

COLLECTIVE AGREEMENT

between

**TRAIL TRANSIT SERVICES INC.
(and CASTLEGAR TRANSIT)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 2087**

July 1, 2005 – March 31, 2008

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DEFINITIONS

Employer

Shall refer to the as Trail Transit Services, Inc.

Service Date

Service Date referred to in this Agreement shall mean first day hired.

Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

Regular Part-Time Employees

A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in the Agreement, except as otherwise stated herein.

Part-time employees will have first right ~~to~~ of refusal to work, on a seniority basis, for any shifts that become available on a short-term basis. Such hours will be worked according to the provisions of the hours of work, rates of pay and overtime provisions of this Collective Agreement.

Spareboard

A spareboard employee is one who is hired on an on-going basis for relief work on a Monday through Saturday availability. This employee will be offered any available work after such work has been offered to regular part-time employees and before it is offered to casual employees.

This employee is one whose stated intent is to work their way into the operation for the purpose of eventually becoming a regular employee.

After completion of the probationary period (ninety (90) shifts worked in a twelve (12) month period) seniority will be established as the first day worked of that probationary period.

Following completion of the probationary period, a spareboard employee will be entitled to benefits as specified in the Collective Agreement.

Prior to the end of the probationary period, a spareboard employee will accrue seniority for the purposes of being considered for the positions above based on the number of shifts worked.

If a spareboard employee wishes to work for some other Employer full-time, they will resign from the Employer and rehire as a casual if they want to work on an intermittent basis only.

Casual Employees

A casual employee shall mean any employee hired on an intermittent basis.

When a casual employee has completed ninety (90) shifts worked within a twelve (12) month period, their seniority date will be established as the first shift worked of that probationary period, and they shall be entitled to other benefits as specified in the Collective Agreement.

Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months) in any one (1) year, and for a specific job that is not normally performed by the members of the bargaining unit.

The rate of pay for the job required will be negotiated prior to the posting, for the temporary employee.

Upon completion of the ninety (90) shift probationary period, seniority will be established as the first shift worked in the probationary period and will only apply within this classification. If a temporary employee applies to be a spareboard, casual or regular employee, he/she will be required to complete the full ninety (90) shift probationary period.

These employees shall be entitled to other benefits of this Collective Agreement, except Article 13 – Sick Leave and Article 15 – Benefits and Health Care Plans, 15.02, 15.04, 15.05, 15.06, 15.07 and 15.08.

Days

Shall mean days worked unless otherwise specified.

Week

Shall mean the regular working week for employees as under the Article "Hours of Work".

Month

Shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) or twenty-nine (29) days each leap year.

Year

Shall mean a period of twelve (12) months from one given date to another.

Running Lunch

Shall not be interpreted as a sit-down lunch, but a lunch to be eaten when conditions permit.

Lead Hand/Chargehand

Is one who, over and above his/her regular work, supervises but remains under the supervision of a Working Supervisor. This person will be specifically assigned this position by his/her immediate Supervisor having regard for the employee being the senior permanent qualified to perform the job duties.

Working Supervisor

Is one who, over and above his/her regular work, supervises other workers and lead hand/chargehand(s) and/or assigns work in the absence of Management.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Exclusive Bargaining Agency

The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions as long as the Union retains its rights to conduct collective bargaining on behalf of the employees of Trail Transit or Castlegar Transit under the provisions of the British Columbia Labour Relations Code.

1.02 Union Security

All employees of Trail Transit and Castlegar Transit who are Union members, as a condition of continued employment, shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the Employer blameless for any necessary action under this clause.

1.03 (a) No Discrimination

The Employer agrees there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union, and the Union agrees that there shall be no intimidation or discrimination on its part against any employee of Trail Transit or Castlegar Transit.

(b) (i) A person must not:

- (a) refuse to employ or refuse to continue to employ a person, or
- (b) discriminate against a person regarding employment or any term or condition of employment

because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or 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.

- (ii) Paragraph (i) above does not apply:
 - (a) as it relates to age, to a bona fide scheme based on seniority, or
 - (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan.
- (iii) Paragraph (i) above does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

1.04 No Strikes or Lockouts

There shall be no strikes or lockouts during the length of this Agreement in accordance with the Labour Relations Code.

1.05 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

Manager
Confidential Secretary (1)
Parts Manager

- 1.06 In the event the Company bids on new transit system contracts or there is an extension or reduction of present work it is agreed that the provisions of the Collective Agreement shall apply to such work.

Union Check-Off and Induction

- 1.07 The Employer shall deduct initiation fees, dues, and assessments from the pay of each employee who shall provide the Employer, as a condition of employment with a signed written Assignment of Wages to the Union.
- 1.08 The Employer shall remit to the Union, the sums deducted, in the month following the month in which the deductions are made, together with a written statement containing the names of the employees from whom deductions were made and the amount from each.
- 1.09 The Union will notify the Employer in writing of the current fees and dues, and assessments, and deductions under the provisions of this Article shall only be made upon receipt and in accord with such notification.

1.10 Advising Employees

The Employer agrees to advise potential employees that a collective agreement is in effect and with the conditions of employment set out in the Article dealing with Union Security.

The Employer will provide a copy of this collective agreement to each new employee prior to or on commencement of employment.

1.11 Shop Stewards

The Union may appoint or elect up to three union stewards who shall be employees of Trail Transit and Castlegar Transit.

The Union shall notify the Employer, in writing, of the current officers and stewards of the Union.

1.12 Union Bulletin Board

The Employer agrees that the Union shall have the right to maintain a bulletin board at each worksite, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events, and reports of the Union.

1.13 No employee shall be required or permitted to make written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

1.14 The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Local with a copy to the Vice-President (Trail Transit).

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the President of the Local with a copy to the Vice-President (Trail Transit).

1.15 Successor Status

The Employer hereby recognizes the rights of all employees to be protected by application of Successor Status.

If a business or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings of the Labour Relations Code before the date of the disposition and the proceedings shall continue as if no change had occurred.

It is further agreed that the Collective Agreement will continue to bind the purchaser, lessee or transferee to the same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The management of the Employer's business, including the hiring, promotion, demotion, discipline and dismissal for just and reasonable cause, and the direction of the working forces is vested exclusively with the Employer, except as may be otherwise specifically provided in this Agreement.
- 2.02 The Union agrees that the Employer has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.
- 2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory personnel shall be entirely a matter for the discretion of the Employer.
- 2.05 The Employer shall have the right to retire an employee at age 65 years.

By mutual agreement between the Employer, the Union and an employee, the employee may work beyond sixty-five (65) years of age.

ARTICLE 3 - TECHNOLOGICAL CHANGE

- 3.01 (a) Definition of Technological Change - a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material; that significantly decreases the number of employees; but does not include normal lay-off resulting from a decrease in the amount of work to be done.
- (b) The purpose of the following provisions are to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Notification of Changes

Three (3) months before the proposed introduction of any technological change affecting two (2) or more employees, as defined by the Labour Relations Code, the Employer shall notify the Union of the proposed technological change.

