

COLLECTIVE AGREEMENT

Between:

**FIRSTCANADA ULC
(Victoria Regional HandyDART)**



And:

Unifor Local 333BC



November 1st, 2017 – October 31, 2020

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ARTICLE 1 – PREAMBLE

1.1 Purpose

The purpose of this Agreement is to establish and maintain the terms and conditions of employment covering bargaining unit employees. The parties to this Agreement share a desire to improve the operating efficiency and the quality of services provided by the Company.

Accordingly, the parties are determined to establish, within the terms and conditions of this Agreement, an effective working relationship at all levels of the Company in which members of the bargaining unit are employed.

1.2 Gender Neutral Language

The Parties to this Collective Agreement agree that the Collective Agreement shall be written in gender neutral language.

ARTICLE 2 - COVERAGE, DURATION AND EFFECT

2.1 Coverage

This Agreement shall cover and be binding upon all employees of First Canada ULC described in a Certificate issued to the Union on March 5th, 2015, by the Labour Relations Board of British Columbia since that date.

Unless otherwise specified "employee(s)" means a bargaining unit employee(s) employed in a classification in the bargaining unit covered by this Collective Agreement. Where the Terms and Conditions of this Agreement conflict with a Company policy, this Agreement shall always take precedent.

2.2 Duration and Effect of the Agreement

This Agreement shall come into effect as of the first day of November 1, 2017 and shall remain in effect until the thirty-first day of October 31, 2020 or thereafter until it is reopened as provided by Article 2.3 of this Agreement.

All terms, conditions, wages and benefits of this Agreement shall continue and remain in full force and effect until a renewal Agreement is ratified by the Union membership and the Company.

Pursuant to the provisions of S.50 (4) of the Labour Relations Code of British Columbia, the operations of S.50 (2) & (3) are hereby excluded.

2.2.1 Annual Operating Agreement Expiration

In the year in which the term of the AOA (Annual Operating Agreement) expires the Company shall not prepay any vacation or sick leave. Vacation and sick leave that would accrue to March 31 may be used.

At the option of the employee seventy-five percent (75%) of any unused sick time from the previous year may be held over, upon written notification to the Company, and used for sick pay purposes for the period January 1 to March 31.

If the Company is advised that it is successful in its proposal prior to February 27 of the expiring year, one hundred percent (100%) of the unused sick leave carried over for sick pay purposes from the previous year shall be paid into the employee's RRSP.

Employees may carry up to two (2) weeks' vacation and banked time over from the previous year to March 31. If an employee takes vacation entitlement in the period January 1 to March 31 that exceeds any carryover and accrual earned to date and the Company is advised that they are successful in their proposal, the Company shall issue payment for the vacation period taken but not paid.

The Company shall advise the employees by way of memo included in their pay advices in the first pay period in September and the last pay period in November with respect to the provisions of this clause.

In the event the Company is unsuccessful and is not the operating Company as of April 1 the Company shall pay out any accrued holiday pay due to employees and any sick time accrued to March 31 including any sick time or holiday pay carried over from the previous year.

2.3 Reopening of the Agreement

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either Party may give the other written notice of its intention to commence Collective Bargaining in accordance with the Labour Relations Code of British Columbia S.45.

Where notice to commence Collective Bargaining has been given, under the Labour Relations Code of British Columbia S.45, the Union and the Company shall, within ten (10) days after the date of notice, commence to bargain collectively in good faith, and make every reasonable effort to conclude renewal of the Agreement.

2.4 Strikes or Lockouts

During the term of this Agreement, an employee bound by this Agreement shall not strike, and the Union shall not authorize a strike of the employees bound by this Agreement. During the term of this Agreement, the Company shall not lock out an employee bound by this Agreement.

In the event of a legal job action by the Union or legal lockout by the Company, pursuant to the Labour Relations Code of British Columbia, the Parties may, by mutual agreement, agree on those services that may be maintained during the period and the Company agrees to provide the necessary access to its premises and the necessary equipment and the Union agrees to provide the necessary staff.

2.5 Picket Lines

An employee shall have the right to refuse to cross any legal picket line, as determined by the Labour Relations Board of British Columbia. Failure to cross a legal picket line shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.

When another Union, covered by the Essential Services provisions of the Labour Relations Code, establishes a legal picket line, and that picket line is preventing the provision of custom transit service and creating an immediate health risk to a client, the Union shall do its utmost to persuade the striking or locked out Union to allow employees covered by this Agreement to pass through their picket line.

2.6 Rules and Regulations

All employees shall be governed by the rules and regulations established by the Company, and shall observe the Company's orders which are communicated by written notice, unless such orders are contrary to law or to the Terms and Conditions of this Agreement. Notwithstanding the foregoing, nothing in this Article restricts the Employer from issuing oral instructions to its workforce.

2.7 Liaison Meetings

The Parties to this Agreement agree to establish a Joint Management-Union Committee which will meet four (4) times (quarterly) per year to examine, discuss and make recommendations to the Parties on all matters of mutual interest such as accident prevention, Employer-employee relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions and public and industrial relations.

It is also agreed that either Party may request a meeting outside of the regular quarterly meeting to discuss matters that require attention within a shorter time frame.

Membership of this committee shall comprise of not more than two (2) Company representatives and two (2) Union representatives. Meetings shall be held on paid Company time at the straight time rate of pay.

2.8 Surveillance Cameras and In Vehicle Monitoring System (IVMS)

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

The parties agree that recordings shall not be used for “targeted surveillance” or monitoring an employee’s performance. Recordings shall be used as an investigative tool in exploring events such as collisions or incidents that involve ICBC, Worksafe BC or the Police. The information obtained from the recordings may form a part of the investigation process.

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 shall 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 collision or incident that involves ICBC, Worksafe BC or the Police. In all cases, collision and incident reports that involve ICBC, Worksafe BC or the Police shall be made available to the Union prior to any disciplinary meeting being held with the Employee.

ARTICLE 3 - UNION RECOGNITION AND SECURITY

3.1 Recognition

The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for the bargaining unit granted by the Labour Relations Board of BC pursuant to the Labour Relations Code and comprising all bargaining unit employees employed in those classifications in the bargaining unit.

Should a new classification (not listed in the Wage Schedule) be created and filled, the Parties shall first endeavour to reach agreement on the inclusion or exclusion of such position/incumbent in the bargaining unit and failing agreement, the matter shall be finally resolved by the Labour Relations Board of BC under the applicable Sections of the Labour Relations Code.

3.2 No Other Representation

No employee or group of employees shall undertake to represent the Union or its members, on a formal basis, at any meeting with the Company without proper authorization, in writing, from the Union. The Union shall provide the Company, in writing, the names of its Officers, Job Stewards, and authorized committee members and shall keep such names current at all times.

3.3 Correspondence

The Company agrees that all correspondence between the Company and the Union related to matters covered by this Agreement shall be sent to the President of the Union or their designate.

3.4 Union Membership

All bargaining unit employees shall, as a condition of employment, become members of the Union and maintain their membership in good standing, provided always that the Union shall not refuse any employee admission as a member nor, without just and reasonable cause, suspend or expel any employee from membership.

Without limiting generality, "just and reasonable cause", in the context of this subsection shall not include the exercise by any employee of their legal rights pursuant to this Agreement, the Labour Relations Code of BC or any other applicable statute or law.

Any bargaining unit employee, who fails to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) days written notice to the Company by the Union of the employee's failure to maintain membership in good standing.

Provided that the Union notify the Company, in writing, within the said ten (10) day period that the member is again a member in good standing, the original discharge notice to the Company shall be deemed to be null and void and accordingly the said member shall not be discharged.

3.5 Advising New Employees

The Company agrees to advise all newly hired employees of the fact that this Agreement is in effect, particularly the conditions of employment set out in this Article regarding Union membership and the assignment of dues and assessments. The Company will provide one (1) hour at no loss of wages or benefits to a job steward and new members for Union orientation.

3.6 Probationary Employees

The purpose of a probationary period is to provide the Company, an opportunity to evaluate an employee and the Company may dismiss a probationary employee during the probationary period if found unsuitable and reason therefore will be provided to the Union. The Union may grieve any alleged discrimination against a dismissed probationary employee.

3.7 No Discrimination

There shall be no discrimination, coercion, harassment, intimidation, interference, or restriction of employees in any matter by reason of race, colour, age, sex, sexual orientation, religious beliefs, ancestry, ethnic origin, national origin, citizenship, marital status, family status, political beliefs, or because of conviction for a criminal or summary charge that is unrelated to their employment, or by reason of membership and/or activity in the Union.

3.8 Assignment of Dues and Assessments

Each bargaining unit employee shall, as a condition of continued employment, authorize the Company to deduct from their wages monthly dues and assessments as determined by the Union.

Authorization forms shall be provided to the Company by the Union. The Company shall have all new employees complete the authorization form upon hire and before any work is performed. The Company shall mail the correctly completed authorization form to the President of the Union, within fourteen (14) calendar days.

The Company shall deduct from the pay of each bargaining unit employee covered by this Agreement all regular monthly dues and assessments in an amount determined by the Union.

The Company shall forward, by mail, the total amount so deducted to the Secretary/Treasurer of the Union, along with a current list of all bargaining unit employees and the amount of dues deducted per employee, no later than the seventh (7th) working day of the following month.

The Union agrees to indemnify and save the Company harmless from any claims that may arise in complying with the provisions of this Article.

All Union dues and assessments shall be reported on each employee's T-4 for income tax purposes.

3.9 Presence of a Union Representative

All employees shall have the right to the presence of a Union representative at any discussion with the Company.

When the Company instructs an employee to attend at a job related meeting or interview, where discipline is being contemplated or that does result in discipline, the employee and the shop steward shall be paid for all time to attend the meeting or interview, one (1) hour minimum at the applicable hourly straight time rate of pay, and the Company shall make all necessary arrangements to ensure the presence of a Union representative at the meeting or interview.

3.10 Union Notice Board

The Company shall provide reasonable space for a bulletin board for the Union's exclusive use.

3.11 Union Pins and Clothing Displaying Union Insignia

All bargaining unit employees shall be entitled to wear Unifor and CLC pins at all times in the workplace and while performing work for the Company. Clothing embroidered with the Unifor

insignia may be worn in the workplace, but shall not be worn by employees while performing work for the Company.

3.12 Vehicle and Office Union Insignia

All vehicles that are directly owned or leased and operated by the Company shall have the Unifor insignia decal affixed to them. This Article does not apply to the Management vehicles. The Unifor "Union Shop" certificate shall be displayed in all appropriate areas in the Company's premises.

3.13 Bargaining Unit Work

Bargaining unit work shall not be performed by anyone outside the bargaining unit while qualified bargaining unit employees are reasonably available to perform that work.

This Article does not restrict Management or supervisory personnel from performing vehicle change-offs or work of an emergency nature. When Management or Supervisory Personnel must, due to lack of available bargaining unit employees, operate a vehicle in revenue service, the hours worked shall be paid to the employee to whom the work would have otherwise been assigned.

3.14 Contracting Out

Bargaining unit work shall not be contracted out. This Article does not apply to the Company's limited use of taxicabs for the purpose of supplementing service.

ARTICLE 4 - HARASSMENT POLICY

The Company is committed to the prevention of harassment in the workplace and recognizes that the responsibility to create an environment based on mutual respect, cooperation and understanding is shared among all employees.

The Company will make every effort to ensure that no employee or anyone having a work relationship with any employee is subject to any form of harassment.

The Company also accepts, without qualification, that every employee is entitled to a work environment that is free of any form of harassment. Any allegations of harassment involving employees of FirstCanada Services ULC will be dealt with through this Article.

4.1 Harassment Defined

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where

there is a sufficient link between the conduct or comment complained of and the operation of the workplace. Harassment can include, although not limited to, the following acts and/or behaviours:

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

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

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

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

4.2 Workplace Harassment Defined

Workplace harassment is defined as unacceptable, unwelcome conduct or comment that has the effect of:

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

4.3 Workplace Harassment Advisors

First Canada Services Inc. and Unifor Local 333BC agree to appoint two (2) individuals to serve as Workplace Harassment Advisors. These individuals will receive Company-funded training on:

- the issue of harassment;
- harassment policy and procedures;
- their role as harassment advisors.

