is not notified of his rejection before the conclusion of his probationary period, it is understood that the probationary period has been successfully completed.

**5.01.4** Current employees who are the successful applicants on a new position, or are transferred to a new position, including casual employees who become regular employees, shall be entitled to a qualifying period of three hundred (300) hours and shall not serve a probationary period as defined in this Article. During the Qualifying period the employee shall receive full pay, seniority, benefits and perquisites. If an employee is deemed unsatisfactory in the new position during this Qualifying period, or voluntarily chooses to return to their previous position, then the employee shall be returned to their former position and/or status at no loss in wages, seniority, benefits and perquisites.

### **5.02 Seniority**

**5.02.1** The Employer shall maintain one Master Seniority list for all employees, showing the date (listed as “day, month, year”) each employee commenced employment with the Employer. The Employer shall also maintain one list for all regular employees, and one list for all casual employees.

**5.02.2** Up-to-date seniority lists shall be sent to the Union on a quarterly basis. Seniority will be calculated from the first date of employment with MVT or a prior HandyDART service provider, as agreed to by the Union and Employer, if there has been no break in service.

**5.02.3** In addition to the Master Seniority list, the Employer shall maintain a seniority list for each depot showing the date each employee commenced employment with the Employer, their classification, and their status as either a regular or casual employee.

**5.02.4** All employees shall continue to accrue seniority while off work due to illness, injury, approved leaves or layoff.

**5.02.5** Management will present the Union with an updated employee phone and address list within a reasonable period of time, when requested by the President.

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- 5.02.6** No officer or member of the Union shall furnish to any unauthorized person a list of the names and addresses of the membership.
- 5.02.7** Employees are not required to resign and be rehired to move between lists. Such transitions will not trigger a “new employee” probationary period. Transition from regular to casual in the same type of work will not be subject to qualifying period as in 17.01.4.
- 5.02.8** An employee shall not lose seniority if absent from work or unavailable for work under circumstances of illness, accident or injury reported to the Employer by an employee or employee’s representative.
- 5.02.9** An employee shall not lose seniority if absent from work under circumstances constituting an approved leave of absence by the Employer.
- 5.02.10** An employee shall lose seniority in the event of:
- a) Voluntary termination;
  - b) Discharge for just cause;
  - c) Lay-off for more than twenty-four (24) months.
- 5.02.11** In the event of a dispute regarding seniority dates, the Union will determine the outcome and advise the Employer of the result of the determination.

### **ARTICLE 6.00 WAGES**

#### **6.01 Acting Capacity**

Any bargaining unit employee filling in for another bargaining unit employee who is paid at a higher rate will be paid the higher rate for all time so worked totaling one half (1/2) hour or greater in a shift. Any employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the employee’s higher rate. The above will apply to all regular and casual employees when performing such duties.

#### **6.02 Rounding Off**

All wage rates and any increases thereto as set out in APPENDIX “A” of this Agreement is to be rounded to the nearest whole cent. One-half (.5) of one (1) cent and over are to be rounded upwards to the next whole cent. Less than one-half (.5) of one (1) cent is to be rounded down to the last whole cent.

### **6.03 New or Changed Positions**

- 6.03.1** In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and a written notice shall be given to the Union, and unless written notice of objection thereto by the Union is given to the Employer 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 Employer for such new positions is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.
- 6.03.2** In the event the Employer adopts new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to change in job content, and/or required qualifications and if necessary any change in the job classification or wage rate. If notice of objection is not received from the Union within twenty (20) days after such notice, then the classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the change in job content and/or requirements.
- 6.03.3** In the event that Employer introduces the use of larger vehicles (beyond current fleet configuration at the time of ratification) requiring a higher class of driver's license to operate, the Employer shall establish a wage premium for the operation of such vehicles. Notice shall be given to the Union and the premium shall be subject to negotiation or arbitration as per 6.03.2. Further, the Employer shall provide training and testing vehicles such that affected employees may upgrade their licenses.

### **6.04 Minimum Hours**

- 6.04.1** All regular full time non-maintenance employees who report to work as scheduled shall be paid a minimum of seven and one half (7.5) hours per scheduled shift and thirty seven and one half (37.5) hours over five (5) consecutive days per week or a minimum of nine and one half (9.5) hours per shift, and thirty-eight (38) hours over four (4) consecutive days per week. Regular full time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.
- 6.04.2** All regular part time employees shall be paid a minimum of four (4) hours per scheduled shift. Part time employees shall be regularly



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scheduled for a minimum of twenty (20) hours per week, with a minimum of two (2) consecutive days off. Regular part time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.

Part time employees will have the right to utilize their seniority in order to access extra work up to a maximum of thirty-seven and a half (37.5) hours per week, over five (5) consecutive days in a row. Overtime work shall be assigned as per Article 6.06.5 for Drivers and Article 6.06.6 for office employees. For the purpose of accessing extra work the following shall apply:

- a) Part time employees shall access work on days in which they have no scheduled shift with the same priority, sign-up systems, seniority rights, etc. as provided to Casuals in Article 18:00.
- b) For the purpose of accessing work on days in which they have no scheduled shift, part time employees may elect at any time to be added to the Casual call in system (Article 18:00) and to register for work at both a primary and any secondary depots on the same basis and integrated by depot seniority with the casuals. Article 6.06.3, double time for work on day off will not apply.
- c) In order of depot seniority, part time employees will be offered available extra hours that extend their scheduled shift to a shift of up to seven and a half (7.5) hours.

**6.04.3** All casual employees required to report for a shift shall be paid for the entire duration of the shift assigned or a minimum of four (4) hours per day (whichever is greater). Casual employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.

**6.04.4** Any regular employee recalled to work in addition to and outside of but not adjoining their normally scheduled hours shall be paid a minimum of two (2) hours at the applicable overtime rate of pay.

### **6.05 Starting and Finishing Time**

**6.05.1** Every driver position shall have a designated depot from which they will depart and return at the end of their shift. Drivers will have included in their shift fifteen (15) minutes pre-trip and five (5) minutes post-trip. In the event a driver exceeds the allotted pre-trip and/or post-trip time they must indicate the reason on their Route Summary Sheet. The delay must be a bona fide operational issue, including but not limited to: dead

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battery, flat tire, scraping ice off of windows, technological issue, parking obstruction.

### **6.05.2** Commencement of work shall occur:

- a) for all regular employees other than Drivers and Casuals at the start time designated on their posting;
- b) for casual employees at the start time provided by the Employer;
- c) for regular Drivers at the start time designated for their particular run at the time of the Driver shift sign up.

### **6.06 Overtime**

Overtime for all non-maintenance employees must first be approved by the employer and shall be paid at the following rates:

**6.06.1** The rate of time and one-half of their regular hourly rate of pay for the first two (2) hours of overtime worked beyond seven and a half (7.5) hours in any one day, and double time thereafter.

**6.06.2** For Casual or Regular Part-time employees, time and one-half the employee's regular hourly rate of pay for each hour worked in excess of thirty-seven and a half (37.5) hours in any one week, excluding hours worked in excess of seven and a half (7.5) in any one day;

**6.06.3** Regular employees called in to work on their day off shall be paid at double (2) times their regular hourly rate for all hours actually worked. A four (4) hour minimum shall apply to all call-ins under this Clause only.

**6.06.4** Unpaid lunch periods will not be counted in calculating the above overtime hours.

**6.06.5** Driver overtime shall be voluntary and will be assigned as follows.

Work on Day off (WODO):

- a) To all regular Drivers from the depot where the overtime is needed by depot seniority,
- b) To all regular Drivers, by master seniority, who have signed to work overtime on the secondary list for that depot.
- c) To any qualified regular employee, by master seniority, who has signed to work overtime on the secondary list for that depot.

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The Employer will exhaust all time and one half overtime options before assigning Work on Day Off at double time.

If there are still insufficient volunteers available, then the overtime will be assigned in reverse depot seniority subject to management relieving the employee from this obligation in the event of compelling personal circumstances.

Day of Overtime:

In circumstances where additional work may require Drivers to do overtime attached to their existing shifts, any such overtime greater than thirty (30) minutes will be awarded by depot seniority to those Drivers who have agreed to overtime and can arrive at the location within the scheduled pick-up window.

**6.06.6** Overtime for Office employees shall be voluntary and will be assigned as follows:

Work on Day off (WODO):

- a) To regular employees who work in the classification in which the overtime is needed, by depot seniority,
- b) To all regular employees in the office depot qualified in the classification in which the overtime is needed, by depot seniority.
- c) To any qualified regular employee by master seniority.

The Employer will exhaust all time and one half overtime options before assigning Work on Day Off at double time.

If there are still insufficient volunteers available, then the overtime will be assigned in reverse depot seniority subject to management relieving the employee from this obligation in the event of compelling personal circumstances.

