

# COLLECTIVE AGREEMENT

Between:



**FIRST CANADA ULC**  
(Langley)

(hereinafter referred to as the "Company")

And:



(hereinafter referred to as the "Union")

April 1, 2019 to March 31, 2024

**TABLE OF CONTENTS**

**PREAMBLE ..... 1**

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

1.01 SOLE BARGAINING AGENT .....1

1.02 NOTIFICATION OF OFFICERS .....1

1.03 ACCESS TO THE COMPANY'S PREMISES .....1

**ARTICLE 2 - UNION MEMBERSHIP ..... 1**

2.01 MEMBERSHIP IN GOOD STANDING .....1

2.02 JOINING THE UNION .....1

2.03 UNION DUES CHECK-OFF AND ASSESSMENTS .....2

2.04 T-4's .....2

2.05 UNION BULLETIN BOARD .....2

2.06 UNION LOGO .....2

2.07 BARGAINING COMMITTEE .....2

2.08 PRINTING OF COLLECTIVE AGREEMENT .....2

2.09 PAID EDUCATION LEAVE .....3

**ARTICLE 3 - MANAGEMENT OF THE WORKFORCE ..... 3**

3.01 MANAGEMENT RIGHTS .....3

3.02 UPDATING INFORMATION .....3

3.03 SURVEILLANCE CAMERAS AND GPS .....4

**ARTICLE 4 - RULES & REGULATIONS ..... 4**

4.01 RULES AND REGULATIONS .....4

4.02 DISCHARGE OF VIOLATION .....4

4.03 WORK RELATED COURT PROCEEDINGS .....4

**ARTICLE 5 - PREVENTION OF WORKPLACE HARASSMENT ..... 5**

5.01 PREVENTION OF WORKPLACE HARASSMENT .....5

**ARTICLE 6 - PICKET LINES ..... 5**

6.01 REFUSAL TO CROSS A LEGAL PICKET LINE .....5

**ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES ..... 5**

7.01 DEFINITIONS .....5

7.02 INFORMAL DISCUSSIONS .....6

7.03 GRIEVANCES IN WRITING .....6

7.04 STEP 1 .....6

7.05 STEP 2 .....6

7.06 GRIEVANCE MEDIATION .....7

7.07 ARBITRATION .....7

7.08 POLICY GRIEVANCES .....7

7.09 TIME LIMITS FOR GRIEVANCES .....8

7.10 NO DISRUPTION OF WORK .....8

7.11 PAYMENT FOR SHOP STEWARDS .....8

Collective Agreement between First Canada ULC and Unifor Local 114

<b>ARTICLE 8 - PRESENCE OF A SHOP STEWARD .....</b>	<b>8</b>
8.01    RIGHT TO A SHOP STEWARD .....	8
<b>ARTICLE 9 - EMPLOYEE RECORDS.....</b>	<b>8</b>
9.01    EMPLOYEE AND UNION TO BE NOTIFIED .....	8
9.02    EMPLOYEE’S PERSONAL RECORD .....	9
9.03    PUBLIC COMPLAINTS.....	9
9.04    SUNSET CLAUSE ON DISCIPLINE .....	9
<b>ARTICLE 10 - PROBATIONARY PERIOD.....</b>	<b>9</b>
10.01   PROBATIONARY EMPLOYEE.....	9
10.02   ONE PROBATION PERIOD .....	10
10.03   NOTICE OF NEW HIRES AND TERMINATION.....	10
<b>ARTICLE 11 - SENIORITY.....</b>	<b>10</b>
11.01   SENIORITY DEFINED .....	10
11.02   POSTED SENIORITY LISTS.....	10
11.03   ACCUMULATION AND MAINTENANCE OF SENIORITY .....	11
11.04   LOSS OF SENIORITY .....	11
<b>ARTICLE 12 - HOURS OF WORK .....</b>	<b>11</b>
12.01   HOURS OF WORK (FULL-TIME/PART-TIME/CASUAL) .....	11
12.02   DUTY TIME.....	12
12.03   PAY FOR MINIMUM HOURS WORKED .....	13
12.04   COMPLETION OF ACCIDENT/INCIDENT REPORTS .....	13
12.05   CALL-INS.....	14
<b>ARTICLE 13 - OVERTIME.....</b>	<b>14</b>
13.01   OVERTIME RATES .....	14
13.02   STRUCTURE OF OVERTIME .....	14
13.03   OVERTIME AS AN EXTENSION TO A SHIFT .....	14
13.04   NO SCHEDULED RELIEF .....	15
13.05   NO PYRAMIDING .....	15
13.06   BANKED OVERTIME.....	15
<b>ARTICLE 14 - SHIFT CONSTRUCTION.....</b>	<b>16</b>
14.01   SHIFT CONSTRUCTION .....	16
14.02   ASSIGNMENT OF DAILY WORK (LEAVE LESS THAN SEVEN (7) DAYS).....	16
14.03   SHEET COMMITTEE .....	16
<b>ARTICLE 15 – SIGN-UPS .....</b>	<b>17</b>
15.01   SIGN-UPS .....	17
15.02   VACANCIES BETWEEN SIGN UPS (SEVEN [7] CONSECUTIVE DAYS OR MORE).....	19
15.03   RETURNING FROM LEAVE OF MORE THAN THREE (3) MONTHS.....	19
<b>ARTICLE 16 - LAYOFF, RECALL AND TRANSFER.....</b>	<b>19</b>
16.01   LAYOFF .....	19
16.02   RECALL ORDER.....	19
16.03   METHOD OF RECALL .....	20
16.04   EMPLOYEES TO RESPOND TO NOTICE OF RECALL.....	20
16.05   TRIAL PERIOD .....	20

Collective Agreement between First Canada ULC and Unifor Local 114

<b>ARTICLE 17 - WAGES &amp; CLASSIFICATIONS .....</b>	<b>20</b>
17.01 METHOD OF PAYMENT OF WAGES.....	20
17.02 CATEGORIES OF EMPLOYMENT .....	21
17.03 FULL-TIME EMPLOYEE .....	21
17.04 PART-TIME EMPLOYEES .....	22
17.05 CASUAL EMPLOYEES.....	22
17.06 DRIVER IMPROVEMENT COURSES.....	22
17.07 MANDATORY TRAINING PAY.....	22
<b>ARTICLE 18 - EMPLOYEE BENEFITS .....</b>	<b>23</b>
18.01 BENEFITS FOR FULL-TIME AND REGULAR PART-TIME EMPLOYEES .....	23
18.02 BUS PASS.....	25
18.03 PAID DOCTOR'S DOCUMENTATION .....	25
<b>ARTICLE 19 - RRSP .....</b>	<b>25</b>
19.01 .....	25
<b>ARTICLE 20 - GENERAL PROVISIONS.....</b>	<b>25</b>
20.01 NO WORK STOPPAGES .....	25
20.02 TECHNOLOGICAL CHANGE .....	26
20.03 PAYMENT.....	26
<b>ARTICLE 21 - GENDER APPROPRIATE UNIFORMS.....</b>	<b>26</b>
21.01 UNIFORMS .....	26
21.02 COMPOSITION OF THE UNIFORM .....	26
<b>ARTICLE 22 - STATUTORY HOLIDAYS .....</b>	<b>27</b>
22.01 STATUTORY HOLIDAYS .....	27
22.02 QUALIFICATION .....	27
22.03 RATES FOR STATUTORY HOLIDAY PAY .....	28
22.04 STATUTORY HOLIDAY ON A DAY OFF/WEEK OF VACATION .....	28
22.05 STATUTORY HOLIDAY ON VACATION .....	28
22.06 RELIGIOUS DAYS FOR STATUTORY HOLIDAYS .....	28
22.07 ASSIGNMENT OF WORK ON A STATUTORY HOLIDAY .....	29
22.08 PAYMENT FOR STATUTORY HOLIDAY .....	29
22.09 BANKING OF STATUTORY HOLIDAYS .....	29
<b>ARTICLE 23 - ANNUAL VACATION .....</b>	<b>29</b>
23.01 DEFINITIONS .....	29
23.02 ALLOTMENTS .....	29
23.03 VACATION CALCULATED .....	30
23.04 <u>VACATION</u> PAY TO BE PAID AT THE APPROPRIATE RATE .....	30
23.05 APPLICATION FOR CHANGE FORM.....	30
23.06 TERMINATION OF EMPLOYMENT.....	30
23.07 VACATION SELECTION.....	30
23.08 SICKNESS .....	31
23.09 VACATION POSTING .....	31
23.10 VACATION SCHEDULE/SIGN UP/FAILURE TO BID/VACATION CHANGES .....	31
23.11 NO WORK DURING VACATION .....	32

Collective Agreement between First Canada ULC and Unifor Local 114

**ARTICLE 24 - SAFETY.....32**

24.01 HEALTH AND SAFETY .....32

24.02 GENERAL .....32

24.03 SAFE OPERATION.....33

24.04 JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE .....33

24.05 FIRST AID/BIO HAZARD AND ENVIRONMENT KITS .....39

24.06 CHANGE OFF'S.....39

24.07 MANAGEMENT CONTACT NUMBERS .....39

**ARTICLE 25 - LEAVE OF ABSENCE .....40**

25.01 SICK LEAVE WITHOUT PAY .....40

25.02 OTHER LEAVES .....40

25.03 LEAVES WITHOUT PAY/ LEAVES WITH PAY/ BENEFITS DURING UNION LEAVE .....41

25.04 OTHER LEAVES .....42

25.05 DRIVER'S LICENSE SUSPENSION .....42

25.06 FAMILY RESPONSIBILITY DAYS .....43

25.07 EMERGENCY LEAVE .....43

25.08 SICK DAYS .....43

**ARTICLE 26 - DURATION .....43**

26.01 DURATION .....43

26.02 AGREEMENT TO CONTINUE DURING NEGOTIATIONS.....44

26.03 NO CHANGE IN CONDITIONS.....44

**LETTER OF AGREEMENT #1.....45**

RE: OBUS REIMBURSEMENT.....45

**LETTER OF AGREEMENT #2.....46**

RE: ALTERNATE EQUIPMENT .....46

**OHS REGULATIONS ON ERGONOMICS (MSI) REQUIREMENTS .....47**

**SIGNATURE PAGE.....51**

## **PREAMBLE**

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

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

### **1.01 SOLE BARGAINING AGENT**

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Company as described in the certification as issued on October 25, 2007. Properly accredited Officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

### **1.02 NOTIFICATION OF OFFICERS**

The Union shall provide the Company with the names of its Officers, Representatives and Shop Stewards.