The role of these advisors is to:

- be neutral and non-advocacy in nature;
- advise and support, at each stage of the process, employees involved in harassment;
- provide advice to all employees on harassment issues;
- provide information on counselling available to individuals involved in harassment;
- provide regular status reports, including statistical data on complaints.

4.4 Sexual Harassment

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

- sexual advances;
- request for sexual favours;
- other verbal or physical contact.

By a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

Improper condition on employment is when the comment or conduct:

- is accompanied by a reward, or the express or implied promise of a reward for

the compliance, or

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

4.5 Discrimination Defined

In the British Columbia Human Rights Act discrimination is categorized into:

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

4.6 Complaint and Investigation Procedure

The complaint and investigation procedure is not intended to be restrictive in any way. In addition to this procedure, bargaining unit employees have the right, at any time, to seek the assistance and/or involvement of a Union representative and to pursue existing grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the Parties.

This procedure is not intended to preclude any other existing recourse that may be available to an employee. The complaint process, once initiated, will be expedited as quickly as possible.

4.7 Guidelines for Complainants

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

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

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

4.8 Informal Complaint Process

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

The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are:

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

If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the Company, will be given to the complainant and respondent only. If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

4.9 Third Party Involvement

A request for third party involvement must be submitted in writing to the Company Manager. The neutral role of the third party is to help the complainant and respondent themselves, come

to an agreement, or to investigate and submit a report including recommendations, not to advocate a position or impose a decision.

4.10 Formal Review

A request for a formal review must be submitted in writing to the Company Manager. If a request for a formal review is received that involves a bargaining unit member(s) designated representatives of the bargaining unit will be advised in writing.

Once a formal review is requested, the Company Manager will investigate and submit a report including recommendations to the Company President. The Company Manager will interview the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case.

Each of the parties will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the Company Manager, with recommended resolutions to the Company President. The Company Manager will advise the complainant and the respondent of the final resolution.

4.11 Formal Review Resolution

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

4.12 Appeal Procedure

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

4.13 Record of Complaints

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

4.14 Vexatious Complaints

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

4.15 Retaliation

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

4.16 Confidentiality

All Parties will maintain strict confidence as much as possible so that any complainant feels free to come forward and that the reputations of all individuals involved are protected. The Parties will make every reasonable effort to ensure that the name of the complainant and/or the circumstances relating to the complaint will be kept confidential except when disclosure is necessary for the purpose of investigation or disciplinary action.

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

ARTICLE 5 - GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES

5.1 Definitions

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

For the purposes of this Article "Officer of the Union" shall include any elected Officer of the Local Union or Job Steward recognized by the Local Union.

No Interference or Stoppage of Work

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference or stoppage of work.

5.2 Grievance Procedure

Either Party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure then the grievor shall have the alternative either to abandon it or proceed with it to the next successive stage within the time limits set out in each stage.

By mutual agreement between the Company and the Union, the processing of any grievance may begin at the second stage. Where a dismissal is grieved, the grievance shall begin at the second stage. The successive stages of the grievance procedure are:

5.2.1 First Stage

The employee and a Union Officer may, within fifteen (15) days of the action on the part of the Company which led to the dispute or complaint, grieve the matter orally to the employee's immediate supervisor. The grievance must be responded to within five (5) days of receipt of the grievance.

5.2.2 Second Stage

If the two (2) Parties are unable to agree at the first stage, then within ten (10) days of receipt of the response to the first stage grievance, the Union must take up the grievance in writing with the appropriate management representatives as designated by the Company.

A meeting shall be convened within seven (7) days of the filing of the grievance in writing at second stage, at which the grievor shall be present in disciplinary related matters unless both Parties agree otherwise.

When the grievor(s) or job steward(s) attend during their regular work hours, they shall suffer no loss of pay. If the grievor(s) or job steward(s) attend on their own time, they shall be paid at straight time rates for the time of the second stage meeting. The minimum pay of one (1) hour shall apply.

The response to the second stage grievance must be given within ten (10) days of the meeting held to discuss the grievance at the second stage.

5.2.3 Policy Grievance

Any Policy grievances which arise directly between the Union and the Company may be submitted in writing by either Party to the other. Within seven (7) days following such notice there shall be a meeting between such Management Representatives as the Company may designate for this purpose and Representatives designated by the Union.

Any response required as a result of this meeting shall be given by the Party concerned within ten (10) days of this meeting.

5.2.4 Final Stage – Arbitration

Failing a settlement at the second stage or at the meeting convened to deal with a Policy grievance, within twenty (20) days of receipt of a response at the second stage either Party may notify the other in writing to take the grievance to arbitration.

In general, it is intended that grievances which are not settled at the second stage shall be submitted to a single arbitrator, however, either Party may elect to submit a

grievance to an Arbitration Board of three (3) members, in which case the other Party shall comply.

5.2.5 Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration.

Should the Parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour at the request of either Party.

The Arbitrators shall proceed as soon as practical to examine the grievance and render judgement, and their decision shall be final and binding upon the Parties and upon any employee affected by it.

5.2.6 Arbitration Board

If a grievance is to be adjudicated by an Arbitration Board of three (3) members, the grieving Party shall notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving Party's appointee to the Arbitration Board.

The recipient of the notice shall, within five (5) days, advise the other Party of the names of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair.

If the two (2) appointees fail to agree upon the Chair within the time limit, the appointment shall be made by the Minister of Labour upon the request of either Party. The Arbitration Board shall proceed as soon as practical to examine the grievance and renders its judgement, and its decision shall be final and binding on the Parties and upon any employee affected by it.

The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chair shall govern. An Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify, or add to any provision of this Agreement or to substitute any new provision for any existing provision, or to render any decisions inconsistent with the terms and provisions of this Agreement.

Each Party shall pay fees and expenses of its appointee to a Board and one-half (½) the fees and expenses of the Chair, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

5.2.7 Grievance Mediation

Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Bob Blasina, Mr. James Dorsey or Mr. Bob Pekeles shall, at the request of either Party

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference,

within five (5) days of the receipt of the request and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Parties agree to pay one half (½) each for reasonable remuneration, travelling, and out of pocket expenses.

5.2.8 Time Limits

It is intended that grievances shall be processed as quickly as possible. If the grieving Party does not appeal the grievance to the next successive stage within the specified appeal time limit the grievance shall be deemed to be abandoned and shall not thereafter be reinstated.

If the responding Party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage.

Notwithstanding the above, the appeal and answer time limits may be extended by mutual agreement. "Days" means working days and excludes Saturdays, Sundays and Statutory Holidays.

ARTICLE 6 - EMPLOYEE DEFINITIONS

6.1 Employee

"Employee" shall mean those persons defined as such by the Labour Relations Code of British Columbia and who are employed in the bargaining unit.

6.2 Permanent Employee

A permanent employee is any employee who has successfully completed their probationary period and the employee has signed a shift of thirty (30) or more hours per week at a sign up. This definition shall include the first eleven (11) positions on the Spareboard, or;

Note: The underlined text above will be deleted effective October 1, 2019 and replaced with:

A Permanent Employee is any Employee who meets the following criteria:

- (a) A permanent Employee is any Employee who has successfully passed their probation period and who has worked a minimum of eighteen hundred (1800) hours in the previous continuous twelve (12) month period.
- (b) Once an Employee has worked the required eighteen hundred (1800) hours in the previous twelve (12) month rolling period, they shall automatically be deemed a permanent Employee and shall be eligible for all the rights, privileges and benefits as contemplated by this collective agreement on the first (1st) day of the following month following the Employee qualifies.

In some cases, that may mean that an Employee can covert to permanent status in less than twelve (12) month rolling period, they shall become entitled to all of the applicable rights, privileges and benefits on the first (1st) day of the eleventh month after completing the eighteen hundred (1800) hour benchmark.

- (c) In order to maintain permanent Employee status, Employees must maintain a minimum of sixteen hundred (1600) hours in each and every rolling twelve (12) month period following the period upon which they became eligible.
- (d) Where an Employee fails to work the requisite number of hours to maintain permanent status as set out in (c) above, they shall be converted back to casual status and shall be required to requalify for permanent status as set out in (a) above.
- (e) Where an Employee converts from permanent to casual as contemplated in (d) above, they shall be required to pay the full cost of the health and welfare benefit package until they requalify as a permanent Employee.
- (f) For the purposes of this article, all hours worked shall be included into the calculation in the accumulation of hours as well as hours attributable to the following:
 - Short Term Disability
 - Long Term Disability
 - Sick Days

- Family Responsibility Leave
- Parental Leave
- Maternity/Paternity Leave
- Bereavement Leave
- Union Leave
- Vacation Days
- Jury or Witness Duty Leaves
- Time off to Vote

Note 1: **The above conversion will be implemented effective October 1, 2019.**

Note 2: **The underlined text shall be deemed to be deleted effective October 1, 2019**

Note 3: **Conversion Calculation Agreement to Implement the Change October 1, 2019**

The parties agree that the eleven (11) employees referenced in Article 6.2 who are already on the benefits package on October 1, 2019 shall continue to be eligible for the entire benefit package provided they continue to meet the requirement of having worked sixteen hundred (1600) hours in the preceding year from October 1, 2018 to September 30, 2019.

Those Employees who were not or are not among the eleven (11) Employees referenced in Article 6.2, but who qualify by virtue of the execution of the language in 6.2 based on hours worked from October 1, 2018 to September 30, 2019; (those who worked 1800 hours at any time in that one year period), those Employees shall be eligible to enroll in the benefit plans and shall be entitled to all of the benefit package. Where these Employees have met the minimum criteria (1800 hours), those Employees will continue to be eligible based on the ongoing requirement to work 1600 hours.

On October 1, 2019, any Employee who has not worked eighteen hundred (1800) hours in a 12 month period in the preceding months shall be required to do so before becoming eligible to enroll in and become entitled to the benefits and plans. Once an Employee has met the eighteen hundred hour requirement, they shall then only be required to continue their ongoing eligibility at the sixteen hundred (1600) hour benchmark.

Once the conversion of the Employees has taken place effective October 1, 2019, this note shall be deemed deleted from the collective

agreement effective the first date of the renewal collective agreement after this agreement's expiry.

6.3 Casual Employee

A casual employee is any employee who has successfully completed their probationary period, and who does not meet the definition of Article 6.2; or has signed or been assigned a shift that has been vacated by a permanent employee who has signed on to the Spareboard in accordance with Article 7.5.

Note: The underlined text shall be deemed to be deleted effective October 1, 2019.

6.4 Probationary Employee

A probationary employee is any employee who has not completed the probationary period of three hundred and thirty (330) hours worked or six (6) months from the date of hire, whichever comes first, including any training period.

The Parties may mutually agree, where applicable, to extend the probationary period.

6.5 Disciplinary Action

The Company shall have the right to discipline or discharge any employee for just and reasonable cause. Nothing in this Article restricts the right of an affected employee or the Union to grieve the discipline or discharge. All complaints shall be open to inspection by the Union.

6.6 Employee Records

The Company shall maintain only one (1) file for each employee's record dealing with any work performance related issues. All employees shall have the right to access their employee record at any reasonable time during normal office hours or upon twenty-four (24) hours' notice.

Any letters of commendation or discipline, and letters that can lead to discipline, shall not be entered into an employee's record without the concerned employee and the Union being provided with a copy.

Should the affected employee or the Union dispute any such entry, the matter may be grieved and the resolution thereof shall become part of the employee's record.

An employee's record shall be cleared of any disciplinary matters provided that the employee maintains a clear record for a period of one (1) year and provided that the employee was not absent from work for a period of sixty (60) calendar days or more.

Should the disciplinary matters be related to motor vehicle accidents, passenger incidents and traffic violations, the disciplinary documentation shall remain on an employee's record for a period of two (2) years.

ARTICLE 7 - SENIORITY

7.1 Definition of Seniority

Employees shall accrue Company seniority on and from the date of hire; shall accrue Section seniority from the date they start their employment within a section; and shall accrue Classification seniority from the date they start their employment in a job classification listed in Article 25, Wage Schedule.

