

# **Collective Agreement Between**

**FIRST CANADA ULC**

(hereinafter referred to as “the Employer”)



And

**Local 1724 of the Amalgamated Transit Union**

(hereinafter referred to as “the Union”)



**July 1, 2019 – December 31, 2023**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	11
<b>ARTICLE 1.00 DEFINITIONS</b> .....	11
<b>ARTICLE 2.00 COVERAGE, DURATION &amp; EFFECT</b> .....	12
<b>2.01 Coverage</b> .....	12
<b>2.02 Article Headings</b> .....	13
<b>2.03 Duration of Agreement</b> .....	13
<b>2.04 Copies of Collective Agreement</b> .....	13
<b>2.05 Future Legislation</b> .....	13
<b>2.06 Conflict with Rules</b> .....	14
<b>2.07 Notice to Commence Bargaining</b> .....	14
<b>2.08 Disputes, Strikes and Lockouts</b> .....	14
<b>ARTICLE 3.00 UNION RECOGNITION AND SECURITY</b> .....	15
<b>3.01 Recognition</b> .....	15
<b>3.02 No Discrimination for Union Activity</b> .....	15
<b>3.03 Recognition and Rights of Stewards and Representatives</b> .....	15
<b>3.04 Duties and Responsibilities of Stewards</b> .....	16
<b>3.05 Conditions Governing Stewards</b> .....	16
<b>3.06 Employer’s Rights</b> .....	17
<b>3.07 Time Off for Union Business</b> .....	17
<b>3.08 Leave of Absence for Union Business</b> .....	18
<b>ARTICLE 4.00 UNION MEMBERSHIP, DUES &amp; DIRECTIVES</b> .....	18
<b>4.01 Union Membership</b> .....	18
<b>4.02 Deductions</b> .....	18
<b>4.03 Correspondence and Directives</b> .....	19

---

---

4.04	Bulletin Boards and Union Communication .....	19
4.05	Orientation for New Employees .....	19
4.06	Right to Refuse to Cross Picket Lines .....	19
4.07	Right to Union Representation .....	20
4.08	Job Descriptions.....	20
4.09	Union Notifications.....	20
4.10	Labour Management Committee.....	21
4.11	Safety Committee .....	21
<b>ARTICLE 5.00 HUMAN RIGHTS, BULLYING/HARASSMENT &amp; RESPECTFUL WORKPLACE.....</b>		<b>21</b>
5.02	Respectful Workplace.....	22
5.03	Human Rights.....	22
5.04	Bullying & Harassment .....	22
5.05	Workplace Conduct and Violence .....	23
5.06	Harassment Away from Work.....	23
5.07	Harassment Reporting.....	23
<b>ARTICLE 6.00 GRIEVANCES .....</b>		<b>24</b>
6.01	Definitions.....	24
6.02	Grievance Procedure .....	24
6.02.1	Step One – Verbal.....	25
6.02.2	Step Two – Written .....	25
6.02.3	Dismissal or Suspension .....	26
6.02.4	Step Three.....	26
6.03	Third Party Resolution .....	26
6.03.1	Investigator.....	26
6.04	Expedited Arbitration .....	27
6.04.1	Expedited Arbitration Process .....	27
6.05	Single Arbitrator .....	28
<b>ARTICLE 7.00 PROBATIONARY, TRIAL, SENIORITY .....</b>		<b>28</b>

---

---

7.01	Probationary, Trial.....	28
7.02	Trial Period.....	29
7.03	Seniority Reporting.....	29
7.04	Seniority.....	29
<b>ARTICLE 8.00 DISMISSAL, SUSPENSION &amp; DISCIPLINARY ACTION .....</b>		<b>30</b>
8.02	Written Complaints .....	30
8.03	Employee Records .....	30
8.04	Disciplinary Meetings .....	31
8.05	Progressive Discipline.....	31
<b>ARTICLE 9.00 WAGES, HOURS &amp; POSITIONS.....</b>		<b>31</b>
9.01	Acting Capacity .....	31
9.02	Rounding Off.....	31
9.03	New or Changed Positions .....	32
9.04	Minimum Hours.....	32
9.05	Starting and Finishing Time.....	33
<b>ARTICLE 10.00 OVERTIME/RATES &amp; ASSIGNMENT .....</b>		<b>34</b>
10.01	Overtime - Rates.....	34
10.02	OVERTIME ASSIGNMENT (Driver) .....	35
10.02.1	Driver Day of Overtime .....	35
10.02.2	Driver Work on Day Off (WODO):.....	35
10.03	OVERTIME ASSIGNMENT (Office) .....	36
10.03.1	Office Day of Overtime: .....	36
10.03.2	Office Work on Day Off (WODO):.....	36
<b>ARTICLE 11.00 PAY PERIOD .....</b>		<b>37</b>
11.01	Payday Schedule .....	37
11.02	Payroll Errors .....	37
11.03	Assignment of Wages .....	37
<b>ARTICLE 12.00 BENEFITS AND PENSION/RRSP .....</b>		<b>38</b>

---

---

12.01	Benefits .....	38
12.02	Medical Services Plan (MSP) .....	39
12.03	Pensions .....	39
12.04	Registered Retirement Savings Plan ("RRSP").....	40
<b>ARTICLE 13.00 OTHER DUTIES.....</b>		<b>40</b>
13.01	Court Proceedings.....	40
13.02	Jury Duty .....	40
13.03	Report for Other Employer Business .....	41
13.04	Call-Ins by the Employer.....	41
<b>ARTICLE 14.00 VACATION LEAVE .....</b>		<b>41</b>
14.01	General Policies for Annual Vacation Leave:.....	41
14.02	Vacation Period .....	42
14.03	Seniority for Vacation Purposes.....	42
14.04	Vacated Vacation Periods .....	43
14.05	Vacation Schedule .....	43
14.06	Sickness While on Vacation.....	43
14.07	Carry Over .....	43
14.08	Statutory Holidays .....	43
14.09	Partial Days .....	44
<b>ARTICLE 15.00 VACATION ENTITLEMENT .....</b>		<b>44</b>
15.01	Entitlement for Regular Employees.....	44
15.02	Entitlement for Casual Employees.....	44
15.03	Termination or status change .....	45
15.04	Vacation Schedule for first incomplete year .....	45
15.05	Prorated Vacation Accrual .....	45
15.06	Rate of Vacation Pay .....	46
15.07	Vacation Proration.....	46

---

---

15.08	Casual Employees .....	46
15.09	Vacation Payouts .....	46
<b>ARTICLE 16.00 STATUTORY HOLIDAYS .....</b>		<b>47</b>
16.01	Definitions.....	47
16.02	Statutory Holidays on Non-Work Days.....	47
16.03	Statutory Holiday Entitlement .....	47
16.04	Work on Statutory Holidays.....	48
<b>ARTICLE 17.00 LEAVES OF ABSENCE .....</b>		<b>49</b>
17.01	General Conditions .....	49
17.02	Leave of Absence with Pay.....	51
17.03	Bereavement Leave .....	51
17.04	Marriage Leave .....	51
17.05	Pregnancy and Parental Leave .....	51
17.06	Training Leave .....	52
17.07	Employment Standards Leaves .....	52
17.08	Unpaid Leaves – Benefit Adjustment .....	52
17.09	Reporting Back to Work from Leave.....	52
<b>ARTICLE 18.00 SICK LEAVE BENEFITS .....</b>		<b>53</b>
18.01	Sick Leave Benefits .....	53
18.02	Certificate Requirement for the Purposes of Sick Pay Entitlement.....	53
18.03	Additional Benefits .....	53
18.04	Leave to Attend Medical or Dental Appointment.....	54
18.05	WorkSafeBC .....	54
18.06	Benefit Entitlement .....	54
18.07	Reporting Back Fit for Work.....	54
<b>ARTICLE 19.00 REST PERIODS.....</b>		<b>55</b>
19.01	Time Off Between Shifts.....	55

---

---

19.02	Lunch and Breaks .....	55
<b>ARTICLE 20.00 SHIFTS .....</b>		<b>56</b>
20.01	Driver Shift Pick.....	56
20.02	Call Centre Classification Sign-up.....	57
20.03	Split Shifts .....	57
20.04	Compressed Work Week .....	57
<b>ARTICLE 21.00 VACANCIES, PROMOTIONS AND LAYOFFS.....</b>		<b>58</b>
21.01	Regular Driver Vacancies.....	58
21.02	Regular Vacancies – All Other Classifications.....	58
21.03	Temporary Vacancies – All Classifications .....	59
21.04	Trial Period – All Classifications .....	59
21.05	Job Postings – All Classifications .....	59
21.06	Pre-Qualification Process .....	60
21.06.1	Casual Pre-Qualification.....	61
21.07	Layoff and Recall.....	61
21.08	Termination and Notice .....	62
<b>ARTICLE 22.00 CASUAL WORK PROCEDURES .....</b>		<b>62</b>
22.01	Casual Work – All Classifications.....	62
22.02	Call-in record.....	63
22.03	Blocks of Work .....	63
22.04	Temporary Positions.....	63
22.05	Short Notice Call-ins .....	63
22.06	Cancellation of a Shift for a Casual Employee.....	63
22.07	Overtime for Casuals .....	64
22.08	Casual Vacation Entitlement .....	64
22.09	Casual Driving Shifts .....	64
22.10	Casual Drivers Day-before Call-in .....	64

