

COLLECTIVE AGREEMENT

between

BlueBird Cabs, Ltd.

and

**International Union of Operating
Engineers, Local 882-B**

TERM OF AGREEMENT: November 1, 2009 to October 31, 2011

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THIS AGREEMENT executed on the **31st day of January 2010**.

BETWEEN: BLUEBIRD CABS, LTD.
(Hereinafter referred to as the "Company")

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**
(Hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

Section 1 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

Section 2 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an Employee=s employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of her membership or activity in the Union.

Harassment Defined

- (a) The Union and the Employer recognize the right of Employees to work in an environment free from sexual and personal harassment. Harassment is a form of discrimination and includes personal harassment, which is any improper behavior by any person which is offensive to any Employee and which that person knows or ought reasonably to know is inappropriate and unwelcome. Harassment is also comprised of objectionable conduct, comment or display occurring either once or continuously that demeans, belittles or causes personal humiliation or embarrassment to an Employee. The Employer and the Union will work together to ensure all members of the Employer=s organization, as well as all Employees, understand their personal responsibility to promote a harassment-free and safe work environment.

- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- touching, patting or other physical contact;
 - leering; staring or the making of sexual gestures;
 - demands for sexual favours;
 - verbal abuse or threats;
 - unwanted sexual invitations;
 - physical assault of a sexual nature;
 - distribution or display of sexual or offensive pictures or material;
 - unwanted questions or comments of a sexual nature;
 - practical jokes of a sexual nature.
- (c) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal.
- (d) Both males and females can be considered to be sexually harassed by members of either sex.
- (e) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- physical threats or intimidation;
 - words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - distribution or display of offensive pictures or materials.
- (f) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (g) Personal harassment does not include actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities.

Harassment Complaint Procedures

If possible, the complainant will discuss the problem with the person(s) concerned. If the problem is not resolved, or if the individual cannot discuss the problem with the alleged harasser(s), then the following procedure shall apply:

- (a) An Employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence directly to the Executive Director/Designate. Upon receipt of the written complaint, the Employer shall advise the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (c) The Employer designate and a Union representative shall jointly investigate the complaint and shall submit their reports to the Executive Director/Designate in writing within fifteen (15) days of receipt of the complaint. The Executive Director/Designate shall within (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (d) Pending determination of the complaint, the Executive Director/Designate may take interim measures to separate the Employees concerned, if deemed necessary.
- (e) In cases where harassment may result in the transfer of an Employee every effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent. The Union will be consulted throughout the process.
- (f) Where either complainant or the respondent, in conjunction with the Union is not satisfied with the Executive Director=s response, the Union will put the complains, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - 1. dismiss the complaint; or
 - 2. determine the appropriate level of discipline to be applied to the harasser; or

3. make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this clause shall not form the basis of a grievance.
 - (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
 - (i) This clause does not preclude an Employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an Employee shall not be entitled to duplication of process. An Employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
 - (j) Complaints under this Article shall be treated in strict confidence by all parties involved.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

- Section 1** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Code of British Columbia Act and shall be binding on the Company and the Union and their respective successors and assigns.
- Section 2** All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, whether members of the Union or not, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement.
- Section 3** The Company further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within seven (7) days from the date of employment, become and remain members of the Union.
- Section 4** Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Secretary-Treasurer of the Union, once monthly, together with a list of employees from whom such deductions have been made.

ARTICLE 3 - UNION REPRESENTATION

Section 1 The Company shall recognize the Representative(s) selected by the Union for purpose of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

Section 2 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Company as to appropriate time for such contact before meeting the employees.

Section 3 **Office Stewards**
The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Office Steward(s).

Section 4 The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate area Supervisor for such purposes and such permission will not be unreasonably denied.

Section 5 The Company shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

Section 6 An employee shall have either a shop steward, alternative shop steward or business representative present when requested to meet with the management of the Company. The Company shall insure that meetings will be arranged when one of the above individuals is available to attend such meeting with the employee. Formal notice identifying the purpose of the meeting shall be given to the employee in advance of the meeting.

Regular employees who are requested to attend such meeting on a day off shall be paid a **minimum of two (2) hours at straight time and overtime for all hours that exceed two (2) hours in attendance for such meetings.**

Casual employees who are required to attend such meetings who are not scheduled to work shall be paid a minimum of two (2) hours at straight time and overtime for all hours in attendance that exceeds two (2) hours for such meeting.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

Section 1 The Union recognizes the rights of the Company to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18 and 19.

ARTICLE 5 - DEFINITION OF EMPLOYEES (NOT CASUAL EMPLOYEES)

Section 1 Probationary Period

All new regular employees or part-time employees, except casual employees, will be considered probationary for the first (90) ninety calendar days of a new shift or position. After ninety (90) days of employment, an employee will become regular.

Section 2 Regular Employees

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement and who has completed the probationary period as defined in Section 1.

Section 3 Part-Time Regular

A part-time employee is any person hired to work regular hours or days on a continuing basis but less than a full time equivalent in a month and whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement.

Regular part-time employees who wish to work casual hours may register their desire to do so, in writing, with the Company. Thereafter, they shall be given an opportunity to work additional hours or additional shifts in the same classification in which they work, prior to the calling in of casual employees, provided they possess the ability to perform the job, provided the additional work does not involve the payment of overtime and/or other premium payments and provided the assignment has not already been commenced by a casual employee. In making these assignments the Company will make offers based on seniority.

Any available casual hours shall first be offered to Part-Time Regular employees who have indicated to management pursuant to the previous paragraph their intent to work any casual hours up to full time equivalent.

When a vacancy occurs five (5) days or less, whether it be a granted LOA or a sick time call-in employee's on shift shall be bumped up to the higher rated vacancy first before calling in a casual. Provided they possess the ability to perform the job.