7.2 Definition of Section

Operations: shall include only operators.
Maintenance: shall include vehicle cleaning and servicing personnel.
Office: shall include dispatcher, scheduler, and client registrar.

Employees shall accrue their Company and Section Seniority until the date they are permanently promoted or transferred to a position outside the bargaining unit; or they have been temporarily promoted to a position outside the bargaining unit for a period in excess of thirty (30) calendar days.

7.3 Seniority Lists

The Employer shall maintain one (1) seniority list for each section. Each list shall contain the date of hire, the date of Section seniority, and the date of classification seniority.

Up-to-date copies of each seniority list shall be posted and shall be accessible to all employees. Upon request, a copy of the seniority lists shall be provided to the Unit Chair.

7.4 Accrual and Loss of Seniority While on Leave

With the exception of Leave of Absence approved by the Company subject to the provisions of this Collective Agreement, employees shall lose seniority in the event that:

- They are discharged for just cause and are not reinstated;
- They voluntarily quit;
- They are on layoff for more than three hundred and sixty-five (365) consecutive calendar days.

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.

7.5 Employees Signing onto the Spareboard

When permanent employees sign onto the Spareboard, such employees shall be assigned his/her daily and or weekly work based on his/her seniority. (exclusive of the Spareboard positions designated as having permanent status) their status and entitlements remain unaffected and their seniority shall be in order of their classification seniority within a section followed by their Company seniority, except that permanent employees who do so for a second consecutive sign-up, do so with the understanding that they forfeit their permanent employee status and entitlements, but they retain their classification seniority within a section followed by their Company seniority.

Their entitlements shall be the same as the entitlements for casual employees.

Note 1: The above conversion will be implemented effective October 1, 2019.

Note 2: The underlined text shall be deemed to be deleted effective October 1, 2019.

7.6 Employees Forced onto the Spareboard

When permanent employees are forced onto the Spareboard for any length of time, their entitlements shall remain unaffected and their seniority shall be in order of their seniority within a section followed by their Company seniority.

This shall be limited to three (3) employees at any one time and are in addition to the eleven (11) permanent Spareboard positions that have permanent employee status as per Article 6.2.

Note: The underlined text shall be deemed to be deleted effective October 1, 2019.

ARTICLE 8 - HOURS OF WORK

8.1 Normal Work Day

Subject to Article 8 (Overtime) a normal work day shall be between six (6) hours and seven hours and forty minutes (7.67) per day for operators. For the office staff a normal work day shall be eight (8) hours.

A normal work day for operators working a Compressed Work Week shall be nine hours and thirty-five minutes (9.58 hours). A normal work day for office and maintenance staff working a Compressed Work Week shall be ten (10) hours.

8.2 Normal Work Week

8.2.1 Regular

A normal work week, for employees, shall be five (5) consecutive working days followed by two (2) consecutive days off within any seven (7) calendar days.

8.2.2 Compressed

A normal work week for Compressed Work Week shifts will be four (4) days of work and three (3) consecutive days off in a seven (7) day period.

The Parties agree that when an employee's normal shift or schedule changes as a result of the Sign-Up, two (2) consecutive days off may not always be possible.

8.3 Minimum Hours

On any day that an employee reports for work they shall receive a minimum of four (4) hours work at the applicable rate, or pay in lieu when four (4) hours work is not available.

The four (4) hour minimum pay in lieu does not apply if an employee is unable to complete the minimum assignment of four (4) hours. The minimum of four (4) hours work may include a split.

8.4 Shift Extension

An employee may not refuse work that would alter their split or finish time, unless that work would result in their work day exceeding eight (8) hours for a Normal Work Week, ten (10) hours for a Compressed Work Week.

The parties agree that this provision is not to be used as a scheduling tool to force employees to work overtime or work beyond his/her scheduled finish time regularly.

8.5 Rest Period Between Shifts

When as a result of the assignment of work, an employee does not have at least eight (8) hours rest between shifts; the Company shall grant eight (8) hours rest upon the request of the affected employee, except when an employee has chosen work with less than eight (8) hours rest between shifts. In the case of an Operator the provisions of the National Safety Code shall apply.

8.6 Inclement Weather

Employees who are scheduled to work shall suffer no loss of earnings as a result of the cancellation of service due to inclement weather providing that the employee reports for work

at their scheduled time, or has been instructed not to report for work by telephone - extenuating circumstances notwithstanding.

ARTICLE 9 - OVERTIME

9.1 Definition

All time worked in excess of eight (8) hours on any day and forty (40) hours in a week shall be paid at overtime rates in accordance with Article 8.2.1. For Compressed Work Week shifts, all time worked in excess of ten (10) hours per day and forty (40) hours in a week shall be paid at overtime rates in accordance with Article 8.2.2.

Notwithstanding the above, any employee working a compressed shift due to the absence of the regular employee who holds that shift shall be paid straight time rates for the day the employee works that shift. Overtime rates shall apply only after ten (10) hours per day or forty (40) hours in a week.

When overtime becomes available, the Company reserves the right to assign the overtime in the most cost-effective manner.

Employees on a working day who normally work a non-compressed shift shall be offered overtime before employees who work a compressed shift without consideration being given to seniority. Overtime will be offered via seniority within each shift category.

Employees being offered work as Day Off Overtime shall be offered work based on seniority.

9.2 Daily Overtime Rates

For Normal Work Week:

First three (3) hours or portion thereof:	150% of rate
All work in excess of three (3) hours:	200% of rate

For Compressed Work Week:

First one (1) hour or portion thereof:	150% of rate
All work in excess of one (1) hour:	200% of rate

9.3 Banking of Overtime

1. Employees can direct what overtime pay they wish to bank. Overtime pay that is not specifically directed to be banked will automatically be paid out. Banked hours can be accessed pursuant to Article 31.

2. When employees request a pay-out of their banked time, it will be included on their regular paycheque.
3. Employees may elect to take one (1) or more days of banked time as days off under the following conditions:
 - (a) The Company shall allow two (2) Operators, per operational day to take a banked day off, to a maximum of:
 - Four (4) days for compressed shift workers;
 - Five (5) days for conventional shift workers;per calendar month at the Operator's discretion.
 - (b) The Company shall allow one (1) employee from the Office and Maintenance sections, per operational day to take a banked day off to a maximum of:
 - Four (4) days for compressed shift workers;
 - Five (5) days for conventional shift workers;per calendar month at the Employee's discretion.
4. The employee must provide seventy-two (72) hours written notice of their intent to take a banked day.
5. Employees must have a minimum of seven and one half (7.5) hours in their bank for each day off and have the appropriate bank time earned before making the request.
6. Employees may request to take a single day of banked time, a maximum of sixty (60) days in advance of the date they wish to take the time.
7. Banked Time may be taken as blocks of four/five (4/5) days either in conjunction with annual vacation or as stand-alone blocks of four/five (4/5) days.

Employees wishing to sign any week(s) of banked time must wait until after all employees have signed their annual vacation entitlement.

When all employees have signed their annual vacation entitlement, any employee wishing to sign one (1) or more week(s) of banked time may select in order of their seniority at that time. If taken as standalone blocks of four/five (4/5) days, service requirement and sufficient notice will be the deciding factors.

8. Employees must have earned the appropriate bank time in order to be eligible for the guaranteed time off.
9. The Company will grant such requests on a first come first served basis without regard to seniority.
10. The following procedures shall apply:
 - (a) The Company will ensure that all requests for banked time leave will be date and time stamped.
 - (b) The Company will post all requests for leave on the Leave Board.
 - (c) The Company will ensure no other requests have been received for the same days.
 - (d) The Company shall provide confirmation or denial of the request on the same day of the submission.
11. The Company will not approve leaves of absence for non-banked time until after the seventy-two (72) hour provision for banked time leaves has elapsed. The period shall be calculated seventy-two (72) hours prior to the requested day off.
12. Where a banked time slot is secured with a Banked day, the time off shall be paid as Banked Time and not substituted as another form of time off.
13. This provision is not applicable during the following time frames except at the discretion of the Company: January 1st to March 31st of any calendar year.

ARTICLE 10 - SIGN-UP AND ASSIGNMENT OF WORK

10.1 Sign-Up

When signing for work and days off, employees shall do so in order of Section seniority. Sign-Ups will normally occur four (4) times per year, unless otherwise mutually agreed to by the Union and the Company. Sign-Ups will normally take effect in January, April, June and September of each year.

The Company, in consultation with the Union's Sheet Committee, shall construct the shifts for Sign-Up. Any proposals made by the Sheet Committee, as to the construction of shifts or allocation of days off for a Sign-Up, shall be implemented, as far as possible, provided the implementation date of the Sign-Up is not unduly delayed.

For purposes of this Article the consultation process shall be as follows:

As soon as it is known to the Company that a Sign-Up is to be scheduled, the Company shall notify the Sheet Committee Chair at least thirty (30) calendar days prior to the date for the Sign-Up to take place.

The Company shall provide the Sheet Committee Chair with details of any proposed changes, additions or other alterations to the Sign-Up.

The Sheet Committee will examine the proposals of the Company, and submit any proposals or counter-proposals to the Company for their examination.

If either side in the process desires to have a meeting to further discuss any proposed changes, then that meeting will be scheduled with the Sheet Committee as soon as possible to fully discuss any proposed changes.

The Union shall conduct and oversee the Sign-Up of all employees.

The Company shall pay one (1) Sign-Up Representative up to a maximum of four (4) times per year, eight (8) hours pay at regular rates. In addition the Company will pay one (1) representative a maximum of four (4) hours pay per mini sign-up to conduct up to a maximum of four (4) mini sign-ups per year.

10.2 Spareboard Rules

The following rules shall govern the assignment of work: the Company responsibilities and the employee responsibilities for those employees employed as Spareboard employees.

1. While the Company is entitled to schedule shifts of various lengths to meet operational needs effectively, shifts will be scheduled as much as possible to maximize the number of full shifts (defined as those between seven (7) and eight and one half (8.5) hours, including split shifts) prior to instituting shorter shifts, except that the Company is not required to incur additional costs in order to meet this provision, such as scheduling shifts shorter than the four (4) hour minimum as set out in Article 8.3 or incurring unnecessary premium/OT pay.
2. All Spareboard employees must be available for any piece of work that comes available as set out in the call in procedures. Spareboard employees shall not be permitted to restrict their availability for work assignments including restrictions placed on start, finish and/or split times without the written approval of the Company Manager.
3. Spareboard operators should call the depot between 15:00 and 15:30 the night before to receive any work assignments for the next day. Operators working at that time should radio Dispatch during that time frame.

4. Work assigned at 15:00 will be assigned to Operators on the principle of first on last off by seniority to available Operators who can do the work at straight time.
5. If no work is assigned to an Operator at the 15:00 call-in, that operator must call the depot between 8:30 and 9:00 for work for that day. Operators calling at this time will not be required to accept any work starting prior to noon. If work is not assigned at this time, the Operator is released from all obligations to be available for work that day.
6. Spareboard Operators may pass on work assignments provided there is a junior Spareboard Operator available to do the work at straight time.
7. A Spareboard employee wishing to pass work down to a less senior employee must advise the Duty Dispatcher of their intention to do so not later than 14:00 hours the day before the work pass is to take place.
8. Passing work down to a less senior employee is not to be considered as a day off. An employee passing work remains subject to a call by reverse seniority and must be available to accept the work assignment.
9. All work assigned will be confined to a ten (10) hour total elapsed time (TET). All work assigned that exceeds the TET is subject to O/T premiums and procedures as set out in Article 8 of this Agreement.
10. All Spareboard employees shall be entitled to a minimum of two (2) consecutive off days to be chosen by seniority from a list of available off days during a major sign-up. Once selected, off days may not be altered or changed except through the exchange of shift option
11. Employees opting to work on an off day will be placed on the bottom of the spare board for that day. Should an employee opt to work on an off day the provision of two (2) consecutive off days will not apply.
12. All Spareboard work will be assigned based on seniority and total paid hours. The senior Spareboard employee available will be assigned the work with the most total payable hours. Subsequent assignments will be made in order of total hours payable to the most senior employee available.

When total payable hours are equal, the assignment will be made based on the earliest finish time. If finish times are identical, the assignment will then be made based on shortest split.

