

# COLLECTIVE AGREEMENT

*Between:*

COWICHAN VALLEY TRANSIT  
(FIRST CANADA ULC)

**First**  **Canada**

*And:*

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
OF CANADA  
CAW-CANADA LOCAL 114

**CAW**  **TCA**  

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***April 1, 2011 - March 31, 2015***

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## ARTICLE 1 - TERM OF AGREEMENT

### **1.0 Purpose**

The purpose of this Agreement is to establish and maintain the Terms and Conditions of employment covering bargaining unit employees. The Parties to this Agreement share a desire to improve operating efficiency and the quality of services provided by the Company. Accordingly, they are determined to establish, within the Terms and Conditions of this Agreement, an effective working relationship at all levels of the Company in which members of the bargaining unit are employed.

### **1.1 Coverage**

This Agreement shall cover and be binding on all employees of Cowichan Valley Transit System.

### **1.2 Duration of Agreement**

This agreement shall come into effect as of April 01, 2011 and shall remain in effect until it expires on the 31st date of March, 2015. The terms and conditions of this agreement shall remain in full force and effect until a renewed collective agreement has been reached subsequent to the expiry of this agreement March 31st, 2010.

### **1.3 Re-opening of the Agreement**

At any time within four (4) months immediately preceding the date of expiry of this agreement either party may give to the other, written notice of their intention to commence negotiations leading to the renewal of the agreement.

### **1.4 Agreement Continuation**

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

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lockout, or
- (c) the parties enter into a new or further Agreement; or
- (d) there will be no strike or lockout so long as this agreement continues to operate.

## **1.5 Rules and Regulations Governing Employees**

The management and operation of the Company and the direction of the work force shall remain the exclusive function of the Company. All employees shall be governed by the lawful rules and regulations established from time to time by the Company and shall also strictly observe all special orders bulletined by the employer, if not contrary to the provisions of the collective agreement.

Any amendment or addition to the Policy & Procedure Manual shall in addition to being posted on the Company bulletin board is to be sent to all employees who shall receive a copy of same with their pay advice.

Lawful instructions or any orders conveyed verbally by the Company, provided those instructions are not contrary to the Collective Agreement shall be strictly observed by all employees.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.1 Sole Bargaining Agent**

The Employer recognizes the certified Union as described in the Certification issued by the Labour Relations Board of British Columbia, dated October 14th 1986 as representing the employees of the Company in accordance with the provisions of the labour Code of British Columbia.

### **2.2 Gender Neutral Language**

Where the masculine gender appears in this Agreement, it shall also infer the feminine and vice versa.

### **2.3 Membership in Good Standing**

All employees who are now members or who may hereafter become members of the Union shall remain members in good standing, as a condition of employment with the Company.

### **2.4 New Hires**

A new employee shall, at time of hire, apply for membership in the Union. If accepted he shall become, and continue to be, a member of the Union in good standing, as a condition of employment.

## **2.5 Notification to the Employer**

The Union shall notify the Employer in writing, when it is determined by the Union, that an employee has failed to maintain their membership in good standing in the Union.

The Employer agrees to suspend or discharge the employees ten (10) days after receipt of such notification. If within the ten (10) day period the Union notifies the Employer that the employee is again a member in good standing the original notification shall be considered to be null and void and the employee shall not be suspended or discharged.

## **2.6 Dues Check-Off**

The Employer agrees to deduct from each of such employee's pay the amount of any Union dues and general assessments, as specified on the duly signed authorization cards, and/or a letter from the Union that indicates a change in the amount of dues or general assessments, and remit same to the Union subject to the provisions of the labour Code of British Columbia, Section 10.

## **2.7 Dues Remittance**

The Employer shall remit the dues and general assessments to the Union according to the Employees classification at the time the said monthly deductions are being made.

## **2.8 Assessments**

The Union shall notify the Employer in writing not less than two (2) weeks in advance of any change in the scale of current monthly dues or general assessment to be deducted.

## **2.9 Authorization Cards**

The Union shall provide the Employer with authorization cards providing for deductions of Union dues from members before deduction of such dues commence.

## **2.10 Cards to be Signed**

The Employer shall have the dues authorization forms signed at the time of hire.

## **2.11 No Discrimination**

The Employer shall not discriminate against any employee because of his membership in the Union.

## **2.12 New Member Orientation & Employee Notations**

The Employer shall advise new employees of the existence of the Union and Union Representatives and of their right to Union representation where discipline of the employee may result.

All complaints resulting in the disciplinary action of an employee must be in writing and shall be open for inspection by the union except in any case where, in the opinion of the Company, a violation of duty constitutes an offense under any applicable law.

No disciplinary notation will be entered into an employee's record without the concerned employee and Union being so advised. An employee and/or a Union representative shall have the right to view the employee's entire record upon giving one (1) working day notice to the Company.

## **2.13 Bargaining Unit Work**

Management, and other employees outside the Bargaining Unit shall not perform Bargaining Unit work when a Bargaining Unit member is available. When performing such work they shall do so only until a member becomes available. (The intent of this clause is not to replace employees and shall be used only in emergency situations. Every effort shall be made by the Employer to cover work by creating or extending shifts to provide for adequate staff to cover the work.)

## **2.14 Refusal to Cross a Legal Picket Line**

An employee shall not be penalized for refusing to cross a legal picket line, as established by law or mutually agreed to by the Parties.

# **ARTICLE 3 - UNION ACTIVITIES**

## **3.1 Union Duties**

It is recognized that from time to time it may be necessary for employees representing the Union to carry out their Union duties during their working hours. Employees shall first obtain permission from their supervisor prior to conducting any Union activity or business on Company premises at any time.

Maintenance of earnings shall be the responsibility of the Company unless otherwise specifically agreed to. Other Representatives of the Union shall obtain prior approval from a Company Supervisor prior to conducting any Union activity or business on Company premises at any time.

### **3.2 Leaves for Union Business**

Employees representing the Union shall be granted leaves of absence to carry out their Union duties.

### **3.3 Priority of Leave**

Such leave of absence shall be granted insofar as the regular operations of their department shall permit, and the application shall be given precedence over any other leave of absence received on the same day.

### **3.4 Negotiating Committee**

Members of the Negotiating Committee who are not performing their regular duties but who are meeting with the Company and being paid by the Union, shall have such time classified as "in service" time for the purposes of calculating eligibility for Statutory Holiday pay.

### **3.5 Union Full Time Officers**

Employees acting as full time officers or representatives of the Union or their parent organization, on a leave of absence beyond twenty-two (22) working days, shall be entitled to retain their membership in all existing welfare plans, in accordance with the terms and conditions of the plans, subject to the Union paying the full cost of the premium of each plan on the employee's and employer's behalf.

### **3.6 Leaves for Full Time Union Office**

Employees who are acting as full time officers or representatives of the Union of the parent organization shall be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence, the employees shall return to a job level equivalent to that which they previously held immediately prior to working for the Union, with the accrued seniority.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **4.1 No Stoppage of Work**

All grievances or disputes shall be settled finally and conclusively by the Grievance Procedure described in this Agreement without interference with or a stoppage of work.

## **4.2 Definition of a Grievance**

A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable or if any employee is treated unjustly.

## **4.3 Base Wages Maintained**

The Company shall maintain the normal base wages of the following employees during their normal scheduled hours of work when one or more of the following conditions are met:

- .1 One employee Union Representative from the Depot where a hearing is being held at Step 1 or 2 of the grievance procedure.
- .2 One employee Union Representative when specifically asked to attend by the Employer.
- .3 The grievor(s) who attend any hearing at Step 1 or 2 of the grievance procedure.
- .4 An employee Union Representative conducting Union activities after permission has been granted by the employer.

## **4.4 Recognition of Union Representatives**

Union representatives shall be recognized in discussing any grievance or complaint of an employee.

## **4.5 Definition of a Working Day**

Working day means "Monday - Friday and excludes Saturdays, Sundays and Statutory Holidays", as it relates to time limits in the Grievance Procedure.