ARTICLE 5 - DEFINITION OF EMPLOYEES (CASUAL EMPLOYEES)

Section 4 Casual Employees

A casual employee is one hired for vacation relief, unusual peak work loads or emergencies. Such employees shall be paid not less than the hourly rate as established in Appendix "A" of this Agreement.

Casual employees transferred to or attaining regular status will not be required to serve a probationary period, provided they have completed at least four hundred and eighty (480) hours of employment.

Casual Employees shall accrue seniority for all casual hours worked and credited from the date of entry as a casual Employee of the Company.

Casual Employees Call-in Procedure

A casual employee has to be reasonably available for casual work assignments and must have the ability to perform the work of the casual assignment.

The manner in which casual Employees shall be called to work to read as follows:

The Employer shall maintain both (a) a master casual seniority list which shall include all casual Employees employed by the Employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual Employees may be used. Each classification registry shall list those casual Employees who have been qualified to work in that job classification in descending order of hours worked.

The VCO shall call only those casual Employees who are registered in the classification registry applicable to the work required to be done at a number provided by the Employee.

Casual Employees shall be called in to work in the order of their seniority provided they are registered to work in a job classification applicable to the work required to be done. A casual shall be entitled to register for work in any job classification when such Employee meets the requirements of the classification. Casual employees shall be paid at the rate of pay appropriate to the position they are filling; e.g., If a casual is filling in for a CTI position and is still in a probationary period then they shall not be paid less than the lowest CTI rate regardless of where they are on the Probationary/ Casual scale.

Job Descriptions for each job and classification to be discussed and jointly approved by the Joint Committee.

All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the Employee called, the time of vacancy, the time the call was made, the job required to be done, whether the Employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

A casual employee who has refused on three (3) occasions in two (2) months to accept a casual work assignment may be removed from the casual call-in list. A casual employee may be reinstated to the casual call-in list if the employee so requests and the Company and Union are in agreement. A casual employee will have his/her employment terminated if such casual employee refuses casual work assignments on a further three (3) occasions in two (2) months.

A casual employee who is unavailable or does not answer his/her phone on ten (10) different attempted call outs shall be stricken from the casual call in list until management is supplied with a reasonable explanation as to his/her lack of availability.

Before the Employer removes a casual from the casual call-in list they must notify that casual by certified mail their intent to do so. The casual employee then has 20 working days to respond. If they fail to do so within the prescribed time they will be permanently removed from the casual call-in list and removed from the payroll.

A regular Employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual Employees. Upon transfer such Employees shall be entitled only to such benefits as are available to casual Employees. Such Employees shall maintain all accumulated seniority and benefits when they transfer to casual status.

Casual Employee Benefits

Casual employees shall only be entitled to the following:

- (a) In accordance with Employment Standards Act and Regulations
 - (i) annual vacations
 - (ii) severance pay
 - (iii) overtime

These shall be paid out on each cheque.

- (b) Casual employees may be eligible for an unpaid leave of absence and such leave will not be unreasonably withheld. It is understood that operational requirements may be such that an unpaid leave may be denied. A casual employee will be removed from the casual call-in list for the period of the unpaid leave of absence.
- (c) Casuals shall be paid (4.2%) of their straight time pay in lieu of scheduled statutory holidays to be paid on each pay cheque.

Section 5 The Company or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

Section 6 All employees are responsible to ensure that the Company is apprised of a current address and phone number. All Company correspondence and contact will be attempted with this information.

Section 7 Management agrees to have sufficient casuals for all departments, including the front office.

Management will provide training to office staff in the various office procedures in order to allow for advancement. This will provide and improve coverage and flexibility during periods of vacation relief, sick time, etc. This will be done on a seniority basis.

No tasks currently performed by the bargaining unit members shall be done by management in the absence of a bargaining unit member except in the case of an absolute emergency. Should this occur and the management is found to have not either adequately trained members to perform the tasks of an absent person or failed to offer to a member, then they must pay the person with the most seniority for the shift of the person who was not replaced.

In the situation where it is an individual task related to a higher rated position, then the trial period may be less than sixty (60) days based on the complexity of the task.

ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Section 1 Each regular and part-time regular employee will have an established shift as prescribed herein:

(i) **Regular Employees**

The regular work day shall consist of eight (8) consecutive hours, including unpaid lunch periods, for five (5) consecutive days and/or a mutually agreed equivalent. Management retains the right to split a shift for staff shortage reasons but only upon the approval of the employee being requested to change.

The employees on shift will move to the superior vacant position if they have the ability to perform the duties required wherever possible and the remaining position will be filled by a casual. This clause applies to situations that occur during the current shift only. Employees on regular shifts shall not be removed for regularly scheduled shifts unless there are no qualified casuals to fill the positions.

(ii) **Part-Time Regular Employees**

A regular work day shall consist of a minimum of four (4) consecutive hours or up to eight (8) consecutive hours. In addition a split shift of a minimum of four (4) hours in two periods of no less than two (2) hours each to cover breaks and unusually heavy workload periods.

(iii) The Company shall *make every effort to* assign one (1) VCO and one (1) CT1 to each day and afternoon shift, and each Friday and Saturday graveyard shift. Call Takers will be scheduled for any extra events as well.

Section 2 The Company shall place on the bulletin board the present permanent shifts in effect and the employees working such shifts as at January 1st and July 1st of each year. Any variance in regular shifts shall be established by mutual agreement between the Company and the Union prior to implementation, where such variance is two (2) hours or more from the present shifts as listed in Section 1 above.

In the event of an emergency situation and/or exceptional circumstances an employee may be required to work a different shift other than as posted for a fixed period of time. It is understood that mutual agreement is required between the Company and the employee before such move is made.

Section 3 An unpaid lunch period of thirty (30) minutes will be provided and taken within the two (2) hours in the middle of the regular working day. Where the Company's work schedule for Telephone Operators and Dispatchers prohibits a lunch period, the affected employee(s) who work eight (8) consecutive hours without a lunch period shall be paid straight time for the full eight (8) hours.

