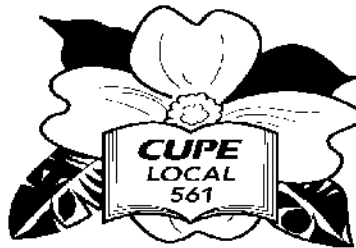


COLLECTIVE AGREEMENT

Between



And



Effective Date: April 1, 2020
Expiry Date: March 31, 2026

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**Collective Agreement
between
First Transit Canada Inc.**

“Employer”

**and
Canadian Union of Public Employees, Local 561**

“Union”

Together called the “Parties”)

1. Term

a) Duration

This Agreement shall be in effect from and including, April 1, 2020 to and including March 31, 2026 and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

b) Continuation Clause

Should either party give written notice to the other party in accordance with Article 1(a), this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

c) No Strike or Lockout

During the term of this Agreement there shall be no lockout by the Employer or any person acting on behalf of the Employer; nor shall there be any strike or withdrawal of services, on the part of the Union or any of the Employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the Employees within this unit be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C., and such Employee shall be deemed to be on unpaid leave.

2. Preamble

WHEREAS First Transit Canada Inc. is an “Employer” within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a “Trade Union”, recognized as CUPE Local 561 within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote co-operation and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations; to set forth herein the basic agreements and understandings covering rates of pay, hours of work, grievance procedures and conditions of employment;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;
NOW THEREFORE the parties agree with each other as follows:

3. Bargaining Committee

- a) The Employer shall appoint representatives to be known as "Company's Committee".
- b) It is agreed that up to three (3) authorized officers, executives or members of the bargaining unit authorized by the Union President shall be granted leave of absence to conduct union business, with pay, but not limited to workshops, seminars, conferences, and conventions, etc. Additional applications will be considered subject to operational requirements.
Such leaves of absences shall not affect the Employee's seniority and/or rights and benefits contained in this Collective Agreement.
The Employer shall bill the Union for such Employees at their regular rate of pay for time lost plus twenty five percent (25%) to cover the cost of benefits.
The Employer shall pay for up to two (2) members for five (5) days.
- c) It is agreed that each party shall notify the other, in writing, of the persons who are members of their respective Committees.

4. Definitions

a) Definition of Employee

Employee shall mean a person who is an employee as defined by the Labour Relations Code and must be a member in good standing of Local 561.

b) Gender

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

c) Probationary Employee

- (i) Each employee shall be on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Employer.
Drivers, following the completion of the in house training and route training period, which shall not exceed five (5) weeks, shall be placed on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Employer. Where an extension of the training period is required the Employer shall request such extension from the union, and the Union's consent shall not be unreasonably withheld.
- (ii) The probationary period may be extended a further period not exceeding four hundred and eighty (480) hours of actual work hours for cause and in such event the employee and the Union shall be notified in writing of such extension. The four hundred and eighty (480) hours as set out in C (i) above may be exceeded where an employee transfers during their probationary period in which case the employee shall serve a minimum probation period of three hundred (300) hours in the new "classification".
- (iii) It is agreed and understood that during an employee's probationary period, their transfer, layoff or dismissal shall be entirely at the discretion of the Employer and shall be subject to appeal through the grievance procedure. At the end of the four hundred and eighty (480) hour probationary period the Employee has to be fully trained. If the Employee is not fully trained after the four hundred and eighty (480) hours, they will not be allowed any further shifts until fully trained and qualified.

d) Full time Employee

A full time Employee is an employee who:

- For driving Employees, signs for work by selecting an available index of up to forty (40) hours per week and is guaranteed at least thirty-five (35) hours pay per week.
- For Maintenance Employees, signs for work by selecting an available shift of forty (40) hours per week;
- For both drivers and maintenance employees, receives the full time entitlements of this collective agreement, including but not limited to benefits, vacation, and retirement planning.

e) Relief Pool Driver

A Relief Pool Driver shall be defined as a Driver who cannot sign a posted index (shift) and receives second priority for work after Full time Employees and before Casual Employees.

Relief Pool Drivers shall perform conventional, community, and custom driving in both Abbotsford and Chilliwack.

f) Casual Employee

Casual Employee shall mean all other Employees who are offered straight time hours of work after Full time Employees and, in the case of drivers, after Relief Pool Drivers.

Casual driver employees shall perform conventional, community, and custom driving in both Abbotsford and Chilliwack.

g) Maintenance Employees

Maintenance employees shall include mechanics and servicepeople.

h) Driving Employees

Driving Employees shall include Conventional/Community Drivers, and Custom Drivers.

i) Custom Service

Custom Service is door to door public transportation service for individuals who require assistance and cannot use conventional transit as defined by BC Transit.

j) Driver Trainers:

(i) Driver Trainer – In House

A temporary position required to provide classroom, operational training for drivers and may make recommendation through regular performance checks, evaluation of drivers and remedial training.

(ii) Driver Trainer – Orientation

Is a temporary position required to provide on the bus and in-service route orientation.

(iii) Selection shall be based on knowledge, skills and abilities with seniority being the determining factor if two applicants are equal.

The Employer is committed to assist interested drivers in obtaining the skills and abilities to become Driver Trainers. If they choose not to, Drivers do not have to provide on route Driver Training or Orientation.

k) Day and Year

- (i) "Day" shall mean "Working Day"
- (ii) "Week: shall mean "Sunday to Saturday"
- (iii) "Year" shall mean "Calendar Year"

l) Community Busing

Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats. If an upgrade of Employee's licensing is required to operate a community bus the expense will be paid by the Employer.

5. No Other Agreements

No employee shall be required or permitted to make a verbal or written agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

6. Union Recognition

All employees covered by this Agreement shall become and remain members in good standing in the Union, according to the Constitution and By-laws of the Union, not later than one (1) month after commencing employment with the Employer.

7. Union Dues and Assessments

The Employer shall honour a written assignment of wages to the Union for initiation fees, dues, fines, and assessments which may be made against any or all members of the Union. Each month the Employer shall deduct from each employee's pay an amount required by this assignment and shall remit each month the total of wages so deducted to a designated officer of the Union, in a monthly report the Employer will forward the name, address and all pertinent information for each new employee to the secretary of the Union.

Deductions will be forwarded to the treasurer within two weeks of each pay period.

The Employer agrees to provide with the cheque, a report consisting of the names of employees from whose wages the deductions were made, whether full-time or part-time and the number of hours worked, and the gross earnings for the month.

The Employer further agrees to provide by January 31st each year, a report consisting of the names of union Employees, their gender, classification, and current addresses as at December 31st, the preceding year.

The Union may request disclosure of documents or information and the employer agrees to provide all readily available documents/information unless disclosure is unreasonable or prohibited by law.

8. Management Rights

All employees shall be governed by the rules and regulations established from time to time by the Employer and shall observe the Employer orders which are communicated orally or by written bulletin, unless such orders are contrary to law, proper safety procedures, or the provisions of this agreement.

The management and operation of the Employer and the direction of the workforce shall be carried out fairly and equitably and remain the exclusive function of management unless specifically altered by this agreement.

The Employer shall act in a fair and reasonable manner.

9. - Posting Procedures

a) Mechanics and Utility Employees Maintenance – Postings

It is agreed that any new or permanent vacancy of a Mechanic or serviceperson position shall initiate a new SHOP SHIFT sign up. Notice of the sign up will be posted in the Employer Offices (Abbotsford and Chilliwack) for a period of seven (7) days before the sign up.

Such notices shall contain a description of the main duties, the qualifications and wage rate.

b) Driver Postings

It is agreed that any new or permanent vacancy of a Full time Driver shall be posted within seventy-two (72) hours. Postings shall remain on the Employer board (Abbotsford and Chilliwack) in the staff room for a period of seven (7) days.

In the event that a permanent Full time vacancy exists, it shall be posted.

For the purpose of posting, it is understood that an Employee transferring from one Location to another maintains their bargaining unit wide seniority however the Employee shall be transferred to the bottom of the Full Time Seniority List at that new location.

The Employer shall also advise Employee applicants for a job vacancy of the name of the successful applicant.

- (i) Where the Employer is posting a new position or vacancy, it shall be posted within seventy-two (72) hours. In the event that a weekend or holiday falls within the seventy-two (72) hours, the Employer shall post the position on the next business day.
- (ii) After the posting closes, the Employer shall offer the position to the successful applicant within forty-eight (48) hours. In the event that the position is required to be offered during a weekend, the Employer shall offer the position on the next business day.
- (iii) Upon being offered a posted position an employee shall have twenty-four (24) hours in which to accept or reject the offer. If an employee rejects the offer, the Employer shall offer the position to the next successful applicant prior to the end of the next business day (Monday to Friday).
- (iv) In making application for a posted position which requires certification/ documentation, Employees should attach the certification/documentation to the application. In the event the Employee does not have possession of the certification/documentation they must produce the certification/documentation to the Employer within forty-eight (48) hours of being offered the position applied for except in exceptional circumstances.
- (v) The Union shall be advised in writing of the name(s) of the successful applicants to any new or vacant positions within three (3) days of their official appointment to the position.
- (vi) The Employer shall also advise/post the other applicants of the name of the successful applicant.
- (vii) First preference for posted positions shall go to current full time Employees.
- (viii) Second preference shall go to current Relief Pool employees with seniority.
- (ix) Third preference shall go to Casual Employees.
- (x) Qualified Employees shall not have to compete with outside applicants.