---

---

22.11	Casual Drivers Day-of Call-in .....	65
22.12	Casual Office Shifts .....	65
22.13	Casual Office Day-of Call-in .....	66
22.14	Casual Availability – All Classifications .....	66
22.15	Casual Availability Failure to Meet Requirements Hired Prior to December 5, 2020 .....	67
22.16	Casual Availability Failure to Meet Requirements Hired After December 5, 2020	68
22.17	Casual Employee Premium .....	68
<b>ARTICLE 23.00 TECHNOLOGY .....</b>		<b>68</b>
23.01	Technological Change .....	68
23.02	Displacement Due to Technological Change .....	69
<b>ARTICLE 24.00 SERVICE .....</b>		<b>70</b>
24.01	Contracting Out .....	70
24.02	Supplemental Taxi Service .....	70
24.03	Extreme and Adverse Weather Conditions .....	70
24.04	Special Events .....	71
<b>ARTICLE 25.00 MISCELLANEOUS PROVISIONS .....</b>		<b>71</b>
25.01	Renewal of License .....	71
25.02	Medical Examination .....	71
25.03	Uniforms .....	71
25.04	Employee Indemnity.....	72
25.05	Mandatory Training.....	72
25.06	Drivers Abstract .....	73
25.07	Shift Trades .....	73
25.08	Employee Transit Passes .....	73
<b>ARTICLE 26.00 SAFE WORK PRACTICES .....</b>		<b>74</b>
26.01	Safe Working Practices.....	74
<b>ARTICLE 27.00 MAINTENANCE WORK-DAYS, HOURS &amp; SHIFTS .....</b>		<b>74</b>

---



---

27.01	Minimum Hours .....	74
27.02	Split Shifts - Maintenance .....	74
27.03	Facility Open/Close.....	74
<b>ARTICLE 28.00 MAINTENANCE SHIFT SIGN UP .....</b>		<b>75</b>
28.01	Shift Sign Up.....	75
28.02	Apprentice Shifts .....	75
28.03	New Maintenance Employees .....	75
<b>ARTICLE 29.00 MAINTENANCE OVERTIME .....</b>		<b>75</b>
29.01	Maintenance Overtime .....	75
29.02	Maintenance Call Out/Standby .....	76
<b>ARTICLE 30.00 MECHANIC PROGRESSIONS .....</b>		<b>76</b>
30.01	Mechanic Certification .....	76
30.02	Time off for Training.....	76
<b>ARTICLE 31.00 MAINTENANCE SHIFT DIFFERENTIAL .....</b>		<b>77</b>
31.01	Shift Differential .....	77
<b>ARTICLE 32.00 MAINTENANCE LEADHAND .....</b>		<b>77</b>
32.01	Leadhand.....	77
32.02	Leadhand Coverage .....	77
<b>ARTICLE 33.00 MAINTENANCE PROTECTIVE CLOTHING .....</b>		<b>77</b>
<b>&amp; EQUIPMENT .....</b>		<b>77</b>
33.01	Protective Equipment.....	77
<b>ARTICLE 34.00 MAINTENANCE TOOL ALLOWANCE.....</b>		<b>78</b>
34.01	Tool Allowance .....	78
<b>ARTICLE 35.00 MAINTENANCE CVI RENEWAL FEE .....</b>		<b>78</b>
<b>ARTICLE 36.00 MAINTENANCE DEPOT VACATION PERIOD .....</b>		<b>78</b>
<b>APPENDIX "A" - WAGE SCALE .....</b>		<b>79</b>
<b>TRAINING RATES.....</b>		<b>80</b>

---

**DRIVER & OFFICE EMPLOYEES PREMIUMS ..... 80**

**Letter of Understanding #1: SCHEDULING COMMITTEE ..... 82**

**Letter of Understanding #2: FLEXIBLE DRIVER SHIFTS..... 83**

**Letter of Understanding #3: DRIVER VACATION BLOCKERS ..... 85**

**Letter of Understanding #4: MAINTENANCE SHIFT SIGNUP ..... 87**

**Letter of Understanding #5: DS1 PERMANENT PART TIME – VARIANCE ON COMPRESSED  
LANGUAGE ..... 88**

**Letter of Understanding #6: TEMPORARY PAYROLL CLERK POSITION ..... 89**

**Letter of Understanding #7: COMPRESSED BOOKING CLASSIFICATION SHIFTS ..... 90**

**Letter of Understanding #8: TRAINEE RATES OF PAY ..... 91**

---

## PREAMBLE

The purpose of this Agreement, between First Canada ULC and the Amalgamated Transit Union Local 1724 (the Parties), 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 or more.
- 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 twelve (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 any 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.

**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, Training Instructors and Road Supervisors are assigned to the Depot from which they commence work;
- b) Mechanics and Utility workers are assigned to the Maintenance Depot from which they commence work;
- 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 & 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 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 Article Headings**

Article headings will not influence the interpretation and/or intent of any articles within this Collective Agreement.

## **2.03 Duration of Agreement**

This Agreement shall be in force from July 1, 2019 until December 31, 2023. 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.

## **2.04 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.

## **2.05 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.

**2.06 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 procedure contained in this Agreement, and Article 3.06.

**2.07 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.

**2.08 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 Amalgamated Transit Union Local 1724 (the Union) as the sole and exclusive bargaining agent for all employees covered by this Collective Agreement.

**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 performing union duties, investigating or adjusting-grievance(s), or visiting the members in order to ensure the terms of the collective agreement are being upheld. The activities will not 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, representative, or committee member 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 and Representatives**

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

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

No employee or group of employees shall undertake to represent the Union or its members on a formal basis, at any meeting with the Employer, including grievances, without proper authorization in writing from the Union.

The Union may initiate an individual, group or policy grievance on its own behalf where it disputes any application, interpretation or alleged violation of any 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 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 any meeting or discussion 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 Union/Management Committee(s).

**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) Steward. The Chief 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 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 shall provide the Union with any new or revised Rule, Regulation or Policy in writing, at least thirty (30) business days prior to implementation. Implementation or application of any Employer Rule, Policy or Regulation is subject to the grievance procedure contained in this Collective Agreement.

**3.07 Time Off for Union Business**

Time off 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.

**3.07.1** Time off 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.

**3.07.2** Employees granted time off pursuant to this Article shall receive their current rate of pay. Permission for the time off shall not be unreasonably withheld. Employees performing duties under Article 3.04 or on time off 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 time off pursuant to Article 3.07.2, when said time off 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.

**3.08 Leave of Absence for Union Business**

Union Officers elected to full-time Union office may elect, at the employee's 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 continue to accrue seniority on the same basis as if they were working their regular duties.

**3.08.1** Any employee who is elected or appointed to serve as a full-time Officer including, but not limited to the Amalgamated Transit Union, Local or ATU Canada, the 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 and seniority as if he/she had continued to work in the position.

**3.08.2** 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.

**ARTICLE 4.00 UNION MEMBERSHIP, DUES & DIRECTIVES****4.01 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.

**4.02 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 bi-weekly following each pay period the total of wages so deducted to a designated Officer of the Union. Each bi-weekly 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.

**4.02.1 Notice of Changes to Deductions Formula**

The Union shall give no less than thirty (30) calendar days' written notice of any change in the rate at which dues are to be deducted. Such changes shall be implemented beginning on the first day of the first pay period following the effective date.

**4.03 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.

**4.04 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.

**4.05 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.

**4.06 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.

**4.07 Right to Union Representation**

The Employer recognizes that all employees covered by this Agreement shall have the right to union representation at meetings with the Employer.

**4.08 Job Descriptions**

The Employer agrees to provide the Union with job descriptions for all positions for which the Union is the bargaining agent. Job descriptions will include classification, position title, applicable pay rate, and responsibilities. The Employer will notify the Union of any new job descriptions or changes to current job descriptions twenty (20) days prior to implementation. Job Descriptions so presented may be grieved in relation to, but not limited to, bona fide qualifications and appropriate classification and/or pay rate.

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.

**4.09 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, including the reason for termination. Eg: resigned, retired, terminated, or deceased.

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.

**4.09.1**

The Employer will provide the Union with an updated Employee phone and address list within a reasonable period of time, when requested by the President or designate.

**4.09.2**

No officer or member of the Union shall furnish to any unauthorized person a list of the names and addresses of the membership.

**4.10 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.

**4.11 Safety Committee**

A Joint Occupational Health and Safety Committee shall be established for the purpose of discussing safety-related conditions.

The Committee shall function as outlined under Division 5 of the British Columbia Workers’ Compensation Act (2019), and Part 3 of the WorkSafeBC Occupational Health & Safety Regulations.

**ARTICLE 5.00 HUMAN RIGHTS, BULLYING/HARASSMENT & RESPECTFUL WORKPLACE**

**5.01** The Employer will provide training regarding human rights, bullying, harassment, and respectful workplace to all employees based on WorkSafeBC Occupational Health & Safety statutes.

The Employer will make available all applicable statutes and legislation to all employees in all work locations.

**5.02 Respectful Workplace**

The Employer and the Union recognize that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict or disrespectful behaviour, and workplace violence.

The principle of fair treatment is a fundamental one. Both the Employer and the Union will support employees who find themselves in a position that could jeopardize an employee's dignity and well-being or undermine work relationships and productivity.

The Parties further agree that there shall be no discrimination or harassment based on social or economic status, or membership and/or activity in the Union.

**5.03 Human Rights**

The British Columbia Human Rights Code forbids discrimination in employment based on certain protected employee characteristics. The Parties agree that there shall be no discrimination as outlined in Section 13 and/or any other applicable provisions of the British Columbia Human Rights Code.

**5.04 Bullying & Harassment**

The Employer and the Union recognize that every employee shall be entitled to a harassment free workplace. For informational purposes, bullying and harassment information is available at [www.worksafebc.com](http://www.worksafebc.com). All workers will be treated in a fair and respectful manner. Employees must not engage in the bullying and harassment of others.

Bullying and Harassment

- a. includes any inappropriate comment or conduct by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but
- b. excludes any reasonable action taken by the Employer or Supervisor relating to the management and direction of workers or the place of employment.