Regular employees and casuals working a full shift will be allowed one (1) unbroken fifteen (15) minute relief period every four (4) hours, without a reduction in pay and without increasing the regular working hours.

Regular employees and casuals working less than a full shift shall receive one (1) unbroken fifteen (15) minute rest period.

Regular employees and casuals will be allowed one (1) fifteen (15) minute relief period every four (4) hours, without reduction in pay and without increasing the regular working hours.

Regular employees and casuals may be called back to work by the VCO when on a break to assist remaining employees during busy periods. An employee can take his/her unused portions of the break(s) when such busy period has passed.

Section 4 A lunch area will be provided but food or beverages will be allowed at the work station but must also be kept away from equipment as far as possible, due care and attention must be used at all times.

Section 5 **Overtime Premiums**
Employees requested to work in excess of the normal daily full shift hours as outlined in Article 6 Section 1 (i) or who are requested to work on their scheduled off-duty days, shall be paid as follows:

Section 6 All time worked by a full-time regular employee on his/her regular days off shall be considered as overtime and shall be paid at the rate of one and one-half (1 2) times the employee=s hourly rate and/or as provided in the Employment Standards Act and Regulations of British Columbia, whichever is the greater.

Section 7 **A regular and/ or casual employee** requested to work overtime beyond the regular work day shall be allowed a one-half (2) hour meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

An employee who works over eight (8) hours a day must be paid one and one-half (1 2) times the employee=s regular wage for the time over eight (8) hours and double (2X) the employee=s regular wage for any time over twelve (12) hours.

Section 8 A **regular and/ or casual employee** called back to work after completing a regular day's work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen (15) minutes each way for those employees called back to work after completing a regular day's work.

Section 9 Overtime will be offered in order of seniority and classification (when no casuals available) according to current seniority lists.

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime. In the case of emergency an employee will cover the shift until arrangements are made to cover the shift.

Shifts may only be split if there is no one available to take full shift.

Only one overtime shift per week will be allowed unless otherwise mutually agreed to by the union and management or on an emergency basis.

Section 10 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Company. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

Section 11 In emergency situations, transportation will be provided to any **regular or casual** employee as authorized by a VCO, *when management is not available on site*.

Section 12 **Shift Premium**

Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of seventy-five (\$0.75) cents premium for graveyard shift.

A weekend shift premium of fifty cents (\$0.50) per hour will be paid for all hours worked between 11:00 pm Friday and 11:00 pm Sunday.

ARTICLE 7 - STATUTORY HOLIDAYS

Section 1 (a) The Company agrees to provide all employees with pay (subject to Sections 2 and 3) for the following Statutory Holidays:

New Year=s Day	Good Friday	Labour Day
Victoria Day	Thanksgiving Day	Remembrance Day
Canada Day	Boxing Day	Christmas Day
BC Day	Easter Monday	

and any other day that may be stated a legal holiday by the provincial, civic and/or federal government. The Company further agrees that should any of the above statutory holidays fall on a regular day(s) off, the employee shall receive an additional day or days off, with pay, which may be banked and taken at a time mutually agreed to between the Company and the employee.

Request to bank stat holidays must be made in writing. Stats may be banked for six (6) months at a time and must be taken as follows:

December through May stats must be taken by June 30th; July through November stats must be taken by December 15th of the current year. If stats have not been scheduled by the employee by the 30th of May or the 15th of November, then the Employer has the right to schedule remaining stats with consultation with the affected employee.

Section 2 (a) If an employee works for the Company on a statutory holiday, the employee will be paid for hours worked at the overtime rate of one and one-half (1 2) times the employee=s regular hourly rate. This pay is in addition to the statutory holiday as outlined in Section 3.

(b) All time worked by any employee on a day granted in lieu of the statutory holiday, as provided in Section 1 above, shall be considered overtime and paid at one and one-half (1 2) times the employee=s regular hourly rate.

Section 3 (a) Once an employee has worked for the Company for at least 30 calendar days, the employee is entitled to statutory holiday pay as outlined in Section 3 (b) to (d).

(b) All full time, regular employees shall be paid a regular day=s pay for the statutory holiday.

(c) All part time employees who have worked at least 15 of the 30 calendar days prior to a statutory holiday shall be paid an average days pay

Should one of the statutory holidays designated in the foregoing Section 1 fall on a part-time regular employee's scheduled day(s) off, and if they have worked less than fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday, that employee shall receive an average day's pay to be calculated as follows (Amount Paid divided by Days Worked).

Amount Paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the thirty (30) calendar day period proceeding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

Days Worked is the number of days the employee worked or earned wages within that thirty (30) calendar day period.

- (d) The night shift shall be paid statutory holiday pay for the full shift even if the shift commenced at 11:00 pm on the previous day, i.e., Christmas Day shall be paid from 11:00 pm on the twenty-fourth (24th) as well as the rest of the hours on the twenty-fifth (25th). This goes for any and all statutory holidays when the majority of the shift falls on the statutory holiday.

Section 4 In the event any of the holidays enumerated in the foregoing Section 1, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 - ANNUAL VACATIONS

All regular employees shall be entitled to a paid vacation in accordance with the following schedule:

Section 1 Each employee who completes one (1) year's service shall receive a paid vacation of ten (10) working days. Payment for such vacation shall be at current salary or four (4%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 2 All employees shall be entitled to fifteen (15) working days paid vacation after four (4) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 3 All employees shall be entitled to twenty (20) working days paid vacation after seven (7) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 4 All employees shall be entitled to twenty-five (25) working days paid vacation after twelve (12) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 5 All employees shall be entitled to thirty (30) working days paid vacation after seventeen (17) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve (12%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

(a) All employees shall be entitled to thirty-one (31) working days paid vacation after eighteen (18) years of service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve (12%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

(b) All employees shall be entitled to thirty-two (32) working days paid vacation after twenty-three (23) years of service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or (12.3%) of gross earnings for the period in which vacation was earned, whichever is greater.