- (xi) No outside applicants will be interviewed until applications from current Employees have been processed.
- (xii) The employee shall be placed into the position effective the Sunday following their acceptance of the offer, so long as they accept the offer by no later than 12:00pm on Friday. The employee is deemed full time on the day they are placed into the position.

c) Runs Committees

1. Both Abbotsford and Chilliwack will have separate Runs Committees. Each committee will include a maximum of three (3) Union members elected or appointed by the Union.
2. The Employer will provide a minimum of eight (8) hours of paid training for each committee member. As part of the training the Employer will provide the service requirements (blocking).
3. The committee will meet quarterly to review any service issues arising within the area. If a new Run-Cut is necessary, the committee will review the changes required. Two (2) members from the Runs Committee (one (1) from Abbotsford and one (1) from Chilliwack) will fully participate in the creation of the final Run-Cut taking into consideration service levels and the work/life balance of drivers. The Employer will give due consideration to the committee's input in the creation of the Run-Cut.
4. It is understood that the final content of the sign-up is at the discretion of the Employer.
5. The Employer will provide twelve (12) hours pay, as designated by the Union, per sign-up.
6. The Employer will provide the Union reasonable notice of any changes made to the indexes (work assignments).
7. The Employer agrees to provide the Runs Committee with the paddles and indexes as soon as possible.

d) Holiday Signup

Holiday signup shall commence approximately December 1st in conjunction with the January signup.

All vacation entitlement is to be taken within the vacation year. One (1) week can be held back to be used as a block or used in single days off at the Employee's discretion with the Employer's permission providing that no Employee shall be bumped from their previously signed holiday.

e) Statutory Holiday Signup

For all Statutory Holidays the sign-up sheet with available shifts shall be posted no later than three (3) weeks prior to the Holiday and remain on the board for a period of no less than two (2) weeks (for example B.C. Day August 1, 2011 sign-up sheet to be posted on or before July 11, 2011 and stay up until close of business 4:30 pm July 25, 2011; Sign-up for work to be done July 26, 2011 to July 29th, 2011).

10. Temporary Vacancies

a) Full Time Conventional/Community Driver and Regular Full Time Custom Driver Positions – Sign Up

Posted full time shifts vacated for a minimum one (1) week (due to annual vacation, leave of absence, long term illness) will be signed on in order of next in full time seniority. However, it is understood that there are to be only two (2) moves permitted. Bids close each Friday with first move at 9:00 am, second move at 11:00 a.m. Once a driver has committed to a move for one week, no further move will be permitted.

b) Mechanics and Serviceperson- Postings

Where operational needs require it, the Employer may back fill temporary vacancies arising from a leave of absence, including illness or pregnancy. In that case, the vacancy will be offered in order of seniority.

c) Temporary vacancies will be awarded to the most senior qualified applicant. Temporary vacancies outside the mechanical classification will not be available to Mechanics. Upon ratification, persons entering the Serviceperson position shall not be eligible to bid any temporary vacancies during the first six months of employment in the Serviceperson positions (Current Bus Washer employees are Red-Circled) During this six (6) month period, the Serviceperson will not be removed from bus washing duties in order to operate any "in service" routes but will be allowed to drive while off-duty from the Bus Washer position.

11. Shop Stewards / Local Union Officers

a) The Employer recognizes the Union's right to select stewards/local union officers to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards/local union officers.

b) The Employer agrees that such representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. Permission to leave work during working hours for such purposes shall first be obtained from the General Manager.

(i) Where a supervisor intends to interview an employee for disciplinary purposes or to discuss an adverse report, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

(ii) A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

12. Grievance Procedure

a) In order to provide an orderly and speedy procedure for the settlement of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The Shop steward shall have the privilege of attending such meetings without loss of remuneration at their regular rate of pay when attending meetings during working hours.

b) In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:

Step One

The grievance shall be signed by the President of the Union, as well as the employee and be submitted in writing to the General Manager immediately concerned within ten (10) working days of the date of the occurrence of the alleged grievance. At the same time a copy of the grievance shall be sent to the Secretary of the Union and to the General Manager or their designate.

Step Two

The General Manager and/or other appropriate Employer representative(s) immediately concerned shall meet within two (2) working days with the aggrieved employee and a representative(s) of the Union. The Employer shall provide the Union a written response to the grievance.

Step Three

If the matter is not settled within five (5) working days, then the Union may submit the grievance to the next stage of the procedure. The Company Committee, the aggrieved employee and the Union Committee shall meet within five (5) working days after the reply to the grievance from the Union.

Where the grievance is instituted as a result of suspension, dismissal or layoff, or where there is a Policy Grievance the grievance procedure will commence at the stage of the Company Committee, and the grievance shall be submitted to the General Manager immediately concerned within five (5) working days of the date of the suspension or dismissal.

Arbitration

If the grievance is unresolved to the satisfaction of the Union (or in the case of a Employer Grievance, the Employer) shall within fourteen (14) days of receiving the answer to the third stage grievance the Union can advise the Employer of its intent to proceed to arbitration.

In general, it is intended that grievances which are not resolved at the third stage shall be submitted to a mutually agreed to arbitrator. The parties will equally share the fees and expenses of the arbitrator. All other fees and expenses incurring by the parties for their cases will be the responsibility of the parties incurring such expenses.

All grievances shall be resolved with no stoppage of work.

Expedited Procedure

Section 104 of the Labour Relations Code whereby Expedited Arbitration may be used by either party.

Decision

Any decision rendered by an arbitrator or arbitration board shall not alter, amend, add to or vary the terms of this collective agreement.

Should the grievance succeed, redress for the Grievor shall include payment for all time that they were required to attend meetings.

Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate

a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

13. Remedial Actions/Complaints

Should the Employer fail to administer discipline within fourteen (14) days of becoming aware of an incident, it will have waived its right to do so.

The Employer may request extensions, in writing, to the fourteen (14) day timeline if it has done so within fourteen (14) days of becoming aware of the incident. The Union shall not unreasonably withhold such extensions.

Should the Employer and the Union agree to use a third party to investigate any incidents that may result in discipline, the timelines shall be extended until the investigation is concluded.

If an employee goes on vacation, sick leave, WCB or an LOA within the fourteen (14) days, the time that the employee is absent will not be counted towards the fourteen (14) day timeline.

All complaints brought against any employee that may result in discipline must be made in writing and signed by the complainant. Complaints submitted by email will be considered "signed." Employees will be informed of complaints against them and provided with a copy of the complaint.

A copy of any discipline shall be forwarded to the Union office.

14. Hours of Work

a) Custom Drivers

Custom drivers shall sign work for eight (8) hours per day and five (5) days each week or ten (10) hours a day four (4) days a week to a maximum of forty (40) hours per week. All hours over (8) hours per day or forty (40) hours per week shall be paid at overtime rates as set out in Section 14.

b) Conventional/Community Drivers

An index of between thirty five (35) hours and forty (40) hours each week constitutes a full-time work week.

(i) Rostering guidelines for full time indexes

In rostering weekly indexes, the Employer shall prioritize creating full time work along with the following bargaining unit preferences for work construction:

- 1) Creating indexes with similar work, day over day, with regard to start and end time, and work location;
- 2) Notwithstanding the requirements of Article 14 (ii) indexes shall consist of 2 consecutive days off wherever possible;
- 3) Straight shifts (non-compressed); and
- 4) Reduction of split time.

Rostering guidelines do not displace Employer's ability to index.

All of the above priorities are subject to the Employer's requirement to index all, or almost all, of the available work. The Parties agree to continue to consult regarding construction of work priorities, with any alterations to the above made by mutual agreement in writing.

(ii) Compressed Work Week

The Employer shall cut the work week to maximize the number of ten (10) hour shifts. Notwithstanding this, the minimum number of ten (10) hour positions of straight work with early start times and three consecutive days off shall be eleven (11) positions in Abbotsford and six (6) positions in Chilliwack subject to a reduction of service designated by BC Transit.

Abbotsford shall have a minimum of an additional twenty-one (21) compressed work week positions of thirty-five (35) to forty (40) hours per week. For the purpose of 14 (b)(ii) only "10 hour shifts" is deemed to include shifts of ten (10) or more hours in duration.

Subject to expansion of service, the parties will review the options of adding additional compressed work week shifts, a reasonable time before implementation.

(iii) Spread Over Pay

- (a) Any shift extending more than two (2) hours over the paid time will qualify for spread premium. Payment will apply to those hours in excess of the combined total of paid time and two (2) hours.

(iv) Pre-Trip – Fuelling

It is understood that Conventional / Community drivers in Abbotsford/Mission are not required to carry out pre-trip inspections (except tug test) or any fueling except where another driver, mechanic or Utility person has not done same and / or is unavailable as verified by a signed BCT Defect card. Any pre-trip inspection will be paid at straight time and be limited to fifteen (15) minutes per day. The current practice of driver pre-tripping and fueling on Saturdays in Abbotsford will remain unchanged and shall be applied to any and all Statutory or other Holidays when service is scheduled.

(v) Choosing of Work (Conventional/Community Operators and Custom Drivers)

All regular runs operated by the Employer will be posted for sign up at least four (4) whole weeks prior to the start date, provided that the trip information has been received from BC Transit. Otherwise run sign up sheets will be posted as soon as possible. Full time employees shall have first priority in order of seniority. Regular assignments start the first full week of January, April, July and September of each year. Should a change in existing runs comes up for sign up, a complete new sign up will be posted and signed for as above. The senior Employees are to sign up as soon as possible in order that the junior Employees will have time to view the remaining work.