3.03 Technological Displacement

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.

3.04 Training Program

- (a) The Employer, after consultation with the Union, may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the Employer thinks fit. The Employer will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position, he/she may be released by the Employer.
- (b) If an employee, who is displaced by technological change, is retrained for, or takes a position with the Employer that is at a lower rate of pay, he/she shall be entitled to only one-half (1/2) of the pay increases given to the new position until his/her rate of pay becomes the same as that provided for the new position.

- 3.05 No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four weeks, during which time he/she will be allowed up to five (5) hours per week without loss of pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with the Article on Lay-off in this Agreement.
- 3.06 (a) If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 6 of this Agreement and in the event he/she be rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.
- (b) The severance pay payable (in addition to the Agreement provisions) to an employee, pursuant to this Article, shall be one (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.
- 3.07 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlement as described in this Article.
- 3.08 No New Employee

No additional employees under this Article shall be hired by the Employer until the provisions of Article 3.04 have been met.

ARTICLE 4 - GRIEVANCE RESOLUTION

4.01 The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked.

4.02 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with the Employer provided that not less than four (4) hours notice be given to his/her immediate Supervisor by the Officer(s) of the Union so requesting the time off.

4.03 Grievance Procedure

In the event of an employee having a grievance the settlement of the said grievance shall be handled under the following procedures:

4.04 Stage 1

Within ten (10) working days of learning of the grievance, the employee or employees concerned, with a Union officer or steward in attendance, shall endeavour to settle the dispute with the immediate Supervisor. Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be referred to Stage 2.

4.05 Stage 2

The Grievance Committee of the Union shall meet with the Manager within five (5) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such a meeting, the dispute may be submitted to Arbitration.

4.06 All replies to grievances shall be in writing at all stages.

4.07 Time Limits

The time limits in this Article may be varied and/or extended only by mutual agreement between the Parties.

4.08 The Employer shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days of the submission, the Employer shall have the right, upon giving five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with this Article.

4.09 Where a dispute involves a question of general application, the Employer and the Union may agree to bypass Stage 1.

4.10 Composition of the Board

The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chair, to be chosen by the two (2) persons thus selected. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Collective Agreement Arbitration Bureau shall be requested to appoint such a member.

4.11 Decision

The decision of the Board of Arbitration shall be final and binding upon the Parties.

4.12 Expenses of Arbitration Board

Each Party shall bear the expenses of the nominee appointed by such Party, and shall pay one-half (1/2) of the expenses of the Chair.

ARTICLE 5 - STAFF AND STAFFING

5.01 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy. Vacancies for positions outside of the bargaining unit shall be posted on bulletin boards.

If the vacancy is to be of a temporary nature, i.e. replacement for WCB, LTD, Extended Leave, the posting will so indicate. – "This is a temporary posting and will continue until (date) or the return of the incumbent."

5.02 Information on Posting/Vacancy

Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position. The Employer will ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

5.03 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed.

5.04 Processing and Filling of Vacancies/Appointments

Following the processing of applications, the Employer shall conduct interviews for those employees meeting the posted requirements, and within seven (7) days following the completion of the interviewing, shall notify the successful employee of his/her appointment.

5.05 Probationary Period

From the date of hiring an employee shall be on probation for a period of ninety (90) days. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement.

Assessment During Probationary Period

During the probationary period the Employer shall be responsible to ensure that an ongoing evaluation of the employee is conducted. Such evaluation to include, but not be limited to: orientation to worksite, job, rules and regulations; monitoring of employee on a regular basis; communication to employee of the individual's performance; correction as necessary and time to ensure correction is understood and made.

5.06 On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement.

5.07 Promotions, Demotions, Transfers

The Employer agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer. Where competency, efficiency, and ability of competing employees are relatively equal, the more senior employee shall be given preference. Subject to the grievance procedure in this Agreement, the Employer shall determine competency, efficiency and ability in a fair and equitable manner.

5.08 If an employee registers an objection to his/her promotion or appointment and such promotion or appointment is given to another employee with less seniority, the latter employee will be deemed, as regards promotion or appointment only, to have greater seniority than the employee who objected to such promotion or appointment.

5.09 The Employer is not obligated to consider seniority in the case of promotions or demotions not in excess of one (1) full shift, but such period of time may be extended by mutual agreement of the Employer and the Union.

5.10 Job/Position Classification Changes

An employee moving from one classification to another that involves no change in his/her pay rate shall not be considered as promoted or demoted.

5.11 Transfers

An employee may be transferred to a position both within and outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee will be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as his/her former position, the employee shall remain at this pay level.

- 5.12 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to a position in the bargaining unit during the sixty (60) days period.

If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with this seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

- 5.13 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days unless the Parties to this Agreement mutually agree to extend the time limit(s).
- 5.14 Transfers extending beyond the sixty (60) days shall be considered as a permanent transfer.
- 5.15 Notwithstanding any of the foregoing, no employee shall be transferred to a position both within or outside of the bargaining unit without his/her consent.

5.16 Special Skills Transfer

The Employer shall have the right, from time to time to select employees who are to be given special experience or training in preparing them or trying them out as to their capabilities for other assignments with the Employer and to promote, demote, engage, retain or dispense with their services in such assignments, provided, however, that the employee concerned shall be reinstated in the job classification he/she would have held had he/she not been so chosen for the special assignment, and further provided that no such employee shall be assigned to take over the job occupied at the time by an employee outranking such person for promotion purposes if such assignment would result in demotion of such employee. The relative seniority of employees, as set out in the Employer's seniority listing, shall not be changed as the result of action under this Section.

5.17 The Union agrees that the Employer shall have the right to hire any employee having special skills or trades for a special assignment of work who shall be discharged when his/her employment at such special skill, trade or assignment comes to an end. However, in the event that such employment is temporarily halted due to adverse weather conditions or a lack of available materials, the Employer may retain such employee in its service until he/she can recommence work on the special assignment.

5.18 Qualifying Period

The employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) days. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to his former position, wage or salary rate, without loss of seniority.

ARTICLE 6 - LAY-OFFS AND RECALL

6.01 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification.

6.02 Recognition of Union Officers During Lay-off

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local Executive Board and Chief Steward, not to exceed five (5) employees, shall be the last persons laid off during their term of office.

6.03 Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

6.04 In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees. All such employees shall receive a minimum of four (4) hours pay at the base rate and overtime after four (4) hours for the job for such call-outs. An employee recalled under the provisions of this Section, shall be considered as being laid off at the conclusion of each working day unless otherwise advised.

6.05 Recall Procedure

Subject to their ability to perform the work of a classification, employees shall be recalled in order of their seniority. The Employer shall notify the employee(s) by registered mail and shall give ten (10) days notice of the recall.

An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere, shall not lose recall rights for his/her refusal to return to work.

6.06 Laid-off employee(s) failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to reemployment. Employee(s) requiring to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the ten (10) days provision.

