

# **COLLECTIVE AGREEMENT**

Between

**FIRST CANADA INC.**  
**(a division of TRANSDEV)**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 113**

***CUPE***

**April 1, 2024 – March 31, 2028**



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**AGREEMENT BETWEEN:**

FirstCanada INC. (a division of TRANSDEV)  
(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 113  
(hereinafter called the "Union")

**PREAMBLE**

It is the purpose of both Parties to this Agreement:

- To maintain and improve harmonious relations and settle conditions of employment between the Parties.
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- To encourage efficiency in operations.
- To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

(It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of such conditions.) It is hereby mutually agreed as follows:

**Recognition of First Nations**

The Parties to the agreement recognize that the Employer objectives include service to First Nations, Metis, and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures, and artistic heritages using ways of knowing and understanding.

**ARTICLE 1 BARGAINING AGENCY AND RECOGNITION**

**1.01 Bargaining Agent**

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Employer as described in the certification as issued on August 19, 1996 by the Labour Relations Board of British Columbia. Properly accredited officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

## **1.02 Names of Officers and Representatives**

The Union shall provide the Company with the names of its officers, representatives, job stewards and committee members.

## **1.03 Term**

This Agreement shall take effect from April 1, 2024 and expiring March 31, 2028 and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the *Labour Code of British Columbia*, requiring the other Party to commence collective bargaining.

During the period of negotiations, this Agreement shall remain in full force and effect.

## **1.04 Access to Employer's Premises**

Officers and authorized representatives of CUPE Local 113 will have access to the Employer's premises to conduct legitimate Union business during working hours. Union officers and representatives shall notify the Manager on duty of their presence.

## **1.05 Joint Labour Management**

Labour Management Committee

- (i) A Labour Management Relations Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Company.
- (ii) The Committee shall enjoy the full support of both Parties and shall meet quarterly or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.
- (iii) Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Company and its employees; and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement.

## **ARTICLE 2 NOTICE TO BARGAIN**

### **2.01 Collective Agreement Information**

Either Party may give to the other, not more than ninety (90) days, not less than sixty (60) days written notice of its intention to open the Agreement prior to its expiry date of March 31, 2028.

The Parties hereto agree to meet and bargain collectively within two (2) weeks of such notice, with a view to the renewal of said Agreement.

This Agreement provides for its continuance during this term of collective bargaining. There shall be no strike or lockout for the term of this Agreement, and thereafter, until proper notice has been given according to Section 60 of the Labour Relations Code.



## **ARTICLE 3      UNION MEMBERSHIP**

### **3.01      Bargaining Unit**

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

### **3.02      New Employees**

Each new Bargaining Unit employee shall become a member of the Union within seven (7) calendar days from the date of hire and shall remain thereafter a member of the Union in good standing as a condition of continued employment with the Employer in any job classification covered by this Agreement.

### **3.03      Not Good Standing in the Union**

Any member who fails to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after thirty (30) calendar days written notice to the Employer by the Union of the employee's failure to maintain their membership in good standing.

### **3.04      Good Standing in the Union**

Provided that should the Union notify the Employer, in writing, within the said thirty (30) calendar day period that the member is again a member in good standing, the original discharge notice to the Employer shall be deemed to be null and void and accordingly, the said member shall not be discharged.

## **ARTICLE 4      UNION DUES CHECK-OFF AND ASSESSMENTS**

### **4.01      Dues Deductions**

The Employer shall deduct from the pay of each Bargaining Unit employee covered by this Agreement regular monthly dues payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within fourteen (14) calendar days from the pay period in which the deductions were made.

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 Employer by the Union.

### **4.02      Union Bulletin Board**

The Employer shall provide appropriate space for a bulletin board for the exclusive use of the Union. The Employer will provide the Union with copies of all notices posted on the Employees' bulletin boards.

### **4.03 Union Logo**

Union members shall be entitled to wear a lapel pin displaying the Union logo as well as have the CUPE Union logo displayed on personal hats and shirts and on all buses and other vehicles driven by Union members.

## **ARTICLE 5 EMPLOYEE RESPONSIBILITY**

### **5.01 Employee Responsibility**

The Union agrees that it is the responsibility of the individual employee to perform their work efficiently and to the best of their ability.

It is further agreed that it is not the purpose or the intent of this Agreement to condone dishonesty or drinking on the job and that if an employee is dishonest or consumes any intoxicant prior to performing their duties as provided in the National Safety Code or the Passenger Transportation Branch Motor Carrier Act or their regulations, it is mutually agreed that the employee may be subject to discipline, up to, and including termination from their employment.

### **5.02 No Discrimination**

#### (a) Discrimination

The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, nor by reason of membership in a labour union, and the employees shall at all times and in a like manner act in good faith toward the Employer.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

#### (b) Sexual Harassment

(i) The Parties recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Parties agree to cooperate in resolving any complaints of sexual harassment which may arise in the workplace.

(ii) Any employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### (c) General Harassment

(i) The Parties recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints which may arise in the workplace. An employee may initiate a grievance under this clause at any step of the

grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

- (ii) The Parties recognize that it is the Employer's responsibility to investigate complaints of harassment in accordance with WorkSafeBC regulations. Further, the Parties agree to resolve all such complaints with all possible confidentiality and dispatch.
- (iii) All employees should, upon hire, acquaint themselves with the Employer's "Respectful Workplace Behavior Policy."

### **5.03 Personal Harassment**

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviours, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

### **5.04 Sexual Harassment**

- a) Sexual Harassment by an individual: Sexual harassment may occur irrespective of gender and is:
  - i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
  - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented requests or advance; and/or
  - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.

- e) Where the alleged harasser is the person who would normally deal with the first (1<sup>st</sup>) step of such grievances, the grievance will automatically be sent forward to the next step.
- f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- g) The Employer recognizes the principle that is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

## **5.05 Adverse Reports**

The Parties agree, provided there have been no further related offenses; any reference to discipline shall be removed from an employee's file after eighteen (18) months.

## **ARTICLE 6 GRIEVANCE PROCEDURES**

### **6.01 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.

The Parties recognize that grievances may arise concerning the discipline, suspension or discharge of any Bargaining Unit employee bound by this Agreement.

All suspension and discharge grievances shall begin at the second stage.

### **6.02 Step 1**

In Step 1 of the grievance procedure every effort shall be made to settle the complaint through informal discussions between the aggrieved employee and their Manager.

The employee may be accompanied by a Job Steward.

If the complaint is not resolved within seven (7) days of this discussion, the aggrieved employee and/or Job Steward may submit a formal written grievance to Step 2 of the grievance procedure.

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

### **6.03 Step 2**

If the Parties are unable to resolve the complaint at Step 1, or if there is no response from the employee's Manager within seven (7) days of the Step 1 discussion, a formal grievance may be put in writing by the aggrieved employee and/or Job Steward and forwarded to the Manager.

The Manager shall meet with the grievor and a Job Steward in an attempt to resolve the matter at this step.

If there is no response by the Manager within seven (7) days of this Step 2 meeting or if there is no mutually satisfactory settlement, the matter may be submitted to Step 3. Both the Employer and the Union may have one (1) additional representative present at Step 3 meetings.

### **6.04 Step 3**

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

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

All suspension and discharge grievances must be presented at Step 2 of the grievance procedure within seven (7) days of the dismissal or suspension.

Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 3 within thirty (30) days of an answer at Step 2.

### **6.06 Grievance Mediation**

Pursuant to Section 105 of the Labour Relations Code, where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a Mediator shall, with the mutual agreement of the Parties:

- (a) investigate the difference,
- (b) define the issue in the difference and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The Parties agree to equally share the cost of the Mediator for reasonable remuneration, travelling and out of pocket expenses.

Prior to the commencement of the grievance mediation hearing the Parties may agree that the decision of the Mediator shall be binding.

## **6.07 Arbitration**

- (a) If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure.

If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.

- (b) Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall meet to select a single Arbitrator.
- (c) Should the Parties be unable to agree upon an Arbitrator within an additional seven (7) days, either Party may make application to the Labour Relations Board to have an appointment made.
- (d) The decision of the Arbitrator shall be final and binding on the Parties and the Parties shall share equally in the fees and expenses of the Arbitrator. Should either Party disagree as to the meaning of the Arbitrator's decision, either may apply to the Arbitrator to have the decision clarified.

## **6.08 Time Limits**

The time limits established in this Article may be altered by mutual consent of the Parties. An employee whom the Employer suspends or discharges may be retained or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance procedure.

## **6.09 Discipline**

The Employer shall not discipline any employee except for just and reasonable cause. Nothing in this Article shall restrict the right of the affected employee or the Union to grieve the discipline or discharge.

## **ARTICLE 7 UNION RESPONSIBILITY**

### **7.01 Written Requests to Remove an Employee**

It is understood the Company is a contractor of its services, and as such, must enter into service contracts which stipulate; "The Contractor agrees to replace any Driver specified, following a request in writing to do so." It is agreed and understood that the Company will do everything in its power to protect the job of every employee. If, however, the Company receives proper written notification to remove an employee, the Company may be required to layoff said employee, if no work is able to be reallocated to them.

- (i) It is agreed that any reallocation of work will only be implemented after discussion with, and the agreement of the Union.
- (ii) Any request received in writing will be presented to the Union as part of any discussions on reallocating work.
- (iii) For the purposes of this Article, layoff does not imply bumping rights, unless otherwise agreed between the Parties.

- (iv) As part of the discussion between the Parties as to the reallocation of work, it is understood that the selection of work assignments based upon seniority may not be a bar to any work assignment adjustments required in order to maintain ongoing employment.
- (v) Nothing in this clause precludes the rights of the Union to grieve according to Article 6 of the Collective Agreement.
- (vi) Any work reallocations, or other such accommodations will be recorded in writing between the Parties.