If a driver is going to be absent during the sign up for shifts, Annual Leave, Sick Leave, or any other Leave, that drivers must leave their choice of work in writing with the Employer. If this is not done, a shift will be assigned by the Employer that is as close as possible to the shift that was previously signed by the driver.

Any full time driver on leave (medical or personal) for a period in excess of one (1) year shall, FOR THE PURPOSE OF SIGN UP ONLY, be moved to the bottom of the full time seniority list until a documented return date can be provided. If this return date is known prior to sign up, the driver's name will be returned to their original seniority position for the sign up process.

Should the return date be provided and occur during a sign-up, the Employer will conduct a sign up from the returning driver seniority position.

(vi) Travel Time (Dead Heading)

The allotment of travel time will vary from route to route, but will include time from the garage to the scheduled route starting location and from the ending location to the garage.

The Employer agrees to pay a maximum of thirty five (35) minutes dead head pay at straight time once a day for the first Harrison to Chilliwack run.

(vii) While an employee is on holidays they are not eligible for any shifts.

c) Changes

Once the Call Out Sheet for the Relief Pool is closed, by six (6) pm Friday, in the event an Employee who has been assigned a shift is subsequently reallocated a shift with a lower rate of pay, the Employee shall be paid at the higher rate of pay for the work performed.

d) Minimum Hours of Work

All Employees who are called in to work and where there is no work available will be paid a minimum of two (2) hours.

Every Full Time Employee who is called out and is required to work outside their regular working hours shall be paid overtime, at the applicable rate, for such hours worked.

An Employee starting work shall be paid at the minimum the shift or portion of shift they were called in for, subject to the two (2) hour minimum.

e) Overtime

All overtime shall be on a voluntary basis and shall be rotated at each work location between such Employees. Overtime shall be kept to a minimum. The Employer will post on a bi-weekly basis a list of overtime worked by classification. The parties agree to develop and provide an Overtime Procedure.

(i) Overtime Rates – Scheduled Full Time Work Day

All time worked beyond the scheduled full time work day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime will be paid for at the rate of time and one-half for the first two (2) hours, and double time after two (2) hours in any one (1) day or shift.

(ii) Overtime Rates – Casual Employees Work Day

Casual employees working to fill a Full Time Employee's shift, on any given day, shall be entitled to Overtime on the same terms as the full-time employee for that shift.

Casual employees not working to fill a full-time employee's shift shall be entitled to Overtime at a rate of time and a half (150%) for the first two (2) hours after eight (8) hours worked and double time (200%) for all hours worked in excess of ten (10) hours in any one (1) day.

(iii) Overtime Rates - Rest Days and Vacations

The Employee working on any of their normally scheduled rest day shall be paid at the rate of at least time and one-half for all work performed on those days. In any case, employees shall have at least one (1) rest day per week.

(iv) Weekly Overtime

An employee working more than forty (40) hours per week shall be paid at a rate of time and one half (150%) for all hours worked in excess of forty (40) hours.

(v) Overtime Rates - Statutory Holidays

An Employee who works a statutory holiday shall be paid time and one half for all hours worked up to eleven (11) hours and double time for all hours worked in excess of eleven (11)

hours. The employee who works on the Statutory Holiday may bank the Statutory Holiday pay (provided they are entitled to the Statutory Holiday pay) and may take the day off at a mutually agreeable time within the calendar year.

(vi) New Years Eve

All work on New Years Eve after normally scheduled service ends shall be at double time (200%) with a minimum payment of four (4) hours.

f) The Employer will make every effort to keep shifts whole and will only break up shifts when necessary for service coverage.

g) Meal Periods and Rest Breaks - Non Driving Employees

1. Meal Periods

Employees who work more than five (5) consecutive hours shall be entitled to an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.

2. Rest Breaks - Non Driving Employees

(i) Each full-time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.

(ii) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.

15. Annual Vacation for Full Time Employees and Relief Pool Drivers

a) All Full time Employees and Relief Pool Drivers

All full-time employees and Relief Pool Drivers covered by this Agreement shall receive an annual vacation with pay on the following basis:

| | | |
|----------------------------|--------------------------------------|-----|
| During 1st year | 1 day per/mo. max Maximum 10 days | 4% |
| After 1 st year | 3 weeks | 6% |
| After 2 nd year | 3 weeks | 6% |
| After 3 rd Year | 3 weeks | 6% |
| After 4th year | 3 weeks | 6% |
| After 5th year | 3 weeks | 6% |
| After 6th year | 3 weeks | 6% |
| After 7th year | 4 weeks | 8% |
| After 8th year | 4 weeks | 8% |
| After 9th year | 4 weeks | 8% |
| After 10th year | 4 weeks | 8% |
| After 11th year | 4 weeks | 8% |
| After 12th year | 4 weeks | 8% |
| After 13th year | 5 weeks | 10% |

For the purposes of this Article, a calendar year shall be January 1st to December 31st, inclusive.

Add one day for each year of service after eighteen years to a maximum of 12% of gross wages.

Vacation pay shall be based on the percentage of gross earnings during the year preceding the first pay of the year, excluding taxable benefits and vacation pay.

b) Relief Pool Drivers

At the end of each calendar year, if the vacation pay paid to a Relief Pool Driver exceeds their accrual, then the shortfall shall be rolled over and will be deducted from the accrual the following year.

c) Casual Employees – In Lieu of Vacation

Casual employees shall receive vacation pay at a rate of 4% until they have been employed with the Employer for five (5) years, and 6% thereafter. Casual Employees currently receiving six percent (6%) or eight percent (8%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques shall continue to receive six percent (6%) or eight percent (8%).

d) Concurrent Vacation Time

A minimum of six (6) full time Conventional/Community Drivers in Abbotsford shall be allowed vacation at the same time.

A minimum of two (2) full time Custom Drivers in Abbotsford Central Fraser Valley shall be allowed vacation at the same time.

A minimum of three (3) full time Conventional / Community bus drivers in Chilliwack shall be allowed vacation at the same time. A minimum of one (1) full time Custom bus driver in Chilliwack shall be allowed vacation at any given time.

One mechanic from each of Abbotsford and Chilliwack may take vacation at once. Should the Chilliwack vacation slot be unfilled, then Abbotsford will be allowed one additional mechanic off on vacation provided one (1) is an a.m. shift and one (1) is a p.m. shift.

A minimum of one (1) serviceperson shall be allowed vacation in each of Abbotsford and Chilliwack at any one time.

Based on an annual review prior to vacation sign up, the Employer shall increase weekly available vacation slots as operational requirements permit.

The above limitation shall be waived for Custom drivers subject to operational requirements between the week including December 20th and the week including January 2nd the following year.

e) Banking Vacation

Full time and Relief Pool employees shall be permitted to bank unused vacation provided they request to bank vacation by December 1 each year and the Employer approves such request. Vacation banking requests shall not be unreasonably denied. Unused vacation that has not been banked will be paid out. Employees can not bank more vacation than they have earned by the end of the calendar year.

16. Statutory Holidays

- a) All Employees who have been employed thirty (30) working days or more shall be paid for the following statutory holidays:

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

- b) All full time Employees shall receive an average day's wages, calculated as prescribed by the Employment Standards Act of British Columbia, for any of the above-mentioned holidays. An exception is that full-time employees scheduled to work the day of the Statutory Holiday, but not required to work, shall receive Statutory Holiday pay equal to the normal work hours for that scheduled day.

Relief Pool and casual Employees shall receive statutory holiday pay as per the Employment Standards Act of British Columbia.

- c) The Employer agrees to include any further day declared by either the Provincial Government of BC or the Federal Government. Any employee whose regular day off falls on any of the aforementioned holidays shall be given an additional day off with pay in lieu thereof.
- d) An Employee who otherwise would be eligible for statutory holiday pay shall not be eligible when a statutory holiday falls during any of the following periods of absence:
- Paid bereavement leave
 - Absence due to sickness or non-occupational injury
 - WorkSafeBC absence
 - Any absence without the Employer's approval

In no instance will an employee receive, for the same day, both statutory holiday pay and WorkSafeBC compensation, bereavement pay or payments under the sickness protection plan.

- e) An employee on annual vacation during or over a particular statutory holiday shall receive a day off with pay, plus their regular annual vacation.

17. Bereavement Leave

- a) All permanent Employees shall be granted up to five (5) days leave from scheduled work, without loss of salary or wages, to be off work due to the death of an immediate family member. The five (5) days leave need not be consecutive days. "Immediate family" means.

(a) the spouse, child, parent, Mother-in-law, Father-in-law, guardian, brother, sister, grandchild or grandparent of an employee, and

(b) any person who lives with an employee as a member of the employee's family

"Spouse" shall include common law or same sex spouse.

Note that "Immediate Family" definition is from the Employment Standards Act.

- b) An employee shall be granted up to **one (1)** day without pay to attend a funeral as a pallbearer.
- c) At the discretion of the Employer, an employee may be granted leave of absence without pay to attend a funeral as a mourner.

18. Leave of Absence for Public Office

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant leave of absence without pay to such employees. In the event that the leave does not exceed five (5) working days, the employee's benefits shall be maintained and the Employer will pay its annual share of such benefits. Benefits for employees granted leave for a longer period than five (5) working days shall be continued in effect but be paid for by the employee.

