

**COLLECTIVE AGREEMENT**  
**Between**  
**FIRSTCANADA ULC**  
**(VERNON and SALMON ARM BC)**  
**And**



**April 1, 2018 to March 31, 2021**

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## **PREAMBLE**

The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of such conditions. It is hereby mutually agreed as follows:

## **ARTICLE 1- BARGAINING AGENCY & RECOGNITION**

### **1.01 Bargaining Recognition**

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Company as described in the certification as issued by the Labour Relations Board of British Columbia. Properly accredited officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

### **1.02 Names and Addresses**

- a) The Union shall provide the Company with the names of its officers, representatives, job stewards and committee members.
- b) The Company shall provide the Union with the names and relevant contact information of its managers, supervisors and management committee representatives.**
- c) **Unless specifically mentioned in this Agreement, all articles will apply to the Vernon Transit and Shuswap Transit Locations/Properties.**

### **1.03 Access to Company Premises**

Officers and authorized representatives of the Union will have reasonable access to the Company's premises to conduct legitimate Union business during working hours.

## **ARTICLE 2 - UNION MEMBERSHIP**

### **2.01 Membership**

All bargaining unit employees shall, as a condition of continued employment, become members of the Union and maintain their membership in good standing.

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## **2.02 New Employees**

Each new bargaining unit employee shall become a member of the Union within fourteen (14) calendar days from the date of hire and shall remain thereafter a member of the Union in good standing as a condition of continued employment with the Company in any job classification covered by this Agreement.

## **2.03 Introduction to Shop Steward**

Each new employee hired by the Company will, within the training period, be introduced to the appropriate Shop Steward and the new employee and the Shop Steward shall receive fifteen (15) minutes pay at straight time rates.

## **2.04 Union Dues Check-off and Assessments**

The Company shall deduct from the pay of each bargaining unit employee covered by this Agreement regular monthly dues or any assessments payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within twenty-one (21) calendar days from the pay period in which the deductions were made. All bargaining unit employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from their pay of any amount equal to the regular monthly dues payable to the Union as described above. Such-authorization forms shall be provided to the Company by the Union.

## **2.05 Dues to be on T4's**

All Union initiation fees and dues deducted in the year shall be reported on the employee's T4 forms for income tax purposes.

## **2.06 Union Bulletin Board**

The Company shall provide space for a bulletin board for the exclusive use of the Union. **All documentation shall display a date of issue and any out-dated items shall be removed by the Union.**

## **2.07 Union Logo**

Union members shall be entitled to wear a lapel pin displaying the Union logo. All vehicles that are leased and operated by the Company may have the Union insignia affixed to them.

## **2.08 Notice of New Hires and Termination**

The Company shall forward to the Union Office and Chief Shop Steward, the name and address of each newly hired or the name of each employee who has ceased



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employment, within seven (7) calendar days of hire or termination. The Company agrees to advise all newly hired employees to the fact that this Agreement is in effect, particularly the conditions of employment dealing with Union membership and dues. In order to comply with the foregoing, the Union shall provide the Company with Union membership application forms which each newly hired employee shall be required to complete prior to actually commencing work for the Company.

## **ARTICLE 3 - MANAGEMENT OF THE WORK FORCE**

### **3.01 Management Rights**

Pursuant to the provisions of this Agreement, the management and control of the employees and the direction of working forces, including the right to plan, processing the kind and operation of machinery and equipment, the right to hire, suspend, maintain discipline and discharge for "just and reasonable cause", promote, demote, transfer, layoff, the right to introduce or improve service reliability are vested exclusively in the Company. In particular, the Company reserves the right to vary, change, add or eliminate runs. It is the Company's right to design and provide the available work schedules consistent with the collective agreement.

### **3.02 Union to Cooperate With Company**

The Union agrees that it will cooperate fully with the efforts of the Company to maintain or improve the skill, efficiency, ability and production of working forces, the quality of its service and the methods and facilities of production. **To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.**

### **3.03 Access to Employee's Personnel Records**

An employee and/or Union representative with the employees consent shall have the right to be made aware of the employee's personnel record upon giving twenty-four (24) hours' notice to the Company.

### **3.04 Employees' Current Address**

Employees shall keep the office informed, in writing, of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so that they may be readily located for recall. The Company shall provide a copy to the Union upon request.

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## **ARTICLE 4 - BARGAINING UNIT WORK**

### **4.01 Bargaining Unit Work**

Supervisors and all other excluded employees and outside companies will not perform any work of the bargaining unit except in emergency situations beyond the control of the Company. In such an event, supervisors and/or other excluded employees may perform the work.

### **4.02 Contracting Out**

Bargaining unit work shall not be contracted out. This Article does not apply to the Company's limited use of taxicabs for the purpose of supplementing service. The Company agrees that there will be no lay off as a result of the limited use of taxis. Work normally performed by maintenance mechanics in Vernon shall not be contracted out. (Work normally performed by mechanics does not include any warranty work or the contracting out of maintenance in Salmon Arm).

## **ARTICLE 5 - RULES & REGULATIONS**

### **5.01 Company Rules and Regulations**

All employees shall be governed by the rules and regulations established from time to time by the Company. Any changes to such rules and regulations must be in writing, posted in a conspicuous location **for thirty (30) days** for the information of the employees **and kept in a binder at each property. The binder shall be updated when policies and procedures are amended.**

#### **EXTENT**

**Should any clause or provision of the Agreement be declared illegal or in any way conflict with the laws of the Province of British Columbia or Canada or any regulation thereof, both parties agree that this Agreement shall automatically be amended to comply with such law or regulation, if the law or regulation so requires. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.**

#### **WAIVER OF PROVISIONS**

**The waiver of any of the provisions of the Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.**

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## **5.02 Employees Charged With a Traffic or Criminal Offense**

If an employee is charged with a traffic violation and/or is charged for a criminal offence or assault while on duty as a result of carrying out operating procedures required by the Company, the Company will reimburse the employee for all reasonable legal costs and loss of pay. When the affected employee **is** required to be away from work, for any reason related to the investigation or charge, the Company shall pay the employee's wages and benefits continuously as though the employee had been at work, so the employee shall suffer no loss of wages or benefits during the investigation process only. The appeal process is exempt from this Article.

The employee must notify the Company within one (1) week of the initiation of any litigation in order to receive reimbursement under this Article, and the Union and the Company are to agree on the choice of legal counsel.

## **ARTICLE 6 - NO DISCRIMINATION**

### **6.01 No Discrimination**

There shall be, by neither the Company nor the Union, any discrimination, interference, restriction or coercion with respect to any employee in the matter of payment of negotiated wages, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, scheduling of work, overtime or otherwise, by reason of race, creed, age, sex, sexual orientation, colour, national origin, political or religious affiliation, nor by reason of membership or activity in the Union.

## **ARTICLE 7 - PICKET LINES**

### **7.01 Legal Picket Lines**

An employee shall not be penalized for refusing to cross a legal picket line as established by law or mutually agreed to by the Parties. If picket lines affect routing, alternative routing will be implemented as established by the Company.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **8.01 Definitions**

"Grievance" means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, including whether any such matter is arbitrable.

"Days" shall mean Monday through Friday, and excludes Saturdays, Sundays, and Statutory Holidays.

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If an employee or the Union has a grievance or a dispute with the Company, the Parties agree to the grievance procedure as follows. If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### **8.02 Step 1**

In Step 1 of the grievance procedure every effort shall be made to settle the complaint through informal discussions between the aggrieved employee and the employee's immediate supervisor. The employee shall be accompanied by a Job Steward. If the complaint is not resolved within seven (7) days of this discussion, the aggrieved employee and/or Job Steward may submit a formal written grievance to Step 2 of the grievance procedure.

##### Formal Grievance at Step 2

An employee who wishes to present a formal grievance at Step 2 of the grievance procedure must do so within fourteen (14) days of an answer to Step 1 of the grievance procedure.

#### **8.03 Time Limits Specified**

Should the Company fail to initiate discipline within fourteen (14) working days from the date that the alleged offence took place, the Company will have waived their right to do so. However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) days, the time the employee is absent will not count as one (1) of the fourteen (14) days.

The Company has fourteen (14) days to adjudicate an accident or else the accident is considered **non-disciplinary** provided that if the Company requires an extension of time, such extension will be granted by the Union.

#### **8.04 Step 2**

If the Parties are unable to resolve the complaint at Step 1, or if there is no response from the employee's immediate supervisor within seven (7) days of the Step 1 discussion, a formal grievance may be put in writing by the aggrieved employee and/or Job Steward and forwarded to the manager. The manager shall meet with the grievor and a Job Steward in an attempt to resolve the matter at this step. If there is no response by the manager within seven (7) days of this Step 2 meeting or if there is no mutually satisfactory settlement, the matter may be submitted to Step 3. Both the Company and the Union may have one (1) additional representative present at Step 3 meetings.

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### **8.05 Step 3**

If the problem is not satisfactorily settled under Step 2 above, the Union shall take up the question with senior management in writing within thirty (30) days of the response under Step 2. Management shall respond within seven (7) days.