## **7.02 Right to Union Representation**

As stated in Article 7.01, the Company is a contractor of its services. As a result, the Company is contractually obligated to provide timely information regarding collisions, incidents, complaints, etc. In order to meet these obligations, the Company may gather the general information required to satisfy the customer. No discussion regarding employment, discipline, or any other labour relations matter will be discussed with any customer.

The initial information will not be a part of the disciplinary process. The employee will be entitled to Union representation during any investigation that may lead to discipline.

If an employee is called in by the Company to discuss potential disciplinary action, the company will, prior to the discussion advise the employee of the seriousness of the incident.

The employee is entitled to, upon their request, a Union Representative being present during any discussion regarding the potential discipline.

It is the Union's responsibility to ensure that a Union Representative is available at the time the Company deems that the meeting or discussion is to take place, provided, the Union is given adequate notice of the meeting.

## **7.03 Suspension Notice**

The Company will give the Union and the employee notice in writing forty-eight (48) hours prior to any suspension.

An employee will not lose their weekly or bi-weekly guarantee because of the suspension.

It is understood that a one (1) day suspension will be deemed as an eight (8) hour day or if a suspension of less than one (1) day occurs the actual time of the suspension will, for the purpose of the guarantee, be deemed as time worked.

Any employee, who receives a suspension, must start the suspension within fourteen (14) working days of the said offence or the suspension will be considered null and void, or in the case of a letter, it will not appear in the employee's file.

#### **7.04 Employees on Long Term Charter or Holidays and Suspension**

In the case of an employee on a long-term charter or holidays, then the forty-eight (48) hour notice and the provision that the suspension or discharge must start within fourteen (14) days, begins the first day returning to their home property. The Union must be notified within forty-eight (48) hours that this exception is necessary.

#### **7.05 Employees Informing Company of Their Current Address**

Employees shall keep the office informed of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so they may be readily located for recall.

#### **7.06 Management Rights**

The Union recognizes the right of the Company to operate and manage its business in all respects, including the right to discipline or discharge any employee, for just and reasonable cause, consistent with the provisions of this Agreement.

#### **7.07 Surveillance Cameras and GPS**

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

Recordings may be used as an investigative tool in exploring events such as complaints, collisions, or incidents. Should the need for discipline arise, the recording may be used as a part of the disciplinary process.

Surveillance cameras installed on equipment owned by FirstCanada INC. will not be focused directly on the Driver.

### **ARTICLE 8 LEAVES OF ABSENCE**

#### **8.01 General Leave**

- (a) A leave of absence of less than fourteen (14) days shall be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company. The Company must receive the request at least forty-eight (48) hours prior to the date of the leave. Exceptions will be considered.
- (b) A leave of absence of more than fourteen (14) days may be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company and only with the permission of the Company and the Union.
- (c) Upon agreement between the Company and the Union, a leave of absence in excess of fourteen (14) days, for the purposes of furthering one's education at a recognized educational institution, for a period of up to three hundred sixty-five (365) calendar days may be granted insofar as the proper operation of the service will permit.

Such request shall be in writing and leave shall be without pay or benefits or loss of seniority except that eligibility for benefits provided by this Collective



Agreement shall not accrue for the period of the leave (for example, no credit for holiday entitlement shall be received for the period of the leave).

- (d) A leave of absence will not be granted to any employee for the purposes of entering other occupations.

## **8.02 Leaves of Absence for Union Business Without Pay**

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted insofar as the proper operation of the Company shall permit. Such leaves of absence shall not be unreasonably denied by the Employer.

### **Remuneration While on Union Leave**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing. The Union will advise the Company of the rate and hours to be paid at the time of the Leave of Absence request.

- (a) employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated;
- (b) employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment;
- (c) employees called by the Union to appear as witnesses before a hearing involving the Employer;
- (d) employees elected or appointed to the Union's bargaining committee;
- (e) 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 two (2) years.

## **8.03 Paid Bereavement Leave**

In the event of death of an employee's spouse (including common-law partner and fiancée), child or parent, the employee will be entitled to leave of absence without loss of pay for five (5) days.

- a) In the event of death of an employee's sibling, sibling-in-law, parent, parent-in-law, former or legal guardian, child, child-in-law, grandparent or grandchild, the employee will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's aunt, uncle, niece or nephew or any other second degree relative, the employee will be entitled to leave of absence without loss of pay for three (3) days.

Where a funeral, memorial service, internment, or attendance of the employee required to matters related to the death of a covered person occurs outside of four hundred (400) kilometres road distance one (1) way, such leave without loss of pay shall include two (2) additional workdays for travel. Fly-in, fly-out employees who are

traveling will not have their fly days counted against this allotment in order to facilitate travel to points beyond their home aerodrome.

Bereavement leave may be split into two (2) periods with the remaining portion taken within six (6) months of the death of a covered person, unless otherwise agreed between the employee and the Employer.

Additional days without pay may be granted. The employee will be paid for scheduled hours during the leave, which they otherwise would have worked.

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

- (a) 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.
- (b) Additional leave may be requested as per the provisions of Article 8.01; however, the employee must pay both the Employer's and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.
- (c) 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 up to a maximum of fifteen (15) working days.



#### **8.05 Spouse Leave**

An employee shall be entitled to two (2) days leave with pay for their spouse's birth of their child.

#### **8.06 Leave for Public Duties**

The Employer recognizes the rights of the employees to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without loss of seniority so that employees may be candidates in a Federal, Provincial, Municipal or Band election. After two (2) terms, the employee will not be guaranteed their position but can return to a comparable position without loss of seniority.

#### **8.07 Family Responsibility Leave**

An employee is entitled to up to three (3) days paid and two (2) days of unpaid leave in each calendar year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

Family Responsibility Leave does not accumulate from year to year.



### **8.08 Disappearance of a Child**

An employee whose child under the age of nineteen (19) years disappears and where it is probably that the disappearance is the result of a crime, the employee is entitled to unpaid leave totalling fifty-two (52) weeks to be taken within the fifty-three (53) week period commencing from the date of the child's disappearance.



### **8.09 Compassionate Leave**

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.



### **8.10 Sexual and Domestic Violence Leave**

An Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of paid leave, as well as an additional five (5) days, plus fifteen (15) weeks of unpaid leave.



### **8.11 Voting Leave**

All Employees are entitled to leave to vote in municipal, provincial, federal or local band elections as required under the applicable provincial, federal or local band election legislation.



## 8.12 Election Leave

An Employee who runs for public office in an election under the Canada Elections Act, or the BC Election Act is entitled to unpaid leave for the duration of the campaign period as set out in legislation.



## 8.13 Reservist Leave

An Employee who is a reservist as defined in the National Defense Act is entitled to unpaid leave for any period of time in which they are:

- a) deployed or related to a deployment or
- b) required to attend training up to a maximum of twenty (20) days per year in connection with reservist duties.



## 8.14 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.

## 8.15 Communicable Disease Isolation Leave

An Employee is entitled to up to five (5) days of paid leave, and further unpaid leave as necessary, if they are unable to work due to a communicable disease, where one of the following conditions are met:

- a) The employee is required to self-isolate in order to comply with an order of the Provincial Health Officer, an order under the *Quarantine Act*, the guidelines of the BC Centre for Disease Control, or the guidelines of the Public Health Agency of Canada.
- b) The employer has directed the Employee not to work to prevent the spread of a communicable disease; or
- c) The employee is unable to work in order to provide care to a child, parent, or close family member who in the same household, who is unable to attend school, daycare, or related facility due to closure.

## 8.16 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

### **8.17 Education Leave**

An employee may be granted up to two (2) days leave, with pay, per year to further their education, provided that the education is directly related to their current position with the company. Such leave shall not be unreasonably withheld.

### **8.18 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) Once a twenty-four (24) month period of employment is completed, an employee may be granted an unpaid leave of absence as a result of the temporary suspension of their driver's license.
- (b) The incident resulting in the suspension will be non-job related. The leave of absence will be granted to an employee for the term of the suspension and/or imposition of an ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.

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

The Parties agree that, on a one-time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.

- (c) The employee will be responsible for both the employee & the Company portion of medical, extended health, dental, and Group Life Insurance premiums during this period (if the employee chooses to maintain their benefit coverage).
- (d) 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 reason.

### **8.19 Union Leave**

Upon the earliest possible notification to the Employer, requests will not be unreasonably denied for an employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

### **8.20 Jury Duty, Court Witness, Coroner's Inquest, Citizenship**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court, coroner's inquest, or proceedings related to maintain status in Canada or Canadian Citizenship. The Employer shall pay such an employee the difference between their normal earnings and the payment

they receive for service, excluding payment for travel, meals or other expenses. The employee will present proof of service and the amount of pay received.

## **ARTICLE 9      EMPLOYEE BENEFITS**

### **9.01      Employee Benefit Plan**

The Parties to this Agreement upon ratification shall share the cost of an Employee Benefit Plan providing for the following benefits with the Employer paying eighty-five percent (85%) of the cost and the full-time employee paying fifteen percent (15%) of the cost. (Benefits shall be effective only after the probationary period).

- (a) Medical and Surgical Benefits under Medical Services Association Plan covering employees and dependents.
- (b) Weekly Indemnity Benefits providing for sick pay of seventy-five percent (75%) of wages for twenty-six (26) weeks for employees off on account of sickness or accident. Weekly benefits to commence with the fourth (4<sup>th</sup>) day of sickness and the first (1<sup>st</sup>) day of accident not covered by Workers' Compensation. Employees off on account of sickness and accident may be required by the Company to produce medical evidence of disability. When an employee is sick for eight (8) working days or more, they shall be paid back from the first day of illness. Employees who use any sick days shall, when they return to work, accumulate sick days at the rate of two (2) days per month for each month worked, up to a maximum of twenty-six (26) weeks as provided above. Should an employee use any portion or all of their twenty-six (26) weeks and return to work for a period of twelve (12) months from the date of their last sickness, they shall have the full twenty-six (26) weeks reinstated.