Section 6 Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc.

Employees may take up to five (5) days vacation and break it up into individual days off where possible these must be taken in full days to allow for replacement of staff.

Section 7 Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

Section 8 The Company will make every effort to fix vacation schedules by March 1st each year, giving consideration to the work schedule of the Company and the request of the employee.

Section 9 All part-time regular employees will be entitled to the vacation entitlements in the preceding sections and paid vacation days are based on a proportionate basis of working days or percentage of gross earnings whichever is greater.

Section 10 Vacation pay shall be paid on commencement of holidays or on the seniority date at the option of the employee.

For vacation pay to be issued for times other than prescribed herein, a written request from the employee will be required. Such vacation pay will not be unreasonably withheld.

All vacation time must be taken unless there is mutual agreement between the Union and Management.

All vacation must be taken within the current calendar year, including vacation for which pay has already been advanced.

If vacation has not been scheduled by the 30th of September then the Employer has the right to schedule such remaining vacation with consultation with the affected employee.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1 Union Business

Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Company's work requirements will allow for such leave. The Union will request such leave by giving the Company, in writing, as much notice as possible.

Section 2 Compassionate Leave

In the case of death in the immediate family; i.e., employee's spouse/ **partner, child/ step-child, parent/ step-parent/ foster-parent**, sisters, brothers, grandparents, **grandchild**, father-in-law, mother-in-law, **legal guardian ward**, a full-time employee, upon completion of thirty (30) days of continuous employment, shall be granted three (3) consecutive working days leave of absence with full pay. Members of the employee's immediate family shall be further defined to include any relative resident in the same household as the employee. However, a part-time employee shall be entitled to a maximum of three (3) consecutive regularly scheduled working days leave of absence with full pay, following completion of at least three (3) months of continuous employment. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off.

A further one (1) day leave will be granted for travel time associated with such leave if more than five (5) hours traveling time is required within B.C. or two (2) days if traveling out of province.

Section 3 Leave of Absence

- (a) Regular employees who have completed two (2) or more years' of service with the Company may apply for and receive, where practical, leave of absence up to five (5) working days, without pay, to be taken in an unbroken sequence.
- (b) Regular employees who have completed three (3) or more years' of service with the Company shall, where practical, receive up to ten (10) working days leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence. Such leave will be taken at a time mutually agreed between the employee and the Company.
- (c) A regular employee may request an extended unpaid leave of absence and such leave will not be unreasonably withheld. It is understood that operational requirements may be such that an extended unpaid leave may be denied.

Section 4 Section 4.01 Jury Duty

- (a) The Employer must not because of a **regular or casual** employee=s requirement to perform Jury Duty:
 - 1. (a) terminate employment, or
 - (b) change a condition of employment without the employee=s written consent.
 - 2. As soon as the leave ends, the Employer must place the employee:
 - (a) in the position the employee held before taking leave under this part, or
 - (b) in a comparable position.
 - 3. If the Employer=s operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in the Collective Agreement, comply with subsection (2) as soon as operations are resumed.

- (b) Employment deemed continuous while employee on leave or jury duty.
 - 1. The services of an employee who is on leave under this Article or is attending court as a juror are deemed to be continuous for the purposes of
 - (a) calculating annual vacation entitlement and entitlement for severance pay;
 - (b) any pension, medical or other plan beneficial to the employee.
 - 2. In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
 - (a) if the Employer pays the total cost of the plan;
 - (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
 - 3. The employee is entitled to all increases in wages and benefits, the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.

Section 4.02 Jury Duty Pay

Scheduled employees summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Company with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed regular working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such. The Company shall not be required to make up the difference between jury duty and regular daily pay for jury duty, in excess of two (2) continuous weeks.

Section 5

Section 5.01 **Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the Employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) An Employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If an Employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the Employee may be required to take unpaid leave of absence.
- (f) The Employer may require the Employee to provide a doctor=s certificate indicating the Employee=s general condition during pregnancy along with the expected date of confinement.
- (g) An Employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

Section 5.02 **Parental Leave**

- (a) Upon written request a **regular or casual** employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 9, Section 5.01). The leave period may be extended by an additional five (5) weeks where the Employee=s claim is extended pursuant to Section 12(7) of the Employment Insurance Act.

- (b) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Article 9, Section 5.01) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (i) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 9, Section 5.01 or following the adoption ;
 - (ii) in the case of the other parent, following the adoption or the birth of the child and conclude within the fifty-two (52) week period after the date or adoption of the child. The Aother parent@ is defined as the father of the child and/or spouse of the mother, including common-law spouse. Such leave request must be supported by appropriate documentation.

Section 5.03 Benefits Continuation

- (a) For leaves taken pursuant to Article 9, Sections 5.01 and 5.02, for the first twenty (20) days of such leave, the Employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Article 9, Sections 5.01 and 5.02, the Employer shall maintain coverage for medical, extended health, dental group life and shall pay the Employer=s share of these premiums.
- (c) Notwithstanding (b) above, should an Employee be deemed to have resigned in accordance with Article 9, Section 5.04, or fail to remain in the employ of the Employer for a least six (6) months after their return to work, the Employer will recover monies paid pursuant to this Article on a pro-rata basis.

Section 5.04 **Deemed Resignation**

A **regular and/ or casual** employee shall be deemed to have resigned on the date upon which leave pursuant to Article 9, Sections 5.01 or 5.02 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 9, Section 5, or if they do not return to work after having given such advice.

