

**COLLECTIVE
AGREEMENT**

BETWEEN

First Canada ULC (Fraser Valley)

AND

**Canadian Union of Public Employees
Local 561**

April 1, 2013 to March 31, 2017

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**Collective Agreement
between
FirstCanada ULC
and
Canadian Union of Public Employees Local 561**

1. Term

a) Duration

This Agreement shall be in effect from and including, April 1, ~~2010~~ **2013** to and including March 31, ~~2013~~ **2017** and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

b) Continuation Clause

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

c) No Strike or Lockout

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

2. Preamble

WHEREAS FirstCanada ULC is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

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

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

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree with each other as follows:

3. Bargaining Committee

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

4. Definitions

a) Definition of Employee

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

b) Gender

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

c) Probationary Employee

- (i) Each employee shall be on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Company.
Drivers, following the completion of the in house training and route training period, which shall not exceed four (4) weeks, shall be placed on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Company.
- (ii) The probationary period may be extended a further period not exceeding four hundred and eighty (480) hours of actual work hours for cause and in such event the employee and the Union shall be notified in writing of such extension. The four hundred and eighty (480) hours as set out in C (i) above may be exceeded where an employee transfers during their probationary period in which case the employee shall serve a minimum probation period of three hundred (300) hours in the new "classification".
- (iii) It is agreed and understood that during an employee's probationary period, his or her transfer, layoff or dismissal shall be entirely at the discretion of the Company and shall be subject to appeal through the grievance procedure.

d) Mechanical and Utility Employees

All Mechanical and Utility Employees working forty (40) hours a week shall be deemed Full Time.

e) Regular Full Time Conventional/Community Driver

A Regular Full Time Conventional/Community Driver shall be defined as an employee who has successfully completed the prescribed period of probation and who can sign a posted index (shift) of thirty five (35) hours to forty one (41) hours a week at a regular rate of pay. This does not include vacated shifts due to the full time Employee's approved absence.

f) Regular Full Time Custom Driver

A regular Full Time Custom Driver shall be defined as an Employee who has successfully completed the prescribed period of probation, who can sign a posted index (shift) as set out in Article 14 (a) and who provides door to door public transportation service for individuals who require assistance and can not use conventional transit as defined by BC Transit.

g) Regular Spare Board Employee

Spareboard Employee shall mean an employee who has successfully completed the prescribed period of probation, who has been signed off on all route familiarization and associated work, who is employed on less than a full time basis and due to insufficient operating hours cannot sign an index (shift) of thirty five (35) hours or more. Spareboard Employees shall be offered hours composed of Conventional/Community and/or Custom hours which may be re-allocated (see Section 14) on a rotating seniority and shall be available to work seven (7) days a week.

h) Driver Trainers:

(i) Driver Trainer – In House

A temporary position required to provide class room, operational training for drivers and may make recommendation through regular performance checks, evaluation of drivers and remedial training and such hours shall not attract overtime.

(ii) Driver Trainer – Orientation

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

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

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

i) Casual Employee

Casual employee shall mean all other Employees of the Company who are offered hours of work after Regular Full Time Employees and Regular Spare Board Employees. At the end of the four hundred and eighty (480) hour probationary period the Casual has to be fully trained. If the Employee is not fully trained after the four hundred and eight (480) hours, he/she will not be allowed any further shifts until fully trained and qualified.

j) Day and Year

- (i) "Day" shall mean "Working Day"
- (ii) "Year" shall mean "Calendar Year"

k) Community Busing

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

5. No Other Agreements

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

6. Union Recognition

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

7. Union Dues and Assessments

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

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

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

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

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

8. Management Rights

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

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

9. Sign Up and Posting Procedures

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

It is agreed that any new or permanent vacancy of a Full Time Conventional/Community Driver or any Regular Full Time Custom Driver position shall initiate a new sign up. Notice of the sign up for the classification will be posted in the Company Offices (Abbotsford and Chilliwack) for a period of seven (7) days before the sign up.

The Runs Committee will provide input to the Company regarding the preferred content of the work assignments contained in the sign-up. It is understood that the final content of the sign-up is at the discretion of the Company. The Company will provide twelve (12) hours pay, as designated by the Union, per sign-up.

For the purpose of signing, it is understood that an Employee transferring from one location to another maintains his or her bargaining unit wide seniority however is considered to have transferred to the bottom of the Full Time Seniority List at that new location.

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

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

b) Mechanics and Utility Employees – Postings

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

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

c) Postings

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

The Union shall be advised in writing of the name(s) of the successful applicant(s) to any new or vacant positions.