6.07 No New Employees

No new employee(s) shall be hired, until those laid-off employees have been notified subject to Article 7, subject to their ability to perform the work of the classification.

6.08 Grievance

A grievance concerning lay-off or recall may be initiated at Stage 2 of the grievance procedure.

6.09 Permanent part-time employees on seasonal lay-off during the summer months who wish to be available for work will so notify the Employer by April 30th. Employees not wishing to be offered this additional work will suffer no loss of seniority or other contractual rights.

ARTICLE 7 – SENIORITY

7.01 Calculation of Seniority

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit wide basis unless specified otherwise elsewhere in this Agreement. There shall be one (1) seniority list.

(a) Regular Permanent Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement.

(b) Temporary Employees

Following the probationary period, seniority credits, shall commence from the service date of the employee, except in the case of promotions, demotions, and lay-offs, when seniority shall be calculated as the number of shifts worked since the service date of the employee.

(c) Spareboard

Following their probation (90 days worked in a twelve month period) a spareboard employee will be entitled to benefits as specified in the Collective Agreement as well as seniority from their first day of hire.

(d) Casual Employees

A casual employee is one who is hired to work intermittently.

When a casual employee has completed ninety (90) shifts worked in a twelve (12) month period, he/she shall be entitled:

- a) to benefits as specified in the Collective Agreement
- b) to a seniority date established as the first of the ninety (90) shifts worked in the probationary period.

Casual employees who have not yet completed the probationary period of ninety (90) shifts shall be called for work after those employees who have completed the probationary period.

If a casual employee wishes to move into the spareboard classification, he/she will resign from this Employer as a casual and rehire as a spareboard employee.

7.02 Seniority Lists

The Employer shall maintain separate seniority lists for each category of employee based on the foregoing. The list shall show for:

- (a) Permanent regular employees, the date upon which each employee's service commenced.
- (b) Temporary employees, the service date and the number of shifts from the commencement of the service date.
- (c) Casual employees shall be added to the list based on the number of shifts accrued since the service date.

The list shall be updated annually and forwarded to the Union and will be posted on all bulletin boards during the month of January each year.

7.03 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event the employee:

- (1) is discharged for just cause and is not reinstated;
- (2) resigns in writing and does not withdraw within two (2) days;
- (3) is absent from work in excess of five (5) working days without sufficient cause or without notification to the Employer, unless such notice was not reasonably possible;
- (4) he/she fails to return to work within ten (10) days calendar days following recall after a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (5) he/she is laid off for a period longer than one year;
- (6) retires;
- (7) accepts severance pay.

7.04 In the event of this country being at war, the seniority of employees enlisting in the Armed Forces shall continue on, provided that for this purpose, an employee returns to his/her employment with the Employer within a period of six (6) calendar months following his/her discharge from the Forces.

7.05 Union Leave/Business

It is understood that where the Employer grants time off to an employee, or a Leave of Absence pursuant to Article 9, he/she shall not lose seniority rights and shall be entitled to return to his/her job he/she would have held, had not the time off/leave of absence been taken.

ARTICLE 8 - JOB CLASSIFICATIONS

8.01 Job Description/Classification

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.

If the Union presents written objection to a job description presented to it by the Employer within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to grievance procedure.

The Employer to provide job descriptions by March 31, 2000.

8.02 Notice of New Position

In the event the Employer shall establish any new position, for which the Union is bargaining agent, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all bulletin boards at the Employer's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the Parties are unable to resolve the dispute, then it will be submitted to grievance procedure.

8.03 Changes in Classification

When the duties or volume of work in any classification is changed or increased, or where the Job Classification Committee representatives of the Union or an employee feels he/she is unfairly or incorrectly classified, during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to Grievance and Arbitration. The reclassification and/or rate of pay shall be considered retroactive to the date of the employee first filled that position.

8.04 Elimination or Change of Classification

Existing classifications shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to Arbitration pursuant to Article VI.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 General Leave

A regular permanent employee shall be granted leave of absence without pay and with accumulation of seniority, up to a maximum of three (3) months, for good and sufficient cause. A request for such leave shall be in writing. Adoption Leave shall be granted under this section.

9.02 Union Leave

The Employer shall grant long-term leave of absence to a regular permanent employee, without pay and with accumulation of seniority, for the business purposes of the local union, or CUPE, but such leave shall not exceed two years. Extensions to such leave may be granted by the company, upon application from the Union.

9.03 A maximum of three (3) bargaining representatives in the employ of the Employer shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. Collective bargaining, where used in this Section, means the negotiation of a new Agreement, if any to supersede this Agreement.

9.04 The Employer agrees to grant leave of absence, without pay, to union members who are permanent employees for the business purposes of the Union or to attend labour seminars or labour conventions up to a cumulative maximum of sixty (60) days per calendar year, provided reasonable notice is given in writing.

It is agreed that employees on union leave will be provided benefits and the union agrees to reimburse the full cost of such benefits, provided the Employer can justify the rates.

9.05 Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of death within the Province and five (5) days outside the Province, of a parent, spouse, common-law spouse, same sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild or grandparent-in-law.

An employee shall be granted three (3) regularly scheduled consecutive work days leave, without loss of pay and benefits in the case of death of a brother-in-law, sister-in-law, step-parent or step-child.

Where the service occurs outside the Province, such leave shall also include two (2) days travelling time, without pay.

9.06 Pallbearer Leave

One-half day leave without loss of pay shall be granted an employee to attend a funeral as pallbearer.

9.07 Educational Leave

An employee shall be entitled to leave of absence, with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications for the Employer.

9.08 Medical Care Leave

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care, provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

9.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee when subpoenaed as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness, in any matter arising out of his/her employment, shall be considered as time worked at the appropriate rate of pay.

9.10 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Serious fire or flood in employee's home.	Up to three (3) days
Employee's marriage	One (1) working day at the discretion of the employee if it falls on a working day.

9.11 Casual Leave

The Employer shall grant casual leave of absence without pay to any employee on reasonable notice, provided the request itself is reasonable and provided the leave can be accommodated by the Company without undue interference to the system. Reasonable notice shall be a minimum of forty-eight (48) hours, except in emergencies.

9.12 Family Care

Maximum of three (3) days per year to be deducted from the employee's sick leave bank used to provide the following for the employee or their immediate household:

- a) Medical Care – preventative medical, health and dental care
- b) When the employee is the only one in the household to care for a sick family member

It is not required to book off an entire shift, the employee may take such time off in hourly allotments, with a minimum of four (4) hours where replacement is required.

ARTICLE 10 - HOURS OF WORK, OVERTIME, WAGES

10.01 Hours of Work

The regular working week shall constitute forty (40) hours, eight (8) hours per day, with the exception of some employees covered under Article 10.03

10.02 The regular working week, together with the hours of work may be varied by mutual agreement between the Employer and the Union under special circumstances.