Employees shall be entitled to use their banked time as bridging days until covered by Weekly Indemnity Benefits.

If the Company requests a medical certificate for an employee illness, the Company shall reimburse the employee one hundred (100%) percent for medical notes required to initiate a Weekly Indemnity claim and one hundred (100%) percent of all other notes, upon presentation of appropriate receipt.

A full-time employee shall not be eligible for Weekly Indemnity benefits if they are injured and receive lost wages from another party.

At the request of the Company, a medical certificate must be presented by an employee upon return to work when that employee is away from work for reasons of illness or medical leave in excess of three (3) consecutive working days.

- (c) Group Life Insurance of thirty-five thousand dollars (\$35,000.00) plus double indemnity in case of accidental death or dismemberment.
- (d) The Company agrees to provide a Dental Plan for all eligible full-time employees and their dependents only, with the premiums shared as eighty-five percent (85%) by the Company, fifteen percent (15%) by the employee. The benefits under the plan will be equivalent to those offered by CU&C in Plan A [eighty percent (80%) co-insurance] and Plan B [fifty percent (50%) co-insurance]. Eligibility shall be

defined as one (1) year continuous employment calculated from the employees' anniversary date of hire. Plan C (50% co-insurance) Lifetime Benefit for each person covered by the Plan.

- (e) Employees who have been on a long-term disability (LTD) for a period of twenty-six (26) weeks will be laid-off and will be subject to recall, as herein provided, for a further period of eighteen (18) months, with full seniority rights accorded. If the employee is unable to return to work, the said employee may be terminated. An employee who is able to return to work within the above stated period of eighteen (18) months, must provide a medical certificate stating that they are fit for work. They shall be reinstated upon the first available vacancy or sign-up, whichever comes first, in their classification.
- (f) The Company shall upon request, issue a bus pass to all Transit Drivers for the purpose of travel to and from work by the employee only.
- (g) Medical Travel Costs within BC for full-time employees and their dependents eighteen (18) years or under, and for a spouse not working, subject to referral by their doctor for treatment within BC that is not available in their area. The employee must apply, in advance, for the travel benefit, by providing a letter from their physician supporting the request. The Company will make the flight arrangements.

It is understood that these flight arrangements are made on a least cost basis and as soon as the employee knows that they may be travelling, they will advise the Company in writing of the date they must be at their appointment, and also the date they will be returning in order that pre-booking savings can be realized. There will be a cap of six (6) round trips in any calendar year for the Company as a whole. It is agreed that this benefit is shared according to Article 9.01 above and that once a ticket has been purchased, the employee will be responsible for their portion of the fare.

- (h) The Company will provide vision (eyeglasses) coverage to all full-time employees, and their dependents, children to the age of nineteen (19) to the amount of five hundred dollars (\$500.00) every two (2) years per employee, upon presentation of receipts for payment of prescription eyewear. This coverage includes reading glasses.
- (i) The Company shall, upon written request, on a form provided by the Employer, pay for flu shots for all employees.
- (j) The Company shall, upon written request prior to the course being taken, pay for basic first-aid training for all Drivers. Such training shall take place on non-instructional days (NID's) and employees taking such training shall be paid their regular wages for that day for up to a maximum of eight (8) hours.
- (k) An employee who is off on Weekly Indemnity (W.I.) and cannot return to work for the next eighteen (18) months as provided for in clause (e) shall have their seniority protected and the senior casual replacing the said employee during their leave shall not be eligible for benefits until the position is permanently vacated as provided for in clause (e).

- (l) An employee who is laid off due to lack of work is not entitled to Weekly Indemnity (W.I.) Benefits during the period of layoff, unless that person is qualified and available (unless due to circumstances beyond the person's control) for other work available through the layoff period.
- (m) Medical Exams  
Whenever it becomes necessary for an employee to undertake medical test for the renewal of their operation license, the Company will reimburse the employee fifty percent (50%) of the cost of the exam up to a maximum of one hundred and twenty dollars (\$120.00).
- (n) Annually the Company will post/provide members details of the benefit plan. Should an employee be denied benefit coverage, the Employer will provide contact information so the employee may question the reasons for denial.
- (o) Casual employees shall receive forty cents (\$0.40) per hour in lieu of benefit coverage. The benefits outlined in Article 9(a) to (n) are not applicable to casual employees.

## **ARTICLE 10    ANNUAL VACATIONS**

### **10.01    Vacations**

- (a) All full-time employees having one (1) year's service or more prior to the first day of January in any one (1) year, shall be entitled to two (2) weeks' vacation with pay before the next first day of January, provided nevertheless, that all employees who enter the service between January 1<sup>st</sup> and December 31<sup>st</sup>, in any one (1) year will receive the following year, after completing twelve (12) months service a vacation of one twelfth (1/12) of the normal vacation pay, described herein for each month worked in the year which said employee entered the service of the Company. Employees shall be entitled to take one (1) week vacation after six (6) months service.
- (b) All full-time employees who complete two (2) or more years of service with the Company shall be entitled to three (3) consecutive weeks' vacation with pay in the calendar year, which marks their second anniversary of service with the Company for all subsequent years. Notwithstanding anything contained in this Agreement.
- (c) All full-time employees, who have completed eight (8) or more years of service with the Company, shall be entitled to four (4) consecutive weeks of vacation with pay in the calendar year which marks their eighth (8<sup>th</sup>) anniversary of service with the Company and for all subsequent years.
- (d) All full-time employees, who have completed seventeen (17) or more years of service with the Company, shall be entitled to five (5) consecutive weeks' vacation with pay in the calendar year which marks their seventeenth (17<sup>th</sup>) anniversary of service with the Company and for all subsequent years.



- (e) The pay for two (2), three (3), four (4) or five (5) weeks' vacation shall be four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the gross earnings, excluding taxable benefits, of an employee.
- (f) Vacation periods shall be chosen according to seniority in accordance with Article 11.02 herein. Vacation shall be granted during the months of June, July and August, but periods may extend into September, if necessary and employees may choose other months if they so desire. The Company agrees that vacations of less than three (3) weeks shall not be split unless the employee concerned agrees to such split. Vacations to be chosen by classification in each location.
- (g) Vacation pay to regular full-time employees can, upon request, be paid one (1) week prior to the commencement of the annual vacation.
- (h) All employees who have completed fifteen (15) years of service with the Company shall be entitled to, subject to operational requirements, upon request, a leave of absence without pay of one (1) week.
- (i) Employees may only use the vacation pay accrued at the time the vacation commences. The Company will not run any negative vacation accrual balance. If the vacation entitlement exceeds the vacation accrual, the remaining portion may be taken as unpaid vacation time.
- (j) All casual employees shall be paid four percent (4%) of total earnings as annual vacation pay, and payments for the year shall be made at the end of June each year, or upon request. Upon completion of five (5) years' service they shall be paid six percent (6%) of total earnings as vacation pay and such payment shall be made at the end of June each year, or upon request, subject to option to payment on every pay.

## **ARTICLE 11 SENIORITY, LAY-OFF, RE-HIRE, AND PROBATIONARY PERIODS**

### **11.01 Probation and Trial Period**

- (a) New full-time and casual employees, shall be on probation for a period of four hundred eighty (480) hours. In the event the employee proves unsatisfactory in the position during the probationary period, the employee may be discharged, at the Company's discretion.
- (b) The probationary period may be extended a further period, not exceeding four hundred and eighty (480) hours of actual work hours, for cause, upon mutual agreement between the Company and the Union. In the event an employee's status changes during the probationary period the employee shall complete the remainder of their probationary period in the new classification.

It is agreed and understood that during an employee's probationary period, their layoff or dismissal shall be entirely at the discretion of the Company and shall be subject to appeal through the grievance procedure.

- (b) An employee who has successfully completed the probationary period and who is appointed to another position shall serve a trial period defined as thirty (30) days

of performing the duties of the new position. Upon completion of the trial period to determine the employee's competence and suitability for the new position, the employee shall be so advised by the Company.

During the trial period, the employee shall be returned to the position occupied prior to the change, without notice, because of lack of competence or lack of suitability for the new position. The employee may choose to return to the position occupied prior to the change at any time within the first ten (10) working days of the trial period. In either situation, any other person appointed, promoted, etc., because of the rearrangement of positions shall also be returned to their former status. If the appointment is on a temporary basis, the employee shall return to their previous position at the natural conclusion of the temporary period.

## **11.02 Seniority**

Employee Seniority is determined as follows:

- (a) For Benefits - (annual vacations and Contributory Welfare Plan) Company seniority is determined by the employee's most recent date of hire with the Company.
- (b) Seniority - (Industrial Bus Driver, Coach Driver, Mechanic, Apprentice, Utility Person). Each employee will accumulate seniority which is determined from their date of hire.
- (c) Casual Seniority - It is agreed that Casual employees shall accrue seniority only for the purpose of promotion to regular full-time positions within the Company. Casual seniority shall be determined by their continuous age in service from their date of hire as a Casual employee.
- (d) Layoff and Recall Seniority - In the event that a layoff becomes necessary due to a shortage of work, the Parties recognize layoff occurs in reverse order of seniority, each within their classification. Employees shall be recalled in classification seniority order, provided that such laid off employees have left their addresses on file with the Company.

The Company shall not layoff an employee without giving the employee, notice in writing, of at least:

- (i) One (1) weeks' notice for employees with less than one (1) year service with the Company.
- (ii) Two (2) weeks' notice for employees with one (1) year or more service with the Company.
- (iii) One (1) additional weeks' notice for each subsequent completed year of service with the Company up to a maximum of eight (8) weeks' notice or pay in lieu of notice.
- (iv) A layoff notice is not required for School Bus Drivers at the scheduled breaks in the school calendar.
- (v) Casual employees are not subject to the recall rights outlined in Article 11 of this agreement.