### **1.03 ACCESS TO THE COMPANY'S PREMISES**

Officers and authorized Representatives of the Union will have access to the Employer's premises to conduct legitimate Union business during working hours. Union Officers and Representatives shall notify the Manager on duty in advance of their visitation, and cooperate with said Manager, or their designate

## **ARTICLE 2 - UNION MEMBERSHIP**

### **2.01 MEMBERSHIP IN GOOD STANDING**

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

### **2.02 JOINING THE UNION**

Each new Bargaining Unit employee shall become a member of the Union within seven (7) calendar days from the date of hire and shall remain thereafter a member

of the Union in good standing as a condition of continued employment with the Company in any job classification covered by this Agreement.

### **2.03 UNION DUES CHECK-OFF AND ASSESSMENTS**

The Company shall deduct from the pay of each Bargaining Unit employee covered by this Collective Agreement between First Canada ULC Langley and Unifor Local 114 regular monthly dues or any assessments payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within fourteen (14) calendar days from the pay period in which the deductions were made, along with a current list of all Bargaining Unit employees and the amount of dues deducted per employee, each month. All Union dues and assessment shall be reported on each employee's T-4 for income tax purpose. All Bargaining Unit employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from their pay of any amount equal to the regular monthly dues based on hours worked and payable to the Union as described above. Such authorization forms shall be provided to the Company by the Union. Dues are not deducted during approved leaves of absences (e.g. Short Term, Long Term and WCB).

### **2.04 T-4's**

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

### **2.05 UNION BULLETIN BOARD**

The Company shall provide a Union bulletin board at the depot for the exclusive use of the Union. Copies of all notices will be provided to the Employer.

### **2.06 UNION LOGO**

Union members shall be entitled to wear a lapel pin displaying the Union logo. All vehicles that are owned or leased and operated by the Company shall have the UNIFOR insignia affixed to them. The insignia will not exceed four inches by six inches (4" x 6") subject to approval by TransLink.

### **2.07 BARGAINING COMMITTEE**

The Company shall pay all lost wages for the Bargaining Committee including pre-bargaining days, for a maximum of two (2) Bargaining Committee Members. Remuneration will be eight (8) hours minimum or up to lost scheduled shift.

### **2.08 PRINTING OF COLLECTIVE AGREEMENT**

Each employee will be provided with a pocket-sized copy of the Collective Agreement which will be printed in a union printing shop at the Company's expense to a maximum of two hundred and fifty dollars (\$250.00). Sufficient copies will be

printed so as to supply all current employees and anticipated employee turnover, sixty (60) copies supplied to the Union and additional copies necessary for the ongoing Collective Agreement.

## **2.09 PAID EDUCATION LEAVE**

The Company agrees to pay into the Unifor Leadership Training Fund three cents (\$.03) per hour per employee for all compensated hours 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 leaves of absence without pay. The number of days available, on a yearly basis, for such leaves shall not exceed a maximum of 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.

## **ARTICLE 3 - MANAGEMENT OF THE WORKFORCE**

### **3.01 MANAGEMENT RIGHTS**

The Management and control of the Company and the direction of working forces, including the right to plan, direct, control and to schedule Company operations, methods of production and processing, the kind and operation of machinery and equipment, the right to hire, suspend, maintain discipline and discharge for just and reasonable cause, promote, transfer, layoff, the right to introduce or improve production facilities and maintain overall economic viability of operations are vested exclusively with the Company pursuant to the provisions of this Agreement.

### **3.02 UPDATING INFORMATION**

Employees shall keep the Company informed of their current address and telephone number. Employees on lay-off shall also keep the Company informed of their whereabouts so that they may be readily located for recall. The Company will forward all contact information of employees, including name, address and phone number(s), to the Union local office in July and January of each year, in addition to a monthly report containing the same, of each new employee.

### **3.03 SURVEILLANCE CAMERAS AND GPS**

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

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

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

## **ARTICLE 4 - RULES & REGULATIONS**

### **4.01 RULES AND REGULATIONS**

Employees shall be subject to, and be governed by, all Company policies, procedures, directives, special orders, and instructions which may be verbally conveyed, posted, issued, and as may be amended by the Company from time to time provided that such Company policies, procedures, directives, special orders, and instructions are not contrary to law or proper safety procedures or the terms and conditions of this Agreement.

### **4.02 DISCHARGE OF VIOLATION**

On occasion an employee driving a Company vehicle will be cited for a traffic violation, the reason for which can be traced to the vehicle, rather than any culpable conduct by the employee. Examples of this might be driving a vehicle which does not display a preventative maintenance sticker, or being found guilty of speeding when the vehicle's speedometer reads within the speed limit. The Company will pay any fines levied in those cases where it determines that the cause of the violation was due to the vehicle and not due to any culpable conduct on the part of the employee.

### **4.03 WORK RELATED COURT PROCEEDINGS**

All time lost by an employee due to necessary attendance any work-related court proceedings where required as a witness, shall be paid for at the rate of pay applicable to said employee.

It is agreed that "work related court proceedings" shall include any time lost from work in consultation with legal counsel and/or in court proceedings where an employee is called to give evidence or act as a witness or advisor with respect to any event/s that occurred during the employees paid job functions with the Company.

## **ARTICLE 5 - PREVENTION OF WORKPLACE HARASSMENT**

### **5.01 PREVENTION OF WORKPLACE HARASSMENT**

The Company and the Union acknowledge that all employees have the right to work in an environment free from harassment and where employees treat each other with dignity and respect. The Parties agree to work together to ensure that the workplace is harassment-free.

The Parties agree to jointly address all complaints as required by and in accordance with, the regulations legislated by WorkSafe. These regulations will be posted in the workplace and updated as required.

## **ARTICLE 6 - PICKET LINES**

### **6.01 REFUSAL TO CROSS A LEGAL PICKET LINE**

An employee shall not be penalized for refusing to cross a legal picket line as established by law or mutually agreed to by the Parties.

If picket lines affect routing, alternative routing will be implemented as established by the Company.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **7.01 DEFINITIONS**

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

"Days" shall mean calendar days.

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

If the Company does not respond within the prescribed time limits, the grievance shall be decided in favour of the Union, and the requested remedy shall apply. However, the Company shall not be deemed to have prejudiced its position on any future grievance.

## **7.02 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.

## **7.03 GRIEVANCES IN WRITING**

All grievances being presented to the Company at Step One or Step Two of these procedures must be presented in writing, stating what Article(s) are alleged to have been violated and the remedy that is being sought.

## **7.04 STEP 1**

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 or the grievance will be deemed to have been abandoned.

The Manager/Supervisor, or their designate, will respond in writing within seven (7) days of the grievance meeting.

If the matter is not advanced to Step 2 within seven (7) days after receiving an answer at Step 1, the matter shall be deemed to have been abandoned.

## **7.05 STEP 2**

If a satisfactory settlement is not reached at Step 1 the Union and the employee shall refer the matter to the appropriate Company Representative. Both the Company and the Union may have one (1) additional Representative present at the Step 2 meeting. The Parties may mutually agree to more than one additional Representative. Within five (5) days of the grievance being advanced to Step 2, the Parties shall confirm a mutually agreeable date for the Step 2 meeting to occur.

The Company will respond, in writing, within seven (7) days of the Step 2 meeting.

If the grievance is not resolved at Step 2, the matter may be referred to grievance mediation or arbitration. If not acted upon within fifteen (15) days of receiving the written response at Step 2, the matter will be deemed to be abandoned.

In the event of a dismissal grievance, the grievance may be advanced directly to Step 2 if mutually agreed to by the Union and the Company.

#### **7.06 GRIEVANCE MEDIATION**

Either Party may request that a grievance be referred to grievance mediation provided that such request is made within ten (10) days of the receipt of an answer at Stage 2 of the grievance procedure. Any such request is subject to the mutual agreement of the Parties.

The role of the Mediator shall be to assist the Parties in resolving the matter before him, but no recommendation or award shall be binding on either Party unless the Parties mutually agree otherwise.

Any discussions under this process are privileged to the Parties and will not be raised by either Party at any subsequent arbitration or other forum that may arise to deal with an issue that is subject to this process.

The Parties agree that all costs and expenses related to this process shall be shared 50/50 by the Parties.

#### **7.07 ARBITRATION**

In the event that arbitration of a grievance is desired by either Party, then the other Party shall be notified in writing of its desire to proceed to arbitration within thirty (30) days after receiving an answer at Step 2.

Within seven (7) days after the grievance has been submitted to arbitration, the Parties shall select a single Arbitrator.

An Arbitrator shall establish his/her own rules of procedure which must not, however, deny the right of hearing to the Parties involved in the dispute.

The decision of the Arbitrator shall be final and binding on the Parties and the Parties shall share equally in the fees and expenses of the Arbitrator. Should either Party disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to have the decision clarified. Nothing in this Article shall restrict either Party's right to appeal an Arbitrator's decision pursuant to the provisions of the Labour Relations Code of B.C.

#### **7.08 POLICY GRIEVANCES**

Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 2.

**7.09 TIME LIMITS FOR GRIEVANCES**

In the event of the absence of the grievor, the Union Representative or the appropriate Company Representative, time limits referred to in the grievance procedure may be extended by ten (10) days.

Any further extension of the time limits established in this Article may be altered only by mutual consent of the Parties.

**7.10 NO DISRUPTION OF WORK**

It is agreed between the Parties that subject to the operational requirements and without disrupting the work, grievance meetings whenever possible shall be held during regular working hours without loss of pay to these employees.

**7.11 PAYMENT FOR SHOP STEWARDS**

Shop Stewards and employees who are required to attend Step 1 and Step 2 grievance meetings shall not suffer any loss of wages and shall be paid only for their time in attendance at the Step 1 or Step 2 Meeting. They shall receive payment for all hours in attendance outside their posted or bid work at the hourly straight time rate of pay.

