

COLLECTIVE AGREEMENT

Between:



**TransDev Canada
(Vernon & Salmon Arm)**

(Hereinafter referred to as the COMPANY)

And:



(Hereinafter referred to as the UNION)

April 1, 2024 – March 31, 2027

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TO BE UPDATED ONCE DRAFT IS FINAL.

PREAMBLE

The general purpose of this Agreement is to secure for the Company and the Employees the full benefits of orderly and legal collective bargaining and to ensure to the fullest extent possible the safety and physical welfare of the Employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Employees to cooperate fully, individually and collectively for the advancement of such conditions. To this end, both Parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect. It is hereby mutually agreed as follows:

GENERAL (G) SECTION

ARTICLE G1- BARGAINING AGENCY & RECOGNITION

G1.01 BARGAINING RECOGNITION

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

G1.02 NAMES AND ADDRESSES

- (a) The Union shall provide the Company with the names of its Officers, Representatives, Job Stewards and Committee Members.
- (b) The Company shall provide the Union with the names and relevant contact information of its Managers, Supervisors and Management Committee Representatives.
- (c) Unless specifically mentioned in this Agreement, all Articles will apply to the Vernon Transit and Shuswap Transit Locations/Properties.

G1.03 ACCESS TO COMPANY PREMISES

Officers and authorized Representatives of the Union will have reasonable access to the Company's premises to conduct legitimate union business.

ARTICLE G2 - UNION MEMBERSHIP

G2.01 MEMBERSHIP

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

G2.02 NEW EMPLOYEES

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

G2.03 INTRODUCTION TO SHOP STEWARD

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

G2.04 UNION DUES CHECK-OFF AND ASSESSMENTS

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

G2.05 DUES TO BE ON T4's

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

G2.06 UNION BULLETIN BOARD

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

G2.07 UNION LOGO

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

G2.08 NOTICE OF NEW HIRES AND TERMINATION

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

G2.09 PRINTING & DISTRIBUTION OF THE COLLECTIVE AGREEMENT

Copies of the Collective Agreement shall be made available electronically.

ARTICLE G3 - MANAGEMENT OF THE WORK FORCE

G3.01 MANAGEMENT RIGHTS

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

G3.02 ACCESS TO EMPLOYEE'S PERSONNEL RECORDS

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

G3.03 EMPLOYEE'S CURRENT ADDRESS

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

G3.04 UNION & MANAGEMENT MEETINGS

The Parties will meet on a regularly scheduled basis on the third Wednesday of February, April, June, August, October and December or whenever mutually agreed to.

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

These meetings are not intended to replace normal workplace communication and resolution. The Committee shall have no jurisdiction over any collective bargaining matters or grievance matters.

ARTICLE G4 - BARGAINING UNIT WORK

G4.01 BARGAINING UNIT WORK

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

G4.02 CONTRACTING OUT

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

ARTICLE G5 - RULES & REGULATIONS

G5.01 COMPANY RULES AND REGULATIONS

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

EXTENT

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

WAIVER OF PROVISIONS

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

G5.02 EMPLOYEES CHARGED WITH A TRAFFIC OR CRIMINAL OFFENSE

If an Employee is charged with a traffic violation and/or is charged for a criminal offence or assault while on duty as a result of carrying out operating procedures required by the Company, the Company will reimburse the Employee for all reasonable legal costs and loss of pay **provided the Employee acted in good faith and in a reasonable manner**. 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 related to any conviction for such charges 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 G6 - NO DISCRIMINATION

G6.01 NO DISCRIMINATION

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

ARTICLE G7 - PICKET LINES

G7.01 LEGAL PICKET LINES

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

ARTICLE G8 - GRIEVANCE AND ARBITRATION PROCEDURES

G8.01 DEFINITIONS

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

"Days" shall mean Monday through Friday, and excludes Saturdays, Sundays, and statutory holidays.

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

G8.02 NO INTERFERENCE WITH GRIEVANCE PROCEDURE

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

G8.03 EITHER PARTY MAY INITIATE A GRIEVANCE

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

G8.04 GRIEVANCES IN WRITING

All grievances being presented to the Company at Step 2 of these procedures must be presented in writing, stating what Article(s) are alleged to be violated and the remedy that is being sought.

STEP 1:

Should a dispute, complaint, or grievance regarding this Agreement arise, the affected Employee(s), except in cases of discharge or suspension, shall continue to work as per the conditions prior to the time of the dispute, complaint, or grievance arose.

Such dispute, complaint, or grievance shall be taken up during an informal meeting with the Employee's immediate Supervisor. The Employee may have a Shop Steward present for the informal meeting with their immediate Supervisor.

STEP 2:

If a satisfactory resolution is not reached at Step 1, a Shop Steward, with the individual involved, shall submit a written grievance to either a Manager/Supervisor, or their designate, within ten (10) days of the event that gave rise to the grievance or within ten (10) days of an Employee becoming aware of the event that gave rise to the grievance or the grievance will be deemed to have been abandoned.

A meeting to discuss the details of the grievance will be scheduled within five (5) days of the formal written grievance being filed.

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

If the grievance is not advanced to Step 3 within ten (10) days after receiving an answer, the grievance will be deemed to have been abandoned.

STEP 3:

If a satisfactory settlement is not reached at Step 2, the Union and the Employee shall refer the grievance to the General Manager and Local 114 Representative. Both the Company and the Union may have one (1) additional Representative present at this step.

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

If the grievance is not resolved at Step 3, the matter may be referred to Step 4.

STEP 4

If a satisfactory settlement is not reached at Step 3, the Union and the Employee shall refer the matter to a Company Vice-President, or designate and the Union National Representative. Within five (5) days of the grievance being

advanced to Step 4, the Parties shall confirm a mutually agreeable date for the Step 4 meeting to occur.

The Company will respond, in writing, within ten (10) days of the Step 4 meeting.

If the grievance is not resolved at Step 4, the matter may be referred to the expedited procedure or arbitration within thirty (30) days.

G8.05 POLICY GRIEVANCES AND GRIEVANCES INVOLVING SUSPENSION OR DISCHARGE

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

G8.06 COMPANY GRIEVANCE

A Company grievance which arises directly between the Company and the Union shall be submitted in writing to the Union at Step 3 of the grievance procedure. 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.

G8.07 ARBITRATION PROCEDURES

Failing a satisfactory settlement of a grievance at Step 4 of the grievance procedure, either Party may request that the matter be referred to a Board of Arbitration. An Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify, or add any provisions to this Agreement or to substitute any new provision for any existing provision, or to render any decisions inconsistent with the terms and provisions of this Agreement.

(a) Single Arbitrator

The Board of Arbitration shall consist of a single Arbitrator mutually selected by the Company and the Union.

(b) Binding Effect

The findings and decision of the Board of Arbitration on all questions shall be binding and enforceable on all Parties.

(c) Cost Sharing

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

(d) Binding Recommendations

The decision of the Arbitrator shall be final and binding on the Parties. Should either Party disagree as to the meaning of the Arbitrator's decision, either may apply to the Arbitrator to have the decision clarified.

Nothing in this Article shall restrict either Party's right to appeal an Arbitrator's decision pursuant to the provisions of the Labour Relations Code.

G8.08 EXPEDITED PROCEDURE

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

- (a) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
- (b) The outcome will be binding on both Parties.
- (c) The cost will be borne equally by the Parties.
- (d) The procedure cannot be used should an application for a Settlement Officer, under Article 87 of the Labour Relations Code, have been made by either Party.
- (e) No external legal counsel will be used by either Party. The Union will use elected officers or Union Representatives.
- (f) The number of cases to be heard at any given time will not exceed three (3).
- (g) The Parties or their representatives will try to get an agreed statement of facts for presentation to the Arbitrator.
- (h) Wherever possible, the Arbitrator will attempt to mediate a settlement between the Parties.
- (i) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- (j) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
- (k) General rules of evidence will be waived except for the rule of "onus".
- (l) Procedure Guidelines
 - (i) The Opening Statement: This should basically set out the case from each Party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) The Argument: As agreed, the Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc.
 - (iii) The Decision: If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the Parties are provided with an

opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the Parties can work out exact terms which best suit the specifics of the case.