- (e) In the event an employee does not return to their employment when properly notified by registered mail by the Company, they shall be dropped from the seniority list and the next employee called and so on. Classifications will include those full-time positions defined in 11.02(b).
- (f) Employees may refuse work of fourteen (14) days or less, without jeopardizing the twenty-four (24) month recall period. Work of fourteen (14) days or less will be offered by seniority and qualifications to all employees on layoff. The company may request a sign up for work of fourteen (14) days or less to reduce call-outs.
- (g) In the event of a full-time driver being laid off they shall be placed on the Casual Board with their full seniority.
- (h) An employee may, once in their career, voluntarily change their employee status from Regular Full-Time to Casual or Relief Driver or from Casual to Relief Driver. In the event an employee so chooses, they may within three (3) months of the change, return back to their previous status by displacing the most junior full-time person in their previous classification. Seniority shall not be affected during the three (3) month period after an employee moves to their new Driver status. If an employee does not, within the three (3) months, indicate their desire to return to their former position, they shall lose their regular seniority for the purposes of sign ups. This Article does not apply to employees who resign or retire and choose to return to the Company in a different capacity. All requests made by an employee in this Article shall be made in writing. An employee replacing the Regular Full-Time Employee shall not have their employment status changed for the three (3) month period as listed above. Extensions may be granted by mutual agreement between the Parties.
- (i) Application of Seniority – Employees may exercise their classification seniority on new permanent positions within the Bargaining Unit. A “New” permanent position is a posted position created due to additional permanent work and/or the departure of a current full-time permanent employee.

Having successfully bid to a new position, the employee will fill the open position until the next sign-up, at which time the employee may exercise their full classification seniority.

## **ARTICLE 12 CHOOSING OF WORK**

### **12.01 Choosing of Work**

- (a) Employees shall pick their work according to classification and seniority. The senior Union employee shall choose any work they are qualified to do in their driver classification, followed by the next senior employee and so on until all work is filled.
- (b) In addition to the classification of Coach Driver, there shall be two (2) further sub-classifications established to promote accessibility to charter work and to provide an opportunity to the employees to become trained on coach equipment as follows:

- (i) Regular Coach Drivers shall be defined as an employee who is classified as a Coach Driver but also operates coach and is eligible for all the provisions of the Article dealing with charters (Article 24). For the purposes of choosing coach work, accrued seniority from entry level date they qualified on coach, subject to Article 24.01.
- (ii) Casual Coach Drivers shall be defined as an employee who is classified as a Coach Driver who the Company may utilize for short range work, within a distance of no more than seven hundred fifty (750) kilometres by road from the Driver's home base. Seniority will not apply and a list shall be made up by the Company as to which employees are classified as Coach Drivers and these employees shall remain in this classification for a probationary period of six (6) months during which the Company can assess the ability of those on the list to carry out all the duties and responsibilities of this sub-classification and the Company may, due to its assessment, disqualify the employee from becoming a Casual Coach Driver.
- (c) The Company agrees that shifts will not be made up by coupling day work with night work except when no other work is available to couple together.
- (d) The Company agrees that in the event that additional work or shifts become available or when a vacancy exists or if runs or shifts are curtailed, a new sign-up will immediately be posted in order that the employees may have ample opportunity to pick the available work, according to seniority.
- (e) A new sign-up shall take place of all available work at least bi-annually.
- (f) Drivers may trade days with no penalty to the Company, provided that the Company is notified in writing forty-eight (48) hours in advance. This does not include an entire sheet trade.
- (g) Shop employees shall not be used as Drivers when other Drivers are available.
- (h) A weekly work schedule, including casual work, shall be posted in the Driver's Room at each location, as well as emailed to all employees, on the Thursday prior to Sunday commencement of schedule.

## **12.02 Work Definitions**

Regular work will be defined as work that is regularly scheduled and longer than three (3) months in duration. In addition, work following a regular schedule repeating on a weekly basis, and operating wholly within the respective location will become regular work if:

1. The work is known to be of a duration longer than three (3) months at the time the work is awarded.
2. The work began as Charter work and has exceeded three (3) months in duration.

All of the above work may become part of the regular sign-up process.

The Company will attempt to maximize the number of full-time [forty (40) hour/week] positions from the available work (excluding Industrial Work as per Letter of Understanding #1).

Charter work is defined as transportation provided at the request of a third (3<sup>rd</sup>) party for the exclusive use of a bus or van for a negotiated price.

- (i) Standby for possible diversions - except that if a Driver actually works a diversion, the overtime provisions of Article 21.01 (a) shall apply from time of the Drivers check in for the work.
- (ii) Seasonal Charters/Community Events

## **ARTICLE 13 CHOICE OF ADDITIONAL WORK**

### **13.01 Regular Company Employees**

Provided that the work does not conflict with the work that each full time employee signed up for, as provided in Article 12.01 (a); and

Provided the Company can cover the work, regular company employees shall have first choice, according to seniority, of all additional work, subject to the charter rotation, overtime list, charter seniority and Article 24.09 as provided hereinafter in this Agreement, before casual employees are called in provided that such first choice does not result in overtime being paid to the regular employee.

If overtime must be paid, the regular Company employee shall be offered this overtime before casual employees.

Supervisory staff shall only be used when there are no qualified Union members available.

In the event a shift is known to be vacated for any reason (except termination) for at least five (5) working days, the said shift shall be made available for sign up by all qualified junior employees for the period of the absence, provided there is no impact with respect to days off to the Company regarding weekly or bi-weekly guarantees or overtime to any employee affected by this sign-up and the same shall apply in reverse when the employee returns to their work.

## **ARTICLE 14 CLOTHING**

### **14.01 Work Boots**

All full-time Maintenance Techs, Shop, Servicemen and Industrial Bus and Coach Drivers required to wear safety boots shall receive up to a maximum of two hundred and fifty dollars (\$250.00) (receipts required) for the purchase of a pair of work boots, which meet WorkSafe BC requirements.

Should the employee's boots be damaged, on proof of need being made to the Company, an additional two hundred and fifty dollars (\$250.00) payment will be made to enable the employee to purchase an additional pair of boots (receipts required).

## **Shop Employees**

All full-time shop employees will receive the following after the four hundred eighty (480) hour probationary period:

- (a) One (1) complete set of rain gear, replaced on proof of need.
- (b) One (1) pair of rain boots per year, replaced on proof of need.
- (c) One (1) pair of winter boots per year, replaced on proof of need.

## **Uniforms**

Drivers have a choice between the regulation uniform long or short-sleeve shirts. When wearing long-sleeve shirts, cuffs and collars will be buttoned and regulation uniform ties will be properly worn. When short-sleeve shirts are worn the first button of shirt collar may be opened and ties will not be required. Any T-shirt type item worn under the uniform shirt must be of a short-sleeve style.

The Company shall pay to each regular full-time employee in possession of their uniform entitlement twenty-four dollars (\$24.00) per month to defray the cost of cleaning same.

## **14.02 Full Time Drivers**

Full-time Drivers who have completed the four hundred eighty (480) hour probationary period will have one hundred percent (100%) of the cost paid by the Company for the following:

- (a) Trousers (replaced annually).
  - i. Notwithstanding 14.02, the trousers in (a) are employee provided. They are to be a dark colour cargo or denim pant in good repair. Sweat pants and track pants are not acceptable. The Employer will reimburse up to two hundred dollars (\$200.00) per year upon proof of receipt.
- (b) Four (4) shirts at the time of becoming a Regular Full Time Driver (replaced upon proof of need).
- (c) If a cap is worn it must be a Company supplied baseball style cap, supplied on request up to once per year.
- (d) One (1) six-in-one jacket to regular full-time drivers, shop employees and casual employees who have completed their probationary period. The jacket will be replaced upon proof of need. An employee may at their option choose a three quarter ( $\frac{3}{4}$ ) length coat in the place of, not in addition to, the regular coat supplied by the Company. An employee choosing such shall pay the difference in cost between the regular coat and the three ( $\frac{3}{4}$ ) length coat.
- (e) Drivers who are required to chain their tires shall be provided coveralls.
- (f) Having been provided the Company issue uniforms and jacket, the Driver may not substitute any portion of the clothing provided without the permission of the Company.

- (g) The Parties agree to creating a Uniform Committee. The Employer will supply an approved selection of clothing for the Committee to choose from. Selection choices will be submitted to the Employer for purchase.

### **14.03 Full Time Employees Working the Airport Run**

Full-time employees who work the airport run will receive the following:

- (a) One (1) pair of leather gloves, replaced on need.
- (b) One (1) pair of knee pads, replaced on need.
- (c) One (1) complete set of rain gear, replaced on need.

## **ARTICLE 15 STATUTORY HOLIDAYS**

### **15.01 Statutory Holidays**

Statutory Holiday pay shall be paid as per the following for all Regular Full-time employees. Holidays shall be deemed to mean:

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

and any other day declared or proclaimed as a general holiday by the Provincial Government; or days in lieu of these days as designated by the Provincial or Federal Governments.

- (a) All employees shall receive their regular day's pay for each of the holidays named above, except where it is an employee's day to work and they book off. Where more than one wage rate exists within the eligibility period, the wage rate shall be calculated by dividing the regular wages earned throughout the eligibility period by the number of hours worked in the same eligibility period.
- (b) Provided an employee is entitled to Statutory Holiday pay for that specific holiday an employee who works on a Statutory Holiday shall be paid time and one half (1.5) the first eleven (11) hours and double time for any time worked over eleven (11) hours.
- (c) An employee is entitled to Statutory Holiday pay provided they are at work on their last scheduled day of work prior to the holiday or at work the next scheduled working day after the Statutory Holiday (excluding annual vacation, wherein the employee's entitlement shall be protected). Scheduled working day means the employee's scheduled working day (applies to full-time employees). Employees concluding a Medical leave and returning to active duty prior to the statutory holiday shall be paid the statutory holiday.