All employees must not engage in the bullying and harassment of others and must report to the Employer or Union if bullying and harassment is observed or experienced.

**5.05 Workplace Conduct and Violence**

The Parties agree that every employee is entitled to a workplace that is free from improper activity and behaviour, or violence.

Improper activity or behaviour includes:

- (a) the attempted or actual exercise by a worker towards another worker of any physical force so as to cause injury, and includes any threatening statement or behaviour which gives the worker reasonable cause to believe he or she is at risk of injury, and
- b) horseplay, practical jokes, unnecessary running or jumping or similar conduct.

“Violence” means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.

The Parties recognize that Workplace Conduct and Violence are both outlined in Part 4 of the WorkSafeBC Occupational Health & Safety Regulations and can also be accessed at [www.worksafebc.com](http://www.worksafebc.com).

**5.06 Harassment Away from Work**

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.

**5.07 Harassment Reporting**

An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the Employer and/or through the Union to the Employer designate.

Harassment complaints may also be pursued pursuant to Article 6 – Grievances. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

**5.08** 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 6.00 GRIEVANCES****6.01 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 Steward" means the Officer designated by the Union as Chief Steward, who shall assign, direct and assist the work of Stewards.
- c) "Steward" means a person appointed by the Chief Steward or designate to represent employees of the bargaining unit.

**6.02 Grievance Procedure**

The Employer 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.

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

The grievance 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.

Either Party may initiate a grievance. The procedure for resolving a grievance shall be the grievance procedure set out in Article 6. 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.



**6.02.1 Step One – Verbal**

The Employee and/or 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 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 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.

The above timelines may be extended by mutual agreement of the Parties in writing.

**6.02.2 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.

The above timelines may be extended by mutual agreement of the Parties in writing.

**6.02.3 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 and the Union being notified of such suspension and/or dismissal.

The above timelines may be extended by mutual agreement of the Parties in writing.

**6.02.4 Step Three**

Within thirty (30) days after receipt of the written reply in Step Two the Union and the Managing Director or his designee 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.

The above timelines may be extended by mutual agreement of the Parties in writing.

**6.03 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.

The above timelines may be extended by mutual agreement of the Parties in writing.

**6.03.1 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 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 a mutually agreed investigator, 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 (5) days, the time limits of the grievance procedure do not run.

#### 6.04 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.

##### 6.04.1 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.

**6.05 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 7.00 PROBATIONARY, TRIAL, SENIORITY****7.01 Probationary, Trial**

Each new employee hired by the Employer shall be placed on probation for a period of four hundred and fifty (450) hours of work exclusive of new hire training 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.

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

**7.01.2** The Employer may reject a probationary employee as outlined in 7.01.1 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.

**7.01.3** 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.

**7.02 Trial Period**

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 trial period of three hundred (300) hours and shall not serve a probationary period as defined in this Article. During the trial period these employees shall receive full pay, seniority, benefits and perquisites as applicable.

If an employee is deemed unsatisfactory in the new position during this trial 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.

**7.02.1** Where a vacancy arises due to a regular employee being awarded a posted position, a temporary position will be posted within seven (7) calendar days as per Article 21.03 in order to cover their previous position, as soon as possible, for the duration of the trial period.

**7.03 Seniority Reporting**

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.

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

**7.03.2** 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.

**7.03.3** The Employer will post monthly an up-to-date Master Seniority list, a depot seniority list and a casual seniority list on bulletin boards accessible to all employees at each depot.

**7.04 Seniority**

All employees shall maintain their seniority while off work due to illness, injury, approved leaves or layoff.

**7.04.1** 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 a trial period as in Article 21.04.

- 7.04.2** 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.
- 7.04.3** An employee shall not lose seniority if absent from work under circumstances constituting an approved Leave of Absence by the Employer.
- 7.04.4** An employee shall be considered terminated and lose seniority in the event of:
- a) Voluntary termination;
  - b) Discharge for just cause;
  - c) Lay-off for more than twenty-four (24) months.
- 7.04.5** 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 8.00 DISMISSAL, SUSPENSION & DISCIPLINARY ACTION**

**8.01** Except in accordance with Article 21.07 or Article 23.02, no employee shall be terminated without just cause.

### **8.02 Written Complaints**

All complaints leading to the discipline 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 its investigations within five (5) days from the time that the Employer becomes aware of the need to take such action.

### **8.03 Employee Records**

No disciplinary notation will be entered into an employee's record without the concerned employee being so advised. An employee and/or a Union representative with written permission from the employee shall have the right to receive a copy of the employee's entire record upon giving reasonable notice to the Employer.

**8.03.1** 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.

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

**8.04 Disciplinary Meetings**

Where an employee is requested to attend an investigative or disciplinary meeting with the Employer, the Union will be notified so that appropriate representation will be arranged. The Union will be advised in advance of the 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.

**8.05 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 the 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 9.00 WAGES, HOURS & POSITIONS****9.01 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.

**9.02 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.

**9.03 New or Changed Positions**

In the event the Employer shall establish any new position, the classification, job description 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.

**9.03.1** In the event the Employer intends to adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which will be affected by such new methods of operation with respect to change in job content, location, 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.

**9.03.2** In the event that the 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 Article 9.03.1. Further, the Employer shall provide training and testing such that affected employees may upgrade their licenses.

**9.04 Minimum Hours**

All regular full-time 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.

The above shall not apply to regular full-time maintenance employees who are covered under Article 27.01 Minimum hours. Regular full-time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.



---

**9.04.1** All regular part-time employees shall be paid a minimum of four (4) hours per scheduled shift.

Part-time employees shall be regularly scheduled for a minimum of twenty (20) hours per week, with a minimum of two (2) consecutive days off. Regular part-time employees will not be scheduled to work more than seven and one half (7.5) hours per day. Regular part-time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer. The Employer will create full-time positions where possible.

**9.04.2** 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 one-half (37.5) hours per week, over five (5) consecutive days in a row. Overtime work shall be assigned as per Article 10.02.1 & 10.02.2 for Drivers and Article 10.03.1 & 10.03.2 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, and seniority rights as provided to Casuals in Article 22.00.

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 22.00) 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 10.01 e, 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 one-half (7.5) hours.

**9.04.3** 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.

**9.04.4** 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.

**9.04.5** Any Employee who leaves work due to being injured at work, or following a workplace incident, shall be paid their regular wages, not sick leave, for the entirety of their scheduled shift.

## **9.05 Starting and Finishing Time**

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

**9.05.1 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.

**ARTICLE 10.00 OVERTIME/RATES & ASSIGNMENT****10.01 Overtime - Rates**

Overtime for all employees must first be approved by the Employer and shall be paid at the following rates:

- a) The rate of time and one-half (1.5) of their regular hourly rate of pay for the first two (2) hours of overtime worked beyond seven and one-half (7.5) hours in any one day, and double time thereafter, except when b) or c) of this article applies.
- b) For a compressed work week, as defined in Article 20.04, the rate of time and one-half (1.5) of their regular hourly rate of pay for the first two (2) hours of overtime worked beyond nine and one-half (9.5) hours in any one day, and double time thereafter.
- c) For maintenance employees that work eight (8) hour shifts, the rate of time and one-half (1.5) of their regular hourly rate of pay for the first two (2) hours of overtime worked beyond eight (8) hours in any one (1) day, and double time thereafter.
- d) For Casual or Regular Part-time employees, time and one-half (1.5) the employee's regular hourly rate of pay for each hour worked in excess of thirty- seven and one-half (37.5) hours in any one (1) week, excluding hours paid at daily overtime rates. In the case of Casuals who work a compressed work week block, weekly overtime shall apply after thirty-eight (38) hours worked in any one (1) week.
- e) 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.

**10.01.1** Unpaid lunch periods will not be counted in calculating the above overtime hours. For example, in a shift from 0800 – 1600 with a one-half (.5) hour lunch, overtime will commence at 1600 at time and one-half (1.5) the regular rate of pay and double time at 1800.

## **10.02 OVERTIME ASSIGNMENT (Driver)**

### **10.02.1 Driver 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 offered by depot seniority to those Drivers who have agreed to overtime and can arrive at the location within the scheduled pick-up window. Driver overtime shall be voluntary.

### **10.02.2 Driver Work on Day Off (WODO):**

The Employer shall post a standardized sign-up sheet at each depot for Regular drivers to indicate their availability to work overtime on their regularly scheduled days off. The Work on Day Off sign-up sheet will be posted at least two (2) weeks in advance of the week in which the overtime will be offered and will be removed one (1) week in advance on the Friday. Drivers who indicate their availability for Work on Day Off after the sign-up sheet has been removed will be offered work on a first-come first-serve basis.

Overtime for regular drivers on their day off shall be voluntary and will be offered in the following order:

- 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.

The Employer will exhaust all time and one-half (1.5) overtime options before offering Work on Day Off (WODO) at double time (2.0).

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.

**10.03 OVERTIME ASSIGNMENT (Office)**

**10.03.1 Office 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.

The Employer will exhaust all time and one-half (1.5) overtime options before offering work at double time. Once time and one-half (1.5) options have been exhausted, work at double (2x) time will be distributed as follows:

1. To the most senior employee who signed up on either Day Of or WODO sign-up sheet provided there is still four (4) hours of overtime available.
2. If less than four (4) hours remain in the shift, the work stays with the senior qualified Day Of overtime employee at double (2x) 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.

**10.03.2 Office Work on Day Off (WODO):**

The Employer shall post a standardized sign-up sheet at each depot for regular office Employees to indicate their availability to work overtime on their regularly scheduled days off. The Work on Day Off sign-up sheet will be posted at least two (2) weeks in advance of the week in which the overtime will be offered and will be removed one week in advance on the Friday. Employees who indicate their availability for Work on Day Off after the sign-up sheet has been removed will be offered work on a first-come first-serve basis.