10.03 The hours of work for the following shall be:

Bus washer and service person: Monday to Friday between 5 a.m. and 1:30 p.m. with one-half (1/2) hour for lunch. Summer schedule covering July to return of school in September – 5 a.m. to 9 a.m.

10.04 Shift Work

- (a) Shift work shall be as per posted schedule. Lists shall be drawn up and posted with respect to all employees on such shifts. One (1) week notice of all shift changes, except in cases of emergency.
- (b) Casual employees replacing regular full-time employees for a full shift will be entitled to the same hourly allotment as the regular employees. Any other shifts will pay actual hours worked but not less than the four (4) hour minimum, Monday through Saturday inclusive.

10.05 Drivers

Shift work for Transit employees shall be as per posted weekly schedule(s) on a rotation basis.

Senior employees shall have preference in selecting their shifts when qualified junior employees are available to perform the required work.

10.06 Mechanic and Shop Workers

- (a) Day Shift - eight (8) hours between 7 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch.
- (b) Afternoon Shift - eight (8) hours from 3 p.m. to 11 p.m. with a running lunch.
- (c) Night Shift - eight (8) hours from 11 p.m. to 7.a.m. with a running lunch.
- (d) Ten (10) Hour Shift - Days: 7 a.m. to 5:30 p.m.
Afternoons: 12 noon to 10:30 p.m.
- (e) Ten (10) Hour Shift - Ten (10) hour shifts will be allowed two (2) thirty (30) minute breaks, equalling sixty (60) minutes, thirty (30) minutes of it will be paid, the remaining thirty (30) minutes will be considered the employees lunch break.

10.07 Scheduling of Relief Work

Handi-Dart – When temporary vacancies occur for periods longer than a week, the persons filling such vacancies cannot bid on any other temporary vacancy until they have filled the vacancy for a minimum of one (1) week.

A junior regular employee will have the option to claim a higher paying position/greater hours in instances where another regular employee is absent. Said regular employees shall be approached in order of seniority by 3:30 p.m.

Employees agree, where possible, all requests for time off will be made prior to 2:00 p.m.

The office will arrange shift replacements for Saturdays and Mondays on the Thursday before.

In emergency situations which are beyond the control of the Employer, Article 5.09 will apply. Friday night, part-time Handi-Dart has first option on that shift.

10.08 Eating Allowance for Extended Hours

Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a lunch not to exceed the sum of nine (\$9.00) dollars, paid by the Employer plus time to eat, not to exceed one (1) hour.

10.09 Rest Between Change of Shifts

Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period.

10.10 Casual employees working a full day as drivers, and regular drivers, shall be paid \$1.50 per day in lieu of any shift, layover, or split-shift differentials.

Part 2 - Overtime

10.11 Overtime Defined

All time worked before or after the employee's regular shift, the employee's regular work week, or, on a holiday shall be considered overtime.

- 10.12 (a) Daily overtime – time and one-half (1 ½) for the first three (3) hours following completion of regular shift and double (2x) time thereafter.
- (b) Weekly overtime – time and one-half (1 ½) for the first eight (8) hours and double (2x) time thereafter – not to be compounded with (a) above.

The above as per Employment Standards Act.

10.13 Accumulation of Overtime

Employees will be allowed to accumulate overtime in an Overtime Bank, up to a maximum of eighty (80) hours at any one time.

An employee may request pay out of accumulated time by:

- (a) pay out of not less than twenty (20) hours to be paid on a separate cheque, or
- (b) for accumulations of less than twenty (20) hours – to be paid on their regular pay cheque.

These hours must be cleared by December 31st of the year in which the accumulated overtime was earned. If employees have failed to clear their accumulated overtime by December 31st, then the Employer will pay out all unused overtime to those employees so affected. An extension of this clearing date may be possible by mutual agreement between the Parties.

10.14 Statutory Holiday for Continuous Shift Employees

An employee required to work a continuous seven (7) days per week shift shall have the right to accumulate up to five (5) days in lieu of holidays worked to be taken in a block at a mutually agreed time.

Part 3 – On-call

10.15 Mechanics will be required to work on-call, scheduled by rotation for a seven (7) day period:

Mondays – 5:30 p.m. to 7:30 a.m.

Tuesdays to Sundays – 10:30 p.m. to 7:30 a.m.

When an employee is so scheduled he/she will be paid straight time for two (2) hours per day of schedule.

The designated on-call employee will be provided with a pager and keys as required.

The designated on-call employee will be required to respond to calls in both areas of operation. (Castlegar and Trail)

The Employer agrees that employees can exchange rotations, and/or transfer the obligation to be on the rotation to another employee provided that this does not result in an additional cost to the Employer. Notice of transfers of obligation will be done in writing with both employees signing the notice. The employee originally obligated to the rotation may rejoin the schedule by so notifying the Employer in writing of his/her intent to do so.

The designated on-call employee is called out, the provisions of the Call-out – Part 4 below shall apply.

All hours actually worked by an "on-call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement.

An employee may leave his/her employment and return home when he/she has completed the work for which he/she was called.

Part 4 – Call-Out

- 10.18 An employee, other than those covered under Article 10.14 of this Agreement, called out to work at any time other than his/her regular shift, shall be paid for a minimum of four (4) hours at the base rate for the job, or time and one half (1 1/2) whichever is the greater.
- 10.19 An employee required to report for work on any given shift, and if sent home by his/her Supervisor due to adverse weather conditions or because of the lack of available work for that shift, shall receive three (3) hours pay at the base rate (excluding any differentials, excepting shift differentials) of the job at which he/she was last employed. If an employee commences work he/she shall be paid for a minimum of four (4) hours.

Part 5 - Wages

- 10.20 The Employer shall pay wages to its employees in accordance with Schedule A attached hereto and forming part of this Agreement.

10.21 Shift Premium

All weekend shifts and shifts other than day shift shall receive a premium of fifty (\$.50) cents per hour for all such hours worked. There shall be only one (1) premium paid for the same hours.

10.22 Relieving in Higher Rated Positions

Employees relieving in higher rated positions during any portion of their work shift shall be paid the rate of the higher rated position for the entire day.

10.23 Pay Days

All employees shall be paid bi-weekly.

10.24 Equal Pay for Equal Worth

Employees within comparable classifications shall receive equal pay for equal worth, regardless of sex.

10.25 Service Person Operating Bus

A Service Person, who operates a transit bus as part of the Service Person's regularly scheduled day, shall be paid the appropriate rates for the hours worked, including premiums and the sum under Article 10.09; provided that if such time totals more than four (4) hours in the day, the Service Person shall be paid that rate for the entire day.

10.26 Starting Point/End Point

In the event that a driver's ending point on a day is not at the same place as the starting point, transportation will be provided by the company from the end point to the starting point and the travelling time involved will be included in the paid working hours of the shift schedule involved.

10.27 Employees who perform their regular duties in the shop and are required to work on Saturday and/or Sunday shall receive their regular rate of pay plus fifty (\$.50) cents per hour for the time worked on Saturday and Sunday only. Premiums can not be pyramided with other premiums or with overtime rates.