- (d) An employee who works on a Statutory Holiday shall be paid in accordance to (b) above. In addition to this, they shall have the choice of taking a day off with pay, at straight time, in lieu of being paid for the Statutory Holiday. The employee must advise the Company that the Statutory Holiday is not to be paid but saved for a future date.

The employee must advise the Company in the pay period that the Statutory Holiday falls. This applies to regular employees only. All banked Statutory Holidays shall be taken or paid during the period of December 1 to November 30 of the following year.

- (e) The Company shall, two (2) weeks prior to the Statutory Holiday, post a sign-up sheet for all regular work. The sign-up shall be closed at 4:00 p.m. four (4) days prior to the holiday and shall be signed according to seniority. If the employees who normally work on that day do not sign-up for all available work and the regular full-time employees by seniority have not signed for this work, the Company shall allocate the work to the employees by reverse seniority who normally would work on that day if no casual employees are available to perform the work.

## **ARTICLE 16 PROMOTIONS IN AND OUT OF SCOPE POSITIONS**

### **16.01 Out of Scope Positions**

- (a) Out of Scope Positions - Posted bulletins will advertise all openings within the Company and all employees shall be given the opportunity to apply for such openings. Promotions to these positions that are outside of the Bargaining Unit where an employee is successful, shall have their seniority protected in their former job classifications for three (3) months provided they maintain their standing as a Union member.
- (b) In Scope Classifications - Promotions shall be according to seniority and qualifications within the Bargaining Unit. Qualifications being equal, the senior applicant shall be appointed. Bulletins will advertise all openings as per (a) above. Should an employee prove unsuccessful in the new position, they shall be permitted to return to their former position and shall therefore maintain their seniority in that classification for the trial period of three (3) months.

## **ARTICLE 17 SENIORITY ROSTERS**

### **17.01 Seniority Rosters**

- (a) Immediately upon the signing of this Agreement, the Company agrees to post seniority rosters showing the seniority standing of all employees covered by this Agreement, each within their own classification, on bulletin boards accessible to all employees, with a separate roster for Regular Coach Drivers. All discrepancy concerns regarding seniority rosters, must be in writing and delivered to the Company and the Union within thirty (30) days following the posting of such



rosters and thereafter such roster shall stand as correct, indisputable errors accepted.

- (b) In the event that two (2) or more employees are hired on the same day, the company will maintain records as to the date and time the employees were hired.

## **ARTICLE 18    ROTATION OF OVERTIME**

### **18.01    Rotation of Overtime**

Overtime shall be allocated among all interested employees who are on the seniority list, on a fair and equitable basis, in each classification. Employees interested in working overtime shall sign their names on a sheet provided by the Company for this purpose.

## **ARTICLE 19    ROOM RENT**

### **19.01    Layover Points**

Company employees will be provided with suitable rooms at layover points away from their home terminals.

### **19.02    Separate Accommodation when on Layover**

Upon request, employees shall be provided with separate accommodation when required to layover. A sleeping room provided on a ferry shall be included in the definition of accommodation.

## **ARTICLE 20    HOURS OF WORK**

### **20.01    Hours of Work**

- (a) The minimum for all full-time Operators and Garage employees shall be forty (40) hours per week with two (2) days off per week which shall be designated on the bid sheets when posted for signing.

The minimum for all full-time Spare Board Drivers shall be eighty (80) hours bi-weekly pay with entitlement to three (3) days off each two (2) week period (Industrial work LOU #3).

- (b) All report times to the shop for all work will be posted, in addition to the leave garage time for each run. Changes to the schedule will be communicated in a timely manner.
- (c) It is understood that except for Spare Board Drivers, any overtime shall not count to an employee's weekly guarantee except in the case where a guarantee would be paid.
- (d) A three and a half (3 ½) hour call out will be paid for any work between 11:30 p.m. and 6:00 a.m.

## **ARTICLE 21    OVERTIME**

### **21.01    Overtime Rates**

Overtime at the rate of time and one half (1.5) the regular rates shall be paid for all work performed as follows:

- (a) After forty (40) hours in any one (1) week, an employee shall be paid at time and one half (1.5) the hourly rates.
- (b) An employee shall be paid time and one half (1.5) of regular rates on an employee's scheduled day off and the minimum pay shall be the equivalent of four (4) hours at straight rates.
- (c) For any work in addition to regular assignment, minimum pay two (2) hours at straight time.
- (d) It is agreed that overtime is voluntary, however, if service is not able to be provided because no qualified volunteers are forthcoming, the Company may allocate the overtime by forcing employees to work in reverse order of seniority.
- (e) Overtime, at the option of the regular full-time employee only, may be banked in lieu of pay, to be taken off as full days, subject to service requirements. If overtime is not taken by December 1<sup>st</sup> in each year, the accumulated amount is to be paid at the rate earned on the next pay in December.
- (f) All charter work shall be at straight time rates of pay except for charters on Statutory Holidays which shall be paid at time and one half. The Company agrees with the concept of an employee who starts a piece of work shall not be replaced by a casual to save overtime.
- (g) It is mutually agreed that Article 20.01 (d) shall not apply to charters in Prince Rupert dealing with Via Rail, BC Ferries and the Alaska State Ferry.

### **21.02    On-Call (Maintenance Technicians)**

Maintenance Technicians (Journey person) may be assigned weekly on-call duties. Technicians will sign voluntarily for the call roster on the basis of seniority. Any gaps in the call roster will be filled by reverse order of seniority, provided that no one employee serves two (2) consecutive weeks of on call without their consent.

Maintenance Technicians on-call will receive a premium of \$2.00 an hour for all hours on-call except for:

- a) Hours worked in their normal schedule.

Such hours will be paid at the regular rate of pay inclusive of applicable premiums pursuant to Article 23 – Wage Grid & Premiums.

A call-back while an employee is on-call that exceeds overtime thresholds pursuant to Article 21 - Overtime will be paid at the applicable overtime rate for the duration of the work performed. Premiums pursuant to Article 23 – Wage Grid & Premiums, will apply.

**ARTICLE 22    REPORTING TIME AND BOOKING OFF TIME**

**22.01    Pre-Trip Inspection and Reporting Time**

- (a) In addition to the scheduled daily running time in each run, and provided a Driver is not required to change equipment during a split, each Driver shall be paid an additional fifteen (15) minutes on a once a day only basis in order that they may perform a pre-trip inspection of the equipment they are to drive. Transit Drivers relieving a Driver during a run on the road, shall not receive any pre-trip inspection time. For Coach Charters the pre-trip will be thirty (30) minutes.
- (b) A Driver reporting late shall have the time late deducted from their pre-trip inspection time, and may at the Company's option, have their shift reassigned.
- (c) All report times to the shop for regular work and all other work, when possible, will be posted in addition to the departure times for each run.
- (d) The Company will advise Drivers at least one (1) hour before any run cancellation. Should the Driver not be notified as above, they will be entitled to a one (1) hour call out.

**ARTICLE 23    WAGES**

**23.01    Wage Grid and Premiums**

Classification	1-Apr-24 6%		1-Apr-25 3.75%		1-Apr-26 3.25%		1-Apr-27 3.25%	
	Start	9 Mths	Start	9 Mths	Start	9 Mths	Start	9 Mths
HIGHWAY EQUIPMENT	27.35	30.06	28.37	31.19	29.30	32.20	30.25	33.25
SCHOOL BUS/BB/SHUTTLE	24.96	28.39	25.90	29.45	26.74	30.41	27.61	31.40
***MECHANIC	44.62	47.31	46.29	49.08	47.79	50.68	49.35	52.32
UTILITY PERSON	17.32	22.25	17.97	23.08	18.55	23.83	19.16	24.61

- Utility Person ... Class 5 + Air \$1.00
- Maintenance Techs with Motor Vehicle Inspection \*\*\* \$2.00
- Industrial Work Premium \$6.00
- Trainer/Line Trainer Rate (when training another driver) \$2.00
- Charter Marshall \$1.00
- Lead Hand Tech \$2.00
- Forty cents (40¢) per hour in lieu of benefits for Casual Employees.

\*\*\* Journeymen Maintenance Techs who are qualified and holding certification for inspections of air brake equipped commercial transport vehicles shall receive a premium of two dollars (\$2.00) per hour for the air brake equipped commercial transport vehicle inspection certification.

Casual employees, when hired, shall be paid the starting rate (outlined in Article 23) of the Classification they are working in.

Upon working seven hundred fifty (750) hours a casual employee shall immediately be paid the nine (9) month rate.

Utility Person: The current classification of Coach Cleaner/Garage Helper is changed to Utility Person. The Utility Person duties include, but are not to be limited to, all current duties of the Coach Cleaner/Garage Helper plus or including the following:

- Fueling;
- Pre-trip bus;
- General cleaning of the site and/or Company buildings (janitorial duties);
- Exterior washing;
- Interior cleaning;
- Moving equipment as required;
- Any reasonable related duties assigned by a Supervisor.

This classification will require two (2) levels of Utility Person, one position with the necessary driver's license (currently Class 5 with Air) and one unlicensed position. The licensed position will receive a premium of \$1.00.

## **23.02 CUPE Multi-Sector Pension Plan**

### **(a) CUPE Multi-Sector Pension Plan**

"Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means all employees in the Bargaining Unit who have completed their probationary period.

### **(b) Each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.**

- (i) Commencing March 31, 2018 each Eligible Employee shall contribute for each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.

- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Parties acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the Parties.

It is understood and agreed by the Parties that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 23.02 (e) of the Agreement are:

(i) To Be Provided Once Only at Plan Commencement

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

(ii) To Be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To Be Provided Initially and As Status Changes
  - Full address
  - Termination date when applicable (MM/DD/YY)
  - Martial Status
- (iv) To be Provided Annually but no later than December 1
  - Current complete address listing

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- (f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

### **23.03 Payment of Wages**

- (a) Payment of wages shall be on a bi-weekly basis with every second Friday being pay day. Any alteration of time slips shall be brought to the attention of the employee affected.
- (b) Apprentice Maintenance Techs: Shall be paid as per the Provincial program for apprentices.