A Union Representative who is required to attend any disciplinary or investigatory meeting will also be compensated a minimum of two (2) hours pay.

**ARTICLE 8 - PRESENCE OF A SHOP STEWARD**

**8.01 RIGHT TO A SHOP STEWARD**

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

**ARTICLE 9 - EMPLOYEE RECORDS**

**9.01 EMPLOYEE AND UNION TO BE NOTIFIED**

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

## **Shop Steward Present**

The Company agrees that if it chooses to implement any discipline, including the written warnings, suspension or discharge of an employee, a Shop Steward or alternate shall be present or all discipline shall be deemed null and void. Where a Shop Steward or alternate is not reasonably available and the situation warrants immediate action, the employee may be sent home and held out of service until a Representative of the Union can be present. A meeting shall be convened as soon as all Parties are available. All time spent away from work by the employee shall count towards any discipline the Company decides to administer. If the Company decides to discipline less than the time that the employee has been held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.

### **9.02 EMPLOYEE'S PERSONAL RECORD**

An employee and/or Union Representative with the employee's consent shall have access the employee's personal record upon giving twenty-four (24) hours' notice to the Company.

### **9.03 PUBLIC COMPLAINTS**

All written public complaints and all verbal complaints logged by the Company which may result in discipline, shall be open for inspection by the Union, with personal information redacted.

### **9.04 SUNSET CLAUSE ON DISCIPLINE**

All disciplinary notations shall be removed from an employee's personal file after twelve (12) months have elapsed, providing another warning or reprimand relating to the same or similar offence has not been given within that period.

All safety related disciplinary notations shall be removed from an employee's personal file after twenty-four (24) months providing another warning or reprimand suspension relating to the same or similar offence has not been given within that period.

## **ARTICLE 10 - PROBATIONARY PERIOD**

### **10.01 PROBATIONARY EMPLOYEE**

The probationary period for all employees shall be five hundred and twenty (520) hours from the date of hire. The Employer shall provide orientation and training for all new employees (training period).

During the probationary period, the Company will assess the employee's suitability for continued employment and during this period may discharge an employee for

reason that he/she is unsuitable for continued employment. The Company shall act reasonably in judging the employee's unsuitability for continued employment.

The Company and the Union may, by mutual agreement, extend the probationary period of any employee. Such agreement must be in writing.

#### **10.02 ONE PROBATION PERIOD**

An employee shall not be required to serve more than one (1) probationary period except if rehired after twelve (12) months separation from the Company, except as provided for in Article 16.

#### **10.03 NOTICE OF NEW HIRES AND TERMINATION**

The Company shall forward to the Union Office the name and address of each newly hired employee (post training period) and the name of each employee who has voluntarily ceased employment, within seven (7) calendar days of hire or voluntary termination. The Company agrees to advise all newly hired employees to the fact that this Agreement is in effect, particularly the conditions of employment dealing with Union membership and dues check-off. In order to comply with the foregoing, the Union shall provide the Company with Union membership application forms which each newly hired employee shall be required to complete prior to actually commencing work for the Company.

### **ARTICLE 11 - SENIORITY**

#### **11.01 SENIORITY DEFINED**

An employee's seniority is defined as the length of service as calculated from the date of hire (completion of training period). Upon the completion of the probationary period the Company shall determine each new employee's classification date. Where more than one employee in a classification starts their probationary period on the same day, those employees' seniority shall be determined by drawing lots in the presence of a Shop Steward.

#### **11.02 POSTED SENIORITY LISTS**

Seniority lists will be updated if required and posted for a minimum of fourteen (14) days prior to each sign-up.

The lists will include employees' names and start date. The Company must be advised of any errors within ten (10) days of the posting.

Seniority lists shall be posted and supplied by the Company to the Shop Steward(s) and the Union Office prior to each sign-up. The lists shall contain the names of all members of the Bargaining Unit in order of their seniority showing name, classification, and order of seniority. The Company will keep the seniority

lists current with each hire and termination and will be posted and made available to the Shop Steward(s) and the Union Office upon reasonable request.

### **11.03 ACCUMULATION AND MAINTENANCE OF SENIORITY**

Employees shall continue to maintain seniority for a maximum of one (1) year when they are absent from work due to layoff.

### **11.04 LOSS OF SENIORITY**

Seniority shall be cancelled and the employee shall be deemed to be terminated if the employee:

- (a) is discharged and not reinstated;
- (b) voluntarily quits;
- (c) is on lay-off for more than one (1) year;
- (d) does not accept recall as per Article 16.00;
- (e) on Leave of Absence to work for another employer for sixty days. If employee returns they would return as a new hire.
- (f) Casual employees who have not actually performed any work for the Company for one hundred and eighty (180) consecutive calendar days shall be deemed to be terminated.

## **ARTICLE 12 - HOURS OF WORK**

### **12.01 HOURS OF WORK (FULL-TIME/PART-TIME/CASUAL)**

- (a) Structure of Work Weeks for Full-Time Employees

The standard work week shall consist of a minimum of thirty-seven and one-half (37.5) hours worked in a seven (7) consecutive day period with a minimum of two (2) consecutive days off.

Days shall mean calendar days except when working through midnight, a "day" shall mean all of the assigned hours from the start of the shift on one day, until the completion of all assigned duties at the end of the shift ending on the next calendar day.

The Company and Union agree that in its shift design, when varied shifts are required, the maximum hours that may be worked per day, without incurring overtime, and the standard hours of work per shift cycle shall be as set out below:

Shift	Maximum Standard Hours of Work Per Shift	Shift Cycle in Weeks	Standard Hours of Work/Shift Cycle
A	8.00	1	37.5 to 40
B	10.00	1	37.5 to 40

A = 5 days on 2 days off

B = 4 days on 3 days off

(b) Number of Hours (Part-Time/Casual)

The number of hours scheduled on any of the above described shifts may vary according to the operational requirements of the Company; however, the Employer must schedule weekly work assignments as close to the standard amount of hours as described in 12.01(a). The maximum standard hours of work per shift may be increased as long as the standard hours of work per shift cycle does not increase.

PART TIME EMPLOYEES

The work week for a part-time employee shall consist of an index under thirty-seven point five (37.5) hours worked, subject to approved leaves of absence. Said employees must make themselves available for a minimum of twenty-eight (28) hours a week, which may include days, mid-runs, evenings and week end shifts.

Part-time employees shall be offered an available shift, in order of availability, prior to the Casual pool being utilized.

CASUAL EMPLOYEES

There is no guarantee of hours for Casual employees.

(c) Company's Right to Schedule

The Company has the exclusive right to schedule shifts subject to the terms and conditions of this Agreement. The Company will provide two (2) weeks' notice of any change to a previously scheduled shift. It is recognized by the Parties that the determining factor in scheduling of the various shifts will depend on operational and contractual demands. This requirement for two (2) weeks' notice may be waived by mutual agreement between the Company and the Union.

**12.02 DUTY TIME**

Duty time is described as the time period between the employee's scheduled report time at a predetermined location and the driver's scheduled finish time at that same location.

In the case of a split shift, the scheduled finished time of the last piece shall not exceed twelve (12) hours from the scheduled start time of the first piece. This requirement may be waived by mutual agreement between the Company and the Union.

The Company and the Union agree that operational requirements may necessitate the "linking" of two (2) previously separate shifts, if a shift remains uncovered following the normal shift coverage process, including offering the shift as overtime. From the finish time of the last piece of work there shall be a minimum of eight (8) hours until the start of the next day's work assignment.

The rates of pay established by this Collective Agreement shall be paid for all duty time and all work assigned, which shall include all work required of a driver before, after and during the employee's work assignment consisting of but not limited to:

Pre-Trip the vehicle, completing the assigned schedule, returning to the yard, completion of all necessary paperwork, Post-Trip vehicle inspection, fueling, interior inspection of the vehicle, and if specifically requested by the Company, interior cleaning of the vehicle.

### **12.03 PAY FOR MINIMUM HOURS WORKED**

For the purposes of computing the minimum number of hours an employee shall be paid in any given day, the following shall apply:

- (a) Should a driver report for work and the work assignment has been cancelled prior to the driver's scheduled report time, the driver shall receive two (2) hours pay.
- (b) When a driver reports to work for an assignment which is less than four (4) hours duration, or is cancelled after the scheduled report time, the driver shall receive a minimum of four (4) hours pay at the applicable rate of pay. The driver shall, upon completion of the assignment, check with a Manager/Supervisor to see if there is any other work to be performed during the paid four (4) hour period.
- (c) Should a driver report to work and subsequently obtain Management approval to book off prior to completing the assigned work, the driver shall be paid only for the actual time worked.

### **12.04 COMPLETION OF ACCIDENT/INCIDENT REPORTS**

All employees are required to complete an accident or incident report at the completion of their shift as a result of an accident or incident occurring during their shift. Employees shall be paid a maximum of thirty (30) minutes at straight time rates for completing all such reports.

## **12.05 CALL-INS**

An employee called in for driving duties outside of regular working hours shall be paid a minimum of four (4) hours pay at the applicable hourly rate. Employees called to attend disciplinary, investigative, or safety meetings, etc. will be paid for all time in attendance with a minimum of two (2) hours pay.

## **ARTICLE 13 - OVERTIME**

### **13.01 OVERTIME RATES**

Excepting only where specifically stated, pay for overtime shall be based on the rate of pay established for the position in which the overtime is worked.

### **13.02 STRUCTURE OF OVERTIME**

Any unassigned work or extra work that becomes available, other than an extension to a shift, shall first be offered to part-time employees who do not have a full week's work at straight time rates.

Only after every part-time employee has been offered the unassigned or extra work, at regular straight time rates, to bring their total number of hours in that week up to forty (40) hours shall the Company then offer that work to Casual employees.

If all employees refuse to perform the work, the most junior Casual who has stated they are available on the availability list and who is on the seniority list, shall be forced to perform the work. Failing this, the Company can take any steps necessary to ensure the work is performed.

Casual work will be distributed in order of hire date seniority to available Casuals.