10.28 Paid Breaks

Employees, with the exception of those employees on a ten (10) hour shift are entitled to paid breaks as follows:

In excess of six (6) consecutive hours on shift – two (2) paid fifteen (15) minute breaks or equivalent.

Four (4) to six (6) consecutive hours on shift – one (1) paid fifteen (15) minute break or equivalent.

Such breaks to be taken at a time and place convenient to the Employer.

"or equivalent" means that the one or two breaks may be taken in smaller instalments, i.e. when convenient to both Employer and employee.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Part 1 - Statutory Holidays

11.01 An employee shall receive a day off with pay for all Statutory Holidays listed in this Article, provided that he/she worked the scheduled day previous to such Statutory Holiday, at the rate of pay received on the scheduled day prior to such Statutory Holiday.

The Company will grant under special circumstances the waiver of working the scheduled day prior to the statutory holiday, as long as the replacing person is not paid for the statutory holiday as well as the relieved person.

In accordance with Article 11, Part 1, and the Employment Standards Act, the parties agree to the Statutory Holiday entitlement for regular part-time and casual employees as follows:

Regular Part-Time Employees – Regular part-time employees will receive Statutory Holiday Pay same as regular scheduled day before, or if the employee has worked irregular hours during the thirty (30) days prior to the statutory holiday then the employee is entitled to an average days pay for the holiday.

This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

Casual Employees – Casual employees who have worked fewer than fifteen (15) of the thirty (30) days prior to the statutory holiday are entitled to pro-rated statutory holiday pay.

This amount is calculated by dividing the employees total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

Should the employee work fifteen (15) or more days of the thirty (30) days prior to the statutory holiday they will be entitled to an average days pay based on the above calculation for regular part-time employees.

11.02 In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday and providing such occurs during the course of time employed, the employee shall present to his/her foreman a doctor's certificate substantiating the illness or accident.

11.03 The recognized statutory holidays shall be as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

and on all days proclaimed by local, provincial or federal government.

In addition to the above named holidays, each regular permanent employee shall be entitled to a floating (effective April 1, 2001 – two (2) floaters) Statutory Holiday during each calendar year in which the employee works. This floating holiday shall be taken at a time of the employee's choice provided the employee has provided management with prior notice of not less than seven (7) days. The employee shall receive such day off not later than December 31st of the calendar year in which earned. Pay for such floating statutory holiday shall be based on the employee's normal weekly work pattern.

Each casual employee will be paid 0.4% on each pay cheque in lieu of a floating Statutory Holiday.

11.04 (a) All work performed on any Statutory Holiday listed in this Article shall be paid for at double time of the base rate for the work performed by the employee, in addition to the pay received by the employee for the Statutory Holiday as set out in this Article.

(b) New Year's Eve: An employee working a New Year's Eve shift will be entitled to Statutory Holiday pay for all hours worked on that shift.

11.05 When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations for the Statutory Holiday shall remain the actual calendar date.

11.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.

11.07 When any such holiday falls during an employee's vacation with pay, and he/she would have been entitled to pay for such a holiday not worked, had the employee not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.

Part 2 - Annual Vacation

11.08 All regular permanent employees shall be credited and granted vacations earned up to their anniversary date as follows:

1 - 4 years	three (3) weeks
5 - 10 years	four (4) weeks
11 to 19 years	five (5) weeks
20 years and thereafter	six (6) weeks

11.09 For each period consisting of thirty (30) consecutive calendar days an employee is absent from work in the year preceding his/her anniversary date in any year, there shall be deducted in the succeeding year, one-twelfth (1/12) of the vacation pay, provided that for this purpose time spent on vacation for which the employee is paid under this Article, or time lost on sick leave, shall be considered as time worked.

11.10 Casual employees will be paid six percent (6%) on each pay cheque in lieu of annual vacation pay.

Casual employees, upon completion of seven (7) years, will receive eight percent (8%) on each pay cheque in lieu of annual vacation pay.

11.11 All vacations taken under this Article shall be completed before the anniversary date of the succeeding year provided that this shall not preclude the Employer and the Union from agreeing to an extension of this time limitation, where such is requested by either the Employer or an employee.

11.12 Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have his/her choice of that period.

11.13 At the employee's discretion, the vacation periods set out in this Article may be split, provided no portion of the vacation thus taken is less than one (1) week's duration. When mutually agreeable, an employee may split his/her vacation period more than once.

11.14 For the purpose of computing such vacation pay, the work week shall be considered as constituting the number of hours the employee normally works in a week. The word "pay" where used in the Article, shall mean remuneration for three (3), four (4), five (5) or six (6) weeks, as the case may require, based on the salary or hourly rate (inclusive of differentials) received by the employee for the major portion of the calendar month immediately prior to the vacation.

11.15 Vacation Scheduling

The Employer shall post, by January 1st of each year, a vacation schedule sign up form covering the period May 1st of one year to April 30th of the following year. An employee wishing to use seniority to ensure vacation allotment must sign the sheet by April 30th. After that date, vacation allotment will be on a first come, first serve basis.

ARTICLE 12 - GENERAL PROVISIONS & CONDITIONS OF EMPLOYMENT

12.01 Employment Abandonment

If an employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned his/her employment.

12.02 The Employer's Property

Employees must return to the Employer all the Employer's property in their possession at the time of termination of employment.

12.03 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.04 Disciplinary Procedure

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee of the purpose of the interview in advance, so that the employee may contact his/her Union Steward to be present for the interview.

12.05 Safety Equipment/Protective Clothing

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed.

12.06 Coveralls

These are supplied to the following employees free of charge: mechanic and the service person. These coveralls are sent to the cleaners once a week to be washed and repaired, if necessary.

12.07 Leather Welding Jacket

Supplied in the shop to be used when welding (spark proof).

12.08 Noise Level Ear Muffs

Noise level ear muffs or ear plugs are supplied to employees when they are required.

12.09 Eye Protection

Safety glasses are supplied to employees and other special eye protection when necessary. (Dust proof safety goggles, grinding eye shields at all grindstones, arc-welding helmet and burning glasses).

12.10 Bus Drivers Uniforms

All permanent bus drivers will be provided with the following:

- (a) Uniforms: every year – Spring (February or March) as needs basis
- (b) Pants: increase to three (3)
- (c) Shirts: three (3) combo – golf/winter/summer
- (d) Shorts: one (1) pair and Tie: one (1)
- (e) Winter jacket: one (1) in lieu of current (start in year 2000 and every 3rd year thereafter).

The Employer will consult with the employees on the clothing material for the above five (5) items with the final decision to be made by the Employer.

Driver to be responsible for upkeep of own uniform.

12.11 All relief and part-time drivers will be provided with the following: short cotton smock jacket, same colour as uniform, complete with I.D. patch.