#### **NATIONAL REPRESENTATIVE**

It is understood that in all discussions concerning grievances, any national officer may accompany the Union in their meetings with the Company.

### **8.06 Policy Grievances and Grievances Involving Suspension or Discharge**

All suspension and discharge grievances must be presented at Step 3 of the grievance procedure within seven (7) days of the dismissal or suspension. Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 3.

### **8.07 Arbitration**

If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure. If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.

### **8.08 Single Arbitrator**

Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall select a single arbitrator. Should the Parties be unable to agree upon an arbitrator within an additional seven (7) days, either Party may make application to the Minister of Labour to have an appointment made.

### **8.09 Decision of Arbitrator Binding**

The decision of the arbitrator shall be final and binding, on the Parties and the Parties shall share equally in the fees and expenses of the arbitrator. Should either Party disagree as to the meaning of the arbitrator's decision, either may apply to the arbitrator to have the decision clarified. Nothing in this Article shall restrict either Party's right to appeal an arbitrator's decision pursuant to the provisions of the Labour Relations Code. In no event may the arbitrator amend or modify the collective agreement.

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## **Expedited Procedure**

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure as outlined in this Collective Agreement:

- a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- b) The outcome will be binding on both parties.
- c) The cost will be borne equally by the parties.
- d) The procedure cannot be used should an application for a Settlement Officer, under Article 87 of the Labour Relations Code, have been made by either party.
- e) No legal counsel will be used by either party. The Union will use elected officers or Union representatives.
- f) The number of cases to be heard at any given time will not exceed three (3).
- g) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- h) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
- i) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- j) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
- k) General rules of evidence will be waived except for the rule of "onus".

### **Procedure Guidelines**

- 1) **The Opening Statement:** This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
- 2) **The Argument:** As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc.
- 3) **The Decision:** If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By

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meeting first with counsel to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case.

- 4) Arbitrators or Investigators shall be drawn from the following list:

Joan Gordon  
Joy Bischoff  
James Dorsey  
Corrin Bell

or such others as may be agreed by the parties and added to.

#### **8.10 Time Limits for Grievances**

The time limits established in this Article may be altered by mutual consent of the Parties.

#### **8.11 Chief Shop Steward to be Notified**

All written complaints and verbal complaints logged by the Company shall be **copied to the Chief Shop Steward.**

The names of the complainants shall not normally be made available to the employees concerned during the above procedure.

#### **8.12 Time Limit for Imposition of Discipline**

- a) Prior to the issuance of any discipline, a meeting with the Company, employee and Union shall be scheduled to review the facts of the event and advise the employee of potential discipline. Any documents used by the Company in the determination of discipline will be shared with the Union.
- b) If a suspension results, the suspension must commence by the fifteenth (15th) day following **the Company's knowledge of the** incident unless the parties agree to an alternate commencement date. In the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) day time limit, the suspension will begin on the date the employee returns to work. No employee shall work the day of their suspension.
- c) Should the Company fail to initiate discipline, for a non-collision related event, within fourteen (14) working days from the date that the **Company became aware of** the offence, the Company will have waived their right to do so.

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However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) days, the time the employee is absent will not count as one (1) of the fourteen (14) days.

- d) The Company has fourteen (14) days to adjudicate an accident or else the accident is considered **non-disciplinary** provided that if the Company requires an extension of time such extension will be granted by the Union.

## **ARTICLE 9 - PRESENCE OF A JOB STEWARD**

### **9.01 Right to a Shop Steward**

All employees shall have the right to the presence of a Shop Steward at any discussion with the Company where disciplinary action may be taken. In instances where suspension or termination is contemplated or at Step 2 of the grievance procedure, a Job Steward must be present. The Company and the Union agree that this clause is not intended to limit the Company's ability to conduct informal discussions related to the operation of the Company with its employees.

This Article is not intended to limit management's rights to take immediate steps to suspend and/or remove from Company property an employee who presents a danger and/or safety hazard to any person or property.

### **9:02 Paid Time for Stewards**

Shop Stewards shall conduct all grievance investigations and grievance meetings on Employer paid time at regular rates of pay (will not attract overtime) when such investigations or grievance meetings are conducted with the Employer in attendance. **The Union will provide the Employer with the names of all Union representatives.**

**The Chief Shop Steward may attend all committees provided his/her attendance creates no additional cost for the Company and staffing levels permit the Chief Shop Steward to be removed from his/her work shift. The Chief Shop Steward will be an "observer" only and has no committee voice or vote.**

## **ARTICLE 10 - EMPLOYEE RECORDS**

### **10.01 Disciplinary Notation in Employee's Record**

No corrective or disciplinary notation will be entered into an employee's record without the concerned employee and the Shop Steward being so advised in writing. Should the employee dispute any such entry into their personal file, they shall be entitled to recourse through the grievance procedure and the resolution thereof shall become part of the personal record.



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## 10.02 Removal of Disciplinary Notations

All disciplinary notations shall be removed from an employee's personnel file after twelve (12) months except preventable accidents which remain on an employee's file for a period of two (2) years, provided another written verbal warning or reprimand relating to the same or similar offence has not been given within that period.

## 10.03 Access to Employee's Personnel File

All employees shall have access to their personnel file upon twenty-four (24) hours' notice to the Company at their respective property (i.e. Vernon or Salmon Arm).

## ARTICLE 11- PROBATIONARY PERIOD

### 11.01 Probationary Period

**Each new employee shall be placed on probation for four hundred and eighty (480) hours of work from date of hire, including the training program. As the probationary period is for the purpose of evaluation, any absence from the job shall not be included in the probationary period. The Company may terminate during the probationary period with just cause and without prejudice provided the Union may grieve the termination of the probationer. Upon completion of the probationary period, the employee shall be notified by the Company of his/her successful completion and his/her classification as an employee.**

**The parties agree that it is beneficial to meet with new employees during the probationary period. Without limiting the intent of the language above, the Company may meet with probationary employees to discuss their progress and any concerns. It is understood that such employees may bring union representation.**

New full time or regular part time employees shall be eligible for benefits on the first of the month following assignment of the full time or part time position.

Casual employees who have successfully completed their probationary period and are promoted to full time or part time shall be eligible for full or part time benefits on the first of the month following assignment to full time or part time position.

Employees who are promoted to, or transfer to another classification and are on benefits shall retain their benefits and vacation entitlement earned according to their full time or regular part time seniority. **The employee's benefit coverage, full time or part time, will be determined by the classification (full time or part time) to which the employee has been promoted or transferred.**

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## 11.02 Termination of Probationary Employee

In the case of termination and where the probationary employee grieves, the Company will show that it acted reasonably in judging the employee unsuitable for permanent employment with the Company. This will include but not be limited to consideration of the employee's attitude, punctuality, ability to carry out responsibilities, communication and interaction with the public.

## 11.03 Only One Probationary Period

An employee shall not be required to serve more than one (1) probationary period except if rehired after twelve (12) months separation from the Company or the Company may waive the probationary period at their discretion.

## ARTICLE 12 - SENIORITY

### 12.01 Definitions

Conventional – Community Bus – Custom

Full time Employees

Full time employees are those employees who can sign an index of thirty seven (37) hours or more per calendar week and for Vernon/**Salmon Arm** conventional, **community and custom** employees who can sign an index of thirty seven (37) hours or more averaged over a four (4) week period.

Part time Employees

Part time employees are those employees who can sign an index of twenty (20) hours or more but less than thirty seven (37) hours per calendar week.

Casual Employees

**Casual employees shall be defined as employees who are available to work on a regular basis. The casual employee definition is determined by required availability as defined as follows:**

#### **Casual Employees – Non-Driving Positions**

- a) **Casual employees must be available for call a minimum of thirty-two (32) hours per bi-weekly pay period.**
- b) **Casual employees will provide the Company with their weekly availability by noon Thursday of each work week.**

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### Casual Employees – Driving Positions

The casual employee definition is determined by required availability as defined in the spareboard rules.

### Relief Casual Employees

Relief Casual employees shall be defined as employees who are available for work on an irregular basis.

### Relief Casual Employees – Driving Positions

Relief Casual employee definition is further determined by required availability for work as defined in the spareboard rules.

## 12.02 Salmon Arm and Vernon Seniority Classification Lists

There will be a separate seniority classification list as follows:

- 1) Vernon Conventional – Community full/part time employees.
- 2) Vernon Custom full/part time employees.
- 3) Vernon Casual employees.
- 4) Vernon Casual Relief employees.
- 5) Vernon office staff.
- 6) Vernon Mechanics.
- 7) Salmon Arm Conventional – Community and custom full/part time employees.
- 8) Salmon Arm office staff.
- 9) Salmon Arm Casual employees.
- 10) Salmon Arm Casual Relief employees.

## 12.03 Types and Accrual of Seniority

There shall be **two (2)** types of seniority; namely, Company Seniority, and Classification Seniority-

- a) Company Seniority

Company Seniority shall be determined by an employee's date of hire.

- b) Classification Seniority

Classification Seniority shall be determined by the length of service within a classification. Classifications are defined in **12.02**.

