

# COLLECTIVE AGREEMENT

BETWEEN



**FIRSTCANADA ULC**  
(KAMLOOPS)

AND



APRIL 1, 2020 TO MARCH 31, 2025

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WITNESSETH that the Parties mutually agree as follows:

## **SECTION G**

### **ARTICLE G 1 – LENGTH OF CONTRACT**

#### **G 1.01 DURATION**

The following wage schedule and working conditions shall be binding on the Parties and shall govern all employees of the Company referred to therein for the period commencing 01 April 2020 and ending 31 March 2025 and thereafter, unless and until it is reopened as provided for in Article G 2. The Parties to this Collective Agreement agree that the Collective Agreement shall be written in gender neutral language and whenever the masculine is referred to in this Agreement, it shall also include the feminine.

#### **G 1.02 COLLECTIVE AGREEMENT TO CONTINUE**

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

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lockout; or
- (c) the Parties enter into a new or further Collective Agreement.

#### **G 1.03 CHANGE IN TERMS OR CONDITIONS**

During the continuation period provided in Article G 1.02 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 Collective Agreement.

### **ARTICLE G 2 – NOTICE PRIOR TO EXPIRY**

#### **G 2.01 NOTICE TO BARGAIN**

Either Party to the Collective Agreement may at any time within four (4) months immediately preceding the date of expiry of the Agreement, by written notice, require the other Party to the Agreement to commence collective bargaining. Where no notice is given, both Parties shall be deemed to have given notice under this Article, sixty (60) days prior to the date of expiry of the Agreement.

#### **G 2.02 COMMENCEMENT OF BARGAINING**

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

#### **G 2.03 NO STRIKE OR LOCKOUT**

- (a) There shall be no strike or lockout so long as this Agreement continues to operate.

- (b) No employee shall be required to cross a picket line except to provide emergency service for the protection of persons or property.

**G 2.04 PRINTING OF THE COLLECTIVE AGREEMENT**

The Parties will pay for the printing of the Collective Agreement on a 50/50 cost-shared basis.

**ARTICLE G 3 – UNION SECURITY**

**G 3.01 EXCLUSIVE BARGAINING AGENT**

The Company recognizes the Union as the exclusive bargaining agent for all the employees referred to herein, and will not discriminate against any employee because of their connection with same.

**G 3.02 MAINTAIN UNION MEMBERSHIP**

All employees, when hired by the Company, will immediately join the Union and will continue to maintain their Union membership as a condition of employment.

**G 3.03 INTRODUCTION TO SHOP STEWARD**

Each new employee for which the Union is the bargaining agent as specified by the wage classification hired by the Company will, within the two (2) week training period be introduced to the appropriate Shop Steward (time not paid) and the Shop Steward shall be granted a maximum half an hour (at regular rates) paid Union orientation.

**G 3.04 UNION DUES DEDUCTION**

The Company agrees to deduct once each month, from the earnings of each Bargaining Unit Member covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union. The total amount so deducted, with a statement of the amount deducted by the Employer, shall be forwarded to the Union, prior to the fifteenth (15<sup>th</sup>) day of the month.

**G 3.05 BULLETIN BOARD**

The Company will provide a five (5) foot by three (3) foot enclosed glass fronted bulletin board to be solely used by the Union for the purpose of posting bulletins, notices, memos, etc.

**G 3.06 VEHICLE AND OFFICE UNION INSIGNIA**

All vehicles that are directly owned or leased and operated by the Company may have the Unifor insignia decal affixed to them. The Unifor "Union Shop" certificate shall be displayed in all appropriate areas in the Company's premises. Management vehicles exempted.

**G 3.07 BARGAINING UNIT WORK**

- (a) Bargaining unit work shall not be performed by anyone outside the Bargaining Unit while qualified Bargaining Unit employees are reasonably available to perform that work except as follows:

- (i) Management or Supervisory Personnel may perform vehicle change-offs or work of an emergency nature.
  - (ii) Where there are no employees reasonably available to perform the work in question, or able to perform the work in question.
  - (iii) When Management or Supervisory Personnel must, due to lack of available Bargaining Unit employees, operate a vehicle in revenue service the hours worked shall be paid to the employee to whom the work would have otherwise been assigned.
- (b) The Employer shall not contract out any Bargaining Unit work except as provided for below:
- (i) Where there is no Bargaining Unit Member available to perform work of an urgent nature; or,
  - (ii) There is no Bargaining Unit Member available who can efficiently perform the duties associated with what would normally be considered Bargaining Unit work.

This Article does not apply to the Company's limited use of taxi cabs for the purpose of supplementing service.

Where Bargaining Unit work is contracted out as set out above, no employee will suffer a reduction of regular hours or a lay off and, there shall be no reduction in the workforce as a result of any contracting out.

### **G 3.08 STANDING COMMITTEE MEETINGS**

The Parties agree to continue Union/Management meetings to be held the second (2<sup>nd</sup>) week of every other month, commencing in the second (2<sup>nd</sup>) week of February of each year, at a date and time determined by the Company. The purpose of the meeting is to discuss work related issues and concerns. Three (3) Union Representatives will attend and will be paid at straight time rates for two (2) hours.

## **ARTICLE G 4 – MUTUAL RESPONSIBILITY**

### **G 4.01 MUTUAL RESPONSIBILITY**

- (a) It is the responsibility of the individual employee to obey the lawful instruction of all Supervisory Personnel of the Company and to perform all their work efficiently, carefully, with due dispatch, and to the best of their ability, and it is recognized to be the duty of the Union to explain fully to its members their responsibilities and obligations under the Collective Agreement. It is further recognized to be the duty of the Company to explain fully the terms of the Collective Agreement to all its Officers, Foremen, and others engaged in a supervisory capacity.
- (b) The Parties concur that it is paramount that activities of the operation are conducted in a safe secure manner. When the Company has good faith grounds to believe that an employee has an alcohol or substance abuse problem, and that the safety of the employee or of other employees, passengers or other persons may be jeopardized, the

Company may require a drug and alcohol test to ensure the employee is safe to work.

Any such employee shall have the right to Union representation throughout the process.

Any employee subject to this clause shall be treated with the strictest confidentiality by the Parties.

**G 4.02 SURVEILLANCE CAMERAS/ IN VEHICLE MONITORING SYSTEM (IVMS)**

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 "targeted surveillance" 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 or 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.

**G 4.03 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.

**G 4.04 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.

**ARTICLE G 5 – GRIEVANCE PROCEDURE**

**G 5.01 NO INTERFERENCE WITH GRIEVANCE PROCEDURE**

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference with, or stoppage of, work. It is understood that at the second (2<sup>nd</sup>) step of each grievance, and in all proceedings thereafter, up to and including arbitration, any National Officer may accompany the Union Standing Committee in their meetings with Company officials.

**G 5.02 INITIATION OF DISCIPLINE**

Should the Company fail to initiate discipline within fourteen (14) working days from the date that the alleged offence took place, or the date the Company was made aware of the incident, the Company will have waived their right to do so. However, in the event an employee goes on vacation, sick leave, WorkSafeBC 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 incident provided that if the Company requires an extension of time such extension will be granted by the Union.

Should an incident require initiation of the disciplinary process the Union will be provided with a copy of the complaint and/or investigation and proof of the date the Company was made aware of the incident.

**G 5.03 EITHER PARTY MAY INITIATE A GRIEVANCE**

Either Party may initiate a grievance. If a grievance is not settled at any one step of the grievance procedure, the grievor shall have the alternative either to abandon it or proceed to the next successive step within the time allowed in the scale following. By mutual agreement between the Company and the Union, the processing of any grievance may begin at the second (2<sup>nd</sup>) step.

**G 5.04 PARTIES TO THE GRIEVANCE**

In the event of a local Management change the Company agrees that all matters of grievance or discipline will be dealt with by the Grievance Committee and the President of the Company.

**G 5.05 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.

**G 5.06 GRIEVANCE PROCEDURE**

The successive steps of the grievance procedure are:

(a) **Step 1: Informal Discussions**

The Company and the Union agree that every effort shall be made to settle a complaint or a question concerning the interpretation, application, operation or alleged violation of the Collective Agreement through informal discussions between the aggrieved employee and the employee's immediate Supervisor. The employee may be accompanied by a Shop Steward.

(b) **Step 2:**

The individual employee involved, with a Shop Steward who is a member of the Union, shall take up the grievance, with either a Manager/Supervisor, or their designate, within ten (10) days of the event that gave rise to the grievance or within ten (10) days of an employee



becoming aware of the event that gave rise to the grievance. If requested by either Party a meeting shall be convened within five (5) days.

The Manager/Supervisor, or their designate, will respond in writing within ten (10) days of the grievance meeting.

If the matter is not advanced to Step 3 within ten (10) days after receiving an answer at Step 2, the grievance shall be advanced to the next step.

(c) **Step 3:**

If a satisfactory settlement is not reached at Step 2 the Union and the employee shall refer the matter to the General Manager and Local Union Representative. Both the Company and the Union may have one (1) additional Representative present at the Step 3 meeting.

The Parties may mutually agree to more than one (1) additional Representative. Within five (5) days of the grievance being advanced to Step 3, the Parties shall confirm a mutually agreeable date for the Step 3 meeting to occur.

The Company will respond, in writing, within ten (10) days of the Step 3 meeting. If the grievance is not resolved at Step 3, the matter may be referred to Step 4.

(d) **Step 4:**

If a satisfactory settlement is not reached at Step 3 the Union and the employee shall refer the matter to a Company Vice President and the Union National Representative. Within five (5) days of the grievance being advanced to Step 4, the Parties shall confirm a mutually agreeable date for the Step 4 meeting to occur.

The Company will respond, in writing, within ten (10) days of the Step 4 meeting. If the grievance is not resolved at Step 4, the matter may be referred to the grievance mediation or arbitration.

In the event of a dismissal grievance, the grievance may be advanced directly to Step 4 if mutually agreed to by the Union and the Company.

**G 5.07 GRIEVANCES IN WRITING**

All grievances being presented to the Company at Step 2 as outlined in G 5.06 must be presented in writing, stating what Article(s) are alleged to have been violated and the remedy that is being sought.

**G 5.08 NATIONAL REPRESENTATIVE**

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

**G 5.09 TIME LIMITS**

(a) In the event a grievance has not advanced to the next step within the time limits set forth in Article G 5.06 (a), the grievance shall be advanced to the next step in the grievance procedure.

- (b) The Company will respond to each step of the grievance procedure within ten (10) days of the Union presenting the grievance. Failure to respond within the ten (10) day period will result in the grievance being advanced to the next step in the grievance procedure.
- (c) The time limits between steps may be extended by mutual consent.

#### **G 5.10 ARBITRATION PROCEDURES**

Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either Party may request that the matter be referred to a single Arbitrator. A single Arbitrator shall not have any power to amend, alter, modify, or add to any provision of this Agreement or to substitute any new provision for any existing provision, or to render any decisions inconsistent with the terms and provisions of this Agreement.

- (a) Single Arbitrator

The Single Arbitrator shall be mutually selected by the Employer and the Union.

- (b) Binding Effect

The findings and decision of the single Arbitrator on all questions shall be binding and enforceable on all Parties.

- (c) Cost Sharing

Each Party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the single Arbitrator.

- (d) Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must, be made in advance of the appointment of the Investigator or Officer.

- (e) Time Limits

The issue must be heard within ninety (90) days of application and a decision must be rendered within forty-five (45) days of the completion of the hearing.

#### **G 5.11 EXPEDITED PROCEDURE**

- (a) 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:
  - (i) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
  - (ii) The outcome will be binding on both Parties.
  - (iii) The cost will be borne equally by the Parties.

- (iv) 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.
- (v) No legal counsel will be used by either Party. The Union will use elected Officers or Union Representatives.
- (vi) The number of cases to be heard at any given time will not exceed three (3).
- (vii) The Parties or their Representatives will try to get an agreed statement of facts for presentation to the Arbitrator.
- (viii) Wherever possible, the Arbitrator will attempt to mediate a settlement between the Parties.
- (ix) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (x) 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.
- (xi) General rules of evidence will be waived except for the rule of "onus".
- (xii) 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. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.
  - 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 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. Such an opportunity should not be wasted by continuing to argue the merits of the case.

## **G 5.12 ACCIDENT REVIEW COMMITTEE**

(ARC) is to provide Operators and others that have been assessed by the Employer for a preventable collision or an-on-board incident caused by the operation of the vehicle with a forum to appeal the Employer's determination of preventability.

The appeal must be filed, in writing, within seven (7) calendar days of the date the employee received notice of the Employer's initial preventability determination.

The Arc shall meet, as required, to resolve appeals. However, in the case of an appeal of a Company determination that resulted in discharge, the ARC will convene no later than ten (10) calendar days following the date of the appeal.

The ARC shall consist of three (3) individuals – a Union Representative and two (2) Representatives from the Company. The employee who has appealed the preventability decision to the ARC must be present to provide additional information and answer questions. When the facts have been presented, the ARC will render a timely decision. The ARC will rely on the facts presented at the meeting and is not empowered to alter or change established Company policy, including safety or operational rules.

If the ARC cannot come to a consensus, then they may appeal to an independent individual, who shall be agreed on by the Union and the Employer.

## **ARTICLE G 6 – DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION**

### **G 6.01 JUST AND REASONABLE CAUSE**

The Company can discipline, suspend, or dismiss any employee for just and reasonable cause without interference by the Union, provided the Union shall have the right to appeal through the grievance procedure set out in Article G 5. No disciplinary notation will be entered onto an employee's record without the concerned employee and the Union being provided copy of same. The Company will provide the Union with a copy of the Adjudication of all accidents, preventable or non-preventable.

All disciplinary notices, letters or suspensions older than twenty-four (24) months will not be referred to or used to compound or progress new disciplinary measures so long as there is no other discipline of a similar or related nature during the intervening twenty-four (24) months.

Upon request of an employee, that employee shall have access to review their personnel file within three (3) days of making the request excluding Saturday, Sundays, and Statutory Holidays.

### **G 6.02 INCIDENT/ACCIDENT ADJUDICATION**

The Company shall within fourteen (14) days adjudicate an incident/accident, provided that if the Company requires an extension of time such extension will be granted by the Union. If no action was taken by the Company within the fourteen (14) days following the incident/accident, any action taken by the Company shall be deemed null and void. If a casual employee receives a

suspension, the suspension will be deemed as an eight (8)-hour day and shall be considered part of their forty (40) hour work week. In the event a casual has worked thirty-two (32) hours in the week the suspension occurs, the Company shall offer any additional work to the employee who received the suspension only after every other casual has been offered the work subject to no overtime being incurred.

## **ARTICLE G 7 – PROBATIONARY PERIOD FOR NEW EMPLOYEES**

### **G 7.01 PROBATION PERIOD**

Each new employee shall be placed on probation for four hundred and eighty (480) hours 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 their successful completion and their 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.

### **G 7.02 NEW EMPLOYEE INFORMATION**

The Company agrees to forward the name, address, email and telephone number of new employees, and any changes thereto, to the Union Office.

## **ARTICLE G 8 – LEAVE OF ABSENCE**

### **G 8.01 LEAVE MAY BE GRANTED**

Leave of Absence under fourteen (14) days may be granted by the Company. Such leave shall not be unreasonably withheld.

In instances where employees have accumulated in excess of forty (40) hours of available banked time, such excess banked time must be used in place of, or as a portion of, the requested leave. This applies to leaves under 8.01 and 8.03.

### **G 8.02 PRIME TIME FOR LEAVES**

- (a) Excluding the period from June 15<sup>th</sup> to September 15<sup>th</sup> in each year leave of absence without pay for less than fourteen (14) calendar days shall be granted insofar as the proper operation of service will permit (proper operation to be determined at the sole discretion of the Company), upon an employee's application.
- (b) During a week in which the stat holiday falls, time off requests (LOA Leave of Absence requests) must be submitted twenty-one (21) days in advance and approved at least fourteen (14) days in advance subject to operational capability first to full-time employees in order of seniority and

then to casual employees in order of seniority.

**G 8.03 LEAVE FOR MORE THAN 14 DAYS**

Leave of absence of more than fourteen (14) calendar days shall be granted only with the permission of the Company and the Union. Classification seniority shall not accrue after a leave of one (1) calendar month and that the vacation anniversary date shall be adjusted to reflect the amount of leave and that any leave granted will be on a one (1)-time basis per employee. Any leave granted under this clause shall require that the employee be responsible for all fringe benefit costs from the date of the leave until their return, in addition the employee shall have their vacation pay and entitlement prorated.