- b) An employee who is elected to public office shall be granted leave of absence without pay and benefits. Upon return from the leave of absence the employee shall return to the first vacant position for which they are qualified. On return from leave of absence an employee shall be granted the same number of day's seniority as on the date of leaving.

19. Leave of Absence for Union Office

- a) An employee who is elected by the Local or selected by the Local to a full or part time position with Local 561 shall be granted leave of absence provided:
1. The leave is requested by the Local in writing.
 2. The Local shall request in writing each year a renewal of such leave.
 3. Adequate notice of the leave requested is given to permit the Employer to arrange a suitable replacement.
 4. It is understood the employee may return to their former position at any time following completion of their term of office.
 5. The employee who replaced the full-time officer shall be advised of 4) above when offered the position and upon the return of the full-time officer the employee being replaced shall be issued layoff notice.
 6. Upon receipt of a request for leave under this Article, the employee shall receive pay and benefits as provided for in this Agreement. The Union shall reimburse the Employer monthly for all costs.
- b) It is agreed that any employee who is elected or selected to a full time position with any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority calculated to the date of leaving for a period up to one (1) year and may be renewed each year on request during their term of office, the employee shall have the option to make arrangements regarding maintenance of benefits. The employee may return to the first vacant position for which they are qualified.
- c) Conventions, Conferences, Workshops and Seminars

It is agreed that official representatives named by the Union be granted leave of absence without pay to attend Union workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than three (3) Union representatives shall be away at any one (1) time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

20. Parenthood Leave

Employees are entitled to the greater of Parental Leave as per the current Employment Standards Act or the following:

a) Length of Leave

i. Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, without pay beginning immediately after the end of the pregnancy leave unless the Employer and employee agree otherwise.

A birth mother who does not take pregnancy leave shall be entitled to up to thirty-seven (37) consecutive week's parental leave without pay beginning after the child's birth and within fifty-two (52) weeks of the child's birth.

In the event the birth mother dies or is totally disabled, the father of the child shall be entitled to both pregnancy and parental leave without pay.

ii. Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The

employee shall take the leave within fifty-two weeks of the child's birth or the date the child comes within the care and custody of the employee.

iii. Extensions - Special Circumstances

An employee shall be entitled to extend the pregnancy leave by up to an additional six (6) consecutive weeks leave where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

Provided however, that in no case shall the combined pregnancy and parental leave exceed fifty-two (52) consecutive weeks (plus any allowable extension permitted by the Employment Standards Act) following the commencement of such leave.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks leave without pay where the child has a physical, psychological or emotional condition requiring an additional period of parental care.

- iv. If both parents are employees of the Employer and one (1) parent uses parental leave the other parent is not eligible for such leave.

b) Notice Requirements and Commencement of Leave

- i. An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

- ii. An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of the adoption of a child, the employee shall provide as much notice as possible.)

- iii. The Employer may require a pregnant employee to commence pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy nor can the employee be reasonably accommodated in another comparable position. In such cases the employee's previously scheduled leave period will not be affected.

- iv. The Employer shall contact in writing the employee who has been granted pregnancy or parental leave no later than eight (8) weeks prior to the anticipated date of the return from such leave, to determine the date of return to work. The employee must provide four (4) weeks notice in writing of the date they intend to return to work.

- v. An employee on pregnancy leave shall provide at least one (1) week's written notice if they wish to return to work within six (6) weeks following the commencement of pregnancy leave. The employee may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- vi. Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, their pregnancy will be deemed to have started on the date they gave birth.

c) Return to Work

- i. On resuming employment an employee returning from pregnancy leave or parental leave shall be reinstated in all respects in their position previously occupied by the employee.
- ii. On resuming employment an employee shall have the leave time counted as service for all benefit entitlements and vacation purposes.

d) Sick Leave

An employee on pregnancy leave or parental leave shall be entitled to continue to earn sick leave.

e) Benefits

- 1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on pregnancy or parental leave provided that the employee makes arrangements prior to commencing the leave to pay one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the leave occurs.

21. Family Responsibility Leave

An employee can take up to five days of unpaid leave in each employment year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.

Employees are expected to give their employers as much notice as possible and provide sufficient information for their employers to understand the reason for the leave. Employees are not required to give notice in writing or disclose personal or private information.

22. Leaves of Absence

a) Jury Duty and/or Crown Witness

It is understood and agreed that where an employee is required to serve on a jury or as a crown witness, and is absent from duty, said employee should continue to receive their regular wage rate or salary for a period not to exceed thirty (30) days. It is further agreed and understood that said employee shall turn over or cause to be turned over to the Employer, any monies received as jury pay, other than meals and mileage.

b) Leave of Absence

Subject to service requirements and reasons given for a request for a leave of absence, the Employer may grant such leave with the following conditions:

An Employee requesting a leave of absence must apply in writing to the Employer for such leave. The Employee must copy the Union on any leave of absence request longer than fourteen (14) consecutive days. No leave of absence shall be taken without the written approval of the Employer.

MAXIMUM ALLOWABLE LEAVE BASED ON YEARS OF SERVICE:

After 1 year: 14 days

2 to 4 years: 1 calendar month

5 or more: 3 calendar months

Leaves of Absence requested for the purpose of taking on other employment outside the Employer shall not be granted.

Full time employees who are on a leave of absence exceeding twenty (20) consecutive working days shall be responsible for one hundred percent (100%) of their benefit costs which shall be prepaid and in the event that payment is not made to the Employer they will be removed from the benefit plan.

c) Leave of Absence Due to Driver's Licence 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:

i) Must be an employee with a minimum of twenty-four (24) months service.

- i) 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.

If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Employer 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.

- iii) The employee will be responsible for both the Employee and the Employer portion of medical, extended health, dental and group life insurance premiums during this period (if the employee chooses to maintain their benefit coverage).
- iv) This Article will not be used to suspend or in any other way reduce the rights of employees who may temporarily lose their licenses due to medical reasons.

23. Testimony on Behalf of the Employer

An employee required to testify on behalf of the Employer in any proceedings will be compensated at their regular rates of pay for time spent at the proceedings, and for travel time.

24. Sick Leave Program

All full time Employees shall be credited with seventy two (72) hours sick leave January 1st of each calendar year less any monies owed due to proration in the previous year. The Employer agrees to pay the unused balance of the sick pay at the end of the calendar year as follows:

- 1. an Employee may carry all unused sick leave to subsequent years or
- 2. in January of each year may request in writing any portion of accrued sick time to be paid out.

An Employee who has lost time due to an unpaid leave of absence which cumulatively exceeds twenty (20) working days in a year shall have their sick pay entitlement pro-rated.

Employees will be paid sick pay at the end of the year for unused sick pay entitlement. Any unused portion can be banked by advising the Employer in writing before December 31st. Banking of sick pay will be allowed for sickness only.

If an Employee terminates before the end of the calendar year, the Employer shall recover any overpayment of sick leave. Such overpayment shall be recovered from vacation credits, severance pay, vacation deferment and / or from the Employee's final pay.

Upon presentation of a receipt, employees will be reimbursed for the expense for doctor's notes requested by the Employer.

Notwithstanding the above Sick Leave Program, any employee may qualify to receive illness or Injury Leave as outlined in the Employment Standards Act of British Columbia.

25. WorkSafeBC

- a) Sick leave benefit shall apply to employees absent from work for a maximum cumulative period of six months as the result of a disability which has been assessed as compensable and for which the WorkSafeBC is paying wage loss benefits.
- b) MSP, Dental, EHB, and Live Insurance benefits shall continue uninterrupted for a period of up to six (6) months. After six (6) months MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on leave provided that the

employee makes arrangements prior to commencing the leave to pay one hundred percent (100%) of the costs of the premiums beginning the first day of the month following the six months.

c) **Injury Pay**

If an Employee is injured on the job and needs to seek treatment or cannot complete their shift, the Employer will pay for the entire scheduled shift as though the Employee was working.

26. Pay Days

Pay days shall be on a bi-weekly basis. Pay day deposits will usually be made every second Thursday for the pay period ending on the previous Saturday but never later than the Friday of that week.

All employees must utilize the automatic deposit payroll system.

The Employer shall provide an employee with a cheque for wages if the bank deposit system fails.

27. Errors In Pay

The Employer will correct any errors in excess of fifty dollars (\$50.00) immediately with direct deposit to the employee at time the error is brought to the Employer's attention, within three (3) business days.

28. Classifications and Qualifications

Classifications and Qualifications shall be as follows:

1. Conventional/Community Bus Driver

- a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement.
- b) Fully trained on the use of on-board safety and passenger restraint equipment and operation of each model of BCT buses.
- c) Thorough knowledge of the Conventional and Community Bus routes serviced.
- d) Successful completion of safety and operational policies and regulations training.

2. Custom Bus Driver

- a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement.
- b) Fully trained in the operation of Custom buses, including all safety and ability assisting equipment and procedures.
- c) Demonstrated ability to deal effectively with Custom clients.
- d) Ability to complete manifests, collect & reconcile tariffs.
- e) Successful completion of safety and operational policies and regulations training.

3. Journeyman Mechanic

- a) Current heavy duty, automotive or commercial transport journeyman certification.
- b) Class 5 (BC) Drivers Licence with air brake endorsement
- c) CVIP inspection certificate
- d) Air conditioning maintenance certification
- e) Successful completion of safety and operational policies and regulations training
- f) Successful completion of WHMS training

4. Serviceperson

- a) Class 5 (BC) Drivers Licence with air brake endorsement
- b) Fully trained on the use of on board equipment and operation of each model of Conventional and Custom buses
- c) Knowledgeable of cleaning procedure for equipment
- d) Successful completion of training regarding safety, WHMIS, and operational policies and regulations

5. Grandparenting

- a) The one driver previously grandparented, who currently has their "Class 4 licence" and do not possess a "Class 2 licence" shall be listed and shall continue to be grandparented.