Day of Overtime:

In circumstances where additional work may require Office workers to do overtime attached to their existing shifts, the work shall be voluntary and offered by seniority as follows:

- a) To regular employees who work in the classification in which the overtime is needed, by depot seniority
- b) To all employees in the office depot qualified in the classification in which the overtime is needed, by depot seniority
- c) To any qualified employee by master seniority.

If there are still insufficient volunteers available, then the overtime will be assigned in reverse depot seniority subject to management relieving the employee from this obligation in the event of compelling personal circumstances.

**ARTICLE 7.00 PAY PERIOD**

**7.01 Pay**

**7.01.1** Employees will be paid bi-weekly.

**7.01.2** Payroll will be effected by Direct Deposit.

**7.01.3.1** Assignment of Wages - The Employer will honour an employee's written assignment of wages consistent with the terms of Part 3 section 22 of the Employment Standards Act [RSBC 1996] Chapter 113 as they exist at the date of signing of this Agreement.

**Assignments: Employment Standards Act, Part 3 Section 22:**

- “22 (1) An employer must honour an employee's written assignment of wages
- (a) to a trade union in accordance with the Labour Relations Code,
  - (b) to a charitable or other organization, or a pension or superannuation or other plan, if the amounts assigned are deductible for income tax purposes under the Income Tax Act (Canada),
  - (c) to a person to whom the employee is required under a maintenance order, as defined in the Family Maintenance Enforcement Act, to pay maintenance, and
  - (d) to an insurance company for insurance or medical or dental coverage.
  - (e) [Repealed 2003-65-5.]
  - (2) [Repealed 2003-65-5.]
  - (3) An employer must honour an assignment of wages authorized by a collective agreement.
  - (4) An employer may honour an employee's written assignment of wages to meet a credit obligation.”

**ARTICLE 8.00 BENEFITS AND PENSION**

**8.01 Benefits**

The Employer will offer the following benefits to all Regular Employees, subject to approval from the insurance carriers:

- Extended Health
- Dental
- Life Insurance
- Accidental Death & Dismemberment (AD&D)
- Employee Assistance Program (EAP)
- Long Term Disability (LTD)

**8.01.1** The Employer will pay 100% of the premiums for the benefits outlined in Article 8.01 for all eligible employees.

**8.01.2** All regular part-time employees who work an average of eighty (80) hours per month shall be entitled to the benefits defined in Article 8.01. An average will be determined on the basis of work performed by the employee in the four (4) previous months. New employees will become eligible once the conditions of this article have been met. The cost sharing of these benefits will be in accordance with Article 8.01.1.

**8.01.3** The Employer agrees to grandfather the following Casual Employees for all benefits outlined in Article 8.01, except for LTD coverage, provided they remain eligible as per article 8.01.2:

Lori Plotnikoff	Aaron Walsh
Tyler Felbel	Ken Rice

If any of these employees fail to remain eligible as per Article 8.01.2, they shall no longer be entitled to these grandfathered Casual benefits from that point forward. Article 18.05 (Casual Premium) shall not apply to the 4 employees outlined in Article 8.01.3 so long as they maintain benefit coverage.

**8.02 Medical Services Plan (MSP)**

Regular employees and their eligible dependents shall receive coverage under the Medical Services Plan, with the Employer paying 100% of the premiums. The employee will be able to waive benefits if equivalent benefits are provided through their spouse's Employer plan.

## 8.03 Pensions

### 8.03.1 Municipal Pension Plan (“MPP”)

All casual, full & part-time employees who are enrolled and contributing to the MPP upon ratification of this agreement will continue to be enrolled in the MPP.

An employee who posts into a permanent regular full or part-time position shall be enrolled in the MPP effective the date of status change.

Casual employees who meet the 35% YMPE criteria (as defined by the MPP rules) will have the option of joining the MPP.

Newly hired casual employees who meet the following criteria upon hire will be enrolled in the MPP effective the date of hire:

- a. Are concurrently employed and contributing to the MPP through another employer.
- b. Contributed to the MPP through another employer within thirty (30) days prior to being hired by MVT.

### 8.03.2 Registered Retirement Savings Plan (“RRSP”)

All casual, full & part-time employees (who had previously opted-out of the MPP) and are in receipt of RRSP contributions upon ratification of this agreement will continue to receive RRSP contributions (as outlined below) until they reach the maximum age as defined by Canada Revenue Agency.

- Employee contributes 0%, Employer contributes 6% of base wages per pay period; or
- Employee contributes 7%, Employer contributes 7% of base wages per pay period.

**ARTICLE 9.00 OTHER DUTIES**

**9.01 Court Proceedings**

**9.01.1** The Employee must notify the Employer prior to the commencement of any trial or proceeding in respect of which the employee may seek reimbursement.

**9.01.2** Any employee required by an Employer subpoena/summons or Crown subpoena/summons to attend, for any reason, before a Court, on a date upon which they would normally work for the Employer, shall be booked off for the entire shift. Employees required by the Employer to attend before a legal body on their regular scheduled work day shall be paid straight time for their regular bid time. Employees required by the Employer to attend a court proceeding on their scheduled days off will be paid for their attendance and will be given alternate days off in lieu. All reasonable expenses will be reimbursed if the court proceedings are beyond the Greater Vancouver area for Employer required attendance. Employees required to attend court by Crown summons/subpoena concerning a matter unrelated to the Employer shall not be paid for time spent at the proceeding.

**9.01.3** Any fee or payment made to the employee in connection with the above shall be returned to the Employer.

**9.01.4 Jury Duty**

Regular employees, who are required to serve as jurors or witnesses in any court, provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to a maximum of six (6) months. Benefits for employees serving as jurors will be continued as per the BC Employment Standards Act, Part 6, Section 56.

An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court.

In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

For any claim under this article the Employer may request verification.



**9.02 Medical Examination**

Medical examinations required of an employee by the Employer and/or necessary for retention of qualification for their position and not paid for by the employee's medical insurance, shall be paid for by the Employer.

**9.03 Report for Other Employer Business**

**9.03.1** An employee shall not lose pay when required to be away from home on the Employer's business.

**9.03.2** An employee who is away from home on the Employer's business shall be reimbursed for reasonable expenses.

**9.03.3** An employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the employee's higher rate.

**9.04 Call-Ins by the Employer**

If any employee is called in by the Employer outside his normal working hours for an interview or for any other purpose other than office, maintenance or driving shifts, a job application interview, or training pursuant to Clause 21.04 of this Agreement, he shall be paid at that employee's regular rate of pay for the time of his attendance.

A minimum payment of one (1) hour shall apply to such call-ins. A call-in may be to a location other than the Employer office. If such location is not the employee's home depot, he shall be compensated for mileage from his home, or home depot (whichever is closest) to and from the location at the rate per kilometer set by the Canada Revenue Agency, plus any additional bridge tolls incurred.

**9.05 Cancellation of a Shift for a Casual Employee**

If a casual employee has been assigned a shift, the Employer has the right to cancel that shift at any time. If the Employer cancels the shift less than twenty-four (24) hours prior to the scheduled start time of that shift, the Employer will pay the casual employee four (4) hours pay.

**ARTICLE 10.00 VACATION LEAVE**

**10.01 General Policies for Annual Vacation Leave:**

**10.01.1 Vacation Pay While Still Working**

Unless 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.

**10.01.2 Vacation Period**

Employees must take their vacation leave at a time appropriate to the classification in which they work. The Employer reserves the right to determine suitable times for vacation leave within each classification or depot in keeping with workloads, however the Employer must ensure that there are sufficient opportunities for employees to take their vacation entitlement and will approve at least twenty percent (20%) of the employees off each week. Vacation leave at selected times shall not be unreasonably denied. Vacation leave shall be compensated at the pay rate applicable on the dates of the vacation period.

**10.01.3 Seniority for Vacation Purposes**

**10.01.3.1** Vacation lists for the following year shall be posted in the Depot Office by October 1<sup>st</sup> of each year. Employees will sign up in order of seniority, based on the depot seniority list, for available vacation weeks – for a minimum of three weeks (for employees who have three (3) weeks or more). Sign up times will be designated by the Employer at all depots, and this schedule shall be posted along with the vacation calendar. Employees who are not prepared to make their selection will be by-passed. Employees who will be absent may leave a selection sheet or appoint someone to pick for them. The vacation pick must be complete by December 1<sup>st</sup> of each year. After December 1<sup>st</sup> vacation times will be allotted on a first-come first-serve basis.

**10.01.3.2** All employees entitled to more than three weeks' vacation may hold on to any of their additional said weeks' vacation which may be taken as weekly blocks or individual days throughout the following vacation year which must be used by December 1<sup>st</sup> of that year.