**G 8.04 LEAVES FOR UNION BUSINESS**

- (a) Leave of absence for employees engaged in Union work will have preference over all other applications. Any employee elected to office in the Union, which requires their absence from the Company's employ, shall retain their seniority and all privileges of an active employee and upon their completion of such leave will return to the Company's employ.
- (b) The Company will grant a leave(s) of absence to any employee attending official Union business (courses, convention, etc.).
- (c) The Union will give the Company a minimum of fourteen (14) days written notice of such leave where possible.
- (d) Any Union Member elected or appointed to a full-time or part-time Union position/job will be granted an unlimited leave (as long as the position lasts) and will continue to accrue seniority during the Union leave.
- (e) When the Union leave is finished, that employee will return to their previous position (or equivalent if the position no longer exists) with no loss of seniority or privileges.
- (f) The Union will provide a minimum of thirty (30) days written notice for such a leave where possible.

**G 8.05 FAILURE TO REPORT**

Any employee on leave of absence for any reason, who fails to report for duty or fails to contact the Company with a suitable explanation at the expiration of such leave, will be considered to have left the service of the Company.

**G 8.06 MATERNITY, PARENTAL AND ADOPTION LEAVE**

A leave without pay will be granted for in accordance with The British Columbia Employment Standards Act and Regulations and Employment Insurance (EI) Regulations.

**G 8.07 MEDICAL DOCUMENTATION**

The Company will not unreasonably deny a leave of absence(s) and will automatically grant requests of leave for medical appointments. Where the Company has reason to question the validity of a request, the Company may request that the employee provide a doctor's note to verify attendance and any costs will be borne by the Company.

**G 8.08 FAMILY RESPONSIBILITY LEAVE**

To comply with the Employment Standards Act, Part 6, Section 52, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any member of the employee's immediate family.

**G 8.09 FULL-TIME UNION OR PUBLIC DUTIES**

The Employer shall grant, on written request, leave of absence without pay for:

- (a) Employees to seek election in a municipal, provincial, federal, First Nation or other aboriginal election, for a maximum period of ninety (90) days;
- (b) Employees elected to a public office for a maximum period of five (5) years. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return;
- (c) Employees elected or selected to a full-time position of the Union or any body to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return;
- (d) Employees appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return.

**G 8.10 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.

**G 8.11 PROBATIONARY SUPERVISOR LEAVE**

- (a) The Employer shall invite applications from employees covered by this agreement to fill supervisory positions.
- (b) Employees promoted by the Employer to fill a supervisory position shall have their seniority maintained if they elect to return to the Bargaining Unit within one hundred and twenty-eight (128) days.

**G 8.12 DRIVING LICENSE SUSPENSION LEAVE**

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 full-time or part-time 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 work.
- (d) The Parties agree that, on a one (1)-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 their 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 8.13 COMPASSIONATE CARE LEAVE**

Employees may be granted Compassionate Care Leave in accordance with the British Columbia Employment Standards Act.

**ARTICLE G 9 – ANNUAL VACATION**

**G 9.01 DEFINITIONS**

YEAR: shall mean calendar year

DAY: shall mean work day

SERVICE: shall mean an accredited service with the Company, which is the total of all periods of service as an employee of the Company or predecessor companies.

**G 9.02 VACATION ACCRUAL**

The Company will grant:

- Ten (10) days annual vacation with pay after the first (1<sup>st</sup>) calendar year of service;
- Fifteen (15) days annual vacation with pay in the third (3<sup>rd</sup>) year of service;
- Twenty (20) days annual vacation with pay in the seventh (7<sup>th</sup>) year of service; and,



- Twenty-five (25) days annual vacation with pay in the twelfth (12<sup>th</sup>) year of service; and,
- Thirty (30) days of annual vacation with pay in the twentieth (20<sup>th</sup>) year of service.

**G 9.03 VACATION TIME TAKEN**

Annual vacations may be taken any time during the calendar year according to the posted holiday block schedule, except that no vacation will be taken during the year of hire.

**G 9.04 VACATION PAY**

When an employee takes sixty percent (60%) of their annual vacation entitlement then they will be paid their entire annual vacation pay, upon request.

Explanatory Notes

In the third year: Two (2) years plus one (1) day = three (3) weeks

In the seventh year: Six (6) years plus one (1) day = four (4) weeks

In the twelfth year: Eleven (11) years plus one (1) day = five (5) weeks

In the sixteenth year: Fifteen (15) years plus one (1) day = one (1) week bonus on a one (1)-time basis only

In the twentieth year: Nineteen (19) years plus one (1) day = six (6) weeks

**G 9.05 NEW EMPLOYEES**

As the annual vacation period is earned on the basis of a calendar years work, a new employee who has only worked part of the previous calendar year will be entitled to take up to ten (10) days annual vacation and will be paid one twelfth (1/12) of ten (10) days for each completed month or four percent (4%) of the total wages earned in the previous calendar year, whichever yields the greater amount.

**G 9.06 CALCULATIONS**

Payment for annual vacation earned during the previous calendar year (in accordance with T4 slip) will be based upon one (1) of two (2) calculations, whichever yields the greater amount:

- (a) The straight time wage rate of the employee's regular job at the time the vacation is taken multiplied by the number of hours in the period of vacation; or
- (b) The employee's gross earning less taxable benefits (in accordance with their previous years T4 slip) in the previous calendar year multiplied by a percentage rate applicable, (i.e. 4, 6, 8, 10, or 12 percent);
- (c) Any employee whose service with the Company is terminated shall receive vacation pay on the appropriate percentage basis based on their gross income less taxable benefits to the date of termination;
- (d) A laid off employee shall receive a pro-rated entitlement based on actual

time worked. Nothing in Article G 9 shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

**G 9.07 CASUAL CLERKS CALCULATIONS**

The Casual Clerk's vacation entitlement will be calculated according to accumulated hours worked, i.e. 1,820 hours equals one (1) year.

**G 9.08 PRO-RATED FOR LOST TIME WORKSAFEBC INJURY OR ILLNESS**

An employee who has lost time as the result of an accident as recognized by WorkSafeBC, which cumulatively exceeds ninety (90) days from the date of injury shall earn, after the year, vacation pay calculated according to the employee's entitlement on a prorated basis from the date they return to work.

**G 9.09 PRO-RATED FOR LOST TIME NON-OCCUPATIONAL INJURY OR ILLNESS**

An employee who has lost time due to non-occupational sickness or injury which cumulatively ninety (90) days shall have their vacation pay calculated according to the employee's entitlement on a prorated basis for all time worked. The cumulative ninety (90) days of lost time shall, for calculation purposes, be considered as time worked.

**G 9.10 VACATION PAY**

An employee who requests and is granted leave of absence exceeding a cumulative total of twenty (20) working days in a year shall have their vacation pay calculated according to the employee's entitlement on a prorated basis for all time worked. Leaves of absence for Union business will not be included in the twenty (20) days.

**G 9.11 PRO-RATED VACATION**

An employee who has had their vacation prorated as a result of clause 9.08 or 9.09 shall be required to take vacation time (to the nearest week) only for the period for which they have accumulated vacation pay. For example, if an employee has been absent from work for two (2) years as a result of an injury or illness and returns to work in October, then they would only be required to take vacation in the following year for one (1) week and would not have to sign for their full entitlement. If an employee wishes to sign for their full entitlement even though they do not have the equivalent vacation pay accrued, they may do so.

**G 9.12 BANKING STATUTORY HOLIDAYS**

Employees wishing to bank their Statutory Holidays may do so by advising the Company on the prescribed form prior to January 1<sup>st</sup>. Statutory Holidays will be banked on a calendar year basis. Statutory Holidays may be taken in blocks of five (5). The Company will determine the number of blocks to be available for signing vacation and Statutory Holidays prior to the commencement of each vacation sign-up. Blocks will be determined with due regard to service demands and the ability of the Company to operate, except that there will be a minimum of eight (8) Operators off during July and August. Employees signing Statutory Holiday blocks will do so in seniority order once the annual vacation has been signed. In the event an employee takes their banked Statutory

Holidays and subsequently resigns, is dismissed, or in any way fails to earn Statutory Holidays already taken, the Company will recover any pay given but not earned. Employees may take their second (2<sup>nd</sup>) block of five (5) Statutory Holidays plus the Boxing Day stat at random, subject to banking the first five (5) Statutory Holidays in a block of five (5). Random Statutory Holidays may be taken by application to the Company and provided the operation of the service permits same which shall be determined at the Company's sole discretion. Employees that have been booked off sick, not covered by sick pay, may claim pay for the Random day. Random Statutory Holidays not booked by January 2<sup>nd</sup> of the following year, shall be allocated by the Company up to and including March 31<sup>st</sup> of the year or allocated to the employee's RRSP at the employee's request.

## **ARTICLE G 10 – SENIORITY, LAYOFF AND REHIRE**

### **G 10.01 CROSSOVER**

The Parties agree that casual employees in the various departments may crossover, from time to time, and perform work in other Sections of the Operation, i.e.: Conventional Bus, Custom Operator, Service Department, etc., pursuant to the following conditions:

- (a) Only casual employees shall be able to crossover to another classification or department.
- (b) Casual employees shall be able to crossover into another department or classification on any day where they have not worked in either their normal classification, or another classification pursuant to this Article.
- (c) No casual employee shall be able to crossover to another classification or department of the Operation in any week where they have worked thirty-five (35) hours or more.
- (d) Any casual employee who crosses over to another classification or department must be able to perform all functions of the job they are filling in for.
- (e) Whenever a casual employee crosses over to another classification or department, they do so only to increase their total hours worked. The intention of this is to maximize hours for those employees who do not receive a full week's work and reduce the need to hire new casual employees while utilizing the services of current employees to the fullest extent.
- (f) Casual employees who crossover to perform work in another classification or department, that employee shall not accrue seniority in those classifications or departments. Their seniority shall remain unchanged in the classification and department where that employee normally works.
- (g) Once an employee is converted to full-time status, that employee will no longer be eligible to crossover to other classifications and departments.

**G 10.02 SENIORITY CALCULATION**

There shall be two (2) types of seniority; namely Company seniority and classification seniority.

- (a) Company seniority shall be determined by an employee's last date of hire.
- (b) Classification seniority shall be determined by the length of service within a classification. Employees shall have as accumulated classification seniority only that which was accrued in their classification as of 01-Jan-88. Thereafter, all classification seniority shall be cumulative and maintained for all time in all classifications.

**G 10.03 LAYOFF BY SENIORITY**

In the event of a layoff in any classification the employee with the least seniority in that classification shall be laid off first. If the laid off employee possesses greater Company seniority than another employee within another classification, they may elect to displace the employee with the lesser Company seniority providing they have the demonstrated ability to perform the job requirements of the classification they are bumping into. Any full-time employee laid off will also have the option of working as Senior Casual provided once again they have the demonstrated ability to perform the job. Provided the employee who is laid off chooses to work as a Senior Casual the employee shall retain all benefits for a period of up to two (2) years (the retention of benefits shall apply to the first two (2) full-time laid off employees only).

**G 10.04 RECALL BY SENIORITY**

The last employee laid off shall be the first employee recalled, provided they can perform the available work.

**G 10.05 SENIORITY BENCHMARKS**

- (a) In the event of a layoff of an employee with less than three (3) months of Company seniority, their Company seniority shall be maintained but not accumulated for a period of three (3) months. If the employee is not recalled within the above stated period, they shall be deemed to be terminated.
- (b) In the event of a layoff of an employee with more than three (3) months and less than one (1) year of Company seniority, their Company seniority will be maintained, but not accumulated, for a period not exceeding six (6) months. If the employee is not recalled within the above stated period, they shall be deemed to be terminated.
- (c) In the event of a layoff of an employee with one (1) or more years of Company seniority, their Company seniority will be maintained but not accumulated for a period not exceeding twelve (12) months. If the employee is not recalled within the above stated period, they shall be deemed to be terminated.

**G 10.06 METHOD OF RECALL**

All employees who are laid off shall provide the Company with their address. The Company agrees to notify employees, by priority post, of a recall to any classification provided they are capable of performing the work required in the classification to which they are being recalled into. The employee must report for duty within fourteen (14) days from the mailing date of the priority post letter. An employee who does not answer the recall in the prescribed time shall be deemed to be terminated. The Union will be copied on all recall notices.

Before using Priority Post, the Company shall use email method of contact for recall purposes subject to the Company having the employee's personal email address.

**G 10.07 SUCCESSFUL JOB BID**

Where an employee successfully bids on a posted job vacancy in accordance with Article G 16, that employee shall have Classification Seniority accumulated from the date of their promotion except that, where it is determined within the three (3) month period since the promotion the employee has been unable to adequately perform the job functions or the employee chooses to return to their former job, at a time convenient to the Company, then they shall revert to their Classification Seniority shall be as if uninterrupted. Where an employee returns to their former job before the end of the three (3) month period, and at a later date successfully bids on the same job, their former time on the job will be accumulated toward the three (3) month period.

**G 10.08 CASUAL EMPLOYEES**

Casual employees shall accrue seniority only for the purpose of promotion to full-time positions within the Company and seniority shall be determined from the date of hire. Serviceman seniority shall be used within the Serviceman classification only and will not be used for the purpose of promotion to full-time in any other classification. Casuals have rights under this agreement and all provisions apply except where it specifically references casuals.

**G 10.09 UNABLE TO RETURN TO WORK**

In the event that an employee, due to illness, is unable to return to work after a period of twenty-four (24) months, they shall be required to provide a prognosis from a recognized medical practitioner verifying that they will be able to return to their work within a reasonable period of time. It is expected that they will be able to return to work within one (1) year unless there are exceptional circumstances. Employees who fail to provide a medical prognosis will be deemed terminated.

**G 10.10 CONDITIONS**

Qualifying conditions and resultant benefits:

- (a) Where an employee has been employed on a continuous full-time basis for one (1) or more years is to be laid off for a period of three (3) months beginning the first (1<sup>st</sup>) working day in the month following the date of layoff; the benefits will continue under the current cost-sharing formula,

providing all entitled employees prepay monthly their share of the premiums.

For the three (3) month period following the first three (3) months of layoff, entitled employees shall be given the opportunity to maintain the above listed benefits, providing the full premium cost of such benefits is prepaid monthly by the employee.

- (b) Where an employee has been employed on a continuous full-time basis for a period of less than one (1) year but longer than three (3) months is to be laid off for a period not exceeding six (6) months, they shall be entitled to a continuation of the above listed benefits for a period of three (3) months, provided that the full premium cost of such benefits is prepaid monthly by the employee.
- (c) Employees qualifying under (a) or (b) above who are to be laid off, and where such layoff is anticipated by the Company to be for a period of longer than six (6) months in duration, shall not be entitled to a continuation of benefits under this Article.
- (d) Should an employee who is laid off under this provision be recalled within the period of recall (six (6) months), the Company may reimburse such employee for all or a portion of premiums for like benefits obtained elsewhere upon written application; such application to be supported by appropriate receipts.

**G 10.11 EMPLOYEES ON LTD**

Employees who are off work due to disability and no longer eligible for benefit coverage under the Company Plan 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 their seniority.

**ARTICLE G 11 – STATUTORY HOLIDAYS**

**G 11.01 STATUTORY HOLIDAYS**

Statutory Holidays shall be deemed to mean:

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

and any further day gazetted or declared by either the Provincial and/or Federal Governments.

**G 11.02 STATUTORY HOLIDAY PAY**

All Full-time employees shall receive their day's pay (minimum/maximum eight (8) hours) for each of the Statutory Holidays named in Article G 11.01, except where it is an employee's day to work and they book off.

Casual Employees will be granted holiday pay in accordance with the provisions outlined in Employment Standards.

**G 11.03 STATUTORY HOLIDAY SIGNUP**

For work on a Statutory Holiday the sign-up sheet shall be posted no later than three (3) weeks prior to the holiday and remain on the board for a period of no less than two (2) weeks. The Statutory Holiday work will be assigned in order of classification seniority.

**ARTICLE G 12 – BEREAVEMENT LEAVE**

**G 12.01 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 their 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.

Where attending the above funeral requires travel in excess of five hundred (500) kilometers (one (1)-way), the Company will grant up to an additional three (3) days of unpaid leave.