G8.09 TIME LIMITS FOR GRIEVANCES

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

G8.10 LEAD STEWARD TO BE NOTIFIED

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

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

G8.11 TIME LIMIT FOR IMPOSITION OF DISCIPLINE

- (a) Prior to the issuance of any discipline, a meeting with the Company, Employee and Union Representative shall be scheduled to review the facts of the event and advise the Employee of potential discipline. Any documents used by the Company in the determination of discipline will be shared with the Union.
- (b) If a suspension results, the suspension must commence by the fifteenth (15th) day following the Company's knowledge of the incident unless the Parties agree to an alternate commencement date. In the event an Employee goes on vacation, sick leave, **WorkSafeBC** or LOA within the fourteen (14) day time limit, the suspension will begin on the date the Employee returns to work. No Employee shall work the day of their suspension.
- (c) Should the Company fail to initiate discipline, for a non-collision related event, within fourteen (14) working days from the date that the Company became aware of the offence, the Company will have waived their right to do so. However, in the event an Employee goes on vacation, sick leave, **WorkSafeBC** or LOA within the fourteen (14) days, the time the Employee is absent will not count as one (1) of the fourteen (14) days.
- (d) The Company has fourteen (14) days to adjudicate an accident unless the Company requires an extension of time. Such extension shall be granted by the Union. Should the Company fail to initiate discipline, within fourteen (14) working days from the date that the Company adjudicated the accident, the Company will have waived their right to do so or else the accident is considered non-disciplinary.

ARTICLE G9 - PRESENCE OF A JOB STEWARD

G9.01 RIGHT TO A SHOP STEWARD

All Employees shall have the right to the presence of a Shop Steward, of their choice, at any discussion with the Company where disciplinary action may be taken. The selection of a Shop Steward will not unreasonably delay any

discussion, interview, or investigation. In instances where suspension or termination is contemplated or at Step 2 of the grievance procedure, a Job Steward must be present. The Company and the Union agree that this clause is not intended to limit the Company's ability to conduct informal discussions related to the operation of the Company with its' Employees.

In cases where there is an immediate need for the Company to meet or interview an Employee, the Shop Steward shall be selected from the most readily available.

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

G9:02 PAID TIME FOR STEWARDS

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

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

ARTICLE G10 - EMPLOYEE RECORDS

G10.01 DISCIPLINARY NOTATION IN EMPLOYEE'S RECORD

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

G10.02 REMOVAL OF DISCIPLINARY NOTATIONS

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

G10.03 ACCESS TO EMPLOYEE'S PERSONNEL FILE

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

With the Employee's written consent, a Union Representative shall have the right to review an Employee's personnel record upon giving twenty-four (24) hours' notice to the Company.

ARTICLE G11- PROBATIONARY PERIOD

G11.01 PROBATIONARY PERIOD

Each new Employee shall be placed on probation for four hundred and eighty (480) hours of work from date of hire, including **up to a maximum of two hundred and forty (240) hours spent in the** training program. As the probationary period is for the purpose of evaluation, any absence from the job shall not be included in the probationary period. The Company may terminate during the probationary period with just cause and without prejudice provided the Union may grieve the termination of the probationer. Upon completion of the probationary period, the Employee shall be notified by the Company of their successful completion and their classification as an Employee.

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

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

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

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

G11.02 TERMINATION OF PROBATIONARY EMPLOYEE

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

G11.03 ONLY ONE PROBATIONARY PERIOD

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

ARTICLE G12 - SENIORITY

G12.01 DEFINITIONS

CONVENTIONAL – COMMUNITY BUS – CUSTOM

FULL-TIME EMPLOYEES

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

PART-TIME EMPLOYEES

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

CASUAL EMPLOYEES

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

CASUAL EMPLOYEES – NON-DRIVING POSITIONS

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

CASUAL EMPLOYEES – DRIVING POSITIONS

The casual Employee definition is determined by required availability as defined in the Spareboard rules.

RELIEF CASUAL EMPLOYEES

Relief casual Employees shall be defined as Employees who are available for work on an irregular basis.

RELIEF CASUAL EMPLOYEES – DRIVING POSITIONS

Relief casual Employee definition is further determined by required availability for work as defined in the Spareboard rules.

G12.02 SALMON ARM AND VERNON SENIORITY CLASSIFICATION LISTS

There will be a separate seniority classification list as follows:

- (a) Vernon Conventional – Community Full/Part-time Employees
- (b) Vernon Custom Full/Part-time Employees
- (c) Vernon Casual Employees
- (d) Vernon Casual Relief Employees
- (e) Vernon Office Staff

(f) Vernon Mechanics

(g) Vernon Supervisor

(h) Salmon Arm Mechanics

(i) Salmon Arm Conventional – Community and Custom Full/Part-time Employees

(j) Salmon Arm Office Staff

(k) Salmon Arm Casual Employees

(l) Salmon Arm Casual Relief Employees

(m) Salmon Arm Supervisor

G12.03 TYPES AND ACCRUAL OF SENIORITY

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

(a) Company Seniority

Company seniority shall be determined by an Employee's date of hire.

(b) Classification seniority

Classification seniority shall be determined by the length of service within a classification. Classifications are defined in **G12.02**.

(c) All full/part-time seniority shall prevail over all casual seniority.

(d) Casual Employees who have not performed any work for the Company for ninety (90) consecutive days shall be deemed to be terminated unless absent with leave.

G12.04 CASUAL AND CASUAL RELIEF EMPLOYEES

(a) Casual Employees must be available for call a minimum of thirty-two (32) hours per bi-weekly pay period.

(b) Casual Employees will provide the Company with their weekly availability by noon Wednesday of each work week.

(c) Casual Employees who do not fulfill these requirements will be placed in the Casual relief classification and will not be eligible to apply for posted positions in full-time, part-time or relief work until the next run cut sign-up.

(d) Casual Employees who have not performed any work for the Company for ninety (90) consecutive days shall be deemed to be terminated unless absent with leave.

G12.05 EFFECT ON VACATIONS AND CHOICE OF WORK

(a) It is agreed that seniority for vacations and choice of posted work will be by seniority within a seniority classification.

- (b) A list of classification seniority dates of Employees and for casual Employees shall be provided to the Union per Article G12.08.
- (c) Each Employee may exercise their seniority within their own classification.
- (d) The Company will post seniority lists for each classification within five (5) working days of any changes.
- (e) Casual Employees shall accrue seniority for the purpose of promotion to full-time or part-time positions within the Company and seniority shall be determined from the start date in one of the casual classifications at either Vernon or Salmon Arm.

G12.06 CHANGING CLASSIFICATIONS

When a full/part-time Employee moves from one classification to another they shall go to the bottom of the seniority list in their new classification, but will retain the seniority earned in their previous classification for layoff purposes. They shall retain their full-time or part-time seniority for benefit purposes.

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

G12.07 TRIAL PERIOD WHEN CHANGING CLASSIFICATIONS

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

G12.08 SENIORITY LISTS

Seniority lists for both properties shall be provided by the Company to the Chief Shop Steward and shall be posted on the appropriate bulletin boards every fourteen (14) days prior to the commencement of applicable sign-up. The lists shall contain the names of all members of the bargaining unit in order of their classification seniority showing name, classification and Company seniority date. The Company shall keep the seniority lists current and make them available to the Shop Steward upon reasonable request.

G12.09 SENIORITY LIST ERRORS

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

posting of the updated seniority list and an Employee reporting the error, the change will not be retroactive and the sign-up shall remain intact. The corrected seniority list will be in effect for subsequent sign-ups.

G12.10 ACCUMULATION OF SENIORITY DURING LAYOFF OR INJURY

- (a) Employees shall continue to accumulate seniority for a maximum of one (1) year when they are absent from work due to layoff.
- (b) Employees shall continue to accumulate seniority when they are absent from work due to **WorkSafeBC**, sickness, non-compensable injury, maternity leave, parental leave, compassionate leave, home care leave, union leave, jury duty or leaves of absence of less than three (3) months or leaves for volunteer duty as per **G24.08**. However, the Employee is required to provide the Company with the necessary medical information to substantiate their current status when they are absent due to **WorkSafeBC**, sickness or non-compensable injury.

G12.11 LOSS OF SENIORITY

Seniority shall be lost and employment considered terminated if an Employee:

- (a) is discharged for just and reasonable cause and not reinstated; or
- (b) voluntarily quits; or
- (c) is on layoff for more than three hundred sixty-five (365) consecutive calendar days; or
- (d) is absent from work for more than three (3) consecutive working days without giving proper notification to the Company and without providing a reasonable excuse for such absence;
- (e) **in the event that an Employee, due to illness, is unable to return to work for a period of twenty-four (24) months, they shall be required to provide a prognosis from a recognized medical practitioner verifying that they will be able to return to their work within a reasonable period of time. If the prognosis does not support a return to work, the Company may proceed with non-culpable discharge of employment. Employees who fail to provide a medical prognosis will be deemed terminated.**

ARTICLE G13 - POSTING & FILLING VACANCIES & POSITIONS

G13.01 POSTING OF VACANCIES

- (a) Subject to the other provisions of this Agreement, vacancies in existing posted runs and newly created posted runs of a known duration will be posted at both properties for a period of five (5) calendar days. This five (5) day requirement may be amended by mutual agreement of the Parties.
- (b) Job vacancies in non-driver positions shall be posted on bulletin boards at both properties for five (5) consecutive days in order that Employees

may apply. This five (5) day requirement may be amended by mutual agreement of the Parties.