## **10.01.3.3 Vacated Vacation Periods**

In the event that a picked week's vacation becomes vacant the Employer will post it for three (3) weeks so that other employees per Article 10.01.3.2 may sign for the vacated period according to seniority. Subsequent vacated approved vacation weeks as a result of an employee changing their pre-approved vacation shall not be posted.

## **10.01.3.4 Vacation Schedule**

The Employer shall post a complete vacation schedule for all employees by December 31<sup>st</sup> of each calendar year at each depot.

## **10.01.4 Carry Over**

Vacation time up to a maximum of one (1) week may be carried over for a maximum of two (2) years after the year in which it would normally be taken. Carried over vacation may only be used after all vacation selection times pursuant to Article 10.01.3.1 and .2 have been selected. This time will be paid at rates in effect at the time that the vacation is actually taken.

## **10.01.5 Statutory Holidays**

If an employee is on vacation leave when a statutory holiday occurs, this will not constitute a vacation day. However, Employees who are on a week of vacation when a statutory holiday occurs will be considered for work on the holiday only after other available Employees.

**ARTICLE 11.00 VACATION ENTITLEMENT**

**11.01 Entitlement for Regular Employees**

On January 1<sup>st</sup> of each calendar year all regular employees will be advanced their total entitlement days for the coming year according to the following formula:

Each employee shall receive fifteen (15) entitlement days in the year in which they complete one (1) year of service, and one (1) additional entitlement day shall be granted for each year completed thereafter to a maximum of thirty-five (35) entitlement days in a calendar year.

For the purpose of vacation entitlement, an employee's years of service shall be calculated from the employee's original date of hire as recognized on the Master Seniority List; and shall include the employee's unbroken length of service as a custom transit employee with any of the prior service providers who were predecessors to MVT on January 1<sup>st</sup>, 2009.

A vacation day is accrued based on seven and a half (7.5) hours.

**11.02 Entitlement for Casual Employees**

A casual employee shall not be entitled to annual vacation leave under this section, but will be paid the following amounts on each pay cheque:

- a) six (6) percent of wages in lieu of vacation, payable each pay period, from the date of hire to five (5) years of service;
- b) eight (8) percent of wages in lieu of vacation, payable each pay period, after completion of five (5) years service;
- c) ten (10) percent of wages in lieu of vacation, payable each pay period, after completion of ten (10) years service;
- d) twelve (12) percent of wages in lieu of vacation, payable each pay period, after completion of fifteen (15) years service.

Casual employees will receive the above vacation percentage entitlement based upon their date of hire as per the Master Seniority List.

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### **11.03 Termination or status change**

A Regular employee who terminates, or changes status from Regular to Casual shall receive in money any vacation that he has earned and not yet taken. Where an employee has taken more vacation than he has earned the Employer shall recover from the employee the amount of money equal to the unearned vacation the employee has taken.

### **11.04 Vacation Schedule for first incomplete year**

A new Regular Employee shall receive during the first incomplete year (Calendar Year) of service one and one quarter (1.25) working days for each month, or greater portion of a month, to be worked prior to December 31<sup>st</sup>. A new Regular Employee may not use vacation entitlement until the completion of his probationary period.

A Casual employee who changes status from Casual to Regular during their first incomplete year (Calendar Year) as a Regular employee shall receive during the first incomplete year (Calendar Year) a prorated portion of their vacation entitlement as per Article 11.01 for each month to be worked prior to December 31<sup>st</sup>.

**11.05** Regular part-time employees, and regular full time employees working a compressed work week schedule, shall be entitled to the same vacation pay accrual rate as regular full time employees on a pro-rated basis.

### **11.06 Rate of Vacation Pay**

Employees entitled to a vacation will be paid for each entitlement day an amount equal to the daily rate paid for their regularly scheduled shift or as required by the Employment Standards Act or other similar legislation as may from time-to-time be enacted, whichever is the greater amount.

### **11.07 Unpaid Leaves**

Any regular employee who is absent from work unpaid for a total of thirty (30) of their regular days or more in a calendar year shall have their annual vacation entitlement prorated. The preceding shall not apply to Jury Duty or any Leaves taken under Part 6 of the Employment Standards Act (except Section 52.2, Reservists' Leave).

### **11.08 Casual employees**

Casual employees who are filling a temporary position shall be entitled to apply for leaves of absence as per Article 13.00.

**ARTICLE 12.00 STATUTORY HOLIDAYS**

**12.01 Definitions**

For the purposes of this Agreement, the following shall be acknowledged as statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or any other additional public holidays gazetted, declared or proclaimed by the Government of Canada or by the Government of British Columbia.

The statutory holiday for all purposes of this Agreement is the day on which the statutory holiday actually falls. For example, if Canada Day falls on Sunday July 1, then the statutory holiday for all purposes of this Agreement will be the Sunday.

**12.02 Statutory Holidays on Non-Work Days**

- 12.02.1** If one or more consecutive statutory holiday(s) fall on a day which is not a regular employee's regular work day the next working day or, where there is an agreement between the Employer and the employee, the previous working day, will be granted in lieu thereof, with regular pay.
- 12.02.2** Alternatively, the employee may bank the statutory holiday; however any banked holiday(s) must be used by the end of the calendar year, except for Christmas Day and Boxing Day which must be used by March 31 of the following Calendar year.

**12.03 Work on Statutory Holidays**

- 12.03.1** Regular employees are automatically paid for statutory holidays and are assumed to be absent from work with pay.
- 12.03.2** Casual employees who work the calendar day both before and after a statutory holiday, will be paid for the statutory holiday at seven and one-half (7.5) hours at the employee's straight time hourly rate. Also casual employees who work fifteen (15) calendar days in the last thirty (30) calendar days prior to a statutory holiday will be paid for the statutory holiday. Casual employees who have worked in different

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classifications during the thirty days prior to the statutory holiday, who qualify for statutory holiday pay, will be paid at the rate in which they worked the majority of hours during that period. In the event the casual employee has worked an equal number of hours in more than one classification, they will be paid at the highest rate.

- 12.03.3** Work on a statutory holiday shall be voluntary. Employees who work on the statutory holiday will not be considered to have been called in to work regardless of whether the statutory holiday falls on their day off.

Regular Full Time Employees and Casual Employees who work on a Statutory Holiday shall be paid:

- (a) at the rate of one and a half (1.5) times the employee's straight time hourly rate for the full scheduled shift; and
- (b) seven and one half (7.5) hours pay at the employee's straight time hourly rate.

Regular Part Time Employees and Employees who work a compressed work week who work on a Statutory Holiday shall be paid:

- (a) at the rate of one and a half (1.5) times the employee's straight time hourly rate for the full scheduled shift; and
- (b) one (1) regular day of pay at straight time in accordance with their normal daily hours of work.

When an employee works on a statutory holiday he/she will not receive any additional pay or overtime for that day or week as a result of working the statutory holiday. For example, and without limiting the generality of the foregoing, Employees who work the statutory holiday will not be entitled to:

- (a) any WODO (work on day off) pay under Article 6.06.3;
- (b) the next (or previous) day off with pay in lieu of the stat holiday under Article 12.02.1 or any other provision in the Collective Agreement. This means that when an Employee works on a statutory holiday that falls on a day which is not the Employee's regular work day, such as a Sunday for an employee with a Monday to Friday work schedule, the Company will either schedule the Employee off on the following Monday without pay (and such time off will not be considered a leave of absence under Article 13.00) or assign the Employee to work Monday and pay the Employee at straight time;
- (c) bank the statutory holiday under Article 12.02.2;



- (d) any weekly overtime as a result of working the statutory holiday (e.g. if a Casual or Regular Part-Time Employee works more than 37.5 hours in a week due to working on the statutory holiday, the Employee will not be entitled to overtime under Article 6.06.2.

- 12.03.4** Work on a statutory holiday shall be posted and offered as follows:
- (a) at least (4) four weeks prior to each Statutory Holiday the Company will post on bulletin boards at each depot an Employee Depot Statutory Holiday Work form;
  - (b) Employees who wish to volunteer to work must sign up at least two (2) weeks prior to the statutory holiday on the Employee Depot Statutory Holiday Work Form;
  - (c) Where more employees from the Depot volunteer to work than are needed for the statutory holiday, Depot Seniority shall prevail and the most senior qualified employee in the classification from the Depot shall be permitted to work on the statutory holiday to fill the required shifts;
  - (d) Where not enough qualified employees from the Depot volunteer to work on the statutory holiday, qualified employees from secondary Depots who signed their Employee Depot Statutory Holiday Work Form at least two weeks prior to the statutory holiday but who are not assigned to work at their Depot on the statutory holiday will be permitted to work to fill in the shortfall;
  - (e) In the event there are still insufficient volunteers to fill the required shifts, then the Company may assign qualified employees from the classification in order of reverse Depot seniority to fill the shortfall, subject to management relieving the employee from this obligation in the event of compelling personal circumstances.