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- c) **All Full /Part time seniority shall prevail over all casual seniority.**
  - d) Casual employees who have not performed any work for the Company for ninety (90) consecutive days shall be deemed to be terminated unless absent with leave.

#### **12.04 Casual and Casual Relief Employees**

- a) Casual employees must be available for call a minimum of thirty-two (32) hours per bi-weekly pay period.
- b) Casual employees will provide the Company with their weekly availability by noon Thursday of each work week.
- c) Casual employees who do not fulfill these requirements **will be placed in the Casual Relief Classification and will** not be eligible to apply for posted positions in Full-time, Part-time or relief work until the next run cut sign-up.

#### **12.05 Effect On Holidays And Choice Of Work**

- a) It is agreed that seniority for holidays and choice of posted work will be by seniority within a seniority classification.
- b) A list of **classification** seniority dates of employees and for casual employees shall be provided to the Union **per Article 12.08.**
- c) Each employee may exercise his/her seniority within his/her own classification.
- d) The Company will post seniority lists for each classification within five (5) working days of any changes.
- e) **Casual employees shall accrue seniority for the purpose of promotion to full time or part time positions within the Company and seniority shall be determined from the start date in one of the Casual Classifications at either Vernon or Salmon Arm.**
- f) **Casual employees who have not performed any work for the Company for ninety (90) consecutive days shall be deemed to be terminated unless absent with leave.**

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## 12.06 Changing Classifications

When a full/part time employee moves from one classification to another he/she shall go to the bottom of the seniority list in his/her new classification, but will retain the seniority earned in their previous classification for layoff purposes. He/she shall retain their full-time or part time seniority for benefit purposes.

**An employee may change classifications only when there is a vacancy. When an employee voluntarily changes classifications they shall do so for a period of not less than twelve (12) months. When an employee changes classification they shall not accrue seniority in their previous classification. When a vacancy permits, and the employee returns to their previously held classification they will again start to accrue seniority, from the point in which they left.**

## 12.07 Trial Period When Changing Classifications

The Company shall provide up to twenty (20) working days as a trial and training period. Should an employee return to their former classification during or at the end of the twenty (20) day period it shall be at no loss of seniority. During the twenty (20) day period the position vacated by the employee shall be filled by the part time or casual pool.

## 12.08 Seniority Lists

Seniority lists for **both properties** shall be provided by the Company to the Shop Steward and shall be posted on the **appropriate** bulletin boards every six (6) months. The lists shall contain the names of all members of the bargaining unit in order of their **classification** seniority showing name, classification and **Company** seniority date. The Company shall keep the seniority lists current and make them available to the Shop Steward upon reasonable request.

## 12.09 Seniority List Errors

Protests in regard to seniority status of any employee must be submitted to the Shop Steward within forty-five (45) calendar days from the date each new seniority list is posted. If proof of errors is presented, such errors shall be corrected and agreed upon seniority shall be final. In the event that agreement cannot be reached between the Company and the Union, the grievance procedure shall apply.

## 12.10 Accumulation of Seniority During Layoff or Injury

- a) Employees shall continue to accumulate seniority for a maximum of one (1) year when they are absent from work due to layoff.
- b) Employees shall continue to accumulate seniority when they are absent from work due to WCB, sickness, non-compensable injury, maternity leave, parental

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leave, compassionate leave, home care leave, union leave, jury duty or leaves of absence of less than three (3) months or leaves for volunteer duty as per 24.08. However, the employee is required to provide the Company with the necessary medical information to substantiate their current status when they are absent due to WCB, sickness or non-compensable injury.

### 12.11 Loss of Seniority

Seniority shall be lost if an employee:

- is discharged for just and reasonable cause and not reinstated;
- voluntarily quits;
- is on lay-off for more than three hundred sixty-five (365) consecutive calendar days;
- is absent from work for more than three (3) consecutive working days without giving proper notification to the Company and without providing a reasonable excuse for such absence.

## ARTICLE 13 - POSTING & FILLING VACANCIES & POSITIONS

### 13.01 Posting of Vacancies

- a) Subject to the other provisions of this Agreement, vacancies in existing posted runs and newly created posted runs of a known duration will be posted **at both properties for a period of ten (10) calendar days. This ten (10) day requirement may be reduced by mutual agreement of the parties.**
- b) Job vacancies in **non-driver positions** shall be posted on bulletin boards **at both properties** for ten (10) consecutive days in order that employees may apply. **This ten (10) day requirement may be reduced by mutual agreement of the parties.**

### 13.02 Filling Job Vacancy

- a) **Provided an employee has the necessary qualifications and ability to perform the work required, selection shall be made in the following order:**
  - i) **by Full Time/Part Time classification seniority first within respective property,**
  - ii) **then by Full Time/Part Time classification seniority of other classifications within respective property,**
  - iii) **then by Casual classification seniority within respective property,**
  - iv) **then by Casual Relief Classification Seniority within respective property,**

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- v) then by Full Time/Part Time classification seniority first within the other property,
  - vi) then by Full Time/Part Time classification seniority of other classifications within the other property,
  - vii) then by Casual classification seniority within other property,
  - viii) then by Casual Relief Classification Seniority within other property.
- b) Job vacancies in *non-driver* positions shall be filled in the same order as above in 13.01 (b) and 13.02, except that the Company may temporarily assign an employee to the posted position before the posting expires and an appointment is made. Employees may leave a written standing application with the Company during periods of absence in excess of ten (10) consecutive days.
- c) Full time drivers may, on a seniority basis, waive their regular signed index for any available index within their classification which is held by a driver of higher seniority. No overtime shall be incurred. Once a driver has moved off his index, said driver may not change if another index becomes available. The move is in effect until the absent driver returns or the next signup, whichever comes first.
- d) Part time drivers may on a seniority basis waive their regular signed index for any available assignment which exceeds their signed up index on a daily or week basis made available by Thursday noon for the next week provided it does not incur overtime.
- e) After the first move of a full time driver on a vacancy, or if no full time driver moves, work then goes to Article 13.01 (c). Only two (2) separate moves per classification shall be allowed at any one (1) time in Vernon, and only one (1) separate move per classification shall be allowed at any one (1) time in Salmon Arm.
- f) When Two or More Employees Apply
- When two (2) or more employees apply for the same vacancy, preference shall be given to the most senior employee on the seniority list in the classification where the vacancy occurs providing that within ten (10) working days they are able to demonstrate they have the skill and ability to perform the work. If two (2) or more employees have the same start date, a lottery system shall apply.
- g) Employees who are awarded vacancies pursuant to this Article shall be subject to the classification seniority provisions within the **Collective Agreement**.

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### 13.03 Creation of New Classifications

Where new **classifications** are created for which rates of pay are not established by this Agreement, pay rates governing such **classifications** of employment shall be subject to negotiations between the Company and the Union. If the Parties cannot agree the matter shall be referred to arbitration and any adjustment to the rate will be made retroactively.

### 13.04 Employees on Disability/WCB

Employees who are off work due to disability and no longer eligible for benefit coverage under 16.01 and 16.02 shall have their position in the workplace declared vacant for the purposes of a full time job posting and the vacant position will be filled as a vacancy.

Should the occasion arise that such an employee is fit and able to return to duty, or an accommodation is reached, they will exercise their seniority upon the junior (or lesser) position that returns them to the workplace with at least their previous total hours of work. Thereafter they may bid in accordance with seniority.

## ARTICLE 14 - LAYOFF AND RECALL

### 14.01 Layoff Notice

The Company shall give ten (10) working days' notice, in writing, to any full/part time employee who is to be laid off with a copy to the Union Office.

### 14.02 Layoff Procedure

Except as provided for in Article 14.03 when it is necessary to reduce staff because of reduction of work in a classification, the Company shall lay-off in reverse order of full/part time Company seniority, last on, first off. Casual employees shall be laid off before any full/part time employee is laid off **first from the Relief Casual Classification then from the Casual list.**

### 14.03 Bumping

- a) In the event a layoff is required, **and provided CRA/Service Canada regulations permit**, more senior employees may elect to be placed on the recall list and the more junior employees will be required to work.
- b) An employee who is laid off may elect to displace an employee with less Company seniority providing they possess the necessary requirements to perform the job or they may elect to be placed on the recall list



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- c) When a full/part time employee is laid off due to a lack of work he/she may, provided he/she has the necessary qualifications and have the ability, exercise seniority to bump into another classification. Full/part time employees who are laid off will revert to the top of the casual list. Full/part time laid off employees shall have the right to all work available to the casual list in order of Company seniority.

#### **14.04 Bumping into Other Property**

An employee who is laid off may only assume a position in the other property if a vacancy occurs and they make application as per the provisions of Article 13.02. However, they shall retain their recall rights at their home property.

#### **14.05 Recall Order**

Employees who are laid off and who elect not to bump a more junior employee shall be placed on a recall list for up to three hundred sixty-five (365) consecutive calendar days from the date of their lay-off and shall be recalled to employment in order of seniority (last off, first on) provided the employee(s) to be recalled has sufficient ability to perform the work in question. **If in compliance with current CRA/Service Canada rules and regulations**, an employee may choose to pass on a recall as long as there are more junior employees available to perform the work and as long as their time on the recall list does not exceed three hundred and sixty-five (365) days.