G13.02 FILLING JOB VACANCY

- (a) Provided an Employee has the necessary qualifications and ability to perform the work required, selection shall be made in the following order:
 - (i) By full-time/part-time classification seniority first within respective property,
 - (ii) Then by full-time/part-time classification seniority of other classifications within respective property,
 - (iii) Then by casual classification seniority within respective property,
 - (iv) Then by casual relief classification seniority within respective property,
 - (v) Then by full-time/part-time classification seniority first within the other property,
 - (vi) Then by full-time/part-time classification seniority of other classifications within the other property,
 - (vii) Then by casual classification seniority within other property,
 - (viii) Then by casual relief classification seniority within other property.
- (b) Job vacancies in non-driver positions shall be filled in the same order as above in 13.01(b) and 13.02, except that the Company may temporarily assign an Employee to the posted position before the posting expires and an appointment is made. Employees may leave a written standing application with the Company during periods of absence in excess of ten (10) consecutive days.
- (c) Full-time drivers may, on a seniority basis, waive their regular signed index for any available index within their classification which is held by a driver of higher seniority. No overtime shall be incurred. Once a driver has moved off their index, said driver may not change if another index becomes available. The move is in effect until the absent driver returns or the next signup, whichever comes first.
- (d) Part-time drivers may on a seniority basis waive their regular signed index for any available assignment which exceeds their signed-up index on a daily or week basis made available by Thursday noon for the next week provided it does not incur overtime.
- (e) After the first move of a full-time driver on a vacancy, or if no full-time driver moves, work then goes to Article **G13.01(c)**. Only two (2) separate moves per classification shall be allowed at any one (1) time in Vernon, and only one (1) separate move per classification shall be allowed at any one (1) time in Salmon Arm.
- (f) When Two (2) or More Employees Apply

When two (2) or more Employees apply for the same vacancy, preference shall be given to the most senior Employee on the seniority list in the classification where the vacancy occurs providing that within ten (10) working days they are able to demonstrate they have the skill and ability to perform the work. If two (2) or more Employees have the same start date, a lottery system shall apply.

- (g) Employees who are awarded vacancies pursuant to this Article shall be subject to the classification seniority provisions within the Collective Agreement.

G13.03 CREATION OF NEW CLASSIFICATIONS

Where new classifications are created for which rates of pay are not established by this Agreement, pay rates governing such classifications of employment shall be subject to negotiations between the Company and the Union. If the Parties cannot agree within thirty (30) days, (time limits can be extended by mutual agreement), the matter shall be referred to arbitration and any adjustment to the rate will be made retroactively.

G13.04 EMPLOYEES ON DISABILITY/WORKSAFEBC

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

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

ARTICLE G14 – LAYOFF AND RECALL

G14.01 LAYOFF NOTICE

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

G14.02 LAYOFF PROCEDURE

Except as provided for in Article G14.03 when it is necessary to reduce staff because of reduction of work in a classification, the Company shall layoff in reverse order of full-time/part-time Company seniority, last on, first off.

G14.03 BUMPING

- (a) In the event a layoff is required, and provided CRA/Service Canada regulations permit, more senior Employees may elect to be placed on the recall list and the more junior Employees will be required to work.

- (b) An Employee who is laid off may elect to displace an Employee with less Company seniority providing they possess the necessary requirements to perform the job or they may elect to be placed on the recall list
- (c) When a full-time/part-time Employee is laid off due to a lack of work they may, provided they have the necessary qualifications and have the ability, exercise seniority to bump into another classification. Full/part-time Employees who are laid off will revert to the top of the casual list. Full/part-time laid off Employees shall have the right to all work available to the casual list in order of company seniority.

G14.04 BUMPING INTO OTHER PROPERTY

An Employee who is laid off may only assume a position in the other property if a vacancy occurs and they make application as per the provisions of Article **G13.02**. However, they shall retain their recall rights at their home property.

G14.05 RECALL ORDER

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

G14.06 NOTICE OF RECALL

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

G14.07 TERMINATION OF SERVICE CONTRACT

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

ARTICLE G15 - JOB CLASSIFICATIONS & WAGES**G15.01 WAGES****CONVENTIONAL**

Conventional	Current	April 1, 2024 5.25%	April 1, 2025 4%	April 1, 2026 3%
2000 hours	\$30.33	\$31.92	\$33.20	\$34.20
1001 – 1999 hours	\$29.33	\$30.87	\$32.10	\$33.07
Start – 1000 hours	\$28.33	\$29.82	\$31.01	\$31.94

COMMUNITY/CUSTOM

Community / Custom	Current	April 1, 2024 \$3.00	April 1, 2025 \$2.75	April 1, 2026 \$2.50
2000 hours	\$27.33	\$28.92	\$30.45	\$31.70
1001 – 1999 hours	\$26.33	\$27.87	\$29.35	\$30.57
Start – 1000 hours	\$25.33	\$26.82	\$28.26	\$29.44

MECHANIC

Mechanic	Current	April 1, 2024 5.25%+\$1.25	April 1, 2025 4%	April 1, 2026 3%
	\$43.36	\$46.89	\$48.76	\$50.22

OFFICE CLERK

Office Clerk	Current	April 1, 2024 5.25% + \$0.75	April 1, 2025 4%	April 1, 2026 3%
	\$22.06	\$23.97	\$24.93	\$25.67

Collective Agreement between TransDev Canada & Unifor Local 114

DISPATCHER

Dispatcher	Current	April 1, 2024 5.25%	April 1, 2025 4%	April 1, 2026 3%
	\$26.66	\$28.06	\$29.18	\$30.06

SERVICEPERSON

Serviceperson	Current	April 1, 2024 5.25%	April 1, 2025 4%	April 1, 2026 3%
	\$23.07	\$24.28	\$25.25	\$26.01

TRANSIT SUPERVISOR

Transit Supervisor	Current	April 1, 2024 5.25%	April 1, 2025 4%	April 1, 2026 3%
	\$33.36	\$35.11	\$36.52	\$37.61

Lead Hand – Currently one (1) driver in Salmon Arm, and one (1) Mechanic in each of Salmon Arm and Vernon:	Two dollars (\$2.00) per hour for every hour worked up to a maximum of forty (40) hours
Shift Differential – for Mechanics and Transit Supervisors:	Fifty cents (\$0.50) per hour for hours worked between 20:00 hours (8PM) and 04:00 hours (4AM)

CAAT Pension Contributions (eligible Employees only)

April 1, 2024 3.50%

April 1, 2025 3.75%

April 1, 2026 4.00%

G15.02 EMPLOYEES REQUIRED TO WORK IN HIGHER PAYING CLASSIFICATION

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

G15.03 EMPLOYEES REQUIRED TO WORK IN LOWER PAYING CLASSIFICATION

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

G15.04 DRIVER TRAINER

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

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

Notwithstanding Article G13.02, when the Employer determines it requires a Driver Instructor or Line Trainer, a notice of vacancy will be posted for five (5) business days. In awarding positions, the determining factors shall be job-related skills, training, knowledge, acceptable performance and other relevant attributes. Where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor.

Employees who apply and are successful in obtaining Driver Instructor or Line Trainer roles will be considered available for assignment and will not be able to refuse those duties.

G15.05 PAY DAYS

Employees shall be paid every second Thursday.

If a statutory holiday falls **on a pay day, the Employees shall be paid the day prior to the statutory holiday.**

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

G15.06 SHIFT DIFFERENTIALS

A shift differential of fifty cents (\$0.50) an hour will be paid to all Mechanics/**Transit Supervisors** for hours worked between 20:00 hours (8PM) and 04:00 hours (4AM).