Upon presentation of a receipt, each Apprentice shall have their tuition paid by the Company for school term while proceeding through the apprenticeship program in their second (2<sup>nd</sup>), third (3<sup>rd</sup>), and fourth (4<sup>th</sup>) years only.

- (c) The minimum pay for any piece of work shall be two (2) hours at regular rates, provided however, this provision will not apply if two (2) pieces of work can be coupled. Runs that are separated by thirty (30) minutes or less, may be coupled, provided that they are paid straight through and are subject to the overtime provisions of this Agreement. Coupling of thirty (30) minutes will be applied throughout all locations. Any work that is coupled shall be paid a minimum of three (3) hours.
- (d) Coach Drivers shall receive during their six (6) month probationary period, the applicable rate for coach equipment.
- (e) An employee will receive sixty percent (60%) of the regular rate for training. However, employees receiving training outside revenue service, at the request of the Company, shall receive seventy percent (70%) of their normal rate should they participate in said voluntary training. Should the Company require an employee to attend training outside their normal hours, the employee shall receive their normal rate of pay. It is understood that training or meetings held according to this Article are not intended to reduce an employees' normal earnings. If the training or meeting does affect the employees' normal earnings they will be paid at their regular rate, regardless of whether the Company requested, or required, the training or meeting.

- (f) Travel to be at straight time when an employee is not dead heading or cushioning.
- (g) When an employee is required to do a task that is at a lower rate of pay than their classification, the employee will be paid at their higher rate. If an employee is required to do a task that is at a higher rate of pay, the employee shall be paid the higher rate.
- (h) When an employee is required to make out an accident report they shall be paid their regular rate of pay for the time it takes to complete same, provided, that no disciplinary action is taken towards the employee as a result of the accident.
- (i) Any personal tools broken on the job by Maintenance Techs shall be replaced with an equivalent, on authorization by the Company, provided, that such breakage did not occur as a result of negligence. The replaced tool will become the property of the Company. Maintenance Techs and Apprentice Maintenance Techs shall have made available to them a tool allowance of seventy-five (\$75.00) per month. This amount will accrue on a monthly basis and the employee may either draw on the account to purchase a tool or the Company may purchase the tool for the employee. If an employee leaves or is terminated, any balance in their account shall accrue to the Company.
- (j) If a person pays rental fee to the Company to obtain their license and is hired by the Company within one (1) month, the rental up to a maximum of two (2) rentals shall be reimbursed by the Company.
- (k) Call-ins: If an employee is called in by the Company outside their normal working hours, for an interview for any purpose other than completing an accident report, they shall be paid at straight time rates for the time of such an interview.
- (l) Drivers attending Company mandated training and/or safety meetings on their regular work day, will be paid at the hourly rate for all time in attendance with a minimum of one hour pay. Drivers attending Company meetings, as outlined above, on a day off will be paid for all time in attendance with a minimum of two (2) hours pay. The Company will attempt to coordinate training sessions with the start or finish of an employee's work assignment.

## **ARTICLE 24    CHARTERS**

### **24.01    Charter Rotation Lists**

Company buses on special or charter trips five (5) days or under will be manned by Drivers on a rotation basis. Trips over five (5) days duration will also be manned by Drivers on a rotation basis, according to a separate rotation list. If a Driver cannot be found to perform the work from the sign up lists, the Company will assign the work to a casual employee.

## **24.02 Charters Under Twenty-four Hours**

On charter trips returning to the starting point within twenty-four (24) hours, actual hours on the going and return trips shall be allowed, plus actual lay-over time which shall not exceed eight (8) hours.

- (i) In addition to the above, should a charter be in excess of eight (8) hours and return to the starting point within that twenty-four (24) hour period, the Driver shall be entitled to a meal after eight (8) hours and a further meal will be allowed after sixteen (16) hours.

## **24.03 Charters Over Twenty-four Hours**

On charter trips which do not return to the starting point within twenty-four (24) hours, actual driving time shall be allowed on the first day, and a minimum of eight (8) hours and a maximum of thirteen (13) hours for each succeeding day, except the last, unless on any such day the actual driving time exceeds eight (8) hours, in which event the maximum will not apply. The last day, actual hours will be allowed if the trip is completed before 2:00 p.m. with a minimum of eight (8) hours if completed after. On such trips, Drivers shall be reimbursed for necessary meals, not to exceed twenty-five dollars (\$25.00) per meal. Meals will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.

## **24.04 Charter Trips with Coach Equipment Under Twenty-four Hours**

On Charter trips with coach equipment a Driver will be paid the appropriate hourly rate and premiums.

## **24.05 Charter Trips with Coach Equipment Over Twenty-four Hours**

On Charter trips with coach equipment Driver will be paid the appropriate hourly rate and premiums.

## **24.06 Charter Board for Extra Work**

Charter Board for Extra Work: all full-time Drivers wishing to drive charter work on their day off or after regular assignment, on a voluntary basis, may sign on a charter Board List in their own area. Work will be assigned to available and qualified Drivers on a rotation basis in April and September of each year. Any employee signing for the Charter rotation who was not on the immediately previous list shall be added to the list in seniority order, the rotation will continue from the point it was at when the sign up occurred. The Charter List shall be posted on the Drivers' bulletin board.

At the end of each full rotation of the list, one charter of five (5) days or less will be available to a casual employee. This applies to Coach equipment only and is intended to keep the skills of employees current.



## **Charters by Location**

It is hereby mutually agreed that the principle of charters being pulled by the Drivers from the nearest location the charter originates is preferable. It is further understood that this is subject to the Company's ability to perform the work required in each location and subject to the equipment requested for the specific charter. If such is the case, Drivers and equipment from another location may be utilized.

### **24.07 Expense Money**

Expense money for charters one (1) day and over (one (1) day to mean a twenty-four (24) hour period) will be reimbursed as per Collective Agreement.

### **24.08 Charters Requiring Special Knowledge or Skills**

In the event a charter is destined for an area for which special knowledge or skills are required, the Company may assign the charter to the senior Driver so qualified.

It is agreed that the intent of this Article is not to routinely circumvent the seniority provision of the Collective Agreement, and it is further agreed that any application of this Article will only occur after agreement is reached with the Union. Such agreement will not be unreasonably withheld.

## **ARTICLE 25 EMPLOYEE DEFINITIONS**

Employees: Unless otherwise stated, a regular employee is one who has completed the required four hundred eighty (480) hours probation period and has the ability to sign work on an ongoing basis, and who is entitled to all provisions of the Collective Agreement.

- (i) Regular Full-time is defined as having the ability to sign work of forty (40) hours per week.
- (ii) Spare Board Driver is defined as having a guarantee of eighty (80) hours per two (2) week period and as otherwise stipulated within the Collective Agreement (See Industrial Work LOU #3).
- (iii) Casual Employee is defined as a person who is provided work on a day to day basis due to insufficient permanent hours to create a full-time position.
- (iv) Number of Casuals: It is not the Company's intent to increase the number of casuals or relief Drivers beyond the purposes of this Article. It is agreed that should the Union feel the numbers of casuals or relief Drivers are expanding unnecessarily, they will raise the issue with the Company, and if no agreement can be reached, the provisions of Article 6 can be implemented.

## **ARTICLE 26    CASUAL EMPLOYEES**

### **26.01    Classifications**

Casual Employees: There are two (2) classifications of casuals; one earns seniority according to Article 26.06 and is classified as a "casual". The second classification; "relief" Drivers do not earn seniority as per Article 26.06.

A casual hired in this capacity is entitled to those rights of the Collective Agreement, excluding 9.01(a)-(n), 11.02, 12, 13, 14.01, 14.02, 14.04, 14.05, 15, 17, 18, 20, 23.02, 24.01 and those rights to which they are entitled by virtue of Provincial Government statutes.

### **26.02    Relief Driver**

A Relief Driver is a casual employee holding other employment outside FirstCanada INC., and as such are only available when the Companies requirements do not conflict with their other job. It is intended that Relief Drivers will be used only to fill in on an as needed basis, for short term, immediate operational needs.

- (i) Relief Drivers only have rights under this Agreement as outlined in Article 6, (grievance procedure), 10.01(j), 23.01, 26.08, 26.09 and those benefits to which they are entitled by virtue of Provincial Government statutes.
- (ii) A Relief will, upon their availability to FirstCanada INC., be allowed upon the casual list so long as there is a spot available.
- (iii) Relief Drivers who become available for additional work with FirstCanada INC. must express their desire to move to the casual list, in writing.
- (iv) Should a casual wish to move to the Relief Driver list, they may do so, as long as there is a Relief Driver or other person available to fill their casual position.
- (v) The Union will be notified of all changes to either casual list, by the Company, in writing.
- (vi) A Relief Driver moving to casual shall earn seniority for the purposes of Article 26.05 from the date they become casual.
- (vii) Relief Drivers will only be used when no casuals are available.

### **26.03    Priority**

The priority for all work assignments to casuals will be, regular casual followed by relief, unless otherwise agreed with the Union.

- (i) Work assigned to regular casuals will be distributed on a fair and equitable basis.
- (ii) Work of five (5) days and over shall be assigned to regular casuals on a seniority basis.

### **26.04    Other Circumstances**

It is understood that there may be circumstances that arise that do not fit into the above classifications exactly as written. In such circumstances, the Parties will meet and attempt to reach an agreement as to how to apply this Article. If no agreement can be reached this Article will be applied as it is currently written.

## **26.05 Casual Seniority**

It is agreed that Casual employees shall accrue seniority only for the purpose of promotion to regular full-time positions within the Company and only on the location where the seniority was accrued. This seniority, as a Casual, shall be determined by their continuous age in the service from their date of hire as a Casual employee.