## **4.6 Time Limits**

Time limits specified in the different stages of these grievance procedures may be amended by mutual agreement between the Parties.

## **4.7 Individual Grievance Procedure**

- .1 Step 1:

If an employee and/or a Union Representative has a grievance or a complaint it shall first be taken up verbally with the designated Manager within fifteen (15) working days from the time the employee and/or the

Union Representative becomes aware of the grievance subject to leaves of absence, sickness, vacation, etc.

The Employer shall have the presence of a Union Representative during any discussion of a grievance or complaint. The designated Manager shall give the Union his decision within five (5) working days of hearing the grievance or complaint.

**.2 Step 2:**

If the grievance is not settled in Step 1, it shall be reduced to writing. It shall state the specific nature of the grievance or complaint and the requested adjustment, a meeting shall be scheduled between the Union and a designated, Committee of Management within ten (10) working days from receipt of the appeal of the grievance or complaint.

The designated Committee of Management shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union Representative within five (5) working days after such meeting.

If the Grievance or complaint is not settled at this Step, or any other procedure provided in the labour Code of B. C., the process of "Mediation/Arbitration" shall be used if both Parties agree.

**.3 General Application Grievance**

When the settlement of a grievance has a "general application" and shall affect employees covered by more than one section of this Agreement, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted, in writing, to a designated Committee of Management.

The designated Committee of Management and a Union Representative shall meet within ten (10) working days of the receipt of the grievance. The designated Committee of Management shall reply to the grievance within fifteen (15) working days of the hearing.

If it is not settled at this stage, then the grievance may be advanced to Arbitration by the union or any other procedure provided in the labour Code of B. C. The process of "Mediation/Arbitration" shall be used if both Parties agree.

**4.8 Suspension or Dismissal Grievance Procedure**

- .1 No employee shall be disciplined except for just and reasonable cause.**
- .2 If in the course of a normal interview evidence is introduced that would lead the Supervisor or Manager to contemplate suspension or dismissal**

the employee(s) may be dismissed or suspended but if the Parties agree, the interview shall be adjourned.

An Investigative Hearing shall be arranged at another agreed date and time. The employee(s) shall have the right to produce witness(s) and evidence there at.

- .3 When the Company schedules an "Investigative Hearing" into an incident or issue where suspension or dismissal would reasonably be contemplated, the Union shall be advised of the incident or issue involved and that a suspension or dismissal is intended. Such notice shall be given to the Union and employee(s) not less than forty-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled.

The employee(s) shall have the right to produce witness(s) and evidence there at.

- .4 The Union shall be notified as soon as possible when an employee(s) is suspended or dismissed.
- .5 If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall notify the Company within five (5) working days of the Company's decision.

Upon receipt of such notice, a meeting shall be convened within five (5) working days with the appropriate Manager or his/her nominee to review the dismissal or suspension. Within five (5) working days of the review meeting, the Company shall give the Union its written decision in the matter.

- .6 If, after the review, it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay or benefits.
- .7 If, after the review, a decision by the Company is not considered just and equitable by the Union, notice to appeal to arbitration shall be given within twenty (20) working days from the date of the decision.

The process of Mediation/Arbitration shall be used if both parties agree.

- .8 All written complaints about the employees received by the Company, shall be open to inspection by representatives of the Union.

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

#### **4.9 Mechanics of the Grievance**

Any grievance or complaint which has been answered in Steps 1 or 2 shall be considered settled on the basis of the last answer given unless appealed to the next Step, Mediation/Arbitration or Arbitration.

The time limits of submitting a written appeal shall be ten (10) working days after Step 1; fifteen (15) working days after Step 2 and twenty (20) working days after a policy grievance is answered by the designated committee of Management.

#### **4.10 Arbitration**

It is the intent of the Parties to this Agreement to use a single arbitrator as a means of resolving disputes that are not settled in the grievance procedure and where the Parties cannot mutually agree on the use of "Mediation/Arbitration" under Article 4.12.

#### **4.11 Mediation – Arbitration**

The Parties agree to exclude the operation of S.96 (1) of the Labour Code. At any stage of the grievance procedure the Parties may mutually agree to assign any matter in dispute to the Mediation/Arbitration procedure set out below:

- .1 A list of arbitrators shall be compiled consisting of three persons appointed by mutual agreement by the Parties who shall agree to a determined fee and shall agree to render a decision within thirty (30) working days.
- .2 There shall be a random selection draw for an arbitrator from the list referred to in 4.1 1.1 above, for each hearing required to implement this procedure. All names shall then be returned to the list and the process shall continue with the next draw.
- .3 The disputed cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing.
- .4 The hearings shall be held at a location agreed to by the Parties.
- .5 The Company and the Union respectively shall name a person of their choosing to represent their respective interests at hearings held hereunder.
- .6 The Parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute to the hearing. In the event that parties are unable to agree on a written statement of facts, each shall provide to the other, at least five (5) days prior to a hearing hereunder, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing.

- .7 Where possible, the Arbitrator shall attempt to mediate a settlement between the Parties. The arbitrator shall determine his/her own practice and procedures but shall give full opportunity to the Parties to a hearing to present evidence and make submission.
- .8 In the event that the Arbitrator determines that a written decision is necessary, such decision shall be brief and to the point.
- .9 The decision of the Arbitrator shall be binding on both Parties.

#### **4.12 Single Arbitrator**

In the event that a grievance is to be adjudicated by a single arbitrator, the Parties to this Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice.

Should the Parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon request of either party.

The Arbitrator shall proceed as soon as practical and his decision shall be final and binding upon the Parties and upon the employee affected by it.

### **ARTICLE 5 - HIRING AND PROBATION**

#### **5.1 Probation Period**

Employees shall serve a probation period of four hundred (400) driving hours or six (6) months, whichever occurs first, from date of hire during which the employer shall determine their suitability for continued employment.

Where an employee is hired for bus cleaning only, probation shall be three (3) calendar months.

The Employer may discharge a probationary employee during their probationary period if found unsuitable for the above position. The Union may grieve any alleged discrimination against a discharged probationary employee.

An Employee who successfully completes their period of probation will become a permanent employee and shall be notified, by the Employer in writing, at the completion of their probation of their permanent employee status.

## **5.2 Permanent Part Time Employees**

Permanent part-time employees who have completed their probationary period and who subsequently obtain permanent employment shall not be required to serve a second probationary period.

## **ARTICLE 6 - JOB POSTINGS**

### **6.1 Vacancies Known to be Seven or More Calendar Days**

- a) Vacancies in assigned positions, newly created positions and any position of a known duration of seven (7) days or more temporary or otherwise shall be posted as soon as possible.
- b) A mini signup shall occur where the fulltime employees with less seniority than the employee who has created the vacancy may sign, in order of seniority, the indexes subsequently made available by those who choose to voluntarily participate in the signup.
- c) In the event that no employees sign for the subsequent available indexes the work vacated shall be available for the vacated time period to the senior casual.
- d) Where a temporary vacancy has been filled, upon return of the employee to the vacated position all affected employees shall be returned to their former shifts or shifts they would have had prior to the temporary vacancy.

### **6.2 Vacancies for less than Seven Calendar Days**

It is agreed that the following provisions shall apply when covering vacated shifts for straight time and overtime:

When a shift has to be covered, it shall be offered in the following order:

- i. In seniority to employees trained to perform the work who will not attract overtime.
- ii. In the event the work can not be filled without attracting overtime, overtime shall be offered in order of seniority, first to the individuals working on that day, then in order of seniority to the individuals on regular days off.

### **6.3 Shift Bids**

Shifts shall be posted and bid in seniority order during the months of December, March, June, and September or as required due to schedule change. If a bid is required due to schedule change and such bid occurs within thirty (30) days of

either the March or September bid the March or September bid will not be required.

Employees who are on vacation or are on any other leave as contemplated in this collective agreement shall leave their sign up choices with the Sign Up Representative or that employee shall be assigned the work that is closest to the work that they are performing at the time if the sign up.