#### **NOTE:**

The Company will not make repeated calls to a part-time employee in an attempt to notify the employee of the availability of a shift. If unsuccessful after one (1) attempt and if return contact is not made by the employee after ten (10) minutes from the call if a message is left for the employee, the Company will go on to the next senior part-time employee. Contact will be defined as one of text, e-mail or telephone call.

### **13.03 OVERTIME AS AN EXTENSION TO A SHIFT**

When an employee is scheduled and for any reason that employee does not arrive at work in time, the previously assigned driver shall continue in service for a maximum of ninety (90) minutes. In the event that the Company determines that the coverage can only be arranged for as overtime, the overtime hours will be offered, in order of seniority, to the immediately available qualified employee. Should the more senior employee decline the offer, the junior qualified employee

immediately available will be required to perform the work. If there is no junior employee immediately available to perform the work, the Company will take any steps necessary to ensure the work is performed.

#### **13.04 NO SCHEDULED RELIEF**

When no relief employee is scheduled, overtime for the assigned driver on shift extension shall be compulsory up to a maximum of three (3) hours.

Five (5)-day work week: The first one (1) hour of the employees overtime shall be paid at one and one-half (1½) times rate of pay, and all subsequent hours or portion thereof shall be paid at two (2) times the employee's rate of pay.

Compressed work week: The first one (1) hour of the employees overtime shall be paid at one and one half (1½) times rate of pay, and all subsequent hours or portion thereof shall be paid at two (2) times the employee's rate of pay.

An extension to a scheduled shift for drivers scheduled to work on New Year's Eve shall be paid at two (2) times the regular rate of pay.

No driver will be required or allowed to work more than six (6) days in a calendar week.

#### **13.05 NO PYRAMIDING**

There shall be no pyramiding of overtime. This applies to additional pay on Statutory Holidays.

#### **13.06 BANKED OVERTIME**

If an employee desires to bank overtime hours, that employee must make such a request in writing.

- (a) Overtime which is banked shall be credited in terms of a dollar amount at the rate of pay in effect at the time the overtime was worked.
- (b) When an employee leaves the Company, all banked overtime will be paid out in full.
- (c) The Company will keep a record of all banked overtime which will be available for perusal by the employee. Banked overtime accruals will be included in each employee's pay stub.
- (d) Example of banked hours:  
1 overtime hour at 1.5 times = 1.5 hours banked  
1 overtime hour at double time = 2 hours banked
- (e) Banked overtime shall be paid out after receipt of a written request and will be included with the next payroll.

- (f) Employees are entitled to take their bank time as paid time off with two (2) weeks written notice subject to Company staffing requirements.
- (g) Banked overtime cap will be restricted to forty (40) hours. All hours worked in excess of the forty (40) hour bank shall be paid out at the rate of pay under Article 13.

## **ARTICLE 14 - SHIFT CONSTRUCTION**

### **14.01 SHIFT CONSTRUCTION**

The Company has the exclusive right to construct shift assignments for sign ups. The Company shall endeavour to construct as many full-time shift packages, with the goal being between thirty-seven and one-half (37.5) hours and up to forty (40) hours as possible, with preference given to the creation of "four (4) days on - three (3) days off weekly shift packages.

### **14.02 ASSIGNMENT OF DAILY WORK (LEAVE LESS THAN SEVEN (7) DAYS)**

Any shift which must be covered due to the absence of a previously assigned full-time employee will be offered to part-time employees in order of seniority provided:

- (a) it does not conflict with the National Safety Code; and
- (b) it may not generate overtime or exceed the maximum number of pay work hours permitted at any point during the pay week or on a daily basis.

In the event that the most senior part-time employee passes on the work, it will be offered to the next most senior part-time employee available until it is accepted.

Should the accepting driver have an assigned piece of work, such work will pass to the Casual employees for assignment.

If the part-time list is exhausted, the work shall pass to the Casual pool.

### **14.03 SHEET COMMITTEE**

The Employer shall construct full-time and part-time indexes which shall designate the runs available to Operators at sign-up. Indexes shall be determined using the blocking from the customer.

A Sheet Committee, consisting of two (2) Union Representatives with Community Shuttle service will be appointed. The Employer shall pay the straight-time wages of Union Sheet Committee Representatives for time spent at sheet review to a maximum of sixteen (16) hours per sign up. The Sheet Committee will review the indexes and make suggestions for changes, if any, to the Company.

The suggestions of made by the Sheet Committee about the roster will be considered as far as possible provided:

- (a) The completion of the roster will not be unduly delayed; and
- (b) The Employer reserves the final decision as to whether a Sheet Committee suggestion is adopted or rejected.

The Sheet Committee will be granted a minimum of seventy-two (72) hours to provide suggestions. If the Sheet Committee does not make suggestions within the time granted by the Employer after receipt of the roster, the Sheet Committee shall be deemed to have made no suggestions on the roster.

Sheet review will not be delayed if a regular Sheet Committee member is unavailable. An alternate will replace the regular Sheet Committee member.

The Employer will provide a roster to the Sheet Committee a minimum of seventeen (17) days in advance of the work going into effect. Such timeline may be waived if the customer requires a change in the blocking with less than twenty-one (21) days notice to the Employer.

The Employer will post new indexes for sign-up as required.

Wording references glossary:

- “Block” – means the bus schedule received from the customer.
- “Index” – means a composition of shifts for a one (1)-week period beginning on a Sunday and ending on a Saturday.
- “Roster” – comprised of all the indexes
- “Shift” – hours of work for given day

## **ARTICLE 15 – SIGN-UPS**

### **15.01 SIGN-UPS**

- (a) Three (3) Sign Ups Per Year

There shall be three (3) sign ups per year where employees shall choose all scheduled work pursuant to their classification seniority. Should the Company be required to post a new sign up due to an increase or decrease in runs, the Company shall have the right to have an additional sign up, after consultation with the Union. Sign up dates will correspond with Coast Mountain Bus Company Community Shuttle sign-ups, as sheet changes and TransLink marketing are all linked to these dates.

(b) Blocks to be Posted

All run blocks shall be posted for sign up for seven (7) calendar days. Available vacation blocks and weekly, pre-approved Leave of Absences, shall also be posted at the same time.

(c) Sign Up Postings

Sign Up bulletins shall contain the following information:

- (i) title of position(s);
- (ii) scheduled days off and hours of work.

(d) Qualifications

Qualifications as a condition of employment shall include the holding of an appropriate motor vehicle license of a class required to drive any vehicle operated by the Company, any other required licenses and the ability to do the work in question.

Upon renewal of the employee's Driver's License, the employee must provide the Company with a new Driver's License and abstract.

(e) Sign Up Process

- (i) Employees shall sign up in seniority order at sign up time by their designated time. It is agreed that employees will be designated a day and time to call in to exercise their seniority in an effort to expedite the sign-up process.
- (ii) Employees who are on any leave as provided for in this Agreement shall indicate to the Union Sign-Up Representative or alternate, in writing, electronic correspondence or by phone call their choice for the work they would like to perform.
- (iii) It is the responsibility of the employee to notify the Union Sign-Up Representative or alternate of the employee's choice of work. Failure to do so will have the Union Representative sign work on their behalf that is identical or similar to the work the employee had for the previous sheet.

(f) Seniority Application

Full-time employees will sign up in order of seniority for full-time work assignments on the full-time running sheets. Part-time employees will sign up in order of seniority for part-time running sheets.

- (g) The Company will provide to the Union, prior to each signup, a complete listing of all blocks to be signed for regular work, as well as for all Statutory Holidays that will occur during the signup sheet period. The Union will conduct the signup ensuring its processes and policies are addressed, and provide back to the Company the day after the signup, a complete list of all employees and the work they have selected for regular work as well as Statutory Holiday work.

The Company agrees to pay twelve (12) hours to conduct such a signup.

### **15.02 VACANCIES BETWEEN SIGN UPS (SEVEN [7] CONSECUTIVE DAYS OR MORE)**

When a full-time vacancy, known to be seven consecutive days or more in duration, occurs for any reason between sign ups, that vacancy shall be posted and available for signing by the affected (junior) full-time employees first, then part-time employees.

The previously agreed to language stating that casual employees shall not be eligible to post into a vacated block will be added to 15.02.

### **15.03 RETURNING FROM LEAVE OF MORE THAN THREE (3) MONTHS**

Any employee who has signed for a shift and is returning from a Leave of Absence, shall assume their signed posted position. The returning employee must provide the Company with written notice prior to 16:00 the Wednesday prior to the calendar week they intend to return.

- (a) An employee returning from medical leave of more than three (3) months may have to provide an I.M.E. at the Company's expense, in addition to a driver's refresher course.

## **ARTICLE 16 - LAYOFF, RECALL AND TRANSFER**

### **16.01 LAYOFF**

In the event of a reduction in the scheduled work available for full-time and part-time employees, Article 15.01 will come into effect. Any current full-time or part-time drivers for which no index is available, will have the option to be laid off or become a Casual employee. The Company will provide fourteen (14) days' notice in writing, or at its discretion, pay in lieu of notice, to the employees affected by the layoff.

### **16.02 RECALL ORDER**

- (a) Employees who are laid off shall be placed on a recall list for up to three hundred sixty-five (365) consecutive calendar days from the date of their lay off. Recall to work shall be in order of seniority (last off, first on) provided

the employee to be recalled is qualified and capable of performing the work in question.

- (b) Employees returning from lay-off or who were working in another classification, due to a reduction of work, shall be recalled into their previous classification with their full seniority, and benefits.

### **16.03 METHOD OF RECALL**

Recall to work shall be made by telephone, in addition to email, with a Union Representative being copied, and if necessary, by registered mail or hand delivered notice to the employee's last known address.

### **16.04 EMPLOYEES TO RESPOND TO NOTICE OF RECALL**

Employees must respond to a notice of recall for work within seven (7) calendar days of notification of recall, or they shall be deemed to have voluntarily terminated their employment.

### **16.05 TRIAL PERIOD**

Any employee, who posts into a new position, shall serve a trial period for twenty (20) shifts worked. The shift such employee vacates shall be covered as outlined in Article 13.02. Should the Company find that the employee is not suitable for the new position, or the employee finds that the position is not satisfactory, they shall return to their previous position and the vacancy will be reposted. The Company shall act reasonably in judging the employee's unsuitability for permanent placement in their new position.