## **26.06 Casual Promotion**

It is agreed that Casual employees who have successfully completed their probationary period outlined in 26.07 below, will, qualifications being equal, by seniority, be promoted into Regular Full-time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that the Regular Full-time employees applying for the same positions will be selected for these posted positions before any Casual employee who has applied.

## **26.07 Casual Probationary Period**

All Casual employees' who are entitled to accrue seniority, as per 26.06 above, will be subject to a nine (9) month, or four hundred eighty (480) hours, whichever is less, probationary period, to enable the Company to properly assess their abilities to carry out the duties assigned to them.

## **26.08 Casual and Statutory Holiday Pay**

Casual employees' entitlement to Statutory Holiday pay shall be governed by the Employment Standards Act of BC (The Statutory Holidays are outlined in Article 15). A Casual employee working on a Statutory Holiday shall be paid as per the Employment Standards Act.

## **26.09 Recall Rights**

Casual employees are not subject to the recall rights outlined in Article 11 of this Agreement.

## **26.10 Casual Employees Who are Promoted and Vacation Pay**

Casual employees promoted to regular full time shall accrue vacation at a rate not less than they were receiving as a casual however qualification for their next increment and subsequent increments shall be calculated from the date of promotion.

## **ARTICLE 27 EMPLOYEE TRAINING**

The Company will maintain a list of employees that want to be trained on other equipment than that to which they are regularly assigned.

Employees interested in such training will express their interest in writing to the Company to be added to the list. Such training shall be offered in seniority order to those employees who have expressed their interest on this list.

When training is scheduled, employees from this list shall be notified not less than one (1) week in advance of the date, time, and location, of the training.

This language is separate and apart from any "Training" language contained in "Industrial Work Letter of Understanding #3".

## **ARTICLE 28 HEALTH AND SAFETY COMMITTEE**

The Parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure, as per WorkSafe Regulation. The Joint Occupational Health and Safety Committee will be established and operated as outlined below:

- (i) Union representatives shall be employees at the workplace appointed by the Union; the Employer representatives shall be appointed by the Employer.
- (ii) The committee will function in accordance with the WorkSafeBC requirements and Occupational Health and Safety Regulation and will participate in developing a program to reduce the risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (iii) Employees who are representatives of the committee shall not suffer any loss of basic pay for the time attending a committee meeting.
- (iv) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.
- (v) The Parties agree that safety is everyone's responsibility. The Employer will provide a safe work environment, and it is the employee's responsibility to work safely. All employees should report safety concerns and issues to their Supervisor and Union representative immediately upon them being discovered.

## **STRUCTURE OF THE JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

1. The Joint Occupational Health and Safety committee shall consist of four (4) members. There shall be two (2) CUPE members selected by the Union and two (2) members selected by the Employer.
2. There shall be two (2) Chairpersons, one (1) from the Employer and one (1) from the Union members, appointed for a definite period [twelve (12) months] who shall alternate the Chair at meetings.
3. A Co-Chairperson may, with the consent and approval from their counterpart, invite an additional person(s) to attend the meeting to provide additional information and comment but they shall not participate in the regular business of the meeting.

4. Each Occupational Health and Safety member and their alternate will receive a minimum of eight (8) hours paid education leave annually. As training may not always be available in the area, WorkSafeBC will be contacted in order to obtain appropriate training for committee members.
5. Both Parties must agree to the training course(s) being received; if there is a disagreement, the Parties may choose to either have a WorkSafeBC Representative resolve the issue, or receive their training separately, as long as it meets the requirements and WorkSafeBC approval.
6. Any disputes on the structure and operation of the Joint Occupational Health and Safety Committee will be resolved through the Joint Labour Management Committee.

**ARTICLE 29 HOUSEKEEPING**

**29.01 Co-operation**

The Parties agree to address housekeeping changes, including creating language that is gender neutral.

**29.02 Definition**

Housekeeping is defined as names, terms, numbers, and definitions that do not result in any change to the terms or conditions of the new Collective Agreement.

Signed this 17<sup>th</sup> day of October, 2024.

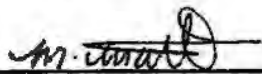
For the Company:


  
 \_\_\_\_\_  
 Paul LeBlanc, General Manager

  
 \_\_\_\_\_  
 Rob Caswell, Director of Human Resources

  
 \_\_\_\_\_  
 Taylor Hogg, Manager Talent & HR Operations

For the Union:

  
 \_\_\_\_\_  
 Mark Martin, President

  
 \_\_\_\_\_  
 Dan Stenson, Vice-President

  
 \_\_\_\_\_  
 Mike Cameron, Lead Shop Steward

## **LETTER OF UNDERSTANDING NO. 1**

between  
FIRSTCANADA INC.  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 113

### **Re: Industrial Work**

Industrial work shall be defined as work being done for specific contractors working on large industrial projects. For example: Rio Tinto Alcan Modernization Project. Industrial work is separate from Charter work and Article 12.02 of the Collective Agreement does not apply.

When the Company has received a contract for an industrial project there shall be an Industrial Project Pool created for the specific project. Whenever possible these positions shall consist of between seventy-five (75) to one hundred (100) hours in each two (2) week period without attracting overtime pay. The remaining hours will be filled by casual employees. Employees with current Company seniority shall have priority of the positions with greater hours.

New employees hired for the term of the industrial work project shall be informed in writing with a copy to the Union of the start and end dates of their appointment at the time of hiring. Existing employees choosing to be on the Industrial Project Pool shall return to their previous positions at the termination of the contract.

Seniority for existing employees who work in these positions shall continue to accrue during the period of time they work on the industrial project. Existing employees shall have all Health and Welfare Benefits of the Collective Agreement for the duration of the industrial work provided they maintain the necessary full-time hours.

New Employees hired for these projects shall gain seniority on the same basis as casual employees. Employees hired for the specific project may be used for other work if all other employees in that base have turned down the available Regular/Charter work or if the use of other employees creates an overtime situation. Furthermore, when insufficient 'Pool' Drivers exist, employees outside the 'Pool' may be used for work defined under the LOU and it will be classified as charter work.

Qualified existing employees expressing their interest in working on the specific project shall be chosen by the following:

- 1) Seniority from the base geographically closest to the industrial project.
- 2) Company seniority.

Qualified existing employees include laid off employees with recall rights.

Employees expressing an interest, in writing, to be trained for the project.

Employees who are employed by the Company at the date of Union Ratification wishing to be trained shall indicate their desire to be trained in writing to the Company prior to June 30<sup>th</sup> annually. The Company shall endeavor to train as needed, all those who provide such written notice.

New employees hired for these projects shall receive one dollar and fifty cents (\$1.50) per hour in lieu of benefits and pension. Full-time Drivers currently enrolled on the benefit plan will maintain coverage while on the industrial project.

Vacation pay shall be paid on every cheque and be administered as per Article 10.

Statutory Holidays shall apply as per Article 15.

All other terms and conditions pertaining to work for industrial contractors shall be covered with Letters of Understanding on a project by project basis.

The Parties agree that within twelve (12) months of the commencement of an industrial project they will meet to review the terms of this Letter of Understanding. Either Party shall make the request to meet with not less than fourteen (14) days notice to the other.

Signed this 17<sup>th</sup> day of October, 2024.

For the Company:



Paul LeBlanc, General Manager

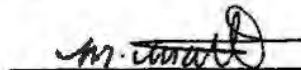


Rob Caswell, Director of Human Resources



Taylor Hogg, Manager Talent & HR Operations

For the Union:



Mark Martin, President



Dan Stenson, Vice-President



Mike Cameron, Lead Shop Steward

**LETTER OF UNDERSTANDING NO. 2**

between  
FIRSTCANADA INC.  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 113

**Re: School Bus and Transit**

The Parties agree that should FirstCanada INC. be successful in attaining the contract for school busing within the Coast Mountain School District, and/or Transit contracts, the certification for CUPE 113 will apply.

The Parties also agree to meet and negotiate any terms and conditions not addressed in the current Collective Agreement.

Signed this 17<sup>th</sup> day of October, 2024.

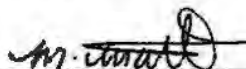
For the Company:


  
\_\_\_\_\_  
Paul LeBlanc, General Manager

  
\_\_\_\_\_  
Rob Caswell, Director of Human Resources

  
\_\_\_\_\_  
Taylor Hogg, Manager Talent & HR Operations

For the Union:

  
\_\_\_\_\_  
Mark Martin, President

  
\_\_\_\_\_  
Dan Stenson, Vice-President

  
\_\_\_\_\_  
Mike Cameron, Lead Shop Steward



**LETTER OF UNDERSTANDING NO. 3**

(Amended February 14, 2020)

between

FIRSTCANADA INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**Re: LNG Canada Project**

Recognising that FirstCanada INC. has been awarded a contract to provide service for the LNG Canada project, the following will apply:

As per LOU #1 the Company is creating an Industrial Project Pool for this specific project. Whenever possible these positions shall consist of between seventy-five (75) to one hundred (100) hours in each two (2) week period, or one hundred and twenty (120) hours in a three (3) week period, without attracting overtime pay. The remaining hours will be filled by casual employees.

This pool will consist of camp-based positions, as well as, locally based positions. These positions will consist of five-day rotations and multi-day (ex. 7, 10, 14 days worked) rotations. The camp-based positions will have priority over the multi-day rotations and will be given to out-of-town Drivers first. Any remaining multi-day rotations, and the five-day rotations, will be available to the locally based Drivers. Upon choosing to enter this pool, locally-based employees will become full-time pool employees and are subject to the conditions outlined in this letter. Locally based pool Drivers working a five (5) day weekly rotation will be guaranteed a minimum of eighty (80) hours bi-weekly.

New employees hired for the term of this project shall be informed in writing, with a copy to the Union, of the start and approximate end dates of their appointment.