ARTICLE G16 - EMPLOYEES BENEFITS

G16.01 COMPANY CONTRIBUTIONS

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

- (a) The Company shall provide a Health and Welfare Plan operated and administered by Unifor Benefit Trust (UBT) that will provide for each full-time Employee:
 - (i) BC Medical Plan
 - (ii) Extended Health and Drug Plan
 - (iii) Life Insurance
 - (iv) Dental Plans
 - (v) Accidental Death and Dismemberment Insurance
 - (vi) Short Term Disability
 - (vii) Long Term Disability
 - (viii) Vision Care - **five** hundred dollars (\$**500.00**)
- (b) The Company shall provide a Health and Welfare Plan operated and administered by Unifor Benefit Trust (UBT) that will provide for each part-time Employee who can sign an index of twenty (20) or more hours but less than thirty-seven (37) hours per week:
 - (i) BC Medical Plan
 - (ii) Extended Health and Drug Plan
 - (iii) Dental Plans
 - (iv) Vision Care - **five** hundred dollars (\$**500.00**)
- (c) Participation in the above noted plans is mandatory for those as set out above.
- (d) The costs for the above noted plans shall be paid as follows:
Ninety percent (90%) Employer – ten percent (10%) Employee
Any increase imposed on the above noted Health and Welfare plans shall be shared equally between the Employee and the Company.
- (e) Employee Assistance Program (EAP) covering all Employees.
- (f) An Employee absent on **WorkSafeBC** shall have their benefit premiums paid by the Employer for twelve (12) months.
- (g) An Employee absent due to non-occupational sickness or injury shall have their benefit premiums paid by the Employer for a period not exceeding twelve (12) months.

G16.02 EMPLOYEES OVER 65

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

G16.03 SICK DAY BANK

- (a) Each full-time Employee shall have ninety-six (96) hours credited to their sick day bank for use during the year for days not covered by their Health and Welfare Plan or for family emergencies, medical and appointments.
Employees awaiting expiration of the "El Waiting Period" due to a non-work-related illness or injury may use all or any portion of, their accumulated sick days, not to exceed the number of days in the "El Waiting Period." The Employee may be required to provide proof of illness or injury.
- (b) At year end, unused sick day bank hours for full-time Employees will be paid by the first pay period of February of the following year.
- (c) If an Employee terminates their employment prior to the end of the year, their sick day bank will be pro-rated on the basis of the number of months worked in the year. This will be paid on the Employee's last pay cheque. sick days taken in excess shall be prorated number will be reimbursed to the Company.
- (d) Employees promoted to full-time positions shall accrue sick days at the rate of eight (8) hours per month calculated from the month they are promoted.
- (e) Full-time Employees who sign a part-time shift shall have their sick time prorated for the length of time spent in the full-time position.
- (f) A full-time Employee who has lost time for any reason exceeding twenty (20) working days shall have their sick time prorated.

G16.04 INJURY PAY PROVISIONS

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

G16.05 MEDICAL CERTIFICATES

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

When the Company requires a doctor's certificate for any absence, the Company agrees to reimburse the Employee for any costs for the medical certificate upon presentation of receipt. The Company shall also reimburse the cost associated with a required medical exam for the purposes of maintaining their driver's licenses.

ARTICLE G17 - TRANSIT PASS

G17.01 TRANSIT PASS

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

ARTICLE G18 - UNIFORMS, WORK CLOTHING, TOOLS, ETC.

G18.01 COMPANY TO PROVIDE UNIFORMS

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

- (a) Two (2) pairs of properly sized slacks,
- (b) Two (2) pairs of properly sized shorts, **(upon request)**
- (c) Four (4) shirts annually (long or short sleeve, **or combination thereof**)
- (d) One (1) summer weight jacket
- (e) One (1) winter weight jacket
- (f) One (1) sweater annually, (choice of long-sleeve or vest)
- (g) One (1) tie
- (h) One (1) hat
- (i) One (1) safety vest

Replacement will be provided based on proof of need.

The Company must first approve any alterations to the uniform.

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

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

Winter jackets should include reflective material for safety reasons.

Probationary Employees will receive a reduced entitlement until completion of probation:

- (a) Two (2) pairs of properly sized slacks and/or shorts upon request**
- (b) Two (2) shirts (long or short sleeve or combination thereof)**
- (c) One (1) summer or winter weight jacket, pending on season of hire**
- (d) One (1) sweater (choice of long-sleeve or vest)**
- (e) One (1) tie**
- (f) One (1) hat**
- (g) One (1) safety vest**

All uniform items shall be returned to the Employer upon termination of employment.

G18.02 UNIFORM CLEANING

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

ARTICLE G19 - HOURS OF WORK

G19.01 HOURS OF WORK

(a) (i) All regular runs operated by the Company in Vernon and district area, Salmon Arm and district area will be posted for bid at least three (3) weeks prior to the start date. A new sign-up shall take place approximately every four (4) months in accordance with the sign-up schedule that the Company presents to the Union at the beginning of December for the following year. The sign-ups shall, where possible, end in conjunction with the end of a pay period. The Company shall consult with the Union before the sign-up schedule is finalized. In the event of a revision instituted by a party other than the Company, the Company will have two (2) weeks after the implementation to make changes to the indexes and, at the request of the Union, start a new sign-up, provided that the change(s) affect the start and/or finish time of at least five percent (5%) of the indexes and a maximum of thirty (30) minutes. In the event that there is a change in operating runs due to a revision mandated by BC Transit or the City, a new sign-up will be presented to the Union at any time for a two (2) week period prior to a new sign-up which shall be completed within an additional two (2) weeks.

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

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

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

(b) Sheet Committee

The Company shall give the sign/-up to the sheet committee in Vernon and Salmon Arm, so that it can be posted, two (2) weeks before implementation. The Union guarantees to provide the completed sign-up to the Company by 15:00 hours (3PM). on the Friday which is eight (8) days before the scheduled implementation date. The Union shall assign sign-up times and will sign Employees who have not signed themselves by their posted time. The Company shall pay up to two (2) members reasonable time to review the proposed indexes, if any changes are made to the indexes, and further the Company shall pay up to eight (8) hours for the Union to conduct a sign-up in Vernon and the Company shall pay up to four (4) hours to conduct the sign-up in Salmon Arm.

(c) Choosing of Work

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

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

(d) Posting of Sheets

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

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

(e) Signed Index

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

G19.02 INCLEMENT WEATHER

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

G19.03 LACK OF EQUIPMENT

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

G19.04 COMPLETION OF ACCIDENT/INCIDENT REPORTS

Employees required to complete an accident or incident report outside of normal working hours, as a result of an accident or incident occurring during working hours, shall be paid thirty (30) minutes at straight time rates for each report. These reports must be submitted to the Vernon office at the completion of the Employee's shift or as arranged with the Company Supervisor.

G19.05 DELAYS AS A RESULT OF ACCIDENT OR INCIDENT

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

G19.06 CALL-INS

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

G19.07 PAID TRAVEL TIME

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

G19.08 PRE-TRIP INSPECTION TIME

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

ARTICLE G20 - OVERTIME

G20.01 OVERTIME OFFERED IN ORDER OF SENIORITY AND SHALL BE VOLUNTARY

Overtime shall be available to all Employees in order of seniority. Overtime shall be voluntary. The Company and the Union may reach agreement on the limits of overtime that can be worked by Employees.

Any work that becomes available, after sixteen hundred (1600) hours (4 PM) the day prior, shall be offered to part-time Employees who have indicated that they are interested in extra work and do not have a full week's work at straight time rates up to forty (40) hours per week.

Only after every part-time Employee who have indicated that they are interested in extra work has been offered the work, at regular straight time rates, to bring their total number of hours in that week up to forty (40) hours shall the Company then offer that work to casual Employees.

If work is still available, then the overtime will be offered in seniority order first to full-time Employees, then to part-time Employees, third to casual, and fourth to relief casual Employees, at the applicable overtime rates.

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

G20.02 CALCULATION FOR THE PAYMENT OF OVERTIME

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

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

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

- (a) eight (8) hour day (forty (40) hour week Employee)
- (b) forty (40) hours per week (forty (40) hour week Employee)

G20.03 WORK ON NEW YEAR'S EVE/FUNTASTICS

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

G20.04 BANKING OF OVERTIME

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

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

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

G20.05 VARIANCE FORM TO BE RETURNED

Where an Employee makes a claim for a shift variance, including overtime, the Employer shall accept or deny the claim, the Employee shall be notified of the decision in writing should the variance claim be denied.

No modifications will be made to an Employee's time card without first notifying the Employee in writing.

ARTICLE G21 - STATUTORY HOLIDAYS

G21.01 STATUTORY HOLIDAYS

The Company shall observe the following days as statutory holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day proclaimed by the Federal or Provincial Government as a statutory holiday.

G21.02 STATUTORY HOLIDAY PAY

Whether a statutory holiday is worked or not worked, an eligible Employee shall be paid statutory holiday pay equivalent to an average day's pay at straight-time rates.

When calculating an average days pay, paid time shall include all banked time/differed wages and approved paid leaves of absences.