Section 5.05 **Entitlements upon Return to Work**

- (a) Notwithstanding Article 8 - Annual Vacations; vacation entitlements and vacation pay shall continue to accrue while an Employee is on leave pursuant to Article 9, Sections 5.01 and 5.02, providing the Employee returns to work as a Regular Employee for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year.
- (b) Upon return to work, the Employee shall continue in her former position without loss of perquisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the Employee returns to work as a Regular Employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

Adoption Leave

An Employee is entitled to adoption/parental leave pursuant to Article 9, Section 5.02

Section 6 **Education Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to a regular employee whenever the Company requests, in writing, that the regular employee take designated courses and/or further job training. The cost of the course fee and expenses incurred shall be paid by the Company.

A regular employee may request, in writing and at the earliest possible opportunity, an unpaid leave of absence to take an education course(s). The Company will make every effort to accommodate such a request providing that a replacement(s) to ensure the proper operation of the department can be found and the Company incurs no additional costs. The Company will issue formal notice of granting the request.

Section 7 In event of an emergency situation and for bonafide reasons, an employee finding it necessary to leave while on shift will make such a request to the employer. Such a request will be not unreasonably denied. Management approval must be received prior to departure. A VCO also has the authority to grant such leave.

Section 8 An employee will be considered to have abandoned his/ her **employment by leaving their work station and/ or shift without permission. A VCO needs to provide the Employer with documentation of abandonment.**

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Section 1

Section 1.01 Sick Leave

All **full-time and part-time** employees averaging more than three (3) days work per week in a month will be entitled to one (1) sick day leave with full pay with a maximum credit of twelve (12) days per year up to a total maximum of **sixty (60)** days. All employees averaging three (3) days or less work per week in a month will be entitled to one-half (2) sick day leave with full pay to a maximum credit of six (6) days per year. Such sick leave may be accumulated from month to month and year to year up to a maximum of **forty (40)** actual working days. The employee after **one (1) day** absences due to sickness upon request by the Company, may be required to supply a doctor's certificate.

An employee upon termination of employment shall be paid fifty (50%) percent of unused sick leave at the employee's current rate of pay to a maximum of **ten (10) days.**

An employee upon retirement shall be paid fifty (50%) percent of any unused sick leave at the employee's current rate of pay.

An employee on sick leave will be paid at the rate of the defined shift to be covered.

Section 1.02 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee=s care; or
- (b) the care or health of any other member of the employee=s immediate family.

Section 2 Welfare

The Employer agrees to provide the BC Medical Plan, Life Insurance and Accidental Death and Dismemberment, and a major medical plan that includes major medical, dental and vision care, which costs shall be shared on a 70 - 30 basis by the Employer and the Employee.

- 1. Participation in the MSP Plan by each regular employee (including regular part-time employees who are accepted by the plan carrier) covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare program. Proof of such other coverage shall be required.
- 2. Coverage for all eligible employees (and their dependants) shall commence the first (1st) of the month following completion of their probationary periods.
- 3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.
- 4. The Company will provide the union and each employee with the actual requirements for eligibility and the Plan Booklet explaining benefits.

Section 3 It shall be the responsibility of the Company to advise the employee of the benefits available under the Health and Welfare Plan and to provide said employee with the necessary application cards to join the Plan. It shall then be the employee's responsibility to make application for benefits under the Plan.

ARTICLE 11 - WAGES AND JOB CLASSIFICATIONS

- Section 1** The employer is to provide job descriptions for each job in the bargaining unit. Such job descriptions will include the duties required to be performed and the qualifications needed to be able to perform such duties. These job descriptions will be prepared with the assistance of the Joint Committee and submitted to the union for final approval. If the union does not respond within sixty days then the job descriptions will be deemed to be agreed to.
- Section 2**
- (a) Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.
 - (b) **Casual** employees on the Casual Call in list will be listed in order of their seniority in the classifications they are qualified in and will be called in accordingly as set out in the casual call in procedures in Article 5, Section 4.
- Section 3** It is expressly understood and agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Company. Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A." **A regular VCO will receive a fifty (\$0.50) cent increase to wages every ten (10) years of service and every additional ten (10) years of service thereafter.**
- Section 4** Any position not covered by Appendix "A," new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Company and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance arbitration procedure as defined Articles 18 and 19 of this Agreement.
- Section 5** Where a **regular or casual** employee has the necessary qualifications and ability to handle the work, there shall be no discrimination of any nature in the matter of appointments to vacant positions or in salaries for such positions. The Company recognizes equal pay for equal work. The **regular or casual** employee shall be paid at the minimum the lowest amount on the pay scale when they obtain a permanent position.

Section 6 Management will provide training to office staff in the various office positions in order to allow for advancement. This will also provide and improve coverage and flexibility during periods of vacation relief, sick time, etc. This will be done on a seniority basis.

In the situation where it is an individual task related to a higher rated position, then the probationary period may be less than sixty (60) days based on the complexity of the task.

Section 7 Payroll

1. The Company will have payroll cheques available for each employee by no later than 9:00 a.m. on pay day and for any employee on graveyard at the start of their shift the night before.

Employer is to implement Direct Deposit.

2. The Company will ensure that any monies owed to a **regular or casual** employee will be paid out on the next business day by noon if an employer error, otherwise as soon as possible.
3. Pay statements given to **regular or casual** employees on their pay day shall include the designation of statutory holidays paid, the listing of all adjustments, including overtime. The accumulation of sick leave credits earned and an itemization of all deductions and earnings, year to date, will be available upon request by the employee.
4. The Employer may not deduct any monies from a **regular or casual** employee without the written consent of the employee, unless it has been court ordered.

ARTICLE 12 - JOB POSTING, PROMOTIONS AND TRANSFERS

Section 1 It is the intention of the Company to fill job vacancies from within the bargaining unit before hiring new employees, providing **enough casual** employees are available with the necessary qualifications to fill the vacant position.

Section 2 Job Vacancies

Notice of all job vacancies shall be posted on the office bulletin board for seven (7) days prior to the vacancy (where possible) and will include job title, job group and brief description of the job duties and qualifications required. Those **regular and casual** employees who make application during the seven (7) days prior to the vacancy will be considered for the job, except however employees who are on vacation or leave during such a period of job posting shall have seven (7) days after their return to work to apply for such positions.