#### **6.4 Outside Hire**

If no permanent or probationary employee from this transit section signs for a bulletined position, the Company may hire from outside.

#### **6.5 Changes Agreed To in Writing**

Any changes to classifications during the life of this Agreement shall be mutually agreed upon by Union and the Company in writing.

#### **6.6 New Classifications**

In the event the Company shall establish any new position, the classification and wage rate shall be established by the Company and written notice shall be given to the Union. It's agreed that the wage rate for the new classification shall be subject to negotiation.

If the classification and/or wage rate established by the employer for such new position is revised as a result of negotiation or grievance procedure, then the revised classification and wage rates shall be effective from the date when the new position was established.

### **ARTICLE 7 - SENIORITY**

#### **7.01 Definitions**

##### **Conventional Full Time Employees**

- a) Full time employees are those employees who can sign an index (shift) of thirty six (36) hours or more per work week and shall receive all the benefits provided under this collective agreement.
- b) Casual employees shall accrue seniority for the purpose of promotion to full time positions within the Company and shall be determined from the date of hire. Casual employees shall accrue vacation pay at the rate 4% (based on gross wages excluding benefits) issued on every pay and upon the anniversary date on the completion of five years shall receive vacation pay at the rate of 6% on every pay.

- c) All regular runs operated by the Company will be posted for bid at least two (2) whole weeks prior to the start date, provided that the schedule adjustments have been received from B.C. Transit and are available in this time period.

Otherwise run bid sheets will be posted as soon as possible. Full time employees shall have first priority and shall sign in order of seniority. Should a vacancy occur, or a change in existing runs, or a new assignment come up for bid, a complete new bid will be posted and signed for as above. The senior employees shall sign for the posted work as soon as possible in order that the junior employees will have time to view the remaining work.

## **7.2 Seniority Established**

Company seniority shall be established as of the day an employee commences employment with the Company in this transit section.

## **7.3 Seniority Protected**

An employee who is selected to a position not covered by the agreement within the Company shall have his seniority rights protected for ninety (90) calendar days from the date of transfer, upon payment of three (3) months dues to the Union. The said ninety (90) calendar day period may be extended by mutual agreement between the Parties.

## **7.4 Extension of Leave**

Pursuant to Articles 7.3 above, if any employee returns to his previously held position within the ninety (90) calendar days or a mutually extended period, then all adversely affected employees shall be reinstated in the positions they held prior to the transfer.

## **7.5 Transferred**

When an employee has transferred as per Article 7.3 above, then, by mutual agreement between the Parties, if he is unable to satisfactorily perform his work or he is laid off due to work load changes within the ninety (90) calendar days, he may reinstate after three (3) working days notice to his previous position without loss of seniority.

## **7.6 More than One Hire**

When more than one employee is hired on the same day, seniority shall be established by a draw of names and a Union representative shall be present.

## **7.7 Protests to Seniority**

Protests in regard to seniority status of an employee shall be submitted in writing to the Union within sixty (60) calendar days from the date seniority lists are posted. If proof of error is presented by an employee, such error shall be corrected by mutual agreement between the Parties and the agreed upon seniority date shall thereafter be final.

## **7.8 Seniority Lists**

A seniority list shall be supplied by the Employer by January 15th and September 15th of each year to the Union. The employer shall also post the seniority list on the Employer's bulletin board.

The list shall contain the names of all permanent 1 employees in order of date of hiring showing name, classification and date of payroll. The Employer shall keep the seniority list current and make it available to the Union on request

## **7.9 Accumulation of Seniority**

All employees shall continue to accumulate seniority when they are absent from work due to sickness, non-compensable injury, WCB, lay-off or approved leave of absence.

## **7.10 Common List of Drivers**

There shall be a single seniority list of drivers. Where the Company cannot provide five (5) shifts a week on a regular basis, drivers may pass down work up to three (3) consecutive times without loss of seniority provided there is a junior driver available to work the shift.

Where no junior driver is available, drivers are required to accept the work unless the pass down is due to a bona fide reason.

## **7.11 Loss of Seniority**

Loss of Seniority will occur when:

- Termination for just and reasonable cause and not reinstated under the terms and conditions of the Collective Agreement.
- Voluntary termination.
- Laid off and not recalled to work for a period of twenty four (24) months.
- Where a driver does not comply with article 7.10 and passes down work more than three (3) consecutive times or passes down work when no

junior drivers are available. Where no junior driver is available, drivers are required to accept the work unless the pass down is due to a bona fide reason.

- Where a driver does not comply with article 12.4.3. Drivers not accepting recall, in seniority, to a position of twenty (20) hours or more per week for a continuous four (4) week period.

## **ARTICLE 8 - BENEFIT PLANS**

The carrier of the Company benefit plan shall be the Canadian Health Insurance Plan (CHIPS Plan) which plan will be implemented as soon as it is administratively possible after ratification.

### **8.1 Basic Medical Coverage**

The basic medical plan shall provide coverage under the Medical Services Plan of British Columbia as specified in the B.C. Medical Services Act and Regulations.

### **8.2 Dental Plan**

The Employer shall arrange and administer a basic Dental Plan for employee. The coverage provided by The Plan shall be as follows:

- Plan "A" - 80% co insurance
- Plan "B" - 50% co-insurance
- Plan "C" - 50% co-insurance with a limit of \$3,000.00 maximum life time benefits per person enrolled in this Plan.

### **8.3 Extended Health Benefits**

The carrier of the Company benefit plan shall be the Canadian Health Insurance Plan (CHIPS Plan) which plan will be implemented as soon as it is administratively possible after ratification.

The cost of the benefit plan shall be shared 75% employer and 25% employee. Those employees whose contribution is less than the 25% of the cost of the CHIPS Plan shall be red circled and their contribution will remain at current levels.

## **8.4 Benefit Coverage**

### **8.4.1 Group Life**

Group Life Insurance shall be provided for employees maintaining shifts of thirty six (36) hours or more or employees currently covered by this benefit as of ratification. Coverage will be in the amount of \$80,000.00 Life Insurance and Accidental Death and Dismemberment indemnity.

### **8.4.2 Sick Days**

Permanent full-time employees (as defined in 8.5) holding a full-time position shall be entitled to three (3) days pay each year for absences due to sickness.

### **8.4.3 Long Term Disability**

The Company shall provide Long Term Disability coverage for employees holding permanent full-time positions. Coverage shall be seventy percent (70%) of normal earnings after one hundred and eighty (180) consecutive days of absence.

### **8.4.4 Short Term Disability**

The Company shall provide Short Term Disability coverage for employees holding permanent full-time positions. Coverage shall be at seventy-five percent (75%) of the basic earnings after the fourth (4th) day of absence. Basic earnings are calculated based on a forty (40) hour work week. Coverage shall continue for one hundred and eighty (180) days and be subject to the provisions of the plan documents.

### **8.4.5 Premiums During Absence**

Employees shall be responsible to maintain their portion of all benefit premiums during their absence. Failure to do so will result in the termination of benefits. The Company shall provide written notification of cancellation of benefits a minimum 30 days in advance.

## **8.5 Participation in Benefit Plan**

- a) Employees shall be eligible to participate in the benefit plan on the first day of the month after completion of three (3) months of continuous service on a full-time basis. For the purposes of this clause full-time shall be defined as maintaining a minimum of thirty six (36) hours per week. In the maintenance of hours, the calculation shall include time lost due to illness, injury, maternity and parental leave, jury duty, union leave, statutory holidays, vacation, bereavement leave, and compassionate care

leave. Having qualified, an employee must maintain full-time status or benefits will be cancelled and the employee must re-qualify.

All employees covered by the benefit plan prior to ratification shall continue to receive benefits provided they maintain the required hours.