13. All assigned shift commencement times shall not be altered unless the Spareboard employee assigned the work has been given a minimum of ninety (90) minute's notice

of the change. The Duty Dispatcher will not make repeated calls to a Spareboard employee in an attempt to notify the employee of a shift change. If unsuccessful after two (2) attempts and if contact is not made by the employee after fifteen (15) minutes from the second call if a message is left for the employee, the Duty Dispatcher will go on to the next senior Spareboard employee.

14. The number of splits contained in any given piece of work shall be governed by service demand and can be added, deleted and/or altered at any time by the Duty Dispatcher.

10.3 Permanent Employees Working on the Spareboard

Employees may make themselves available for work on their regular days off at straight time rates, subject to an employee not exceeding a total time of forty (40) hours or five (5) days in a work week, using the exchange of day off or exchange of shift option with any other employee or such employee may work subject to being placed on the bottom of the Spareboard.

10.4 Return to Work

If the date of return to work is unknown, an employee will be able to return to work on their scheduled week of work only if the Company is notified by 14:00 hours on the Thursday previous to the intended week of return.

If employees wish, they can return to work counter to this condition, by placing themselves on the Spareboard for the remainder of the week. The position the employee occupies on the Spareboard is determined by their Company seniority.

ARTICLE 11 - CONSTRUCTION OF SHIFTS

11.1 Length of Shifts

The Company and the Union agree that the intent of this Article is to construct shifts to provide the maximum number of employees with permanent employment of thirty (30) or more hours per week subject to the provisions of this Agreement. Shifts shall be constructed based on service demand. Shifts shall always be constructed with the objective of achieving the following in order of priority:

11.2 Operators

11.2.1 Regular:

The maximum number of indexes comprised of five (5) days with a minimum of two (2) consecutive days off, composed of a minimum of seven hours and forty minutes (7.67 hours) and a weekly total of thirty-eight hours and twenty minutes (38.35 hours).

11.2.2 Compressed:

The maximum number of indexes comprised of four (4) days of work with three (3) consecutive days off subject to Article 8.2 composed of nine hours and thirty-five minutes (9.58 hours) per day and a weekly total of thirty-eight hours and twenty minutes (38.32) hours.

11.3 Office and Maintenance Staff

11.3.1 Regular:

The maximum number of indexes comprised of five (5) days with a minimum of two (2) consecutive days off, composed of a minimum of eight (8) hours and a weekly total of forty (40) hours.

11.3.2 Compressed:

The maximum number of indexes comprised of four (4) days of work with three (3) consecutive days off subject to Article 8.2 composed of ten (10) hours per day and weekly total of forty (40) hours.

11.4 Split Shifts

Subject always to Article 11.1, when the Company determines that the hours of service require the construction of split shifts and the split in the shift is less than thirty (30) minutes, the shift shall be paid straight through and the employee shall remain with the vehicle, or on the premises and available for work.

The Company reserves the right to move the split in a shift up to one half ($\frac{1}{2}$) of an hour in either direction due to service demand. If for any reason an employee cannot accommodate a change in the split time, Dispatch must be informed at the start of the shift (in writing) in order to be guaranteed the split time.

If the Company does not specifically alter the split time, but due to traffic or other unforeseen delays the split start time is delayed, the split will be adjusted and the operator will take the full split.

When service demand necessitates moving an operator's scheduled split time in accordance with the preceding paragraph, and less than thirty (30) minutes' notice is given to the affected operator, then that operator shall have the option of having the split time lengthened to reflect the full split time or take the shorter split time and be paid for the time worked.

11.5 Shift Total Elapse Time

The total elapse time of all shifts shall not exceed ten (10) hours from the start of the first piece of work and the end of the last piece of work and includes time not worked between the pieces of work.

For the purposes of compressed work week shifts only, the Union agrees to extend the total elapsed time by five (5) minutes for operators to ten hours and five minutes (10.08 hours). The Compressed Work Week Shift total elapsed time for office and service staff will be ten and one-half (10.5) hours.

11.6 Pre-Trip and Post-Trip Time

Fifteen (15) minutes for each pre-trip inspection and ten (10) minutes for each post-trip inspection shall be included as part of each shift.

11.7 Shift Changes

At any time during a Sign-Up period, changes to individual shifts may be made provided there is no reduction in the number of total shifts and no loss of earnings to any employee. At the request of the employee whose shift has been changed, the Union shall conduct a Sign-Up.

11.8 Vacated Shifts

11.8.1 Week to Week Vacancies

A vacated shift shall be deemed to be any shift where an employee has indicated to the Employer and the Union that they will not return to work prior to the end of one (1) week or more.

These shifts shall be filled in their entirety regardless of the reason for the absence provided that the total number of vacated shifts does not exceed two (2) shifts over and above those shifts being filled for absences due to annual vacation or the taking of banked time.

11.8.2 Vacancies For The Remainder of the Sign-Up

A vacated shift shall be deemed to be any shift where the employee has indicated to the Employer and the Union that they will not be able to sign an index within ninety (90) days from his/her first day of absence. The Employer is entitled to a prognosis from the Employee's Physician outlining if a return day is possible within that first ninety (90) days from the first day of the absence/vacated shift.

These shifts shall be filled in their entirety through a mini-Sign-Up or the weekly assignment of work process depending on the length of time remaining in the affected

Sign-Up and shall be placed on the Spareboard in accordance with their seniority for the balance of the affected Sign-Up.

Employees shall have the option of returning to work at an earlier date and shall be placed on the Spareboard in accordance with their seniority for the balance of the affected Sign-Up.

11.8.3 Permanent Vacancies

When a shift becomes permanently vacant, a Sign-Up will be conducted by the Union in cooperation with the Company, among those employees with less seniority than the employee originally holding the shift. An employee agreeing to fill a vacant shift under these conditions, and subsequently vacated shifts, shall hold the shift for the remainder of the sign-up period.

11.9 Maximization of Hours

In the construction of indexes and shifts both for signing and the Spareboard, the Employer shall build shifts that allow for shifts and runs that provide as close to eight (8) hours in any day and forty (40) hours in any week in order to provide the most number of hours for Employees to be claimed in the shift bid process and for Spareboard Employees to sign or be assigned.

This is done to allow for Employees who want to become permanent Employees as set out in article 6.2 to do so in the most fair and efficient way possible.

Shifts, runs and indexes shall not be constructed in a manner that is seen to negate or avoid the Employer's obligations as set out in this article, however the Employer is permitted to construct such work that is the most efficient and cost effective and that does not negatively affect service.

ARTICLE 12 - VACANCIES, PROMOTIONS AND LAY-OFFS

12.1 Posting of Vacancies

When the Company needs to fill a vacancy or create a new position in the bargaining unit, it shall first post notice of the vacancy or new position internally for seven (7) calendar days before advertising for applicants outside the bargaining unit, so that employees may be made aware and apply. Such notice shall contain, but not be limited to, the following information:

- nature of the position;
- qualifications required;
- experience, skill and ability required;
- hourly rate of pay or salary rate;

- the position is covered by a Collective Agreement.

12.2 Filling Vacancies

The following factors shall receive consideration by the Company when a vacancy is being filled from inside the bargaining unit pursuant to Article 12.1 above; qualifications, experience, skill and ability. The applicant from among such group with the greater Company seniority shall receive preference.

12.3 Appraisal Period

An employee selected to fill a vacancy posted under this Article shall serve an appraisal period of two hundred and twenty five (225) hours worked in the new position.

If the employee proves unsatisfactory for any work-related reason, or the employee decides to return to their former position, the employee shall be returned to their former position, wage, or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

12.4 Layoff Order

When it is necessary to reduce staff because of lack of work, then employees shall be laid off within their own classification in reverse order of their Company seniority; last on, first off.

12.5 Layoff Notice

Any employee who has completed their probationary period shall be given fourteen (14) calendar days' notice.

Where less than fourteen (14) calendar days' notice is given, the employee will be paid wages for the balance of notice not given based on the average number of hours that the employee worked in the preceding twelve (12) month period prorated to a daily average and is not to exceed forty (40) hours per week.

This is to be paid at the employee's straight time hourly rate prevailing at the effective date of lay-off. Where the employee has less than twelve (12) months service with the Company, the formula will be adjusted to reflect the actual length of service. This provision does not apply where the employee elects to exercise bumping as provided in the Bumping Rights Articles of this Contract.

12.6 Recall Order and Notice of Recall

Any employee who is laid off and does not bump into another classification shall be placed on a recall list for three hundred sixty-five (365) consecutive calendar days from the date of the

layoff and shall be recalled to employment into any available classification in order of their Company seniority, last off first on, provided that the employee has the sufficient qualifications, experience, skill and ability to immediately perform the work in question.

Failure of an employee to accept recall into a classification other than the one from which the layoff occurred will not result in loss of Right of Recall.

Notice of Recall shall be made by the Company by telephone, or if unable to contact the employee personally by telephone then by registered mail to the last known address of the employee that was registered to the Company.

The employee shall have fourteen (14) calendar days from date of mailing to respond to such recall. It is the responsibility of employees to inform the Company of their current addresses and telephone numbers.

Permanent employees shall always be offered recall into any available classification first and before any casual employee is offered recall to that classification.

Casual employees shall be offered recall into any available classification before any new employee is offered employment in that classification. Failure to accept recall to the classification from which an employee had been laid off from shall result in the laid off employee losing all rights to future recall.

12.7 Bumping Rights

Employees who are displaced from one classification by the application of Article 12.4 may, as an alternative to going on the recall list, bump an employee in another classification, with less Company seniority, provided always they have sufficient qualifications, experience, skill and ability to immediately perform the work in such other classification.

Employees who intend to exercise this section of this Article shall be required to notify the Company of their intent to do so within seventy-two (72) hours of being notified of their lay-off. Employees who bump into another classification shall serve the same appraisal period as outlined in Article 12.3.

Should an employee prove unsatisfactory he/she shall be laid off and placed on the recall list in their Company seniority.

ARTICLE 13 - OCCUPATIONAL HEALTH AND SAFETY

The Company shall provide a safe and healthy workplace. They shall ensure proper training and education on safe work practices and use of the equipment. The Company and the Union agree that it is their intent to conduct a safe operation.

The Company agrees to implement all reasonable or practical suggestions made by employees or the Union, for the improvement of safety practices for the protection of employees from safety hazards in the workplace or in the performance of work.

No employee shall undertake any work which is deemed to be unsafe but is subject to Safety Committee evaluation and if deemed unsafe by the Safety Committee, the employee shall not be disciplined or suffer a loss in pay.

13.1 Occupational Health and Safety Committee

The Occupational Health and Safety Committee shall be comprised of two (2) members appointed by the Union and two (2) members appointed by the Company.

The Committee shall be established in accordance with the Workers' Compensation Board and Industrial Health and Safety Regulations, Section 4, and shall meet not less than once per calendar month for the purpose of:

- Assisting in maintaining the overall objective of a safe working environment for all bargaining unit employees;
- Provide a means of communications between the employees and the Company;
- Recommending action on any Occupational Health and Safety matters.

13.2 Occupational Health and Safety Committee Members Training

The Company and the Union agree that members of the Occupational Health and Safety Committee shall attend safety committee training provided by the Workers' Compensation Board of British Columbia.

When possible, the Union and Company appointees shall attend this training together. The Company shall pay up to twenty-four (24) hours pay per calendar year for Union appointees to attend training.

The Company shall reimburse Union appointees for all reasonable travel related expenses, out-of-town mileage, meals [maximum ninety dollars (\$90.00) per day], and accommodation as arranged by the Company, with receipts being required before reimbursement.

The Employer shall ensure that all such training takes place pursuant to Sections 3.27(2) & (3) of the *OHS Regulation* ("*Regulation*") which states:

(2) The employer must ensure that each member of the employer's joint committees who was selected on or after April 3, 2017 to be a member receives, as soon as

practicable but no more than 6 months after becoming a member, a total of at least 8 hours of instruction and training, as set out in subsection (4).

(3) The employer must ensure that the worker health and safety representative at each of the employer's workplaces who was selected on or after April 3, 2017 to be a representative receives, as soon as practicable but no more than 6 months after becoming a representative, a total of at least 4 hours of instruction and training, as set out in subsection (5).