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 (1.5) overtime options before offering Work on Day Off (WODO) at double time (2x).

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 11.00 PAY PERIOD**

### **11.01 Payday Schedule**

- a) Employees will be paid bi-weekly.
- b) The Employer will utilize Direct Deposit for all employees' payroll and provide all employees with an itemized pay statement. The itemized details, including all year-to-date information, will be provided to the limits of the operating system, and at a minimum will meet all statutory requirements.

### **11.02 Payroll Errors**

Upon request, payroll shortages of more than one hundred (100) dollars will be paid out by direct deposit within three (3) days, otherwise payroll shortages will be rectified on the next regular payday.

Where an employee is responsible to repay the Employer for an overpayment, the Employer must provide a detailed breakdown of the amount owing and the reason for the overpayment.

The Employer will not deduct any overpayment from an employee's pay without written consent from the employee. A repayment plan will be mutually agreed upon with terms which will not cause undue hardship to the employee.

### **11.03 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 12.00 BENEFITS AND PENSION/RRSP**

### **12.01 Benefits**

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

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

The Employer must maintain or improve all current levels of benefit coverage as they currently exist from the July 1, 2018 CBA ratification. The Employer will not reduce the levels of benefit coverage.

**12.01.1** The Employer will pay 100% of the premiums for the benefits outlined in Article 12.01 for all eligible employees.

**12.01.2** All Regular part-time employees who work an average of eighty (80) hours per month shall be entitled to the benefits defined in Article 12.01. 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 12.01.1.

**12.01.3** The Employer agrees to grandfather the following Casual Employees for all benefits outlined in Article 12.01, except for LTD coverage, provided they remain eligible as per Article 12.01.2:

Lori Plotnikoff            Aaron Walsh  
Ken Rice

If any of these employees fail to remain eligible as per Article 12.01.2, they shall no longer be entitled to these grandfathered Casual benefits from that point forward. Article 22.17 shall not apply to the employees outlined in Article 12.01.3 so long as they maintain benefit coverage.

**12.02 Medical Services Plan (MSP)**

In the event that the Provincial Government implements any new or revised Medical Services Plan under the Medical Services Act, the Parties will enter into negotiations regarding premium payment with the existing monetary value applied to resolution.

**12.03 Pensions**

**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 First Canada.

**12.04 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 13.00 OTHER DUTIES****13.01 Court Proceedings**

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

**13.01.1** 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 workday 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.

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

**13.02 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.

### **13.03 Report for Other Employer Business**

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

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

**13.03.2** 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.

### **13.04 Call-Ins by the Employer**

If any Employee is called in by the Employer outside their normal working hours for any purpose other than their scheduled shift or training pursuant to Article 25.05 of this Agreement, attendance will be voluntary and the applicable overtime rates will apply.

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's 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.

## **ARTICLE 14.00 VACATION LEAVE**

### **14.01 General Policies for Annual Vacation Leave:**

#### **14.01.1 Vacation Pay While Still Working**

Unless provided herein, no Employee shall receive vacation pay while still working. Whatever vacation entitlement an Employee has will be used only when accompanied by an absence from work.

14.01.2 If an Employee is off on an approved leave, and is unable to use their vacation entitlement in the current calendar year, up to five (5) vacation days will be forwarded to their next year's allotment and the balance of the vacation owed will be paid out to the Employee no later than January 31<sup>st</sup> of the following year.

#### **14.02 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.

#### **14.03 Seniority for Vacation Purposes**

The Employer will provide to all Regular Employees the standardized vacation request form for the following year no later than October 1<sup>st</sup> of each year. Employees will return their completed vacation request form to their Depot Manager no later than November 1<sup>st</sup> of each year for the following year.

**14.03.1** Employees who have three (3) weeks or more of vacation time must select a minimum of three (3) one (1) week blocks. Employees who do not submit their vacation selection form will be by-passed and will have their vacation selection based on availability at the time they submit their request. Employees who will be absent may leave a vacation selection form with their Depot Manager.

**14.03.2** Employees will be scheduled for vacation based on Depot seniority and classification, and their preferences as stated on their vacation request form. A copy of the submitted form will be returned to the Employee showing all approved and non-approved days before posting the full vacation schedule.

**14.03.3** The Vacation schedule for the following year must be completed by the Employer and posted in each Depot by December 1<sup>st</sup>. After December 1<sup>st</sup> vacation times will be allotted on a first-come first-serve basis based on a time-stamped form.

**14.03.4** 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.

**14.04 Vacated Vacation Periods**

In the event that a picked weeks' vacation becomes vacant, the Employer will post it for three (3) weeks so that other Employees per Article 14.03.4 may sign for the vacated period according to seniority. If there is insufficient time to post as above, the posting period may be reduced in order to allow for at least one (1) week between the date of the award and the vacation period. Subsequent vacated approved vacation weeks as a result of an employee changing their pre-approved vacation shall not be posted.

Any vacation vacated within three (3) weeks of scheduled vacation time will be posted as soon as the Employer is made aware.

**14.05 Vacation Schedule**

The Employer shall post a completed vacation schedule for all employees by December 1st of each calendar year at each depot. An updated complete annual vacation schedule will be posted monthly by the first of each month at each depot.

**14.06 Sickness While on Vacation**

If an Employee on vacation becomes ill or injured for a period in excess of three (3) days, and a medical certificate is supplied that states the Employee would not have been able to perform his/her duties due to such illness or injury, he/she will be allowed to use sick leave credits for that period and their vacation will be deferred.

**14.07 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 14.03 and 14.03.1 have been selected. This time will be paid at rates in effect at the time that the vacation is actually taken.

**14.08 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.

**14.09 Partial Days**

When an Employee has less than a full day of accumulated vacation time in their vacation bank, the time may be used as a partial day off, or a full day off with any balance of the day being without pay.

**14.10** Vacation shall not be granted when an Employee is serving a trial period. Any vacation period vacated as a result of an Employee moving to another classification will be posted as per Article 14.04

**14.11**

Employees changing job classifications will be required to re-choose available annual vacation in their new classification unless the Employee has incurred non-refundable costs related to their previously scheduled annual vacation period. The Employee must provide proof that such non-refundable costs were incurred prior to the applicable posting date for their new position.

**ARTICLE 15.00 VACATION ENTITLEMENT**

**15.01 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 First Canada on July 1, 2018.

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

**15.02 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.

### **15.03 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.

The Employer must give a written notice to the Employee including a reconciliation of the amount owing and re-payment options which will not put the Employee into undue hardship.

### **15.04 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 15.01 for each month to be worked prior to December 31<sup>st</sup>.

### **15.05 Prorated Vacation Accrual**

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.

**15.06 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.

Vacation pay for extra casual hours accessed above regular part-time work will accrue based on casual entitlement rates.

**15.07 Vacation Proration**

Any Regular Employee who is absent from work unpaid for a total of thirty (30) of their regularly scheduled work days or more in a calendar year shall have their annual vacation entitlement prorated commencing with the thirty-first (31<sup>st</sup>) day of unpaid leave. Each day of such leave after thirty (30) days shall result in proration of vacation entitlement for that year. 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).

**15.07.1** Proration will be calculated based on no more than seven and one-half (7.5) hours per day (see Article 15.01 as to how vacation is accrued).

**15.07.2** Statutory holidays will not be included as a day of absence in the calculation when prorating the employee's vacation entitlement.

**15.08 Casual Employees**

Casual Employees who are filling a temporary position shall be entitled to apply for Leaves of Absence as per Article 17.00.

**15.09 Vacation Payouts**

Any Employee who was absent due to sickness, LTD, or WSBC who was not able to use their entitled vacation time, (Article 18.06) will carry over up to five (5) days into the following year and the balance of any vacation pay will be paid by the Employer no later than January 31<sup>st</sup> of the following year.

**ARTICLE 16.00 STATUTORY HOLIDAYS**

**16.01 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.

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

If one or more consecutive statutory holiday(s) fall on a day which is not a Regular Employee's regular workday 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.

**16.02.1** 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.

**16.03 Statutory Holiday Entitlement**

Regular Employees are automatically paid for statutory holidays and are assumed to be absent from work with pay.

**16.03.1** 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 classifications during the thirty (30) 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 (1) classification, they will be paid at the highest rate.

**16.04 Work on Statutory Holidays**

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 one-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.

**16.04.1** 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 one-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.

**16.04.2** 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 10.02.2-10.03.2;
- b) the next (or previous) day off with pay in lieu of the stat holiday under Article 16.02.1 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 workday, such as a Sunday for an Employee with a Monday to Friday work schedule, the Employer 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 17.00) or assign the Employee to work Monday and pay the Employee at straight time;
- c) bank the statutory holiday under Article 16.02.2;



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 thirty-seven and one-half (37.5) hours in a week due to working on the statutory holiday, the Employee will not be entitled to overtime under Article 10.01 d.

**16.04.3** Work on a statutory holiday shall be posted and offered as follows:

a) at least four (4) weeks prior to each Statutory Holiday the Employer will post on bulletin boards at each Depot a standardized 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; Employees may state preferences in advance and will be offered all available shifts in their classification in order of seniority;

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 Employer 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 17.00 LEAVES OF ABSENCE**

**17.01 General Conditions**

The Union Office must be informed of leaves in excess of fourteen (14) 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 (30) 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).

**17.01.1** 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.

**17.01.2** 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 off work due to illness, injury, approved leaves or layoff.

Should such application be refused, the Employee shall have the right to appeal to the General Manager through the proper officials of the Union.

**17.01.3** 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.

**17.01.4** A Leave of Absence without pay will be granted to cover the term of suspension of an Employee's Driver's License if requested.