Upon the end of LNG employment, current employees will return to their former positions with FirstCanada as casuals. All employees will have an opportunity to sign for work during their bi-annual sign-up.

Seniority for existing employees who work in these positions shall continue to accrue during the industrial project.

Locally based employees shall have all Health and Welfare Benefits of the Collective Agreement provided they maintain the necessary full-time hours.

New Employees hired for these projects shall gain seniority on the same basis as casual employees. Employees hired for the specific project may be used for other work if all other employees in that base have turned down the available Regular/Charter work or if the use of other employees creates an overtime situation. Furthermore, when insufficient 'Pool' Drivers exist, employees outside the

'Pool' may be used for work defined under the LOU and will be paid according to Collective Agreement 23.03(g), including all applicable premiums.

Qualified existing employees expressing their interest in the LNG pool shall be chosen by the following:

- 1) Seniority from the base geographically closest to the industrial project.
- 2) Company Seniority.

Qualified existing employees include laid off employees with recall rights.

The Company shall endeavour to train as needed.

Specific procedures:

1. Employees hired for these projects shall receive pension and benefits as per Article 9 and Article 23.02 of the Collective Agreement. Full-Time Drivers currently enrolled on the benefit plan will maintain coverage while on this project.
2. Current employees' vacation pay shall be administered as per Article 10. All new hires shall have vacation accrual paid out on each pay period.
3. Statutory Holidays shall apply as per Article 15.
4. All pool participants must complete Drug and Alcohol testing as per Fluor policy. Any negative test (clean results) will be passed on to Fluor. Positive results will not be disclosed however the employee will not be allowed on-site.
5. Should Fluor determine an employee is no longer acceptable, the employee will be removed from the pool. New hires will be terminated. Current employees will revert to their previous position subject to the provisions of the Collective Agreement (Sign up process).
6. Employees are subject to all policies, procedures and training as mandated by Fluor or the Company.
7. All pool hours worked will be paid at the applicable rate as per Article 23.01, plus the Industrial Work premium of \$5.50 per hour.

Signed this 17<sup>th</sup> day of October, 2024.

For the Company:



Paul LeBlanc, General Manager

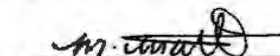


Rob Caswell, Director of Human Resources



Taylor Hogg, Manager Talent & HR Operations

For the Union:



Mark Martin, President



Dan Stenson, Vice-President



Mike Cameron, Lead Shop Steward

**LETTER OF UNDERSTANDING NO. 4**

(Amended February 11, 2020)

between

**FIRSTCANADA INC.**

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**RE: LNG Canada Project**

**FLY-IN CAMP BASED MAINTENANCE TECHS**

Recognising that FirstCanada Inc has been awarded a contract to provide service for the LNG Canada project, the following will apply:

As per LOU #1 the Company is creating an Industrial Project Pool for Maintenance Techs for this specific project. These positions are expected to consist of up to one hundred and twenty (120) hours in a three (3) week period, without attracting overtime pay.

This pool will consist of camp-based positions filled by fly-in maintenance techs (new employees). These positions will consist of multi-day rotations (ex.14 days on – 7 days off). Maintenance Techs working a three (3) week rotation (14 days on – 7 days off) will be guaranteed one-hundred and twenty (120) hours in the three (3) week period.

New maintenance techs hired for the term of this project shall be informed in writing, with a copy to the Union, of the start and approximate end dates of their appointment. Severance pay will not be applicable to any new maintenance techs entering the LNG Canada pool.

New maintenance techs hired for these projects shall gain seniority on the same basis as casual employees. Maintenance Techs hired for the specific project may be used for other work if all other maintenance techs in that base have turned down the available work.

Furthermore, when insufficient 'Pool' maintenance techs exist, maintenance techs outside the 'Pool' may be used for work defined under the LOU and will be paid according to the Collective Agreement, including all applicable premiums.

Specific procedures:

1. Camp based employees hired for these projects shall receive pension and benefit coverage as detailed in Article 9.01 and Article 23.02 of the Collective Agreement. All fly-in maintenance techs will receive pensions and benefits as per Article 9.01 and Article 23.02 of the Collective Agreement.
2. Statutory Holidays shall apply as per Article 15.
3. All pool participants must complete Drug and Alcohol testing as per Fluor policy. Any negative test (clean results) will be passed on to Fluor. Positive results will not be disclosed however, the maintenance techs will not be allowed on-site.
4. Should Fluor determine a mechanic is no longer acceptable, the employee will be removed from the pool. New hires will be terminated.

5. All maintenance techs are subject to all policies, procedures and training as mandated by Fluor or the Company.
6. All maintenance techs shall be paid at the Maintenance Techs rate contained in Article 23.01 plus a wage premium as follows:

Effective upon signing of this LOU – A premium of \$3.00 per hour;

Effective April 1, 2020 – An additional premium of \$1.00 per hour;

Effective April 1, 2021 – An additional premium of \$1.50 per hour.

This \$5.50 premium will be discontinued at the completion of FirstCanada’s participation in this industry project.

Signed this 17<sup>th</sup> day of October, 2024.

For the Company:



Paul LeBlanc, General Manager

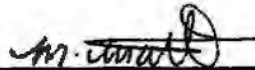


Rob Caswell, Director of Human Resources



Taylor Hogg, Manager Talent & HR Operations

For the Union:



Mark Martin, President



Dan Stenson, Vice-President



Mike Cameron, Lead Shop Steward

**LETTER OF UNDERSTANDING NO. 5**

(Amended February 11, 2020)

between

FIRSTCANADA INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**RE: Age 70+ Payment in Lieu of Benefits**

Whereas, the Parties have discussed benefits coverage issues for existing full-time employees over age 70;

Whereas, full-time employees under age 70 are eligible for Company Benefit Plan coverage; Whereas, the Parties recognize that such coverage is not applicable within the terms of the Company Benefit Plan to employees over age 70;

Whereas, the Parties have a mutual interest in addressing an alternative approach to have such employees transition from the Company Benefit Plan to their own Individual Benefit Plan;

THEREFORE, the Parties hereby mutually agree as follows:

1. Existing full-time employees over age 70 as of the date of signing of this Letter of Understanding, shall receive a payment in lieu of Company Benefit Plan coverage.  
Such payment in lieu shall be one dollar and seventy-five cents (\$1.75) per hour worked.  
This Letter of Understanding will only apply to a full-time employee hired by the Company before the signing date of this Letter of Understanding.  
Notwithstanding #2, a full-time benefits-eligible employee turning age 70 for the duration in which this Letter of Understanding applies shall be eligible for the one dollar and seventy-five cents (\$1.75) per hour worked in lieu of Company benefits coverage.
2. In lieu payments for existing employees to whom this Letter of Understanding will apply upon execution shall begin as of the first day of the first pay period after the signing of this Agreement.
3. In lieu payments for existing employees to whom this Letter of Understanding will apply upon turning age 70 shall begin as of the first day of the first pay period after the signing of this Agreement.
4. The terms of this Letter of Understanding are entered into on a without prejudice basis in consideration of CUPE Policy Grievance 2020-05-05 Policy. All such remedies related to this item within such grievance are considered resolved in full.
5. For greater clarity, this Letter of Understanding shall not apply to any new full time employees hired after the date of signing of this Letter of Understanding.

6. This Letter of Understanding will apply from the date of signing until March 30, 2028.

Signed this 17<sup>th</sup> day of October, 2024.

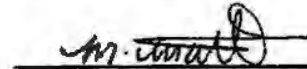
For the Company:


  
\_\_\_\_\_  
Paul LeBlanc, General Manager

  
\_\_\_\_\_  
Rob Caswell, Director of Human Resources

  
\_\_\_\_\_  
Taylor Hogg, Manager Talent & HR Operations

For the Union:

  
\_\_\_\_\_  
Mark Martin, President

  
\_\_\_\_\_  
Dan Stenson, Vice-President

  
\_\_\_\_\_  
Mike Cameron, Lead Shop Steward

**LETTER OF UNDERSTANDING NO. 6  
between**

**FIRSTCANADA INC.  
and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 113**

**RE: Ascot Resources**

The following work conditions will apply to the work performed for Ascot Resources:

- 1) Forty (40) hour guarantee per week, Monday to Thursday
- 2) Driver will receive a fifty-dollar (\$50.00) stipend for overnight stays.
- 3) Accommodations will be provided.
- 4) Meals will be provided by Ascot Resources.

This Letter of Understanding will be reviewed yearly.

Signed this 17<sup>th</sup> day of October, 2024.

For the Company:



Paul LeBlanc, General Manager

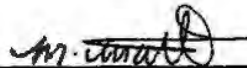


Rob Caswell, Director of Human Resources



Taylor Hogg, Manager Talent & HR Operations

For the Union:



Mark Martin, President



Dan Stenson, Vice-President



Mike Cameron, Lead Shop Steward

## APPENDIX A

The Employer proposes a new Letter of Understanding to:

- 1) Place the construct of the Bullying & Harassment (B&H) Committee as a sub-committee under the Joint Occupational Health & Safety Committee (JOHSC) for recommendations on the composition, terms, authority, and processes of the B&H Committee, with reference given to Employer policy and Collective Agreement Language; and
- 2) Charge the JOHSC to create recommendations on language to satisfy the Parties related to Union proposals on Articles 5.02, 5.03, and 5.04.

The foregoing recommendations would be tendered to the Union and Employer and final terms would be subject to the negotiations of a post-ratification letter of understanding to amend the collective agreement. Accordingly, the Parties agree to remove Appendix A from the collective agreement.

Signed this 17<sup>th</sup> day of October, 2024.

For the Company:



Paul LeBlanc, General Manager

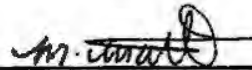


Rob Caswell, Director of Human Resources



Taylor Hogg, Manager Talent & HR Operations

For the Union:



Mark Martin, President



Dan Stenson, Vice-President



Mike Cameron, Lead Shop Steward