13.3 Video Display Standards

The Company shall ensure that all new computers have adjustable keyboards. Video Display Terminals will meet the standards of Worksafe BC as outlined in the publication "Working with Video Display Terminals."

13.4 First Aid Premium

The Company agrees to pay a first aid premium of fifty cents (\$0.50) per hour to the senior First-Aid qualified office employee on shift who is a member of the bargaining unit.

13.5 New Equipment Training

The Company shall ensure that all new equipment brought into the fleet or for use by any employee; that all employees shall be fully trained on its operation and use before that employee is sent out in service on that new equipment.

13.6 Deep Cleaning of Equipment & Standards

The employer shall ensure that each vehicle in the fleet goes through a deep clean at least one (1) time per every four (4) months where a complete detailing is performed and the bus is steamed and detailed paying special attention to the driver's compartment.

Further deep cleanings may be required and those additional cleaning will be scheduled when both parties agree that the state of the equipment requires such deep clean.

ARTICLE 14 - TECHNOLOGICAL CHANGE

The Parties hereto agree to co-operate so that the Company can take full advantage of improved technology.

The Company shall notify the Union four (4) months in advance of any intent to introduce new technology which will displace any employee covered by this Agreement.

After the receipt of such notice the Union will meet with the Company to discuss what impact the technological change will have on the bargaining unit and identify which employees will be set back to a lower paying job classification or laid off under the terms of Article 12 of this collective agreement or terminated. Failing agreement either Party may refer the matter to Arbitration covered under Article 5.

Any employees affected by technological change shall have their wages kept at the rate prior to the implementation of technological change.

14.1 Skills Upgrading

- (a) Where the Company requires employees to upgrade their skills in order to operate or maintain new equipment, the cost of such required training shall be paid by the Company and the employee shall be paid for the time of such training falling outside of their normal working hours at their straight time rate of pay.

All employees who require training to operate or maintain new equipment shall be trained by a certified trainer provided by the Company. No employee will operate any new equipment without proper training.

All employees will have documentation or be documented showing that they have been trained up to the standards set out by the Company. Proper training means all material that relates to the new equipment and hands on experience with the new operating equipment.

- (b) In cases where a driver is asked to participate in some additional or remedial training due to preventable collisions/incidents, such training shall be undertaken at the Driver's normal hourly rate for each hour spent in training.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Bereavement Leave

Regular employees shall be granted up to three (3) working days at their regular rate of pay in the event of a death of their immediate family. Immediate family shall be defined to include a spouse, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, step children, step parents, step siblings, grandparents (including in-laws) and grandchildren (including in-laws) guardian, aunt or uncle where they have been the primary care giver.

In addition, if the employee is notified of the death while at work, they shall be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) day leave.

This provision includes same sex relationships. Casual employees shall receive the same entitlement as full-time employees; however payment for casuals shall be based on their averaged daily earnings over the previous four (4) week period.

15.2 Compassionate, Educational and General Leave

Subject to the provisions of Article 15.14, the Union and the Company agree that this leave is an entitlement.

Upon agreement between the Union and the Company, a Leave of Absence of up to ninety (90) consecutive calendar days shall be granted, on a first come first served basis.

In addition a Leave of Absence of up to one hundred and eighty (180) consecutive calendar days shall be granted once every five (5) years per employee.

Such requests shall be in writing and leave shall be without pay and without loss of seniority. Leaves of Absence exceeding ten (10) working days shall be subject to the mutual approval of the Company and Union. Where the Company cites "service requirements" as the reason for being unable to agree to grant a Leave of Absence, the Company must demonstrate to the satisfaction of the Union that to grant the Leave would require hiring an additional employee(s).

Where two (2) or more employees request Leave of Absence, in accordance with this Article, but "service requirements" do not enable the Company to agree to grant all requests for Leave of Absence, then the Union shall determine which leave is to be granted. No L.O.A.'s will be granted for the purpose of taking other employment.

Family Care Leave shall be granted for a maximum of eight (8) weeks and may be extended by mutual agreement and may not be unreasonably withheld. Employees on benefits shall have their benefits maintained for the maximum period.

15.3 Jury/Witness Duty

The Company shall grant Leave of Absence, without loss of seniority, wages or benefits, to an employee required to report for jury selection or serve as a juror for a maximum of six (6) months, or who is subpoenaed or summoned to attend an inquest or a court proceeding as a witness to an event occurring during their actual working hours.

The Company shall pay such employee the difference between the earnings such employee would have in any event earned and the payment they receive for those days they would have normally been scheduled to work.

The employee must present proof of service and the amount of payment, if any, received for such jury or witness duty.

15.4 Return to Work Following Jury/Witness Duty

When an employee is required to report as a juror or witness, he/she will not be required to report to work prior to reporting for jury or witness duty.

Except as otherwise provided, employees must report back to work promptly after being released or excused by the court, and shall be paid for all hours they would have otherwise worked, and shall remain available for work up to and including their normal scheduled finish time, subject to the provisions of Article 10.2 of this Agreement.

15.5 Jury/Witness Duty on Days Off

Employees required to serve as a juror or witness while on one (1) or more of their days off shall, upon request, be granted a Leave of Absence without pay for up to an equivalent number of days off immediately, and consecutively, following their release from the court.

15.6 Jury/Witness Duty During Periods of Annual Vacation

Employees required to serve as a juror or witness on any day(s) during a period of annual vacation shall, upon request, be granted an equivalent number of days rescheduled consecutively and immediately following their scheduled period of annual vacation.

15.7 Federal, Provincial, Municipal or C.L.C. Position

Employees elected to Federal, Provincial, Municipal or Canadian Labour Congress full-time office shall be granted as much leave as is necessary during the term of such office. Upon return to the Company, the employee shall enter the job classification previously held without loss of seniority or accredited service.

15.8 Leaves of Absence for Union Business

The Company agrees that it shall not interfere or restrict the Union or its representatives in the administration of the Union and the representation of its members.

In this regard the Company and the Union agree that Leaves of Absence for Union business shall always have priority over educational and general Leaves of Absence.

The Union agrees and accepts that circumstances beyond the control of the Company may arise that directly affect the Company's legitimate business interests that may necessitate the denial or cancellation of a Leave of Absence for Union business.

Union members who are booked off for Union business, shall have their booked off time paid for by the Company in accordance with Article 15.9 and their time shall be considered as time worked.

Any employee who acts as a full time officer of the Union, Local or National, shall be placed on Leave of Absence with the time involved considered as service with the Company. On conclusion of such Leave of Absence an employee shall return to the job previously held, without loss of seniority.

Leave of Absence for full time Union officers shall be without pay but they shall be entitled to retain their membership in the benefits plan, provided the Union pays the Company's portion of the benefits plan contribution.

Subject to circumstances beyond the control of the Company that directly affect its legitimate business interests, Officers of the Union, Job Stewards, and Union committees shall be granted Leave of Absence for Union business, without loss of seniority, provided a full time officer of the Union gives the Company prior notice of the absence.

As far as possible, such notice will include the dates the leave will commence and conclude. The Union will endeavour to give at least twenty-four (24) hours' notice of any Leave of Absence for Union business.

Excluding a full-time officer of the Union, the Union shall always endeavour to limit the number of employees on Leave of Absence for Union business to normally not more than two (2) at any one (1) time.

Leaves of Absence for Union business, subject to Article 15.9, shall be without pay except for the following reasons which shall be with pay and such pay will be at straight time rates and shall not attract overtime:

- investigate complaints at the request of the Company;
- investigate grievances at the request of the Company;
- attend other meetings at the request of the Company;
- attend grievance meetings;
- supervise at ratification votes.

15.9 Administration of Leave of Absence for Union Business

With the exception of a full-time officer of the Union, all other Union Officers, Job Stewards, and Union committee members shall continue to receive their normal rate of pay.

To facilitate the administration of leaves without pay, such leaves shall be with pay and the Union shall reimburse the Company for all applicable gross salary costs, including annual vacation pay.

The Company shall forward a statement of wages paid to the Secretary/Treasurer of the Union. The Union shall forward, by mail, payment in full within fourteen (14) calendar days.

If a Leave of Absence under this Article exceeds thirty (30) consecutive calendar days, the Union shall pay the Company's portion of the benefits plan contribution.

15.10 Leave of Absence Due to Driver's Licence Suspension

The Company agrees to grant Leave of Absence without pay for up to eighteen (18) calendar months to any employees who have their driver's licence temporarily suspended, on the following conditions:

- the employee pays both the employee and Company's shares of the employee's Benefit Package where applicable;
- the period of the leave is not included as service for any benefit entitlement under this Agreement;
- the incident giving rise to the suspension is in no way work related;
- any employee may be eligible for only one (1) such leave of absence during their career with the Company. If any employee has their license suspended a second time, they shall be automatically terminated.

15.11 Maternity/Paternity Leave

Leave of Absence without pay for a continuous period not exceeding eighteen (18) weeks will be granted to regular employees for maternity reasons.

Employees will notify the Company at least three (3) weeks in advance of the date on which the employee intends to begin her Leave of Absence.

An employee may alter, but only once, the date of commencement of her Leave of Absence by providing written notice to the Company no later than two (2) weeks prior to the date she originally wished to commence her Leave of Absence.

Should the employee suffer mental or physical illness as a result of pregnancy, she shall, on the recommendation of her physician, commence her Leave of Absence immediately.

Once the employee has commenced her Leave of Absence, she will not be required to return to work during the six (6) week period following the date of delivery.

Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Company a medical report from her physician, apply to the Company for an extension of the eighteen (18) weeks Leave of Absence to a date recommended by the physician.

Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee a Leave of Absence from work without pay for a period of six (6) weeks, or a shorter period if the employee requests.

Where an employee has been granted maternity leave and is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant further Leaves of Absence from work without pay, for a period but not exceeding a maximum of six (6) weeks.

Employees desiring to return to regular employment following maternity leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave. In cases of special circumstances an employee may request to return prior to six (6) weeks following the date of delivery.

The request must be given in writing to the Company at least one (1) week before the date the employee intends to return to work and the employee must furnish the Company with a certificate from a medical practitioner stating that the employee is able to resume work.

On return from maternity leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled to had the leave not been taken.

The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period longer than the permitted leave.

The Company will continue to pay the Company's portion of the employee's benefit premiums while the employee is on maternity/paternity leave to a maximum of fifty-two (52) weeks.

15.12 Parental Leave

- (a) Parents of a newborn or adopted child shall be entitled to leave in accordance with the provisions of the Employment Standards Act of British Columbia. This is in addition to the eighteen (18) weeks leave granted to the mother of a newborn child.
- (b) Employees shall be granted Leaves of Absence with pay for a total of three (3) days, to attend the birth of their child and/or to attend the homecoming of the mother and child, provided this day falls on a regularly scheduled working day which the employee would have otherwise actually worked.

Casual employees shall receive the same parental leave entitlement as permanent employees however payment for casuals shall be based on their averaged daily earnings over the previous four (4) week period.

15.13 Paternal Leave

Male employees shall be granted Leaves of Absence with pay for a total of three (3) days, to attend the birth of their child and/or to attend the homecoming of the mother and child, provided this day falls on a regularly scheduled working day which the employee would have otherwise actually worked.

Casual employees shall receive the same paternal leave entitlement as permanent employees however payment for casuals shall be based on their averaged daily earnings over the previous four (4) week period.

15.14 Leaves of Absence, Benefit Costs and Vacation Pay

When an employee is on a Leave of Absence one hundred fifty-three (153) consecutive working hours or more, the employee shall pay the full costs of their benefits and the time of the Leave of Absence shall not be used for the purpose of calculating vacation pay, Article 15.09 notwithstanding.

15.15 Family Responsibility Leave

Employees are entitled to five (5) days family responsibility leave without pay in an employment year in accordance with the Employment Standards Act. Employees are required to provide the Employer with an explanation for the leave in accordance with the Act.