## **ARTICLE 13.00 LEAVES OF ABSENCE**

### **13.01 General Conditions**

- 13.01.1** The Union Office must be informed of leaves in excess of fourteen days. Leaves of absence without pay and without benefits will be considered upon request of the individual employee, subject to the approval of the Employer. An employee who is granted a leave of absence without pay that totals thirty (30) days or more in a calendar year shall be entitled to retain his membership in benefit plans subject to the employee paying the full amount of the contributions to the plan to cover the period of the absence after the initial thirty days.

The above shall not apply to Jury Duty or any Leaves taken under Part 6 of the Employment Standards Act (except Section 52.2, Reservists' Leave).

- 13.01.2** The Request For a Leave Form shall be submitted to the Employer seventy-two (72) hours prior to the commencement of any leave for five (5) days or less and fourteen (14) days prior to the commencement of any leave for a period longer than five (5) days.
- 13.01.3** Any reasonable request for leave shall not be refused by the Employer. The reasonableness of a request shall involve consideration of the underlying reason for the request; the Employer's staffing requirements during the period requested, and previous requests granted to the employee; this does not refer to Leaves of Absence for Union business. The seniority status of employees will not be affected when an employee is on sick leave or leave pursuant to Workers' Compensation. Other leaves of absence up to a maximum of ninety (90) days will also not affect seniority.
- 13.01.4** Leaves of absence without pay will not be granted for any period greater than ninety (90) days except where such absences are for medical or military reasons in which case the employee must provide documentation.

### **13.02 Leave of Absence with Pay**

Leave of absence with pay is only applicable to regular employees.

### **13.03 Compassionate Leave**

Up to four (4) days with pay will be granted to an employee upon application in the event of death of a spouse or domestic partner, mother, father, step-mother, step-father, parent of spouse or domestic partner, sister, brother, son, daughter, step child, grandparent or grandchild. The Request for Leave form should be submitted to the employee's supervisor. In the event that the funeral is more than two hundred (200) kilometers from the employee's home depot, one (1) additional day of leave with pay shall be granted to facilitate travel. No reasonable request will be denied.

### **13.04 Marriage Leave**

An employee shall be granted two (2) days leave with pay to be married to a maximum of two (2) days during employment with the Employer.

### **13.05 Pregnancy and Parental Leave**

- 13.05.1** Pregnancy and Parental leave without pay shall be granted according to the Employment Standards Act. The employee agrees that the Employer shall be informed of the date of commencement of the leave

and the date of return to work. In the event a medical certificate is provided by the doctor of the employee, she shall be allowed to commence her maternity leave.

**13.05.2** An employee returning to work from Pregnancy and Parental leave shall be reinstated to the position she held at the time she went on leave without loss of seniority, but without claim to any promotions effected during her absence on leave to which she may have been otherwise entitled.

**13.05.3** Upon request, an employee shall be given two (2) days leave of absence with pay for the purpose of attending the delivery of their child, or attending to the release from hospital of the partner who has given birth, or upon first obtaining custody of a child who has been legally adopted.

### **13.06 Training Leave**

All employees shall have the privilege of applying to the Employer for leave of absence without pay to attend pertinent courses, institutes and night classes that will add to their training and experience for the job they hold.

The Employer will approve the payment of tuition fees for courses that the Employer has designated as pertinent, is not an existing pre-requisite, and is initiated by the Employer, so long as the employee successfully completes the course.

### **13.07 Leave of Absence for Union Business**

**13.07.1** Any employee who is elected or appointed to serve as full-time Officer of the Amalgamated Transit Union, Local or Canadian Council, 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.

**13.07.2** Leave of absence granted to a full-time Union Officer shall be without pay, but he shall be entitled to retain his membership in the benefit plans, subject to the Union paying for Employer contributions for each plan on his behalf.

### **13.08 Extreme and Adverse Weather Conditions**

In the event that the Employer reduces service due to extreme, unforeseen, and adverse weather or other conditions (i.e.: blizzard, earthquake, celestial disaster, etc.) and declares an adverse weather day, the following shall apply:

- the Employer will assign Drivers according to operational needs as closely as possible to their previously scheduled shift start times; taking into account the safety of passengers and employees;
- Drivers who attend work at their previously scheduled shift start time before the adverse weather day is declared will receive full pay for their normally scheduled hours. If there are more drivers available than needed, work will be assigned in order of reverse depot seniority;
- Drivers who attend work at their previously scheduled shift start time after the adverse weather day is declared will be offered the available work in order of depot seniority with full pay for their normally scheduled hours. Drivers for whom no work is available shall be released as soon as operationally possible and shall be paid for a minimum of four (4) hours;
- Office and Maintenance employees who attend work at their designated shift start time will receive full pay for their normally scheduled hours. When operationally possible, Office or Maintenance employees who request to leave work early will be released from duty and the remainder of the shift shall be unpaid.

### **13.09 Unpaid Leaves – Benefit Adjustment**

Employees having over thirty (30) unpaid days of leave during the calendar year, except those on LTD and WorkSafe BC claims, will have a portion of their benefit costs recovered monthly by the Employer in proportion to the unpaid days taken by that employee. Failure of the employee to reimburse the Employer shall result in the termination of benefit coverage for that employee.

The above shall not apply to Jury Duty or any Leaves taken under Part 6 of the Employment Standards Act (except Section 52.2, Reservists' Leave).

### **13.10 Reporting Back to Work From Leave**

Any employee who does not report back from leave as scheduled without sufficient cause will be deemed to have abandoned their employment.

**ARTICLE 14.00 SICK LEAVE BENEFITS**

**14.01 Sick Leave Benefits**

**14.01.1** All regular employees will be allotted a sick leave bank of ninety (90) working hours per year for sick leave with regular pay. Sick pay will accrue monthly commencing with the first month or partial month of employment and for every month or partial month of employment thereafter. Any sick leave entitlement days unused in one calendar year can be accumulated in successive calendar years up to four hundred and fifty (450) working hours.

Any regular employee who is absent from work unpaid for a total of thirty (30) of their regular work days or more in a calendar year shall have their sick leave bank prorated. The preceding shall not apply to Jury Duty or any Leaves taken under Part 6 of the Employment Standards Act (except Section 52.2, Reservists' Leave).

**14.01.2** All regular part-time employees and regular employees working a compressed work week shall be entitled to a portion of the sick leave bank benefits of regular full-time employees on a pro-rata basis.

**14.01.3** Sick leave shall be payable when an employee is unable to report for, or continue at, work due to illness or injury.

**14.02 Certificate Requirement for the Purposes of Sick Pay Entitlement**

**14.02.1** The Employer may request a doctor's certificate when there is a demonstrated pattern of absence, misuse of sick leave, or when an employee's fitness to return to work is in question.

**14.02.2** Failure of an employee to provide the requested certificate will result in the absent hours not being paid to that employee. Any charge by the doctor for producing a Doctor's Certificate, not paid by the employee's medical plan, will be paid by the Employer.

**14.03 Additional Benefits**

Absences to enter hospital for elective surgery and absences due to injuries, which occurred off the job, will also qualify for sick pay benefits.

**14.04 Leave to Attend Medical or Dental Appointment**

Absences to attend a physician or dentist or other therapeutic referral appointments made by a physician or dentist do not require a Sick Leave form to be completed but notice of two (2) working days must be provided to the

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employee's supervisor before the date on which such absences will occur. Time away from work to attend a medical or dental appointment will be taken out of the Employee's sick leave.

The above paragraph shall not limit the ability of employees to use sick leave at their discretion to attend appointments.

### **14.05 WorkSafeBC**

An employee shall be granted Workers' Compensation leave in the event that the WorkSafeBC determines that the employee has established a claim, and they are unable to perform their duties by reason of the compensable injury.

Employees who qualify for Workers' Compensation coverage shall not have their employment terminated during the compensable period, except for just cause.

Under circumstances of a denial or delay in approval of the claim by WorkSafeBC for any reason, the employee may then rely on any sick leave entitlement to their credit. Such payment of sick leave to be reimbursable to the Employer and credited to the employee's sick leave account upon payment of the Claim by the WorkSafeBC.

### **14.06 Benefit Entitlement**

When an employee is on an accepted WorkSafe BC claim, an accepted LTD claim, or paid sick leave, all benefits of the Agreement will continue to accrue, including but not limited to, vacation and sick leave bank accrual, for up to twelve (12) months. Medical, dental and extended health plans will be paid by the Employer as defined in Article 8.00 for up to twelve (12) months while the employee is on the above leaves.

### **14.07 Reporting Back Fit for Work**

Employees reporting back to work after illness or injury of more than ten (10) days must report to the Employer by 12:00 noon of the day preceding their re-commencement of work. For shifts that begin on Monday, employees must report by 12:00 noon on the preceding Friday.