**G 12.02 DEFINITIONS**

Members of the employee's immediate family are defined as the employee's spouse, common law spouse or same sex partner, mother, father, brothers, sisters, daughters, sons, stepchildren, mother-in-law, father-in-law, daughter-in-law, stepparents, grandparents, grandchildren, brother-in-law, sister-in-law and son-in-law.

**ARTICLE G 13 – PAY FOR WITNESS AND JURY DUTY**

**G 13.01 APPEARANCE AT COURT**

An employee compelled to attend an inquest or court or Human Rights Tribunal on subpoena requested or procured by the Company or the Crown, on any matter pertaining to or arising out of the course of their employment, shall be paid scheduled rates for time lost and will be reimbursed reasonable expenses when away from home. 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 being a witness or on jury duty. Any witness or

Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on their days off, annual vacation or Statutory Holidays.

**G 13.02 JURY DUTY**

When an employee is required to be absent from their regularly scheduled work to report for jury duty or selection as prescribed by applicable law, the employee shall be paid straight time hours they would have received for time lost (excluding any travel expenses). Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on their days off, annual vacation or Statutory Holidays. In addition, an employee required to be absent from scheduled work to report for jury duty interview and orientation shall be paid for time lost.

**G 13.03 PAYMENT**

In order to receive such payments, an employee must give the Company prior notice that they reported for and/or performed the duty for which payments are claimed and must report back to work promptly after being released or excused by the court, provided, however, that if an employee is on jury duty, the employee does not have to report back to work on the day they are released from said jury duty (Promptly being defined with regard to safety and the employee having the time to travel and change into their uniform.)

**ARTICLE G 14 – SAFETY MEETINGS**

**G 14.01 HEALTHY AND SAFE WORKPLACE**

The Employer agrees to provide a safe and healthy workplace for all employees and to provide training and education on safe work practices and will, as a minimum, fulfill all of its obligations under the WorkSafeBC Regulations.

**G 14.02 JOINT HEALTH AND SAFETY COMMITTEE**

A Joint Health and Safety Committee shall be established as per the B.C. Workers Compensation Act. Representatives from the Union and the Company will jointly develop an agreed Terms of Reference that will cover the make-up, roles and scope of the Joint Health and Safety Committee. These Terms of Reference will be developed and installed within sixty (60) days of ratification and be reviewed annually by the Joint Health and Safety Committee thereafter for changes and/or amendments.

**G 14.03 SAFETY MEETINGS**

Safety meetings between the Company and the Union will be held in accordance with WorkSafeBC regulations. The Company shall send copies of the minutes of the Safety meetings to the Local Union Office.

**G 14.04 TRAINING**

The Employer shall pay eight (8) hour training for each Union Member of the Joint Health and Safety Committee each year.



**G 14.05 LIGHT DUTY / MODIFIED WORK / ACCOMMODATION**

The Employer, the Union and the employee will be involved in negotiating all light duty, modified work and accommodation arrangements and all arrangements will have a review period.

**G 14.06 SAFE WORKING PRACTICES**

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

- (a) An employee shall not be required to drive a vehicle, which is unsafe. Employees must follow the procedures as set out in the Motor Vehicle Act, the National Safety Code, WorkSafeBC Regulations and the Company's procedure for reporting vehicles in need of maintenance. A Mechanic will inspect and make a final determination as to whether the vehicle is safe in accordance with regulations pursuant to the Motor Vehicle Act and the National Safety Code.
- (b) An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being taken out of service for repair.
- (c) Drivers shall be automatically relieved with pay after an assault or incident/accident that causes trauma.

**G 14.07 RIGHT TO REFUSE UNSAFE WORK**

The Right to Refuse Unsafe Work process will be followed as outlined in the WorkSafeBC Occupational Health and Safety Regulations.

**G 14.08 PROTECTIVE EQUIPMENT**

The Company will provide required personal protective equipment as outlined in the WorkSafeBC Occupational Health and Safety Regulations.

**ARTICLE G 15 – PAYMENT OF WAGES**

**G 15.01 PAY DAY**

- (a) Payment of wages shall be made bi-weekly, every second (2<sup>nd</sup>) Thursday. If the Thursday falls on a holiday, payment shall be made on the previous office workday. The Company will provide details of bank-time on pay stubs. Pay will be electronically deposited in each employee's account only.
- (b) Payroll errors over one hundred (\$100.00) dollars will be paid out to the employee within three (3) business days. Errors of less than one hundred (\$100.00) dollars will be paid on the next pay deposit.

**G 15.02 PAYMENT FOR DAY OF INJURY**

If an employee is injured on the job and the accident is recognized by WorkSafeBC, the Company will pay up to a minimum of eight (8) hours pay at the employee's hourly rate for the day of injury, provided WorkSafeBC does not pay anything for the day of the injury.

## ARTICLE G 16 – PROMOTIONS

### G 16.01 PROMOTIONS

Promotions and filling of vacancies within the Bargaining Unit are at the discretion of the Company and shall be made on the basis of skill, knowledge and ability. Where two (2) or more applicants are considered by the Company as equal, seniority shall apply.

### G 16.02 TRAINING COURSES

Employees voluntarily attending training courses at the request of the Company shall have their days off changed to accommodate the training course.

Example: - employee's days off Wednesday, Thursday, training course Monday to Friday, for that week the days off at the employee's option will be changed to Sunday, Saturday.

All time incurred for training and travel shall be paid at the employee's straight time rate. If an employee is required to attend (employee does not volunteer) any course, the overtime provisions of the Collective Agreement will apply and days off may not be changed. Prior to any employee being asked or required to go on any training the Shop Steward will be advised that this training will occur.

- (a) The Company agrees to pay into a special fund two thousand five hundred dollars (\$2,500) per year 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 on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
115 Gordon Baker Road  
Toronto, Ontario, M2H 0A8

The Company further agrees that Members of the Bargaining Unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

### G 16.03 NEW EMPLOYEES

New employees in all classifications, during their training period, shall receive ninety percent (90) of the starting rate for all training.

### G 16.04 NINE (9) MONTHS WORKED

All full-time hourly paid employees shall, upon completion of nine (9) months worked (excluding any absences) receive thirty cents (\$0.30) per hour less than the straight time rate. Such monies shall be contributed by the Company to an RRSP plan as outlined in Article G 17 and shall be subject to overtime rates.

**G 16.05 AFTER NINE (9) MONTHS SERVICE**

An employee with nine (9) or more months Company seniority who enters a higher classification will enter such classification at the three (3) month rate. Such employee shall receive the nine (9) month rate after three (3) continuous months in the higher classification. An employee with nine (9) or more months Company seniority that enters a lower classification shall enter such classification at the applicable nine (9) month rate for that classification.

**ARTICLE G 17 – GROUP RRSP**

**G 17.01 GROUP RRSP**

The Company will provide a group RRSP with the following conditions:

- (a) A full-time employee, after nine (9) months worked, shall enroll in the plan as a condition of employment.
- (b) Upon termination an employee may collapse, transfer, or dispose of in any way the RRSP registered to them.
- (c) An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.
- (d) An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP without the prior approval of the Company except as provided in clause (b).
- (e) One dollar and ten cents (\$1.10) for employees except Mechanics, and one dollar and sixty-five cents (\$1.65) for Mechanics per each hour worked.
- (f) All Company RRSP contributions shall cease at age seventy (70).
- (g) All employee and Company RRSP contributions shall be deposited into the employee's account on a monthly basis.

**ARTICLE G 18 – CONTRIBUTORY WELFARE PLAN**

**G 18.01 BENEFIT PLAN**

The Company will arrange a welfare plan providing the following benefits for regular full-time employees on a cost-sharing basis of eighty percent (80%) by the Company and twenty percent (20%) by the employee.

The Company shall pay the employee's share of the fringe benefit package when an employee receives Weekly Indemnity benefits for twenty (20) or more consecutive working days for the duration of the Short-Term Disability on Weekly Indemnity.

Regular full-time employees over the age of sixty-five (65) shall, continue to receive the benefits listed below (except LTD) on the above cost sharing basis.

Employees who reach the age of seventy (70) shall be entitled to benefit coverage for Extended Health, Dental and Medical Services Plan only.

All benefit coverage will cease upon retirement or termination of employment or as outlined after a period of disability.

After the use of twenty (20) weeks of the loss of income benefits and the expiration of the benefits available under Employment Insurance, the Company will provide a long-term disability plan for all full-time employees that provide a weekly income that is sixty-six and two thirds percent (66 2/3%) of an employee's wages to a maximum of five hundred and twenty-five dollars (\$525.00) per week to the age of sixty-five (65).

The Company will continue to provide the above benefits on the same cost sharing arrangement, (80% Employer - 20% employee) for employees in receipt of WorkSafeBC wage loss, in accordance with the applicable laws, rules and regulations of the Act.

The Company will continue to provide the above benefits on the same cost sharing arrangement, (80% Employer - 20% employee) from the end of the payment of short-term disability benefits until:

- (a) For employees under the age of sixty-five (65) at date of injury/illness, twenty-four (24) months after the original date of disability;
- (b) For employees over the age of sixty-five (65) but before age seventy (70) at date of injury/illness, eighteen (18) months after the original date of disability;
- (c) For employees over the age of seventy (70) at date of injury/illness, six (6) months after the original date of disability.

A detailed explanation of the Benefit Plan is contained in the Manulife Benefits Booklet dated November 13, 2013. For information purpose only, the following is a brief synopsis of the Plan:

- (i) Medical and surgical benefits under Medical Services Plan covering employees; and
- (ii) Extended health care benefits the language detailed on page five (5) of the Manulife Benefits Booklet dated November 13, 2013 shall be amended so as to provide a combined maximum of one thousand dollars (\$1,000.00) per calendar year for the use of all services provided, however the actual cost of the service will be reimbursed.

Example: Prior to ratification, a visit to the chiropractor costs forty-five dollars (\$45.00) and the employee is reimbursed eight dollars (\$8.00) to a maximum of two hundred and fifty dollars (\$250.00) per calendar year. The employee could access all services listed under the same or similar reimbursement practices.

After ratification, and under the amended language, the employee could visit the same chiropractor and be reimbursed reasonable and customary costs of forty-five dollars (\$45.00) to a maximum of one thousand dollars (\$1,000.00). The employee and covered persons (spouse/dependent) could access all services listed and be reimbursed the reasonable and customary costs of the visits, however the maximum

amount of reimbursement is capped at one thousand dollars (\$1,000.00) for all services combined.

- (iii) Employee and dependent life insurance (benefit reduces to fifty percent (50%) at age sixty-five (65) and terminates at age seventy (70)).
- (iv) Dental coverage is as detailed in the Manulife Benefits Booklet dated November 13, 2013.
- (v) Weekly income (Short Term Disability) that provides a weekly income that is seventy percent (70%) of an employee's wages to a maximum of five hundred twenty-five dollars (\$525.00) per week for a maximum period of twenty (20) weeks with payment on the third (3<sup>rd</sup>) working day of illness (reduced to the first (1<sup>st</sup>) day of illness if the employee is off ten (10) working days or more) and payment on the first (1<sup>st</sup>) day of illness if hospitalized overnight or in the event of an accident (coverage terminates at age seventy (70) or upon retirement or termination of employment).
- (vi) Accidental death and dismemberment (coverage terminates at age seventy (70) or retirement or termination of employment).
- (vii) Vision Care, upon presentation of receipts, to a maximum value of three hundred and fifty dollars (\$350.00) every two (2) years (coverage terminates upon retirement or termination of employment).
- (viii) Company may require a doctor's certificate at any time for any absence and the Company agrees to reimburse the employee if there are any costs for the medical certificate upon presentation of a receipt.

#### **G 18.02 DURING AN INJURY OR ILLNESS**

- (a) When an employee is injured as a result of a motor vehicle accident and the employee chooses to claim for injuries from a third party insurer, that employee shall not receive any benefits under the loss of income plan and shall be responsible for the full cost of benefits if their absence exceeds twenty (20) working days and they shall have their vacation pay prorated for the time lost and shall not earn any Statutory Holiday pay which occurs during their absence from work.
- (b) When an employee is injured or ill that is WorkSafeBC compensable, that employee shall not be entitled to any benefits under the loss of income plan.

#### **G 18.03 RE-OCCURRENCE**

If an employee, within fourteen (14) days of returning to work following a period of disability for which benefits were received, again becomes totally disabled due to the same or related cause, this latter period of disability will be considered a continuation of the previous period. The benefit which was payable to the employee during the former period of total disability will be reinstated and the elimination period will be waived.

## **G 18.04 NO BENEFITS PAYABLE**

### **Short-Term Disability**

No benefits are payable for any disability resulting directly or indirectly from:

- (a) any illness or injury which arises out of or in the course of employment, unless the employee's claim has been denied by WorkSafeBC;
- (b) medical or surgical care which is performed solely for cosmetic purposes;
- (c) war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
- (d) the committing of an assault or criminal offence;
- (e) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the employee's blood contained more than 80 milligrams of alcohol per one hundred (100) millilitres of blood at the time of injury; or
- (f) self-inflicted injuries or illnesses, unless medical evidence establishes that the injuries are related to a mental health illness.

### **Long-Term Disability**

No benefits are payable for any disability resulting directly or indirectly from:

- (a) self-inflicted injuries or illnesses, unless medical evidence establishes that the injuries are related to a mental health illness;
- (b) war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
- (c) medical or surgical care which is not medically necessary;
- (d) the committing of or the attempt to commit an assault or criminal offence;
- (e) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the employee's blood contained more than eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood at the time of injury;
- (f) abuse of addictive substances, including drugs and alcohol, unless the employee is actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial; and
- (g) a pre-existing condition which causes Disability within the first twelve (12) months of insurance under this Benefit. A pre-existing condition is any injury or illness (whether diagnosed or not) for which an employee was treated or attended by a Physician, or for which drugs were prescribed, within ninety (90) days prior to the date the employee's insurance under this Benefit became effective.

**G 18.05 BENEFITS**

No benefits are paid during any period while the employee is:

- not under the regular care of a physician;
- on maternity leave of absence;
- receiving, or would have been entitled to receive had proper application been made, any disability benefits for WorkSafeBC or similar coverage;
- or, imprisoned.

**G 18.06 DATE OF LOSS OF INCOME BENEFITS**

Loss of Income Benefits will cease on the earliest of the date:

- the employee ceases to be totally disabled;
- the employee works in any occupation for wage or profit;
- the employee fails to supply satisfactory proof of continuous total disability, or refuses a medical examination by a physician chosen by the carrier;
- on which payments have been paid up to the twenty (20) weeks;
- the employee attains the age of sixty-five (65), or retires, if earlier; or the employee dies.

**G 18.07 CONVERSION FROM CASUAL TO FULL-TIME**

When a casual employee is promoted to full-time, the number of hours accrued as a casual will be credited to the qualification to benefits including vacation entitlement. In other words, if a casual has worked a cumulative five hundred (500) hours they are entitled to the Welfare package and if they have a cumulative one thousand five hundred (1500) hours of service, they would be entitled to the RRSP plan. In other words, if a casual has worked one thousand one hundred twenty-five (1125) hours, they would only have to work an additional three hundred seventy-five (375) hours to qualify for RRSP contributions and receive the top rate of pay. Immediately upon moving from casual to full-time and the casual does not have one thousand five hundred (1500) hours of service the premium paid to casuals shall not apply.

**G 18.08 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Company will enroll in a Employee and Family Assistance Program.

**G 18.09 DEATH BENEFIT**

In the event of an employee's death, the Company shall pay one thousand dollars (\$1,000.00) towards the employee's family to help cover funeral costs.

**G 18.10 SICK DAY BANK**

- (a) On April 1<sup>st</sup> of each calendar year, each full-time employee shall have sixteen (16) hours credited to their sick day bank for use during the year for days not covered by the Health and Welfare Plan or for family emergencies, medical and appointments. The sixteen (16) hours may

be used in portions of no less than two (2) hours and no greater than ten (10) hours.

- (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.

## **ARTICLE G 19 – TECHNOLOGICAL CHANGE AND RELATED SEVERANCE ALLOWANCE**

### **G 19.01 EMPLOYEE WITH ONE (1) OR MORE YEAR(S) OF SERVICE**

An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by one (1) of the two (2) following methods, it being the choice of the affected employee as to which method of calculation is used:

- (a) one (1) week's pay for each year of employment during their last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate to a maximum of thirty (30) weeks' pay.
- (b) two percent (2%) of an employee's total earnings for the last period of continuous service to a maximum payment equal to one thousand two hundred (1,200) hours at the employee's regular rate.