All vacancies of twenty (20) shifts or more shall be posted and filled as per Article 12, Section 1 of this Agreement.

Section 3 Promotions

Promotion is hereby defined as a move from a lower job group to a higher job group. Promotion shall be made on the basis of seniority, ability and qualifications. In the event two (2) or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

Section 4

An employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days, unless extended by mutual agreement between the Company and the Union. If during the trial period he/she is considered to be unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted.

Section 5

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed with the exception of mandatory breaks.

Section 6 Transfers

An employee transferred from one (1) position to another having the same salary rate range, shall continue to receive his/her current salary. Time worked on positions having the same salary ranges shall be cumulative for determining future salary progression.

ARTICLE 13 - LAY-OFF, RECALL AND SEVERANCE

Section 1 Lay-off Procedure

If a reduction of staff is necessary, the following procedure shall be followed: The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

Section 2 All regular or part-time regular (i.e., permanent) employees shall be given notice of lay-off or salary in lieu of notice as provided in Section 7 - Severance Pay.

Section 3 Any regular or regular part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

Any regular or regular part-time employee with six (6) months or more of service who is laid off due to lack of work or redundancy, and who has received severance pay, shall not be placed on a recall list.

Section 4 Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available.

An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

Section 5 Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified providing no other employee with greater seniority is not promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position.

Section 6 Salary Policy on Recall

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current salary for the position.
- (b) Employees recalled to a position which has a lower salary range than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. In cases where the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

Section 7 Severance Pay

Severance pay shall be paid to regular employees who have service of three (3) months and more with the Company, who are terminated due to consolidation, reduction of office staff, suspension of business or changes in procedures. The amount of severance pay for regular employees with three (3) months service shall be one (1) week. Regular employees with more than three (3) months service shall be two (2) weeks at the employees' current regular salary for each year of service, to a maximum of sixteen (16) weeks.

Length of service shall include paid sick leave, annual vacation, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year, as well as under Article 9 - Leaves of Absence or Article 10 - Sick Leave, Welfare Plans and Pension Plan.

Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.

The same period of service cannot be used more than once for calculating severance allowance.

ARTICLE 14 - SENIORITY

Section 1 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

Section 2 Seniority shall mean length of continuous service with the Company and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

- Section 3 Regular Part-Time Employees**
For purposes only of promotions, lateral transfers, demotions due to reduction of staff or exercising "bumping privileges," regular part-time employees shall accrue seniority on the hours worked in accumulation.
- Section 4** Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the bargaining unit for purposes of seniority credit. They may work in positions they are qualified to do and will be paid at the lower rate of the position they are working in and not according to the probationary/ casual scale.
- Section 5** An employee laid-off and placed on the recall list under Article 13, Section 1, will retain but will not accumulate seniority during the period of lay-off.
- Section 6** An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.
- Section 7** Within the office, the Company will post and maintain separate seniority listings for regular and part-time regular employees. Such up-to-date listings will be posted as of January 1st and July 1st of each year, with copies of each current list provided to the Union by the Company. Any employee wishing to protest his/her seniority must do so by formally reducing his/her protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

ARTICLE 15 - DISCHARGE AND TERMINATION

- Section 1** It is hereby agreed that the Company has the right to discharge an employee for just and reasonable cause. The Company agrees to advise the Union of any such discharge and the reasons therefore at the time of such action.
- An employee dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of the dismissal or suspension to initiate a grievance at Step 3 of the grievance procedure.
- Section 2** If an employee is to be terminated, except as provided in Section 1 above, said employee shall receive notice prior to the date of termination, or wages in lieu of notice using the formula set out in the "**Employment Standards Act**" Part 8. If notice is given prior to the vacation period of an employee, such employee shall receive at least two (2) week's wages (as per the foregoing formula) at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee, where possible, shall give the Company two (2) week's notice of intention to terminate service.

Section 3 If upon joint investigation by the Union and the Company, or by decision of an arbitration board so appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank, and shall suffer no reduction in salary. Compensation for salary lost by such employee shall be mutually agreed between the Company and the Union or as determined by arbitration.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES

Section 1 The Company will provide the Union with at least three (3) months notice of intention to introduce automation, equipment or procedures and/or mergers with other companies which might result in displacement or reduction of personnel or in changes of job classification.

Section 2 In cases where employees are not trainable for available positions or where other positions with the Company are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. An employee on recall under this Section, shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate.

Section 3 A specified extension of the recall period, where recall is applied under Section 2 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

Section 4 Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to the required notice or pay, in lieu of such notice, as defined in Article 15, Section 2, and all vacation allowances to which the employee may be entitled.

Section 5 **Job Security**
The Company agrees that there shall be no job loss during the term of this Collective Agreement, nor shall any IUOE members in the bargaining unit be laid off, suffer a reduction in normal earnings, or be terminated due to the contracting out or sub-contracting out of bargaining unit work.

Should the Company establish or participate in a centralized or computerized dispatch system or introduce technological or procedural changes, sale, transfer or disposition, amalgamation or merger with other company(s), the Employer will ensure IUOE members will maintain their current positions.

If technological or procedure changes result in the need for less staff then Article 13 - Lay-off, Recall and Severance and well as Article 16 - Technological or Procedural Changes shall apply.

The Employer agrees that such changes will not result in excess or unsafe workloads.

Section 6 Where newly created or revised jobs are to be implemented as a result of a change defined in Section 5 above, the Company, in order of seniority, further agrees to arrange an on-the-job training program during regular working hours for those who may be affected at no cost to the employees involved. Employees so affected will be paid their appropriate hourly rate for such training purposes.

Section 7 The Company agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

ARTICLE 17 - GENERAL

Section 1 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

Section 2 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

Section 3 **Picket Lines**
It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized picket lines.