## **ARTICLE 17 - WAGES & CLASSIFICATIONS**

### **17.01 METHOD OF PAYMENT OF WAGES**

Payment shall be by direct deposit. Statutory Holiday pay shall be shown separately on pay stub.

Employees shall be paid on a bi-weekly basis by direct deposit. Pay shortages of greater than one hundred dollars (\$100.00) will be corrected by special deposit, at the request of the employee.

#### **CATEGORY A**

Community Transit Driver

Classification: (Full-time, Part-Time, Casual, Probationary)

New Hire Training (wage): Sixty percent (60%) of regular rate.

The training period shall be no more than one hundred and sixty (160) hours or the commencement of the first independent revenue service shift.

Lead Hand: One dollar (\$1.00) per hour premium for the hours when required to carry cell phone.

**CATEGORY B**

Driver Instructor

A temporary position required to provide operational training for drivers. Two dollars (\$2.00) per hour premium for hours worked as an Instructor. Line Trainer — Orientation

A temporary position required to provide on the bus and in-service route orientation. A one dollar (\$1.00) per hour premium for hours worked as a Line Trainer.

Any hourly paid employee designated by the Company as a Driver Instructor or Line Trainer shall receive a premium as set above in addition to his/her regular rate of pay for hours worked as a Driver Instructor or Line Trainer.

**WAGES**

April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023	Jan 1, 2024
2%	2%	3%	3%	2%	Market Adj. \$1.30
\$25.31	\$25.82	\$26.59	\$27.38	\$27.93	\$29.23

**17.02 CATEGORIES OF EMPLOYMENT**

There shall be four (4) categories of employment:

- (a) Full-time Employees;
- (b) Part-time Employees;
- (c) Casual Employees;
- (d) Probationary Employees.

**17.03 FULL-TIME EMPLOYEE**

Full-time employees are defined as those hourly paid employees who are not on probation and who, by their Company seniority, hold a full-time shift, on a twelve (12) consecutive calendar month basis.

#### **17.04 PART-TIME EMPLOYEES**

Employees who are not regularly scheduled for a full-time run but are available to work for the Company at all times and make the Company their principal place of employment.

##### **Part-Time Rights**

Part-time employees who wish to make the Company their primary place of employment will be assigned work in accordance with their seniority (i.e. classification date).

#### **17.05 CASUAL EMPLOYEES**

Employees who state their availability (working restrictions) and are not regularly available to work for the Company at all times and/ or who make their principal place of employment elsewhere.

##### **Casual Rights**

Casuals employees, based on their availability, will be assigned work in accordance with their seniority (i.e. classification date).

Casual employees must state their availability on a form for that purpose.

#### **17.06 DRIVER IMPROVEMENT COURSES**

The Company shall offer Professional Driver Improvement Courses and/or other Driver Improvement Programs to all drivers. The Company will provide such training a minimum of once per life of the current Collective Agreement.

#### **17.07 MANDATORY TRAINING PAY**

All mandatory training shall be at the regular rate of pay, but shall not count towards overtime.

The Parties agree that wherever possible all mandatory re-training will be scheduled during working hours. In the eventuality that training cannot be accommodated within the normal weekly hours and scheduled outside working hours it will be payable at straight time.

The Company will pay the costs of all training required for all employees inclusive of lost time to attend the training.

The Company is required to give fifteen (15) days' notice before any mandatory training is offered or imposed except where agreed to by the Union. Subject to advance notice being provided, the Company shall allow for all reasonable absences from such training and will work with the employee to reschedule the training.

**ARTICLE 18 - EMPLOYEE BENEFITS**

**18.01 BENEFITS FOR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

The Parties to this Agreement shall establish a contributory plan providing for the following benefits for eligible permanent employees, subject to conditions of contracts or policies entered into. Eligible employees [as limited in (A) and (B) below] will be required to join the plan when first eligible.

(A) Full-Time Permanent Employees:

The Company will provide benefit coverage for full-time employees.

**Plan Components**

Life Insurance  
Accidental Death and Dismemberment Insurance (AD&D)  
Dependent Life Insurance  
Short Term Disability  
Long Term Disability  
Extended Health  
Dental

(B) Regular Part-Time Employees:

The Company will provide benefit coverage for part-time employees meeting the qualifying criteria. Part-time employees, qualify by signing a piece of work with a minimum of twenty-eight (28) hours per week. All part-time employees so qualifying must join the plan.

**Plan Components**

Life Insurance  
Accidental Death and Dismemberment Insurance (AD&D)  
Dependent Life Insurance  
Extended Health  
Dental

The number of benefit positions cannot exceed the number of indexes meeting the qualifying criteria. Employees off work and receiving benefits under the Plan will continue to occupy a benefit position and the driver filling the vacancy will not qualify for benefits while working the vacated index.

(C) Premiums

The Company will pay the cost of benefits premium for eligible employees who have completed the necessary forms and fulfilled any waiting period defined by the insurance carrier as outlined below:

<b>Benefit</b>	<b>Permanent Full-Time</b>	<b>Regular Part-Time</b>
Life Insurance	100%	100%
AD&D	100%	100%
Dependent Life Insurance	100%	100%
Short Term Disability	100%	Not applicable
Long Term Disability	50%	Not applicable
Extended Health	75%	50%
Dental	75%	50%

(D) Eligibility

Eligible employees must participate in the cost-shared Benefit Plan on the first of the month following completion of three (3) consecutive months of employment.

(E) Benefit Continuation During Absence

If an employee ceases to be actively at work due to illness or injury, all plan benefit coverage will continue during disability while the employee pays any required contribution, as follows:

- (a) For non-occupational illness or injury for which Short Term Disability / Weekly Indemnity or Long-Term Disability benefits are payable, for a period of time equal to twenty percent (20%) of your pre-disability years of service, subject to a minimum period of one (1) year and a maximum of age sixty-five (65). Employees who receive disability payments after attaining age sixty-five (65) can continue to receive benefit coverage for the maximum period for which Short Term Disability / Weekly Indemnity or Long-Term Disability benefits are payable.
- (b) For occupational illness or injury for which WCB/WSIB benefits are payable, for a period of time equal to twenty percent (20%) of your pre-disability years of service, subject to a minimum period of two (2) years and a maximum of age sixty-five (65).
  - (i) If an employee ceases to be actively at work due to a Leave of Absence, other than a Leave of Absence that is mandated by legislation or Union Leave as provided for in Article 25.03 of the Collective Agreement, all plan benefit coverage will be discontinued until the employee returns to work.
  - (ii) If an employee ceases to be actively at work due to a Leave of Absence that is mandated by legislation, such as Maternity and/or Parental Leave, all plan benefit coverage may continue for the period of leave to which the employee is entitled by

legislation as long as the employee contributes their portion of the premium. If the employee chooses not to continue benefit coverage during the leave to avoid payment of premium they must submit a written signed notice to discontinue any required contribution along with the request for benefit termination.

- (iii) If an employee ceases to be actively at work due to a layoff, plan benefit coverage will continue for a period of one (1) month following the month in which the layoff commences as long as the employee pays one hundred percent (100%) of the cost of the premium.

## **18.02 Bus Pass**

The Company and the Union agree that full-time employees will be provided with a bus pass which will also include a spousal pass if same can be approved by TransLink (the spousal pass). The provision of such pass will be considered a taxable benefit. The Employer is not responsible for passes unless provided by TransLink.

## **18.03 PAID DOCTOR'S DOCUMENTATION**

Any reports, forms or medical assessments required for Short-Term or Long-Term Disability application will be paid for by the Company. The Company agrees that medical information shall be treated in strict confidence and shall remain confidential and in the possession of the benefit carrier.

Doctor's notes may be requested for absences exceeding three (3) consecutive days. In addition, an employee demonstrating a pattern of absenteeism due to illness may be required to produce a doctor's note to substantiate such illness.

## **ARTICLE 19 - RRSP**

### **19.01**

For each full-time employee, the Company will contribute to the First Group Deferred Profit Sharing Plan. Overtime hours will be calculated at straight time at:

One dollar (\$1.00) per hour worked

## **ARTICLE 20 - GENERAL PROVISIONS**

### **20.01 NO WORK STOPPAGES**

There shall be no slowdown of work or other concerted activity on the part of the employees in relation to their work that is designed to restrict or limit output during

the term of this Collective Agreement. There shall be no strikes or lockouts by the Parties to the Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

## **20.02 TECHNOLOGICAL CHANGE**

Should the services of a full-time employee be permanently terminated due to technological change, the employee will at the Company's discretion be given notice or pay in lieu of notice on the basis of one (1) week's pay for every twelve (12) months of accredited service with the Company, up to a maximum of twelve (12) weeks pay or notice.

## **20.03 PAYMENT**

Except as elsewhere provided herein, an employee upon discharge shall be paid all money due to him/her within seven (7) days. Upon quitting, the Company shall pay all money due to such employee on or before the pay day in the week following such termination.

## **ARTICLE 21 - GENDER APPROPRIATE UNIFORMS**

### **21.01 UNIFORMS**

Uniforms shall be worn during working hours in a proper way that is in compliance with the Company standard.

### **21.02 COMPOSITION OF THE UNIFORM**

Uniform shall consist of:

- Two (2) pairs of slacks (Altered to fit);
- One (1) summer jacket;
- One (1) winter weight jacket;
- Four (4) shirts (two (2) short sleeves and two (2) long sleeves) or any combination;
- One (1) vest;
- Two (2) pairs of shorts
- Two (2) safety vests (replaced as needed)

Replacement of the above items shall be done upon proof of need for the item requested.

The Company shall provide to those drivers who are employed during the months of May to September two (2) pairs of light-weight slacks or two (2) pairs of shorts and light weight short sleeved shirts. Employees may increase the quantities due to wear and tear.

If needed, uniform pants may be tailored for female operators, the cost of which must be pre- approved by the Company. Cost of the above entitlement shall be borne by the Company.

The Company will supply caps for operators upon request and shall be replaced upon show of need. The Company is not responsible to replace caps that have been lost or stolen.