6. Leadhand

The Employer reserves the right to select a Leadhand Mechanic in accordance with Article 30. The Leadhand shall provide instruction and direction to the Maintenance employees. In the absence of both a Maintenance Supervisor and an Employer selected Leadhand, the senior Mechanic on duty will perform the duties of the Leadhand Mechanic should they wish to do so. In the event the senior Mechanic on duty declines the position, the selection process will continue in seniority order. All Leadhands will be compensated with the Leadhand premium when performing such duties.

29. New/Changed Classifications

- a) In the event the Employer shall establish any new classifications, the classification and wage rate for this new classification shall be established by the Employer and a written notice shall be given to the Union and unless written notice of objection thereto by the Union is given to the Employer within thirty (30) days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such new classification is revised as a result of negotiations or arbitration, then the revised classification and wage rate shall be effective the date of the revision.
- b) There shall be no elimination of classifications without the mutual agreement of the Union.

30. Promotions and Transfers

- a) In making promotions or transfers, the required knowledge, ability and skills for the classifications shall be the primary consideration. Where an employee applies for promotion or transfer and has the knowledge to fill the vacancy, the employee shall be given the opportunity to prove ability and skills in the classification, provided that:
 - 1) The employee has not been employed in a classification with the Employer where they have demonstrated this ability and skills for such a classification, and
 - 2) The employee has seniority over all other applicants.

Where two or more applicants are capable of fulfilling the duties of the classification, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.

- b) If a regular employee is the successful applicant to a position promoted or transferred to a classification for which the Union is the certified bargaining authority, then the promoted employee shall be considered an employee "on trial" for a period of twenty (20) working days exclusive of holidays, leaves of absence and illness.
- c) In the event an employee who is promoted or transferred (to a different classification) proves unsatisfactory or is dissatisfied during the aforementioned period, they shall be returned to their

former position or to a position of equal status if the former position no longer exists, without loss of seniority or salary and any other employee promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to their former position without loss of seniority or salary.

31. Dismissal

- a) Employees, for proper cause, may be dismissed without notice and at the time of such dismissal shall be entitled to all earned, accumulated and statutory benefits. Any employee dismissed with or without notice and/or benefits shall retain the right to the established grievance procedure outlined in this Agreement.
- b) Where an employee is dismissed for proper cause, the Employer shall advise the employee, at the time of dismissal in writing, of the reason for dismissal.
- c) The parties agree that all employees who are terminated have access to the grievance procedure.

32. Personnel Files

- a) Personnel Files
Employees may review the contents of their personnel file which shall be located at the Abbotsford Office. The following arrangements shall apply:
 - 1) Data entered into the file subsequent to the date of employment may be viewed.
 - 2) Viewing will be by prior appointment.
 - 3) No items may be removed from the file, but the employee may request copies of items in the file.
- b) Adverse Report
The Employer shall notify the employee and the Union in writing of any major expression of dissatisfaction concerning their work within fourteen (14) working days of the event of the complaint. The employee's reply to such a complaint or accusation shall become part of their record. Any adverse report or complaint shall be signed by the complainant before it is discussed with the employee or entered into their personnel file and if not signed shall be deemed invalid and inadmissible for any purpose.
Verbal or written adverse reports will be removed from an employee's file after eighteen months. Discipline involving a suspension will be removed from an employee's file after twenty four (24) months except where there is a preventable accident.

33. Crossing Picket Lines

An employee shall have the right to refuse to cross a legal picket line. Failure to cross such shall not be considered a violation of the Agreement. Employees losing work time as a result of not crossing a legal picket line will not be paid.

34. Job Security

The Employer shall not contract out or source any work performed by bargaining unit employees where such work relates to fixed route, fixed schedule bus service except where:

- a) where there is mutual agreement with the local Union or
- b) in the case of emergency

Where work is related to maintenance of vehicles that deliver such service, it is understood that the Employer may contract out maintenance or utility provided that it results in no reduction in the current workforce.

Supervisory and management employees shall not perform work performed by employees covered by this Agreement. It is recognized that customer service is the priority of our business and as such supervisors and managers may perform work in emergencies, when regular employees are not immediately available.

Emergency is defined as "sudden, urgent, unexpected occurrence or occasion requiring immediate action".

The Employer will notify the Union in the case a manager performs emergency bargaining unit work.

35. Layoff and Recall

a) Layoff - Full Time Conventional/Community Driver & Custom Driver

- 1) A layoff shall be defined as the loss by a full-time employee of the opportunity to work in the classification they currently occupy as a result of either:
 - (i) The elimination of such classification, or
 - (ii) Any reduction in working hours for a full-time employee
- 2) Layoff Signup Procedure
 - (i) A layoff of any Full Time and Custom Drivers shall initiate a new sign up. Notice of the sign up shall be posted in the Employer's Offices (Abbotsford and Chilliwack) and in such other places that will be easily accessible to all employees, for a period of seven (7) days before the sign up.
 - (ii) For the purpose of signing, it is understood that an Employee transferring from one Location to another maintains their bargaining unit wide seniority however transfers to the bottom of the Full Time Conventional/Community/Custom Drivers Seniority List for that location.
 - (iii) Any Full Time Conventional/Community or Custom Drivers with no work to sign at the conclusion of the sign up will have the option to be placed on the Relief Board in order of seniority.
 - (iv) Any Full Time Conventional/Community Driver or Full Time Custom Driver placed on the Relief Board shall continue to receive all benefits of the collective agreement for a period of six months.
 - (v) Any Full Time Conventional/Community Driver or Full Time Custom Driver placed on the Relief Board shall be offered hours of work in seniority order.
 - (vi) If layoffs result in additional drivers in the Relief Pool, the most junior employees in the Relief Pool shall be displaced to the top of the casual list.

b) Layoff – Non Driving Classifications

1) Definition

A layoff shall be defined as the loss by a permanent employee of the opportunity to work in the position they currently occupy as a result of either:

- (i) The elimination of such position, or
- (ii) Any reduction in working hours for a permanent full-time employee

2) Role of Seniority

Both parties recognize that job security shall increase in proportion to length of service.

3) Layoff Order

- (i) Permanent employees shall be laid off on the basis of classification and location designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and section, provided always that they have the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (ii) Written notice shall be provided to permanent employees designated for layoff.

4) Bumping Rights

- (i) Within three (3) working days after being notified that they occupy a classification designated for layoff, those permanent employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-à-vis more junior employees, by indicating their acceptance to bump into the position(s) for such purposes on the basis of clauses (a) and (b) below, provided always that the bumping employee has the required qualifications and ability to perform the work in question. All determinations of qualifications and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump when given the opportunity under this Article shall result in the affected employee being laid-off and placed on the recall list: Firstly, an employee of lesser seniority occupying a position in the same pay grade, or failing that;
- (ii) An employee of lesser seniority occupying a position in the next or each subsequent lower pay grade.

5) Notice of Layoff

- (i) The Employer shall provide written notice to permanent employees, who are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff.
Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the Employee is not given an opportunity to work the applicable notice period, they shall be paid for that portion of the notice period during which work was not made available.
- (ii) The Union shall be notified of all layoffs under this Article.

6) Recall List

Permanent employees laid off under this Article and not bumping a more junior employee shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

36. Seniority

Grandparenting of Seniority

The following shall apply to Employees working prior to April 1st 2008. The Employer shall recognize and carry forward the seniority of Employees between Township of Transit and Amalgamated Transit Union.

a) Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining vacation entitlement and priority for such matters as promotion, transfer, layoffs, or recall, as set out in other provisions of this Agreement. Bargaining Unit Wide Seniority shall include grandparented seniority.

b) Location Seniority – Conventional/Community and Custom Drivers

A Regular Full Time Conventional/Community or Custom Driver transferring from one Location (Chilliwack or Abbotsford) to another maintains their bargaining unit wide seniority however transfers to the bottom of the Regular Full Time Conventional/ Community and Custom Drivers' Seniority List at the new location.

c) Casual Seniority

Casuals may accumulate seniority amongst themselves for bidding purposes, promotion and transfer, on completion of initial training. Casuals will accumulate seniority amongst themselves for bidding, promotion and transfer purposes.

d) Leaves of absence may affect seniority except that in the case of pregnancy, paternity, adoption leave without pay, bereavement leave, jury duty, or compassionate leave, seniority credit shall be granted for a period of up to twenty-four (24) weeks.

e) Seasonal Employees

Employees who only work during school shutdowns to complement the bargaining unit workforce will have their seniority end at completion of the season.

37. Tools

Effective the month of ratification, Full time qualified journeymen shall be credited eighty-five dollars (\$85.00) per month for the purchase of tools through the Employer. These monies are accumulative from month to month and year to year. Upon termination of employment, all monies in the account revert to the Employer. All full time apprentices after the completion of their third year, shall accumulate tool credits as per above.

A cumulative balance shall appear on Employee's pay stubs.