ARTICLE 16 - STATUTORY HOLIDAYS

16.1 Definition of Statutory Holidays

For the purpose of this Agreement, the following shall be acknowledged as Statutory Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day

- Remembrance Day
- Christmas Day
- Boxing Day

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

16.2 Payment for Statutory Holidays

Whether a statutory holiday is worked, or not worked in accordance with Articles 16.7 & 16.8, an eligible employee shall elect one (1) of the following:

Receive their Statutory Holiday pay equivalent to a normal day's work at straight time rates based upon the greater of:

- (a) The shift an Employee is working at the time;
- (b) The average of the total hours worked per day over the four (4) week block immediately preceding the week of the stat;
- (c) Receive a day off with pay to be taken on any day and upon notice to the Company pursuant to Article 31.
- (d) Any Employee who has indicated their intent to work and is scheduled to work "Standby" on a Statutory Holiday, but due to a lack of work does not get assigned to any work on the Statutory Holiday, that Employee then has the ability to take a day at a later date as set out in Article 31.

A "Standby" is defined as an employee who has indicated to the employer that he/she is willing to work the Statutory Holiday AND where the Employer has advised that employee that they may be required to work on the Statutory Holiday; as is the practise of (1st up, 2nd up, 3rd up, etc....). The Employer will advise the "Standby" employee(s) of their requirement to be available for work by 15:00 the day prior to the Statutory Holiday.

The number of "Standbys" established for each Statutory Holiday shall be established by the Employer after consulting with the Sheet Committee.

Any employee who "passes" on work once the three (3) days' notice above has been given will give up their ability to bank the Statutory Holiday pay, and will receive a pay-out instead.

Stat pay shall not exceed seven and one-half (7.5) hours per day for operators and eight (8) hours per day for Office and Maintenance staff. For employees working a Compressed Work Week Shift, the option to work two (2) hours at straight time on their scheduled day off will be extended to them, any minimum hours Article notwithstanding.

16.3 Payment for Work on a Statutory Holiday

All work on a statutory holiday, up to ten and one-half (10.5) hours, shall be paid at one hundred fifty percent (150%) of straight time rate. All work in excess of ten and one-half (10.5) hours shall be at two hundred percent (200%).

Christmas Day that falls on a regular business day will be paid at two hundred percent (200%) for all time worked.

Christmas Day that falls on a Saturday or a Sunday is deemed a Super Statutory Holiday and shall be paid at two hundred and fifty percent (250%) of regular rates for all time worked.

16.4 Eligibility

After thirty (30) calendar days of employment, the Company must give an employee a day off with pay for each Statutory Holiday listed in Article 16.1.

An employee shall not be eligible for statutory holiday pay when the statutory holiday falls during any of the following periods of absence:

- Paid bereavement leave;
- Absence due to sickness or non-occupational injury;
- Workers' Compensation benefits;
- Approved Leave of Absence;
- Any absence without Company approval.

16.5 Banking of Statutory Holiday Pay

All employees who work Statutory Holidays shall have the option to bank the Statutory Holiday Pay. Any Statutory Holiday pay that is not specifically directed to be banked will automatically be paid out. Banked hours can be accessed pursuant to Article 31.

16.6 Assignment of Work on a Statutory Holiday

All Statutory holidays shall be signed for by all Employees at the corresponding quarterly Sign-up. All Employees shall indicate a preference of work assignment on the supplied sheet to the Sign-Up Coordinator. Work shall be assigned in order of seniority by the following criteria:

- (a) Employees who indicate their desire to work and the Statutory Holiday falls on their scheduled day of work;

- (b) Employees who indicate their desire to work and the Statutory Holiday falls on their scheduled day of rest;
- (c) If any shifts are left then they shall be assigned in order of reverse seniority beginning with those employees normally scheduled to work.

The Company will give three (3) days' notice to those employees who will not be required to work on a statutory holiday except for Christmas the Company will give five (5) days' notice. Those who voluntarily place themselves on the Spare list must be notified by 15:00 hours the day prior to the holiday as to their status.

16.7 Holiday Falling on a Rest Day

When a statutory holiday falls on an employee's scheduled day of rest, they shall receive another day off pursuant to Article 31 or it shall be paid out pursuant to Article 16.2 above.

16.8 Holiday Falling During Vacation

When a statutory holiday falls during an employee's vacation period, they shall receive another day off pursuant to Article 31 or it shall be paid out pursuant to Article 16.2 above.

ARTICLE 17 - ANNUAL VACATION

17.1 Definitions

For the purposes of this Article "year" shall mean calendar year; "day" shall mean working day; "service" shall mean an accredited service with the Company, which is the total of all periods of service as an employee of the Company.

17.02 Entitlement

Employees shall earn annual vacation entitlement for any calendar year only when they reach the anniversary date of the commencement of their employment as an employee.

However, an employee may take annual vacation anytime during that calendar year, provided that they have completed six (6) months continuous service.

Employees are not entitled to take a vacation until they have completed six (6) months of continuous service.

Employees who complete the years of service shown below shall be entitled to the corresponding number of days of annual vacation with pay to be taken during that year and subsequent years.

Years of Service	Entitlement	%
2 years or less	2 weeks	4%
More than 2 years	3 weeks	6%
More than 8 years	4 weeks	8%
More than 15 years	5 weeks	10%
More than 25 years	6 weeks	12%

Note: The bolded provision shall be implemented January 1, 2020.

17.3 Vacation Pay

Payment for Annual Vacation shall be as follows:

17.3.1 Permanent Employees

Permanent Employees shall suffer no loss of pay during their vacation period subject to Article 17.3.3 Year's End and Article 17.6 - Proration of Annual Vacation Due to Absences.

17.3.2 Casual Employees

Casual Employees' Annual Vacation pay shall be limited to their Annual Vacation accrual to date.

17.3.3 Year's End

At the end of the year, all employees will be paid any amount still outstanding from the year's entitlement when the T-4's are distributed, subject to Articles 17.5, 17.6 and 17.7.

Any Employee who has a negative balance in their Annual Vacation accrual at year end will carry forward the negative balance into the next year with the result of reducing that years A/V accrual.

17.4 Conversion Employees

Casual employees who convert to Permanent Employee status and Permanent Employees who convert to Casual Employee status shall receive Annual Vacation pay in accordance with Article 17.3.2 for the duration of the conversion year.

17.5 On Termination

Employees shall receive vacation pay upon termination, calculated in accordance with Article 17.3 - Annual Vacation Pay, for any unused vacation entitlement based on service up to the date of termination and prorated to their anniversary date. Any pre-paid annual vacation shall be repaid by the employee to the Company.

17.6 Proration of Annual Vacation Due to Absences

An Employee's vacation pay shall not be affected by approved absences of one hundred and fifty-three (153) cumulative hours or less in a calendar year as a result of sick leave, weekly indemnity, or approved Leaves of Absence. An employee's vacation pay shall not be affected by absences while on W.C.B. for six (6) calendar months or less, in any calendar year.

An employee's vacation pay shall be pro-rated based on hours worked when the absence exceeds the above in accordance with article 17.3.3

17.7 Vacation Carry-Over

Earned vacations shall normally be taken as time off. When operational requirements do not permit employees to take their vacation when it has been scheduled, such vacation shall be rescheduled if operationally possible in the same vacation year; or failing that, carried over and rescheduled at a mutually agreeable time in the next vacation year.

Casual Employees may elect to carry over their Vacation Pay and time, subject to Section 57(2) the Employment Standards Act.

Should an employee have their Annual Vacation re-scheduled pursuant to the foregoing, the Employer shall compensate the Employee for all reasonable costs and expenses associated with cancelling and rescheduling the Annual Vacation upon receipts and invoices being provided to the Employer.

17.8 Vacation Scheduling

Prime Time Period shall mean the period beginning the first Sunday in April to the week starting the last Sunday in October, the fourteen (14) day period of School Spring Break, the week of Christmas Day, and the week of New Year's Day.

The Company in consultation with the Union shall construct and post an annual vacation calendar on or before November 1st of each year indicating the available weeks of vacation for the following year as follows:

17.8.1 Operators

- (a) During the non-prime time period, the annual vacation calendar shall be constructed to provide eight (8) operators to take annual vacation.
- (b) During prime time periods, the vacation calendar shall be constructed to allow for a minimum of ten (10) operators to take annual vacation.
- (c) During the time period of the week in which New Year's Day falls, the school spring break and the "summer weeks" - defined as the period of time commencing the week of Canada Day and ending the week of Labour Day, twelve (12) operators shall be permitted to take annual vacation.
- (d) During the week where Christmas Day falls, a total of eighteen (18) operators will be permitted to take annual vacation.

17.8.2 Office Staff

- (a) Dispatch staff shall have (2) vacation blocks available during the week of school spring break.
- (b) Dispatch staff shall have two (2) vacation blocks available during the week of Christmas Day, New Year's Day.

17.8.3 Maintenance Staff

Maintenance staff shall have one (1) vacation block available during each week of the year.

17.9 Illness Prior to Vacation

An employee's period of annual vacation shall be rescheduled or extended because of a disability or illness as follows:

- (a) If an employee is absent on sick leave or WCB immediately preceding the commencement of a period of annual vacation, then the vacation shall be rescheduled upon request.
- (b) In the first week of vacation, if the illness begins on or before the second day of the remaining week or weeks of vacation booked in one (1) group; such remaining vacation time shall be rescheduled upon request.
- (c) In the second week of vacation if the illness begins on or before the second day of the remaining week or weeks of vacation booked in one (1) group, such remaining vacation time shall be rescheduled if requested.

- (d) In the third week of vacation if the illness begins on or before the second day of the remaining week or weeks of vacation booked in one (1) group, such remaining vacation time shall be shall be rescheduled if requested.
- (e) In the fourth week of vacation if the illness begins the on or before the second day of the remaining week or weeks of vacation booked in one (1) group, such remaining vacation time shall be rescheduled if requested.

If it is not practical for the Company to reschedule the period of annual vacation, then the employee shall receive pay in lieu of the period of annual vacation in addition to any sick leave or WCB benefits.

In order to qualify for pay in lieu of annual vacation in addition to sick leave or WCB benefits, an employee must provide the Company with a certificate from their doctor confirming that the employee is ill or injured.

17.10 Time vs. Accrual

If an employee finds that due to circumstances that they have more Annual Vacation time allotted to them than their accrual will cover, they will have the option of abandoning those unfunded weeks or any portion thereof.

ARTICLE 18 - BENEFIT PLANS

18.1 Definitions

For the purpose of this Article "employees" shall mean eligible employees and day(s) shall mean a regular working day.

18.2 Benefit Coverage and Premium Payments

The cost of the MSP Premiums will be shared seventy-five percent (75%) by the Company and twenty-five percent (25%) by the eligible employees.

The cost of Premiums paid by the Company for the Unifor Benefit Trust (UBT) to provide Extended Health, Dental, Short Term Disability, Long Term Disability, Life Insurance and Accidental Death and Dismemberment, shall be one hundred percent (100%) paid by the Company for eligible employees.

It is agreed that upon request, the Union will provide the Company premium breakdown costing per benefit and benefit experience history of the plan.

Any annual increase in the cost of premiums shall be paid by the Company.

Employees eligible for benefits absent from work due to a WCB injury for a continuous period of twelve (12) months shall have their benefits maintained and the cost shall be borne by the employee and Employer as herein provided.

Upon the completion of twelve (12) months all benefits shall terminate unless the employee wishes to continue same at one hundred percent (100%) employee cost.

Casual employees shall be eligible for coverage under the Dental, Extended Health and MSP Plans provided they have worked an average of thirty (30) hours per week in the previous six (6) month period.

For these employees the Company will be responsible sixty percent (60%) and the employee will be responsible for forty percent (40%) of the premiums.

In addition to the above and subject to the above qualification a maximum of ten (10) of these casual employees shall be eligible by seniority for one hundred percent (100%) of Company paid premium for the dental and extended health benefits.

The Union shall be responsible for any problems with the Carrier. The Union and the Company shall co-administer the forms.

18.3 Eligibility

All employees who meet the definition of Article 6.02 shall qualify to participate in the benefit plans of this Agreement subject to any conditions imposed by the Carrier.