**ARTICLE 15.00 REST PERIODS**

**15.01 Time Off Between Shifts**

All employees shall be scheduled so as to ensure nine (9) hours free from work between shifts. For the purposes of this Article, the hours free shall be calculated from the scheduled shift end time to the next scheduled shift start time.

It is the employee's responsibility to ensure compliance with this Article, particularly in circumstance where the employee accepts overtime.

**15.02 Lunch and Breaks**

**15.02.1** Every employee is entitled to the following:

**Lunch**

- In any shift of five (5) hours or longer, one (1) unpaid lunch break of one half (1/2) or one (1) hour as defined in the position posting or shift bid; or when the shift is assigned.

**Breaks**

- In any shift greater than three (3) hours and less than six (6) hours, one (1) fifteen (15) minute paid break.
- In any shift greater than six (6) hours and less than nine (9) hours, one (1) fifteen (15) minute paid break in each half of that shift.
- In any shift nine (9) hours or longer, one (1) fifteen (15) minute paid break before lunch, one (1) fifteen (15) minute paid break after lunch and one (1) ten (10) minute paid break between the second break and the end of the shift.

**15.02.2** Office employees will fill in for each other at break times so that the office will be staffed at all times during working hours.

**15.02.3** Lunch breaks will be given no earlier than three and a half (3 ½) hours after the shift begins and no later than four and a half hours (4 ½) after the shift begins, when an employee works a seven and a half (7 ½) hour shift. Those employees on a compressed work schedule shall have their lunch break given no earlier than four (4) hours after the shift begins, and no later than five (5) hours after the shift begins.

In any shift less than nine (9) hours, the first paid break shall not be scheduled within one (1) hour of the scheduled shift start time and



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must be completed at least thirty (30) minutes before the start of the lunch. The second paid break shall be scheduled no later than one (1) hour before the scheduled shift end time.

In any shift of nine (9) hours or longer, the Employer shall endeavor to evenly distribute breaks throughout the shift.

- 15.02.4** Where an employee requests a lunch period of longer duration than stated in 15.02.1 of this Article, the Employer will endeavor to accommodate such requests. The employee shall not be permitted to utilize a TransLink vehicle to conduct personal business.

### **ARTICLE 16.00 SHIFTS**

#### **16.01 Shift Postings**

- 16.01.1** All regular drivers' shifts for each depot shall be posted on each depot's posting board on March 1<sup>st</sup> and September 1<sup>st</sup> of each year. A copy of the driver shifts to be posted shall be provided to the Union no later than seven (7) calendar days prior to posting. The Employer shall notify the Union as soon as possible of any amendments to the bid after the Union has been provided an initial copy.

The Employer will notify the Union of any additional bids required due to service needs or changes through the posting process. Driver shifts shall be posted for each depot and drivers shall bid according to the depot seniority list. The signup sheet will be posted for a minimum of five (5) working days before the first signature goes on to allow senior employees adequate time for the consideration of new shifts. The picking process will start the first Monday following the posting period each March and September. The posting will identify the start and ending times, the scheduled days off, the run number, and the expected configuration of the vehicle. The Employer reserves the right to change the vehicle configuration, and/or the substance of the run, based on operational need during the sign-up period. The Employer will attempt to create as many full time runs as possible.

Drivers will sign up in order of seniority, based on the depot seniority list, for individual runs with shift start and end times. Sign up times will be designated by the Employer at all depots, and this schedule shall be posted. Should a driver miss their scheduled time to report, neglect to submit a selection sheet to the Employer or name a delegate to pick for them, the Union will make a selection for him or her at the employee's designated selection time. In the event that there is no union representative available to make the shift selection in the



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designated time, the Employer will assign the shift which most closely resembles the shift they held prior to the new postings, and is available based on their seniority.

- 16.01.2** The changes in shifts will be effective on the first day of the new pay period immediately following completion of the shift posting sign up, and no later than six (6) weeks from the initial posting date.

### **16.02 Split Shifts**

There shall be no split shifts.

### **16.03 Compressed Work Week**

The Employer may schedule up to twenty percent (20%) per depot of the regular Driver shifts as compressed work weeks of four (4) days at nine (9) hours and (30) thirty minutes a day. The Employer may schedule up to twenty-five percent (25%) of the Office Depot's regular shifts as compressed work weeks of four (4) days at nine (9) hours and (30) thirty minutes a day. Article 6.06.1 shall not apply to compressed workdays, with overtime being paid as follows:

- a) one and a half (1.5) times the employee's regular wage for the time over nine and a half (9.5) hours, and
- b) double the employee's regular wage for any time over twelve (12) hours.

The above shall not apply to the Maintenance Depot, as per articles 23.01 and 25.01.

**ARTICLE 17.00 VACANCIES, PROMOTIONS AND LAYOFFS**

**17.01.1 Regular Driver Vacancies**

Regular Driver vacancies within the shift bid shall be posted pursuant to Article 16.01 and shall be awarded to Regular Drivers in order of Depot seniority within that depot.

Regular Driver vacancies that occur outside the shift bid and any unfilled Driver shifts at the conclusion of the shift bid shall be posted for two (2) weeks.

Unfilled shifts and Regular Driver vacancies that occur outside the shift bid shall be awarded to employees that apply in the following order:

- a) All Drivers by Master seniority; then
- b) Any other qualified employee by Master seniority.

Regular Drivers who are already assigned a regular shift in a specific depot may not apply for any Driver vacancies within that same depot.

**17.01.2 Regular Vacancies – All Other Classifications**

Regular vacancies shall be posted for two (2) weeks and shall be awarded to qualified employees that apply in the following order:

- a) by Depot seniority; then
- b) Any other qualified employee by Master seniority.

**17.01.3 Temporary Vacancies – All Classifications**

In the event that a Regular employee will be absent from work on leave for more than thirty (30) days, their position shall be posted as a temporary position. Vacant positions which extend beyond eighteen months (18) months shall be posted as Regular positions.

Temporary vacancies that occur shall be posted for two (2) weeks. Such vacancies shall be awarded to qualified Casual employees that apply by Master seniority.

**17.01.4 Qualifying Period – All Classifications**

The successful applicant for the position will serve a qualifying period not to exceed three hundred (300) hours of paid work during which the Employer may, for reasons of inadequate performance, return the employee to his previously held position with no loss of seniority to that employee. The employee may voluntarily return to his previously held position with no loss of seniority within his qualifying period.

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## 17.02 Job Postings – All Classifications

Employees shall have the opportunity to apply for any job vacancy or opening, including new positions, covered by this Agreement and posted by the Employer. The Employer must give due consideration to any application made by an employee for any position and must accept or reject such application before posting the position outside the Employer.

Job Postings shall be placed in employees' mail boxes and, remain posted for two weeks on Employer bulletin boards at all bargaining unit work locations in a conspicuous place that gives all employees access to such information. Job postings and shift changes shall be mailed to the Union office at the address provided to the Employer at the same time they are posted to Employees. All job postings shall contain:

- a) a job description;
- b) salary and hours of work information;
- c) start and stop times and days off;
- d) required, bona fide qualifications
- e) the start date of the position; and
- f) which depot or other work place applicable to the position
- g) the run number, if applicable

The Employer will fill vacancies or openings within thirty (30) days of the date of the vacancy. Once a vacancy or opening is filled, the Employer will ensure that the successful applicant commences work at the beginning of the next pay period, unless mutually agreed otherwise.

## 17.03 Training Opportunities

**17.03.1** Employees may apply for internal training opportunities that arise. Training opportunities shall be posted for two (2) weeks on Employer bulletin boards at all bargaining unit work locations, placed in employees' mail boxes and mailed to the Union office. In order to be considered for a training opportunity, the employee must first possess the required bona fide qualifications as outlined in the training opportunity posting.

Training opportunities will be awarded to those qualified candidates that apply by Master seniority. Employees who successfully complete and pass training will be deemed qualified in the classification.

An employee deemed qualified in a classification as a result of successfully completing and passing training who does not work in that classification for six (6) months or more will no longer be

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deemed qualified, however such an employee will be offered retraining for the same classification prior to any position being filled in that classification.

### **17.04 Layoff and Recall**

- 17.04.1** When it is necessary to reduce staff, layoffs and recalls shall be made on the basis of last on, first off, and last off, first on based on the Master Seniority List.
- 17.04.2** The Regular employee in the classification affected by the layoff may use his/her master seniority to bump the most junior Regular employee in another work location in the same classification or a Regular or Casual employee may use his/her master seniority to move into his respective casual list within any work location. When recalled, such employees may return to their Regular position or stay on the casual seniority list.
- 17.04.3** A person shall not be considered new in restarting provided that the Employer shall not be required to re-engage employees who have been laid off for a period longer than twenty-four (24) months.
- 17.04.4** Employees laid off under this Clause shall leave an address with the Employer and not less than two (2) weeks' notice of resumption of work shall be given by the Employer to laid off employees by sending recall notices by registered mail to addresses given. If mutually agreed the employee may return earlier. The onus shall rest with the employee to notify the Employer and the Union in writing with respect to any changes in that employee's address.
- 17.04.5** If any person so recalled does not notify the Employer at least forty eight (48) hours before the starting date of his intention to resume employment, it shall be deemed at that time to be that the position is vacant and the next employee in order of seniority shall be recalled. Failure to report to work from layoff within fourteen (14) calendar days of receiving notification shall be considered a voluntary resignation by the employee.