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

- (i) In making application for a posted position which requires certification/ documentation, Employees should attach the certification/documentation to the application. In the event the Employee does not have possession of the certification/documentation they must produce the certification/documentation to the Company within forty-eight (48) hours of being offered the position applied for except in exceptional circumstances.
- (ii) Upon being offered a posted position an employee shall have twenty-four (24) hours in which to accept or reject the offer.
- (iii) The Union shall be advised in writing of the name(s) of the successful applicants to any new or vacant positions within three (3) days of his/her official appointment to the position.
- (iv) The Company shall also advise Employee applicants for a job vacancy of the name of the successful applicant.
- (v) First preference for posted positions shall go to current full time Employees
- (vi) Second preference shall go to current Spareboard employees with seniority.
- (vii) Qualified regular Employees and qualified casual Employees with sign up rights shall not have to compete with outside applicants. Casual Employees who have not attained sign up rights may apply for posted positions and will be considered as outside applicants.
- (viii) No outside applicants will be interviewed until applications from current Employees with bidding rights have been processed.

d) Holiday Signup

Holiday signup shall be in conjunction with the April signup. During the January sign up a vacation block from January 1st to March 31st shall be made available.

Holiday signup shall be held in January of each year.

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

e) Statutory Holiday Signup

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

10. *Temporary Vacancies*

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

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

b) **Mechanics and Utility, Bus Washing Employees - Postings**

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

c) Temporary vacancies will be awarded to the most senior qualified applicant. Temporary vacancies outside the mechanical classification will not be available to Mechanics. **Upon ratification, persons entering the Utility worker position shall not be eligible to bid any temporary vacancies during the first six months of employment in the Utility position (Current Utility employees are not subject to this restriction).**

11. *Shop Stewards / Local Union Officers*

- a) The Company recognizes the Union's right to select stewards/local union officers to represent employees. The Union agrees to provide the Company with a list of the employees designated as stewards/local union officers.
- b) The Company agrees that such representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. Permission to leave work during working hours for such purposes shall first be obtained from the General Manager.
 - (i) Where a supervisor intends to interview an employee for disciplinary purposes or to discuss an adverse report, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
 - (ii) A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

12. *Grievance Procedure*

- a) In order to provide an orderly and speedy procedure for the settlement of grievances, the Company acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The Shop steward shall have the privilege of attending such meetings without loss of remuneration at their regular rate of pay when attending meetings during working hours.
- b) In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work, in the following manner:

Step One

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

Step Two

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

Step Three

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

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

Arbitration

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

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

All grievances shall be resolved with no stoppage of work.

Expedited Procedure

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

Decision

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

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

Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

13. Remedial Actions/Complaints

The Company has a time limit on remedial action against employees. This time limit shall be two calendar weeks, but in any event, excepting for vehicle accidents, the Company shall make every effort to finish their investigation in no more than three weeks, from the time that the employer becomes aware of the need to take such action.

All complaints by the Company brought against any employee and resulting in any possible discipline must be in writing and signed by the complainant and the employee shall be informed of the complaint. As well, a copy of the discipline shall be forwarded to the Union office. Disciplinary measures must be administered no more than fourteen (14) days following the date of the incident.

14. Hours of Work

a) Custom Drivers

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

b) Conventional/Community Drivers

Between thirty five (35) hours and forty one (41) hours each week constitutes a normal work week.

(i) Compressed Work Week

The company shall cut the work week to maximize the number of ten (10) hour shifts. Notwithstanding this, the minimum number of ten (10) hour positions shall be thirty two (32) positions in Abbotsford and six (6) positions in Chilliwack subject to a reduction of service designated by BC Transit.

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

(iii) Spread Over Pay

Spread over pay will be paid as follows:

(a) On an eight (8) hour shift - After ten (10) hours the employer shall pay a spread premium on all work performed after the 10th hour

(b) On a ten (10) hour shift - After thirteen (13) hours the employer shall pay a spread premium on all work performed after the 13th hour

(iv) Pre-Trip – Fuelling

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

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

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

(vi) Travel Time (Dead Heading)

Travel time will be paid for at straight time rates and the allotment of time will vary from route to route, but will include time from the garage to the scheduled route starting location and from the ending location to the garage unless Article 14(e) applies.

The Employer agrees to pay a maximum of twenty five (25) minutes dead head pay at straight time once a day for the first Harrison to Chilliwack run. ~~The Employee may choose to use this bus as a park out.~~

~~(vii) Full time drivers from the affected location and classification shall have the opportunity to work a special event (before Spareboard or casual employees) on their days off according to seniority.~~ **While a member is on holidays they are not eligible for any shifts. Special events will be offered to drivers by seniority at regular straight time rates with the applicable premiums as per the Collective Agreement.**

c) Shift Changes

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

d) Minimum Hours of Work

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

Every Full Time Employee who is called out and is required to work outside his regular working hours shall be calculated at time and one half (1.5) per hour.