38. Insurance —Tools

If a full time mechanic breaks their tools in the performance of their duties, they shall have same replaced upon presentation to the Employer of the item, provided that the breakage was not as a result of negligence. Further, the Employer will insure mechanics' tools for theft by break-in and fire provided that the mechanics have given the Employer, in writing, a detailed list and estimate of the value of their tools or have provided the Employer with a picture or video of their tool inventory. The Employer shall carry insurance on mechanics tools with minimum coverage of thirty thousand dollars (\$30,000) with any one (1) item not exceeding one thousand dollars (\$1,000.00).

39. Labour Management Meetings

With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances shall not be discussed. Such meetings are to be held every two months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

40. OHS Training Fund

1. The employer agrees to conduct an assessment and subsequent reviews as set out in Part 3.16 of the WorkSafeBC Act:
2. For the purpose of complying with subsection (1), the employer must conduct an assessment of the circumstances of the workplace, including:
 - (a) the number of workers who may require first aid at any time,
 - (b) the nature and extent of the risks and hazards in the workplace, including whether or not the workplace as a whole creates a low, moderate or high risk of injury,
 - (c) the types of injuries likely to occur,
 - (d) any barriers to first aid being provided to an injured worker, and
 - (e) the time that may be required to obtain transportation and to transport an injured worker to medical treatment.
3. The employer must review the assessment under subsection (2)
 - (a) within 12 months after the previous assessment or review, and
 - (b) whenever a significant change affecting the assessment occurs in the employer's operations.
 - (c) The parties agree to participate in an Occupational Health and Safety Committee and recognize the WorkSafeBC Regulations. Where a First Aid Attendant is required the parties shall negotiate an appropriate premium to be paid in addition to an employee's regular rate of pay.

Monthly meetings between the Employer and Union Committee will be in accordance with WorkSafeBC Regulations. A minimum two (2) hour call-out will be paid for this function.

All accident investigations shall include one safety committee member appointed by the Union. The Employer shall pay for all time off.

Members of the Occupational Health and Safety Committee shall, without loss of income attend safety committee training provided by the WorkSafeBC.

In instance where OH&S Committee Members receive OH&S Training and such training may be appropriate OH&S training for the remaining Committee Members, the Employer agrees to provide the trained Committee Member the opportunity to train the remainder of the Committee within the next four weeks. All employees involved will be compensated at their hourly rate.

41. Uniforms

Permanent operators will be provided with a uniform within twelve (12) months of being hired into a permanent operator's classification.

The full cost of any uniform issue shall be borne by the Employer. All shirts and pants issued shall be tailored for all drivers at the expense of the Employer.

- a. Permanent and spareboard Employees uniform issue:
 - 5 shirts (short or long sleeves) or polo shirts
 - 3 uniform pants or skirts, option of 2 pairs of pants and 1 pair of shorts
 - 1 uniform jacket
 - 1 each 3 in 1 jacket
 - 1 First Transit Canada Inc. Ball Cap (logo and blue)
 - 1 sleeveless or long sweater
- b. Replacement of uniform issue:

Replacement of uniform issue will be purchased on an annual basis only. At that time the Employer will supply, as per the collective agreement, new uniforms and uniform replacement, and will also provide a one-time fitting for this new uniform.

Permanent employees requesting replacement uniforms must provide proof of need.

c. Casual employees uniform issue:

Upon being placed on the Casual List the casual employee will be issued the uniform issue for casual employees:

- 3 shirts
- 2 uniform pants
- 1 summer jacket

d. All maintenance staff, including service persons, shall receive a boot allowance of one hundred and twenty five dollars (\$125) per year. Mechanics boot allowance shall be one hundred and fifty dollars (\$150) per year.

Upon date of ratification, the Employer shall provide rainwear including steel toe rubber boots for:

- Mechanics
- Servicepersons

e. (i) Ties will be optional and supplied by the Employer

(ii) Employer policy on wearing of uniform clothing shall be enforced and strictly adhered to.

(iii) Union crests may be displayed on winter jackets only. Size of union crest must not exceed size of Employer crest.

(iv) In the event that an operator leaves the employment of the Employer, they shall be required to return the uniform to the Employer.

(v) The Employee is responsible for cleaning and maintaining of the uniforms.

42. Transportation Vehicles

The Employer shall provide a service vehicle for the Drivers. This vehicle will be used in accordance with Employer policies and procedures for the purpose of providing transportation to and from the transit exchanges/yards.

43. Health and Welfare Benefits

Medical Services Plan

The Employer shall provide each Full-time employee (at their option) with coverage in the Medical Services Plan with the Employer paying 100% of the premiums.

Life Insurance

The Employer will provide, a fifty-thousand-dollar (\$50,000) Group Life Insurance Plan to all full-time employees under 65 years of age.

Employee and dependent life insurance benefit reduces to fifty percent (50%) at age 65 and terminated at age 70.

The Employer will pay 60% and the Employee will 40% of the premiums.

Dental Plan

The Employer shall provide a Dental Plan for all full time employees.

The Plan is as follows:

- Plan A 100%
- Plan B 50% co-insurance
- Plan C 50% co-insurance (with a limit of \$1,500.00 maximum lifetime benefit per person enrolled in the plan)

The Employer will pay 80% of the premiums and the Employee will pay 20% of the premiums.

Long Term Disability and Extended Health

Long Term Disability (LTD) will be set up to two thirds (2/3) of an employee's salary, the cost of which shall be shared fifty percent (50%) Employee and fifty percent (50%) Employer.

The cost of the Extended Health will be shared fifty percent (50%) Employee and fifty percent (50%) Employer.

Vision care will be added to the Extended Health plan.

Up to three hundred dollars (\$ 300.00) will be available for reimbursement for prescription eyewear under the Extended Health Plan, once every twenty-four (24) months, for the Employee and dependents, payable upon submission of a receipt to the Plan Carrier. This cost will be one hundred percent (100%) Employer paid.

Health and Welfare benefits are subject to proration provisions in the collective agreement.

44. RRSP Purchase Plan

The Employer agrees to contribute (\$.30) per hour to purchase an R.R.S.P for each full time employee wishing to participate in the RRSP purchase plan.

Increase Employer contribution by fifteen cents (\$0.15) effective April 1, 2019.

45. Apprenticeship

The parties recognize and support programs as set out in the current British Columbia Apprenticeship and Trades' Qualification Act. The Employer agrees that:

- Upon completion of their second and each subsequent year the Employer shall pay for the apprentices' course and their books.
- Any apprentice failing an examination conducted under the direction of the Director of Apprenticeship and Industrial Training shall be permitted to repeat the examination once
- Barring exceptional circumstances may be hired by the Employer, if not they will be laid off according to the Collective Agreement.

46. Time Off in Lieu of Overtime

Employees may elect to take one or more days of banked time as days off under the following conditions:

- The Employee must provide a minimum of seventy two (72) hours written notice of their intent to take (use) their banked time.
- The Employer shall give reasonable consideration to requests, and shall not unreasonably deny, subject to maintaining efficient services and operations.

47. Employee Family Assistance Program

Effective January 1, 2009, the Employer agrees to fully fund the Employee Assistance Program

48. Premiums

The Spread Premium shall be ten percent (10%) of the Operator's regular straight time rate.

49. Surveillance Cameras and In Vehicle Monitoring System (IVMS)

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

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

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

In all cases, written or oral complaints, collision and incident reports shall be made available to the Union prior to any disciplinary meeting being held with the Employee.

50. Completion of Accident/Incident Reports

Employees required to complete an accident or incident report shall be paid thirty (30) minutes to complete their report at the location. With approval of a supervisor or manager, additional time may be paid for completion of accident or incident reports in appropriate circumstances.

Accident or incident reports will be completed within twenty-four (24) hours of the incident or accident. In extenuating circumstances, the twenty-four (24) hour reporting timeline may be extended by the Employer.

51. Shift Trading

All employees wishing to trade shifts and days off must first obtain permission from the Employer.

The following criteria will be applied:

- 1) Both individuals must be qualified to do the work.
- 2) A trade slip must be submitted in writing a minimum of twenty-four (24) hours prior to the start of the first shift. The slip must outline the names, date(s), indexes/shifts, and the days off to be traded. A trade is not to occur until approved by the Employer.
- 3) Employees are to sign in for the work performed, ensuring the proper name is referenced to the work. Employees will be paid for work performed.
- 4) The Employer will not incur additional overtime due to any shift trade.
- 5) All trades must be compliant with NSC Hours of Service Regulations.

52. Provincial Apprenticeship Legislation

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

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

After the Apprentice has completed eighteen (18) months within the Apprenticeship Program, they shall be rotated through all shifts to ensure thorough training in all aspects of the operation. The shifts shall be changed at least every second sign-up.

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

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

53. Accommodations

The Employer and Union recognize our obligation to provide an accommodation process under the legislation of the Province of British Columbia. This process also includes the Employee seeking accommodation.

The Employer and Union agree to establish a joint Duty to Accommodate Committee consisting of up to two (2) Employer representatives and up to two (2) Union representatives. This committee will meet as required to review applications, or issues arising from current accommodations, as well as the discontinuance of any accommodation.

54. Health and Safety

A. Composition of the Committee

An Occupational Health & Safety Committee shall be established.

1. The committee will be composed of an equal number of CUPE and Employer representatives, but with a minimum of two (2) CUPE Local 561 and two (2) Employer members.
2. The Committee shall elect a Chair and a Vice-Chair. If the Chair is a member of First Transit Canada Inc., the Vice-Chair will be a member of CUPE Local 561. If the Chair is a member of CUPE Local 561, the Vice-Chair will be a member of First Transit Canada Inc.