Employees shall be eligible for statutory holiday pay provided they are at work either the working day before or the working day after the statutory holiday but they shall not be eligible when a statutory holiday falls during any of the following periods of absence.

In no instance will an Employee receive, for the same day, both statutory holiday pay and WorkSafeBC Injury Compensation, bereavement pay, or payments under the Wage Protection Plan. The Company shall administer statutory holiday pay (including entitlement to such pay) for all Employees governed by the Collective Agreement as prescribed by Employment Standards Act of British Columbia.

G21.03 WORK ON A STATUTORY HOLIDAY

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

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

G21.04 STATUTORY HOLIDAY FALLING ON AN EMPLOYEE'S HOLIDAY OR SCHEDULED TIME OFF

Where the statutory holiday falls during an Employee's annual vacation or scheduled day off an alternate day off with pay shall be granted in lieu of the statutory holiday.

Employees that qualify and choose to take an alternate day off with pay must bank their statutory holiday pay to be taken in pay at the time they take their alternate day off. Time off shall be granted at the discretion of the Company, keeping in mind the availability of casual operators.

Employees must indicate on their overtime slips their desire to bank the statutory holiday.

All banked statutory holiday pay must be used by December 10th of each calendar year or any remaining amount will be paid out.

ARTICLE G22 - ANNUAL VACATION

G22.01 DEFINITIONS

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

G22.02 VACATION ENTITLEMENT

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

COLUMN 1

One (1) year to three (3) years' service

Four (4) years to eight (8) years' service

Nine (9) years to fourteen (14) years

Fifteen (15) years to twenty-five (25) years

Twenty-six (26) years or more

COLUMN 2

Ten (10) days (Eighty (80) hours)

Fifteen (15) days (One hundred and twenty (120) hours)

Twenty (20) days (One hundred and sixty (160) hours)

Twenty-five (25) days (Two hundred (200) hours)

Thirty (30) days (Two hundred and forty (240) hours)

In the year a new Employee completes their first year of service they shall be entitled to vacation with pay equal to one twelfth (1/12) of ten

(10) days for each full month of service during the year in which they were hired, calculated to the nearest full day.

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

G22.03 VACATION EARNED

An Employee shall earn their annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take their annual vacation anytime during that calendar year. However, an Employee is not entitled to take a vacation until they have completed six (6) months continuous service.

G22.04 PAYMENT FOR VACATION

Payment for annual vacation for full-time Employees will be based upon one (1) of two (2) calculations, whichever yields the greater amount:

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

Pay advice will indicate the following:

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

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

G22.05 VACATION PAY

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

G22.06 VACATION PAY UPON TERMINATION

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

G22.07 EMPLOYEES

- (a) Annual vacation entitlement for Employees shall be in compliance with the Employment Standards Act.
- (b) Part-time Employees shall receive holiday pay at the rate of six percent (6%) in their fourth to ninth year of service, eight percent (8%) in the

tenth to fourteenth year of service and ten percent (10%) after the fifteenth year of service.

(c) Casual Employees

- (i) Following completion of the full and part-time vacation sign-up process, casual Employees may select a maximum of two (2) weeks' vacation from the remaining vacation slots.
- (ii) The availability requirements of Article **G12.04** and the Spareboard Rules will not apply to casual Employees while on vacation.

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

The Company shall post no later than the first week of October of each calendar year a vacation planner which shall be placed in the driver's room.

The sign-up will begin the first Monday in November with the union sign-up rep canvassing the members in order of seniority.

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

The Company, in seniority order, shall grant a minimum of two (2) Conventional drivers, one (1) custom driver and one (1) Employee from each of the other classifications.

Employees shall be limited to two (2) weeks in prime time, during the initial sign-up process, (before returning to the senior Employees to complete their remaining vacation bid). Prime time means weeks when public schools are not in session (e.g. Christmas, Spring and Summer Breaks).

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

One (1) week of annual vacation may be placed into an unscheduled vacation bank for single days off. Single days off are to be established with the office and will be at the discretion of the Employer. Single days will be signed in order of seniority after the week blocks have been signed, as outlined above.

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

A vacation, including signed single days, shall not be rescheduled or extended after sign-up without Management and Union approval.

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

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

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

G22.08 POSTING OF VACATION CALENDAR

An updated copy of the vacation calendar will be posted in the respective lunchrooms or designated area (Vernon/Salmon Arm).

G22.09 VACATION CARRY-OVER & PAYOUT

An Employee may carry-over a maximum of forty (40) hours of vacation annually. Such carry-over is not cumulative. Any amounts in excess of carry-over will be paid out to the Employee annually in February.

ARTICLE G23 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

G23.01 COMPANY TO CONSIDER SUGGESTIONS

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

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

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

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

G23.02 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- (a) A Joint Health and Safety Committee shall be established in accordance with the Occupational Health and Safety Regulations. The Committee,

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

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

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

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

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

G23.03 INSPECTION CARDS

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

G23.04 RIGHT TO REFUSE WORK

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

G23.05 HEALTH AND SAFETY TRAINING

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

This is in addition to the training requirements prescribed by the BC Occupational Health & Safety legislation and regulations, as may be amended for new member training and annual training.

The Employer will make reasonable arrangements for in-person training considering cost, location, and operational coverage, however the Parties agree that not all committee members may be able to attend and that online or virtual training modalities are a reasonable alternative.

G23.06 SURVEILLANCE CAMERAS/IVMS (IN VEHICLE MONITORING SYSTEM)

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

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

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

G23.07 LIGHT DUTY/MODIFIED WORK/ACCOMMODATION/GRTW

The Company has and will continue to recognize its obligation to provide reasonable accommodation for Employees.

Where accommodation requires amendment of the Collective Agreement, the Company shall obtain the Union's consent.

Where the Employee can be transferred into an immediate return to work program, such as, but not limited to, First on Board, the Employer shall notify the Union that the Employee has been enrolled in such program.

ARTICLE G24 - LEAVES OF ABSENCE

G24.01 GENERAL LEAVE

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

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

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

G24.02 LEAVES OF ABSENCE FOR UNION BUSINESS

- (a) Without Pay

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted. Such leaves of absence shall not be unreasonably denied by the Company. The Union will limit the number of Employees on leave of absence for Union business to a maximum of two (2) at any one time, however, this number may be increased or decreased by mutual agreement between the Parties. Employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated; Employees elected or appointed by the Union to attend other union business which requires them to leave their place of employment; Employees called by the Union to appear as witnesses before a hearing involving the Company; Employees elected or appointed to the Union's Bargaining Committee; Employees elected or appointed to full-time positions within the Union will be granted a leave of absence for union business to a maximum of three (3) years. Such leave may be extended if the Employee is re-elected to a full-time position.

- (b) With Pay

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

- (i) to attend meetings at the request of the Company.
- (ii) Job Stewards will be granted reasonable time off to handle grievances and complaints and attend meetings with the Company.

- (c) Administration of Union Leaves of Absence

Employees on leaves of absence with pay for Union business as provided for by Article G24.02(b) shall continue to receive their normal rate of pay.

- (d) Benefits While on Union Leave

Should a leave of absence for Union business exceed thirty (30) consecutive calendar days, the Company shall bill the Union for the Company's share of the cost of the Employees benefit package. The Union shall reimburse the Company within seven (7) calendar days.

G24.03 BEREAVEMENT LEAVE

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

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

Definition of immediate family, contained within this Article, shall be:

- (a) "Immediate family" shall be understood to include the Employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, grandparents, grandchildren, brother-in-law or sister-in-law, step parents, step siblings, or step children.**
- (b) For the purposes of this Article "spouse" shall be defined to include common-law spouse with whom the Employee has cohabitated with for a minimum of two (2) years.**

G24.04 MATERNITY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE

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

COMPANY TO MAINTAIN COVERAGE

The Company shall maintain coverage for medical, extended health, dental and group life insurance for Employees granted leave under Article G24.04 and shall pay the Company's portion of these premiums providing the Employee returns to work.

ADDITIONAL LEAVE

Additional maternity, parental or adoption leave may be requested as per the provisions of Article G24.01, however, the Employee must pay both the Company's and the Employee's portion of medical, extended health, dental and group life insurance premiums during this period.

ILLNESS ARISING DUE TO PREGNANCY

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

G24.05 JURY AND WITNESS DUTY

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

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

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

When the Employee is required to serve as a juror or witness on one or more of the Employees scheduled days off, the Employee, upon request, shall be granted a leave of absence for up to an equivalent number of days off immediately, and consecutively, following the completion of the jury or witness duty.