12.12 Legal Costs

Notwithstanding any disciplinary action for just cause, the Employer shall pay all legal costs arising out of lawsuits or charges in any court against an employee if he/she is found not guilty as a result of performing his/her duties for the Employer. Costs will also be paid if the Employer is found negligent.

12.13 Fire and Theft Insurance

The Employer shall provide employees with fire and theft insurance, with a deductible provision not exceeding \$50.00 for each loss, covering the tools and equipment owned by employees and required in the performance of their duties with the Employer.

12.14 Safety Boots

The Employer will pay fifty (50%) percent towards the purchase of steel-toed safety boots, up to a maximum of two pair per year.

12.15 Tool Allowance

- (i) \$200.00 annual tool allowance for mechanics who supply hand tools.
- (ii) Broken hand tools not covered by warranty will be replaced.
- (iii) Testing or speciality tools as required by the Employer will be supplied and retained by the Employer.

The parties agree that a mechanic is required to have his own hand tools. Where a special tool is required, arrangements suitable to both the Employer and the mechanic may be arranged on an individual basis

12.16 Provided it is in compliance with the Labour Relations Code, should the services or operations of the Employer be sold, transferred, leased or otherwise disposed of, this agreement shall also be transferred to the successor Employer.

See also Letter of Understanding No. 2 – Successor Status

12.17 Personnel Records

- (a) An employee shall have the right at any time to have access to and review his/her personnel record, with two (2) days written notice.
- (b) An employee shall have the right to make copies of any material contained in his/her personnel file. The Employer will make the copies as requested.
- (c) All written documents in an employee's personnel file of a disciplinary nature shall be removed from the file as per the following:

Verbal notice – will be removed after six (6) months

Written notice – will be removed after twelve (12) months

The Employer has the option of issuing as many written notices at this level as it feels may be required before proceeding;

Written notice – final – will be removed after twelve (12) months. This notice advises the employee that any further related incident(s) of this nature may result in a more severe form of discipline.

Letter of Suspension – reasons for the suspension and the term thereof. Will be removed after eighteen (18) months provided however, that the employee has had no re-occurrence of the incident that led to the issuance of the Letter.

12.18 Clothing

The Employer agrees to reimburse one hundred percent (100%) of the reasonable proven costs of either:

- one (1) pair of insulated coveralls; or
- one (1) winter coat

per employee, per year for only those employees who require such articles of clothing to perform their duties in adverse conditions. The decision of entitlement and quality of choice of clothing will be by mutual agreement between the Union and the Employer.

ARTICLE 13 - SICK LEAVE

13.01 Definition of Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, or disabled because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.02 Sick Leave Credit

Eighteen (18) days sick leave per year shall be earned by a regular permanent employee at the rate of one and one-half (1 1/2) days for every month the employee is employed, to a maximum of one hundred and fifty (150) days.

13.03 Sick Leave Pay

In the event of illness, a regular permanent employee shall receive a full day's pay at his/her base rate exclusive of all differentials received by him/her on his/her last working day prior to such illness for each day lost by him/her from work.

13.04 Sick Leave Bank Deduction

A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

13.05 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit.

3.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out duties due to illness.

13.07 Misrepresentation

If an employee is found to have wilfully misrepresented him/herself as being ill, he/she shall refund all such sick leave pay to the Employer.

13.08 Sick Leave During Leave of Absence, Lay-off and Recall

When an employee is given leave of absence for any reason he/she shall receive sick leave credit for the period of such absence, on his/her return to work, such credit not to exceed one and one-half (1 ½) days.

13.09 When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such lay-off.

13.10 Laid off employees who have been recalled under the provisions of Article 7, shall be eligible for sick leave pay provided:

- (a) that the illness occurs during their period of employment with the Employer and that they are scheduled to work on the days for which sick leave is claimed.
- (b) that such sick leave shall cease the day on which they would otherwise been laid off.

13.11 Workers' Compensation Pay Supplement

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer a supplement equal to the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay.

- (a) Pending a settlement of the insurable claim, the employee shall continue to receive the full sick pay and benefits of this Agreement, for a period no longer than his/her accumulated sick leave, subject to necessary adjustments.
- (b) In order to continue receiving his/her full sick pay, the employee shall assign his/her compensation cheque to the Employer.
- (c) In return, the Employer shall indicate the amount received from the Compensation Board on the employee's income tax (T4) form.
- (d) An employee receiving WCB wage loss benefits shall have his/her accumulated sick leave debited by one quarter (1/4) day for each day it is received and no employee shall receive such supplement for a period longer than his/her accumulated sick leave.

13.12 Handicapped Workers

Where an employee is unable, through injury or illness to perform his/her normal duties, the Employer will attempt to provide him/her with alternate suitable employment.

13.13 Sick Leave Payout

All employees shall, upon retirement, pursuant to the provisions of the Pension (Municipal) Act, or in accordance with the Employer's policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay, based on the following percentages of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

ARTICLE 14 - MATERNITY LEAVE

- 14.01 On completion of the probationary period, a regular permanent employee shall qualify for Maternity Leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 14.02 A regular permanent employee shall be granted eighteen (18) weeks maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- 14.03 Should a regular permanent employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension of up to a maximum of three (3) months will be granted on production of a medical certificate.
- 14.04 A regular permanent employee shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 14.05 After fifteen (15) weeks of absence covered by Employment Insurance provisions, a regular permanent employee may choose to receive payment of normal weekly salary from her accumulated sick leave credits if applicable.
- 14.06 A regular permanent employee shall give the Employer at least two (2) weeks notice/advice of her return to work after Maternity Leave of Absence and she shall be returned to her former position, however, if her former position no longer exists, then she shall be placed in an equivalent position in her department.
- 14.07 Parental Leave
- (1) An employee who requests parental leave under this section is entitled to up to twelve (12) consecutive weeks of unpaid leave, as per Employment Standards Act, beginning:
- (a) for a birth mother, immediately after the end of the leave taken under Section 50 unless the Employer and employee agree otherwise,
 - (b) for a birth father, after the child's birth and within 52 weeks after that event, and
 - (c) for an adopting parent, within 52 weeks after the child is placed with the parent.

- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must:
 - (a) be given in writing to the Employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Section 50 and this section is limited to thirty-two (32) weeks plus any additional leave the employee is entitled to under Section 50 (3) or subsection (2) of this section.

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

15.01 Employment Insurance

The Employer agrees that all employees shall remain insurable under the Employment Insurance Act.

15.02 Group Life Insurance/A.D.& D.

All regular permanent employees shall join the Group Life Insurance Plan and the Accidental Death and Dismemberment Plan made available by the Employer and the Employer shall pay the actual cost of the premiums of such group plans providing \$60,000 coverage per plan per employee up to the age of 65.

15.03 Medical Plans

For all regular permanent employees, the Employer shall pay the actual cost of the monthly premiums per month, for both married and single employees, covering membership in B.C. Medical Plan, and in a mutually agreed Extended Health Benefits Plan, provided that any change in the coverage would involve the entire group of permanent personnel.