The Employer agrees to grant a Leave of Absence without pay for up to eighteen (18) calendar months to any Employees who have their Driver's License temporarily suspended as a result of a charge and/or conviction for an impaired driving offence under the Criminal Code of Canada, immediate Roadside Prohibition (up to ninety (90) days), or other driving infractions.

This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave. The following conditions also apply:

- the incident giving rise to the suspension is in no way work related.
- the Employee will pay both the Employee and Employers share of the Employees' Benefit Package where applicable. Failure of the Employee to reimburse the Employer shall result in the termination of benefit coverage for that Employee.
- any Employee will be eligible for only one (1) such Leave of Absence during their career with the Employer. If any Employee has a subsequent conviction resulting in a Driver's License Suspension, they shall be automatically terminated with just cause. An immediate Roadside Prohibition will not be included in the above limits.

- any Employee who is required to have an Interlock Device in their work vehicle, as imposed by the Authorities, is ineligible to return to work until the restriction is lifted if driving is a condition of their employment.
- if a Driver's License Suspension is overturned by a decision of the courts, the Employee will be reinstated with full seniority and the Employer will not be required to compensate for lost wages or benefits during the period in which they were off.

**17.02 Leave of Absence with Pay**

Leave of Absence with pay is only applicable to Regular Employees.

**17.03 Bereavement 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.

**17.04 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.

**17.05 Pregnancy and Parental Leave**

Pregnancy and Parental leave without pay shall be granted according to the Employment Standards Act (Part 6). 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.

**17.05.1** 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.

**17.05.2** 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.

**17.06 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.

**17.07 Employment Standards Leaves**

Applicable leaves will be granted as per Part 6 of the Employment Standards Act.

**17.08 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).

Any Regular Employee who is absent from work unpaid for a total of thirty (30) of their regularly scheduled workdays or more in a calendar year shall have a portion of their benefit costs prorated commencing with the thirty-first (31<sup>st</sup>) day of unpaid leave. Each day of such leave after thirty (30) days shall result in proration of their benefit costs.

Statutory holidays will not be included as a day of absence in the calculation when prorating the Employee's benefits.

**17.09 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 18.00 SICK LEAVE BENEFITS****18.01 Sick Leave Benefits**

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.

**18.01.1** Any Regular Employee who is absent from work unpaid for a total of thirty (30) of their regularly scheduled workdays or more in a calendar year shall have their sick leave entitlement prorated commencing with the thirty-first (31<sup>st</sup>) day of unpaid leave. Each day of such leave after thirty (30) days shall result in proration of sick leave entitlement. 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).

Statutory holidays will not be included as a day of absence in the calculation when prorating the Employee's sick leave entitlement.

**18.01.2** 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.

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

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

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.

**18.02.1** 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.

**18.03 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.

**18.04 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 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 partial or full days of sick leave at their discretion to attend appointments.

**18.05 WorkSafeBC**

An Employee shall be granted Workers' Compensation leave in the event that 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 WorkSafeBC.

**18.06 Benefit Entitlement**

When an Employee is on an accepted WorkSafeBC 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 12.00 for up to twelve (12) months while the Employee is on the above leaves.

**18.07 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 19.00 REST PERIODS****19.01 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.

**19.02 Lunch and Breaks**

Every Employee is entitled to the following:

**Lunch**

- In any shift greater than five (5) hours, 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 of six (6) hours or less, 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.

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

**19.02.2** Lunch breaks will be given no earlier than three and one half (3 ½) hours after the shift begins and no later than four and one half hours (4 ½) after the shift begins, when an Employee works a seven and one 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 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.

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

**19.02.4** Where an Employee requests a lunch period of longer duration than stated in 19.02 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 20.00 SHIFTS**

### **20.01 Driver Shift Pick**

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 ten (10) 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 no later than three (3) days prior to posting.

The above timelines may be extended by mutual agreement of the Parties in writing.

**20.01.1** 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.

**20.01.2** 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 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.

**20.01.3** In the event that a Regular full-time Employee at the time of the shift pick has no full-time run to choose from at their Depot, the affected Employee will be given the option of picking remaining vacant full-time runs by Master seniority in other Depots prior to those vacancies being posted.

**20.01.4** 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.

Upon the completion of the Driver shift pick, the Employer will provide the Union with a copy of the completed pick prior to the effective date.

## **20.02 Call Centre Classification Sign-up**

Where it becomes necessary for the Employer to alter shifts in a Call Centre classification by changing the days of work or substantially changing the hours of work, the Employer will conduct a sign-up such that all current Regular Employees in the classification will be offered their choice of available shifts in seniority order. The sign-up will occur a minimum of two (2) weeks prior to implementation of the new shifts.

The Union will be notified of the shift sign-up in advance and will have the right to have Union representation present during the process.

## **20.03 Split Shifts**

There shall be no split shifts.

## **20.04 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 thirty (30) 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 thirty (30) minutes a day.

**20.04.1** Article 10.01 shall not apply to compressed week workdays, with overtime being paid at the rate of time and one-half (1.5) of their regular hourly rate of pay for the first two (2) hours of overtime worked beyond nine and one-half (9.5) hours in any one day, and double time thereafter.

---

The above shall not apply to the Maintenance Depot, as per Articles 27.00 & 29.00.

## **ARTICLE 21.00 VACANCIES, PROMOTIONS AND LAYOFFS**

### **21.01 Regular Driver Vacancies**

Regular Driver vacancies within the shift bid shall be posted pursuant to Article 20.01 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.

A Regular Driver who elects to change to Casual status will not be considered for a Regular Driver vacancy for four hundred and fifty (450) working hours or until after the next shift sign-up.

**21.01.1** Notwithstanding trial periods specified in Article 21.04, a Casual Driver who becomes a Regular Driver must continue working in a Regular Employee status until they have completed four hundred and fifty (450) working hours or until the next shift sign-up, whichever comes first.

### **21.02 Regular Vacancies – All Other Classifications**

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

- a) by Depot seniority; then
- b) Any other qualified or pre-qualified Employee by Master seniority;
- c) If no qualified or pre-qualified Employees apply, the Employer may use the pre-qualification criteria below to determine if the most senior applicant has the required bona fide knowledge, skills, and abilities for the posted position.

**21.02.1** “Qualified Employees” are defined as those Employees who successfully pre-qualify, complete and pass training in the classification.

**21.02.2** A Regular Employee in an Office Depot classification who elects to change to Casual status in the Office Depot will not be considered for a Regular Office Depot vacancy until they have completed four hundred and fifty (450) working hours.

**21.02.3** Notwithstanding trial periods specified in Article 21.04, a Casual Employee in the Office Depot who becomes a Regular Employee in an Office Depot classification must continue working in a Regular Employee status in an Office Depot classification until they have completed four hundred and fifty (450) working hours.

### **21.03 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 (18) months shall be posted as Regular positions.

In the event that a Regular Employee is serving a trial period in another classification, their vacated position will be posted as a temporary position within seven (7) calendar days after their position in the new classification has been awarded.

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.

### **21.04 Trial Period – All Classifications**

The successful applicant for the position will serve a trial 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. This trial period may be extended by mutual agreement of the Parties in writing.

The Employee may voluntarily return to his previously held position with no loss of seniority within his trial period.

### **21.05 Job Postings – All Classifications**

Employees shall have the opportunity to apply for any job vacancy, 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' mailboxes and, remain posted for two (2) 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 e-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 as outlined in the job description;
- e) the start date of the position;
- f) which Depot or other workplace applicable to the position; and
- 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.

**21.05.1** Employees changing job classifications will be required to re-choose available annual vacation in their new classification unless the Employee has incurred non-refundable costs related to their previously scheduled annual vacation period. The Employee must provide proof that such non-refundable costs were incurred prior to the applicable posting date for their new position.

#### **21.06 Pre-Qualification Process**

Employees will register for the pre-qualification process by email for a position in a different classification. A "pre-qualified Employee" is one who demonstrates they have the required bona fide knowledge, skills, and abilities, but has not received formal training in the position.

The Employer may use a testing and/or interview process to determine if an Employee meets the required bona fide knowledge, skills, and abilities as outlined in the job description for a specific position. The process will have clear benchmarks and be based on the skills and competencies required by someone new to the position. The testing will not be based on knowledge exclusive to the position.

Employees are considered "pre-qualified" if they have successfully completed the pre-qualification process prior to a posting for a position in that classification. Employees who

have registered for pre-qualification at least two (2) weeks prior to the posting must be offered testing prior to the position being awarded. There will be no additional pre-qualification in that position once the posting has gone out. Employees who have not pre-qualified will be considered if Article 21.02 applies.

Should an employee be unsuccessful in the pre-qualification process, they may re-apply after a period of three (3) months.

**21.06.1 Casual Pre-Qualification**

All Casual Employees will be required to successfully complete the pre-qualification process prior to cross-training in another classification.

**21.07 Layoff and Recall**

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.

**21.07.1** 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.

**21.07.2** 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.

**21.07.3** 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.

**21.07.4** 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.

**21.07.5** 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 21.07.

### **21.08 Termination and Notice**

In the event that a First Canada 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 First Canada 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 July 1, 2018 as the earliest employment start date.

## **ARTICLE 22.00 CASUAL WORK PROCEDURES**

### **22.01 Casual Work – All Classifications**

Casual Employees are those Employees who are employed for relief purposes. Casuals may also be used to perform extraordinary or unusual work.

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 and posted at 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 20.01.

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.

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

**22.03 Blocks of Work**

In the event that a Regular Employee is absent for one (1) or more weeks, their work shall first be offered to Casual drivers and assigned to Casual office staff as blocks of one (1) or two (2) weeks, wherever possible. A Casual Employee who accepts a block of work greater than one (1) 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.