G24.06 DRIVERS LICENSE SUSPENSION

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

- (a) Must be an Employee with a minimum of twenty-four (24) months service.
- (b) The incident resulting in the suspension will be non-job related. The leave of absence will be granted to an Employee for the term of the suspension and/or imposition of an ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.
- (c) An Employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a drivers' license suspension is overturned by a decision of a court, the Employee will be reinstated with full seniority but the Company will not be required to compensate for lost wages or benefits, during the period they were off of work.
- (d) The Parties agree that, on a one (1) time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.
- (e) The Employee will be responsible for both the Employee and the Company portion of medical, extended health, dental, and Group Life

Insurance premiums during this period (if the Employee chooses to maintain their benefit coverage).

(f) This Article will not be used to suspend or in any other way reduce the rights of Employees who may temporarily lose their licenses due to medical reasons.

(g) Traffic Violations

On occasion, an Employee driving a Company vehicle will be cited for a traffic violation. The Company will accept financial responsibility in those cases where it determines that the cause of the violation was due to the vehicle and not due to any culpable conduct on the part of the Employee.

G24.07 EMERGENCY LEAVE

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

G24.08 LEAVE FOR VOLUNTEER DUTY

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

G24.09 OVERSTAYING LEAVE

An Employee who overstays the approved duration of their leave, and neglects to inform the Employer of a delay in return with a reason acceptable to the Employer, may be deemed to have resigned their position and be terminated accordingly from employment. Such leave extensions, unless further leave is expressly granted by the Employer, will not exceed fourteen (14) days.

ARTICLE G25 - WORKPLACE HARASSMENT

G25.01 REQUIREMENT OF THE EMPLOYER

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

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

The Company and the Union are committed to uphold the principles enshrined in the BC Human Rights Code.

G25.02 CONFIDENTIALITY

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

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

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

G25.03 WORKPLACE HARASSMENT DEFINED

Workplace harassment is defined as:

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

G25.04 DISCRIMINATION DEFINED

British Columbia Human Rights Act discrimination is categorized into:

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

G25.05 INCIDENTS AND OCCURRENCES

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

G25.06 TYPES OF HARASSMENT

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

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

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

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

G25.07 PERCEIVED HARASSMENT

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

G25.08 SEXUAL HARASSMENT

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

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

G25.09 IMPROPER CONDITION ON EMPLOYMENT

Improper condition on employment is when the comment or conduct:

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

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

G25.10 COMPLAINT AND INVESTIGATION PROCEDURE

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

G25.11 GUIDELINES TO COMPLAINTS

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

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

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

G25.12 INFORMAL COMPLAINT PROCESS

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

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

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

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

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

G25.13 THIRD PARTY INVOLVEMENT

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

G25.14 FORMAL REVIEW

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

G25.15 FORMAL REVIEW RESOLUTION

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

G25.16 APPEAL PROCEDURE

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

G25.17 RECORD OF COMPLAINTS

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

G25.18 VEXATIOUS COMPLAINTS

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

G25.19 RETALIATION

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

ARTICLE G26 - DURATION

G26.01 DURATION

This Agreement shall be effective from April 1, 202⁴ and remain in effect until March 31, 202⁷ and thereafter from year to year, subject to a one hundred and twenty (120) day notice in writing by either party to this Agreement to revise, amend, or terminate it.

G26.02 AGREEMENT TO CONTINUE

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

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

G26.03 NO CHANGES DURING CONTINUATION PERIOD

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

G26.04 SECTIONS 50(2) AND 50(3)

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

ARTICLE G27 - TERMS AND DEFINITIONS

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

G27.01 CONVENTIONAL

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

G27.02 DISPATCHER

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

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

G27.03 CUSTOM TRANSIT

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

G27.04 COMMUNITY

- (a) Community Transit Service is Conventional Transit Service but designated by BC Transit to be delivered using a Community Transit Bus.
- (b) A Community Transit Bus is a vehicle designated by BC Transit for Community Transit Service with a maximum of twenty-four (24) seats.
- (c) Conventional Transit Service operates on fixed route fixed schedule service generally using Conventional Transit Buses. However, Conventional Transit Service can also include a component of Community Transit Service that utilizes smaller vehicles to run a fixed route or trip in schedule service in areas where the route does not allow for full size Conventional Bus and/or where passenger demand may not warrant a larger bus.
- (d) The Company may construct shifts as described in Article **G19.01**, combining Conventional and Community Bus service and the rate of pay shall be based on the hours of service (for example a shift may be constructed composed of five and one half (5.5) hours conventional and two and one half (2.5) hours community bus rate).
- (e) The Company agrees that if a Conventional Bus is operated in a Community Bus application the Conventional rate of pay shall apply.
- (f) A Transit Operator holding a valid "air ticket" and driving a Community Bus with air brakes will receive the conventional rate.

G27.05 POSTED INDEX

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

G27.06 DATE OF HIRE

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

ARTICLE G28 - PAID EDUCATION LEAVE

G28.01 PAID EDUCATION LEAVE

The Company agrees to pay into the Unifor Leadership Training Fund **three thousand dollars (\$3,000.00)** each January for the purpose of providing paid education leave. Such leave shall be for upgrading the Employee skills in all aspects of trade union functions. Payments should be made into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Collective Agreement between TransDev Canada & Unifor Local 114

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

MAINTENANCE (M) SECTION

PREAMBLE – UNIFOR NATIONAL SKILLED TRADES COUNCIL

In order that the skilled trades can participate more fully in Unifor, the Employer agrees to deduct Unifor dues as may be adopted by Unifor. For new Employees, the first deduction is to be made from the Employee's first pay, after the completion of the probationary period. For all skilled trades, deductions will be made in January of each year or upon completion of one (1) month's work in that year. For the purposes of this provision, "Skilled Trades" include those trades for which an Apprenticeship is usually served together with those classifications which form part of an apprenticeable trade.

During the screening process, consideration will be given to qualified Journeypersons with a Skilled Trades card properly issued by Unifor when a vacancy requires external hiring. The Union will advise the Company when qualified Unifor Journeypersons are available.

ARTICLE M1

M1.01 JOURNEY PERSON

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

A Journeyperson Mechanic must hold a valid CVIP Inspector license for all classification (1-5) with air endorsements. If a Journeyperson Mechanic is hired without a CVIP inspector license, it is a condition of their employment that they obtain same within six (6) months and an extension of this time limit may only be granted by agreement of the Company and the Union. If an Employee fails to obtain their CVIP Inspector License within six (6) months of commencing their employment and no extension is granted, then their employment will be terminated for just cause. The pay rate during the time for the Employee to obtain their CVIP inspector licensing shall be ninety percent (90%) of the Journeyperson Mechanic rate. Upon successful completion of all CVIP Inspector licensing requirements, the Company shall reimburse the Employee for course costs, pay the Employee for time spent completing the training course to a maximum of eight (8) hours per working day missed and other expenses on the terms prescribed by the Company from time to time.

Journeyperson Mechanics that were hired prior to the ratification of this Agreement shall be paid at one hundred percent (100%) of the Journeyperson Mechanic wage rate for a period of one (1) year following

ratification and must, in that time, obtain a CVIP Inspector License on the same terms and conditions as newly hired Employees.

ARTICLE M2

M2.01 NORMAL WORK WEEK FOR MAINTENANCE

A normal work week for Maintenance shall be five (5) days, forty (40) hours with two (2) consecutive days off. If maintenance shifts of ten (10) hours, four (4) days a week are implemented, the work week will be four (4) ten (10) hour days with three (3) consecutive days off. Where it is not possible to provide three (3) consecutive days off, the shift may be developed with split days off provided that two (2) rest days are consecutive. Mechanics on an eight (8) hour day will have two (2) fifteen (15) minute rest periods in each full shift. On a ten (10) hour day, Mechanics will have two (2), twenty (20) minute rest periods. Mechanics will have a one-half (1/2) hour unpaid lunch break, or if working alone, lunch will be paid.

M2.02 SHIFT CHANGE

Mechanics shall not have their shifts changed without at least two (2) weeks notice. However, if an event arises beyond the Company's control, shifts may be changed without notice. Every attempt will be made to provide as much notice as possible.

M2.03 SHIFT BID

The Company shall determine the maintenance/service coverage and resulting shifts necessary to effectively and efficiently maintain the fleet. Should the Company determine shift changes for an operational reason are required, they will implement shifts in consultation with the Maintenance/Service Staff, and there shall be a semi-annual shift sign up, where shifts will be selected in order of seniority.