For Casual Employees who have achieved seniority, and for Temporary Employees who have completed three (3) consecutive months of an assignment, the Employer shall pay the actual cost of the monthly premiums per month, for both married and single employees, covering membership in the B.C. Medical Plan.

15.04 Dental Plan

All eligible permanent regular employees shall participate in a Dental Plan covering:

100% cost of Plan "A"
50% cost of Plan "B"
50% cost of Plan "C"

The premiums for this Plan will be shared between the Employer and the employees as follows:

75% paid by the Employer
25% paid by employees.

Union will receive full disclosure regarding Dental and LTD premium rates.

15.05 (a) Vision Care

Vision care will be paid, effective July 21, 1994 of a maximum of \$200.00 every two (2) years.

(b) Prescription Safety Glasses

For those permanent regular employees so requiring prescription Safety Glasses in the performance of their duties, the Employer will pay 100% of the cost of such glasses.

15.06 Long Term Disability

LTD shall be introduced to all regular permanent employees at their 100% expense, provided that the cost of the premium is acceptable to all Union employees.

The parties agree to review various plans during the life of this agreement. The employees shall determine the carrier.

15.07 When an employee is on LTD, all benefit coverage will continue with the Employer paying all portions of the premiums.

It is understood that upon the employee's return to work, the employee will be required to reimburse the Employer for his/her portion of the premiums advanced by the Employer. Such repayment will be on a proportional basis.

The full amount is payable on termination of employment.

15.08 R.R.S.P.

(a) General

The Employer will establish a special Registered Retirement Savings Plan account, in a Credit Union or Investors Group of the Employer's choice, for each regular permanent employee, in the name of the employee.

In the calendar year in which an employee becomes a regular permanent employee, the special RRSP account will be created at the beginning of the month following achievement of that status.

Each deposit shall be made for a term to be mutually agreed. All interest earned on deposited amounts shall belong to the employee and shall also be deposited into the employee's special RRSP account.

The parties agree to forward the E.I.C. rebate to the employee's RRSP. The term of the RRSP to be not less than five (5) years.

(b) Contribution

Effective July 1, 1996, the Employer will contribute seven point seventy-six (7.76%) percent of gross pay, over and above regular hourly wage, paid directly into a RRSP Plan.

Effective July 1, 1996, the Employer will contribute for part-time employees, eleven (11%) percent of gross pay, over and above regular hourly wage, directly into a RRSP Plan. Part-time meaning thirty (30) hours or less for a one (1) week period.

All contributions will be remitted monthly.

15.09 Continuation of Benefits

The Employer agrees to continue to pay its share of the benefit plan premiums for up to three (3) months, for any employee who is laid off and who is on such plans and for which the employee remains eligible, provided the employee pays his share of the premiums. In the event of a longer lay-off, the employee, if eligible, shall have the right to continue on the plans for a further nine (9) months, provided the employee pays the complete cost of the premiums.

ARTICLE 16 - SAFETY

- 16.01 A Joint Safety Committee shall be established comprising of one (1) Supervisory employee from each department, appointed by the Employer and one (1) employee representing each department appointed, selected or elected by the Union.
- 16.02 The Joint Safety Committee shall meet monthly at the call of the Chair of the Committee and shall discuss, recommend, and record all action necessary to improve hazardous conditions at the workplace.
- 16.03 Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union and to the Workers' Compensation Board and a copy shall be posted on the bulletin boards.
- 16.04 Time spent by Committee members in the performance of their duties during working hours shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.
- 16.05 (a) Co-operation of Safety:
- The parties mutually agree to co-operate in developing rules and practices relating to employee Health and Safety.
- (b) The committee shall comprise not more than two (2) employees and two (2) representatives of management. The parties agree to schedule meetings so as to interfere as little as possible with the efficient operations of the Employer. All hours worked shall be reimbursed at straight time wages even when scheduled on days of rest or on split shift times.
- (c) The union acknowledges that all operations are to be conducted in accord with Company rules and policies. Final and absolute authority for the vehicle and its operations rests with the operator while in charge of the vehicle, after consulting with management wherever practicable. The employees have the right to refuse to accept or to operate equipment provided such action is related to safety-related problems. In such a case the problem is to be investigated forthwith by a professional safety person. If determined to be safe and the operator still refuses to accept or operate the vehicle, the matter shall be referred to the safety committee. If the committee finds the vehicle to be safe, the company shall be within its rights to take appropriate action with respect to the operator.

(d) Compliance with Health & Safety Legislation:

The parties to this agreement recognize and shall comply with applicable federal, provincial and municipal Health & Safety Legislation and Regulations, such as the Industrial Health & Safety Regulations established under the Worker's Compensation Act and Regulations established under WHMIS (Workplace Hazardous Material Information Systems).

16.06 The Employer shall ensure the adequate direction and instruction of workers in the safe performance of their duties.

16.07 The Employer agrees to comply with the Regulations in regard to frequency of safety meetings.

ARTICLE 17 - TRAINING

- 17.01 (a) The Employer agrees to post a new position "Driver Trainer". The successful applicant will be paid the driver rate except where he/she is training. In cases of training he/she shall receive a premium of fifty (\$.50) cents per hour. The Driver Trainer agrees to assist the Employer in determining training schedules, including pre-employment training, route training and job skills of prospective employees.
- (b) When an opening exists for a bus driver or para-transit driver at the time, a potential driver shall be employed at seventy (70%) percent of the appropriate driver rate in the Schedule for two (2) days or such longer period as the parties agree while being provided with minor training and with familiarization with the routes and with the equipment.
- (c) When no openings for driver exist, employees who wish to obtain minor training and familiarization with the routes and equipment in the future, can do so on their own time and without pay, and are encouraged to do so by both Parties. In such cases, arrangements will be made for such employees, who will not drive under this clause.
- 17.02 Where the Employer, or legislation require an employee to receive additional training or up-grade current qualifications, the Employer agrees that the individual will receive time off with pay and be compensated as per the following:
- (a) For out-of-town training: If the Employer has not arranged and paid for transport, accommodation, meals, enrolment, course material costs, the Employer will provide the individual with an advance to cover such cost(s) travel (via the most economical means of transport); a per diem to cover meals; alternate transport (taxi, etc) and other reasonable expenses. Such advance to be not less than one-third (1/3) of the anticipated total costs. Upon presentation of receipts, the individual will be reimbursed for the remainder of the costs.
- (b) For in-town training: The Employer will arrange and pay for course material costs and enrolment.
- (c) If the regular employee does not successfully complete the training or up-grade, the time off with pay advanced by the Employer will be reimbursed by the employee.

For (a) and (b) above, the Employer and the Union, by mutual agreement, may alter the conditions/compensations.

ARTICLE 18 - VARIATIONS

18.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding Agreement, signed by the Employer and the Union.