**22.04 Temporary Positions**

Casual Employees awarded a temporary position will remain Casual for the duration of the temporary position. Further, this does not prevent an Employee from applying for a posted position in any Depot or accepting a Regular position.

**22.05 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 (1) 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.

**22.06 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.

**22.07 Overtime for Casuals**

In the event that the work is overtime then the work will be offered to all Employees and paid in accordance with Article 10.00. Overtime will not be assigned until all straight-time options have been exhausted.

**22.08 Casual Vacation Entitlement**

Casual Employees will receive vacation percentage entitlement as per Article 15.02 based upon their date of hire as per the Master Seniority List.

**22.09 Casual Driving Shifts**

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:

- a) Casuals from the primary Depot list
- b) Casuals from the secondary Depot list

**22.09.1** 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 twelve (12:00) noon or twelve (12:00) noon and after, and may state preferences in advance; however, they must fulfill the minimum availability requirements of Article 22.14. The offer of all Driver shifts shall include shift start and stop times and run numbers.

**22.10 Casual Drivers Day-before Call-in**

The Employer will contact available Casual Drivers 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 will be assigned based on the Employee's stated availability and preferences.

Where work arises that was not foreknown to the Employer, it will be offered to the next most senior available Employee without adjustment of the work already assigned.

For Casual work assignments for Tuesday through Friday, 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.



For Casual work assignments for Saturday through Monday:

- Where an available Casual Employee fails to respond to offers/assignment of work by 7:00 pm when called on Friday for a Saturday shift, they will receive one (1) rejection for that one (1) day in accordance with Article 22.15 and 22.16.
- When an available Casual Employee fails to respond to offers/assignment of work by 12:00 pm noon on Saturday when called on Friday for a Sunday shift, they will receive one (1) rejection for that day. Should the Casual call in before 12:00 pm noon on Saturday they will work the assigned shift and no rejection will be issued for that day.
- When an available Casual Employee fails to respond to offers/assignment of work by 12:00 pm noon on Sunday when called on Friday for a Monday shift, they will receive one (1) rejection for that day. Should the Casual call in before 12:00 pm noon on Sunday, they will work the assigned shift and no rejection will be issued for that day.

### **22.11 Casual Drivers Day-of Call-in**

In the event that an offer/assignment of work is made for the same day, and a Casual Employee fails to respond to the phone call, the Employer will leave a message and continue to assign work to the next available Employees by seniority. If the Casual Employee subsequently responds to the phone message, he shall be offered any remaining available work in accordance with his seniority.

### **22.12 Casual Office Shifts**

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:

- a) Casuals from the primary Depot list
- b) Casuals from secondary Depot list

**22.12.1** The Employer will contact all Casual office Employees by phone, by personal email, or in person by 2:00 pm Thursday to assign the work available for the following Sunday through Saturday.

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

- a) Most senior qualified available Casual not already assigned to a shift; then

b) 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.

### **22.13 Casual Office Day-of Call-in**

In the event that an offer/assignment of work is made for the same day, and a Casual Employee fails to respond to the phone call, the Employer will leave a message if possible, and continue to offer work to the next available Employees by seniority. If the Casual Employee subsequently responds to the phone message, he shall be offered any remaining available work in accordance with his seniority.

### **22.14 Casual Availability – All Classifications**

All Casual Employees with a hire date prior to December 5, 2020 will follow the availability requirements outlined below:

Casual Employees must make themselves available 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 documented illness/injury (e.g.: WorkSafeBC or extended medical leave), or demonstrated extenuating circumstances, will be excused and have their availability requirements prorated. Incidental absences due to illness/injury without medical documentation will not excuse an employee from availability requirements set out in this provision.

**22.14.1** All Casual Employees with a hire date after December 5, 2020 will follow the availability requirements outlined below.

Casual Employees must make themselves available for full shifts of work on a minimum of ten (10) calendar days within a calendar month. Employees who are unable to fulfill monthly availability requirements due to documented illness/injury (e.g.: WorkSafe or extended medical leave), or demonstrated extenuating circumstances, will be excused and have their availability requirements prorated. Incidental absences due to illness/injury without medical documentation will not excuse an Employee from availability requirements set out in this provision.

All Casual employees, regardless of hire date, will be bound by the following requirements.

**22.14.2** Employees will provide to the Employer a copy of their daily availability calendar for a month's period no later than seven (7) calendar days prior to the end of the preceding month. The Employer will indicate receipt of the calendar and return a copy to the Employee.

**22.14.3** 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.

**22.14.4** Casual Employees may apply for Leave of Absence as per Article 17.01. In the event that such leave is granted, the Employee's availability requirements will be prorated in accordance with the period of leave.

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

The Employer reserves the right to assign shifts of less than seven and one-half (7.5) hours by reverse seniority by Depot to available Casuals when the Employer has determined there are no Casuals willing to accept such shifts.

**22.14.6** Casual Employees may cancel, and/or add to, 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.

Casual Employees shall not be considered to have rejected and/or failed to respond to offers/assignments of work for any day actually worked.

**22.15 Casual Availability Failure to Meet Requirements Hired Prior to December 5, 2020**

Casual Employees hired prior to December 5, 2020 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.

The Employer shall issue a written warning to the Casual Employee for each quarterly period in which the employee violates the applicable requirements of Article 22.14 based on date of hire and/or Article 22.15.

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.

Any Casual employee with two (2) written warnings on their personnel file who violates the applicable requirements of 22.14 and/or 22.15 for the third (3<sup>rd</sup>) time in a subsequent period shall be immediately dismissed from employment.

**22.16 Casual Availability Failure to Meet Requirements Hired After December 5, 2020**

Casual Employees hired after December 5, 2020 who fail to meet a minimum ten (10) calendar days within a calendar month availability requirements, as per Article 22.14, or who reject and/or fail to respond to three (3) offers/assignments of work on their declared available days in a monthly period, shall be subject to the following disciplinary process.

The Employer shall issue a written warning to the Casual Employee for each monthly period in which the Employee violates the applicable requirements of Article 22.14 based on date of hire and/or Article 22.16.

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.

Any Casual Employee with two (2) written warnings on their personnel file who violates the applicable requirements of Article 22.14 and/or Article 22.16 for the third (3<sup>rd</sup>) time in a subsequent period shall be immediately dismissed from employment.

**22.17 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 23.00 TECHNOLOGY****23.01 Technological Change**

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.

**23.01.1** The Employer shall meet with the Union and an Employee representative from each affected Depot Joint Occupational Health & Safety Committee no less than thirty (30) calendar days prior to 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.

**23.01.2** 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 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.

## **23.02 Displacement Due to Technological Change**

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:

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

**23.02.1** 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.

## **ARTICLE 24.00 SERVICE**

### **24.01 Contracting Out**

Subject to Article 24.02 below, the Employer agrees that it will not contract out bargaining unit work.

### **24.02 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.

### **24.03 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:

#### **24.03.1** All scheduled Employees are required to report to work.

Drivers, including Casuals, who attend work at their previously scheduled shift start time before the adverse weather day is declared will receive full pay for their scheduled hours. If there are more Drivers available than needed, work will be assigned in order of reverse Depot seniority.

Drivers, including Casuals, who attend work at their previously scheduled shift start time after the adverse weather day is declared will sign in on arrival and indicate their preference to work on a sign in sheet that is standardized in all Depots. Drivers will wait at the Depot for assignment of work or dismissal.

Drivers will then be offered the available work in order of seniority with full pay for their normally scheduled hours. Drivers for whom no work is available, or who have indicated they prefer not to work, shall be released as soon as operationally possible and shall be paid for a minimum of four (4) hours. Drivers assigned to a run will be guaranteed their regular hours.

Drivers Adverse Weather shift assignments will first be offered in order of seniority to those Drivers who would not be scheduled into overtime based on the start time of their previously scheduled shift, that is Drivers whose scheduled start time is at or prior to the Adverse

Weather shift start time. By accepting the Adverse Weather shift, Drivers will accept the start and finish times, and break schedule of the Adverse Weather shift.

If additional shift assignments are necessary, the Employer will offer those shifts in a manner which minimizes overtime. Driver overtime will be voluntary.

**24.03.2** 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.

#### **24.04 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 25.00 MISCELLANEOUS PROVISIONS**

#### **25.01 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.

#### **25.02 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.

#### **25.03 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 (1) safety vest.

**25.03.1** Uniforms shall be replenished as follows:

- a) 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 upon proof of need, they may exchange the worn piece for a replacement.
- b) 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. Employees with physical requirements that are not accommodated by the uniform will be permitted to purchase approved replacement articles. These purchases will be reimbursed by the Employer, no later than the next pay period.

**25.04 Employee Indemnity**

- a) Civil actions-except where there has been gross negligence on the part of an Employee, the Employer will:
  - 1) Exempt, indemnify, 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.

**25.05 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 13.04 (Call-ins by the Employer).

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.

#### **25.06 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.

#### **25.07 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.

#### **25.08 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.

---

**ARTICLE 26.00 SAFE WORK PRACTICES****26.01 Safe Working Practices**

Both Parties recognize the importance of safe working practices as applied both to the clients of the service and to the Employees. 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:

- a) 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.
- b) An Employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.
- c) The final determination of whether a vehicle is safe rests with a journeyman certified mechanic.

**ARTICLE 27.00 MAINTENANCE WORK-DAYS, HOURS & SHIFTS****27.01 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.

**27.02 Split Shifts - Maintenance**

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

**27.03 Facility Open/Close**

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

**27.03.1** 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 28.00 MAINTENANCE SHIFT SIGN UP**

**28.01 Shift Sign Up**

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.

**28.02 Apprentice Shifts**

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.