#### **14.06 Notice of Recall**

Notice of recall to a posted run shall be given to an employee by telephone, **email** or if unsuccessful, by courier or registered mail to the last known address of the employee registered with the Company. The letter of recall shall provide five (5) days' notice plus the number of days required for normal mail delivery, as to the date the employee is required to be at work. Any employee who fails to report as directed in the notice of recall and fails to notify the Company with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall have their name removed from the recall list. It shall be the responsibility of the employees on the recall list to keep the Company informed of their current address and telephone number.

#### **14.07 Termination of Service Contract**

The Company shall provide a minimum of two (2) months' notice or pay in lieu to the employees in the event the Company loses the service contract with BC Transit. Upon serving the above notice, the Union agrees that such notice shall have the same force and effect as a lay-off notice to all employees.

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**ARTICLE 15 - JOB CLASSIFICATIONS & WAGES**

	April-01-18 2%	April-01-19 2%	April-01-20 2%
<b>Conventional</b>			
<b>After 4 years</b>	\$ 26.20	\$ 26.72	\$ 27.25
<b>After 3 years</b>	\$ 25.18	\$ 25.69	\$ 26.20
<b>After 2 Years</b>	\$ 24.16	\$ 24.64	\$ 25.13
<b>After 1 Year</b>	\$ 23.14	\$ 23.60	\$ 24.07
<b>Start</b>	\$ 22.12	\$ 22.56	\$ 23.01

<b>Community/Custom</b>			
<b>After 2 Years</b>	\$ 22.84	\$ 23.30	\$ 23.77
<b>After 1 year</b>	\$ 21.82	\$ 22.26	\$ 22.71
<b>Start</b>	\$ 20.80	\$ 21.22	\$ 21.64

<b>Mechanic</b>			
<b>Full Rate</b>	\$ 35.38	\$ 36.09	\$ 36.81
<b>480/6 Rate</b>	\$ 33.67	\$ 34.34	\$ 35.03

<b>Office Clerk</b>			
<b>Full Rate</b>	\$ 18.88	\$ 19.26	\$ 19.65
<b>480/6 Rate</b>	\$ 18.01	\$ 18.37	\$ 18.74

<b>Dispatcher</b>			
<b>Full Rate</b>	\$ 22.84	\$ 23.30	\$ 23.77
<b>480/6 rate</b>	\$ 21.54	\$ 21.97	\$ 22.41

<b>Bus Cleaner</b>			
<b>Full Rate</b>	\$ 17.01	\$ 17.35	\$ 17.70
<b>480/6 Rate</b>	\$ 15.99	\$ 16.31	\$ 16.64

<b>1-Apr-18</b>	Lead Hand Rate	<b>Lead Hand Driver Salmon Arm Lead Hand Mechanic Vernon</b>	\$2.00 per hour for every hour worked up to a maximum of forty (40) hours per week
	RRSP	\$1.00	For every hour worked for full time employees as defined in collective agreement. (Section 12). For employees who age out of eligibility they will have the sums
		\$1.15	For every hour worked for full time mechanics.

Employees at the top wage rate at the date of ratification of the collective agreement shall remain at the top rate and the percentage increase shall apply to the top rate.

#### **15.01 Employees Required to Work in Higher Paying Classification**

Employees required to perform work in a classification with a higher rate of pay shall receive the higher rate for all hours worked in the higher paying classification where that employee is fully qualified in the performance of the duties that they have been assigned, otherwise, they shall be paid their regular rate of pay.

#### **15.02 Employees Required to Work in Lower Paying Classification**

Employees required to perform work in a classification with a lower rate of pay shall receive their regular classification rate of pay. This does not apply to work that is posted for sign up that is composed of a mix of classifications in that case the rate paid will as per the classification mix. Example: four (4) hours conventional four (4) hours community would be paid four (4) hours at the conventional rate of pay and four (4) hours at the community bus rate of pay.

#### **15.03 Training Rate**

The rate of pay for new employees, while training, shall be sixty-five percent (65%) of the regular classification hourly rate. Upon completion of their training period, drivers shall receive the regular classification hourly rate.

#### **15.04 Driver Trainer**

The Employer shall appoint a driver instructor from within the bargaining unit who shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked providing such training.

The Employer shall pay line trainers who provide in-service route training to employees, one dollar and fifty cents (\$1.50) per hour for all hours worked providing such training.

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### 15.05 Pay Days

Employees shall be paid every second Thursday.

If a Statutory Holiday falls in a pay week the employees shall be paid on Friday and in the event the holiday falls on the Friday employees shall be paid on the Thursday.

**Payroll errors over fifty dollars (\$50.00) will be paid out to the employee within three (3) business days. Errors of less than fifty dollars (\$50.00) will be paid on the next pay cheque.**

### 15.06 Shift Differentials

A shift differential of fifty cents (\$0.50) an hour will be paid to all Mechanics for hours worked between 8 PM and 4 AM.

## ARTICLE 16 - EMPLOYEES BENEFITS

### 16.01 Company Contributions

To ensure continuity of benefits coverage employees will keep the Company advised of any change of address and/or changes to family or dependent status.

- a) The Company shall provide a Health and Welfare Plan operated and administered by **Unifor Benefit Trust (UBT)** that will provide for each full time employee:

- BC Medical Plan
- Extended Health and Drug Plan
- Life Insurance
- Dental Plans
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Long Term Disability
- Vision Care - three hundred dollars (\$300.00)

- b) The Company shall provide a Health and Welfare Plan operated and administered by **Unifor Benefit Trust (UBT)** that will provide for each part time employee who can sign an index of twenty (20) or more hours but less than thirty-seven (37) hours per week:

- BC Medical Plan
- Extended Health and Drug Plan
- Dental Plans
- Vision Care - three hundred dollars (\$300.00)

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- c) Participation in the above noted plans is mandatory for those as set out above.
  - d) The costs for the above noted plans shall be paid as follows: 90% Employer - 10% Employee  
  
Any increase imposed on the above noted Health and Welfare plans shall be shared equally between the Employee and the Company.
  - e) Employee Assistance Program (EAP) covering all employees.
  - f) An employee absent on WCB shall have their benefit premiums paid by the Employer for twelve (12) months.
  - g) An employee absent due to non-occupational sickness or injury shall have their benefit premiums paid by the Employer for a period not exceeding twelve (12) months.

#### **16.02 Employees Over 65**

Employees over the age of sixty-five (65) shall be limited to the benefit plans as limited by **Unifor Benefit Trust (UBT)** and shall be eligible for sick pay and RRSP benefits.

#### **16.03 Sick Day Bank**

- a) Each full-time employee shall have ninety-six (96) hours credited to their sick day bank for use during the year for days not covered by the their Health and Welfare Plan or for family emergencies, medical and appointments.  
  
Employees awaiting expiration of the "EI Waiting Period" due to a non-work related illness or injury may use all or any portion of, their accumulated sick days, not to exceed the number of days in the "EI Waiting Period." The employee may be required to provide proof of illness or injury.
- b) At year end, unused Sick Day Bank hours for full time employees will be deposited to each employee's RRSP account. This credit will be paid by the first pay period of February of the following year.
- c) If an employee terminates their employment prior to the end of the year, their sick day bank will be pro-rated on the basis of the number of months worked in the year. Sick days taken in excess shall be prorated number will be reimbursed to the Company.
- d) Employees promoted to full time positions shall accrue sick days at the rate of eight (8) hours per month calculated from the month they are promoted.

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- e) Full time employees who sign a part time shift shall have their sick time prorated for the length of time spent in the full time position.
  - f) A full time employee who has lost time for any reason exceeding twenty (20) working days shall have their sick time prorated.

#### **16.04 Injury Pay Provisions**

If an employee is injured on the job during working hours and is physically or mentally unable to complete his/her shift and who is required to leave for treatment, or who is sent home for such injury, shall receive payment for the remainder of the scheduled shift and such time shall not be deducted from the sick day bank provided the employee seeks appropriate medical attention and provides documentation to the Company.

### **ARTICLE 17 - TRANSIT PASS**

#### **17.01 Transit Pass**

The Company shall provide at no cost to each retired employee and to each current employee and one (1) **dependant** of the employees, a transit pass for use on the transit system. Any abuse of the pass may lead to disciplinary action.

### **ARTICLE 18 - UNIFORMS, WORK CLOTHING, TOOLS, ETC.**

#### **18.01 Company to Provide Uniforms**

The Company and the Union will cooperate in ensuring a high standard of appearance among drivers. The Company shall discuss with the Union any changes in the type and quality of uniforms in advance of any changes. The Company will provide at no cost the following uniforms items:

- 2 pairs of properly sized slacks,
- 2 pairs of properly sized shorts,
- 4 shirts annually (long or short sleeve)
- 1 summer weight jacket
- 1 winter weight jacket
- 1 sweater annually, (choice of long-sleeve or vest)
- 1 tie
- 1 hat
- 1 safety vest

Replacement will be provided based on proof of need.