Section 4 **Bulletin Boards**
A bulletin board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. This bulletin board shall be used for notices by the Union.

Section 5 **Health and Safety**

(a) All relevant regulations of the Workers= Compensation Act, and all other applicable statutes of the Province of British Columbia pertaining to the working environment and agencies involved in occupational health and safety shall be fully complied with. First aid kits shall be supplied in accordance with this section.

- (b) The employer will implement a process wherein a member chosen by the union will become a worker health and safety representative and be involved in the process of setting up a system of observing, reporting and investigating incidences of workplace safety. This process will also require the employee to participate in inspections, investigations and inquires in relation to workplace safety. At such time as the Act requires an Occupational Health and Safety Committee to meet the requirements according to the number of people employed then such committee will be struck.

It is understood that the member involved in this process will be paid straight time for all hours spent while involved in this process.

- (c) **Communicable Diseases**
The parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Therefore, the parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manor. It will be the Employer's responsibility to ensure that all working areas are maintained in a safe and clean condition and that all articles held for collateral are stored in a contained area away from the employees' work stations. There will also be access to the monitor for the outside door for the VCO for safety and security reasons. This will be done as soon as possible.
- (d) Management is responsible for daily deposits; however, should an employee make the deposit, that employee will be escorted to and from the bank in a cab.
- (e) The Employer shall ensure that any office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board. It further agrees to replace chairs with new ergonomically correct chairs as required.

Section 6 Facilities

The Company agrees to provide a small refrigerator, coffee station and microwave for the benefit of the employees. The Company, also, agrees to provide whatever electrical re-wiring may be needed to ensure that circuit breakers do not open when electrical appliances such as a kettle, microwave, and refrigerator are being used. It is understood that the employees shall ensure the cleanliness of the refrigerator.

The Company will make every effort to ensure that the cameras used for security reasons are angled to meet the requirements of Workers' Compensation Board but will not tape any more of the employees at their work stations than is absolutely necessary. This will be implemented as soon as possible.

Sanitary Facilities

- (a) **The Company agrees to maintain adequate clean sanitary lunchrooms and washrooms having hot and cold running water and with toilet facilities.**
- (b) **The employee will be responsible for the use of these facilities and are responsible for keeping said areas in a clean and sanitary state.**
- (c) **Management will also participate in maintaining the areas in a clean and sanitary state, when used by Management.**
- (d) **Employees will be responsible for the daily cleaning of their work areas, which includes removal of all food stuffs, personal items or miscellaneous rubbish from the space prior to their departing at the end of the shift.**

Computer Equipment

- (a) **No employee will introduce by any method any item, obstacle, program, technical alteration or anything developed for computers that has not been authorized by the Company. No employee may access or utilize a computer for any reason for which they have not had written authority to access or utilize. No employee will attempt or fix or alter any hardware or software program that written authority has not been provided outlining specific authority.**
- (b) **No employee will extract, by any means, information from a computer that is not directly related to their job and for which authority has not been granted.**

Section 7 The Company will maintain the current pay period/pay day mechanism during the term of this Agreement. Should a change to the current system become necessary, the Company shall at its first opportunity raise the issue at the Joint Committee and that Committee will insure that all involved are made aware of the change at the first possible opportunity.

Section 8 Personnel File

An employee, or a designated Union representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept.

All reports or written complaints will have a place for the employee's signature which will indicate his/her agreement or denial of the report and its contents. The presence on the file of reports, letters or other documents can give rise to a grievance by the employee or the Union.

After eighteen (18) months, the employee may request that any reports, letters or other documents be removed from his/her file if no further occurrences of this type have occurred in the ensuing period.

The Company agrees not to introduce as evidence in any hearing documents of this type of which the employee had no prior knowledge.

Section 9 Job Descriptions
Refer to Joint Committee.

Section 10 Complaints
Complaints made verbally or in writing to the Dispatch Supervisor which are referred to Management should have an investigation process started or be responded to by the next business day. **If the management feels the incident is of a serious nature then the employee may be required to put the complaint in writing. The complainant will be made aware that the complaint has been investigated and brought forward.**

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Company and any employee or employees bound by this Collective Agreement, or between the Company and the Union.

Section 2 Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Company, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Company or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1:

The employee involved shall first take up the grievance with the Supervisor directly in charge of the work within seven (7) working days of the circumstances giving rise to the grievance. The employee must be accompanied by an Office Steward or Representative of the Union.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward or Representative shall submit the grievance, in writing, to the Office Manager or the Personnel Manager as designated by the Company, within the next seven (7) working days.

STEP 3:

- (a) If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.
- (b) In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 19.

Section 3 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Company.

Section 4 Industry Troubleshooter

(a) **Issues Referred to Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

(b) **Roster**

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed:
Joan Gordon, D.C. McPhillips, H.A. Hope, Emily Burke or Stan Lanyon.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

(c) **Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

(d) **Agreed to Statement of Facts**

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

ARTICLE 19 – ARBITRATION

Section 1

- (a) When any difference arises between the Parties as to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

Section 2 The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 18. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

Section 3 The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

Section 4 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 5 Each Party shall pay their own costs and expenses of the Arbitration and one-half (2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 - DAYLIGHT SAVINGS/PACIFIC STANDARD TIME

Section 1 The employees working on the night shift and day shift affected by the changeover shall be paid for the actual hours worked.

ARTICLE 21 - DURATION

Section 1 This Collective Agreement shall be in full force and effect from and including **November 1, 2009** to and including **October 31, 2011**, and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement within four (4) months immediately preceding **October 31, 2011**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the parties conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

Section 2 The operation of Section 50(2) and 50(3) of the *Labour Relations Code of British Columbia* is hereby excluded.

Section 3 Severability

- (a) In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 18 of the Collective Agreement.