Any cases of apparent unfairness in the operation of the above paragraph will be given every consideration if brought to the Employer's attention.

- 17.04.6** Regular drivers who were full time prior to each driver run sign up, and for whom the only available choice is a part time run in their depot, are considered to be laid off employees as per Article 17.04.

**17.05 Termination and Notice**

In the event that an MVT employee becomes entitled to severance pay, his/her years of service with any previous Employer will not count in determining the amount of severance pay that he/she is entitled to, and instead only his/her years of service with MVT will count to determine the amount of severance pay to which he/she is entitled. The Employer will comply with the terms that exist as of the date of signing of this Agreement, as set out in "Liability Resulting From Length of Service", Part 8 Section 63 of the Employment Standards Act [RSBC 1996] Chapter 113" using January 1, 2009 as the earliest employment start date.

**ARTICLE 18.00 CASUAL WORK PROCEDURES**

**18.01 Casual Work – All Classifications**

The assignment of casual work shall be made on the basis of seniority to casual staff subject to the availability of the employee to perform the work; and subject to the work being available in the classification that the employee is qualified. Casuals shall be assigned to relieve regular employees who are absent for less than thirty (30) days.

A primary casual list, in order of master list seniority, shall be maintained for each depot. Each casual employee will be registered on one primary casual depot list. A casual employee may change his primary depot by giving notice in writing during the shift sign-up period as defined in Article 16.01.

The Employer will assign the primary depot for all newly hired Casual Drivers for one complete shift pick, after which the employee may change their primary depot during the next shift pick. Further, this does not prevent an employee from applying for a posted position in any depot.

In addition, each casual employee may, at his discretion, register on one or more secondary casual depot lists. Such employees shall be placed on a secondary casual list for each depot in order of their seniority from the master list.

Casuals shall be called for work in order of seniority and pursuant to the procedures outlined herein.

**18.01.1 Call in record**

A casual call in record shall be maintained of the time and date when a shift became available, all employees' notification of availability, employees notified of work requirement by the Employer, inability by the Employer to contact employees and casual work assignments. The

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casual call in record shall be available for examination by the Union upon request.

### **18.01.2 Blocks of Work**

In the event that a regular employee is absent for one week or more, their work shall first be offered to drivers and assigned to office staff as blocks of one or two weeks, wherever possible. A casual employee who accepts a block of work greater than one week shall work the same regular employee's shift for the entire block of work. Employees so assigned are expected to work the entire period of time. The Employer will guarantee the full block of work to the Employee who accepts the assignment. The Employer will contact employees by 2:00 pm Friday to offer the weekly blocks available.

### **18.01.3 Short Notice Call-ins**

In the event that a shift must be filled on short notice, the Employer will provide the employee with at least one hour notice plus adequate travel time to the depot or office and will be paid from the time of the normally scheduled shift start time.

### **18.01.4 Overtime**

In the event that the work is overtime then the work will be offered to all employees and paid in accordance with Article 6.06. Overtime will not be assigned until all straight time options have been exhausted.

## **18.02 Casual Driving Shifts**

**18.02.1** Driving work shall be offered on the basis of master list seniority in the following order, assuming the employee has given prior notice of availability according to the established procedure:

1. Casuals from the primary depot list
2. Casuals from secondary depot list

**18.02.2** Drivers will be offered their choice of all Driver shifts available at the time. Drivers may limit their hours of availability to shifts starting before or after twelve noon and may state preferences in advance; however, they must fulfill the minimum availability requirements of Article 18.04. The offer of all Driver shifts shall include shift start and stop times and run numbers.

**18.02.3** The Employer will contact employees by 2:00pm to offer the work available for the following day and by 2:00pm Friday to offer work

available for Saturday, Sunday and Monday. If the Employer fails to contact the employee on the first reasonable attempt, a shift may be assigned based on the employee's stated availability and preferences. If an employee has not contacted the Employer to confirm a work assignment by 7:00 pm on a day when the Employer leaves a message, the work will be offered to the next most senior available employee. Where work arises that was not foreknown to the Employer, it may be offered to the next most senior employee without adjustment of the work already assigned.

### **18.03 Casual Office Shifts**

**18.03.1** Office work will be assigned in accordance with master list seniority, qualification and availability. Office employees may state their preference in advance when submitting monthly availability. Preference may include shift start and finish time and classification, and will be assigned in the following order:

1. Casuals from the primary depot list
2. Casuals from secondary depot list

**18.03.2** The Employer will contact all casual office employees by 2:00pm Thursday to assign the work available for the following Sunday through Saturday.

**18.03.3** Where work arises that was not foreknown by the Employer the Employer will assign the work as follows:

1. Most senior qualified available Casual not already assigned to a shift; then
2. In circumstances where no qualified Casuals are available, the Employer may assign the work to those qualified Casual employees already assigned a scheduled shift in order of seniority.

### **18.04 Casual Availability – All Classifications**

Casual employees must provide availability for full shifts of work on a minimum of twenty-six (26) calendar days within each consecutive thirteen (13) week period commencing January 1, April 1, July 1 and October 1. Employees who are unable to fulfill quarterly availability requirements due to illness/injury (e.g.: WorkSafe or extended medical leave) will be excused. Incidental absences due to illness/injury will not excuse an employee from availability requirements set out in this provision.

Employees will notify the Employer of their daily availability for a month's period no later than seven (7) calendar days prior to the end of the preceding month.

## **MVT ATU CBA January 1, 2017 – December 31, 2017**

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Where an employee fails to give notification, he will be assumed to be unavailable for the month. Should the employee give notification after a deadline, he shall be placed at the bottom of the applicable list until such time that he can be placed into his proper seniority.

Casual employees may apply for leave of absence as per Article 13.01. In the event that such leave is granted, the employee's availability requirements will be prorated in accordance with the period of leave.

Casual employees may decline an offer/assignment of any shift less than seven and a half (7.5) hours and remain available for a full shift in accordance with their seniority.

Casual employees may cancel their availability for work at any time before the Employer contacts them with an offer/assignment of work. However, credit shall not be given towards availability for any days that are cancelled.

**18.04.1** Casual employees who fail to meet the minimum quarterly availability requirements, or who reject and/or fail to respond to three (3) offers/assignments of work on their declared available days in a quarterly period, shall be subject to the following disciplinary process:

1. First Violation: A "First Written Warning" Shall be issued by the Employer notifying the Casual employee of his or her violation of the requirements of Article 18.04.1.
2. Second Violation: A "Final Written Warning" shall be issued to any Casual employee for his/her second violation of the requirements of 18.04.1 in a subsequent quarterly period.
3. Third Violation: Any Casual employee who violates the requirements of 18.04.1 for the third time in a subsequent quarterly period shall be immediately dismissed from employment.

All written warnings and letters of dismissal shall be sent to the employee by registered mail with a copy to the Union.

Written warnings shall be removed from the employee's personnel file after eighteen (18) months from the date of issue.



**18.05 Casual Employee Premium**

All Casual employees shall be entitled to a premium of \$125.00 for each month in which they work eighty (80) hours or more. Eligible premiums shall be paid in the subsequent month.

**ARTICLE 19.00 TECHNOLOGY AND SERVICE**

**19.01 Technological Change**

**19.01.1** The Parties agree to cooperate so that the Employer can take full advantage of technology for the betterment of working conditions and service provision.

Technology Rights: The Employer may employ existing and new technology, including - but not limited to, DriveCam technology, surveillance and video systems, GPS, mobile data terminals/computers in order to protect critical areas of the Employer's premises and property from theft and/or damage, and to help ensure the safety of the driver, passengers, and the public – and compliance with all Federal, Provincial and Municipal/local driving rules and regulations; and any other applicable laws.

The Employer may use DriveCam for its legitimate business purposes, including for increasing safety for passengers, employees and the public; assisting in identifying causes of actual and near accidents, collisions and incidents; assisting in investigations and safety and incident reporting; enabling the Employer to respond to Driver/employee driving behavior which is illegal, unsafe, or which contravenes company policy, through coaching, training, and/or discipline and discharge.

The Employer primarily uses DriveCam for coaching and training purposes to assist employees in improving their safe driving performance. However, the Employer reserves the right to rely on DriveCam for disciplinary purposes up to and including discharge for serious or repetitive driver/employee behavior which is illegal, unsafe, or which contravenes company policy.