- b) Membership in the basic medical plan, the supplementary medical plan and the dental plan shall be a condition of employment. Eligible employees may waive membership in the basic medical plan or the benefit plan or both, provided they can prove they have alternate coverage elsewhere.
- c) Monthly premiums for the basic medical plan, dental plan, extended health plan, group life insurance short and long term disability and vision care shall be paid seventy-five (75) percent by the employer and twenty-five (25) percent by the participating employee.

Employees over 65 shall be governed by the restrictions applied by CHIPS and shall generally qualify for the following on a 75 % employer and 25% employee costing:

- Life and ADD reduces to 50% to age 70.
- Life and ADD reduces to 25% after 70
- WI, Dental and extended benefits continue.
- LTD and critical illness terminates at age 65.

## **8.6 Summary Only**

The foregoing summary of the benefit plans is only a brief outline of the plans. The specific terms and conditions of the actual plans will govern in all cases of disagreement. The terms and conditions of the actual plans shall be amended to comply with the foregoing.

## **8.7 Same Sex Partner**

Subject to and in accordance with First Canada Policy, for the purposes of benefit entitlement, a same sex partner shall be considered a spouse.

## **8.8 Sign-Ups and Benefits**

Once per year an employee may sign a shift of less than the thirty six (36) hour benchmark as required to qualify for benefits and shall remain eligible to maintain their benefit package for the duration of that sign up provided that he/she signs a full time shift at the next three (3) consecutive sign ups.

The employee that fills that shift at the sign up as set out above the employee filling the vacancy shall not be entitled to benefits because the employee signing the non qualifying shift retains their benefits.

**Note Re: 8.8 Employees on Benefits as of the Date of Ratification**

Due to the change from thirty (30) hours to thirty six (36) hours; Employees shall be "Red Circled" as per the email sent from Alvin Zaharko dated February 3, 2011. It reads as follows:

*This to confirm that employees who cannot sign an index (shift) of 36 hours or more and are currently on benefits (date of ratification) shall have their benefits maintained and they shall be red circled for the duration of their employment unless they sign a relief casual shift thereby removing their eligibility for benefits. This provision is subject to BC Transit not reducing service levels which would result in reduced manpower requirements.*

*Alvin Zaharko  
RVP FirstCanada ULC  
Farwest Group*

**ARTICLE 9 - ANNUAL VACATIONS**

**9.1 Vacation Entitlement**

Annual vacation pay shall be calculated as a percentage of gross (less benefits) earnings as follows:

- a) After completing one (1) year of service - 4%  
Vacation entitlement of 2 weeks.
- b) After completing three (3) years of service - 6%  
Vacation entitlement of 3 weeks.
- c) After completing ten (10) years of service - 8%  
Vacation entitlement of 4 weeks.
- d) After completing 20 years of service – 10%  
Vacation entitlement of 5 weeks.

All employees must take their entitled vacations annually. All employees will accrue vacation pay.

**9.2 Leaves**

Employees covered by this agreement shall be granted a leave of absence without pay or loss of seniority upon written application when such leave is to be

taken in conjunction with their annual vacation, does not exceed two (2) weeks, and does not affect the efficient operation of the schedules.

### **9.3 Vacation Planner**

The Company shall post no later than December 1<sup>st</sup> of each calendar year a vacation planner. Employees shall be granted vacation requests in order of seniority. The Company shall post the approved vacation planner no later than December 31<sup>st</sup>.

Employees shall be limited to two (2) consecutive weeks in the months of July and August. The number of employees off at any one time will be restricted to one (1), unless manpower availability permits additional employee absence. This increase will be based on operational requirements and at the discretion of the Company.

Requests received after January 1st shall be granted on a first come first serve basis.

All vacation will commence on Sunday.

### **9.4 Single Day Vacation Selection**

Employees who are eligible for four (4) weeks of vacation as set out in 9.1 of this agreement shall be able to select one (1) week of vacation in single days. The employee shall advise the Employer of their intent to schedule single days at the time of the vacation sign up.

Employees shall be able to block their single day annual vacation at the end of the vacation sign up after all full week blocks of vacation have been scheduled. A single day vacation shall not be scheduled in a case where it eliminates an entire week of vacation from being chosen by another employee.

Single day vacation must be taken in the year for which it was intended and if an employee has any unused single days left in their bank and are not scheduled or are unused by December 1<sup>st</sup> of the vacation year that employee shall carry over any unused days to the next year; however that employee shall not be able to take single day vacations in the following year and may only schedule the remaining days they carry over with them.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

### **10.1 Statutory Holidays**

The Employer shall observe the following days as Statutory Holidays:

- New Years Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B. C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day proclaimed by the Federal or Provincial Government as a Statutory Holiday.

### **10.2 Entitlement Defined**

An Employee shall not be entitled to Statutory Holiday Pay if she:

- a) has been employed for thirty (30) calendar days or less
- b) has not earned wages or performed work on at least fifteen (15) of the last thirty (30) calendar days immediately preceding the Statutory Holiday

### **10.3 Payment**

Payment for Statutory Holidays shall be calculated as follows for all employees:

The total number of hours worked, exclusive of overtime, for the four (4) week pay period immediately preceding the Statutory Holiday, divided by the number of days worked during the four week pay period to a maximum of eight hours pay for each of the named holidays.

#### **10.4 Payment for Work on a Statutory Holiday**

All work performed on a statutory holiday shall be paid at the rate of one hundred and fifty (150) percent in addition to the entitled pay for such Statutory Holidays as calculated in the previous clause.

### **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

#### **11.1 Maximize Shifts**

The Company shall endeavour to maximize shift and hours to forty (40) hours per week provided the shifts meet the service needs before instituting shifts of a lesser duration. The normal work week for employees working thirty six (36) hours or more shall consist of two (2) consecutive days off wherever possible.

#### **11.2 Call Out**

The minimum call-out per shift shall be two (2) hours. Call-ins on assigned days off shall be voluntary. The minimum call out for a driver meeting or training shall be one (1) hour, paid at the applicable rates of pay.

#### **11.3 Overtime**

Any employee may work more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week (excluding MIT, travel, fuelling and sweeping). Work in excess of forty (40) hours in any one (1) week shall be paid at one and one half (1 ½) for hours to fifty (50) hours and two (2) times the base rate for any additional hours. A week is defined as Sunday to Monday.

#### **11.4 Overtime by Seniority**

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

#### **11.5 Split Shifts**

No split shift will encompass more than twelve (12) hours, otherwise overtime rates will apply at time and one-half (1/2) for the first three (3) hours in excess of the twelve (12) hours of total elapsed time and double time thereafter for all hours exceeding fifteen (15) hours of total elapsed time exclusive of pre-trip and travel time.

## **11.6 Adverse Weather Conditions**

When the employer determines that an employee cannot do his/her regular posted run due to adverse weather conditions, the employee shall be paid as follows:

- a) Where the employee is notified prior to arriving at work the employee shall be paid 3 hours. Such time shall not be accrued for the purpose of calculating overtime, nor shall it be paid at overtime rates.
- b) Where the employee is notified of the cancellation of work upon arrival to work, or after arriving at work he/she shall be paid their scheduled hours for the day, inclusive of travel and cleaning time. In such-circumstances, time not worked shall not be accrued for the purpose of calculating overtime, nor shall it be paid at overtime rates.

## **11.7 Twelve Hour Paddles**

The Company shall have the right to arrange work in up to twelve (12) hour paddles. However, an employee may not choose an index of work that exceeds 40 hours per week, exclusive of pre-trip, post-trip and travel time, unless the work is posted as such by the company.

## **11.8 Reporting During Adverse Weather**

When adverse weather conditions occur drivers will endeavour to contact the dispatcher for instructions at least sixty (60) minutes prior to reporting for work. Should a driver be unable to contact the dispatcher she shall report for work and the cancellation of work provision of this agreement shall apply.

## **11.9 Paid Time**

Drivers shall be paid from their Start Time to their Finish Time, except in circumstances where through no fault of their own they are unable to maintain the transit schedule. Where extra time is worked due to such delays, overtime shall be paid in accordance with Article 11.3.