Section 4 The parties agree to recommend the terms and conditions contained herein subject to ratification by the employees and the shareholders of the Company.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

**SIGNED ON BEHALF OF
THE COMPANY:**

**SIGNED ON BEHALF OF
THE UNION:**

President

Secretary

Business Manager

APPENDIX "A"
WAGE INCREASE

Note: All monetary increases are to be retroactive.

Job Classifications and Hourly Wage Rates

	Current	Nov 1/ 09 0%	Nov 1/ 10 1%
VCO – Voice Channel Operator			
<2,500 hours	\$ 15.33	\$ 15.33	\$ 15.48
>2,500 hours	\$ 16.78	\$ 16.78	\$ 16.95
CTI - Call Taker I			
<2,500 hours	\$ 14.28	\$ 14.28	\$ 14.42
>2,500 hours	\$ 14.88	\$ 14.88	\$ 15.03
CTII – Call Taker II			
<2,500 hours	\$ 13.29	\$ 13.29	\$ 13.71
>2,500 hours	\$ 13.88	\$ 13.88	\$ 14.02
Office Clerk			1%
<2,500 hours	\$ 13.57	\$ 13.57	\$ 13.71
>2,500 hours	\$ 14.85	\$ 15.50	\$ 15.66
Data Clerks			1%
<2,500 hours	\$ 13.99	\$ 13.99	\$ 14.13
>2,500 hours	\$ 14.52	\$ 14.52	\$ 14.67
VCO Supervisor			1%
	\$ 17.38	\$ 17.38	\$ 17.55
CASUAL			
Probationary & Training < 480 hours			1%
	\$ 11.56	\$ 11.56	\$ 11.68

SIGNING BONUS – BY POSITION @ 2%

\$ 700.00	VCO
\$ 580.00	CTI
\$ 540.00	CT2
\$ 600.00	OFFICE CLERK
\$ 575.00	DATA CLERK
\$ 750.00	VCO SUPERVISOR
\$ 200.00	CASUAL

SHIFT PREMIUM

A weekend shift premium of fifty cents (\$0.50) per hour will be paid for all hours worked between 11:00 pm Friday and 11:00 pm Sunday.

Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of seventy-five (\$0.75) cents premium for graveyard shift.

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN: BLUEBIRD CABS, LTD.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**

JOINT COMMITTEE/ LABOUR MANAGEMENT

Purpose:

To create an environment, **that will lead to better understanding and communications between the parties and allow them to deal with ongoing concerns and concerns which may arise from time to time in a non-adversarial and consultative manner.**

Terms of Reference:

The parties specifically agree to discuss and attempt to reach resolution, where possible, on any items brought forward by the parties:

- **This committee shall consist of two (2) members from both the Union and Management.**
- **Each party shall agree to alternate between Chair and Minute Taker every six (6) months.**
- **The Minute Taker shall be responsible to provide the Chair with the minutes of the previous meeting within seven (7) days of the next meeting.**
- **The Chair shall after consulting with all committee members be responsible for creating an agenda and submitting along with the previous minutes to other committee members within three (3) days of next scheduled meeting.**

The committee will develop job descriptions which will be used to classify the positions and set out the duties performed. They will also include the skills and abilities required to fulfill the position. These classifications will then be used in the call in procedure established and define the ability to perform the required work in a job posting. **The committee as required will make improvements to job descriptions.**

Committee Makeup:

The committee shall consist of two (2) representatives of both the Company and the Union. By mutual agreement, the size of the committee can be increased in a 1:1 ratio of the parties. Any member from the Union who is appointed to the Joint Committee/ Labour Management will be paid straight time wages to attend such committee meetings.

The parties can agree to have additional observers present at the meetings for the purpose of training. These observers may not take part in the discussions at the meetings unless there is unanimous agreement of the members of the committee.

The parties may also agree to invite guests to the meetings to provide information or assist them in reaching consensus on issues before them.

Meeting Schedule:

The committee meetings will take place **every second month** unless otherwise agreed by the parties.

Policies and Procedures:

In reference to the joint committee, the policies and procedures implemented by the company must be guided by this current Collective Agreement. It is also understood that employees and management are required to follow the lines of communication set forth by the Company's Organizational Chart and the employee Job Descriptions.

**SIGNED ON BEHALF OF
THE COMPANY:**

**SIGNED ON BEHALF OF
THE UNION:**

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN: BLUEBIRD CABS, LTD.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**

The parties agree to review and renegotiate wage rates for all classifications covered by this Agreement in event that other companies utilize the Computerized Dispatch System of Bluebird Cabs, Ltd., or in event of a documented twenty (20%) percent trip count increase by Bluebird Cabs, Ltd.

**SIGNED ON BEHALF OF
THE COMPANY:**

**SIGNED ON BEHALF OF
THE UNION:**

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN: BLUEBIRD CABS, LTD.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**

COMPUTERIZED DISPATCH SYSTEM

The Union and the Company agree and recognize that the Company may, from time to time, have shareholders access the computerized system of dispatch in two (2) hour blocks for the purpose of familiarization of the dispatch system.

It is understood that no employee(s) shall be displaced, laid-off, or suffer a reduction of hours as a result of the foregoing provision.

The Union and the Company further agree that there shall be mutual agreement as to when and how long such access to the computerized system of dispatch should take place.

**SIGNED ON BEHALF OF
THE COMPANY:**

**SIGNED ON BEHALF OF
THE UNION:**

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN: BLUEBIRD CABS, LTD.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**

The Dispatch Supervisor will work **three (3) days a permanent shift** as a Supervisor with the appropriate rate and **two (2) days** as a VCO at the appropriate VCO rate on those days.

Should there be a requirement for **her/ him** to do supervisory duties on VCO days, **she/ he** will be paid accordingly.

Also, should there be a merger or other significant increase **or decrease** of business, the Dispatch Supervisor=s position will be increased **or decreased** accordingly.

**SIGNED ON BEHALF OF
THE COMPANY:**

**SIGNED ON BEHALF OF
THE UNION:**