Employees shall have the right to view DriveCam events involving their own driving upon request to the Employer. The Union shall also have the right to view an employee's DriveCam event (with the consent of the employee) upon request to the Employer.

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The Employer shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

**19.01.2** Unless otherwise agreed, the Employer shall notify the Union two (2) months in advance of the date that the Employer intends to introduce any new technology that will affect a significant number of employees either by loss of work or change in job function or change in working procedures. After receipt of such notice, the Employer and the Union will meet to discuss the implementation and impact on employees who may be affected by the implementation of any technological change. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Article.

**19.01.3** It is agreed that if any regular employee is displaced due to the implementation of technological change by the Employer, then that employee will be given the opportunity to:

- Transfer to a current vacant position subject to the employee's ability and seniority, or
- Be trained by the Employer for any other vacant position covered by this Agreement.

**19.01.4** A regular employee for whom no job is available due to the implementation of technological change will, upon termination, receive one (1) weeks' severance pay for each one (1) full year of continuous service, provided that severance pay will not be applicable where any regular employee declines training or opportunity for transfer within the bargaining unit as provided for in this Article, and as a result voluntarily terminates his employment.

### **19.02 Contracting Out**

Subject to Article 19.03 below, the Employer agrees that it will not contract out bargaining unit work.

### **19.03 Supplemental Taxi Service**

The Employer may utilize taxis, for relief, overflow, or emergency purposes in order to complete HandyDART trips. Every effort will be made to complete trip assignments using bargaining unit employees.

**ARTICLE 20.00 DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION**

**20.00** Except in accordance with Article 17.04 or Article 19.01, no employee shall be terminated without just cause.

**20.01 Written Complaints**

All complaints leading to the suspension or dismissal of an employee must be in writing and shall be open for inspection by the Union. The Employer will make every reasonable effort to finish their investigations within five (5) days from the time that the Employer becomes aware of the need to take such action.

**20.02 Employee Records**

**20.02.1** 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 with written permission from an employee shall have the right to receive a copy of the employee's entire record upon giving reasonable notice to the Employer.

**20.02.2** Any disciplinary documents on the employee's personnel file shall be removed after eighteen (18) months from the date of issue, except in cases where such documents are part of a safety related incident in the record. In the latter case, such documents shall be removed after twenty four (24) months.

**20.02.3** Disciplinary documents given to employees will bear a note stating: "The parties agree that signatures indicate receipt of a document, but not necessarily agreement."

**20.03 Disciplinary Meetings**

Where an employee is requested to attend a meeting with the Employer in which discipline is contemplated, the Union will be notified so that appropriate representation will be arranged. The Union will be advised in advance of the disciplinary nature of the meeting, and sufficient preparation time will be arranged. The employee and union representative will be paid for the time involved at the applicable rate. If the Employer does not intend to investigate the matter(s) further, the employee and the Union will be so advised as soon as possible. This clause shall not apply to those interviews that are of an operational nature.

**20.04 Progressive Discipline**

Except in cases where serious action is justified, including but not limited to termination, the Employer agrees to utilize Progressive Discipline. Progressive

Discipline is a series of increasing steps taken by an Employer that are designed to deter an employee from continuing to demonstrate unacceptable conduct or actions. It should be emphasized that the primary objective of progressive discipline is to correct the problem rather than punish the offender.

## **ARTICLE 21.00 MISCELLANEOUS PROVISIONS**

### **21.01 Renewal of License**

When it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Employer shall, upon request by the employee and permission of TransLink, provide appropriate and available equipment for this purpose.

### **21.02 Uniforms**

Any employee required by the Employer to wear a uniform shall have that uniform provided free of charge by the Employer and shall be paid a cleaning allowance in the amount of five (5) dollars per bi-weekly pay period.

Every employee for whom the Employer supplies a uniform must wear their uniform during working hours. It is agreed that all employees will clean and maintain their own uniforms.

Uniforms will be supplied in both male and female styles to fit, but, in any case, shall be supplied such that each employee shall receive at least four (4) shirts, three (3) pants (or an equal combination of pants and shorts), one (1) new jacket and one safety vest.

Uniforms shall be replenished as follows:

- Regular employees shall have their uniforms replenished every twenty four (24) months from date of hire. Regular employees shall have their safety vests replenished every twelve (12) months. Should a Regular employee require replacement of any uniform pieces (issued by the Employer) outside of this replenishment schedule due to wear and tear, they may exchange the worn piece for a replacement.
- Casual employees shall have their uniforms replenished as needed.

Uniforms provided shall ensure adequate appearance, comfort, weather protection, and durability. Employee needs regarding allergies will be accommodated.

### **21.03 Employee Indemnity**

- a) Civil actions-except where there has been gross negligence on the part of an employee, the Employer will:
  - 1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - 2) assume all costs, legal fees, and other expenses arising from any such action.
- b) Criminal Actions-Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them.

### **21.04 Mandatory Training**

It is at the discretion of the Employer whether employees will be required to take courses pertinent to their employment. Employees will be required to attend mandatory safety meetings.

In such cases the employee's time will be paid at the applicable rate. If the course does not fall within the employee's normal working hours, attendance will be mandatory, provided that it is a regular day of work for the employee and that the Employer ensures the employee's schedule is adjusted to minimize overtime. If the course occurs at a location which is not the employee's usual workplace, mileage and expenses shall be paid as per Article 9.04. The Employer shall provide a minimum of two (2) weeks' notice of such training. If an employee is unable to attend a training session from the initial notice, they will be provided with a minimum of two (2) weeks' notice to attend the missed training session.

If the course does not fall on a regular day of work for the employee, attendance shall be voluntary and the employee shall be paid a minimum of two (2) hours at the applicable rate.

### **21.05 Drivers Abstract**

Employees will sign a waiver authorizing the Employer to request driver abstracts from the Insurance Corporation of British Columbia (ICBC) annually or as otherwise needed. The Employer will pay the fee for obtaining its employees' abstract.

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## **21.06 Shift Trades**

Employees may be allowed to trade shifts on a daily basis within their classification in a manner not adversely affecting other employees after approval by Management and notification to the Union of the intended trade. Approval will not be unreasonably withheld. Such traded shifts must be within the same pay period and result in no increased costs to the Employer.

## **21.07 Employee Transit Passes**

Regular Full-Time Employees shall be provided Employee Transit Passes which will be arranged through the Employer. Participation by eligible Employees in this program is at the complete discretion of TransLink. Eligible Employees who subsequently terminate employment, or cease to remain Regular Full-Time must immediately surrender their Employee Transit Pass to the Employer.

Any new Transit pass provisions offered by TransLink to eligible HandyDART employees, or their families, will be made available through the Employer. The Employer is not responsible for additional passes unless provided by TransLink.

## **21.08 Copies of Collective Agreement**

Within ninety (90) days of ratification, the Employer will post an electronic (PDF) copy of the signed Collective Agreement on its website. In addition, the Employer will bear the cost of printing copies. Such printing will be done by a union print shop. For greater clarity, the Employer will provide a printed copy of the agreement to all employees and thirty (30) additional copies to ATU local 1724.

## **21.09 Special Events**

In case of special local, regional, national or international events, such as but not limited to the Olympics, the Employer, upon official notification from TransLink, will meet with the Union as soon as practical to discuss special demands and service needs including the possibility of any limitations or “blackouts”.

## **ARTICLE 22.00 SAFE WORK PRACTICES**

### **22.01 Safe Working Practices**

**22.01.1** Both Parties recognize the importance of safe working practices as applied both to the clients of the service and to the employees. Safety is essential, integral and paramount to all normal operating procedures and will take precedence over any considered expediency or shortcut. In order to foster safety, the Parties agree to the following:

## **MVT ATU CBA January 1, 2017 – December 31, 2017**

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- 22.01.2** An employee shall not be required to drive a vehicle that is unsafe. Employees must follow the procedures laid down by the Employer for reporting vehicles in need of maintenance.
- 22.01.3** An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.
- 22.01.4** The final determination of whether a vehicle is safe rests with a journeyman certified mechanic.

### **ARTICLE 23.00 MAINTENANCE WORK DAYS, HOURS AND SHIFTS**

#### **23.01 Minimum Hours**

All regular full-time maintenance employees who report to work as scheduled shall be paid a minimum of eight (8) hours per shift, and forty (40) hours over five (5) consecutive days per week or a minimum of ten (10) hours per shift, and forty (40) hours over four (4) consecutive days per week.

**23.02** There shall be no split shifts in the maintenance department unless agreed by the Union Executive.

**23.03** Where required, maintenance staff will open and close the facility.

**23.04** Maintenance employees shall have ten (10) minutes immediately prior to the end of shift for personal cleanup. This is in addition to any workstation cleanup required by the Employer.