### **11.9.1 Mechanical Inspection Time and Travel Time**

- a) Drivers shall be paid from their Start Time to their Finish Time, except in circumstances where through no fault of their own they are unable to maintain the transit schedule. Where extra time is worked due to such delays, overtime shall be paid in accordance with Article 11.3
- b) In addition to the scheduled time, 15 minutes MIT shall be paid at the beginning of each paddle in which the bus is pulling out of the yard for the first time that day.

- c) Travel time (TT) will be paid for at straight time rates. The allotment of time for TT will vary from route to route, but will include time from the garage to the scheduled route starting location for those drivers originating from the garage, and from the ending location to the garage for those drivers finishing at the garage.
- d) Drivers starting on the street will be paid zero minutes TT for the start of the piece of work. Drivers ending on the street will be paid zero minutes TT at the end of the piece of work.
- e) Where a bus terminates its block at the garage at the end of the day, in addition to TT from the end of the scheduled trip, the paddle may include post-trip time of 15 minutes (time to fuel and sweep bus).
- f) MIT, TT and fuelling shall accrue to building up an employee's daily pay and shall be paid at straight time rates.
- g) All MIT, TT and Post-Trip shall be stipulated on the sign-up sheet and on the paddles, indicating start times and finish times.

#### **11.10 Schedule Changes**

The Company agrees that Union shall be advised of any planned schedule changes a minimum of 7 days in advance. The Company further agrees to discuss any concerns regarding the schedule with the Union, particularly in respect of scheduled running times and scheduled breaks. Suggested changes that do not negatively impact the operations or the service shall not be unreasonably withheld.

### **ARTICLE 12 - LAY-OFF AND RECALL**

#### **12.1 Layoff**

In the event that lay-offs become necessary seniority shall govern, (i.e. the employee with the least seniority shall be laid off first).

#### **12.2 Discontinued Position**

When an assigned position is wholly discontinued or an employee is displaced from their position, the employee so displaced shall have the right to exercise their transit seniority to obtain any position that their transit seniority and qualifications entitle them to.

### **12.3 Bumping**

A senior employee who is laid-off and displaces a junior employee may resume his/her duties in the position from which laid-off should the position be reinstated. The junior employee may also resume the position from which displaced.

### **12.4 Recall**

The order of recall shall be in the inverse order of the lay-off (last off, first on).

#### **12.4.1 Recall Position**

A laid-off employee shall be recalled to the position from which laid-off when staff is increased.

#### **12.4.2 Failure to Report**

Any employee who is recalled and fails to report or contact the Company within seven (7) calendar days of notice by registered mail to their last recorded address shall be removed from the seniority list. Having been contacted, an employee must confirm their return to work within forty-eight (48) hours of being contacted.

#### **12.4.3 Failure to Accept**

A recall employee must accept recall to a full-time position in their seniority. Failure to accept recall may result in the employee being released from the Company.

### **12.5 Severance Notice**

In the event of cancellation of the contract for service with B.C. Transit, the Company shall provide the employees two (2) months notice or pay in lieu of notice.

## **ARTICLE 13 - LEAVE OF ABSENCE**

### **13.1 Pregnancy and Parental Leave**

Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act.

- a) The employee shall notify the Company at least three (3) weeks in advance of the date on which she/he intends to begin the leave of absence. An employee may alter the request for commencement of leave of absence by notifying the employer in writing no later than two (2) weeks prior to the commencement of the original leave request unless otherwise recommended by the employee's physician. Employees shall notify the

Company of their expected date of return no later than two (2) weeks prior to the intended return from leave.

- b) When an employee on maternity or parental leave fails to notify the Company of their desire to return to work in accordance with the preceding paragraph, or when an employee fails to return to work after giving notice and is not absent with reasonable cause, the employee will receive a registered letter from the Company to return to work. If the employee fails to respond within forty-eight (48) hours unless for reasons beyond their control, the Employer shall assume they have resigned.
- c) The Employer shall maintain coverage for Medical Extended Health, Dental, STD, LTD and Group Life and shall pay the Employer's share of these premiums. Upon return to work the Employer shall continue premium coverage for Short Term and L.T.D. coverage.
- d) Illness arising during pregnancy shall be covered by the benefit plans the same as any other illness provided the employee pays their portion of the premiums.

### **13.2 Bereavement Leave**

- a) In the event of a death in an employee's immediate family, the Employer may grant a leave of absence up to three (3) days in length with pay for the purpose of arranging and/or attending the funeral. Bereavement leave shall be granted only upon application by the employee and only for such time that the employee would normally have worked.
- b) In addition, if the employee is notified of the death while he is working, he shall be excused with pay for the balance of the working shift, wherever possible, and such time shall not be charged against the three (3) days of leave.
- c) "Immediate family" shall be limited to include spouse, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather | stepmother, stepfather or adopted child or grandchild.
- d) Subject to and in accordance with Provincial Legislation, for the purposes of bereavement leave, a same sex partner shall be considered a spouse.

### **13.3 Jury Duty**

The Employer shall grant a leave of absence, to any employee who is required to serve as a juror or who is subpoenaed to attend an inquest or court as a witness to an event, occurring during her actual working hours. The Employer shall pay such employee the difference between the earnings such employee would have in any event earned and the payment she received, excluding payment for expenses incidental to the discharge of duties, for such jury or witness duty. The

employee must report for their next scheduled work day following release from jury or witness duty. The employee must present proof of service and the amount of payment, if any; he/she received for such service.

#### **13.4 General Leave**

- a) Upon agreement between the Employer and the Union, a leave of absence for a period of up to three hundred and sixty-five (365) calendar days shall be granted. Such request shall be in writing and leave shall be without pay or loss of seniority.
- b) No leaves of absence shall be granted for the purposes of entering other occupations except with the written approval of the Company and the Union.
- c) Employees have the privilege of continuing benefit coverage for a maximum of three months following the first month of leave provided they pay 100% of premiums. Premiums are due prior to the beginning of the month of coverage. Failure to pay the monthly contribution will result in termination of benefits.

#### **13.5 Emergency Leave**

Requests for an emergency leave of absence shall not be reasonably denied. Such leaves shall include but not be limited to: family emergencies, attending the birth and/or homecoming of a male employee's child, caring for an employee's sick child, etc.

#### **13.6 Seniority Retained**

An employee who returns to work after the expiration of a leave of absence granted under Article 13 shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave and shall accumulate all benefits under this Collective Agreement.

#### **13.7 Compassionate Care Leave**

An employee shall be granted up to eight (8) weeks unpaid leave of absence in accordance with the Employment Insurance provisions to care for a gravely ill family member as defined by the Employment Insurance regulations.

## **ARTICLE 14 - HEALTH AND SAFETY**

### **14.1 Health and Safety**

#### **14.1.1 Healthy and Safe Workplace**

The employer agrees to provide a safe and healthy workplace for all employees and to provide training and education on safe work practices. The Company shall ensure all buses meet required safety standards.

#### **14.1.2 Joint Health and Safety Committee**

A joint Health and Safety Committee shall be constituted as per the Occupational Health and Safety regulations. The committee shall consist of one Company representatives and one Elected Union representatives who shall meet monthly and whose purpose is to investigate and make recommendations for improvement to safe work practices. Minutes shall be kept and posted on the bulletin board. The company shall consider all recommendations of the joint Health and Safety Committee.

The Health and Safety Committee members shall attend these monthly meetings at no loss of regular earnings.

### **14.2 Injury Pay Provision**

An employee who is injured on the job during working hours is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled shift.

### **14.3 Violence in the Workplace**

Should an employee become the victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- a) The Employer shall immediately conduct an investigation into the act or threatened act of violence.
- b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- c) The Union shall be provided with a copy of this report.
- d) This article does not limit Management's ability to discipline employees.

### **14.4 First Aid Kits**

The Company shall provide and maintain first aid kits on all buses.