## **ARTICLE 22 - STATUTORY HOLIDAYS**

### **22.01 STATUTORY HOLIDAYS**

The Company shall observe the following days as Statutory Holidays:

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

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

### **22.02 QUALIFICATION**

All employees must qualify for Statutory Holiday pay in accordance with conditions of employment as follows:

An employee is not eligible for Statutory Holiday pay for holidays that occur during the employee's first thirty (30) days of employment. Employees must have worked their last regularly scheduled day before and their first regularly scheduled day after the holiday except where such absences are as a result of a bereavement leave, approved Leave of Absence, absence on vacation or illness of more than three (3) working days duration. Employees absent on qualifying days by reason of the employee being on layoff, unauthorized Leave of Absence, illness of three (3) working days or less or absence on Worker's Compensation, or any other absence not specifically mentioned above, shall not qualify for a paid Statutory Holiday.

Regular part-time drivers who have not made themselves available for work on their last scheduled call-in day immediately preceding and/or on their first scheduled call-in day immediately following the holiday for reasons other than

illness, approved Leave of Absence or injury, shall not qualify for a paid Statutory Holiday.

### **22.03 RATES FOR STATUTORY HOLIDAY PAY**

All employees on a Statutory Holiday, in addition to their regular statutory pay for that day, shall be paid time and one and one-half (1<sup>1/2</sup>) times their regular rate of pay for all hours worked on a Statutory Holiday.

All employees who were scheduled to work on a Statutory Holiday and who qualify under Article 22.02, but are subsequently given the day off shall be paid at their regular rate of pay for their scheduled hours for that day.

### **22.04 STATUTORY HOLIDAY ON A DAY OFF/WEEK OF VACATION**

If a recognized Statutory Holiday occurs during an employee's vacation or on the employee's regular scheduled day off, the employee shall receive a day off with pay at a mutually agreed upon time or a day's pay, whichever the employee chooses. If no mutually agreed upon date, the scheduled day off will be taken adjacent to the holiday.

Employees who work on a Statutory Holiday shall receive a day off adjacent to the time off or will have the option of banking the entire time under Clause 13.06. The employee must notify the Company two (2) weeks prior to the Statutory Holiday if they are to take the time off or banking the time; otherwise they will be paid out.

### **22.05 STATUTORY HOLIDAY ON VACATION**

Regular employees who are on a scheduled day off or on vacation on the day the Statutory Holiday falls, will be granted a day off with pay in lieu of the Statutory Holiday, to be taken in conjunction with the employee's annual vacation, or the employee, upon written request fourteen (14) calendar days prior to the holiday, shall receive an average day's pay. On a Statutory Holiday a driver who qualifies for Statutory Holiday pay shall be paid the equivalent hours of their average hours.

### **22.06 RELIGIOUS DAYS FOR STATUTORY HOLIDAYS**

Employees who for bona fide religious holidays are not reflected herein may with the authorization of the Company choose to switch the above noted Statutory Holidays for their religious holiday days. Said employees may only exercise these days on a yearly basis. Payment for Statutory Holidays will be paid on the designated days. Pyramiding of Statutory Holidays is not permitted. Said employees must declare their religious holidays at the beginning of year in an attempt to accommodate said employees.

## **22.07 ASSIGNMENT OF WORK ON A STATUTORY HOLIDAY**

A list of Statutory Holiday(s) in a Sign-Up will be included on a separate sign-up sheet. All full-time, Part-Time and Casual employees who wish to work the Statutory Holiday(s) shall sign the 'Stat Holiday Sheet'. Work shall be selected, in order of classification seniority (full-time/part-time/Casual), by those employees signing the Stat Holiday Sheet:

## **22.08 PAYMENT FOR STATUTORY HOLIDAY**

Whether a Statutory Holiday is worked or not worked, full-time employees shall be entitled to the following pay:

- (a) All full-time employees will be paid stat pay equivalent to a normal day's work [eight (8) hours paid for five (5)-day work week or ten (10) hours paid for a four (4)-day work week] at straight time rates regardless of which day in the week the holiday falls. Such hours shall be added to the accumulated hours for the week.
- (b) Part-time and Casual employees shall be granted Statutory Holiday pay in accordance with the provisions outlined in Employment Standards Act.

## **22.09 BANKING OF STATUTORY HOLIDAYS**

Employees have the option of banking the first forty (40) hours of Statutory Holiday pay in the calendar year for later use as a single week block. Upon written request from the employee, the Company will bank the first the first forty (40) hours of Statutory Holiday pay in the calendar year for the requesting employees. Notice must be submitted prior to December 15<sup>th</sup> of the preceding calendar year.

These banked Statutory Holiday hours/pay must be used as a single week absence and cannot be split into single or multi-day absences. The single week block may only be selected following completion of the vacation sign-up process. Any unused blocks will be paid out prior to January 15<sup>th</sup> of the following year. The total combined number of employees on vacation and blocked Statutory Holidays may not exceed the Article 23.07 minimums unless permitted by the Company.

## **ARTICLE 23 - ANNUAL VACATION**

### **23.01 DEFINITIONS**

"Year" shall mean calendar year (January 1 to December 31); "day" shall mean working days; "service" shall mean accredited service with the Employer.

### **23.02 ALLOTMENTS**

Employees who complete the years of service (from date of hire) shown under column (1) shall be entitled to the corresponding number of weeks of annual

vacation as shown in column (2) to be taken during that year and subsequent years.

end of 1 <sup>st</sup> year of service	two (2) calendar weeks	4%
end of 3 <sup>rd</sup> year of service	three (3) calendar weeks	6%
end of 6 <sup>th</sup> year of service	four (4) calendar weeks	8%
end of 15 <sup>th</sup> year of service	five (5) calendar weeks	10%

Vacation pay shall accrue at the percentage rates shown in Column 3 of the table above for the number of years of employment.

**23.03 VACATION CALCULATED**

A full-time employee shall earn their annual vacation entitlement for any calendar year only when they reach their anniversary. However, an employee is not entitled to take or bid a vacation until after they have completed six (6) months continuous service.

**23.04 VACATION PAY TO BE PAID AT THE APPROPRIATE RATE**

Full-time employees shall have vacation pay paid out when they take their vacation.

Vacation pay-out will be considered when members are on approved leaves (i.e. STD, LTD, Union Leave). Vacations weeks not used will be posted by the Company and granted in accordance with a drivers' seniority.

Employees may elect to carry over one (1) week to the next calendar year but must be used in conjunction with the following year's vacation (i.e. to extend one's vacation block).

**23.05 APPLICATION FOR CHANGE FORM**

Full-time employees, upon request using the Application for Change Form, prior to their vacation, shall receive their vacation entitlement as specified in Clause 22.02.

**23.06 TERMINATION OF EMPLOYMENT**

Any employee who terminates their employment with the Company shall receive vacation pay calculated according to the appropriate Clause in this Article, for any unused vacation entitlement based on service up to the date of termination. The vacation entitlement for the termination year shall be prorated by the length of service in that year.

**23.07 VACATION SELECTION**

Vacations shall be selected and awarded in order of seniority, by classification, first full-time then part-time. Employees shall be granted their vacation dates in

accordance with their seniority consistent with the efficient operation of the business.

Drivers - No less than: three (3) drivers per week

### **23.08 SICKNESS**

An employee who is scheduled to commence their annual vacation and goes on short term disability on their last working day before their vacation commences, may have their vacation deferred and rescheduled at an agreed to time, provided that the said employee produces a Company Medical Form and a Company Return to Work Form duly completed by a doctor.

### **23.09 VACATION POSTING**

The Company shall post a list of employees in order of seniority. This list shall indicate the amount of vacation each employee is entitled to take in the following year. This list will be posted no later than October 7<sup>th</sup> of each year.

### **23.10 VACATION SCHEDULE/SIGN UP/FAILURE TO BID/VACATION CHANGES**

(a) Vacation Schedule

The Company shall post a vacation schedule identifying the number of full-time employees who will be permitted to be off on vacation at any given time.

(b) Sign Up of Vacations

The third (3<sup>rd</sup>) Monday of October, each employee shall sign up for vacations during the time allocated on the schedule provided, in order of seniority by classification. The Union will be notified of annual vacation selections.

(c) Failure to Bid

An employee, who does not record their bid for vacation on the schedule provided, will be given a choice of the available dates after all other employee's vacations have been allocated subject to the operational requirements of the Company and subject to Clause 23.07.

(d) Vacation Changes

If an employee wishes to change their holiday schedule during an active sign-up sheet, to a vacant weekly allocation, they may do so however, the employee will be placed at the bottom of the Casual seniority pool for the week they were to be on vacation. The Union will be notified of annual vacation changes.

### **23.11 NO WORK DURING VACATION**

Employees on vacation shall not be entitled to any work.

## **ARTICLE 24 - SAFETY**

### **24.01 HEALTH AND SAFETY**

(a) Vehicle

Drivers shall be responsible for reporting all vehicle mechanical faults detected during the time the driver is assigned to the vehicle. Forms provided for this purpose must be completed and returned by the driver during or immediately after their shift.

Drivers shall immediately make a verbal report to a Manager/Supervisor, or their designate, on duty of any mechanical defaults detected which they consider hazardous to the safe operation of the vehicle.

Once a vehicle report has been submitted that driver shall receive an update confirming that the related major repair has been carried out on the vehicle. Vehicles awaiting non-safety related repairs shall be identified, on a tracking sheet, by the Company. The tracking sheet will be readily available to all employees.

As per OHS regulations on Ergonomics (MSI) Requirements, the Company agrees to follow regulations 4.46 to 4.53 when there is a change to the employees work station, equipment and / or tools (see attached).

(b) Unsafe Vehicle

Any mechanical faults which are considered by either the driver or a Manager/Supervisor as hazardous to the safe operation of the vehicle shall be reported as quickly as possible.

(c) Vehicle to be Parked (Right to Refuse Unsafe Work Language — Article 24.04 - Point 5)

Any vehicle deemed unsafe will be parked until repairs have been completed.