18.4 Sick Leave

The Company shall provide all employees who meet the definition of Article 6.2 with:

18.4.1 Operators:

Fifty-three (53) hours of sick time per calendar year (January 1st - December 31st) earned on the basis of four hours and twenty-five minutes (4.42 hours) per month.

18.4.2 Office and Maintenance Staff:

Fifty-six (56) hours of sick time per calendar year (January 1st - December 31st) earned on the basis of four hours and forty minutes (4.67 hours) per month.

18.4.3 Sick Leave Pro-ration:

An eligible employee must work a minimum of eighty (80) hours in a month to qualify for Sick Leave Benefits. Sick Leave Entitlement will be pro-rated on the basis of:

For Normal Work Shifts

10 days for 50% entitlement

11+ days for 75% entitlement

16+ days for 100% entitlement

For Compressed Work Shifts

8 days for 50% entitlement

9+ days for 75% entitlement

13+ days for 100% entitlement

18.04.4 Other Sick Leave Utilization

Doctor and dentist appointments may be paid out of sick time at the discretion of the employee.

One hundred percent (100%) of an employee's unused sick time shall be rolled into their Pension/RSP. The calculation is to be done in the last pay period of the year with the payment to be made within the next two (2) pay periods.

18.5 Return to Work Certificates

Return to work certificates may be requested at the discretion of the Manager prior to an employee's return to work or before Sick Leave Benefits are paid. The Company agrees to pay the employee's doctor for providing the certificate.

18.6 Confidentiality of Medical Information

The Company agrees that any information provided for the purpose of qualifying for sick leave or WCB shall be treated in strict confidence and shall remain confidential and in the secured files of the Manager. No other employee or personnel shall have access to these same files for any reason nor shall any employee or personnel be provided with any information in those files.

18.7 Employee Assistance Program

The Company agrees to fully fund the Employee Assistance Program provided by Shepell FGI.

ARTICLE 19 - UNIFORMS

19.1 Uniform Policy

The Union and the Employer shall co-operate in establishing the uniform for employees. Only items approved by the Employer may be worn while working. Employees shall be responsible for the cleaning and maintenance of their uniform items.

19.2 Safety Shoes and Cost Sharing

Footwear consistent with the Workers Compensation Industrial Health and Safety Regulations shall be worn while working.

Shoes worn while working shall be of a colour in keeping with the colour of the uniform. Where safety shoes are required to be worn on the job, the Company shall either provide an employee with safety shoes that it determines to be suitable for the work, or reimburse the employee for the purchase or repair of the safety shoes to an amount not exceeding one hundred and fifty dollars (\$150.00) in a calendar year.

This replacement may be more frequent for Vehicle Maintenance Staff based on proof of need. In order to qualify for reimbursement as provided herein the employees shall obtain the prior approval of the Management for the purchase or repairs to safety shoes and submit a receipt describing the purchase or repairs and amount paid by the employee.

19.3 Uniform Cleaning Allowance

The Company shall provide all employees who are issued with uniforms with a cleaning allowance of one-half (½) hour pay per pay period.

19.4 Uniforms to be worn Only at Work

Employees shall not wear any items of uniform clothing issued by the Employer outside of work and/or outside of normal working hours (excluding travel to and from work).

19.5 Uniform Issue

19.5.1 Operators:

The Company shall make the following uniform items available to operators on the basis of proven need and provided that employees return the used or worn out article of clothing at the time they receive the new issue.

<u>ISSUE</u>	<u>FREQUENCY</u>
Uniform Pants	maximum three (3) pair a year
Uniform Shorts or culottes	maximum two (2) pair per year - Two (2) pairs (for females) per year in lieu of uniform shorts
Uniform Shirts (or Polo Shirts)	maximum five (5) per year <i>(long and short sleeve shirts or any combination thereof, at the discretion of the employee)</i>
Fleece Vest	one (1)
Reflective Safety Vest	one (1)
All Season Jacket	one (1) replaced on proof of need in lieu of summer coat, winter coat and rain resistant shell.
Gloves	one (1) pair of gloves on an annual basis.

The Company shall pay for alterations to new uniforms items (including hems, seam adjustments subject to Company approval. Alterations to be done by uniform supplier only.

19.5.2 Office Staff:

The Company shall make the following uniform items available to office employees, on the basis of proven need and provided that employees return the used or worn out article of clothing at the time they receive the new issue.

<u>ISSUE</u>	<u>FREQUENCY</u>
Uniform Shirts	maximum five (5) per year <i>(long and short sleeve shirts or any combination thereof, at the discretion of the employee)</i>
Uniform Sweater	one (1)
Uniform Pants	two (2) per year

In lieu of Uniforms, the Company shall pay two hundred and twenty-five dollars (\$225.00) annually to all Office staff subject to staff compliance with the Company dress policy.

19.5.3 Maintenance:

The Company shall make the following uniform items available to maintenance employees, on the basis of proven need and provided that the employee returns the used or worn out article of clothing at the time they receive the new issue.

<u>ISSUE</u>	<u>FREQUENCY</u>
Coveralls	maximum two (2) per year
Rain Gear with hood	one (1) set
Rubber Boots	one (1) pair as required
Gloves	one (1) pair to be waterproof
Work Boots	one (1) pair

19.5.4 Dirty Pay:

Employees cleaning buses shall receive twenty dollars (\$20.00) when they are required to clean blood, urine, bodily fluids, vomit or excrement from vans or buses.

ARTICLE 20 - OPERATORS

20.1 Collection of Fares

Operators shall be issued tickets daily. All Operators must turn in all tickets and cash receipts to the Dispatch Office upon completion of their shift for the day. Operators must submit any overages/shortages before December 31 of each year. Any shortages or overages that are turned in after this date will not be processed.

Operators are responsible for the collection of fares for passengers; however, each operator shall have a leeway of fifty dollars (\$50.00) per year for cash-outs.

While the Employer shall track shortages and overages, no discipline shall be entered on an employee's file where that employee had shortages less than (\$50.00) in each year.

Should an employee exceed the fifty dollar (\$50.00) ceiling, the Employer may then employ the principles of progressive discipline.

20.2 Driver Trainer

The job classification of Lead Driver Trainer shall pay a premium of two dollars and fifty cents (\$2.50) per hour while performing the duties of a Lead Driver Trainer and a two (2) hour minimum will apply. Driver Trainers shall be designated by the Company. The Employer shall retain the right to conduct driver assessments, evaluations, and remedial training.

20.3 Line Driver Trainers

Line Driver Trainers shall be designated by the Company and such designation shall be based on skills qualifications and seniority.

Line Driver Trainers shall be paid a premium of two dollars (\$2.00) per hour while performing the duties of a Line Driver Trainer.

20.4 Driver Trainees

Newly hired drivers shall be paid at sixty-five percent (65%) of a driver's straight time starting rate of pay.

20.5 Driver's Licence

An employee required by ICBC/DMV to take a medical examination to maintain their license shall be reimbursed for the cost of same by the Company.

20.6 Pay for On the Job Injury

The Company agrees to take the necessary actions to ensure the physical and emotional well-being of an employee when that employee suffers a serious on the job injury or when that employee is involved in a motor vehicle accident while operating a Company vehicle and where the police are requested to attend.

When either of the above defined incidents occurs, the Company agrees that when an employee deems themselves unfit to continue work for that day, the employee shall be relieved of their duties and shall be paid for all hours that employee was scheduled to work on that day.

The Employer shall provide a Critical Incident Diffuser to any Employee who requests one.

20.7 Accident and Incident Reports

Employees shall complete all accident and incident reports as required by the Motor Vehicle Act, the Workers' Compensation Act, the Industrial Health and Safety Regulations, or any other statute or as required or requested by the Company.

When the Company adjudicates an accident as a non-preventable accident, the employee shall be paid for all related expenses and all time, at their applicable straight time rate of pay; minimum thirty (30) minutes including travel time, when the employee must attend outside their normal hours of work for the following:

- (a) Completing any accident or incident reports for the Police, BC Transit, Insurance Corporation of British Columbia (ICBC), the Crown, legal counsel, or the Company.
- (b) Attending any interviews or meetings with the Police, BC Transit, ICBC, the Crown, legal counsel, or the Company.

20.8 Employees Charged with a Traffic or Criminal Offense

If an employee is charged with a traffic violation and/or is charged for a criminal offence or assault as a result of carrying out operating procedures required by the Company, the Company will reimburse the employee for all reasonable legal costs and loss of pay.

When the affected employee is required to be away from work, for any reason related to the investigation or charge, the Company shall pay the employee's wages and benefits continuously as though the employee had been at work, so the employee shall suffer no loss of wages or benefits during the investigation process only.

The appeal process is exempt from this Article.

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

ARTICLE 21 - DISPATCH OFFICE

21.1 Dispatch Office Training Premium

The job of Line Dispatch Office Trainer shall be bargaining unit work, and shall pay a premium of two dollars (\$2.00) per hour when assigned the duties of a Line Dispatch Office Trainer.

The Company shall retain the right to conduct Dispatch Office Staff assessments, evaluations and remedial training.

21.2 Lead Office/Dispatch Trainers

The job classification of Lead Office/Dispatch Trainer shall pay a premium of two dollars and fifty cents (\$2.50) per hour while performing the duties of a Lead Office/Dispatch Trainer and a two (2) hour minimum will apply. Lead Office/Dispatch Trainers shall be designated by the Company. The Employer shall retain the right to conduct Employee assessments, evaluations, and remedial training.

21.3 Office and Service Island Trainees

Office and service island workers training in any position must be qualified to perform such work as set out in Article 12.2 before they will be entitled to bid on such work.

ARTICLE 22 - PAY DAYS

22.1 Pay Day Schedule

Pay days shall be bi-weekly to coincide with every second Friday. The Company shall have all employees' pay cheques available no later than 14:00 hours the day prior. Should a regular pay day fall on a Statutory Holiday, pay day shall be on the day prior.

22.2 Paycheque Shortages

A pay cheque shortage of more than ten dollars (\$10.00) shall be corrected by the end of the next regular business day when the Company is responsible for the shortage. Otherwise, the shortage will be rectified on the next pay cheque.

22.3 Direct Deposit

Pay days shall be bi-weekly to coincide with every second Friday. Should a regular pay day fall on a Statutory Holiday, pay day shall be on the day prior. The Company utilizes direct deposits for all employees for payroll.

ARTICLE 23 - SUBSTITUTION PAY

23.1 Substitution Pay

Employees performing work in a job classification other than their own job classification shall be paid at their current rate of pay or the rate of pay of the job classification in which they are substituting, whichever is greater. However, an employee who has not completed two hundred and twenty-five (225) hours, in accordance with Article 12.3 in their Section, shall receive the start rate of pay.

ARTICLE 24 - RETROACTIVE PAY

24.1 Retroactive Pay

The applicable wage rates included in the Wage Schedule of the Agreement shall be applied retroactively for all job classifications listed in the Wage Schedule.

The Company shall compute retroactive pay for each employee as a percentage of "Gross Earnings" during the retroactive period. "Gross Earnings" shall include straight time earnings, overtime earnings, uniform cleaning allowances, wage protection benefits (excluding WI &

LTD), statutory holiday pay for those holidays which fall during the retroactive period, and vacation taken during the retroactive period.

ARTICLE 25 - WAGE SCALE

25.1 Wage Scale

Classification	April 1, 2017	April 1, 2018	April 1, 2019	April 1, 2020
Operator				
Start	\$22.50	\$22.89	\$23.35	\$23.82
Six Months or 800 Hours	\$24.78	\$25.21	\$25.71	\$26.22
Dispatcher				
Start	\$21.56	\$22.05	\$22.77	\$23.51
Six Months or 800 Hours	\$25.00	\$25.56	\$26.39	\$27.25
Client Registrar				
Start	\$21.34	\$21.71	\$22.31	\$22.92
Six Months or 800 Hours	\$24.78	\$25.21	\$25.90	\$26.61
Scheduler				
Start	\$17.97	\$18.42	\$19.06	\$19.73
Six Months or 800 Hours	\$20.26	\$20.77	\$21.50	\$22.25
Vehicle Maintenance				
Start	\$17.80	\$18.11	\$18.61	\$19.12
Six Months or 800 Hours	\$19.60	\$19.94	\$20.49	\$21.05

25.2 Lead Hand

The Company may designate one or more employees to act as Lead Hand to assist with the direction of workflow, special projects and other supervisory tasks. Lead hands will not issue discipline.