ARTICLE M3

M3.01 STATUTORY HOLIDAYS

All statutory holidays are an automatic day off. Any shift deemed necessary by the Employer shall be posted for sign-up by seniority and shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay. This pay is in addition to the entitled pay for such statutory holidays, as calculated in section G 21.03 and G21.05. Should insufficient staff sign-up, work will be assigned by reverse order of seniority.

M3.02 VACATION PLANNER

The Company shall post no later than December 1 of each calendar year, a vacation planner. Employees shall be granted vacation requests in order of seniority.

ARTICLE M4

M4.01 MAINTENANCE LEAD HAND

A Mechanic is designated as Lead Hand to ensure that the Maintenance Manager's direction is followed, assist with the direction of workflow, adjust bus allotment, ensure the two-way radio is answered, and perform other supervisory tasks. A Lead Hand will not issue discipline.

The Mechanic Lead Hand rate shall be a premium of two dollars (\$2.00), per hour, for hours worked as Mechanic Lead Hand. The Mechanic Lead Hand premium shall not attract overtime.

ARTICLE M5

M5.01 TOOL ALLOWANCE

Effective the date of ratification, all qualified Journeyperson Mechanics and Apprentice Mechanics shall, after the completion of their probationary period, be credited one hundred dollars (\$100.00) per month for the purchase of tools through the Company. These monies are accumulative from month to month and year to year. Upon termination of employment, all monies in the account revert to the Company and any negative balance shall be deducted from final pay. It is understood that reimbursement for tool purchases outside the Company is subject to Company approval upon presentation of a receipt and all tools purchased with the tool allowance are for use at work.

M5.02 TOOL INSURANCE

The Company will insure Mechanics tools for theft by break-in and fire provided that the Mechanics have given the Company, in writing, a detailed list and estimate of the value of their tools, or have provided the Company with a picture or video (video dated) of their tool inventory. The Company shall carry insurance on Mechanic's tools, with minimum coverage of twenty thousand dollars (\$20,000.00) per Mechanic.

ARTICLE M6

M6.01 COVERALLS

Coveralls, winter jackets and rain gear will be supplied upon demand by the Company to Maintenance Employees, subject to proof of need.

M6.02 ROBBER GLOVES FOR ALL MAINTENANCE EMPLOYEES

Rubber gloves with liners will be supplied as required for use by Servicepersons.

M6.03 PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR ALL MAINTENANCE EMPLOYEES

The Company will supply all personal protective equipment for all Maintenance Employees as required and deemed necessary.

M6.04 HEADLAMPS

The Company will supply headlamps/flashlights and batteries to all Maintenance Employees.

M6.05 SAFETY BOOT ALLOWANCE

The Company will, upon presentation of a receipt, reimburse up to three hundred dollars (\$300.00) for all Mechanics and other Maintenance personnel towards the purchase of one (1) pair of approved safety footwear on original purchase and on replacement with proof of necessity.

The Company will, upon presentation of a receipt, reimburse up to one hundred dollars (\$100.00) for all Maintenance personnel, towards the purchase of one (1) pair of approved rubber boots on original purchase and on replacement with proof of necessity.

M6.06 PRESCRIPTION SAFETY GLASSES

The Employer shall cover the cost of prescription safety glasses to a maximum of four hundred dollars (\$400.00) every twenty-four (24) months, or upon proof of need, in the event of a documented incident.

LETTER OF UNDERSTANDING #1

Between
First Transit Canada Inc.
And
Unifor Local 114

RE: EXCHANGE WASHROOMS

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

LETTER OF UNDERSTANDING #2

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: SERVICEPERSON

The Parties have agreed to incorporate the Serviceperson classification into the body of the Collective Agreement and discontinue the bus washer classification and associated Letter of Understanding #2.

Following ratification, the qualifications required for the Serviceperson classification shall include a Class 5 driver's license with air ticket. In the case of new hires after ratification, an air ticket is preferred but the Company will offer in-house air ticket certification if it has the internal resources/programs to do so in the region. A new hire who does not successfully obtain their air ticket will not be eligible to pass their probation.

Current bus washers employed at ratification must be fully certified and qualified to bid for full time work in the Serviceperson classification. For clarity, full certification and qualification shall include holding a valid class 5 license with air. Upon receipt of a request and proof of a valid license of at least class 5, the Employer shall offer bus washers employed at ratification who do not have an air ticket, the opportunity to obtain one.

Effective at the implementation of the next driver sign up where the blocking is received after ratification, the duties of sweeping, probing, fluids, and on site fueling shall be assigned to Servicepeople rather than drivers. Drivers may be assigned the work of sweeping, probing, fluids, and on site fueling and paid at their applicable rate.

Drivers shall be paid two (2) minutes to complete a post trip when their shift concludes with the bus they are driving returning to the yard at the end of the day.

LETTER OF UNDERSTANDING #3

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: CONNECTED DRIVER

PREAMBLE

Whereas the Parties recognize the opportunity to discuss the implementation of the Connected Driver Program to facilitate digital scheduling, including but not limited to improving shift swap processes and distribution of additional shifts.

GENERAL TERMS OF LOU

Should the Employer wish to explore elements of Connected Driver, the Parties agree to create a joint committee.

The committee shall meet within ninety (90) days of notice of intent from the Employer to discuss the applicable elements of Connected Driver Programs and discuss in good faith any associated work rules to make the selected elements mutually beneficial.

The Employer retains sole discretion on selected elements implemented per the terms of the Collective Agreement.

LETTER OF UNDERSTANDING #4

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: SPARE BOARD RULES

Pursuant to Article G19.01(c)(ii) of the Collective Agreement, the current spare board rules may only be altered after consultation with the Union Management Committee.

In support of this and with a desire to continue the collaborative relationship between the Parties on review and modification of the spare board rules that has happened over the life of the previous agreement:

1. The Company agrees to meet with the Lead Steward and review the spare board rules a minimum of once per year unless otherwise agreed to by both Parties.
2. The Parties agree to continue to consult with the Union in regard to the implementation and administration of the current spare board rules.
3. The Employer reserves the final decision as to structure and content of the rules.

The spare board rules shall be made available to all Employees both in hard and electronic formats, and updated when necessary.

LETTER OF UNDERSTANDING #5

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: CLASSIFICATION MOBILITY BETWEEN VERNON & SALMON ARM

PREAMBLE

Whereas the Parties recognize the benefit of having structure around classification mobility between Vernon & Salmon Arm to give Employees different opportunities and provide for business continuity. As such, we evidence the following Letter of Understanding.

GENERAL TERMS OF LOU

The Parties through Labour-Management Meetings may agree to meet on the efficacy of the components of this LOU and may make changes with mutual agreement during the life of the Agreement.

This Letter of Understanding will be a Pilot Project that may be cancelled with sixty (60) days' notice by either Party.

All terms of this Collective Bargaining Agreement apply except as those modified by this Letter of Understanding.

GENERAL APPLICATION

1. Where the Employer has exhausted relief for Vernon or Salmon Arm (collectively, the "Locations") at overtime to backfill an Employee for a short duration leave (eg, vacation, medical under thirty (30) days, family responsibility, general leaves under thirty (30) days, etc), they shall have the option to canvass Employees to take an assignment in the opposite location.
2. In the event there are more Employees than assignments available, seniority shall prevail in assignment of work, provided the Employee is available to provide the work on the schedule required.
3. Assignments are voluntary, and no Employee will be compelled to take an assignment.
4. The Employer shall endeavour to offer assignments in advance.
5. The Employer shall pay kilometrage but not time to the Employee working at the alternate location.

APPLICATION – MECHANICS

6. When an assignment is agreed to by a Mechanic, the Employer will arrange to have personal tools shipped at Employer cost by an insured carrier.

- 6.1. For assignments under seven (7) days, the Employer and Employee will confirm what items need to be transported and alternate means (eg, by a Transit Supervisor or Mechanic in a fleet vehicle).

APPLICATION - DISPATCHERS

7. The Parties agree that dispatch is a unique function and can be performed for both locations from either location. As such, when there is no relief available, the Parties agree that Dispatchers in both locations must be considered together for vacation allotment to ensure that there is coverage during vacation periods.
8. All terms of the Collective Bargaining Agreement apply except as those modified by this LOU.
9. This Letter of Understanding shall expire the date of expiry of this Collective Agreement.

LETTER OF UNDERSTANDING #6

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: APPRENTICESHIP PROGRAM

PREAMBLE

Whereas the Parties recognize the opportunity to meaningful work to Apprentice and Mechanics and commit to their success in the program, we evidence the following Letter of Understanding.

GENERAL TERMS OF LOU

The Parties through Labour-Management meetings may agree to meet on the efficacy of the components of this LOU and may make changes with mutual agreement during the life of the Agreement.