## **14.5 Right to Refuse Unsafe Work**

The procedures surrounding the right to refuse unsafe work shall be governed by the applicable Provincial and/or Federal legislation. The following is a brief outline of current (2006) policy:

No employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health and safety of any person.

There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances to the Employer who shall investigate the matter and attempt to resolve it.

If the matter remains unresolved, further investigation will involve the Company Representative, the employee and the Union Health and Safety Representative.

If the matter remains unresolved, the Employer, employee or the Union Representative shall notify the office of the Workers' Compensation Board or Department of Transportation for investigation and decision orders if required.

### **Safety Inspections**

Upon request to the appropriate Company Representative, Union Representatives shall be granted access to the workplace at a mutually agreeable time for Health and Safety Inspections with the local Health and Safety Representatives.

## **14.6 Training**

On an annual basis the Company shall provide CAW conducted Health and Safety training to one member of the Joint Health and Safety Committee. The attending employee will be paid regular earnings for eight (8) hours.

## **ARTICLE 15 - MISCELLANEOUS**

### **15.1 Skills Upgrading**

When the employer requires an employee to upgrade her skills or deems it necessary or desirable for an employee to undertake tests for the upgrading of Motor Vehicle Licenses, the employer shall provide the appropriate equipment. The cost of such required training test for upgrading shall be borne by the employer and the employee shall be paid for all time for such testing, training or upgrading falling outside her normal working hours at the appropriate rates.

When an employee requires training in order to exercise their seniority or is bumped by a senior employee all training shall be paid at 65% of the base rate in effect.

## **15.2 Union Notice Board**

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

## **15.3 Personal Files**

- a) An employee may request through their Supervisor, to examine their own personal file and shall be allowed to do so under supervision. Shop Stewards may accompany the employee at the employee's request.
- b) An employee shall be advised of any disciplinary notation being entered into their personal file.

Disciplinary action charged on the personnel record of an employee shall not be admissible or used in any disciplinary or arbitration proceedings after a period of two (2) years from the date of entry providing that no similar violation has been charged to such record.

- c) An employee dismissed, or leaving the Company with due notice, shall be given the usual record of employment and will be paid in accordance with the provisions of the labour Standards of B. C.

## **15.4 No Contracting Out**

- a) As long as the Company has drivers and suitable equipment no work shall be contracted out.
- b) Any contracting out of work shall be given to Union Companies provided they have suitable equipment competitive rates and proper licensing.

## **15.5 Driver Responsibilities, Etc.**

- a) It is further agreed that each driver is required to engage in a circle check of his/her vehicle prior to leaving on each run, done in accordance with the Professional Driver's Manual or Provincial regulation or inspect other operating equipment requested by the Company. Failure to do so will be grounds for discipline.
- b) Drivers will be responsible for refuelling, starting, warming up, parking in designated stalls, and cleaning of the interior of buses and all pool

vehicles. The Company will supply adequate tools and materials for cleaning.

- c) The Company may assign shifts for the exclusive purpose of cleaning both the interior and exterior of coaches. Such shifts will be made available to drivers in order of seniority and shall receive the base cleaning rate of pay as provided in this agreement.

As long as drivers are performing service work, work shall be posted and signed on a ninety (90) day rotation basis. The company shall have the right to cancel this provision and may contract out this service work by giving thirty (30) days notice of this intention. Should at any time this work not be signed by the driving staff the company may contract out the work.

Drivers may be removed or restricted from signing this work for unsatisfactory performance.

#### Vehicle Cleaning Policy

Hours allotted for bus cleaning shall be determined from time to time by the Company and shall be reasonably sufficient to perform the tasks required as defined by Company policy. Cleaning requirements may change from time to time and this policy is subject to revision as required.

- d) Except for areas that may be agreed to by the Parties as designated smoking areas, all employees and waiting-room locations shall be considered "No Smoking" areas. Drivers shall not smoke while loading or unloading coaches or at any time while passengers are on board and must be in compliance with Provincial regulations and not smoke within nine (9) metres of any window, entrance or exit.

### **15.6 Accident and Incidents**

- a) Employees required to complete an accident or incident report outside of their normal hours of work, as a result of an accident or incident occurring during working hours, shall be paid the equivalent of thirty (30) minutes straight time pay for each report.
- b) When an employee is involved in an accident or incident, while at work, and such incident or accident results in the employee being delayed, the affected employee shall be paid at their straight time rate of pay, for the time of such delay.

## **15.7 Uniforms**

The Employer and the Union will co-operate in sponsoring and maintaining a high standard of appearance among drivers. The present conditions for provision, normal maintenance and cleaning of drivers' uniforms shall continue.

The Employer shall discuss any changes in the type or quality of uniforms with the Union in advance of any changes. Any changes to the costs for the provision, maintenance and cleaning must be mutually agreed upon between the Employer and the Union.

The Company agrees to provide, at no cost to the employee the following uniform items:

- 2 pair pants
- 5 shirts,
- 2 ties
- 1 winter jacket,
- 1 summer jacket

Employees shall be responsible for the maintenance of the items listed above. In the event the pants provided require dry-cleaning the Company agrees to provide a cleaning allowance of five (\$5) dollars without a receipt, or effective April 1, 2007 to a maximum of six dollars and fifty cents (\$6.50) with a receipt, per pay period for employees.

## **15.8 Liaison Committee**

- a) The parties agree to establish a Labour Relations consultative committee as per section 53 of the Labour Relations Code consisting of two members of the Union, one of whom shall be the Shop Steward. The purpose of the committee is to discuss labour relations matters during the term of the collective agreement.
- b) Hours of work, holiday sign up, shift, day off assignment, sign ups and all other rules governing the working conditions shall be subject to review and input from this Committee.
- c) The committee shall meet no less than six (6) times per year or upon request. The Local and/or National Representatives may also attend as necessary.
- d) All meetings shall be on paid Company time but shall not attract overtime.

## **ARTICLE 16 - HARASSMENT & VIOLENCE IN THE WORKPLACE**

### **16.01 Prevention of Harassment and Violence**

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

Any allegations of harassment involving employees of First Canada ULC will be dealt with through this Article.

### **16.02 Confidentiality**

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

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

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

### **16.03 Workplace harassment is defined as:**

Unacceptable, unwelcome conduct or comment that has the effect of:

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

British Columbia Human Rights Act discrimination is categorized into:

- race,

- color,
- ancestry,
- place of origin,
- religion,
- marital status,
- family status,
- physical or mental disability,
- sex,
- sexual orientation,
- age,
- political belief,
- conviction for a criminal charge unrelated to company employment.

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

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

- verbal or physical abuse;
- derogatory remarks;
- display of pornographic or offensive materials;
- unwelcome invitations or requests;
- innuendoes or taunts about a person's body or beliefs;
- unnecessary physical contact;
- threats;
- leering;

- outright physical assault;
- intimidation;
- practical jokes that cause awkwardness or embarrassment;
- retaliation against an individual who has filed a complaint of harassment.

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

- sexual harassment;
- personal harassment;
- place of origin/racial/ethnic/color harassment;
- physical/mental disability harassment;
- religious harassment;
- age harassment;
- marital/family harassment;
- sexual orientation harassment.

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

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

- sexual advances;
- request for sexual favours;
- other verbal or physical contact.

By a person who knows or ought to reasonably know that the conduct or comment is unacceptable and/or unwelcome.

Improper condition on employment is when the comment or conduct:

- is accompanied by a reward, or the express or implied promise of a reward for the compliance, or
- is accompanied by reprisal, or the express or implied threat of reprisal, for refusal to comply, or

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

#### **16.04 Workplace Harassment Advisors**

First Canada ULC and CAW Local 114 agree to appoint two (2) individuals to serve as Workplace Harassment Advisors. These individuals will receive company-funded training on:

- the issue of harassment;
- harassment policy and procedures;
- their role as harassment advisors.