The implementation and termination of the lead hand designation will be at the discretion of the Company however, no lead hand appointment shall be for a period of less than thirty (30) days.

Should two (2) or more lead hands work on the same day only the senior lead hand shall receive the premium pay. In some instances (special projects) more than one Lead Hand may be performing lead hand duties on the same day and in these cases all lead hands, specifically assigned lead hand duties, will receive the premium pay.

Lead Hands shall receive two dollars (\$2.00) per regular hour premium to a maximum of forty (40) hours per week.

ARTICLE 26 - RRSP CONTRIBUTIONS

26.1 RRSP Contributions

The Company shall contribute to employees who meet the definition of Article 6.2, one dollar and twenty cents (\$1.20) per hour to their RRSP.

The Union and the Company will through the consultation process, establish different levels of deductions from which employees must choose to have deducted from their pay-cheque for deposit to the same RSP.

For permanent employees participation in the plan is a condition of employment.

- Effective April 1, 2018 the above RRSP contribution shall be \$1.30 per hour
- Effective April 1, 2019 the above RRSP contribution shall be \$1.40 per hour
- Effective April 1, 2020 the above RRSP contribution shall be \$1.50 per hour

ARTICLE 27 - ACCIDENT ADJUDICATION

27.1 Accident Adjudication

The Company agrees that when required, accidents deemed preventable (excluding hitting stationary objects) will be adjudicated by the accident adjudication committee composed of

two (2) driver trainers and the Manager with the adjudication being determined by a majority vote and shall be binding on the incident.

The driver trainers shall be paid their regular rate of pay and this time shall not attract premiums or overtime. In the event that driver trainers are not available, then two (2) members of the Occupational Health and Safety Committee may be appointed.

ARTICLE 28 – HOUSEKEEPING

28.1 Housekeeping

The Company and Union agree to co-operate fully in making the necessary "housekeeping" changes to the renewal agreement. The term "housekeeping" shall mean names, terms, definitions and numbering that does not result in changing the terms and conditions of the renewal Collective Agreement.

ARTICLES 29 – PAID EDUCATION LEAVE (PEL)

29.1 Paid Education Leave (PEL)

On or about April 1 of each year of this Collective Agreement, the Company upon receipt of notification shall pay to the Paid Education Leave Fund.

The Company agrees to pay, on a quarterly basis, four cents (\$0.04) per hour for all hours worked, into a trust fund established by the National Union. The cheques will be mailed to:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario
M2H 3H9

And made out to the Unifor Leadership Training Fund.

Effective April 1, 2019, the PEL contributions shall be increased to five cents (\$.05) per hour.

Effective April 1, 2020, the PEL contributions shall be increased to six cents (\$.06) per hour.

The Company agrees that members of the bargaining unit selected by the Union to attend the four (4) week program covering twenty-two days shall be granted sufficient leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

Members of the bargaining unit selected by the Union to attend one (1) and/or two (2) week, two (2), three (3) or four (4) day programs shall be granted necessary leave of absence to attend these classes. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave of absence.

ARTICLE 30 - PRINTING COSTS

30.1 Printing Costs for the Collective Agreement

The Company and the Union shall each be responsible for one half (½) of the cost of printing the Collective Agreement.

ARTICLE 31 - ACCESSING BANKED PAY

31.1 Administration of Banked Pay

Employees can elect to bank their Overtime or Statutory Holiday Pay (as per Articles 9.3, 16.2 (c), 16.5, 16.7 and 16.8) at the time that it is earned. The Company shall provide employees with the forms to do this.

An employee cannot receive or take any banked pay until after it has been earned as per Articles (as per Articles 9.3, 16.2 (c), 16.5, 16.7 and 16.8).

Any banked pay that is not taken in the year in which it is earned will be automatically carried over into the following year(s).

An employee may access pay from their Overtime and/or Statutory Holiday Pay bank(s) under any one of the four different options described in the clauses below.

31.2 Pay-Out Request

A pay-out request for any specific amount may be made to the Manager or payroll in writing at any time. When an employee requests a pay-out from their bank, the amount being requested will be included on their next regular direct-deposit of pay. Payment from the bank(s) shall not exceed the total amount accrued to date.

31.3 Single-Day Time Off Requests

Employees may elect to take one (1) or more days of banked pay as days off under the following conditions:

1. The Company shall allow two (2) Operators per operational day to take a banked day off, to a maximum of four (4) days per calendar month for compressed shifts / five (5) days per calendar month for regular shifts, at the Operator's discretion.
2. The Company shall allow one (1) employee from the Office and Maintenance Sections per operational day to take a banked day off, to a maximum of four (4) days per calendar month for compressed shifts / five (5) days per calendar month for regular shifts, at the employee's discretion.
3. In order to be eligible for the guaranteed time off, regular employees must have earned, and have in their bank, a minimum of seven and one-half (7.5) hours for each day for Operators / eight (8) hours for each day for Office and Service persons that they are requesting before making the request. For Casual employees the minimum shall be five (5) hours.
4. Employees are not permitted to cancel the pay for the day after the fact. Once the LOA day has been taken, the pay that goes with it must be paid out.
5. Employees may submit a request to take a single day of Banked Pay a maximum of sixty (60) days in advance of the date they wish to take the day off. This must be done in person, or through a proxy person.
6. The employee must provide at least seventy-two (72) hours written notice of their intent to take a banked day in order to be guaranteed the day off.
7. Requests for Leaves of Absence for non-banked time will not be approved until seventy-two (72) hours prior to the requested day off.
8. Where an employee uses Statutory Holiday Pay or Banked Pay previously earned to take a subsequent Statutory Holiday off, Article 16.4 shall be applied.

The following procedures shall apply:

1. The Company will ensure that all requests for banked pay leave will be date and time stamped at the time that they are submitted.
2. The Company will determine whether there are any other requests that have been received for the same day.
3. All requests will be on a first-come-first-served basis, to the maximum number allowed away for the day as per the clause above, without regard for seniority.
4. The Company shall provide confirmation or denial of the request within twenty-four (24) hours of the submission.

5. All requests for leave will be kept on the Leave Board in the Dispatch Office.

31.4 Part-Day LOA's

Any request for part of a day off where the amount of time requested off is four (4) hours or more will be considered the same as a request for a full day off, and will be dealt with exactly as described in Clause 31.3 above.

Any request for part of a day off where the amount of time requested is less than four (4) hours does not fall under the restriction of the number of employees allowed off as described in Clause 31.3 above, and may be approved up to sixty (60) days in advance of the requested day off.

The request for a part-day of less than four (4) hours off does not require any pay to be requested from the employee's bank in order to be approved.

31.5 Taking a Week of Banked Pay

Banked Pay may be taken as single weeks, and may be scheduled either in conjunction with annual vacation or as stand-alone single weeks. Employees wishing to schedule any week(s) of Banked Pay during the Annual Vacation Sign-up in the fall of each year must wait until after all employees have signed their annual vacation entitlement (in accordance with the Union's By-Laws/Policy and Procedure Manual). When all employees have signed their annual vacation entitlement, any employee wishing to sign one or more week(s) of Banked Pay may select in order of their seniority at that time.

If taken as stand-alone single weeks at any time during the year, available spaces on the Annual Vacation Scheduling Calendar and sufficient notice will be the deciding factors.

Employees holding a regular shift will be paid in accordance with the shift that they are working at the time. Employees working on the Spareboard will be paid as per Article 16.2.

Employees scheduling any weeks utilizing their Banked Pay do not have to have the pay in their bank(s) at the time that they schedule the week, but they must have accrued the required pay before taking the week; otherwise, the week will be cancelled.

ARTICLE 32 - SOCIAL JUSTICE FUND

32.1 Social Justice Fund

1. The Company and the Union agree to establish the Unifor Social Justice Fund. The purpose of this fund is to provide financial assistance to such entities as food banks,

registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

2. Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$.01) for each straight time hour worked. All contribution cheques shall be made out to Unifor Social Justice Fund and forwarded to:

Unifor Social Justice Fund
205 Placer Court, North York,
Ontario, M2H 3H9

3. The Company will make these quarterly payments provided that:
 - (a) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
 - (b) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
 - (c) The Union maintains a favorable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
 - (d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
 - (e) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions.
 - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions.

- (iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

ARTICLE 33 – WOMENS ADVOCATE

33.1 Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women's advocate in the workplace. The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the women's advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women's advocate.

The women's advocate will participate in an initial forty (40)-hour training program organized by Unifor and an annual three-day update-training program.

The Company agrees to pay for lost time, including travel time, registration costs where necessary, lodging, transportation, meals, and other reasonable expenses where necessary.

SIGNATURE PAGE

Agreed to and signed this 24th day of December, 2017 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union:

John Peck
Regional Vice President, Canada
First Canada ULC

Ben Williams
President
Unifor Local 333 BC

Bob Allen
Area Vice President
First Canada ULC

Bernie Grimes
Unit Chairperson
Unifor Local 333 BC

Paul MacDonald
Manager
Victoria HandyDART

Blane Quan
Bargaining Committee
Unifor Local 333 BC

Sam Rosten
Project Manager
First Canada ULC

Rick Silver
Bargaining Committee
Unifor Local 333 BC

Chris Batty
Consultant to the Employer

Stu Shields
National Representative
Unifor

LETTER OF UNDERSTANDING #1

Between:

**First Canada ULC
Victoria HandyDART**

And:

**Unifor
Local 333 BC**

Re: Transit Pass

One free transit pass shall be granted to each employee and one pass will be issued to a spouse or eligible dependent. Passes are subject to Canada Revenue Agency taxation rules.

Penalty for Wrongful Use of Pass

Employees making wrongful use of their transit pass, including loaning their pass to any other person, shall be dismissed from service.

Eligibility for Transit Pass Upon Retirement

Employees who retire from the Employer's service and have completed ten (10) years of service are eligible to receive a transit pass and a transit pass for their spouse. In addition, employees with five (5) or more years of service who are a medically proven total disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

Agreed to and signed this 24th day of December, 2017 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union:

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Rick Silver
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Unifor Local 333 BC

Chris Batty
Consultant to the Employer

Stu Shields
National Representative
Unifor

LETTER OF UNDERSTANDING #2

Between:

**First Canada ULC
Victoria HandyDART**

And:

**Unifor
Local 333 BC**

Re: Park Outs

The Company and the Union Agree to the institution of Park Outs. The operational terms shall be subject to mutual agreement which shall be detailed in a letter of understanding but will generally contain the following items plus any other items mutually agreed upon:

The Company reserves the right to designate the number of and the geographic location of the park outs. If the Company designates a geographic location as a park out, that location will be indicated on the signup and shall be signed by seniority.

The drivers' homes shall be deemed as their depots, the drivers' start and finish times will be designated as the pick-up and drop-off times of their first and last passengers, provided that the travelling time is no longer than fifteen (15) minutes.

The driver must proceed directly to their first call and return home directly from after their last call. (for example: if the travelling time from the driver's home to the first passenger is twenty-five (25) minutes, the driver will be paid for ten (10) minutes of his travelling time.

It is agreed that any shift allocated to a park out shall be constructed on the basis of seven hours and forty minutes (7.67) per day or a Compressed Work Week of nine hours and thirty-five minutes (9.58 hours).

Employees with park outs shall be responsible for the cleanliness of their vehicles and may bring his/her vehicle to the depot for cleaning and fuelling when those services need to be performed. Employees may schedule a time to bring his/her vehicle in at a mutually agreeable time for the performing of those duties.

The institution of park outs shall not result in any reduction of hours or shifts of the bus washers.

Agreed to and signed this 24th day of December, 2017 in the City of Victoria in the Province of British Columbia.

For the Employer:

For the Union:

John Peck
Regional Vice President, Canada
First Canada ULC

Ben Williams
President
Unifor Local 333 BC

Bob Allen
Area Vice President
First Canada ULC

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Unit Chairperson
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Unifor Local 333 BC

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Project Manager
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Chris Batty
Consultant to the Employer

Stu Shields
National Representative
Unifor