This Letter of Understanding will be a pilot project that may be cancelled with sixty (60) days' notice by either Party.

All terms of this Collective Bargaining Agreement apply except as those modified by this Letter of Understanding.

If the Employer decides to have a Mechanic Apprenticeship program and hire one or more Apprentices:

The opportunity will be posted both internally and externally.

The applicant will have completed a trades foundation course from a post secondary institution recognized by Skilled Trades BC (ELTT or equivalent).

In hiring Mechanic Apprentices, the successful applicant shall be the applicant who has the best qualifications to perform the work. Qualifications shall include skill, knowledge, education, certifications, past work experience, and ability to do the work. When the qualifications of two or more applicants are equal, seniority will be considered.

Upon hire, the Mechanic Apprentice will be registered with Skilled Trades BC, and will be required to meet the requirements as outlined by the agency.

Mechanic Apprentices are entitled to Employment Insurance Benefits while attending school.

A Mechanic Apprentice is not permitted to sign a shift until successful completion of their Interprovincial Red Seal.

Mechanic Apprentices will be assigned to a minimum of a four (4) month shift rotation for the purposes of training. For the first two (2) years, Apprentices shall not be assigned to any shift where there is not a Journeyman Mechanic normally scheduled.

Upon successful completion of their interprovincial Red Seal, the Mechanic Apprentice will be given credit for seniority back to the date that they commenced their Apprenticeship.

There is no guarantee of the availability of a position upon completion of the Mechanic Apprenticeship Program. In such instances the Apprentice Mechanic(s) will be casual Mechanic(s) until a regular position becomes available.

In the event that an Apprentice is unsuccessful and does not pass the Level 1, 2, 3, and 4 final exams, the Apprentice will need to rewrite and pass the level within ninety (90) days. Failure to pass the level exam will result in termination.

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

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

Notwithstanding the terms of paragraphs 8 and 9 of this LOU, the Parties agree that any material change to the progression of Apprenticeships dictated by Skilled Trades BC during the life of this LOU may require a review of this LOU.

If a lay off is required, Mechanic Apprentices shall be laid off before any Journeyman Certified Mechanic (Red Seal) with the last hired or classified as an Apprentice laid off first and the last laid off the first to be recalled.

The Employer will pay up to \$XXX of the Apprentice's tuition costs per year.

The Apprentice is entitled to the tool and footwear allowances outlined in the Collective Agreement.

Apprentice wages shall be:

- Start of year one: seventy percent (75%) of the Mechanic Rate
- After successful completion of year one: - eighty percent (80%) of the Mechanic Rate
- After successful completion of year two: - eighty-five (85%) of the Mechanic Rate
- After successful completion of year three: - ninety percent (90%) of the Mechanic Rate
- After successful completion of Red Seal: - one hundred percent (100%) of Mechanic Rate

All terms of the Collective Bargaining Agreement apply except as those modified by this LOU.

This Letter of Understanding shall expire the date of expiry of this Collective Agreement.

LETTER OF UNDERSTANDING #7

**Between
First Transit Canada Inc.
And
Unifor Local 114**

RE: TRANSIT SUPERVISORS

Whereas, the Parties have agreed to vary the certification of the bargaining unit to include Transit Supervisors.

THEREFORE the Parties agree to the following regarding Transit Supervisors:

GENERAL

1. Unless varied by this Letter of Understanding or the Collective Agreement, Transit Supervisors shall continue to be governed by the same policies and practices as they were prior to this negotiation.
2. To the extent of any conflict, this Letter of Understanding shall supersede the Collective Agreement for Transit Supervisors.

DEFINITIONS

3. There shall continue to be:
 - 3.1. Full-time Transit Supervisors who work forty (40) hours per week and receives the benefits of full-time employment status under the Collective Agreement; and
 - 3.2. Part-time Transit Supervisors defined as Supervisors who can sign a shift of twenty (20) hours or more a week, but less than forty (40) hours a week, and receive the benefits of part-time employment status under the Collective Agreement.

HOURS OF WORK AND JOB DUTIES

4. The Employer shall construct as many full-time Transit Supervisor shifts as possible.
 - 4.1. Transit Supervisors shall sign according to classification seniority for work shifts posted by the Company. every three (3) months. Shifts can be re-posted at any time on fourteen (14) days' notice, where operational needs require the reallocation of manpower. Supervisors may exchange shifts with prior management approval, trades must occur in the same pay period, shift trades will not attract overtime.
 - 4.2. Full-time Transit Supervisors shall have two (2) consecutive days off each week.

- 4.3. Daily overtime shall be paid at a rate of time and one-half (1½x) the Transit Supervisor's hourly wage if:

Overtime premiums shall be paid for all hours in excess of an employee's regular scheduled shift. Overtime shall be paid at one hundred and fifty percent (150%) of the regular straight-time rate.
- 4.4. A Transit Supervisor who works more than twelve (12) hours in one (1) day shall be paid overtime at a rate of double their regular wage for hours worked after twelve (12).
- 4.5. A Transit Supervisor who works more than forty (40) hours in a week shall be paid weekly overtime, at a rate of time and one half (1½x) their regular wage.
- 4.6. Extra work, meaning the portion of an absence that the Employer chooses to cover, shall be offered by seniority. Incidental overtime at the beginning or end of a shift shall be assigned based on operational need.
- 4.7. For clarity, Transit Supervisors shall not be paid both daily and weekly overtime for the same hours worked. For example, if a Transit Supervisor works nine (9) hours on a day where they were scheduled to work eight (8) hours, they shall be paid one (1) hour of daily overtime but shall be credited with eight (8) hours of work for the purposes of calculating their weekly hours.
5. Article 13.02 is not applicable to Transit Supervisors.
6. Hiring of Transit Supervisors shall be based on qualifications, knowledge, skill, and ability.

Where, in the Employer's reasonable opinion, qualifications, knowledge, skill and ability are relatively equal, company seniority shall be considered.
7. A Transit Supervisor called in outside their shift, shall receive a minimum of two (2) hours pay and daily or weekly overtime, if applicable.
8. The Parties agree that certain duties are fundamental to the role of Transit Supervisor, including:
 - 8.1. Confidential investigation of complaints, including the review of video in accordance with this Collective Agreement, interviews of involved employees and witnesses, and analysis of prior complaint history;
 - 8.2. Monitoring of performance, productivity and safe work practices, including on road inspections by Transit Supervisors;

- 8.3. Fitness for duty checks and follow-ups, including attendance to drug and alcohol testing;
- 8.4. Thorough and accurate reporting to Management regarding observations, investigations and other tasks, as may reasonably be directed by Management;
- 8.5. Supervisors may be assigned managerial duties as required for the safe and efficient operation of the location, including providing coverage for off-duty Management. When assigned, the Supervisor shall receive a premium of two dollars (\$2.00) per hour worked.
- 8.6. Supervisors will not administer discipline against another bargaining unit member.

VACATION

- 9. Transit Supervisors shall continue to request and take vacation in accordance with past practice, wherein vacation is requested and Management approval is subject to operational requirements. The Employer will respond within five (5) days of the request.

SENIORITY

- 10. The Employer shall honour seniority earned by Transit Supervisors employed in Vernon/Salmon Arm as Transit Supervisors before the entrance of the Transit Supervisor position into the bargaining unit.

UNIFORM

- 11. The Employer shall supply, and Transit Supervisors shall wear, a uniform.

WAGES

Transit Supervisors shall earn an hourly wage of ten percent (10%) above the Conventional Operator Hrs rate. Transit Supervisors shall be entitled to wage retroactivity effective August 1, 2023.

2023 Wage Rate following agreement hourly rate

Transit Supervisor - \$33.36

At the conclusion of the life of the Collective Agreement, the Parties shall negotiate regarding integration of this Letter of Understanding into the Collective Agreement.

The Parties will meet when mutually agreed to, to review if necessary and modify, this Letter of Understanding. Any modifications will be with the agreement of both Parties.

If a Party becomes aware of an Article that may be applicable to Transit Supervisors but is not covered by this Letter of Understanding, they shall notify the other Party in writing.

SIGNATURE PAGE

Signed this day of , 2025.

For the Company:
TransDev Canada

For the Union:
Unifor Local 114

Rob Caswell
Director HR, Western Canada

Gavin Davies
Unifor National Representative

Bart Carrigan
Senior Director of Operations BC

Nate Shier
Local 114 Representative

Kari Kane
General Manager

Gerry Shook
Bargaining Committee

Tony Mann
Bargaining Committee

Jackie Kundert
Bargaining Committee