The role of these advisors is to:

- be neutral and non-advocacy in nature;
- advise and support, at each stage of the process, employees involved in harassment;
- provide advice to all employees on harassment issues;
- provide information on counselling available to individuals involved in harassment;
- provide regular status reports, including statistical data on complaints.

#### **16.05 Complaint and Investigation Procedure**

The complaint and investigation procedure is not intended to be restrictive in any way. In addition to this procedure, bargaining unit employees have the right, at any time, to seek the assistance and/or involvement of a Union representative and to pursue existing grievance procedures. In the event that a grievance is filed, the grievance will start at a stage agreed to by the Parties.

This procedure is not intended to preclude any other existing recourse that may be available to an employee.

The complaint process, once initiated, will be expedited as quickly as possible.

#### **16.06 Guidelines to Complainants**

Employees who believe that they have been harassed are encouraged to talk with whomever they feel comfortable, including any one of the Harassment

Advisors, Job Stewards, Managers or Co-workers. They should then be encouraged to discuss their concerns with one of the Harassment Advisors. The Advisors have been trained to offer advice, assistance and support on how to deal with harassment concerns.

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

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

### **16.07 Informal Complaint Process**

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

The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are to:

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

If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the Company, will be given to the complainant and respondent only. If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

### **16.08 Third Party Involvement**

A request for third party involvement must be submitted in writing to the Company Manager. The neutral role of the third party is to help the complainant and respondent themselves come to an agreement, or to investigate and submit

a report including recommendations, not to advocate a position or impose a decision.

#### **16.09 Formal Review**

A request for a formal review must be submitted in writing to the Branch Manager. If a request for a formal review is received that involves a bargaining unit member(s) designated representatives of the bargaining unit will be advised in writing.

Once a formal review is requested, the Branch Manager will investigate and submit a report including recommendations to the RVP. The Branch Manager will interview the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case.

Each of the parties will be advised of their right to representation at any stage of the process. The report resulting from the formal review will be submitted by the Branch Manager, with recommended resolutions to the Company Regional Vice President. The Branch Manager will advise the complainant and the respondent of the final resolution.

#### **16.10 Formal Review Resolution**

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

#### **16.11 Appeal Procedure**

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

#### **16.11 Record of Complaints**

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

#### **16.12 Vexatious Complaints**

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

### 16.13 Retaliation

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

## ARTICLE 17 - WAGES

### 17.1 Wages

- a) Employees shall be paid on a bi-weekly basis.
- b) Time schedules shall not be altered without the employee being notified.

### 17.2 New Employee Rate

- a) The rate of pay for new employees while training shall be 65% of the hourly base rate of pay for their training period.
- b) Upon completion of their training period, employees shall receive 85% of the hourly base rate of pay, plus any premiums, up to four hundred (400) hours of work from their first date of hire.
- c) Payment of a higher wage rate to an employee on probation may be permitted by mutual agreement between, the Parties in order to recognize related experience. Such agreement shall not be unreasonably withheld.

### 17.3 Wage Rates

	<b>April 1, 2011</b>	<b>April 1, 2012</b>	<b>April 1, 2013</b>	<b>April 1, 2014</b>
Transit Driver	\$20.96	(see note)	plus 10%	plus 5%
Driver Cleaning	\$13.30	(see note)	plus 10%	plus 5%
HandyDART Driver	HandyDART Drivers shall receive 85% of the Driver Rate of Pay			

**Note 1 -** All wages as set out above shall be increased pursuant to the following schedule:

**April 1, 2012** All wages shall be increased by the same Percentage amount as the increases achieved by CAW members employed by BC Transit in the Victoria Regional Transit System. Such increases

shall be retroactive to April 1, 2012 should the BC Transit employees in Victoria settle after April 1, 2012 with retroactivity.

**April 1, 2013** A 10% increase shall be applied to all wages based on the 2012 wage rates after calculated and applied as set out above.

**April 1, 2014** A 5% increase shall be applied to all wages based on the 2013 wage rates after calculated and applied as set out above.

**Note 2** - Once the 2012 wage rate is established pursuant to the foregoing, the parties shall calculate the 2012, 2013 and 2014 wage rates, and a wage rate sheet shall be drawn up and provided to the employees.

Such wage rate sheet shall be printed on a "peel and stick label style sheet" and shall be affixed to the collective agreement at the appropriate Article.

The Union will administrate and produce the rate sheet that is to be affixed to the agreement once the parties agree to the calculations that have been made.

- a) Lead Hand rate to be equal to 10% of the Base Rate to a maximum of 40 hours per week excluding statutory holidays and annual vacations.
- b) Line Trainers shall be paid a premium of fifty cents (\$.50) per hour for all hours performed in Line Training.
- c) Driver Trainer to be paid a premium of two dollars (\$2.00) per hour for all time spent training.
- d) All premiums as set out in (a), (b) and (c) above cannot be compounded or added to any other premium.

## **ARTICLE 18 - PAID EDUCATION LEAVE**

### **18.01 Paid Education Leave**

The Company agrees to pay into a special fund the following amounts for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund  
CAW Canada  
205 Placer Court  
Toronto, Ontario M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

- July 1, 2010           \$150.00
- July 1, 2011           \$350.00
- July 1, 2012           \$350.00
- July 1, 2013           \$350.00

## **ARTICLE 19 - COLLECTIVE BARGAINING**

### **19.01 Paid Collective Bargaining**

The Company agrees to pay the wages of one (1) Union bargaining committee member to a maximum of thirty-two (32) hours for time spent in collective bargaining.

## **ARTICLE 20 – RRSP CONTRIBUTIONS**

### **20.01 RRSP Contributions**

Effective April 1, 2013, the Company shall contribute to employees who meet the definition of Article 7.01 fifty cents (\$.50) per hour worked into their RRSP. Employees shall match the Employer's contribution.

Effective April 1, 2014 the Company shall contribute to employees who meet the definition of Article 7.01 one dollar (\$1.00) per hour worked into their RRSP. Employees shall match the Employer's contribution.

The Union and the Company will, through the consultation process, establish different levels of deduction from which employees must choose to have deducted from their pay cheques for deposit to the same RRSP.

The above contribution to full time employees' RRSP is a condition of employment.

## **ARTICLE 21 – CASUAL EMPLOYEES**

### **21.01 Casual Employees**

There are two (2) classifications of casuals:

- a) one earns seniority and is classified as a regular "casual";
- b) the second classification, "relief" casual, does not earn seniority.
  - i) A regular casual employee shall be defined as a person who is available on a day to day basis, A regular casual employee shall be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or the temporary filling of a vacancy and cannot sign a thirty six (36) hour index.
  - ii) A relief casual is a casual employee holding other employment outside FirstCanada and as such is only available when the Company's requirements do not conflict with their other job. It is intended that relief casuals will be used only to fill in on an as needed basis for short term immediate operational needs and shall not accrue seniority for any purpose.
- c) Relief casuals have rights under this agreement as outlined in the grievance procedure and those benefits to which they are entitled by virtue of Provincial Government statutes or elsewhere set out in the collective agreement.

- d) A relief will upon their availability to FirstCanada be allowed upon the regular casual list so long as there is a spot available.
- e) Relief casuals who become available for additional work with FirstCanada must express their desire to move to the regular casual list in writing.
- f) Should a casual wish to move to the relief casual list, they may do so as long as there is a relief casual or other person available to fill the regular casual position.
- g) The Union will be notified of all changes to either casual list, by the Company in writing.
- h) A relief casual moving to a regular casual shall earn seniority for the purposes of section ( ) from the date they become regular casual.
- i) Relief casuals will only be used when no regular casuals are available.

#### **21.02 Work Assignments**

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

#### **21.03 Number of Relief Casuals**

It is not the Company's intent to increase the number of relief casuals beyond the purposes of this section. It is agreed that should the Union feel the numbers of relief casuals are expanding unnecessarily they will raise the issue with the Company and if no agreement can be reached the provisions of section 6 can be implemented.