The Company must first approve any alterations to the uniform.

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The Company will not be liable for any tailoring for personal preference.

Any errors in ordering or flaws in uniform must be reported to the Company within two (2) weeks of receiving the uniform item.

Winter jackets should include reflective material for safety reasons.

### **18.02 Uniform Cleaning**

Uniform allowance shall be paid at the rate of ten dollars (\$10.00) per month provided an employee works a minimum of one (1) day per week.

### **18.03 Coveralls and Outdoor Clothing**

The Company will supply, maintain and clean coveralls for each shop employee and provide appropriate waterproof clothing for employees required to work outdoors.

### **18.04 Safety Shoes**

Shop employees will be reimbursed upon presentation of a receipt an amount not exceeding one hundred and seventy-five dollars (\$175.00) per calendar year for the purchase of safety shoes.

### **18.05 Tool Replacement**

The Company shall replace tools as required and shall provide tool insurance to cover actual replacement cost of tools and tool boxes for mechanics. Any deductible amount shall be paid by the Company. To be eligible for coverage each employee must submit an inventory of tools which will be updated from time to time.

### **18.06 Tool Allowance**

Full time qualified journeymen shall be credited seventy-five dollars (\$75.00) per month for the purchase of tools through the Company. These monies are accumulative from month to month and year to year. Upon termination of employment, all monies in the account revert to the Company. All full time apprentices, after the completion of their third year, shall accumulate tool credits as per above.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Hours of Work**

- a) i) All regular runs operated by the Company in Vernon and district area, Salmon Arm and district area will be posted for bid at least three (3) weeks prior to the start date. A new sign-up shall take place approximately every four (4) months in accordance with the sign-up

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schedule that the Company presents to the Union at the beginning of December for the following year. The sign-ups shall, where possible, end in conjunction with the end of a pay period. The Company shall consult with the Union before the sign-up schedule is finalized. In the event of a revision instituted by a party other than the Company, the Company will have two (2) weeks after the implementation to make changes to the indexes and, at the request of the Union, start a new sign-up, provided that the change(s) affect the start and/or finish time of at least five percent (5%) of the indexes and a maximum of thirty (30) minutes. In the event that there is a change in operating runs due to a revision mandated by BC Transit or the City, a new sign up will be presented to the Union at any time for a two (2) week period prior to a new sign up which shall be completed within an additional two (2) weeks.

- ii) The Company agrees that if an additional index of thirty seven (37) hours or more per calendar week (including mechanical inspection time, fueling and travel time) can be constructed within a daily thirteen (13) hour spread, the Company shall construct same and post that index for sign up as a full time position. For Vernon conventional, this provision shall apply if an index can be constructed that provides an average of thirty seven (37) hours over a four (4) week period.

The Company agrees that in its construction of full time indexes it will make every effort to construct indexes as close to forty (40) hours (including the average over a four (4) week period) as possible before instituting shifts of a shorter duration.

The Company agrees that if it can construct an index of twenty (20) hours but less than thirty seven (37) hours per week (including mechanical inspection time, fueling and travel time) the Company shall construct same and shall post that index for sign up as a part time position

- b) Sheet Committee

The Company shall give the sign-up to the sheet committee in **Vernon and Salmon Arm**, so that it can be posted, two (2) weeks before implementation. The Union guarantees to provide the completed sign-up to the Company by 15:00 hrs. on the Friday which is eight (8) days before the scheduled implementation date. The Union shall assign sign up times and will sign employees who have not signed themselves by their posted time. The Company shall pay up to two (2) members reasonable time to review the proposed indexes, if any changes are made to the indexes, and further the Company shall pay up to eight (8) hours for the Union to conduct a sign up in Vernon and the Company shall pay up to four (4) hours to conduct the sign up in Salmon Arm.



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(c) Choosing Of Work

Operators shall pick their work according to their Classification Seniority. The senior operator shall have first choice of all work for which he/she is qualified and able to work. The first senior operator shall be followed by the second in seniority and so on until all work is filled.

- i) Casual employees work shall be allocated on a rotation basis as per the Company's posted procedures. Custom Index 1 will remain a full time shift with a minimum of thirty-five (35) hours until such time as the shift can be modified to thirty-seven (37) hours.
- ii) The current spare board rules may only be altered after consultation with the Union Management Committee at a regular meeting.

d) Posting Of Sheets

The Company agrees that the available full time and part time indexes posted for sign up shall detail the start and finish times, the daily pay, all the routes comprising that index and the paddles.

The parties agree that these paddles are supplied as a guide for sign up. The Company may make changes to the paddles after sign-up as outlined in 19.01, provided there is no reduction to the number of indexes and the start and finish times are not altered beyond the parameters of 19.01 (a).

e) Signed Index

When an operator signs an index, the Company will not force or bump that operator off said index except in case of a layoff, in which case the operator reverts back to their signed up index on recall.

**19.02 Inclement Weather**

When any portion of an employees work is cancelled because of inclement weather, the employee will be paid for all assigned hours for that day.

**19.03 Lack of Equipment**

When any portion of an employees work is cancelled due to equipment breakdown or lack of equipment, the employee will be paid for all assigned hours for that day.

**19.04 Completion of Accident/Incident Reports**

Employees required to complete an accident or incident report outside of normal working hours, as a result of an accident or incident occurring during working hours,

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shall be paid thirty (30) minutes at straight time rates for each report. These reports must be submitted to the Vernon office at the completion of the employee's shift or as arranged with the Company supervisor.

#### **19.05 Delays as a Result of Accident or Incident**

When an employee is involved in an accident or incident during working hours and such accident or incident results in the employee being delayed, the employee shall be paid for the time of such delay at their straight time rate.

#### **19.06 Call-ins**

An employee called in outside of regular working hours shall be paid a minimum of two (2) hours pay at the regular straight-time hourly rate.

#### **19.07 Paid Travel Time**

Travel time from the garage to a relief point while not driving a bus shall be paid ten (10) minutes straight time. Travel time from relief point to the garage while not driving a bus shall be paid ten (10) minutes straight time.

#### **19.08 Pre-trip Inspection Time**

Pre-trip inspection time in Salmon Arm shall be increased from ten (10) minutes to fifteen (15) minutes between December 1st and February 28th.

#### **19.09 Hours of Work for Mechanics**

- a) Normal work week for mechanic employees shall be five (5) days, forty (40) hours with consecutive days off.
- b) At no time will the Company assign a split shift without the mutual consent from the Local Union.
- c) The Company may continue a swing shift; however, should the Company expand the number of swing shifts it shall show the Union that such a departure from a traditional shift is necessary to meet operational requirements.
- d) At no time will the Company assign modified shifts of ten (10) or twelve (12) hours without the mutual consent from the Local Union.

### **ARTICLE 20 - OVERTIME**

#### **20.01 Overtime Offered in Order of Seniority and Shall be Voluntary**

Overtime shall be available to all employees in order of seniority. Overtime shall be

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voluntary. The Company and the Union may reach agreement on the limits of overtime that can be worked by employees.

## **20.02 Calculation for the Payment of Overtime**

Overtime premiums shall be paid for all hours in excess of an employee's regular scheduled shift. Overtime shall be paid at one hundred and fifty percent (150%) of the regular straight-time rate.

Overtime provisions will not apply to scheduled rotations exceeding forty (40) hours per week provided the weekly average of the rotation is forty hours or less.

An employee's regular shift shall be defined as follows:

8 hour day (40 hour week employee)

40 hours per week (40 hour week employee)

## **20.03 Work On New Year's Eve**

All additional work past regularly scheduled hours on New Year's Eve shall be paid at double time (200%).

## **20.04 Banking of Overtime**

**Employees may bank overtime pay (exceeding thirty (30) minutes a day) to be taken in pay or equivalent time off. Time off shall be granted at the discretion of the Company, keeping in mind the availability of casual operators. Employees must indicate on their overtime slips their desire to bank any overtime.**

**An employee using this option for time off must take a complete shift off and the overtime bank must contain sufficient funds to at least equal the wages for the complete shift.**

**All banked overtime must be used by December 10<sup>th</sup> of each calendar year or any remaining amount will be paid out.**

## **ARTICLE 21 - STATUTORY HOLIDAYS**

### **21.01 Statutory Holidays**

The Company shall observe the following days as Statutory Holidays:

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

and any other day proclaimed by the Federal or Provincial Government as a Statutory Holiday.

### **21.02 Entitlement to a Statutory Holiday Pay**

Entitlement to a statutory holiday and statutory holiday pay shall be pursuant to the Employment Standards Act to a maximum of eight (8) hours pay per named day, except where it is an employee's day to work and he/she is absent without leave. An employee who returns to work after an approved leave of absence and prior to the statutory holiday shall have the compensable time counted as time worked for the purpose of calculating the previous fifteen (15) working days out of thirty (30). Employees working a compressed work week shall have the opportunity to work make up hours within three (3) pay periods where the statutory holiday falls on their regular work day. The employee must choose a piece of work that most closely matches the time lost. The request must be made in writing on a form provided by the Company. Overtime rates shall not apply to any make up time.