B. Function of the Committee

The Industrial Health & Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Industrial Health & Safety Program and shall promote compliance with the regulations of the Worker's Compensation Act.

C. Meetings

The Committee shall hold regular meetings at least once each month to review:

1. Reports of current accidents or industrial diseases, their causes and means of prevention, and
2. Remedial action taken or required by the reports of investigations and inspections, and
3. Any other matters pertaining to industrial health and safety.

D. Duties of the Committee

1. Minutes of the meetings shall be recorded by the secretary to the committee and copies of these minutes shall be forwarded immediately to the General Manager of First Transit Canada Inc., the Secretary of the Union and WorkSafeBC. The minutes will be posted at each location by the Employer.
2. Determine that regular inspections of the place of employment have been carried out, as required by WorkSafeBC regulations.
3. Determine that accident investigations are made, as required by the WorkSafeBC regulations.

4. Recommend measures required to attain compliance with WorkSafeBC regulations and the correction of hazardous working conditions.
5. Determine that structures, equipment, machinery, tools, methods of operation and work practices are in accordance with WorkSafeBC regulations.
6. Consider recommendations from the workforce with respect to Industrial Health and Safety matters and recommend implementation where warranted.
7. In the event of an accident, an incident or an occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

E. Other Regulations

All other regulations contained in the WorkSafeBC Act and regulations, although not specifically expressed herein, shall be recognized and adhered to.

F. Right to Refuse

The parties recognize the WorkSafeBC Industrial Health and Safety regulations that state: No person shall carry out or cause to be carried out any work, process or operate or cause to be operated any tool, appliance, or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

55. Sexual and Personal Harassment

The Employer and the Union agree that all employees have a right to a harassment and discrimination free workplace.

The Employer agrees that there shall be no discrimination with regard to employment based on the protected grounds set out in British Columbia's *Human Rights Code*, which include an individual's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or because of membership in the Union.

Informal Resolution Process

If an employee wishes to make a complaint of harassment, they may initiate an informal resolution process by approaching a Union representative, supervisor, or a manager to discuss potential means of resolving the complaint, which may include a discussion with the respondent.

If the matter is resolved to the complainant's satisfaction, then the matter is deemed to be concluded.

Formal Investigation

If the matter is not resolved to the complainant's satisfaction in the informal resolution process or the complainant is not comfortable with an informal process, the matter may be referred to a formal investigation process.

The Employer shall appoint an investigator from outside of the involved location to conduct the formal investigation (the "Investigator"). Alternatively, the Parties may agree to the appointment of a third-party Investigator.

At any meeting with the investigator, any Party or witness who is a member of the bargaining unit may be accompanied by a Union representative or the Union's National Representative.

In the event that the issue remains unresolved after review by the Investigator, the Union may refer the matter to the grievance procedure.

Confidentiality

Unless otherwise agreed, all resolution efforts and investigations are strictly confidential.

No Retaliation

No employee shall be subject to reprisal or discipline or threat of reprisal or discipline as a result of filing a legitimate complaint of harassment.

It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore, disciplinary action may apply in cases where false or malicious complaints are made.

56. Wage Schedules

A. Retroactivity

Retroactive pay will be based on the following:

- wage increase starting April 1, 2020 of 1.5%
- wage increase starting April 1, 2021 of 2.0%
- wage increase starting April 1, 2022 of 3%

provided to Current Employees at start of strike and Employees that Retired during the term of the Collective Agreement.

Effective April 1, 2020

| Classification | Start | 480 Hrs |
|-----------------------|--------------|----------------|
| Conventional Driver | \$ 26.93 | \$ 27.93 |
| Community Bus Driver | \$ 22.38 | \$ 23.38 |
| Custom Driver | \$ 22.56 | \$ 23.56 |
| Service Person | \$ 22.56 | \$ 23.56 |
| Journeyman Mechanic | \$ 40.67 | \$ 41.67 |

Effective April 1, 2021

| Classification | Start | 480 Hrs |
|-----------------------|--------------|----------------|
| Conventional Driver | \$ 27.49 | \$ 28.49 |
| Community Bus Driver | \$ 22.84 | \$ 23.84 |
| Custom Driver | \$ 23.03 | \$ 24.03 |
| Service Person | \$ 23.03 | \$ 24.03 |
| Journeyman Mechanic | \$ 41.50 | \$ 42.50 |

Effective April 1, 2022

| Classification | Start | 480 Hrs |
|-----------------------|--------------|----------------|
| Conventional Driver | \$ 28.35 | \$ 29.35 |

| | | |
|----------------------|----------|----------|
| Community Bus Driver | \$ 23.56 | \$ 24.56 |
| Custom Driver | \$ 23.75 | \$ 24.75 |
| Service Person | \$ 25.23 | \$ 26.23 |
| Journeyman Mechanic | \$ 42.77 | \$ 43.77 |

Effective April 1, 2023

| Classification | Start | 480 Hrs |
|-----------------------|--------------|----------------|
| Conventional Driver | \$ 32.18 | \$ 33.18 |
| Community Bus Driver | \$ 32.18 | \$ 33.18 |
| Custom Driver | \$ 32.18 | \$ 33.18 |
| Service Person | \$ 28.65 | \$ 29.65 |
| Journeyman Mechanic | \$ 48.07 | \$ 49.07 |

Effective April 1, 2024

| Classification | Start | 480 Hrs |
|-----------------------|--------------|----------------|
| Conventional Driver | \$35.06* | \$36.06* |
| Community Bus Driver | \$35.06* | |
| Custom Driver | \$35.06* | |
| Service Person | \$31.23 | \$32.23 |
| Journeyman Mechanic | \$ 51.05 | \$ 52.05 |

Effective April 1, 2025

| Classification | Start | 480 Hrs |
|-----------------------|--------------|--|
| Conventional Driver | Less \$ 1.00 | 100% of 2025 wage rate based on the 5 th year recognition rate for Conventional Driver in BC Transit and Unifor L333BC (Victoria) |
| Community Bus Driver | Less \$ 1.00 | |
| Custom Driver | Less \$ 1.00 | |
| Service Person | Less \$ 1.00 | 100% of 2025 wage rate based on the 5 th year recognition rate for Service Person in BC Transit and Unifor L333BC (Victoria) |
| Journeyman Mechanic | Less \$ 1.00 | ** \$ 52.83 - \$ 53.87 |

projection subject to adjustment to reflect 95% of 2024 wage rate based on the 5th year recognition rate for Conventional Driver in BC Transit and Unifor L333BC (Victoria) conventional once cost of living adjustment is applied

** Calculated as a cost-of-living adjustment, as follows – in the consumer price index (CPI) year, being the wage increase taking effect April 1, 2025: when the CPI numbers are released for March 2025 in BC, the CPI wage increase shall be calculated and applied to determine the increase that is scheduled for April 1, 2025. Using monthly reports for the preceding twelve-month period (April-March), the CPI wage increase shall be determined by averaging the monthly year-over-year CPI percentage change, all items – not seasonally adjusted – as reported by Statistics Canada with a minimum total annual increase of 1.5% and a maximum total annual increase of 3.5%.

Premiums:

| | |
|---|----------------------------------|
| Sunday Premium excluding Bus Washers and Utility | Fifteen percent (15%) |
| Driver Trainer premium for hours spent in performance of the trainer duties | \$2.50 per hour |
| Lead Hand Mechanic | \$2.00 per hour |
| Shift Premium for Mechanics | \$.40 per hour from 6 pm to 5 am |
| Route Trainer premium | \$1.50 per hour |

- a) Regular employees attending training courses, receiving remedial training or attending safety meetings at the request of the Employer shall receive their straight time rate of pay for all time including any actual travel time authorized by the Employer outside of their location.
- b) No compounding of premiums
- c) All work performed during the four hundred and eighty (480) hours of probation (start rate) will be \$1.00 per hour less than the full time classification rate.
- d) Employees, designated by the Employer, to provide orientation to new employees hired into the Maintenance Department (excluding Apprentice Mechanics) shall be paid for such hours designated.

57. Letters of Understanding

The parties agree that all Letters of Understanding Negotiated in the current round of bargaining will be attached to the Collective Agreement and will be numbered and indexed accordingly.

President, CUPE Local 561

Bart Carrigan
Senior Director of Operations, BC

CUPE Local 561 Bargaining Committee

Emily Watson
Senior Vice President Western Canada

CUPE Local 561 Bargaining Committee

CUPE Local 561 Bargaining Committee

—

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.

and

CUPE, Local 561

Letter of Understanding

Re: Full Time Floater Pool

WHEREAS the Parties have agreed to revise the structure of the conventional/community driver classification in the latest round of collective bargaining, including adding a full-time floater driver pool.