#### **21.04 Statutory Holiday Pay**

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

#### **21.05 Annual Vacation Pay**

All casual employees shall be paid four percent (4%) of total earnings as annual vacation pay and payments for the year shall be made at the end of June each year. Upon completion of five (5) years service they shall be paid six percent (6%) of total earnings as vacation pay and such pay will be paid out on every pay cheque.

**21.06 Start Rate**

Casual employees when hires shall be paid the starting rate (outlined in Section 17.02) of the classification he/she is working in. Upon working four hundred (400) hours a casual employee shall be paid at one hundred percent (100%) of the regular rate of pay.


**21.07 Recall Rights**

Relief casual employees are not subject to the recall rights.


Signed this 30<sup>th</sup> day of APRIL, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer


For the Union

  
\_\_\_\_\_  
Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC

  
\_\_\_\_\_  
Glen Clark,  
Bargaining Committee Representative,  
CAW Local 114

  
\_\_\_\_\_  
Bob Allen,  
First Canada, ULC

\_\_\_\_\_  
Gord Piper,  
Local Representative,  
CAW Canada Local 114

  
\_\_\_\_\_  
Colin Oakes,  
First Canada, ULC

  
\_\_\_\_\_  
Stu Shields  
National Representative  
CAW Canada

**LETTER OF UNDERSTANDING #1**

*Between:*

**FIRST CANADA ULC**

*And:*

**CAW-CANADA LOCAL 114**

**Re: Section 11.5 Exception**

**Spread Over and Travel Time Inclusion for Malahat Runs**

Notwithstanding Article 11.5, effective with the implementation of schedule change to the Malahat Commuter service September 27, 2010, for runs which are composed of Malahat runs and encompass more than twelve (12) hours elapsed time, overtime rates will apply at time and one half for the first three (3) hours in excess of twelve (12) hours total elapsed time and double time thereafter for all hours exceeding fifteen (15) hours of elapsed time inclusive of pre-trip travel time. The 160/200 hour requirement contained in Article 11.3 will not apply in this instance.

Signed this 30<sup>th</sup> day of APRIL, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer

For the Union



Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC



Glenn Clark,  
Bargaining Committee Representative,  
CAW Local 114



Bob Allen,  
First Canada, ULC

Gord Piper,  
Local Representative,  
CAW Canada Local 114



Colin Oakes,  
First Canada, ULC



Stu Shields  
National Representative  
CAW Canada

**LETTER OF UNDERSTANDING #2**

*Between:*

**FIRST CANADA ULC**

*And:*

**CAW-CANADA LOCAL 114**


**Re: Printing of Collective Agreement**

The Company agrees to share in the cost of the printing of this collective agreement.

Signed this 30<sup>th</sup> day of April, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer

For the Union

  
\_\_\_\_\_  
Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC

  
\_\_\_\_\_  
Glenn Clark,  
Bargaining Committee Representative,  
CAW Local 114

  
\_\_\_\_\_  
Bob Allen,  
First Canada, ULC

\_\_\_\_\_  
Gord Piper,  
Local Representative,  
CAW Canada Local 114

  
\_\_\_\_\_  
Colin Oakes,  
First Canada, ULC

  
\_\_\_\_\_  
Stu Shields  
National Representative  
CAW Canada

## LETTER OF UNDERSTANDING #3

*Between:*

**FIRST CANADA ULC**

*And:*

**CAW-CANADA LOCAL 114**

### Re: Chips Benefit Plan

The CHIPS Plan is superior in its benefits and the portion most employees pay shall decrease. The same premium however applies to all employees and those with current benefit exemptions will still carry the same cost. It is estimated that for example an employee that currently pays \$118.38 will have their share shall be reduced to \$90.14 per month.

Those employees whose current contribution is less than the 25% of the cost of the Chips Benefit Plan shall be red circled and their contribution will remain at current levels with the employer providing the difference.

The employee's that will be impacted by the above shall have their current deductions fixed and they are:

- Joe Benna                    \$73.95 per month
- Shirley Partridge        \$89.42 per month
- Ronald Stark                \$93.75 per month
- Glenn Clark                \$89.42 per month

These employees shall only see an increase by the same percentage as the increase in the CHIPS contribution levels (i.e.: where the CHIPS contribution rises by 2% in any year the amounts set out below shall rise by the same percentage amount (2%)).

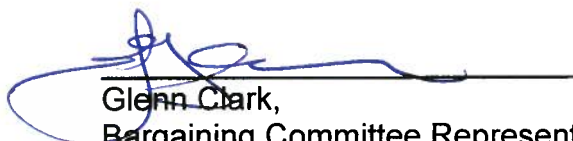
Signed this 30<sup>th</sup> day of APRIL, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer



Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC

For the Union



Glenn Clark,  
Bargaining Committee Representative,  
CAW Local 114



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Bob Alfen,  
First Canada, ULC

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Gord Piper,  
Local Representative,  
CAW Canada Local 114



---

Colin Oakes,  
First Canada, ULC



---

Stu Shields  
National Representative  
CAW Canada

**LETTER OF UNDERSTANDING #4**

*Between:*

**FIRST CANADA ULC**

*And:*

**CAW-CANADA LOCAL 114**

**Re: Bio Breaks and Recovery Time**

The Parties to this collective agreement understand that the deletion of Articles 11.10.1 and 11.10.2 allows the Employer to schedule runs and shifts pursuant to the schedules as set by BC Transit.

However, where an employee needs to stop and take a bio break, or simply needs some time to recover as a result of heavy loads, running late, accidents, detours, etc. no employee shall be subject to any kind of discipline for running late or submitting overtime claims for such.

Signed this 30<sup>th</sup> day of APRIL, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer

For the Union



Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC



Glen Clark,  
Bargaining Committee Representative,  
CAW Local 114



Bob Allen,  
First Canada, ULC

Gord Piper,  
Local Representative,  
CAW Canada Local 114



Stu Shields  
National Representative  
CAW Canada

## **LETTER OF UNDERSTANDING #5**

*Between:*

**FIRST CANADA ULC**

*And:*

**CAW-CANADA LOCAL 114**

### **Re: Wage Rates and Equipment**

During the course of collective bargaining the Employer tables a proposal for a Community Transit/Custom Transit (HandyDART) rate of pay. The Union in response to this proposal tabled language that restricted the Employer from having such classification and the equipment being used to a vehicle that does not have air brakes and that the vehicle cannot carry more than twenty four (24) passengers.

The Parties agreed that any vehicles used for this service would not be equipped with air brakes and as such no air brake endorsement would be required.

The issue of the twenty four (24) passengers remained the outstanding issue. In response to that the Employer withdrew their proposal and re-issued their proposal so that the vehicles will not be equipped with air brakes and the wage rate will be for HandyDART drivers only. No Community Transit wage rate of classification exists as a result.


Should the RFP process require the Employer or where BC Transit requires the Employer during the life of this collective agreement in the Cowichan Valley Regional Transit system implement a Community Transit Driver, the Employer will do so using the conventional wage rate unless there is written agreement by the Union to do otherwise.

The Employer may contact the Union as contemplates above in order to establish a Community Transit rate of pay and such rate of pay shall be negotiated by the Parties and the rules, regulations, restriction, terms and conditions as well as the specifications of the vehicle to be used shall be negotiated by the Parties. Until such agreement is reached, the conventional wage rate shall be the wage rate paid.


Signed this 30<sup>th</sup> day of April, 2011 in the City of Duncan in the Province of British Columbia.

For the Employer

For the Union

  
\_\_\_\_\_  
Alvin Zaharko,  
Regional Vice President,  
First Canada, ULC

  
\_\_\_\_\_  
Glenn Clark,  
Bargaining Committee Representative,  
CAW Local 114

  
\_\_\_\_\_  
Bob Allen,  
First Canada, ULC

\_\_\_\_\_  
Gord Piper,  
Local Representative,  
CAW Canada Local 114

  
\_\_\_\_\_  
Colin Oakes,  
First Canada, ULC

  
\_\_\_\_\_  
Stu Shields  
National Representative  
CAW Canada