### **21.03 Work on a Statutory Holiday**

All work performed on a Statutory Holiday shall be paid at the rate of one hundred fifty percent (150%) for work up to twelve (12) hours and two hundred percent (200%) for any additional plus the employee shall receive an alternate day off with pay at a mutually agreeable time.

For all Statutory Holidays the sign-up sheet shall be posted by classification for a period of twenty one (21) calendar days prior to the holiday: ten (10) calendar days to indicate employee availability, one (1) calendar day for dispatch to compile a sign-up sheet, seven (7) calendar days to sign the run sheet in order of seniority. The sheet is to be finished and posted for viewing three (3) calendar days prior to the holiday.

### **21.04 Statutory Holiday Falling on an Employee's Holiday or Scheduled Time Off**

Where the Statutory Holiday falls during an employee's annual vacation or scheduled day off an alternate day off with pay shall optionally be granted in lieu of the Statutory Holiday.

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## 21.05 Statutory Holiday Pay

An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) calendar day prior to the statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by the number of days worked.

Employees who have been absent from work due to compensable sickness or compensable injury and who return to work prior to the Statutory Holiday, shall have that Statutory Holiday off.

Those compensable days of sickness or injury shall be counted as "days worked" in the calculation of the Statutory Holiday Pay.

## ARTICLE 22 - ANNUAL VACATION

### 22.01 Definitions

"Year" shall mean fiscal year (April 1st to March 31st), "day" shall mean working days, "service" shall mean accredited service with the Company.

### 22.02 Vacation Entitlement

- a) Full time employees who complete the years of service shown under column (1) shall be entitled to the corresponding number of days of annual vacation with pay as shown in column (2) to be taken during that year and subsequent years.

COLUMN 1	COLUMN 2
1 year to 3 years' service	10 days (80 hours)
4 years to 8 years' service	15 days (120 hours)
9 years to 14 years	20 days (160 hours)
15 years to 25 years	25 days (200 hours)
26 years or more	30 days (240 hours)

In the year a new employee completes his/her first year of service he/she shall be entitled to vacation with pay equal to one twelfth (1/12) of ten (10) days for each full month of service during the year in which he/she was hired, calculated to the nearest full day.

A full time employee who has lost time for any reason exceeding twenty (20) working days shall have their vacation prorated.

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- b) A Union sheet sign up person or their Union designate will conduct the vacation sign up and will be paid eight (8) hours at straight time rates.

The Company shall post no later than the first week of November of each calendar year a vacation planner which shall be placed in the drivers room.

The sign up will begin the first Monday in December with the Union Sign up rep canvassing the members in order of seniority.

The members will cooperate in participating in the sign up in a timely manner. Employees will bid in seniority order either in person, by phone or by proxy.

The Company, in seniority order, shall grant a minimum of two (2) Conventional drivers, one (1) Custom driver and one (1) employee from each of the other Classifications, vacation time for the time specified during prime time when Public Schools are not in session. **(e.g.: Christmas, Spring and Summer Breaks)**

Employees shall be limited to two (2) weeks in prime time, during the initial sign up process, (before returning to the senior employees to complete their remaining vacation bid).

The Company shall approve requested vacation no later than January 1 by posting the approved vacation planner. Employees who do not request vacation in the annual vacation sign-up window will have vacation time approved on a first come first serve basis.

After the sign up is completed employees may request vacation on a first come first serve basis on the remaining spaces.

A vacation shall not be rescheduled or extended after sign up without Management and Union approval.

The Company shall grant a minimum of one (1) employee in each classification vacation time by seniority for the time specified outside prime time.

Annual vacation may be taken any time during the calendar year according to the posted holiday schedule.

Employees requesting vacation on a first come first served basis will have their request responded to within five (5) working days. Such requests will not be unreasonably denied.

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### **22.03 Vacation Earned**

An employee shall earn his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may take his/her annual vacation anytime during that calendar year. However, an employee is not entitled to take a vacation until he/she has completed six (6) months continuous service.

### **22.04 Payment for Vacation**

Payment for annual vacation for full time employees will be based upon one of two (2) calculations, whichever yields the greater amount:

- a) the straight-time wage rate of the employees regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation;  
  
or
- b) the employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the employee's vacation entitlement, i.e. 4%, 6%, 8%, 10%, 12%.

Pay stubs will indicate the following:

- i) the vacation accrual dollar amount available for use by the employee in the current calendar year  
  
and
- ii) the vacation accrual dollar amount currently accruing for use in the following calendar year (unavailable in the current year).

If necessary, adjustment of vacation pay will be made by the year end to ensure that each employee received the greater amount of vacation pay from application of either the going rate (a) or percentage calculations (b) above.

### **22.05 Vacation Pay**

Employees upon request made at least two (2) weeks prior to their vacation shall receive their vacation accrual.

### **22.06 Vacation Pay Upon Termination**

Any employee who terminates their employment with the Company shall receive vacation pay based on their percentage accrual.

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## 22.07 Part-Time and Casual Employees

- a) Annual vacation entitlement for part-time and casual employees shall be in compliance with the Employment Standards Act.
- b) Part time employees shall receive holiday pay at the rate of 6% in their 4th to 9th year of service, 8% in the 10th to 14th year of service and 10% after the 15th year of service.
- c) Casual Employees
  - Following completion of the full and part-time vacation sign up process, casual employees may select a maximum of two weeks' vacation from the remaining vacation slots.
  - The availability requirements of Article 12 and the Spareboard Rules will not apply to casual employees while on vacation.
- d) Both part-time and casual employees will continue to have vacation pay included in their bi-weekly pay cheques.

## 22.08 Posting of Vacation Calendar

A copy of the vacation calendar will be posted in the lunchroom (Vernon).

## ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

### 23.01 Company to Consider Suggestions

It is the intent of the Parties to conduct a safe operation. To this end, the Company agrees to consider all reasonable and practical suggestions made by employees or the Union for the improvement of safety practices or for the protection of employees from safety hazards in the performance of their work.

### 23.02 Occupational Health and Safety Committee

- a) A Joint Health and Safety Committee shall be established in accordance with the Occupational Health and Safety Regulations. The Committee, who shall consist of **four (4)** representatives chosen by the Union (**three (3) from Vernon, one (1) from Salmon Arm**) and not more than two (2) representatives of the Company, shall meet monthly to make recommendations on safe work practices and to carry out inspections and review all accidents and near misses. Minutes shall be kept and posted in a conspicuous place with a copy forwarded to the Local Union office. The committee members shall be compensated at their classification regular rate of pay for all time spent.



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- b) **The Violence in the Workplace Committee shall form a part of the Joint Occupational Health and Safety Committee. The Committee will make recommendations for the development and implementation of policies and procedures to achieve the objective of eliminating or minimizing the risk to workers from violence in the workplace.**
  - c) **The Joint Occupational Health and Safety Committee will make recommendations for the development of a Critical Incident Diffuser Program that will establish policies and procedures to assist workers in dealing with problems associated with traumatic incidents.**
  - d) **Violence In the Workplace**

Recognizing the Union's willingness to be an active participant in any committee or group formed to address "Violence in the Workplace", the Company agrees to assist in the Union's inclusion should the City, BC Transit and/or the RCMP develop a program to address this issue.

While this type of program is not currently in place in Vernon, the parties agree that this is intended to provide Union participation in programs similar to those currently in place in the Kamloops operation.

In the interim, the Health and Safety Committee will act as the appropriate method of voicing any concerns regarding this issue.

### **23.03 Inspection Cards**

The Company shall make available to any Safety Committee Representative all Daily Inspection Cards and will allow the Safety Committee Representative to copy any card and follow up on any repairs or maintenance that was performed on a vehicle to ensure it is in safe running order.

### **23.04 Right to Refuse Work**

No employee may be discharged, suspended, disciplined, or otherwise penalized for refusing to perform unsafe work or operate any equipment. Employees must first report the condition to their supervisor who shall immediately investigate the matter and resolve the issue. Should the issue remain unresolved an investigation will occur involving a member of the Union health and safety committee. Should the matter remain unresolved an occupational health and safety officer shall be notified who will take the appropriate action. No member shall be required to perform the work or operate any equipment during the period of refusal. There shall be no loss of earnings or benefits during the period of refusal.

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### **23.05 Health and Safety Training**

The Company shall pay for up to two (2) days lost time for two (2) health and safety members to attend the Unifor annual Health and Safety Training course annually.

### **23.06 Surveillance Cameras/IVMS (In Vehicle Monitoring System)**

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

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

If management determines to review a recording under such circumstances management will first review the recording to determine if there appears to be a basis for potential discipline. If management determines there may be a basis for discipline, they will notify the Union to independently review the recording. Following this review, management and the Union may jointly review and discuss the recording. Any finding of misconduct or discipline based on such a review must be related to the specific incident which was the subject of the complaint collision or incident.

## **ARTICLE 24 - LEAVES OF ABSENCE**

### **24.01 General Leave**

- a) A leave of absence in excess of fourteen (14) days for a period of up to one (1) year shall be granted upon agreement between the Company and the Union.