**28.03 New Maintenance Employees**

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 29.00 MAINTENANCE OVERTIME**

**29.01 Maintenance Overtime**

Maintenance Employees working beyond their Regular scheduled shift shall be paid the rate of time and one-half (1.5) of their regular hourly rate of pay for the first two (2) hours worked, and double time thereafter.

Maintenance 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.

Overtime for Maintenance Employees will be voluntary except in emergency situations.

**29.02 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 30.00 MECHANIC PROGRESSIONS****30.01 Mechanic Certification**

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

Mechanic is a journeyman certified mechanic (Red Seal).

An "Apprentice" is an Apprentice Mechanic.

**30.02 Time off for Training**

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.

**30.02.1** 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.

**30.02.2** 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 (Red Seal) rate.

---

**ARTICLE 31.00 MAINTENANCE SHIFT DIFFERENTIAL**

**31.01 Shift Differential**

Shift differential of One Dollar (\$1.00) per hour shall be paid to Maintenance staff in accordance with Article 31.01.1. 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.

**31.01.1** Shift differential is to be paid to full shifts that both commence and finish during the hours of 1600 and 0800.

**31.01.2** Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.

**ARTICLE 32.00 MAINTENANCE LEADHAND**

**32.01 Leadhand**

- a) A Maintenance Leadhand will be appointed as needed by the Maintenance Manager.
- b) 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.
- c) The premium for the Leadhand Mechanic is outlined in Appendix A

**32.02 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 33.00 MAINTENANCE PROTECTIVE CLOTHING  
& EQUIPMENT**

**33.01 Protective 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 Three Hundred Dollars (\$300) 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 Three Hundred Dollars (\$300) per calendar year.
- d) Protective equipment will be supplied by the Employer to Maintenance Employees as required under WorkSafeBC Regulations.

**ARTICLE 34.00 MAINTENANCE TOOL ALLOWANCE**

**34.01 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 Eight Hundred Dollars (\$800) annually. The Tool Allowance will be paid on the Employee's payroll cheque on the yearly anniversary of their hire date.

**ARTICLE 35.00 MAINTENANCE CVI RENEWAL FEE**

**35.01** The Commercial Vehicle Inspector (CVI) certification must be maintained. The CVI Renewal Fee will be reimbursed by the Employer to those employees requiring certification as necessary.

**ARTICLE 36.00 MAINTENANCE DEPOT VACATION PERIOD**

**36.01** The Employer must ensure that there are sufficient opportunities for Maintenance Depot Employees to take their vacation entitlement and will make every reasonable effort to allow at least one (1) Employee per Maintenance Classification off each week per Maintenance Depot.

## APPENDIX "A" - WAGE SCALE

	July 2019	July 2020	July 2021	July 2022	July 2023
Accounting Clerk	\$ 30.74	\$ 31.28	\$ 32.06	\$ 33.02	\$ 33.85
Admin Clerk	\$ 27.59	\$ 28.08	\$ 28.78	\$ 29.64	\$ 30.38
Booking Agent	\$ 26.97	\$ 27.45	\$ 28.13	\$ 28.98	\$ 29.70
Check in Clerk	\$ 27.93	\$ 28.42	\$ 29.13	\$ 30.00	\$ 30.75
Customer Service Agent	\$ 27.59	\$ 28.08	\$ 28.78	\$ 29.64	\$ 30.38
Dispatcher	\$ 28.23	\$ 28.72	\$ 29.44	\$ 30.32	\$ 31.08
Dispatcher Chief	\$ 31.37	\$ 31.92	\$ 32.72	\$ 33.70	\$ 34.54
Dispatcher-Scheduler	\$ 28.23	\$ 28.72	\$ 29.44	\$ 30.32	\$ 31.08
Drive cam	\$ 25.41	\$ 25.85	\$ 26.50	\$ 27.29	\$ 27.98
Drivers	\$ 27.06	\$ 27.87	\$ 28.71	\$ 30.35	\$ 31.11
Fare Media	\$ 27.93	\$ 28.42	\$ 29.13	\$ 30.00	\$ 30.75
Geocode	\$ 36.38	\$ 37.01	\$ 37.94	\$ 39.08	\$ 40.05
Lead Hand	\$ 37.19	\$ 37.84	\$ 38.79	\$ 39.95	\$ 40.95
Maintenance Clerk	\$ 29.62	\$ 30.14	\$ 30.89	\$ 31.82	\$ 32.61
Mechanic - Red Seal	\$ 37.19	\$ 37.84	\$ 38.79	\$ 39.95	\$ 40.95
Mechanic - Apprentice	\$ 33.40	\$ 33.99	\$ 34.84	\$ 35.88	\$ 36.78
Payroll Clerks	\$ 30.47	\$ 31.01	\$ 31.78	\$ 32.74	\$ 33.55
Road Supervisors	\$ 30.74	\$ 31.28	\$ 32.06	\$ 33.02	\$ 33.85
Scheduler	\$ 28.23	\$ 28.72	\$ 29.44	\$ 30.32	\$ 31.08
Shop Foreman	\$ 40.33	\$ 41.04	\$ 42.07	\$ 43.33	\$ 44.41
Training Instructors	\$ 28.17	\$ 29.01	\$ 29.88	\$ 31.59	\$ 32.38
Utility Workers	\$ 25.41	\$ 25.85	\$ 26.50	\$ 27.29	\$ 27.98
Trainees will be paid 72% of the regular rate of pay for the classification in which they are trained.					

All increases in pay take effect on July 1 of each calendar year.

Premiums are excluded in the above increases.

### 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 21.02; qualifications for Trainer Assignments will be outlined in the posting.

**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 & OFFICE EMPLOYEES PREMIUMS

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

#### Cell Phone

No Employee will be expected to use their own cell phone for work purposes. If a cell phone is required, it will be provided by the Employer.

#### Premiums

First Aid Attendant - First Aid Attendant paid training and honorarium of fifty dollars (\$50.00) annually.



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  
FIRST CANADA ULC

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



John Peck – Regional Vice President



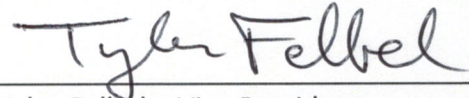
Mark Beeching – President



Rob Proctor – Managing Director



Denyse Mitchell – Financial Secretary



Tyler Felbel – Vice President

Dated this 5<sup>th</sup> day of December 2020.

**Letter of Understanding #1: SCHEDULING COMMITTEE**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

The Parties agree that a Scheduling Committee shall be established as a Pilot Project for the purpose of discussing scheduling / dispatch issues and addressing solutions in a collaborative manner. This committee will focus on client trip delivery to enhance client and worker experience. This Pilot project will begin no later than sixty (60) working days of the ratification of the Collective Agreement and can be initiated any time after signing of this LOU.

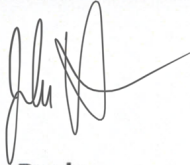
The Scheduling Committee shall consist of equal representation. The Union will appoint the employee representatives to the committee. The committee will meet at least every two (2) months or more frequently by mutual agreement. Terms of Reference for the committee will be mutually established by the committee members.

Committee representatives shall be paid for the meeting, by the Employer, at the appropriate rate of pay.

This LOU will be reviewed after six (6) months of initiation. Either party may then rescind this LOU by giving thirty (30) days written notice to the other party.

Signed on behalf of:

**FIRST CANADA ULC**



**John Peck**  
**First Canada ULC**

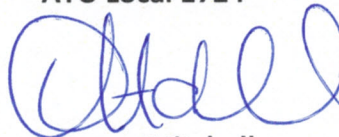


**Rob Proctor**  
**First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**



**Mark Beeching**  
**ATU Local 1724**



**Denyse Mitchell**  
**ATU Local 1724**

**Letter of Understanding #2: FLEXIBLE DRIVER SHIFTS**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

Whereas the Parties have discussed Flexible Driver Shifts during collective bargaining, and identified an opportunity to create more full-time jobs; and

Whereas flexible driver shifts are in addition to the number of regular full-time shifts; and

Whereas both Parties recognize that this is a new process to the organization; and the Parties hereby agree as follows:

1. This Letter of Understanding will be a Pilot Project that may be cancelled with sixty (60) days' notice by either Party.
2. The effective date of this Letter of Understanding will be upon ratification of the Collective Agreement.
3. Flexible Drivers are Regular Full Time Drivers with fixed days of work and fixed days off, and whose start times may vary within a two (2) hour range per day.
4. Flexible Drivers will be offered weekly blocks of work that fit within their start time window, where blocks of work are available. Such selection will be made during the week prior.
5. Should there not be a block of work available, Flexible Drivers will be offered daily work that fits within their start time window. Such work will be offered during the week prior. Once work has been assigned start times will not be altered unless mutually agreed. Where there is a conflict of selection between a Vacation Blocker and a Flexible Driver, the senior driver will have the first choice.
6. Flexible Drivers from Cloverdale may select work from Cloverdale or Maple Ridge; flexible drivers from Vancouver may select work from Vancouver or Skeena.
7. Flexible Driver shifts shall be posted and awarded in accordance with the Article 20 or Article 21, whichever applies.
8. Should the Employer determine that there is a need to reduce service, Flexible Driver shifts will be reduced before the benchmark of Regular shifts is impacted.

9. The benchmark shall be a total of Full Time and Part Time shifts, no less than three hundred and seventy-three (373), with no less than three hundred and fifty-five (355) Full Time Shifts.
10. The Employer retains the right to determine the number of Flexible Driver positions it will utilize at each Depot at each shift pick.
11. All terms of the Collective Bargaining Agreement apply except as those modified by this Letter of Understanding.