### **ARTICLE 24.00 MAINTENANCE SHIFT SIGN UP**

**24.01** The Maintenance Shift Sign Up sheet shall be posted for three (3) sign-ups per year, and shall show seniority and shift working hours.

The change in shifts will take effect beginning on the first pay period following January 1<sup>st</sup>, May 1<sup>st</sup> and September 1<sup>st</sup>.

The above shall only apply in circumstances where the Employer operates more than one shift.

A Maintenance Shift Sign Up will be conducted for any change to the composition or structure of a shift.



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**24.02** For Relief shifts the following rules apply:

- (i) When a maintenance employee works a relief shift the regular working day rules and rates of the shift being covered shall apply.
- (ii) At the discretion of the Maintenance Manager, relief assignments will be responsible for covering unmanned shifts due to sick leave, vacation leave, and training leave.
- (iii) Where any of the above coverage is required it will be offered according to seniority and required qualifications starting with the most senior qualified employee. In the event the shift is not filled after exhausting the seniority list, it will be assigned to the least senior employee with the required qualifications.
- (iv) Employees will not be required to work more than six (6) consecutive days without a day off.

**24.03** Apprentices will be assigned to any shift deemed necessary by the Maintenance Manager. For the first two (2) years, Apprentices shall not be assigned to any shift where there is not a journeyman mechanic normally scheduled. Said shifts will be determined when the regular shift sign-up is posted and shall be unchanged for the normal sign-up period.

**24.04** New maintenance employees, other than Apprentices, will be assigned for a period no greater than one (1) year from date of hire, to any shift deemed necessary by the Maintenance Manager. Shift duration will be for a period of no less than one (1) month. The Maintenance Manager will provide the schedule as far in advance as possible. After completion of one (1) year service the employee shall be moved to the next regular shift sign-up.

### **ARTICLE 25.00 MAINTENANCE OVERTIME**

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

**25.02 Maintenance Call Out/Standby**

The minimum duty time to be paid to maintenance personnel called out prior to or after completion of a regular shift shall be two (2) hours' pay at the applicable overtime rate.



**ARTICLE 26.00 MECHANIC PROGRESSIONS**

- 26.01** A Trade Qualification in Commercial Transport certification is recommended but not required for all mechanics hired.

Mechanic “A” is a journeyman certified mechanic with a minimum of three (3) years experience as a journeyman.

Mechanic “B” is a journeyman certified mechanic with less than three (3) years experience as a journeyman.

Mechanic “C” is an apprentice.

- 26.02** If time off is required to attend work related courses or seminars not required by the Employer, the Employer will allow the time off, up to eighty (80) hours per calendar year (except for apprentices who may require more time off to obtain certification), subject to staffing, and the employee shall make up the time lost at straight time. With respect to the day the employee writes the Trade Qualification examination, paid time off will be allowed, including travel time, where it occurs, in what would have otherwise been part of the employee's regular shift.
- 26.03** Where an apprenticeship program in the maintenance facility is in effect and an employee is so enrolled, then time off required to attend classes shall be paid at straight time provided any funds they receive are reimbursed to the Employer.
- 26.04** An Apprentice in their 4th year of employment with the Employer, upon proof of obtaining Provincial certification as a Journeyman Mechanic, will be paid the Mechanic “B” rate.

**ARTICLE 27.00 MAINTENANCE SHIFT DIFFERENTIAL**

- 27.01** Shift differential of One Dollar (\$1.00) per hour shall be paid to Maintenance staff in accordance with 27.02. The shift differential shall be paid for the regular hours of the shift and includes the shift hours worked by replacement personnel, but will not be paid to overtime hours attached to the shift.
- 27.02** Shift differential is to be paid to full shifts that both commence and finish during the hours of 1600 and 0800.
- 27.03** Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.
- 27.04** Premium pay at time and a half (1-1/2) shall be paid for all hours worked between 1700 and the end of the service day on New Year’s Eve.

**ARTICLE 28.00 MAINTENANCE LEADHAND**

- 28.01** (i) A Maintenance Leadhand will be appointed as needed by the Maintenance Manager.
- (ii) Leadhands are required to have either a BC Trades Qualification (T.Q.) as a Commercial Transport or Automotive Mechanic, or a BC Certificate of Apprenticeship as a Commercial Transport or Automotive Mechanic.
- (iii) The premium for the Leadhand Mechanic is outlined in Appendix A

**28.02 Leadhand Coverage**

Except in cases where pay differentials occur based on an individual's experience, when an employee relieves in a higher paid position, that employee will be paid the higher rate of pay.

**ARTICLE 29.00 MAINTENANCE PROTECTIVE CLOTHING AND EQUIPMENT**

- (a) The Employer shall supply, maintain and clean at least ten (10) pairs of coveralls per two (2) week period per employee to all Maintenance personnel. Additional coveralls shall be supplied during the week as required to provide proper protection for the employee's clothing.
- (b) Rainwear shall be supplied for all maintenance personnel as needed.
- (c) The Employer will pay up to Two Hundred and Fifty Dollars (\$250) per calendar year towards the cost of CSA approved safety shoes or steel toed rubber boots purchased by employees in the classification of Mechanic or where required by WorkSafeBC. Proof of purchase to be submitted to the Maintenance Manager for reimbursement. The employee may make more than one purchase of safety shoes per year, so long as the total cost doesn't exceed Two Hundred and Fifty Dollars (\$250) per calendar year.
- (d) Protective equipment will be supplied by the Employer to maintenance employees as required under WorkSafe BC Regulations.

**ARTICLE 30.00 MAINTENANCE TOOL ALLOWANCE**

As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance of seven hundred dollars (\$700.00) annually. The Tool Allowance will be paid on the employee's payroll cheque on the yearly anniversary of their hire date.

**ARTICLE 31.00 MAINTENANCE CVI RENEWAL FEE**

The Commercial Vehicle Inspector (CVI) Renewal Fee will be reimbursed by the Employer to those employees requiring certification once every two (2) years.

**ARTICLE 32.00 MECHANICS VACATION PERIOD**

The Employer must ensure that there are sufficient opportunities for Mechanics to take their vacation entitlement and will make every reasonable effort to allow fifteen percent (15%) of the Mechanics off each week.

**APPENDIX “A” - WAGE SCALE**

<b>Classifications</b>	<b>1-Apr-17</b>
	<b>2%</b>
Trainee Pay (New Employees only)	\$18.38
Accounting Clerk	\$29.53
Administration Clerk	\$26.51
Booking Agent	\$25.91
Check in Clerk	\$26.83
Customer Service Agent	\$26.51
Dispatcher	\$27.11
Dispatcher - Chief	\$30.13
Dispatcher Scheduler	\$27.11
Schedulers	\$27.11
Payroll Clerk	\$29.27
Road Supervisors	\$29.53
Drivers	\$25.80
Training Instructor	\$26.86
Drive Cam Reviewers	\$24.41
Utility Worker	\$24.41
Geocode Specialist	\$34.95
Lead Hand	\$35.72
Maintenance Clerk	\$28.46
Mechanic A	\$35.72
Mechanic B	\$34.51
Mechanic C	\$32.09
Shop Foreman	\$38.75

**Training Rates**

**Trainer:** A premium of one dollar (\$1.00) per hour shall be paid to any employee for any hours in which that employee is engaged in training another employee at the request of the Employer, except during apprenticeship training.

Trainers shall be selected as per Article 17.01.2; qualifications for Trainer assignments will be outlined in the posting.

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**Trainee:** As outlined in above Appendix A Wage Scale.

The above trainee rates are only applicable to newly hired employees until completion of their new hire orientation training class (including Behind the Wheel training). Any other training required will be at the regular rate for the position.

### **DRIVER AND OFFICE EMPLOYEES PREMIUMS**

Employees shall be accorded the single highest premium above base rate for any given set of assignments.

1. A premium of fifty (50) cents per hour shall be paid to an employee for all hours during which the employee carries a cell phone or pager at the request of the Employer.

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IN WITNESS WHEREOF the Parties hereto have in the case of the Union set their hand and seal, and in the case of the Employer the corporate seal has hereunto been affixed by the duly authorized officer acting on behalf of the Employer as of the day and year first above written.

Signed Sealed and Delivered  
on behalf of  
MVT CANADIAN BUS, INC.



Don Johnson – Regional Vice President

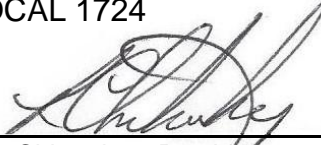


Edna Craig – General Manager



Simon Blunden – Director of Human Resources

Signed, Sealed and Delivered  
on behalf of  
AMALGAMATED TRANSIT UNION,  
LOCAL 1724



Bob Chitrenky – President



Tyler Felbel – Vice President

Dated this 26<sup>th</sup> day of May 2017.