Such request shall be in writing and leave shall be without pay or loss of seniority. Leaves of a duration of less than fourteen (14) days do not require prior approval of the Union.

- b) Any employee on an LOA granted over twenty (20) working days shall be responsible for fringe benefit costs from the first (1st) of the month following the twenty (20) working day leave unless otherwise specified in the Collective Agreement until their return. In addition employees shall have their vacation pay and sick pay entitlement prorated.

### **24.02 Leaves of Absence for Union Business**

- a) Without Pay

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted. Such leaves of absence shall not be

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unreasonably denied by the Company. The Union will limit the number of employees on leave of absence for Union business to a maximum of two (2) at any one time, however, this number may be increased or decreased by mutual agreement between the Parties. Employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated; employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment; employees called by the Union to appear as witnesses before a hearing involving the Company; employees elected or appointed to the Unions bargaining committee; employees elected or appointed to full-time positions within the Union will be granted a leave of absence for Union business to a maximum of three (3) years. Such leave may be extended if the employee is re-elected to a full-time position.

b) With Pay

The following leaves of absence without loss of seniority or pay shall be granted:

- to attend meetings at the request of the Company.

Job Stewards will be granted reasonable time off to handle grievances and complaints and attend meetings with the Company.

c) Administration of Union Leaves of Absence

Employees on leaves of absence with pay for Union business as provided for by Article 24.02(b) shall continue to receive their normal rate of pay.

d) Benefits While on Union Leave

Should a leave of absence for Union business exceed thirty (30) consecutive calendar days, the Company shall bill the Union for the Company's share of the cost of the employees benefit package.

### **24.03 Bereavement Leave**

**When death occurs to a member of a regular full-time and casual employee's immediate family, including new employees on their probationary period, the employee will be granted an appropriate leave of absence and shall be compensated at his/her regular straight time hourly rate for hours lost, to a maximum of eight (8) hours pay for a maximum of three (3) days, which may be granted in increments to be taken within seven (7) days of the death, casual employees shall be compensated on a prorated daily basis averaged over the average number hours worked over the last four (4) weeks immediately prior to the bereavement leave. One (1) day leave of absence without pay may be granted in order that an employee can act as pallbearer, except that this provision and the provisions for bereavement shall not be cumulative.**

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**Where attending the above funeral requires travel in excess of five hundred (500) kilometers (one-way), the Company will grant up to an additional three (3) days of which will be unpaid leave.**

#### **24.04 Maternity Leave, Parental Leave and Adoption Leave**

Maternity leave, adoption leave and parental leave without loss of seniority shall be granted as per the provisions of the Employment Standards Act to employees who have completed their probationary period.

##### **Company to Maintain Coverage**

The Company shall maintain coverage for medical, extended health, dental and group life insurance for employees granted leave under Article 24.04 and shall pay the Company's portion of these premiums providing the employee returns to work.

##### **Additional Leave**

Additional maternity, parental or adoption leave may be requested as per the provisions of Article 24.01, however, the employee must pay both the Company's and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.

##### **Illness Arising Due to Pregnancy**

Illness arising due to pregnancy during employment and prior to the leave of absence shall be covered by the benefit plans the same as any other illness.

#### **24.05 Jury and Witness Duty**

The Company shall grant a leave of absence without loss of seniority or benefits to any employee who is required to report for jury selection, for jury duty, or subpoenaed as a witness. The Company shall pay the employee the difference between regular earnings the employee would have earned and any payment received. The employee must present proof of service and the amount of payment, if any, received for such services.

Such leave shall also be granted to an employee who is required to appear as a witness as a result of any work-related incident.

When the employee is required to report as a juror or witness, the leave shall include reasonable time prior to the time for reporting. Except as otherwise provided the employee shall report back to work the day after being released or excused by the Court from the jury or witness duty.

When the employee is required to serve as a juror or witness on one or more of the employees scheduled days off, the employee, upon request, shall be granted a leave of

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absence for up to an equivalent number of days off immediately, and consecutively, following the completion of the jury or witness duty.

#### **24.06 Drivers License Suspension**

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

- a) Must be **an employee with a minimum of twenty four (24) months service.**
- b) The incident resulting in the suspension will be non-job related. The Leave of Absence will be granted to an employee for the term of the suspension and/or imposition of an ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.
- c) An employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Company will not be required to compensate for lost wages or benefits, during the period they were off of work.
- d) The parties agree that, on a one-time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.
- e) The employee will be responsible for both the Employee & the Company portion of medical, extended health, dental, and group life Insurance premiums during this period (if the employee chooses to maintain his/her benefit coverage).
- f) **This Article will not be used to suspend or in any other way reduce the rights of employees who may temporarily lose their licenses due to medical reasons.**
- g) **Traffic Violations**  
**On occasion an employee driving a Company vehicle will be cited for a traffic violation. The Company will accept financial responsibility in those cases where it determines that the cause of the violation was due to the vehicle and not due to any culpable conduct on the part of the employee.**

#### **24.07 Emergency Leave**

Requests for an emergency leave of absence shall not be unreasonably denied. Such leaves shall include, but not be limited to, family emergencies and caring for an employee's sick child.

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## **24.08 Leave for Volunteer Duty**

Leaves of absence will be granted for service to military reserve service, voluntary firefighters, volunteer ambulance, volunteer search and rescue or auxiliary police.

## **ARTICLE 25 - WORKPLACE HARASSMENT**

### **25.01 Requirement of the Employer**

The Company is committed to the prevention of harassment in the workplace and recognizes that the responsibility to create an environment based on mutual respect, cooperation and understanding is shared among all employees. The Company will make every effort to ensure that no employee or anyone having a work relationship with any employee is subject to any form of harassment. The Company also accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.

Any allegations of harassment involving employees of the Company will be dealt with through this Article.

### **25.02 Confidentiality**

All parties will maintain strict confidence as much as possible so that any complainant feels free to come forward and that the reputations of all individuals involved are protected.

The parties will make every effort to ensure that the name of the complainant and/or circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purpose of investigation or disciplinary action.

Confidentiality is not the same as anonymity. If the complainant chooses to pursue the informal complaint resolution or the formal review, he/she must be prepared to be identified so that the respondent is informed of the allegations and has the opportunity to respond.

### **25.03 Workplace Harassment Defined**

Workplace harassment is defined as:

- causing intimidation, offense or humiliation to any employee, or
- undermining the employment relationship, or
- being perceived as placing an improper condition on employment, or
- being discriminatory under the Human Rights Act.

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#### **25.04 Discrimination Defined**

British Columbia Human Rights Act discrimination is categorized into:

- race
- colour
- ancestry
- place of origin
- religion
- marital status
- family status
- physical or mental disability
- sex
- sexual orientation
- age
- political belief
- conviction for a criminal charge unrelated to Company employment

#### **25.05 Incidents and Occurrences**

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

#### **25.06 Types of Harassment**

Harassment can include, although not be limited to, the following acts and/or behaviors:

- verbal or physical abuse
- derogatory remarks
- display of pornographic or offensive materials
- unwelcome invitations or requests
- innuendos or taunts about a person's body or beliefs
- unnecessary physical contact
- threats
- leering
- outright physical assault
- intimidation
- practical jokes that cause awkwardness or embarrassment
- retaliation against an individual who has filed a complaint of harassment

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Harassment may take, although not be limited to, the following forms:

- sexual harassment
- personal harassment
- place or origin/racial/ethnic/colour harassment
- physical/mental disability harassment
- religious harassment
- age harassment
- marital/family harassment
- sexual orientation harassment
- **psychological harassment**

#### **25.07 Perceived Harassment**

An action or behavior can become harassment if the receiver **reasonably** perceives it as such, regardless of the intentions of the initiator.

#### **25.08 Sexual Harassment**

Sexual harassment can include, although not be limited to, the following actions or behaviors:

- sexual advances
- request for sexual favors
- other verbal or physical contact by a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

#### **25.09 Improper Condition on Employment**

Improper condition on employment is when the comment or conduct:

- is accompanied by a reward, or the express or implied promise of a reward for the compliance, or
- is accompanied by reprisal, or the express or implied threat of reprisal, for refusal to comply, or
- is accompanied by the actual denial or threat of denial of opportunity for refusal to comply, or
- has the effect of creating an intimidating, hostile or offensive environment.

#### **25.10 Complaint and Investigation Procedure**

The complaint and investigation procedure is not intended to be restrictive in any way. In addition to this procedure, bargaining unit employees have the right, at any time, to seek the assistance and/or involvement of a Union representative and to pursue existing



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grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the parties.

This procedure is not intended to preclude any other existing recourse that may be available to an employee.

The complaint process, once initiated, will be expedited as quickly as possible.

### **25.11 Guidelines to Complaints**

Employees who believe that they have been harassed are encouraged to talk to whomever they feel comfortable talking to, including any one of the Designated Union Representative, Job Stewards, Managers or co-workers. They should then be encouraged to discuss their concerns with one of the Designated Union Representative.

Complainants are encouraged to make known to the alleged respondent(s) that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behavior, the complainants should continue through the process.