Signed on behalf of:

**FIRST CANADA ULC**



**John Peck  
First Canada ULC**



**Rob Proctor  
First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**



**Mark Beeching  
ATU Local 1724**



**Denyse Mitchell  
ATU Local 1724**

**Letter of Understanding #3: DRIVER VACATION BLOCKERS**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

Whereas the Parties have discussed Driver Vacation Blockers during collective bargaining, and identified an opportunity to create more full-time jobs; and

Whereas driver vacation blocker shifts are in addition to the number of regular shifts; and

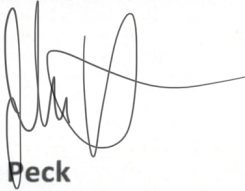
Whereas both Parties recognize that this is a new process to the organization; and the Parties hereby agree as follows:

1. This Letter of Understanding will be a Pilot Project that may be cancelled with sixty (60) days' notice by either Party.
2. The effective date of this Letter of Understanding will be upon ratification of the Collective Agreement.
3. Vacation Blockers are those Regular full-time Drivers who primarily cover the vacation periods of other Drivers.
4. Vacation blockers will select the shifts they will cover each week, in Depot seniority order, on a quarterly basis. The shift selection must be completed at least two weeks prior to the start of the next quarter.
5. In the event that there is an insufficient number of Drivers on vacation during a given week, the Vacation Blockers may select from other blocks of available work. Such selection will be made during the week prior. Where there is a conflict of selection between a Vacation Blocker and a Flexible Driver, the senior driver will have the first choice.
6. Driver Vacation Blockers are expected to ensure they are compliant with National Safety Code (NSC) guidelines.
7. Driver vacation blockers from Cloverdale may select work from Cloverdale or Maple Ridge; driver vacation blockers from Vancouver may select work from Vancouver or Skeena.
8. Vacation blocker positions shall be posted and awarded in accordance with Article 20 or Article 21, whichever applies.
9. The Employer retains the right to determine the number of Vacation Blocker shifts at each Depot at each shift pick.

10. Should the Employer determine that there is a need to reduce service, Vacation Blocker shifts will be reduced before the benchmark of Regular shifts is impacted.
11. The benchmark shall be a total of Full Time and Part Time shifts, no less than three hundred and seventy-three (373), with no less than three hundred and fifty-five (355) Full Time Shifts.
12. All terms of the Collective Bargaining Agreement apply except as those modified by this Letter of Understanding.

Signed on behalf of:

**FIRST CANADA ULC**

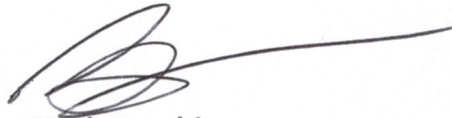


**John Peck  
First Canada ULC**

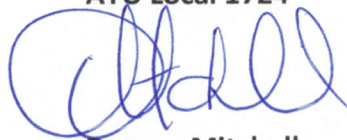


**Rob Proctor  
First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**



**Mark Beeching  
ATU Local 1724**



**Denyse Mitchell  
ATU Local 1724**

**Letter of Understanding #4: MAINTENANCE SHIFT SIGNUP**

Between

**First Canada ULC**

and


**Amalgamated Transit Union Local 1724**

The Parties agree that there is currently no need for a shift signup in the Maintenance Department.

If signups become necessary in the Maintenance Department, the Parties will follow the process outlined in Article 28.01.

Signed on behalf of:

**FIRST CANADA ULC**



**John Peck**  
**First Canada ULC**

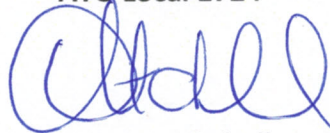


**Rob Proctor**  
**First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**



**Mark Beeching**  
**ATU Local 1724**



**Denyse Mitchell**  
**ATU Local 1724**

---

**Letter of Understanding #5: DS1 PERMANENT PART TIME – VARIANCE ON COMPRESSED LANGUAGE**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

**Without Prejudice or Precedent**

**Background:**

ATU Local 1724 and First Transit mutually agreed on March 25, 2019 without prejudice to maintain the Dispatch 1 (OS1) shift structure until the next shift shuffle or a negotiated collective agreement is achieved. This DS1 was structured as a three-day permanent part time shift, one day at 7.5 hours Sunday 08:30-16:30, two 9.5-hour days Monday and Tuesday 08:00-18:00.

The union contended that this part time shift is incongruent with the structure of a compressed work week. It was mutually agreed that maintaining this shift as structured would avoid a shift shuffle and/or hardship on the worker who was holding that position.

The DS1 position has been vacated.

Negotiations are in progress and compressed weeks are on the table.

**ATU Local 1724 and First Canada ULC agree without Precedent or Prejudice:**

That this unique DS1 position will be posted after the person vacating it completes the three hundred (300) qualifying hours in their new position.

That this unique DS1 will remain in place until a subsequent vacancy results from the above noted posting, a "shift shuffle" occurs, or a new collective agreement is negotiated.

It is also mutually understood that new collective agreement language may require a change in shift structure in that classification (currently referred to as "shift shuffle").

Signed on behalf of:

**FIRST CANADA ULC**

**John Peck**  
**First Canada ULC**

**Rob Proctor**  
**First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**

**Mark Beeching**  
**ATU Local 1724**

**Denyse Mitchell**  
**ATU Local 1724**



**Letter of Understanding #6: TEMPORARY PAYROLL CLERK POSITION**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

**Without Prejudice or Precedent**

**Background:**

A Temporary Payroll Clerk was hired externally to fill a Leave of Absence for the existing Regular full-time Payroll Clerk position. The Temporary Payroll Clerk is classified as a Casual Employee.

The Payroll Clerk position requires an Employee to work full-time Monday to Friday each week with Saturday and Sunday as the regular scheduled days off.

Given the significant nature of this position, the Employee may be requested to work overtime in extenuating circumstances.

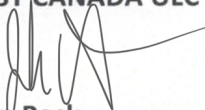
**ATU Local 1724 & First Canada ULC agree without Precedent or Prejudice:**

It is agreed that should the Temporary Payroll Clerk Employee accept overtime work at the request of the Employer on their regular scheduled days off or in excess of their regular schedule hours in a day, he/she will be compensated at the overtime rates as set out in the CBA for Regular Employees.

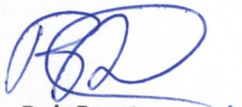
All of the other provisions of the CBA referring to a Casual Employee will apply to this Employee except the above in extenuating circumstances and only with the pre-approval of the Employer.

Signed on behalf of:

**FIRST CANADA ULC**



**John Peck  
First Canada ULC**

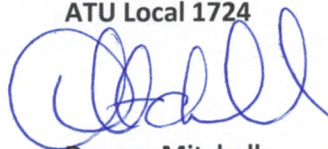


**Rob Proctor  
First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**



**Mark Beeching  
ATU Local 1724**



**Denyse Mitchell  
ATU Local 1724**

**Letter of Understanding #7: COMPRESSED BOOKING CLASSIFICATION SHIFTS**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

**Without Prejudice or Precedent**

**Background Facts:**

1. First Canada approached the Union asking that up to three additional Regular Full-Time compressed shifts (9.5 hour) in the booking classification, be created with days off being Saturday, Sunday and Wednesday each week.
2. These will be additional Regular full-time bargaining unit booking positions.

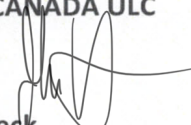
**Therefore, the Parties agree as follows:**

The following constitutes the agreement reached on the date signed on a without prejudice basis between First Canada and the Union and will not be referenced in relation to any other matter.

1. That this Agreement will increase the booking department by at least one and up to three additional Regular full-time compressed booking shifts with Saturday, Sunday, and Wednesday as days off.
2. That this Agreement will not be applied in any other classification, department, or Depot, unless mutually agreed.
3. Article 20.04 of the Collective Agreement applies.
4. That these positions will be offered internally as per the Collective Agreement.
5. Shifts will be posted as per the Collective Agreement.
6. That if there is any dispute about the interpretation, application, operation, or alleged violation of this Memorandum of Understanding, such dispute will be resolved as per the Collective Agreement. This Memorandum of Understanding shall be governed by, and interpreted in accordance with, the laws of the Province of British Columbia.

Signed on behalf of:

**FIRST CANADA ULC**

  
**John Peck**  
**First Canada ULC**

  
**Rob Proctor**  
**First Canada ULC**

**AMALGAMATED TRANSIT UNION LOCAL 1724**

  
**Mark Beeching**  
**ATU Local 1724**

  
**Denyse Mitchell**  
**ATU Local 1724**

**Letter of Understanding #8: TRAINEE RATES OF PAY**

Between

**First Canada ULC**

and

**Amalgamated Transit Union Local 1724**

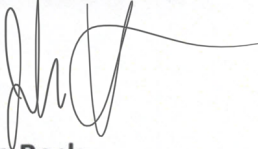
Whereas the Parties omitted to discuss Trainee rates of pay during collective bargaining, and the issue has now been resolved; and

Therefore, the Parties hereby agree as follows:

1. Trainee rates of pay will apply to newly hired employees only.
2. The Trainee will be paid 72% of the regular rate of pay for the classification in which they are trained.
3. The training rate will be paid to the Trainee for the duration of the training period.
4. The Trainee rates of pay will be noted in the Appendix A wage scale.

Signed on behalf of:

**FIRST CANADA ULC**

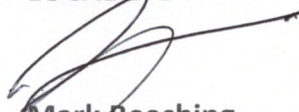


**John Peck  
First Canada ULC**

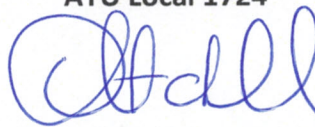


**Rob Proctor  
First Canada ULC**

**AMALGAMATED TRANSIT UNION  
LOCAL 1724**



**Mark Beeching  
ATU Local 1724**



**Denyse Mitchell  
ATU Local 1724**