### **G 19.02 EMPLOYEE'S OPTION**

At the time of separation, the employee shall have the option of receiving the severance allowance upon termination or electing to have it held in abeyance for up to one (1) year from the date of termination. They may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.

### **G 19.03 NOTICE**

An employee for whom no employment is available will be given at least thirty (30) days' notice of separation.

## **ARTICLE G 20 – WORKPLACE HARASSMENT**

### **G 20.01 COMPANY COMMITMENT**

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.

**G 20.02 ALL ALLEGATIONS**

Any allegations of harassment involving employees of FirstCanada ULC will be dealt with through this Article.

**G 20.03 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 reasonable effort to ensure that the name of the complainant and/or the 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, they must be prepared to be identified so that the respondent is informed of the allegations and has the opportunity to respond.

**G 20.04 WORKPLACE HARASSMENT IS DEFINED**

as unacceptable, unwelcome conduct or comment that has the effect of:

- causing intimidation, offence 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.

**G 20.05 BRITISH COLUMBIA HUMAN RIGHTS ACT DISCRIMINATION**

is categorized by:

- race;
- color;
- 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.

**G 20.06 HOW WHERE AND WHEN**

Harassment may occur during one (1) 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.

**G 20.07 ALSO MAY INCLUDE**

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

- verbal or physical abuse;
- derogatory remarks;
- display of pornographic or offensive materials;
- unwelcome invitations or requests;
- innuendoes 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.

**G 20.08 FORMS OF HARASSMENT**

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

- sexual harassment;
- personal harassment;
- place of origin/racial/ethnic/colour harassment;
- physical/mental disability harassment;
- religious harassment;
- age harassment;
- marital/family harassment;
- sexual orientation harassment.

**G 20.09 PERCEPTION**

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

**G 20.10 SEXUAL HARASSMENT**

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

- sexual advances;
- request for sexual favours;
- 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.

**G 20.11 IMPROPER CONDITIONS**

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.

**G 20.12 WORKPLACE HARASSMENT ADVISORS**

- (a) FirstCanada ULC and Unifor Local 114 agree to appoint two (2) individuals to serve as Workplace Harassment Advisors. These individuals will receive Company-funded training on:
- the issue of harassment;
  - harassment policy and procedures;
  - their role as harassment advisors.
- (b) The role of these advisors is to:
- be neutral and non-advocacy in nature;
  - advise and support, at each stage of the process, employees involved in harassment;
  - provide advice to all employees on harassment issues;
  - provide information on counselling available to individuals involved in harassment;
  - provide regular status reports, including statistical data on complaints.

**G 20.13 COMPLAINT AND INVESTIGATION PROCEDURE**

- (a) 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 grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the Parties.
- (b) This procedure is not intended to preclude any other existing recourse that may be available to an employee.
- (c) The complaint process, once initiated, will be expedited as quickly as possible.

**G 20.14 GUIDELINES TO COMPLAINANTS**

- (a) Employees who believe that they have been harassed are encouraged to talk to whomever they feel comfortable talking to, including any one (1) of the Harassment Advisors, Job Stewards, Managers or co-workers. They should then be encouraged to discuss their concerns with one (1) of the Harassment Advisors. The Advisors have been trained to offer advice, assistance and support on how to deal with harassment concerns.

- (b) Complainants are encouraged to make known to the alleged respondents(s) that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behaviour, the complainants should continue through the process.
- (c) If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly this step may be skipped.

#### **G 20.15 INFORMAL COMPLAINT PROCESS**

- (a) At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a Representative.
- (b) The complainant, with the advice of the Workplace Harassment Advisor, 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 Advisor;
  - 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.
- (c) 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.
- (d) 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.

#### **G 20.16 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.

#### **G 20.17 FORMAL REVIEW**

A request for a formal review must be submitted in writing to the Company Manager who will immediately notify the National Staff Representative. A formal review will be jointly conducted by a Company Representative from outside Kamloops and the National Staff Representative or designate. The formal review or investigation will involve interviewing 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 with the interviewers. Each Party will be

advised of their right to representation at any stage of the process. A joint report or separate reports may result from the investigation. The Manager's report will be submitted to the Company president with recommended resolutions. The Company and the Union will advise the complainant and the respondent of the final resolution.

Complaints of sexual harassment will be initiated at the formal review stage.

**G 20.18 FORMAL REVIEW RESOLUTION**

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

**G 20.19 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.

**G 20.20 RECORD OF COMPLAINTS**

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

**G 20.21 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 policy.

**G 20.22 RETALIATION**

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

**SECTION O**

**ARTICLE O 1 – CHOOSING OF WORK**

**O 1.01 SIGN UP**

(a) A new sign-up shall take place, no fewer than four (4) times per year, in accordance with the sign-up 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 Employer may introduce additional sign-ups and may extend the period of a sign-up as required to a maximum of eighteen (18) weeks. A common sign-up will be in force for a period no longer than sixteen (16) weeks, with the agreement that if there is no service change in January, the Company will ensure a sign-up is implemented by mid-December.

- (b) 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 of Kamloops, 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.
- (c) When there are five percent (5%) changes to the schedule the Company shall consult with the Union Runs Committee before the sign-up schedule is finalized and two (2) Members of the Union Runs Committee shall have three (3) days at straight time rates to review the schedule. The new sign up schedule will include the run paddles and the new index roster containing the index report and finish times, the days off for each index, and the index's payroll information.

#### **O 1.02 RUN/SHEET COMMITTEE**

- (a) Whenever possible the Company shall give the sign-up to the Runs/Sheet Committee, so that it can be posted, four (4) weeks before implementation. The Union will make every effort 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.
- (b) The Union Sheet Person Sign-Up Representative shall be scheduled to assign the sign-up date and times for employees to bid and will be paid for eight (8) hours at straight time rates. Employees who have not signed for themselves, in person or by proxy, by their posted time will be assigned a bid closest to their last bid.

#### **O 1.03 CHOOSING OF WORK**

- (a) Operators shall pick their work according to their classification seniority. The Senior Operator shall have first choice of all work for which they are qualified and able to work. The first Senior Operator shall be followed by the second (2<sup>nd</sup>) in seniority and so on until all work is filled. Operators not present for sign-up shall give their choices to the Sign-Up Representative, by email, one (1) week prior to the commencement of sign-up. If no choice slip is received, then the Sign-Up Representative will assign the Operator with a similar shift as they are currently working. The primary focus will be days off then like hours.
- (b) Service shifts will continue to be signed at each sign up as per the current practice, however, once signed, the incumbent will work the shift signed for the duration of the sheet; there will be no posting out.
- (c) Occasional vacancy in the service bay or occasional extra shifts will continue to be assigned from the board as per current practice, but hours worked in a service position will not be charged against the casual for

seniority purposes in selection or assignment of further work. In other words, only driving shifts will be calculated for status on further work.

- (d) The casual signing the shift that works in the service bay on weekends as the day off shift will likewise not have service hours charged for driving assignments when they come back onto the board for driving shifts following their service time.
- (e) Any casual qualified as a Mechanic who is assigned Mechanics duties will also likewise not have hours served as a Mechanic charged against them for driving assignments when they return to the board for driving shifts.
- (f) If for some reason any service bay position is not signed up, the most junior casual based on date of hire will be forced, anyone signing or forced into an unsigned service shift for a sheet who has not been trained will be given necessary training by the service instructor.

#### **O 1.04 POSTING OF SHEETS**

The Company agrees to post sheets advertising all available work, coupling like hours with like hours whenever possible and allow all employees to sign for such work according to seniority, as provided for in this Article.

#### **O 1.05 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.

#### **O 1.06 INDEX POSTING**

1. Once an index has been vacated for twenty-one (21) days the index will be posted for casual Operators to bid in seniority order. If the casual Operator who successfully posted into the index is unavailable to work, due to illness or injury, then the index will be available for an immediate rebid, without a twenty-one (21) day re-posting.

If at any time during the sheet either the fulltime employee or the Senior Casual return from illness or injury, then they will post back into the index and the junior casual will resume in the casual list rotation.

2. A casual who has requested that an index be posted for further notice may not pass the further notice to a junior Operator.

If the most Senior Casual Operator requests an index be posted further notice, they will be assigned to the further notice shift, without posting. The Company shall post an information bulletin in such circumstances.

3. All further notice shifts shall start on a Sunday.
4. An index posted for further notice will not be assigned after 12:00 on a Thursday for the following week.
5. An Operator signed up as a Holiday Relief Operator may not request that an index be posted for further notice.

6. A Holiday Relief Operator relieving a casual Operator who has signed a further notice shift, shall have the option of assuming that further notice shift, instead of the casual position of the Operator on Annual Vacation or Banked Stats, provided they inform the Company of their intention to do so on the Wednesday preceding.
7. Where an Operator whose index has been assigned as a further notice shift returns to the job, the casual Operator who holds such further notice shift shall, if not laid off, return to the casual list with days off as assigned by the Company.
8. Casual Operators on a posting cannot bid on a posting until that posting is done.
9. The casual Operator posted into the index shall not be eligible for benefits as detailed in Article G 18.

**O 1.07 CUSTOM INDEX**

Custom transit sign-up must have start and finish times on all runs, except three (3) runs may be variable, and once the sign-up has started, there can be no alterations done to the sign-up, unless it's an emergency. The Union will be advised when such emergency alterations have occurred.

**ARTICLE O 2 – UNIFORMS**

**O 2.01 UNIFORMS FOR EMPLOYEES**

All employees shall be provided with new uniforms, the cost of which shall be borne by the Company. Casual Operators shall be provided with a minimum of two (2) regulation shirts and one (1) tie. Employees are only authorized to wear their uniform issue when on duty or are on their split.

**O 2.02 SUMMER REGULATIONS**

During the warm weather, defined within the period March 1<sup>st</sup> to October 31<sup>st</sup>, as per Company bulletin, employees will be permitted to wear the uniform issue short pants and remove their uniform jackets and ties, provided they are wearing a regulation shirt.

**O 2.03 TIDY APPEARANCE**

All uniformed employees will appear for work in clean clothing and will, at all times, maintain a tidy appearance.

**O 2.04 UPON TERMINATION**

- (a) Operators who terminate may keep all their uniforms issued except their winter jacket, provided they have been in the continuous employ of the Company for one (1) year from the receipt of their uniforms.
- (b) Operators who terminate after two (2) years continuous service from the date of receipt of their winter jackets may also keep same.
- (c) Any employee who terminates with less than one (1) year of service from the date of issue of jacket and/or pants must return same.



- (d) Where an employee chooses to keep their Uniforms as set out in the foregoing, may do so provided that all Company Crests are removed and returned to the Employer.

**O 2.05 CLEANING ALLOWANCE**

- (a) All Operators in possession of a uniform will receive, to defray their cleaning cost of their uniforms, a monthly cleaning allowance of twenty-five dollars (\$25.00).
- (b) Clerical Staff shall receive fifteen dollars (\$15.00) per month to defray the cost of cleaning and repair of uniform entitlement.

**O 2.06 UNIFORM ISSUE**

- (a) All drivers shall be entitled to:
  - (i) Two (2) pair pants;
  - (ii) Two (2) pair shorts;
  - (iii) Two (2) long sleeved shirts;
  - (iv) Three (3) short sleeved shirts;
  - (v) One (1) summer jacket;
  - (vi) One (1) winter jacket;
  - (vii) One (1) safety vest.
- (b) The Company shall pay for the cost of repairing a uniform, provided the damage is sustained in the course of duty.
- (c) The above issue for drivers shall be replaced on proof of need.
- (d) Employees requiring an accommodation regarding their issued uniform items must put their request in writing and submit to their Manager for consideration.
- (e) Clerical staff shall be entitled to each of the following uniform items:
  - (i) Two (2) Shirts;
  - (ii) Two (2) Pants;
  - (iii) One (1) Shorts;
  - (iv) One (1) Skirt;
  - (v) Safety Vest(s).Items to be replaced on proof of need.

**ARTICLE O 3 – STATUTORY HOLIDAY PAY**

**O 3.01 STATUTORY HOLIDAY PAY**

All Full-time employees shall receive their day's pay (minimum/maximum eight (8) hours) for each of the Statutory Holidays named in Article G 11.01, except where it is an employee's day to work and they book off.

Casual Employees will be granted holiday pay in accordance with the provisions outlined in Employment Standards.

### **O 3.02 QUALIFYING CONDITIONS**

The employees must have been employed for thirty (30) days and must have worked ten (10) of the thirty (30) days preceding such holiday unless failure to work was due to any of the following events:

- (a) The employee is on their authorized paid vacation.
- (b) The operation in which the employee is engaged is curtailed or discontinued by the decision of the Company, and which curtailment or discontinuance changes or eliminates the employee's scheduled work day after such holiday.
- (c) A trade in shifts agreed upon between employees and approved by the Company results in a temporary change of the schedule work day before or after the holiday, provided the employee works the shift agreed upon.
- (d) The employee is on a leave of absence authorized by the Company.
- (e) An employee who has been on the payroll for more than one hundred and twenty (120) days and has been prevented from qualifying because of sickness or injury shall still qualify if they have worked at least one (1) day during the thirty (30) days just preceding the holiday and meets the requirements of 14.02 above.
- (f) An employee shall not receive the above provided holiday pay if they have agreed to work on such holiday and fails or refuses to work, except in the case of bona fide sickness or other bona fide reason approved by the Company which prevents their working on such holiday.
- (g) An employee on WorkSafeBC whose absence from work includes the Statutory Holiday shall not receive any Statutory Holiday pay that falls within the period of their absence. An employee who banks Statutory Holidays and has already taken the time off will be allowed to pay back the time owed either from banked overtime or future vacation credits.
- (h) All employees who qualify shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked. Where an Operator works an index, which is less than eight (8) hours, including Mechanical Inspection Time (MIT), they shall be paid one and one-half (1.5) times their hourly rate for a minimum of eight (8) hours. There will be no compounding of spread-over pay or shift premiums, however the overtime provisions shall apply to MIT.

### **O 3.03 STATUTORY VACATION WHILE ON VACATION**

When a Statutory Holiday falls during an employee's vacation the employee may request two (2) weeks in advance of their vacation that an additional day with pay be added to his vacation and the Company will approve subject to operational requirements. Employees will have the option of banking a lieu day or being paid out.

Employees who are on a regularly scheduled day off or on annual vacation will not be able to sign work on a Statutory Holiday. If at the end of a sign-up, as described in 13.02, there are no Operators available to work vacant shifts, the Employer may ask for volunteers first on days off, then on annual vacation, to work the Statutory Holiday. These Operators will sign any unsigned work, in order of seniority.

## **ARTICLE O 4 – HOURS OF WORK**

### **O 4.01 NORMAL WORK WEEK FOR TRANSIT OPERATORS**

Normal work week for Transit Operators shall be five (5) days, forty (40) hours, except that an employee being paid the sixty percent (60%) rate is not subject to the normal work week provision. At sign-up time an employee who changes days off does not constitute a penalty to the Company.

The Company agrees that if an additional index of thirty-seven (37) hours or more per week (including Mechanical inspection time, and travel time) can be constructed, within a daily twelve (12) hour spread, the Company shall construct same and post that index for sign up as a full-time position.

### **O 4.02 SPLITS**

Splits of twenty-five (25) minutes or less shall be paid as one (1) shift.

### **O 4.03 NORMAL WORK WEEK FOR OFFICE STAFF**

Normal work week for office staff shall be five (5) days, full-time office staff shall be five (5) days, thirty-five (35) hours to a maximum of forty (40) hours with consecutive days off. Normal work week for Custom Operators dispatcher and clerk shall be five (5) days, forty (40) hours with consecutive days off.

### **O 4.04 CUSTOM OPERATORS**

Normal signed up work week for full-time Custom Operators shall be five (5) days, minimum forty (40) hours.

At sign-up time, an employee who changes days off does not constitute a penalty to the Company.

Custom Operators will be scheduled with ten (10) minutes at the end of their shift to complete their paper work and post trip inspection.

Custom Operators will be paid two (2) fifteen (15) minute coffee breaks per eight (8) hour shift and one (1) hour unpaid lunch break.

### **O 4.05 CASUAL EMPLOYEES**

It is agreed that the following rules shall govern the allocation of casual work.