### **24.02 GENERAL**

When an employee suffers an incapacitating accident or injury during work hours, they shall be paid their full day's wages for the day of the accident, but shall refund to the Company any compensation benefits they may subsequently receive for the day of the injury. Employees must notify the Company of any such compensation received.

### **24.03 SAFE OPERATION**

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

### **24.04 JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE**

The Union and the Company agree to continue a Health and Safety Committee. The OHS Committee shall consist of not more than two (2) Representatives from Langley, and not more than two (2) Representatives of the Company. At no time shall the number of Employer Representatives outnumber the Union Representatives. The Parties agree the policies and guidelines relating to the Committee shall be established by the Committee. The Committee shall meet not less than monthly or upon reasonable request by either of the Parties. The Committee members shall be paid their regular rate of pay to attend the above noted meetings. Said meetings will be held in Langley Community Shuttle office. The Union and the Company shall be governed by the applicable Act and Regulation regarding Health and Safety.

#### **1 Company Duties**

The Company shall take all reasonable and necessary precautions to ensure every worker a safe and healthy workplace and to protect the environment in the workplace. The Company shall comply in a timely manner with the Worker's Compensation Act, regulations, codes of practice, and guidelines and all relevant environmental laws, regulations, codes of practice, and guidelines. All standards established under these laws shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health, Safety and Environment Committee which shall be known throughout the following Articles as "the Committee". The Company agrees to make the agenda available forty-eight (48) hours prior to the scheduled monthly meeting.

#### **2 Employee Duties**

While at work, every employee shall:

- (a) use any safety materials, equipment, devices and clothing that are intended for the employee's protection and furnished to the employee by the Company or that are prescribed;
- (b) follow prescribed procedures with respect to the health and safety of employees;
- (c) take all reasonable and necessary precautions to ensure the health and safety of the employee, the other employees and any person likely to be affected by the employee's acts or omissions;

- (d) comply with all policies, procedures and instructions from the Company concerning the health and safety of employees and the general public.
- (e) cooperate with any person carrying out a duty imposed under this Part;
- (f) cooperate with the policy and work place committees or the Health and Safety Representative;
- (g) report to the Company anything or circumstance in a work place that is likely to be hazardous to the health or safety of the employee, or that of the other employees or other persons granted access to the work place by the Company;
- (h) report in the prescribed manner every accident or other occurrence arising in the course of or in connection with the employee's work that has caused injury to the employee or to any other person;
- (i) comply with every oral or written direction of a Provincial Health and Safety Officer or an Appeals Officer concerning the health and safety of employees; and
- (j) report to the Company any situation that the employee believes to be a contravention of this Part by the Company, another employee or any other person.

### **3 Joint Health, Safety and Environment Committee**

- (a) The Company and the Union agree to maintain the established Joint Health, Safety and Environment Committee in accordance with the Worker's Compensation Act, its regulations, codes of practice and guidelines and environmental laws, regulations, codes of practice, and guidelines. The Union representation on this Committee in each branch shall be established under Division 4 of the Act. At least two (2) members must be selected by the Union. At no time shall the number of Company members allowed to outnumber the amount of Union members.
- (b) The Committee shall assist in creating a safe and healthy place to work and one which does not harm the environment, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance, by all Parties, with appropriate laws, regulations, codes of practice, and guidelines. All Parties shall comply with the recommendations or respond with solution(s) that are acceptable to the co-chairpersons of the Committee.

- (c) Without limiting the generality of the foregoing, the Committee shall:
- (i) Determine that specific workplace inspections have been carried out in accordance with the legislation. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (ii) Ensure that accident and incident investigations have been made.
  - (iii) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (iv) The Union Co-chairperson or their alternate shall participate in and keep a record of all types of inspections and work refusals.
  - (v) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (vi) Hold regular meetings in accordance with the Standards mandated by the Legislation or more frequently if mutually agreed upon by the Union and the Company Co-chairpersons for the review of:
    - reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention;
    - remedial action taken or required by the reports of investigations or inspections;
    - any other matters pertinent to health, safety, and the environment.
  - (vii) Have access to and promptly receive copies of all reports, records, and documents in the Company's possession or obtainable by the Company pertaining to health, safety or environmental matters. All records to remain in Company's office.

#### **4 Work Place Hazards**

- (a) The Company agrees that all members of the Committee shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.
- (b) If a Committee member determines that a safety hazard exists the Committee member may direct the Company to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) In the event of a disagreement between the Co-chairpersons of the Committee that an unsafe condition exists, it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.
- (d) If the Company receives a direction under (c), the Company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

#### **5 Right to Refusal of Unsafe or Unhealthy Work**

- (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.
- (b) If a worker exercises his or her right to refuse he or she shall notify the Supervisor and a Union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) The Union Co-chairperson or alternate shall fully participate in the investigation at every stage. Both Parties agree to follow the steps under the Act from a work refusal based on unsafe, unhealthy work. (subject to a resolution under item (c) under Work Place Hazards above)

- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Worker's Compensation Act, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (g) For the employee who refuses work, with just cause, under section 5 and all employees affected by the refusal, and any direction under section 4 there shall be no loss of pay, seniority or benefits during the period of refusal.
- (h) If a work is deemed safe by a Provincial Health and Safety Officer, the member may appeal the decision to an Appeals Officer within ten (10) days. If the Appeals Officer deems no danger, the member maybe subject to progressive discipline after all appeals or grievance procedures have been exhausted.

## **6 Education and Training**

- (a) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and/or instruction.
- (b) As Provincial Regulations prescribe the Company will ensure that members of the Health & Safety committees receive the prescribed training in Health and Safety and are informed of their responsibilities under this Part.
  - (i) Each member of a Joint Committee is entitled to an annual educational leave totalling eight (8) hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.
  - (ii) A member of the Joint Committee may designate another member as being entitled to take all or part of the member's educational leave.
  - (iii) The Employer must provide the educational leave under this section without loss of pay or other benefits and must pay for,

or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

## **7 Accident and Incident Investigations**

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) The Union designate and the Company designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident.

## **8 Disclosure of Information**

The Company shall provide the Joint Health, Safety and Environment Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

## **9 Right to Accompany Inspectors**

The Joint Health, Safety and Environment Committee shall be allowed to accompany government inspectors (health and safety or environment) on an inspection tour and to speak with the inspector.

## **10 Access to the Workplace**

The National or Local Union staff Representative or their designates, with twenty-four (24) hour notice to Management, shall be provided access to the workplace to attend meetings of the Joint or Union Committees or for inspecting, investigating or monitoring the workplace.

## **11 Remembrance Day**

Each year on November 11<sup>th</sup> at 11:00 a.m. (local time), work will stop and one minute of silence will be observed.

## **12 National Day of Mourning**

Each year on April 28<sup>th</sup> at 11:00 a.m. (local time), work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

### **13 Earth Hour**

Each year at the end of March at approximately 8:00 p.m. (local time), employees will be encouraged to participate in turning off the lights in their homes and workplaces in recognition of the role each of us has in stopping climate change.

### **14 Duty to Accommodate**

The Company has and will continue to recognize its obligations under the Provincial Human Rights legislation as it pertains to its duty to accommodate disabled workers.

### **15 Ill or Injured Employees**

Any employee suffering any injury or employment-induced illness while on duty must report immediately to the Supervisor stating the illness or injury and if the employee wishes to go to a doctor due to such illness or injury, permission to do so will be granted by the Supervisor and an appropriate record shall be kept. No person shall refuse the right of any employee to seek medical attention from a doctor in case of such illness or injury. An employee who is injured during their working hours and who is required to leave for treatment or is sent home as result of such injury shall receive payment for the remainder of their shift at his/her regular rate of pay.

### **16 Violence in the Workplace Joint Subcommittee**

The Parties recognize the seriousness of Violence in the Workplace and as such agree to create a sub-committee within the OH&S Committee. This Committee will work with the established policies and protocols to educate employees on best practices to eliminate or minimize the risk to workers, from violence in the workplace.

## **24.05 FIRST AID/BIO HAZARD AND ENVIRONMENT KITS**

The Company shall provide a first aid/bio hazard and environment spill kits accessible in accordance with provincially mandated regulations.

## **24.06 CHANGE OFF'S**

Once the allocation of equipment for a trip has been made, no driver may change the coach assigned without the authority of a Manager/Supervisor except where a safety matter is at hand.

## **24.07 MANAGEMENT CONTACT NUMBERS**

The Employer shall provide a twenty-four (24) hour number where a Manager or Supervisor can be contacted in emergency situations. Such contact numbers shall be issued to each employee. Where the employee uses his or her own cellular

telephone for emergency purposes, the Company shall reimburse the employee for any additional costs resulting from that call. The Collective Agreement confirms that these numbers are to be used only for emergency situations and not for any other purposes.

## **ARTICLE 25 - LEAVE OF ABSENCE**

### **25.01 SICK LEAVE WITHOUT PAY**

A Leave of Absence without pay, due to illness or accident, may be limited to one (1) year. Employees will be required to provide medical proof of a debilitating illness or accident. The employee shall report the injury or illness to the Employer immediately.

### **25.02 OTHER LEAVES**

#### Single Day(s) and Short-Term Absence(s) - (7 Days or Less)

The Company will consider requests for time off based on the operational requirements of the Company. Requests should be made with a minimum of twenty-four (24) hours notice however, it is understood that emergency situations may arise. If time off can be granted, it will be in the order the requests were received by the Company.

#### Leaves of More Than Seven (7) Days

The Company may grant a Leave of Absence without pay or benefits for up to six (6) months for compassionate reasons. All Leaves of Absence are subject to the following conditions:

- (a) The employee shall apply at least one (1) month in advance of the sign-up period for which they are requesting the Leave of Absence, unless the grounds for such application could not be reasonably be foreseen.
- (b) That the employee shall disclose the grounds for the application.
- (c) The application for a Leave of Absence will be made in writing and is subject to the approval of the Company. The Company shall respond to each application in writing.
- (d) The Company shall approve the Leaves of Absence twenty-eight (28) days prior to the start of a sign-up period. Approval of the Leaves of Absence will be subject to operational requirements, and will be subject to the number of approved Leaves of Absence that are still in effect from the start of a previous sign up period.