ARTICLE 19 – VIOLENCE

- 19.01 The Employer recognizes that its employees may be subject to verbal, psychological and/or physical abuse from patrons.
- 19.02 The Employer shall take positive action to ensure that its employees are safeguarded from verbal, psychological and/or physical abuse by taking appropriate courses of action such as posting information bulletins and notices in conspicuous places.
- 19.03 The Employer agrees to provide training and information on the prevention of violence to staff to all employees who come into contact with potentially aggressive persons.

ARTICLE 20 – HARASSMENT/DISCRIMINATION

20.01 The Employer and C.U.P.E. Local 2087 recognize the right of employees to work in an environment free from harassment, including sexual harassment, and shall take actions as are necessary with respect to any person employed by the company engaging in sexual or other harassment in the workplace.

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia (RS Chapter 201, Consolidated October 31, 1997).

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one or other of the following processes:

- a) where the complaint pertains to the conduct of an employee within the Local 2087 C.U.P.E. bargaining unit it shall be referred to the Local's Shop Steward; or
- b) where the complaint pertains to the conduct of a person not in the Local 2087 C.U.P.E. bargaining unit it shall be referred to the Manager.

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall, pursuant to Section 103 of the Labour Relations Code:

- (i) investigate the complaint;
- (ii) determine the nature of the complaint;
- (iii) make written recommendations to resolve the complaint.

ARTICLE 21 - PRINTING OF AGREEMENT

21.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 22 - EFFECTIVE AND TERMINATING DATES

22.01 This Agreement shall be effective from July 1, 2005 and shall remain in force until March 31, 2008 and from year to year thereafter, unless notice is served.

Notice:

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

Agreement to Continue in Force:

Where notice to amend the Agreement is given, the provisions of this Agreement, shall continue in force until a new Agreement is signed.

22.02 The parties agree that Section 50 (2) of the Labour Relations Code of British Columbia (1992) is excluded from and is not applicable to this Collective Agreement.

Neither party may make application to the Minister for leave to notify the other party that the agreement will be terminated on its next anniversary date.

IN WITNESS THEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this _____ day of _____, 2005.

Signed On Behalf of:

TRAIL TRANSIT SERVICES INC.
(CASTLEGAR TRANSIT)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

opeiu 491

SCHEDULE "A"

WAGES

April 1, 2006 – March 31, 2008

Classification	April 1/06 \$0.51	April 1/07 2.5%
Custodian (part-time transit worker)	\$14.79	\$15.16
Mechanic Helper/Shop Clean-Up	\$15.44	\$15.83
Clerical	\$16.51	\$16.92
Handi-Dart Driver	\$18.91	\$19.38
Para Transit Driver	\$18.91	\$19.38
Bus Washer	\$19.10	\$19.58
Bus Washer/Service Person	\$20.34	\$20.85
Bus Driver	\$21.41	\$21.95
Mechanic/Shop Clean-up	\$22.96	\$23.53
Senior Mechanic	\$23.90	\$24.50

Apprentice:

1st six months of apprenticeship	65% of journeyman
2nd six months	65%
3rd six months	70%
4th and 5th six months	75%
6th and 7th six months	80%
8th six months	90%

NOTES ON SCHEDULE "A":

1. Bus Washer: Minimum three (3) hours per day.
2. Mechanic becomes Senior Mechanic after three (3) years of service.
3. The parties agree that the senior spareboard employee will be considered regular permanent and will have all benefits except R.R.S.P. contributions.
4. The journeyman welder will receive the trades rate when fabricating.
5. (a) Working Supervisor: \$1.50 hour premium - not compounded.
(b) Lead Hand and/or Charge Hand: A Lead Hand and/or Charge Hand shall receive fifty (\$.50) cents per hour above the highest rated classification under his/her supervision, or his/her own rate, whichever is higher.

LETTER OF UNDERSTANDING NO. 1

RE: SUCCESSOR STATUS

It is hereby understood that:

If the Employer loses a Transit contract(s) through the action of a third party, the Union recognizes that Trail Transit Services Inc. will have no fiscal responsibility.

Dated this _____ day of _____, 2005.

Signed On Behalf of:

TRAIL TRANSIT SERVICES INC.
(CASTLEGAR TRANSIT)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING NO. 2

RE: RESOLVE TO GRIEVANCE REGARDING HANDI-DART, SKI BUS, ETC.

The Employer will post:

Regular permanent part-time position, on a ten (10) month basis.

This position will have no regular posted hours, but will be the primary assigned individual for the Seasonal position of Ski run (approximately four (4) months per year), and for the Handi-Dart runs during the other approximately six (6) months per year.

The ski run will be in rotation with the school runs.

It is understood that there will be two (2) rates of pay attached to this position:

- a) Handi-Dart – for all hours worked on the Handi-Dart schedule
- b) Conventional – for all hours worked on the ski run, or on regular bus runs

This position will have full benefits, including RRSP for all hours worked.

(Considered top of the spareboard, and as a regular part-time employee, will have first right of refusal, subject to seniority, on all additional work as per Clause 10.07.

Dated this _____ day of _____, 2005

Signed On Behalf of:

TRAIL TRANSIT SERVICES INC.
(CASTLEGAR TRANSIT)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING No. 3

RE: Settlement of Benefit Coverage – Grievance Dated September 5, 2001

The Parties agree that, notwithstanding Article 15.04 of the Collective Agreement, the Employer will continue to ensure Dental/LTD coverage as follows:

Dental

- Plan A – 100%
- Plan B - 50%
- Plan C - 50%

No limit to annual amount Dental Coverage.

As the current Dental Insurer (carrier) only provides 80% coverage of Plan A, the Employer will provide the additional 20% upon receipt of invoices.

If an Employee wishes to have the Dentist bill the Employer directly, the Employer will provide a letter for Employees to give their Dentist, asking the Dentist to bill Trail Transit directly for the 20%.

At the time that an Employee receives a pre-authorization for anticipated dental procedure(s) from the benefit carrier, the Employer will also require a copy of that pre-authorization.

LTD

LTD Coverage will continue to be provided at August 30, 2001 levels, ie: LTD premiums will revert to the August 31, 2001 cost of providing a monthly benefit of \$2000.00.

This Letter of Understanding will remain in full force and effect for the term of this Collective Agreement and until a Memorandum of Agreement has been ratified by the Parties.

Dated this _____ day of _____, 2005.

Signed On Behalf of:

TRAIL TRANSIT SERVICES INC.
(CASTLEGAR TRANSIT)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING No. 4

RE: CALL OUT PROCEDURE – FOR SPAREBOARD

1. All relief shifts including Handi Dart and conventional runs in both Castlegar and Trail.
2. All relief shifts will be offered on a seniority basis.
3. When an employee declines a relief shift, or is incapable for any reason of working that shift, will revert to the bottom of the seniority list for the duration of that working day.
4. All relief shifts will be assigned on a day by day basis.

Signed this _____ day of _____, 2005.

Signed On Behalf of:

TRAIL TRANSIT SERVICES INC.
(CASTLEGAR TRANSIT)

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