1. Casual Operators must indicate by 12:00 noon, their preference for the following day's work. Work for Saturday, Sunday and Monday shall be posted and signed for on the preceding Friday by 12:00 noon.
2. Any casual Operator not indicating preferences or whose preference was taken by a Senior Casual Operator shall, in accordance with seniority, be assigned work as follows:

- (a) the earliest finishing AM eight (8) hour special or vacated index;
  - (b) the earliest starting eight (8) hour AM stand-by shift;
  - (c) the earliest starting eight (8) hour PM stand-by shift, eight (8) hour special or vacated index.
3. The completed Overnight Sign-up sheet will be posted by the Company by 16:00 hours.
  4. It is the responsibility of each casual Operator to check the Overnight Sign-up sheet for final allocation of the following day's work.
  5. Any work developing after 12:00 noon shall be posted on the Overnight Sign-up sheet for coverage.

Casuals work is distributed among casuals on a rotational basis as per past practice.

- (a) Casual employees shall be defined as employees who are provided work on a regular or irregular basis and due to insufficient operating hours cannot sign an index/shift of thirty-seven (37) hours or more.
- (b) Casual employees who work a full index shall be paid the same hours as the full-time employee who normally works that index.
- (c) It is agreed that casual Operators who have successfully completed their probationary period outlined in (f) below, will, qualifications being equal, by seniority, be promoted into full-time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that full-time employees, applying for the same positions will be selected for these posted positions before any casual Operator who has applied. Benefits for promoted casuals shall apply fourteen (14) days after their appointment unless the plan rules dictate otherwise.
- (d) Casual employees may be laid off from the casual list in inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casuals shall retain their seniority for one (1) year to which they shall be reinstated to the casual list where it becomes necessary to expand the work force subject to the recall provisions under 10.06 of the Agreement.
- (e) Casual employees may leave their choice of work for the following day on the overnight sheet prior to 12:00 noon. If the casual employee status warrants their choice, the work will be assigned to them as chosen. Casual employees not leaving a choice or leaving a choice for work they do not qualify for, they will be assigned work on the basis of the longest piece (or pieces) to the senior employee. When two (2) or more pieces of work comprise the same hours, the work will be assigned to the senior

employee on the basis of earliest finish time first.

(f) All casual Operators who are entitled to accrue seniority, as per 10.08, will be subject to a four hundred eighty (480) hours probationary period to enable the Company to properly assess their capabilities to carry out the duties assigned to them.

(g) Casual Operators entitlement to Statutory Holiday pay shall be governed by the Employment Standards Act of B.C. (The Statutory Holidays are outlined in Article G 11). A casual Operator working on a Statutory Holiday shall be paid as per the Collective Agreement.

All casual Operators shall be paid four percent (4%) of total earnings as annual vacation pay and payments of the year shall be made at the end of February each year. Casual Operators who worked seven thousand (7000) hours or more shall be paid six percent (6%) of total earnings and shall be paid at the end of February.

(h) Casual Operators may request, by signing the appropriate form by December 31<sup>st</sup> that vacation pay be paid in increments or paid in one (1) lump sum.

(i) Casual Operators when hired shall be paid the starting rate (outlined in Appendix A) of the classification they are working in. In addition, after five hundred (500) hours of work, the casual Operators will be paid the three (3) month rate, and after fifteen hundred (1500) hours, shall be paid the nine (9) month rate, as per Appendix A of this Agreement. If a full-time employee is laid off, there will be no probationary period as a casual. The hours accumulated as a full-time employee will be added as a casual. After one thousand five hundred (1,500) hours casual Operators shall be paid the one thousand five hundred (1,500) hour rate as specified in lieu of benefits.

(j) Casuals shall apply for vacation with a request for a LOA a copy of which shall be forwarded to the Shop Steward. Requests for vacation LOA's shall not be unreasonably withheld.

(k) Casual Employment to Full-Time

It is agreed that when a casual employee is promoted to full-time, the number of hours accrued as a casual will be credited to the qualification to benefits (including vacation entitlement). In other words, if a casual has worked one thousand one hundred twenty-five (1,125) hours, they would only have to work an additional three hundred seventy-five (375) hours to qualify for full benefits. Immediately upon moving from casual to full-time the premium paid to casual shall not apply. On the other hand, if a casual employee has over one thousand five hundred (1,500) hours of service and is promoted to full-time they would be eligible for benefits as soon as they are appointed to the full-time position.

- (l) The above reference to casual Operators shall include all casual employees and casual classifications shall apply where applicable.
- (m) Casual office staff that are promoted to full-time, the number of hours accrued as a casual will be credited to the qualification for benefits (including vacation entitled). The basis for the calculation shall be one thousand five hundred (1,500) hours.
- (n) After accumulating two hundred (200) hours, casual Operators at their option shall have the opportunity to apply to be trained for both conventional and Custom Operators, in order to increase their casual hours.
- (o) Casual hours in the office will be rotated amongst the office casuals with the equal distribution of available work.

#### **O 4.06 COMPRESSED WORK**

Notwithstanding the foregoing, the Employer may institute shifts that entail four (4), ten (10) hour days per week with three (3) consecutive days off or with two (2) consecutive days off with a third (3<sup>rd</sup>) as a floater.

Where ten (10) hour shifts are implemented, any reference (Article O 5) to overtime pay after eight (8) hours shall be deemed to be after ten (10) hours.

Should the Company implement compressed work/shifts, it will not result in the lay-off of any full-time employees or their displacement to casual. The Runs Committee will participate in the development of any compressed work/shifts.

Only by mutual agreement of the Employer and the Union, will other alternate shift schedule arrangements be introduced in which case the Runs Committee will participate in the development of the shift schedule.

#### **O 4.07 CASUAL EMPLOYEES DAYS OFF**

Casual employees will sign for one (1) day off each week by Company seniority. The Company will allocate the number of spaces to be signed on each day of the week. There will be no embargo on any day of the week; however, there may be a different allotment on each day of the week. This day off sign up will be posted at each regular sign up and will be in effect for the life of the sign up.

Casual employees will have the option to sign for an additional day off each week. This election will be made in advance of each regular sign up and will be in effect for the life of the sign up. Employees who elect to sign for two (2) days off per week shall be credited with six (6) hours worked for the second (2<sup>nd</sup>) day off for equalization purposes. Employees will sign for their additional day off after the sign-up of the first day off is complete.

When a casual driver books off a day during the week, the hours that the casual driver would have been assigned on that day will count towards the equalization for the driver for that week.

This will not apply to Employees that book-off due to illness, WorkSafe or emergent personal needs. Documentation may be requested for verification. SEE LOU #11

**O 4.08 INCLEMENT WEATHER**

A casual driver assigned an indexed run or tripper, will be paid the full run for the day in the event the run is cancelled because of inclement weather.

**O 4.09 LACK OF EQUIPMENT**

When no work is available for an employee due to equipment breakdown or lack of equipment, the employee will be paid for all assigned hours for that day.

**O 4.10 COMPLETION OF ACCIDENT/INCIDENT REPORTS**

Employees required to complete an accident or incident report, as a result of an accident or incident occurring during working hours, shall be paid thirty (30) minutes at straight time rates for each report. These reports must be submitted to the office within one (1) hour of the completion of the shift. Requests made during off-duty hours must be submitted to the Company within two (2) hours.

**ARTICLE O 5 – OVERTIME**

**O 5.01 OVERTIME**

Overtime rates shall be paid for all work performed as follows:

- (a) For Employees working an eight (8) hour day, one and a half (1.5) times the regular rate for any work in excess of eight (8) hours, in any one (1) day. For employees working a ten (10) hour day, one and a half (1.5) times the regular rate for any work in excess of ten (10) hours in any one (1) day. Overtime shall be paid in accordance with the Averaging Agreement, being Letter of Understanding #15 between the Parties.
  - (i) Employees working on a Statutory Holiday shall receive 1.5 times the regular rate of pay for work of eight (8) hours or less. Makeup time shall not be paid if applicable.
  - (ii) Employees working on a Statutory Holiday shall receive two (2) times the regular rate of pay for work in excess of eight (8) hours, in any one (1) day.
  - (iii) Employees working on Christmas Day shall receive two (2) times the regular rate of pay for all work including MIT but excluding any make-up time if applicable.
  - (iv) Employees working on a Statutory Holiday that falls on a Sunday shall receive two (2) times the regular rate of pay for all work excluding makeup.
- (b) Two (2) times the regular rate for any work in excess of twelve (12) hours, excluding any makeup time, in any one (1) day.
- (c) Call Time
  - (i) An employee called in on their work day shall receive a minimum

- of two (2) hours at one and a half (1.5) times the straight time rate.
- (ii) On an employee's day off, they shall be paid one and a half (1.5) times the straight time rate for all time worked, and the minimum pay shall be the equivalent of four (4) hours at straight time rates. After four (4) hours the rate shall be two (2) times the employee's rate of pay.
  - (d) Employees may bank overtime pay (exceeding ten (10) 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.
  - (e) All scheduled overtime shall be offered first to regular full-time employees who are on the overtime roster and then to the casual employees, then from the top of the list of that classification.
  - (f) An employee working the New Year's Eve extended service shall be paid one and a half (1.5) times the regular rate for all hours worked, and shall in addition be given the equivalent time off for all time worked.
  - (g) Employees on the overtime roster that are already working will be called before those who are on a day off.
  - (h) At the Company's discretion, and where the Company deems it necessary that overtime shall be worked by regular full-time employees, such overtime shall be offered by seniority. Employees including service and Mechanical personnel interested in working overtime shall make their intentions known on a sheet provided for this purpose at each sign up including any exceptions as to their availability at sign up, which shall be available at all times. Operators showing their availability for overtime may refuse for any reason and overtime shall be voluntary, however, if an employee turns down overtime three (3) times during the term of the sign up their name shall be removed from the list. Casuals accepting overtime shall not have those hours applied, for the purpose of the next day's work. Employees wishing to work overtime in the service bay must be qualified.
  - (i) Where an Operator makes a claim for overtime, the Employer shall accept or deny the claim, but in any circumstance the Operator shall be notified of the decision in writing should the overtime claim be denied.
  - (j) Effective date of ratification drivers who miss their return bus or cannot make a connection within fifteen (15) minutes to the shop due to a missed connection or unavailability may submit an additional travel time slip which shall be paid at straight rates as additional travel time.



## **ARTICLE O 6 – PROMOTIONS**

### **O 6.01 RELIEF SUPERVISOR**

From time to time, a Relief Supervisor may be utilized to provide relief for Management personnel, selected from the Bargaining Unit. Members filling such positions are subject to the following provisions:

- (1) The Relief Supervisor will not be involved in formal discipline. A steward that is being utilized as a Relief Supervisor will not be permitted to be the steward, for an incident, that may possibly lead to discipline, that occurred during the time that they were acting as a Relief Supervisor.
- (2) The Relief Supervisor, when relieving Management, will work a full shift as a Relief Supervisor and will not work as an Operator except in cases of emergency.
- (3) Shifts will be rotated from the pool of Relief Supervisors. Days off may be changed to provide relief, in which case a Casual will fill in for the Operator shift vacated. A Relief Supervisor working their day off may bank the day at straight time for use at a later date or added to their regular pay.
- (4) The Relief Supervisor will be paid forty (40) hours at the Operator rate of pay plus a three-dollar (\$3.00) premium for hours worked as relief. All overtime rates will apply (except as per #3).
- (5) This position will not be used to fill the "Acting Maintenance Coordinator" position.

### **O 6.02 VACANCIES**

Job vacancies shall be posted on bulletin boards for five (5) working days in order that employees may apply, except that the Company may assign an employee to the posted position before the posting expires. This does not preclude the Company at the time of the posting from advertising outside the organization.

## **ARTICLE O 7 – WAGE RATES**

### **O 7.01 SPREAD-OVER PAY**

The Operator's 1 rate of pay shall apply for each hour or portion thereof in excess of ten (10) hours and shall be calculated at the rate of Operator 1 plus twelve- and one-half percent (12.5%) for every hour in excess of ten (10) hours and this premium shall not attract overtime.

### **O 7.02 OFFICE CLERK**

An Office Clerk who replaces an Accounting Clerk for vacation relief or for illness shall be paid the accounting clerk rate of pay.

Office clerical staff shall be paid the Dispatch rate for all hours worked on Saturdays.

**O 7.03 DRIVER TRAINER RATE**

A driver trainer so designated by the Company shall, in addition to their hourly rate of pay, receive two dollars and fifty cents (\$2.50) per hour for each hour they are training.

**O 7.04 LINE TRAINERS**

- (a) Working driver trainers, so designated by the Company, shall receive a premium of one dollar and fifty cents (\$1.50) per hour while so employed, with a two (2) hour minimum.
- (b) Working driver trainers must have been employed as an Operator for a minimum of twelve (12) months and not have had a preventable accident for a period of six (6) months.
- (c) Working driver trainers will familiarize trainees in revenue service with routes, timing points, fares and transfers. At times when authorized by the Company, working driver trainers will allow trainee Operators to operate in revenue service.
- (d) The Company agrees that an employee is not compelled to train new employees and no disciplinary action will be taken if they refuse to train new employees.

**O 7.05 SERVICE PERSON TRAINER**

A serviceman trainer so designated by the Company shall, when so employed as required by the Company, receive the Operator's rate.

**O 7.06 COMMUNITY BUSING**

- (a) Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats, not requiring an air brake endorsement (15), unless otherwise mutually agreed by the Parties.  

Conventional transit is all service provided by vehicles that have twenty-five (25) or more seats, unless otherwise mutually agreed by the Parties.
- (b) The Company agrees that it will maintain thirty-eight (38) conventional full-time indexes, which shall be paid at the conventional rates of pay, subject to any reduction in revenue hours provided by BC Transit. The thirty-eight (38) conventional positions are not subject to reduction due to resignations or retirements of conventional full-time employees. In other words, if an employee retires the Company will continue to provide thirty-eight (38) full-time conventional indexes subject only to a reduction in revenue hours provided by BC Transit.
- (c) The Company may construct shifts combining conventional and community bus service and the rate of pay shall be based on the hours of each service (for example a shift may be constructed composed of five and one-half (5.5) hrs conventional and two and one-half (2.5) hours community bus rate).
- (d) The Company agrees that if a conventional bus is operated in a

community bus application the conventional rate of pay shall apply.

- (e) It is the Company's intent with respect to any future community bussing for the work to be placed on the conventional side of the operation.
- (f) During the current term of the Collective Agreement, community bus service will be scheduled on a fixed route system with off route service, which time must be provided in the schedule.

**O 7.07 SHIFT DIFFERENTIAL**

Shift differential for transit Operators referenced in Article O 7.07 shall be paid at the Operator 1 rate of pay and shall constitute the shift differential.

**O 7.08 INTERIOR BUS OPERATOR**

If the Interior Bus Operator is required to be away from their home terminal overnight the Operator shall receive the cost of Lodging and twenty dollars (\$20.00) per meal (three (3) meals per day).

**ARTICLE O 8 – MINIMUM PAY FOR SHORT PIECES OF WORK**

**O 8.01 TWO (2) HOUR PIECE OF WORK**

An Operator (including a casual Operator) working a piece that is less than two (2) hours, including MIT, shall be paid a minimum of two (2) hours.

**O 8.02 MORE THAN ONE (1) PIECE OF WORK**

An Operator working an index that has more than one (1) piece of work in it, where one (1) or more pieces are less than two (2) hours, will be paid a minimum of two (2) hours unless the pay is from the start to finish of the shift uninterrupted, and provided that the split exceeds one (1) hour.

**O 8.03 ADDITIONAL WORK**

Where a scheduled shift is finished and the Company requests that the Operator continue past the scheduled work, the minimum pay for such continuance shall be two (2) hours at the hourly rate of pay. If the overtime provisions in Article O 5 exceed the minimum two (2)-hour pay, then the overtime provisions of Article O 5 shall apply for all time worked.

**O 8.04 NO RELIEF**

Operators who finish their scheduled run and have no relief shall:

- (a) Call their Supervisor to advise that their relief did not show.
- (b) If the Company requests that an Operator continue, then the provisions of Article O 8.03 shall apply.
- (c) If the Operator does not wish to continue, they shall go to the run terminus (if they are not there) and return to the garage with sign "Out of Service". They shall be paid overtime at one and one-half (1.5) times their hourly rate for the time over their scheduled run only.