- (e) If operational requirements permit, such Leaves of Absence shall be approved in order of seniority application. Applications received on the same day shall be awarded, if permitted, in order of seniority.

The above Clauses do not apply to compassionate and/or emergency Leaves of Absence as contained under the Employment Standards Act.

### **25.03 LEAVES WITHOUT PAY/ LEAVES WITH PAY/ BENEFITS DURING UNION LEAVE**

(a) Leaves Without Pay

Upon reasonable notice, the following Leaves of Absence without pay but without loss of seniority shall be granted. Such Leaves of Absence shall not be unreasonably denied by the Company. The Union will limit the number of employees on Leave of Absence for Union business to a maximum of two (2) at any one time, however this number may be increased by mutual agreement between the Parties.

- (i) Employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated.
- (ii) Employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment.
- (iii) Employees called by the Union to appear as witnesses before a hearing involving the Company.
- (iv) Employees elected or appointed to the Union's Bargaining Committee.
- (v) Employees elected or appointed to full-time positions within the Union will be granted a Leave of Absence for Union business to a maximum of three (3) years. Such leave may be extended if the employee is re-elected or appointed to a full-time position.

(b) Leaves with Pay

Absences from previously assigned duties will occur without loss of seniority or pay to attend meetings at the request of the Company.

(c) Benefits During Union Leave

Should a Leave of Absence for Union business exceed thirty (30) consecutive calendar days, the Company shall bill the Union for the Employer's share of the cost of the employee's benefit package.

## **25.04 OTHER LEAVES**

(a) Maternity, Parental and Adoption Leave

Maternity Leave, Parental Leave and Adoption Leave shall be granted as per the provisions of the Employment Insurance Act to all employees.

(b) Illness Due to Pregnancy

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

(c) Bereavement Leave

Bereavement leave will be granted for up to three (3) days without loss of pay to attend or arrange the funeral of an employee's husband, wife, common-law and or same sex spouse, child, stepchild, mother, father, stepparents, brother, brother-in-law, sister, sister-in-law father-in-law, mother-in-law, grandparents, grandchildren, guardians, or former guardians. If the employee is notified of the death while on duty, the employee will be excused from work for the balance of the day and paid for the balance of their shift and such time shall not be charged against leave granted pursuant to the above.

Time spent on bereavement leave will be counted as hours worked for the purposes of qualifying for vacation and for recognized paid holidays but will not be counted as hours worked for the purposes of computing overtime.

(d) Jury Duty

A full-time or part-time employee who is required to perform jury duty or is required to appear as a Crown witness on a day on which he would normally have worked will be reimbursed by the Company for the difference between the pay received for said jury or witness duty and their regularly scheduled hours or work. The Employee will be required to furnish proof of jury duty or witness service and any pay received.

## **25.05 DRIVER'S LICENSE SUSPENSION**

Employees may be granted an unpaid Leave of Absence as a result of the temporary suspension of their driver's license. The conditions under which this provision applies are as follows:

(a) Must be full-time or part-time.

(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.

An employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Company will not be required to compensate for lost wages or benefits, during the period they were off of work.

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.

#### **25.06 FAMILY RESPONSIBILITY DAYS**

An employee is entitled to up to a total of five (5) days of unpaid leave during each calendar year to meet the responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any member of the employee's immediate family. Requests for leaves of absences for periods exceeding five (5) days in total each year will not be unreasonably withheld.

#### **25.07 EMERGENCY LEAVE**

Requests for an emergency Leave of Absence without pay up to a maximum of thirty (30) consecutive days shall not be unreasonably denied. Such Leaves shall include, but not be limited to, family emergencies and caring for an employee's sick child.

#### **25.08 SICK DAYS**

The Company shall grant full-time employees up to fifty-six (56) paid sick hours per calendar year. If an employee does not use this entire amount within a calendar year, such hours are not carried over into the following calendar year.

### **ARTICLE 26 - DURATION**

#### **26.01 DURATION**

This Agreement shall be effective from April 1, 2019 until midnight of the 31<sup>st</sup> day of March 2024 and thereafter from year to year subject to the right of either Party, to commence collective bargaining. In either case, the time limits must be in accordance with the relevant Provincial Statute.

**26.02 AGREEMENT TO CONTINUE DURING NEGOTIATIONS**

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

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

**26.03 NO CHANGE IN CONDITIONS**

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

**LETTER OF AGREEMENT #1**

Between  
First Canada ULC  
(Langley)  
And  
Unifor Local 114

**RE: OBUS REIMBURSEMENT**

The Company agrees to continue the practice of reimbursing drivers fifty percent (50%) for Obus Forms, or a similar product, for seats on the buses for the personal use of the driver.

**LETTER OF AGREEMENT #2**

Between  
First Canada ULC  
(Langley)  
And  
Unifor Local 114

**RE: ALTERNATE EQUIPMENT**

If alternative equipment is introduced into the workplace, the Parties agree to meet and discuss issues arising from such introduction.

## **OHS REGULATIONS ON ERGONOMICS (MSI) REQUIREMENTS**

### **Part 4 - General Conditions**

#### **Ergonomics (MSI) Requirements**

- Policies
- Guidelines
- Search
- Top

The purpose of sections 4.46 to 4.53 is to eliminate or, if that is not practicable, minimize the risk of musculoskeletal injury to workers.

**Note:** WorkSafeBC provides publications to assist with implementing the Ergonomics (MSI) Requirements. *Preventing Musculoskeletal Injury (MSI): A Guide for Employers and Joint Committees* provides a MSI prevention process to assist with the application of the ergonomics requirements along with procedures to investigate incidents of MSI and a table of common control measures. *Understanding the Risks of Musculoskeletal Injury (MSI)* is intended to help employers with the requirements of section 4.51(1) to educate workers in risk identification, signs and symptoms of MSI, and their potential health effects.

#### **4.46 Definition**

In sections 4.47 to 4.53 (the Ergonomics (MSI) Requirements) "*musculoskeletal injury*" or "*MSI*" means an injury or disorder of the muscles, tendons, ligaments, joints, nerves, blood vessels or related soft tissue including a sprain, strain and inflammation, that may be caused or aggravated by work.

#### **4.47 Risk identification**

The Employer must identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI).

#### **4.48 Risk assessment**

When factors that may expose workers to a risk of MSI have been identified, the Employer must ensure that the risk to workers is assessed.

#### **4.49 Risk factors**

The following factors must be considered, where applicable, in the identification and assessment of the risk of MSI:

- (a) the physical demands of work activities, including
  - (i) force required,
  - (ii) repetition,

- (iii) duration,
- (iv) work postures, and
- (v) local contact stresses;
- (b) aspects of the layout and condition of the workplace or workstation, including
  - (i) working reaches,
  - (ii) working heights,
  - (iii) seating, and
  - (iv) floor surfaces;
- (c) the characteristics of objects handled, including
  - (i) size and shape,
  - (ii) load condition and weight distribution, and
  - (iii) container, tool and equipment handles,
- (d) the environmental conditions, including cold temperature;
- (e) the following characteristics of the organization of work:
  - (i) work-recovery cycles;
  - (ii) task variability;
  - (iii) work rate.

#### **4.50 Risk control**

- (1) The Employer must eliminate or, if that is not practicable, minimize the risk of MSI to workers.
- (2) Personal protective equipment may only be used as a substitute for engineering or administrative controls if it is used in circumstances in which those controls are not practicable.
- (3) The Employer must, without delay, implement interim control measures when the introduction of permanent control measures will be delayed.

#### **4.51 Education and training**

- (1) The Employer must ensure that a worker who may be exposed to a risk of MSI is educated in risk identification related to the work, including the recognition of early

signs and symptoms of MSIs and their potential health effects.

- (2) The Employer must ensure that a worker to be assigned to work which requires specific measures to control the risk of MSI is trained in the use of those measures, including, where applicable, work procedures, mechanical aids and personal protective equipment.

#### **4.52 Evaluation**

- (1) The Employer must monitor the effectiveness of the measures taken to comply with the Ergonomics (MSI) Requirements and ensure they are reviewed at least annually.
- (2) When the monitoring required by subsection (1) identifies deficiencies, they must be corrected without undue delay.

#### **4.53 Consultation**

- (1) The Employer must consult with the Joint Committee or the worker Health and Safety Representative, as applicable, with respect to the following when they are required by the Ergonomics (MSI) Requirements:
  - (a) risk identification, assessment and control;
  - (b) the content and provision of worker education and training;
  - (c) the evaluation of the compliance measures taken.
- (2) The Employer must, when performing a risk assessment, consult with
  - (a) workers with signs or symptoms of MSI, and
  - (b) a Representative sample of the workers who are required to carry out the work being assessed.

#### **Disclaimer:**

The Workers' Compensation Board of B.C. ("WorkSafeBC") publishes the online version of the Occupational Health and Safety Regulation ("OHS Regulation") in accordance with its mandate under the Worker's Compensation Act to provide information and promote public awareness of occupational health and safety matters. The online OHS Regulation is not the official version of the OHS Regulation, which may be purchased from Crown Publications.

WorkSafeBC endeavours to update the online OHS Regulation as soon as possible following any legislative amendments. However, WorkSafeBC does not warrant the accuracy or the completeness of the online OHS Regulation, and neither WorkSafeBC nor its board of directors, employees or agents shall be liable to any person for any loss or damage of any nature, whether arising out of negligence or otherwise, arising from the use of the online OHS Regulation.

Employers are legally obligated to make a copy of the Worker's Compensation Act and the OHS Regulation readily available for review by workers. The circumstances under which WorkSafeBC may consider an employer's providing access to electronic versions of the *Act* and OHS Regulation to have satisfied this obligation are described in Guideline G-D3-115(2)(f).

**SIGNATURE PAGE**

Signed this 23<sup>rd</sup> day of September, 2021.

For the Employer:  
First Canada ULC

For the Union:  
Unifor Local 114

---

John Peck  
Regional Vice President

---

Mark Misic  
Local 114 Representative

---

Rob Proctor  
Area Vice President

---

Gavin Davies  
National Representative

---

Semone Ferrari  
HR & Abilities Management

---

Rodney Hargrove  
Committee Member

---

Harj Kamo  
Committee Member