If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly, this step may be skipped.

### **25.12 Informal Complaint Process**

At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a representative.

The complainant, with the advice of the Designated Union Representative, will determine the best course of action. Some options are to:

- discuss the concern directly with the respondent;
- discuss the concern directly with the respondent with the assistance of the Designated Union Representative;
- request that an Advisor meet with the respondent and discuss the complaint;
- request that a third party be appointed to assist in the complaint;
- request a formal review;
- initiate a grievance.

If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the Company, will be given to the complainant and respondent only.

If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

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### **25.13 Third Party Involvement**

A request for third party involvement must be submitted in writing to the Company manager. The neutral role of the third party is to help the complainant and respondent themselves, come to an agreement, or to investigate and submit a report including recommendations, not to advocate a position or impose a decision.

### **25.14 Formal Review**

A request for a formal review must be submitted in writing to the Company. If a request for a formal review is received that involves a bargaining unit member(s), designated representatives of the bargaining will be advised in writing. Once a formal review is requested the Company will investigate and submit a report including recommendations to the Union. The Company will interview the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case. Each party will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the Company, with recommended resolutions, to the Union. The Company will advise the complainant and the respondent of the final resolution.

### **25.15 Formal Review Resolution**

If, after an investigation and formal review, it is determined that an employee has committed an act of harassment, the Company, in consultation with the Union, will implement appropriate action, which may include education intended to change behavior and eliminate harassment, and/or discipline, up to and including discharge.

### **25.16 Appeal Procedure**

Bargaining unit members who wish to appeal discipline will do so through their relevant grievance procedures. Non-bargaining unit members who wish to appeal will do so through a neutral third party.

### **25.17 Record of Complaints**

If informal or anonymous complaints are received, only statistical information required by the Company will be retained.

### **25.18 Vexatious Complaints**

If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

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### **25.19 Retaliation**

Retaliation against an individual who has been involved in a **substantiated** complaint of harassment will be considered a form of harassment and will be dealt with in accordance with this Article.

## **ARTICLE 26 - DURATION**

### **26.01 Duration**

This Agreement shall be effective from April 1, **2018** and remain in effect until March 31, **2021** and thereafter from year to year, subject to a one hundred and twenty (120) day notice in writing by either party to this Agreement to revise, amend, or terminate it.

### **26.02 Agreement to Continue**

During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- the Union commences a legal strike; or
- the Company commences a legal lockout; or
- the Parties enter into a new or further Agreement.

### **26.03 No Changes During Continuation Period**

During the continuation period provided above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment which would be inconsistent with the express terms of this Agreement.

### **26.04 Sections 50(2) and 50(3)**

By agreement of the Parties hereto the provisions of Section 50(2) and 50(3) of the Labour Relations Code are specifically excluded.

## **ARTICLE 27 - TERMS AND DEFINITIONS**

These terms and definitions do not preclude an employee from working in different classifications.

### **27.01 Conventional**

Employees driving on fixed routes, transporting all persons boarding buses at designated Bus Stops and flag stops.

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## 27.02 Dispatcher

Employees qualified in the dispatch software used to schedule the various custom runs, and, schedules incoming requests for custom service and dispatches same accordingly, eight (8) hours per day, five (5) days per week with consecutive days off.

The Dispatch position may be shared with a driver or clerical position.

## 27.03 Maintenance Mechanic

Employees who are Qualified Mechanics in the maintenance of all transit vehicles, and, works at maintaining all Company transit vehicles to B.C. Transit specifications, eight (8) hours per day, five (5) days per week with consecutive days off. However, the maintenance employee can also be used as a spare driver.

## 27.04 Custom Transit

Non-fixed routes transporting clients who have qualified for custom service.

## 27.05 Community

- 1) Community Transit Service is Conventional Transit Service but designated by BC Transit to be delivered using a Community Transit Bus.
- 2) A Community Transit Bus is a vehicle designated by BC Transit for Community Transit Service with a maximum of twenty four (24) seats.
- 3) Conventional Transit Service operates on fixed route fixed schedule service generally using Conventional Transit Buses. However, Conventional Transit Service can also include a component of Community Transit Service that utilizes smaller vehicles to run a fixed route or trip in schedule service in areas where the route does not allow for full size Conventional Bus and/or where passenger demand may not warrant a larger bus.
- 4) The Company may construct shifts as **described in article 19.01, former 12.07**, combining Conventional and Community Bus service and the rate of pay shall be based on the hours of service (for example a shift may be constructed composed of five and one half (5.5) hours conventional and two and one half (2.5) hours community bus rate).
- 5) The Company agrees that if a Conventional Bus is operated in a Community Bus application the Conventional rate of pay shall apply.

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- 6) A Transit Operator holding a valid "air ticket" and driving a Community Bus with air brakes will receive a one dollar and ten cents (\$1.10) per hour premium. **The Community wage rate combined with this premium cannot exceed the Conventional wage rate.**

#### **27.06 Posted Index**

Any combination of runs of varying duration of thirty-seven (37) hours or more a week for full time and any combination of runs for part time of more than twenty (20) hours per week but less than thirty-seven (37) hours per week posted for sign up as per the collective agreement.

#### **27.07 Date of Hire**

The original date upon which continuous employment commenced with the Company.

### **ARTICLE 28 - PAID EDUCATION LEAVE**

#### **28.01 Paid Education Leave**

The Company agrees to pay into the Unifor Leadership Training Fund one thousand eight hundred dollars (\$1800.00) each January for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9

### **ARTICLE 29 - UNION MANAGEMENT COMMITTEE**

#### **29.01 Union/Management Meetings**

The parties recommit themselves to meet on a regularly scheduled basis on the third Wednesday of February, April, June, August, October and December.

The purpose is to discuss work related issues and concerns. Two (2) Union representatives will attend and will be paid straight time rates for two (2) hours.

These meetings are not intended to replace normal workplace communication and resolution.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2018 at Vernon, BC.

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**ON BEHALF OF THE COMPANY:**

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Doreen Stanton  
General Manager, Vernon and  
Shuswap Regional Transit

---

Bob Allen  
Area Vice President

---

Rich Bagdonas  
Senior Director of Operations and  
Organizational Development

**ON BEHALF OF THE UNION:**

---

Nate Shier  
Local 114 Representative

---

Brian Gona  
Bargaining Representative

---

Stephen Phillips  
Bargaining Representative

---

Gerry Shook  
Bargaining Representative

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Gavin Davies  
National Representative

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**LETTER OF UNDERSTANDING # 1**

Between

First Canada ULC.

And

Unifor Local 114

**Re: Exchange Washrooms**

**The Company commits to contacting Vernon City Council and BC Transit to advance the washroom issue on behalf of the drivers. A copy of the correspondence will be forwarded to the Union. In addition the Company will continue to explore other possible options that may arise.**

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2018 at Vernon, BC.

**ON BEHALF OF THE COMPANY:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
Doreen Stanton  
General Manager, Vernon and  
Shuswap Regional Transit

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Bob Allen  
Area Vice President

\_\_\_\_\_  
Brian Gona  
Bargaining Representative

\_\_\_\_\_  
Rich Bagdonas  
Senior Director of Operations and  
Organizational Development

\_\_\_\_\_  
Stephen Phillips  
Bargaining Representative

\_\_\_\_\_  
Gerry Shook  
Bargaining Representative

\_\_\_\_\_  
Gavin Davies  
National Representative

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**LETTER OF UNDERSTANDING # 2**

Between

First Canada ULC.

And

Unifor Local 114

**Re: Bus Washers**

**The Parties agree that washing the exterior and scrubbing the interior of buses is bargaining unit work however the unique nature of the work necessitates certain limitations on movement to and from these positions.**

**The following will be applicable to the Bus Washer position:**

- 1. The Bus Wash work will be designated as casual work. Shifts and shift construction shall be at the sole discretion of the Company.**
- 2. Employees working as Bus Washers may not be bumped or otherwise displaced by any employee.**
- 3. Employees working as Bus Washers may not exercise their seniority into any current classification as detailed in 12.02.**
- 4. Any open positions will be filled as “New Hires” and current employees advising the Company of a desire to work casual hours as a Bus Washer will be included in the hiring process. Seniority will not be a factor.**
- 5. Current Bus Washers holding seniority in a classification detailed in Article 12.02 will retain their Bus Wash position.**
- 6. The intent of this letter is to introduce Bus Washers into the Collective Agreement without any change to the current and ongoing practices relating to the assignment of work and staffing of the position.**

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2018 at Vernon, BC.



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**ON BEHALF OF THE COMPANY:**

---

Doreen Stanton  
General Manager, Vernon and  
Shuswap Regional Transit

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Bob Allen  
Area Vice President

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Rich Bagdonas  
Senior Director of Operations and  
Organizational Development

**ON BEHALF OF THE UNION:**

---

Nate Shier  
Local 114 Representative

---

Brian Gona  
Bargaining Representative

---

Stephen Phillips  
Bargaining Representative

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Gerry Shook  
Bargaining Representative

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Gavin Davies  
National Representative