## **ARTICLE O 9 – MECHANICAL INSPECTION TIME AND TRAVEL TIME**

### **O 9.01 PRE-TRIP INSPECTIONS**

In addition to the scheduled time, ten (10) minutes MIT shall be paid at the beginning of each index provided the bus has not previously had a MIT performed on it that day and eight (8) minutes Travel Time (TT) shall be paid at the end of each index, except that TT will not be paid to any Operator who books off mid shift. TT and MIT shall be paid once a day per index only. All MIT shall be stipulated on the indexes and shall, at the start of the indexes, be deemed as the time Operators are to report for work. Where an Operator starts and finishes their index in the same location with no split in the index, TT will not be paid. In addition to the running time on a shift where a bus is returned to the yard or when it is left unattended two (2) minutes shall be paid as a post trip inspection. Further, three (3) minutes shall be allocated to a run where a bus is taken over on route for the purposes of adjusting mirrors, seats and do a quick walk around their bus.

### **O 9.02 TIME TO BUILD A DAY**

MIT and TT shall accrue to building up an employee's daily eight (8) hour pay minimum, and also to the weekly forty (40) hour pay minimum provided for in this Agreement. Otherwise, all such reporting time shall be considered as time worked and shall be paid for accordingly.

### **O 9.03 EIGHT (8) HOURS REST**

All Operators shall receive an eight (8) hour rest period between an evening and morning shift.

### **O 9.04 INDEX CONSTRUCTION**

No run may be designed and posted for sign up exceeding twelve (12) hours total elapsed time.

### **O 9.05 EMPLOYEE PARKING**

The Employer will pay for eight (8) parking spots for employees at Fountain Tire or Lansdowne Village area. For drivers who do not start and finish work at the same location after 19:00 hours, the Company will either cut the runs so that the shifts start and end at the same location, pay thirteen (13) minutes travel time or provide transportation for drivers.

### **O 9.06 MECHANICAL INSPECTION TIME AND TRAVEL TIME**

It is agreed that Travel Time in the Collective Agreement applies to relief points at:

- (a) Lansdowne Exchange
- (b) Crestline and Fleetwood
- (c) Parkcrest and Singh
- (d) TRU Transit Exchange
- (e) Northshore (Sydney Street) Exchange

It is further understood that in the event that additional relief points are established by the Company or BCT, with no expansion of service, transportation will be provided and/or travel time to and from these additional points may be negotiated.

## **ARTICLE O 10 – SPREAD-OVER PAY**

### **O 10.01 SPREAD-OVER PREMIUM**

A premium of twelve- and one-half percent (12.5%) of the regular hourly rate will be paid for each hour or portion thereof of spread-over. Spread-over shall be paid at the Operator 1 rate of pay and that shall constitute the twelve- and one-half percent (12.5%) premium.

### **O 10.02 DEFINITION OF SPREAD-OVER**

Spread over is the time in excess of ten (10) hours from the beginning of the first piece of work to the end of the last piece of work including pre-trip and post trip for an eight (8) hour shift and spread-over shall apply after twelve (12) on a ten (10) hour shift.

### **O 10.03 DEFINITION OF TOTAL ELAPSED TIME**

Total elapsed time is the time from the report time for an employee's first piece of work until the finish time of an employee's last piece of work including pre-trip and post trip time.

## **ARTICLE O 11 – SENIORITY ROSTERS**

### **O 11.01 SENIORITY ROSTER**

Seniority rosters will be posted on a bulletin board accessible to all employees and brought up to date each three (3) months. Protests with respect to such seniority rosters must be made within thirty (30) days of such posting; otherwise the rosters shall stand as correct.

## **ARTICLE O 12 – VACATION**

### **O 12.01 VACATION SIGN-UP**

A Union sheet sign-up person will conduct the vacation sign up and will be paid up to thirty-two (32) hours at straight time rates. The following procedures will apply to the sign-up for annual vacations:

- (a) All annual vacations will start on Sunday and end on Saturday.
- (b) Operators will keep their regular days off prior to and after vacations, subject to signed indexes and spareboard rules.
- (c) The Company shall post no later than February 1<sup>st</sup> of each calendar year a vacation planner.
- (d) Employees will be assigned a date and time for sign up. Employees will bid in seniority order either in person, by phone or by proxy. The vacation sign-up will be completed by March 15<sup>th</sup>.

If an employee (Mechanic, driver, office, wash bay) hasn't signed their

vacations by their sign-up date and time and has not left their choice of vacations with the sheet sign-up person, then the sheet sign-up person will assign vacations the same as possible to those chosen the previous year.

- (e) No change shall be permitted after sign-up has started (defined as after the first person has signed) without the approval of the Union and the Company.
- (f) A Member shall use all accrued annual vacation entitlement, banked stat and floater stat time and shall not be paid out.

#### **O 12.02 VACATION RESCHEDULED**

A vacation shall not be re-scheduled or extended except in the case of a disability or illness which begins prior to the commencement of a vacation, or except in the case of an employee being required to attend court as a juror or witness for the Crown, then the vacation will be re-scheduled on request if the Company deems work arrangements permit. If it is not practical to re-schedule a vacation, then the employee shall receive pay in lieu of vacation. An employee must present a medical certificate on the prescribed form. In all cases, the Company will advise the Union before rescheduling or deferring vacations.

#### **O 12.03 VACATION BY SENIORITY**

Choice of vacation periods will be on a seniority basis, subject the Company's right to determine how many employees may be on vacation at one time. Wherever possible, vacations shall be signed up by March 15<sup>th</sup>. The annual vacation period will be between the first (1<sup>st</sup>) Sunday in April and the week beginning with the last Sunday in March the following year.

## SECTION M – MAINTENANCE

IT IS THE INTENTION OF THE PARTIES TO ESTABLISH A MAINTENANCE SECTION ONLY FOR THE PURPOSES OF IDENTIFYING ITEMS THAT ARE SPECIFICALLY FOR MAINTANCE EMPLOYEES. ALL ARTICLES WILL BE RENUMBERED. ALL OTHER ARTICLES AND LOU's APPLY.

### ARTICLE M 1 – CLASSIFICATION OF MAINTENANCE EMPLOYEES

#### M 1.01 JOURNEYMEN

Journeyman Mechanics shall be required to undertake completion of Mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, they may be called upon to do casual work in other classification. However, they will not be used to supplement the operating staff and such temporary assignments shall not affect their classification or rate of pay.

#### M 1.02 NON-JOURNEYMEN

Non-Journeymen Mechanics shall be required, under the direction and/or supervision of journeyman Mechanic(s), to undertake completion of Mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, they may be called upon to do casual work in other classifications. However, they will not be used to supplement the operating staff and such temporary assignments shall not affect their classification or rate or pay.

- (a) It is agreed that an apprentice Mechanic will accrue Mechanical classification seniority from their date of hire, but are not permitted to sign a shift until successful completion of their Interprovincial Red Seal.

The Company agrees that assigned apprentice shifts shall be rotated through all available shifts to ensure thorough training in all aspects of the operation. The shifts shall be changed at least every second (2<sup>nd</sup>) sign-up.

In the event that an apprentice is unsuccessful and does not pass the Red Seal Certification exam, the apprentice will be allowed a period of nine (9) months following the original exam to successfully pass the Red Seal exam.

Should the apprentice fail to pass within the nine (9) month time frame, the apprentice will be terminated.

- (b) Any employee who wishes to avail themselves of any educational program that is deemed a benefit to the employee and the Company shall upon successful completion have any expenses (course cost and books) up to a maximum of one thousand dollars (\$1,000.00) reimbursed. The employee must have the prior approval of the Company that the course has benefit to the Company.

**M 1.03 SERVICEPERSON**

A Serviceperson shall be qualified to perform the following work: lubricating (excluding oil changes or brake adjustments) and fuelling vehicles; washing, polishing and cleaning vehicles, parts, units and equipment; checking tires, lights and seats; and general utility work, and assist Mechanics as required. They shall be required to maintain necessary records and be qualified to operate equipment.

**M 1.04 APPRENTICE**

Apprentice Mechanics shall be required, under the direction and/or supervision of Journeyperson Mechanic(s), to undertake completion of Mechanical work as assigned and shall be qualified to operate equipment.

- (a) Apprentices are not permitted to sign a shift until successful completion of their Interprovincial Red Seal.
- (b) Upon successful completion of the Apprenticeship Program, the apprentice will be given a credit, to a maximum of four (4) years, for seniority back to the date they commenced their apprenticeship with First Transit — Kamloops, and will be assigned the first open full-time position as a Journeyman Mechanic.
- (c) The Parties agree that there is no guarantee of the availability of a position upon completion of the Apprenticeship program. In such instances the Apprentice Mechanic(s) will be placed in the casual Mechanic's pool until a fulltime position becomes available.

Apprentices will exercise their seniority within the Apprentice position. Where a reduction in number is required, the last hired or classified as an Apprentice shall be the first to be laid off and the last laid off shall be the first to be recalled.

**Provincial Apprenticeship Legislation**

Where there is a government recognized apprenticeship in British Columbia, the provincial apprenticeship legislation shall govern the Apprenticeship Program. However, where an agreement exists between the Parties that provides for conditions and benefits over and above the legislation, the terms of the agreement shall prevail so long as they are in compliance with the legislation.

Anytime during the first eighteen (18) months in the Apprenticeship Program, the Apprentice will be assigned a work schedule at the discretion of the Employer.

After the Apprentice has completed eighteen (18) months within the Apprenticeship Program, they shall be rotated through all shifts as detailed in M-2.03, to ensure thorough training in all aspects of the operation. The shifts shall be changed at least every second (2<sup>nd</sup>) sign-up.

In the event that an apprentice is unsuccessful and does not pass the Red Seal Certification exam, the apprentice will be allowed a period of nine (9) months following the original exam to successfully pass the Red Seal exam.



Should the apprentice fail to pass within the nine (9) month time frame, the Apprentice may exercise their seniority to revert back to their previous classification, if any apply. If there is no previous classification applicable, then the apprenticeship will be concluded.

**M 1.04.1 EDUCATIONAL PROGRAMS**

Any employee who wishes to avail themselves of any educational program that is deemed a benefit to the employee and the Company shall upon successful completion have any expenses (course cost and books) up to a maximum of one thousand dollars (\$1,000.00) reimbursed. The employee must have the prior approval of the Company that the course has benefit to the Company.

**M 1.05 HELPERS**

Serviceperson's helpers may be only partially qualified for Serviceperson's duties and shall assist Mechanics and Servicepersons as required.

**M 1.06 SHIFT CHANGE**

Maintenance personnel shall not have their shifts changed without at least one (1) weeks' notice. However, if an event arises beyond the Company's control, shifts may be changed without notice. Every attempt will be made to provide as much notification as possible. Servicepersons shall sign for their work in conjunction with the Operators sign-up, and the sign-up shall be for the choosing of shifts and days off only.

**M 1.07 MECHANICAL VACATED SHIFTS**

If a shift is vacated due to vacation, illness, or WI/LTD and the Company determines that the shift needs to be filled, the Mechanics junior to the position may sign for that shift in order of seniority in weekly blocks for the duration of the absence. If a move occurs then the next senior person may sign for the moved position and so on until all shifts are filled.

**M 1.08 MECHANICAL SHIFT CONSTRUCTION**

The Company shall determine the Mechanical coverage and resulting shifts necessary to effectively and efficiently maintain the fleet. The Company will implement shifts in consultation with the Mechanical staff. In the event that alternative shift coverage meets the Company's requirements, the determination of which shifts will be implemented shall be determined by the Union and Mechanical Staff.

**ARTICLE M 2 – STATUTORY HOLIDAYS**

**M 2.01 STATUTORY HOLIDAYS**

All Statutory Holiday work will be offered first to Employees who are regularly scheduled to work that day, then Employees who are scheduled on a regular day off. The Employer will designate how many AM/PM shifts will be required. Employees normally working an AM shift will sign available AM shifts based on seniority and the same will apply for available PM shifts.

All shifts on a Statutory Holiday shall be between the current ten (10) hour shift and no less than eight (8) hours. Shifts shall be paid at time and a half (1.5) for all hours worked up to ten (10) hours and double (2) time thereafter.

**M 2.02 QUALIFYING CONDITIONS**

The employees must have completed their probationary period and must have worked ten (10) of the thirty (30) days preceding such holiday unless failure to work was due to any of the following events.

**M 2.03 STATUTORY HOLIDAY WHILE ON VACATION**

When a Statutory Holiday falls during an employee's vacation the employee may request two (2) weeks in advance of their vacation that an additional day with pay be added to his vacation and the Company will approve subject to operational requirements. Employees will have the option of banking a lieu day or being paid out.

**ARTICLE M 3 – WAGE PREMIUMS**

**M 3.01 SUNDAY EVENING LEAD HAND**

A Mechanic who is working a shift where they are the acting 600 shall be paid the appropriate rate.

**M 3.02 SHIFT DIFFERENTIAL**

Defined work between 6:00 pm and 4:30 am shall be subject to a premium of forty cents (\$.40) per hour. This premium shall not attract overtime.

**M 3.03 FIRST AID PREMIUM**

Where the Company is required by WorkSafeBC to provide First Aid Attendants during working hours they will receive a premium of two dollars and twenty-five cents (\$2.25) per hour for those hours worked as the designated attendant on duty.

**M 3.04 OVERTIME**

All employees who work an eight (8) hour shift and qualify, shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked in excess of eight (8) hours and double (2x) time for all hours worked in excess of twelve (12) hours.

All employees who work a ten (10) hour shift and qualify shall be paid one and one-half (1.5x) times their hourly rate of pay for all hours worked in excess, ten (10) hours and double (2x) time for all hours worked in excess of twelve (12) hours.

Any applicable premiums will be paid but will not attract overtime (no premium on a premium).

**M 3.04.1 BANKING OVERTIME**

Employees can direct what overtime pay they wish to bank. Overtime pay that is not specifically directed to be banked will automatically be paid out.

**M 3.04.2 ACCESSING BANKED PAY**

Employees can elect to bank their overtime or Statutory Holiday pay (as per Articles 2.03, 3.04.1) at the time that it is earned. The Company shall provide employees with the forms to do this.

An employee cannot receive or take any banked pay until after it has been earned (as per Articles 2.03, 3.04.1)

**M 3.05 LEAD HAND RATE**

When the Maintenance Supervisor is not available, Mechanic Lead Hand shall be offered to the Senior Mechanic who is regularly scheduled to work that day. A two-dollar (\$2.00) per hour premium shall be paid to the one (1) Mechanic per shift who accepts the responsibility. This is provided to facilitate proper operation of the garage.

**ARTICLE M 4 – SAFETY EQUIPMENT**

**M 4.01 HARD HATS**

The Company will supply hard hats.

**M 4.02 MAN DOWN ALARM**

Man down alarms will be provided to "garage employees" working alone.

**ARTICLE M 5 – TOOLS**

**M 5.01 TOOL ALLOWANCE**

All qualified Journeymen and apprentice Mechanics after the completion of their probationary period 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.

**M 5.02 BREAKAGE AND INSURANCE**

If Mechanics break tools in the performance of their duties, they shall have same replaced upon presentation to the Company of the item, provided that the breakage was not as a result of negligence. Further the Company will insure Mechanics tools for theft by break-in and fire provided that the Mechanics have given the Company, in writing, a detailed list and estimate of the value of their tools, or have provided the Company with a picture or video (video dated) of their tool inventory. The Company shall carry insurance on Mechanics tools with minimum coverage of twenty thousand dollars (\$20,000) per Mechanic with an individual tool replacement maximum of seven hundred and fifty dollars (\$750.00).

**ARTICLE M 6 – CLOTHING**

**M 6.01 COVERALLS**

Coveralls and winter jackets will be supplied by the Company to maintenance employees.

**M 6.02 RUBBER GLOVES FOR SERVICEPERSONS**

Rubber gloves with liners will be supplied for use by Servicepersons of the basis of two (2) pair, twice per year.

The Company agrees to provide Neoprene lined gloves for Custom Operators on the basis of one (1) pair per year.

**M 6.03 WORK GLOVES FOR MECHANICS**

Appropriate gloves will be supplied for use by Mechanics on the basis of two (2) pair per year, or more often if required.

**M 6.04 CASUAL SERVICEPERSONS**

The Company shall provide a set of insulated gloves, insulated coveralls and rubber boots for the casual serviceman which shall be stored in two (2) lockers and accessed as needed and replaced on proof of need.