AND WHEREAS the Parties agree to the following regarding full-time floater indexes:

1. At the next sign up where the blocking is received after ratification, the Employer shall create at least fifteen additional full-time jobs in the newly created floater group, split between the Abbotsford and Chilliwack locations as deemed appropriate by the Employer. For the purposes of creating additional work, the number of full-time drivers at ratification shall be deemed the base number.
2. To become a full-time floater, drivers shall select a floater index at sign up, and will receive their work on a weekly basis for the period that they have signed a floater index. For clarity, the weekly work on a floater index will vary.
3. The following conditions apply to selection/assignment of work for full time floater indexes:
 - 3.1. Work will be selected weekly, in seniority order, from known work (unrostered work, vacation, LOA, medical leave, etc.).
 - 3.2. At sign up and by the 20th of each month for the life of the sign up, days off will be selected for the following month in seniority order based on an off-day schedule prepared by the Employer.
 - 3.3. Drivers on a full time floater indexes may not pass, meaning they may not decline to sign available work when their turn comes, or they will lose their guarantee of thirty-five (35) hours for the week and will only be paid for hours worked that week, even if less than thirty-five (35) hours.
 - 3.4. If sufficient work is available to do so, drivers on full time floater indexes must select between thirty-five (35) and forty (40) hours per week.
 - 3.5. The Employer may top up floater indexes to forty (40) hours per week without paying overtime, unless the top up is scheduled on the same day that the work is performed, in which case the top up will be paid as overtime rates as follows:
 - 3.5.1. Time and a half for the first two hours of work scheduled on the same day; and
 - 3.5.2. Double time for work after two hours of work scheduled on the same day.

Top up hours shall only occur on scheduled work days and shall be voluntary for drivers on floater indexes who are scheduled for at least thirty-five (35) hours that week. Further, nothing in this letter of understanding requires the Employer to offer work as overtime if it can be completed at straight time rates by another driver.

- 3.6. If there is not sufficient work available for all drivers on full-time floater indexes to select at least thirty-five (35) hours per week, then work shall be assigned to drivers on full time floater indexes as it becomes available with priority over relief board drivers and then casual drivers. Work shall not be assigned on a scheduled day off.
- 3.7. A driver on a full time floater index with less than thirty-five (35) selected hours in a week may not pass on additional work, meaning they may not refuse a work assignment to increase their weekly hours to between thirty-five (35) and forty (40). If a driver on a full time floater index does refuse work, then they will lose their thirty-five (35) hour guarantee for that week and will only be paid for hours worked, even if less than thirty-five (35).
4. The Employer shall review the number of full-time floaters.
5. Article 10(a) regarding posting temporary vacancies is suspended for the life of the letter of understanding.
6. The Parties agree to continue to consult regarding the implementation of full-time floaters, and this letter of understanding may be amended by mutual agreement in writing.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.
and
CUPE, Local 561
Letter of Understanding
Re: Relief Pool

WHEREAS the Parties have agreed to revise the structure of the driver classification in the latest round of collective bargaining, including adding a Relief Pool.

AND WHEREAS the Parties agree to the following regarding the Relief Driver Pool:

1. After rostering the work for the first sign up where the blocking is received after ratification, the Employer will review the unsigned work, trends in absences from the workplace, overtime, and other applicable factors, to determine the appropriate number of positions on the relief board.
2. Employees from the discontinued spareboard will have the first option to join the relief pool, and then the Employer will post the remaining Relief Pool positions.
3. A Relief Pool Driver shall accrue seniority to move to full time.
4. Relief Pool Employees shall be entitled to Article 17, 18, 19, 20-, 21, 22, and 23 and any other statutory leave positions.
5. Relief Pool Employees shall be entitled to Health and Welfare Benefits under Article 43.
6. Relief Pool Drivers shall sign for days off every four (4) weeks and may select up to three (3) off days per week on a rotational basis within the applicable signing process.
7. Available days are days other than those that a Relief Pool Driver has signed as off days. On their available days, Relief Pool Drivers shall be assigned hours composed of Conventional/Community and/or Custom hours, up to forty (40) hours per week.
8. Relief Pool Drivers will be assigned their preliminary weekly work on an equal rotation, with additional work assigned as it becomes available, with priority over casuals. Relief Pool Drivers may not pass on work assigned on their available days.
9. In accordance with Article 18.6, work reallocated after the call out sheet is closed shall be paid at the higher rate of pay (if applicable).
10. Relief Pool Drivers who do not sign for off days will be deemed available every day, up to forty (40) hours per week.
11. Relief Pool Drivers who do not meet the requirements of the Relief Pool, including availability and accepting assigned work, shall be moved to the casual pool. After six (6) months as a casual without further infraction, the employee may move back to the Relief Pool if they have the seniority to do so when there is a vacancy.
12. The Employer shall determine the number of Relief Pool Drivers to a maximum of twelve (12).

13. The Parties agree to continue to consult regarding the implementation of the Relief Pool, and this letter of understanding may be amended by mutual agreement in writing.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.

and

CUPE, Local 561

Letter of Understanding

Re: Discontinuation of the Spareboard

WHEREAS the Parties have agreed to revise the structure of the driver classification in the latest round of collective bargaining, including discontinuing the spareboard prior to the next sign up where the blocking is received after ratification.

NOW THEREFORE the existing spareboard drivers shall have the option, in seniority order, to bid for full time work, join the relief pool, or revert to casual status.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.
and
CUPE, Local 561
Letter of Understanding
Re: Casual Drivers

During collective bargaining, First Transit Canada Inc, sought resolution to issues regarding casual drivers providing availability and subsequently refusing work on available days.

The Parties agree:

1. Casual employees who provide availability shall not refuse work on those days other than being sick or for other approved leaves.
2. Casual employees who have provided availability will be offered work on a rotational basis according to their availability, with those who have provided availability that day being called before those who have not.
3. Casual employees may adjust their availability for the following month no later than the 21st of the current month.
4. For the purposes of posting into the Relief Pool or full time, total hours worked as a casual employee will be the determining factor.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.
and
CUPE, Local 561
Letter of Understanding
Re: Process for Rostering

The Parties agree that the following terms and conditions will take effect upon ratification of the collective agreement with a term of April 1, 2020 – March 31, 2026

1. The following definitions will apply:
 - a. Blocking: the sequence of routes that the bus performs;
 - b. Cut: the arrangement of the blocking into daily work to be performed by the driver;
 - c. Paddle: the driver's instructions for the day;
 - d. Roster: the mixing of all the different paddles to make the index; and
 - e. Index: the signable weekly work created by rostering paddles.
2. The Runs Committee will provide the Employer with constant feedback regarding the runs and the cut. To maximize the Employer's ability to respond to such feedback, the Sign-Up Committee will not wait for the blocking from BC Transit or the sign up process to provide feedback.
3. The Runs Committee and the Employer will meet approximately four (4) to six (6) weeks after a new sign up starts to discuss feedback.
4. Following receipt of the blocking from BC Transit, the Employer will:
 - a. Cut the blocking into paddles;
 - b. Roster the work by grouping daily paddles into indexes;
 - c. Meet with the Runs Committee following the Runs Committee's proofing of the sign-up
 - d. Post a sign-up of the available indexes.
5. The roles and responsibilities of the Runs Committee are to:
 - a. Obtain ongoing input and feedback from the Drivers for future cuts;
 - b. Provide guidance to the Employer on the preferred focus of the upcoming cut. Such guidance may include suggestions such as:
 - i. The priority of full time and/or casual work;
 - ii. The number of straight pieces of work, split shifts, and/or compressed shifts; and
 - iii. The start and end times of the runs;

- c. Work in collaboration with the Employer to proof the upcoming sign up by looking for flow, transfers, errors, omissions, efficiencies, and the inclusion of driver notes on paddles; and
 - d. Assist the Employer with the rostering of the runs, as required.
- 6. The suggestions of the Runs Committee regarding the construction of the sign up will be adopted as much as possible provided:
 - a. The posting of the sign up will not be unduly delayed, and
 - b. The Employer reserves the final decision as to whether a Union/Sheet Committee suggestion is adopted or rejected based on costs, overall quality of work, and implications to the Employer's ability to fill work.
- 7. Where the Employer does not adopt a suggestion from the Runs Committee, the Employer will, upon the Runs Committee's request, provide the reasons for the decision in writing.
- 8. The sign-up will not be delayed if a regular Runs Committee member is unavailable. The Parties agree that every effort will be made to keep the committee consistent through the sign-up process.
- 9. Employees who have not signed for themselves, in person or by proxy, by their posted time will be assigned a bid closest to their last bid.
- 10. The Employer and the Runs Committee must ensure that the service deadlines set by the customer are met.
- 11. All other terms and conditions of the collective agreement will apply.
- 12. The Parties agree that this letter of understanding will be open for discussion about how to improve the process outlined above.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.

and

CUPE, Local 561

Letter of Understanding

Re: Emergent Call Outs

An emergent callout is any situation where First Transit has been asked to provide emergency services to a Local Government, the Provincial Government, or Local Emergency Services. This work is above the "Normal" working shifts assigned or chosen by Operators. Employees who have signed up to be on the emergent callout list will be assigned work by seniority. This work will be paid at the rate of time and a half for all employees and is not intended to be used as a top-up of regular hours. Operators already scheduled to work on such a day will not be called to assist.

Employees who have already signed up for overtime when an emergent situation arises are not eligible to be called out unless there are additional requirements above the current emergent staffing levels.

NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.

and

CUPE, Local 561

Letter of Understanding

Re: Pension

The Parties agree to the implementation of the CAAT Pension Plan effective April 1, 2024 with joint participation of employees and that the contribution rate be 3.5% jointly funded and that the contribution rate be increased to 5% on April 1, 2025 jointly funded.

For the period beginning April 1, 2023, the RRSP provisions of the Current Collective Agreement shall remain in effect until April 1, 2024.

In the event the parties encounter any difficulties or differences in implementing the pension plan recommended above, Vince Ready or another arbitrator agreed to by the parties, shall retain the necessary jurisdiction as a mediator/arbitrator to assist the parties in resolving any issues, first by mediation and, if necessary, by issuing a final and binding decision.

Cope491