**M 6.05 SERVICEPERSONS HEADLAMPS**

The Company will supply headlamps and batteries to all Servicepersons employees.

**M 6.06 SAFETY BOOTS**

The Company will, upon presentation of a receipt, reimburse up to three hundred dollars (\$300) for all Mechanics and other maintenance personnel, towards the purchase of one (1) pair of approved safety footwear on original purchase and on replacement with proof of necessity. This allowance shall not apply to the cost of resole or heeling.

The Company will, upon presentation of a receipt, reimburse up to one hundred dollars (\$100) for all maintenance personnel, towards the purchase of one (1) pair of approved rubber boots on original purchase and on replacement with proof of necessity.

Servicepersons to receive a rubber apron paid for by the Employer. The Company will supply winter safety shoes every three (3) years, or on a proof of need basis. In addition, the Company shall provide rain jackets for full-time Mechanics and Servicepersons.

Note: This discontinues any past practice relating to this clause.

**ARTICLE M 7 – HOURS OF WORK**

**M 7.01 NORMAL WORK WEEK FOR GARAGE**

Normal work week for garage employees, Mechanics and wash bay employees shall be five (5) days, forty (40) hours with consecutive days off. Except Mechanics who are on the floater shift and as a result of shift change may work in excess of seven (7) days straight may request to switch a day off provided it does not fall on a day where they would normally be the only person working on that shift (i.e. Saturday, Sunday). When mechanical shifts of ten (10) hours, four (4) days a week are implemented in accordance with Article M 1.08, the work week will be four (4), ten (10)-hour days with three (3) consecutive days off. Where it is not possible to provide three (3) consecutive days off, the shift

may be developed with split days off provided that two (2) rest days are consecutive. Garage employees on an eight (8)-hour day will have two (2) fifteen (15) minute rest periods in each full shift. On a ten (10)-hour day garage employees will have two (2) twenty (20) minute rest periods.

Mechanics will have a one-half ( $\frac{1}{2}$ ) hour unpaid lunch break, except when working alone then the employee shall have a one-half ( $\frac{1}{2}$ ) hour paid break.

**APPENDIX A – WAGES**

| <b>Effective April 1, 2020</b> | <b>Start</b>               | <b>500 Hrs</b>             | <b>1500 Hrs</b>            | <b>FT Hrs</b>  |
|--------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| Operator 1<br>Community        | <u>\$24.97</u>             | <u>\$26.21</u>             | <u>\$28.63</u>             | <u>\$28.05</u> |
| Bus Operator                   | <u>\$24.97</u>             | <u>\$26.21</u>             | <u>\$28.63</u>             | <u>\$28.05</u> |
| Dispatcher                     | <u>\$19.63</u>             | <u>\$20.66</u>             | <u>\$23.98</u>             | <u>\$23.52</u> |
| Custom Operator                | <u>\$20.36</u>             | <u>\$21.39</u>             | <u>\$24.37</u>             | <u>\$23.90</u> |
| Journeyman Mechanic            | <u>\$33.26</u>             | <u>\$34.52</u>             | <u>\$38.04</u>             | <u>\$37.31</u> |
| Serviceperson                  | <u>\$22.89</u>             | <u>\$24.09</u>             | <u>\$26.59</u>             | <u>\$26.00</u> |
| Casual Clerk                   | <u>\$18.51</u>             | <u>\$19.77</u>             | <u>\$21.04</u>             |                |
|                                | <b>1<sup>st</sup> year</b> | <b>2<sup>nd</sup> year</b> | <b>3<sup>rd</sup> year</b> |                |
| Accounting Clerk               | <u>\$21.69</u>             | <u>\$23.06</u>             | <u>\$25.45</u>             |                |
| Office Clerk                   | <u>\$19.13</u>             | <u>\$20.47</u>             | <u>\$22.89</u>             |                |

| <b>Effective April 1, 2021</b> | <b>Start</b>               | <b>500 Hrs</b>             | <b>1500 Hrs</b>            | <b>FT Hrs</b>  |
|--------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| Operator 1<br>Community        | <u>\$25.72</u>             | <u>\$27.00</u>             | <u>\$29.49</u>             | <u>\$28.89</u> |
| Bus Operator                   | <u>\$25.72</u>             | <u>\$27.00</u>             | <u>\$29.49</u>             | <u>\$28.89</u> |
| Dispatcher                     | <u>\$20.02</u>             | <u>\$21.07</u>             | <u>\$24.46</u>             | <u>\$23.99</u> |
| Custom Operator                | <u>\$21.17</u>             | <u>\$22.25</u>             | <u>\$25.34</u>             | <u>\$24.85</u> |
| Journeyman Mechanic            | <u>\$34.26</u>             | <u>\$35.56</u>             | <u>\$39.19</u>             | <u>\$38.43</u> |
| Serviceperson                  | <u>\$23.35</u>             | <u>\$24.57</u>             | <u>\$27.12</u>             | <u>\$26.52</u> |
| Casual Clerk                   | <u>\$19.25</u>             | <u>\$20.56</u>             | <u>\$21.88</u>             |                |
|                                | <b>1<sup>st</sup> year</b> | <b>2<sup>nd</sup> year</b> | <b>3<sup>rd</sup> year</b> |                |
| Accounting Clerk               | <u>\$22.12</u>             | <u>\$23.52</u>             | <u>\$25.96</u>             |                |
| Office Clerk                   | <u>\$19.89</u>             | <u>\$21.29</u>             | <u>\$23.81</u>             |                |

| <b>Effective April 1, 2022</b> | <b>Start</b>               | <b>500 Hrs</b>             | <b>1500 Hrs</b>            | <b>FT Hrs</b>  |
|--------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| Operator 1<br>Community        | <u>\$26.49</u>             | <u>\$27.81</u>             | <u>\$30.37</u>             | <u>\$29.76</u> |
| Bus Operator                   | <u>\$26.49</u>             | <u>\$27.81</u>             | <u>\$30.37</u>             | <u>\$29.76</u> |
| Dispatcher                     | <u>\$20.42</u>             | <u>\$21.49</u>             | <u>\$24.95</u>             | <u>\$24.47</u> |
| Custom Operator                | <u>\$22.02</u>             | <u>\$23.14</u>             | <u>\$26.35</u>             | <u>\$25.85</u> |
| Journeyman Mechanic            | <u>\$35.29</u>             | <u>\$36.63</u>             | <u>\$40.76</u>             | <u>\$39.58</u> |
| Serviceperson                  | <u>\$23.82</u>             | <u>\$25.06</u>             | <u>\$27.66</u>             | <u>\$27.05</u> |
| Casual Clerk                   | <u>\$19.70</u>             | <u>\$21.04</u>             | <u>\$22.39</u>             |                |
|                                | <b>1<sup>st</sup> year</b> | <b>2<sup>nd</sup> year</b> | <b>3<sup>rd</sup> year</b> |                |
| Accounting Clerk               | <u>\$22.56</u>             | <u>\$23.99</u>             | <u>\$26.48</u>             |                |
| Office Clerk                   | <u>\$20.36</u>             | <u>\$21.79</u>             | <u>\$24.36</u>             |                |

| <b>Effective April 1, 2023</b> | <b>Start</b>               | <b>500 Hrs</b>             | <b>1500 Hrs</b>            | <b>FT Hrs</b>  |
|--------------------------------|----------------------------|----------------------------|----------------------------|----------------|
| Operator 1<br>Community        | <u>\$27.28</u>             | <u>\$28.64</u>             | <u>\$31.28</u>             | <u>\$30.65</u> |
| Bus Operator                   | <u>\$27.28</u>             | <u>\$28.64</u>             | <u>\$31.28</u>             | <u>\$30.65</u> |
| Dispatcher                     | <u>\$20.83</u>             | <u>\$21.92</u>             | <u>\$25.45</u>             | <u>\$24.96</u> |
| Custom Operator                | <u>\$22.79</u>             | <u>\$23.95</u>             | <u>\$27.27</u>             | <u>\$26.75</u> |
| Journeyman Mechanic            | <u>\$36.35</u>             | <u>\$37.73</u>             | <u>\$41.98</u>             | <u>\$40.77</u> |
| Serviceperson                  | <u>\$24.30</u>             | <u>\$25.56</u>             | <u>\$28.21</u>             | <u>\$27.59</u> |
| Casual Clerk                   | <u>\$20.09</u>             | <u>\$21.46</u>             | <u>\$22.84</u>             |                |
|                                | <b>1<sup>st</sup> year</b> | <b>2<sup>nd</sup> year</b> | <b>3<sup>rd</sup> year</b> |                |
| Accounting Clerk               | <u>\$23.24</u>             | <u>\$24.71</u>             | <u>\$27.27</u>             |                |
| Office Clerk                   | <u>\$20.77</u>             | <u>\$22.23</u>             | <u>\$24.85</u>             |                |
| <br>                           |                            |                            |                            |                |
| <b>Effective April 1, 2024</b> | <b>Start</b>               | <b>500 Hrs</b>             | <b>1500 Hrs</b>            | <b>FT Hrs</b>  |
| Operator 1<br>Community        | <u>\$28.09</u>             | <u>\$29.50</u>             | <u>\$32.22</u>             | <u>\$31.57</u> |
| Bus Operator                   | <u>\$28.09</u>             | <u>\$29.50</u>             | <u>\$32.22</u>             | <u>\$31.57</u> |
| Dispatcher                     | <u>\$21.25</u>             | <u>\$22.36</u>             | <u>\$26.21</u>             | <u>\$25.46</u> |
| Custom Operator                | <u>\$23.36</u>             | <u>\$24.55</u>             | <u>\$27.95</u>             | <u>\$27.42</u> |
| Journeyman Mechanic            | <u>\$37.44</u>             | <u>\$38.86</u>             | <u>\$43.24</u>             | <u>\$41.99</u> |
| Serviceperson                  | <u>\$24.79</u>             | <u>\$26.07</u>             | <u>\$28.77</u>             | <u>\$28.14</u> |
| Casual Clerk                   | <u>\$20.49</u>             | <u>\$22.67</u>             | <u>\$25.35</u>             |                |
|                                | <b>1<sup>st</sup> year</b> | <b>2<sup>nd</sup> year</b> | <b>3<sup>rd</sup> year</b> |                |
| Accounting Clerk               | <u>\$23.70</u>             | <u>\$25.20</u>             | <u>\$27.82</u>             |                |
| Office Clerk                   | <u>\$21.18</u>             | <u>\$21.89</u>             | <u>\$23.30</u>             |                |

### **Shift Differential**

Defined work between 6:00 pm and 4:30 am shall be subject to a premium of forty cents (\$.40) per hour. This premium shall not attract overtime.

#### Sunday Transit

- (a) All employees working on a Sunday will be paid at straight time hourly rate, plus a premium of one dollar and fifty cents (\$1.50) per hour for all time worked.
- (b) An employee working overtime on a Sunday will be paid overtime rates in accordance with Article O 5 of the Collective Agreement.
- (c) Intent: An employee working overtime will be paid overtime rates based on their straight time hourly rate. They will not be paid overtime rates compounded on the one dollar and fifty cent (\$1.50) premium.

### **Bus Passes**

Employees will be entitled to ride fixed route service upon presentation of Company issued photo identification.

**LETTER OF UNDERSTANDING #1**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: VACATION EXCHANGE**

On a trial basis for the life of the Collective Agreement, an employee shall be allowed to trade vacation time with another employee, subject to the approval of the Union and the Company. The employee seeking a trade will offer the trade in seniority order to employees who hold the relevant week(s). Requests for vacation trades must be submitted before each sign up is posted. It is expected that this provision will be incorporated into the Collective Agreement unless there are serious objections from either Party.

Renewed this 20<sup>th</sup> day of December, 2021.



## LETTER OF UNDERSTANDING #2

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: SABBATICAL LEAVE**

An employee with ten (10) years or more seniority may choose to work for a period of two (2) years at eighty percent (80%) and take a paid leave of absence in which they will be paid eighty percent (80%) of their salary for six (6) months. Time for leave must be accrued prior to leave being granted. The employee will:

- (a) Receive all health care benefits on the same cost sharing basis during the accumulation period and the sabbatical leave
- (b) Receive only eighty percent (80%) of their wages
- (c) Accrue seniority
- (d) Receive RRSP contribution during the two (2)-year accumulation period
- (e) Once an employee commences their sabbatical leave they will not be eligible for WI or LTD benefits during the period of the sabbatical leave but will be eligible on the effective date of their planned return.
- (f) Statutory Holiday pay will not be applicable.

Only one (1) person in each classification except Mechanics will be off on sabbatical leave at the same time. (Conventional drivers, Custom drivers and casual drivers are considered separate classifications for this purpose.) Additional requests may be approved subject to operational requirements.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #3**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: EXCEPTION TO ARTICLE O 9.04 INDEX CONSTRUCTION AND ARTICLE O 10.02  
DEFINITION OF SPREADOVER**

Solely for the purpose of creating more, straight eight (8)-hour indexes and fewer splits, the total elapsed time may exceed twelve (12) hours by a maximum of fifteen (15) minutes. The time worked in excess of twelve (12) hours shall be paid at double time overtime times the driver's regular rate.

By mutual agreement between the Company and the Union in accordance with Article O 4.06, alternate shifts may be implemented such as ten (10) hours shifts with thirteen and one-half (13.5) hours total elapsed time without an overtime penalty. The benefit of these shifts is to provide more consecutive days off for drivers.

This arrangement will be on a trial basis for the life of the Agreement. However, the arrangement may be cancelled by either Party with sufficient notice for the next sign up.

Renewed this 20<sup>th</sup> day of December, 2021.

## LETTER OF UNDERSTANDING #4

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: PART-TIME SHIFTS**

The Company agrees to establish up to two (2) regular part-time conventional/community bus indexes which will be placed on the sign-up sheet subject to the following:

1. The two (2) shifts established shall not be less than four (4) hours and not more than six (6) hours including travel and Mechanical inspection time and shall be designed within an eight (8) hour spread.
2. The shifts will be bid in seniority order.
3. This will not reduce the number of full-time indexes.
4. These two (2) regular part-time positions shall be eligible for the same benefits as regular full-time employees except that the cost of the same shall be shared on a fifty percent (50%) employee fifty percent (50%) Employer basis.
5. These two (2) regular part-time positions shall be entitled to the RRSP provisions of the Collective Agreement.
6. An employee who signs one (1) of these two (2) shifts shall retain their vacation percentage rate as per their full-time seniority. For example, if an employee with ten (10) years seniority signs the work they will continue to receive vacation pay for all time worked at their eight percent (8%) rate and would receive ten percent (10%) after thirteen (13) years as provided in this agreement.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #5**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: IHA SERVICE**

1. In addition to the Custom Operator rate, the Company agrees to pay a premium of one dollar and twenty-eight cents (\$1.28) per hour (to which any overtime shall not apply) for the out of town services provided for the Interior Health Services.
2. The IHA service shall be defined as time worked from garage to garage, solely for the purpose of transporting IHA designated IHA client service and is used as a regular Custom bus in the greater Kamloops area the premium shall not apply.
3. In the event of weather, road conditions or Mechanical breakdowns and the driver is unable (subject to approval of Management) to return to Kamloops and has to stay overnight in a location other than Kamloops the Company shall reimburse the employee in accordance with Article O 7.08.
4. The Company agrees to create an additional full-time position which includes the IHA service and whose weekly hours shall include other Custom service requirements within the Kamloops area to which no premium shall apply.
5. Article G 10.03 shall apply in the event that the IHA service decreases and the full-time position is not justified.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #6**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: RRSP'S AND PENSION**

The Parties agree to continue negotiating entrance into the CAAT pension plan.

The terms of such negotiation shall be reflected in a further LOU between the Parties. This LOU shall be conditional on agreement by the Employees.

In addition to agreement by the Employees, the Company and the Union are required to negotiate the terms of the pension enrollment (including Company and Employee contribution levels, and timelines for contribution levels) with the pension plan itself.

Subject to the above requirements, the targeted date to enter the CAAT pension plan is January 1, 2025.

The existing RRSP program remains in force until such time as it is replaced by the CAAT pension plan.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #7**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: DRIVERS REQUIRING TRANSPORTATION**

From 6:00 p.m. to 7:00 p.m. (1800 to 1900 hours), any driver requiring transportation from the garage to Parkcrest and Singh may request transportation with a Company vehicle by the serviceman on duty.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #8**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: RUN CUTS AND SCHEDULING**

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

The Company will provide the Union with details of impending service design changes and the Union agrees to provide the Company with its preference in regard to work assignments prior to the commencement of the run cutting process. Union preference in regard to work assignments will be one (1) of the criteria upon which the new service will be cut.

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

In the event a dispute arises, from the interpretation of this Letter of Understanding the sign-up will proceed.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #9**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: LANDSDOWNE TRANSFER**

It is agreed that drivers required to wait at Lansdowne for the Parkcrest departure for transportation to return to the shop will be paid at regular rate for all waiting time in excess of fifteen (15) minutes. To qualify for this payment drivers must start the portion of the shift at the garage and finish at the Lansdowne Exchange.

The Company agrees to provide eight (8) parking passes in the area of Lansdowne Village Exchange.

Renewed this 20<sup>th</sup> day of December, 2021.



**LETTER OF UNDERSTANDING #10**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: VIOLENCE IN THE WORKPLACE**

This Committee will consist of the Violence in the Workplace Committee Members and the Committee Occupational Health and Safety meetings will be extended for four (4) occasions per year to accommodate the Violence in the Workplace Committee.

Renewed this 20<sup>th</sup> day of December, 2021.

## LETTER OF UNDERSTANDING #11

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: CASUAL EMPLOYEES DAYS OFF**

O 4.07

Casual employees will sign for one (1) day off each week by Company seniority. The Company will allocate the number of spaces to be signed on each day of the week. There will be no embargo on any day of the week; however, there may be a different allotment on each day of the week. This day off sign up will be posted at each regular sign up and will be in effect for the life of the sign up.

Casual employees will have the option to sign for an additional day off each week. This election will be made in advance of each regular sign up and will be in effect for the life of the sign up. Employees who elect to sign for two (2) days off per week shall be credited with six (6) hours worked for the second (2<sup>nd</sup>) day off for equalization purposes. Employees will sign for their additional day off after the sign-up of the first day off is complete.

When a casual driver books off a day during the week, the hours that the casual driver would have been assigned on that day will count towards the equalization for the driver for that week.

This will not apply to Employees that book-off due to illness, WorkSafe or emergent personal needs. Documentation may be requested for verification.

The Parties agree that this Article was approved, in a previous round of bargaining, to address the manipulation of the spareboard. Furthermore; that this Article has addressed the manipulation of the spareboard.

The Parties further agree that this has had an adverse effect on employees who book-off due to illness, WorkSafe or emergent personal needs. As such, there will be a postponement of hours that were assigned, counting towards the equalization of hours, when an employee needs to book-off due to the reasons listed above.

If at any time during the term of this contract there is a return of the manipulation of the spareboard either Party may cancel this LOU with two (2) days' notice.

Renewed this 20<sup>th</sup> day of December, 2021.

**LETTER OF UNDERSTANDING #12**

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: SICK LEAVE**

To the extent that legislation is in force in the province of British Columbia, which creates mandatory sick leave entitlement for employees governed by a collective agreement and exceeds the sick leave entitlement in the Collective Agreement, the Employer will comply with that minimum standard.

For clarity, the existing sick leave entitlement will be supplemented to meet the statutory minimum. The full legislated entitlement will not be added to the existing sick leave.

Agreed to this 20<sup>th</sup> day of December, 2021.

### LETTER OF UNDERSTANDING #13

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

**RE: RUN SHEET PROCESS – TERMS AND CONDITIONS**

The Parties agree that the following terms and conditions will take effect upon ratification and replace the current run cutting process.

1. The following definitions will apply:
  - (a) Blocking: the sequence of routes that the bus performs based on the customer;
  - (b) Cut: the arrangement of the blocks into pieces of work to be performed by the driver;
  - (c) Runs: the sequence of routes that the driver performs based on the cut;
  - (d) Roster: the mixing of all the different runs to make the index;
  - (e) Index: the signable full-time or part-time runs resulting from the cut;
  - (f) Paddle: the driver's instructions for the run.
2. The Company shall construct Operators' running sheets which shall designate the runs available to Operators under the sign-up provided in Article 0 1.01. Running sheets shall be made up from the blocking provide by the customer.
3. The roles and responsibilities of the Run Sheet Committee are to:
  - (a) Obtain ongoing input and feedback from the Operators.
  - (b) Provide guidance on the preferred focus of the upcoming run cut. This includes making suggestions, such as but not limited to:
    - (i) the priority of full-time, part-time, and/or casual work;
    - (ii) the number of straight pieces of work, split shifts, and/or compressed shifts;
    - (iii) the start and end times of the runs;
  - (c) Work in collaboration with the Company to proof the upcoming run cut and paddles, looking for flow, transfers, errors, omissions, efficiencies, and the inclusion of driver notes.
  - (d) Assist the Company with the rostering of the runs, as required.
4. The suggestions of the Sheet Committee Representatives as to the construction of the running sheets will be adopted as far as possible provided:
  - (a) the completion of the running sheet will not be unduly delayed,

and;

- (b) the Company reserves the final decision as to whether a Union suggestion is adopted or rejected based on costs and quality of work.
5. Sheet inspection will not be delayed if a regular Sheet Committee Member is unavailable. The Parties agree that every effort will be made to keep the Committee consistent through the inspection process.
6. The Union Sheet Person Sign-Up Representative shall be scheduled to assign the sign-up date and times for employees to bid and will be paid for eight (8) hours at straight time rates. Employees who have not signed for themselves, in person or by proxy, by their posted time will be assigned a bid closest to their last bid.
7. The Company, the Sheet Committee, and the Sign-up Representative must ensure that the service deadlines set by the customer are met.
8. All other terms and conditions of the Collective Agreement will apply.
9. The Parties agree that this LOU will be open for discussion with ways to improve the process outlined above.

Agreed to this 20<sup>th</sup> day of December, 2021.

## LETTER OF UNDERSTANDING #14

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

### RE: CASUAL OPERATOR VACATION SIGN-UP

Unifor, Local 114 (the "Union") agrees to enter into a Letter of Understanding ("LOU") with FirstCanda ULC (the "Employer") to set out the terms of vacation sign up for casual Operators.

1. Following the vacation sign-up for full-time employees, a vacation sign-up for casual Operators shall occur (the "Casual Vacation Sign-Up").
2. The number and allocation of vacation blocks for the Casual Vacation Sign Up shall be determined by the Employer based on anticipated operational requirements.
3. Casual Vacation Sign-Up entitlement shall be as follows:
  - (a) Casual Operators will be entitled to participate in the first Casual Vacation Sign-Up that occurs following their first calendar year of service ("Eligible Casual Operators").
  - (b) Eligible Casual Operators shall be eligible to sign for:
    - (i) Two (2) weeks of vacation from the time they become eligible to sign for vacation; or
    - (ii) Three (3) weeks of vacation following seven thousand (7000) hours worked.
4. Casual Operators shall accrue vacation pay on the following terms:
  - (a) Four percent (4%) of total earnings up to seven thousand (7000) hours worked; or
  - (b) Six percent (6%) of total earnings after seven thousand (7000) hours worked.
5. Accrued vacation pay shall be paid out to Eligible Casual Operators on the weeks of their vacation. If the Eligible Casual Operator has not accrued sufficient vacation pay to cover their average wage during their vacation, then they will draw the full amount of accrued vacation pay and there will be no top up by the Employer. Any Casual Operator with excess vacation pay at the end of the vacation year will be eligible to carry the vacation pay over for use the following year.
6. The Casual Vacation Sign Up shall occur as follows:
  - (a) All annual vacations will start on Sunday and end on Saturday.
  - (b) Eligible Casual Operators will keep their regular days off prior to and after vacations.
  - (c) Eligible Casual Operators will be assigned a date and time for

sign up. The sign-up bid shall occur in seniority order either in person, by phone or by proxy.

(i) If an Eligible Casual Operator has not signed their vacation by their sign-up date and time, and has not left their choice of vacation with the person managing the sign-up, then the person managing the sign-up will assign vacation.

(d) No change shall be permitted after sign-up has started (defined as after the first person has signed) without the approval of the Union and the Employer.

7. Following the completion of the Casual Vacation Sign-Up, employees may not exchange vacation.

8. An employee shall not re-scheduled or extend their vacation except:

(a) Due to disability or illness which begins prior to the commencement of the vacation and upon production of an appropriate medical certificate; or

(b) In the case of an employee being required to attend court as a juror or witness.

If the above situations occur, then the effected employee shall request that the vacation be rescheduled. If the Employer deems operational requirements to permit the change, then the vacation will be re-scheduled.

In all cases, the Employer will advise the Union before rescheduling or deferring vacations.

9. The Company may cancel vacations due to unforeseen operational needs.

10. The annual vacation period will be between the first Sunday in April and the week beginning with the last Sunday in March the following year.

11. To the extent of any conflict, this LOU shall supersede the Collective Agreement.

12. This LOU comes into force upon ratification of the Collective Agreement.

13. This LOU may be terminated at the request of either Party within two (2) years of ratification of the Collective Agreement. Such termination must occur a minimum of one (1) month before vacation sign-up for full-time employees occurs.

14. This LOU may be altered by mutual agreement of the Parties.

Agreed to this 20<sup>th</sup> day of December, 2021.

## LETTER OF UNDERSTANDING #15

Between:  
FIRSTCANADA ULC (KAMLOOPS)  
And:  
Unifor Local 114

### RE: AVERAGING HOURS OF WORK

The Union agrees to enter into a LOU with, FirstCandaULC ("the Employer") pursuant to Section 37 of the Employment Standards Act, a copy of which is attached as Appendix "A".

1. The Union and the Employer agree that:

- This LOU commences on the first day of the next pay period - after the date on which the Collective Agreement is ratified. (the "Effective Date") and applies over each two (2)-week period commencing on the effective date.
- A week is defined as Sunday to Saturday.
- Hours of work for full-time employees will be averaged over a two-(2) week period. Any employee may work more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, so long as their schedule reflects eight (80) hours over a two (2)-week period.
- Full-time employees who work in excess of eighty (80) hours in any two (2)-week period shall be paid at one and one-half (1½) for any additional hours.
- For the purposes of this LOU only, a casual employee who is covering a full-time shift and/or index shall attract overtime on the same terms as a full-time employee.
- Full-time employees required to work outside of their regularly scheduled shift will qualify for overtime premiums on a daily or weekly basis, but not both.
- Hours of work for casual employees will be averaged over a two (2) week period. Any work assigned to a casual employee with at least one (1) day's notice shall not attract overtime so long as the casual employee does not exceed eighty (80) hours of work in the two (2) week averaging period. If a casual employee's hours of work exceed eighty (80) hours in the two (2) week averaging period they shall be paid at a rate of one and half (1½) times their ordinary rate. If all or part of a casual employee's daily work is scheduled less than one (1) day in advance, then overtime shall be paid at a rate of one and one-half (1½) of the employee's regular rate for each hour or portion of an hour worked after eight (8) hours.
- Regardless of when scheduling occurs, hours worked for reasons such as training or investigation meetings will be paid at straight



time but will count toward an employee's hours in the two (2)-week hours averaging period.

· The two (2)-week periods will repeat until the expiry of the Collective Agreement and shall be renewed on the same terms as the Collective Agreement, including with regard to renegotiation.

· Notwithstanding the other provisions of this LOU, any employee who works more than twelve (12) hours a day will be paid at double their regular wage.

· This LOU is subject to ratification by the Parties.

2. The Union understands that the Employer will maintain a record of hours of work for each two (2)-week period on and after the Effective Date. Nothing in this LOU is a promise or guarantee of work up to eighty (80) hours in any two (2)-week period or a promise or guarantee of indefinite employment with the Employer.

### **Agreements to average hours of work**

(1) Despite sections 35, 36 (1) and 40 but subject to this section, an Employer and employee may agree to average the employee's hours of work over a period of 1, 2, 3 or 4 weeks for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) of this section and wages payable under subsection (8) or (9) (b).

(2) An averaging agreement uncial' subsection (1) is not valid unless

(a) the agreement

(i) is in writing,

(ii) ~~(H)~~ is signed by the Employer and employee before the start date provided in the agreement,

(iii) ~~(Hi)~~ specifies the number of weeks over which the agreement applies,

(iv) specifies the work schedule for each day covered by the agreement,

(v) specifies the number of times, if any, that the agreement may be repeated, and

(vi) provides for a start date and an expiry date for the period specified under subparagraph (Hi),

(b) the schedule in the agreement under paragraph (a) (iv) is in compliance with subsection (3), and

(c) the employee receives a copy of the agreement before the date on which the period specified in the agreement begins.

(3) A work schedule in an agreement under this section must not

- provide for more than the following hours of work for the employee:
- (a) forty (40) hours, if the agreement specifies a one (1)-week period under subsection (2)(a)(iii);
  - (b) an average of forty (40) hours per week, if the agreement specifies more than a one (1)-week period under subsection (2)(a)(iii).
- (4) An Employer under this section who requires, or directly or indirectly allows, an employee to work more than twelve (12) hours a day, at any time during the period specified in the agreement, must pay the employee double the employee's regular wage for the time over twelve (12) hours.
- (5) An Employer under this section who requires, or directly or indirectly allows, an employee to work more than an average of forty (40) hours a week within the period specified in the agreement must pay the employee one and one-half (1½) times the employee's regular wage for the time over forty (40) hours.
- (6) An Employer under this section who requires, or directly or indirectly allows, an employee to work more than the hours scheduled for a day during the period of the agreement must pay the employee
- (a) one and one-half (1½) times the employee's regular wage for,
    - (i) if fewer than eight (8) hours were scheduled for that day, any time worked over eight (8) hours, or
    - (ii) if eight (8) or more hours were scheduled for that day, any time worked over the number of hours scheduled, and
  - (b) double the employee's regular wage for any time worked over twelve (12) hours that day.
- (7) For the purpose of calculating average weekly hours for an employee under subsection (5),
- (a) only the first twelve (12) hours worked by the employee in each day are counted, no matter how long the employee works on any day of the week, and
  - (b) if subsection (6) applies, the time that the employee works beyond the scheduled hours and for which the employee is paid in accordance with that subsection, is excluded.
- (8) Section 36 (1) applies in relation to an averaging agreement if the period specified in the agreement is one (1) week.
- (9) If the period specified in an averaging agreement is more than one (1) week, the Employer must either

- (a) ensure that for each week covered by the agreement, the employee has an interval free from work of thirty-two (32) consecutive hours, whether the interval is taken in the same week, different weeks or consecutively any time during the weeks covered by the agreement, or
  - (b) pay the employee one and one-half (1½) times the regular wage for time worked by the employee during the periods the employee would otherwise be entitled to have free from work under paragraph (a).
- (10) At the employee's written request, the Employer and employee may agree to adjust the work schedule referred to in subsection (2) (a) (iv) provided that the total number of hours scheduled in the agreement remain the same.
- (11) The Parties to an averaging agreement under this section are bound by that agreement until the expiry date set out in the agreement or a later date provided in an agreement to repeat the averaging agreement, as the case may be, and the provisions of the averaging agreement apply for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) and wages payable under subsection (8) or (9) (b).
- (12) Subsections (2) to (11) are deemed to be incorporated in an averaging agreement under this section as terms of the Agreement.
- (13) An Employer must retain an averaging agreement under this section for four (4) years after the following, as applicable:
  - (a) the expiry date set out in the averaging agreement, unless paragraph (b) applies;
  - (b) the expiry date set out in one (1) or more agreements to repeat the averaging agreement, whichever date is the latest.
- (14) The application and operation of an averaging agreement under this section must not be interpreted as a waiver described in section 4.

Agreed to this 20<sup>th</sup> day of December, 2021.

**SIGNATURE PAGE**

Signed this 20<sup>th</sup> day of December, 2021.

For the Employer:  
First Canada ULC (Kamloops)

For the Union:  
Unifor Local 114

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John Peck  
Regional Vice President Canadian  
Operations

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Nate Shier  
Local 114 Representative

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Kennedy McDonald  
Labour Counsel Western Canada

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Ann Cody  
Bargaining Committee

---

Bart Carrigan  
Senior Director of Operations BC

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Larry Cudari  
Bargaining Committee

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Chris Cadarette  
Bargaining Committee

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Tammie Dewald  
Bargaining Committee

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Gavin Davies  
Unifor National Representative