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

e) Overtime

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

(i) Overtime Rates - Normal Work Day and Work Week

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

(ii) Overtime Rates - Rest Days and Vacations

The Employee working on either of his normally scheduled rest day immediately following his normally scheduled rest day immediately following his normal work week shall be paid at the rate of time and one-half for all work performed by him on those days. All Employees who have worked the hours for the week for their classification shall be paid time and one-half for continuation of work beyond those hours on the last day of the week. Any Employee requested to work while on vacation will be paid double time (2x) their regular rate of pay.

(iii) Overtime Rates - Statutory Holidays

An Employee who works a statutory holiday shall be paid time and one half for all hours worked up to eleven (11) hours and double time for all hours worked in excess of eleven (11) hours. The employee who works on the Statutory Holiday may bank the Statutory Holiday pay (provided they are entitled to the Statutory Holiday pay) and may take the day off at a mutually agreeable time within the calendar year.

(iv) New Years Eve

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

f) Meal Periods and Rest Breaks - Non Driving Employees

1. Meal Periods

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

2. Rest Breaks - Non Driving Employees

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

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

15. Annual Vacation for Full Time and Spareboard Employees

a) All Full time Employees

All permanent employees covered by this Agreement shall receive an annual vacation with pay on the following basis: (for the purpose of this Section, a calendar year shall be January 1st to December 31st, inclusive)

During 1st year	1 day per/mo. max Maximum 10 days	4%
After 1 st year	3 weeks (15 days)	6%
After 2 nd year	3 weeks (15 days)	6%
After 3 rd Year	3 weeks (15 days)	6%
After 4th year	3 weeks (15 days)	6%
After 5th year	3 weeks (15 days)	6%
After 6th year	3 weeks (15 days)	6%
After 7th year	4 weeks (20 days)	8%
After 8th year	4 weeks (20 days)	8%
After 9th year	4 weeks (20 days)	8%
After 10th year	4 weeks (20 days)	8%
After 11th year	4 weeks (20 days)	8%
After 12th year	4 weeks (20 days)	8%
After 13th year	5 weeks (25 days)	10%

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

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

b) Spareboard Employees – In Lieu of Vacation

(i) Spareboard Employees, calculated from the date of hire, shall receive four percent (4%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques. On completion of five (5) years from the date of hire these Spareboard Employees shall receive six percent (6%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques. On completion of seven (7) years from the date of hire these Spareboard Employees shall receive eight percent (8%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques

c) Casual Employees – In Lieu of Vacation

- (i) Existing Casual Employees receiving six percent (6%) or eight percent (8%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques shall continue to receive six percent (6%) or eight percent (8%).

d) Concurrent Vacation Time

A maximum of five (5) Conventional/Community Drivers in Central Fraser Valley and effective 2012, a maximum of six (6) including the one grandparented Mission employee shall be allowed vacation at the same time.

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

A maximum of two (2) Conventional / Community bus drivers in Chilliwack shall be allowed vacation at the same time. One (1) Custom bus driver in Chilliwack shall be allowed vacation at any given time.

Effective January 1, 2014 the Chilliwack Conventional allotment will increase to three (3) operators allowed vacation provided service levels remain at or above November 2013 levels. Should service be reduced below November 2013 levels, allotment will revert to two (2) operators.

Only one (1) Central Fraser Valley / Chilliwack Mechanic shall be allowed vacation at any one time.

Only one (1) Utility Worker shall be allowed vacation at any one time.

Notwithstanding the maximums above, at the Employer's discretion additional vacation may be allowed upon application.

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

Notwithstanding the maximums above, at the Employer's discretion additional vacation may be allowed upon application.

- e) Spareboard Drivers requesting a Leave of Absence** shall receive priority subject to Spareboard seniority in the granting of such leave for a maximum of fifteen (15) days a year.

16. Statutory Holidays

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

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

- b) All permanent Employees shall receive a full day's wages (MAXIMUM 8 HOURS) for any of the above-mentioned holidays. Employees working ten hour shifts shall be provided the option to work an additional two hours in the same pay period. Spareboard and casual Employees shall receive statutory holiday pay as per Employment Standards Act of British Columbia.
- c) The Company agrees to include any further day declared by either the Provincial Government of BC or the Federal Government. Any employee whose regular day off falls on any of the aforementioned holidays shall be given an additional day off with pay in lieu thereof.

- d) An Employee who otherwise would be eligible for statutory holiday pay shall not be eligible when a statutory holiday falls during any of the following periods of absence:
- Paid bereavement leave
 - Absence due to sickness or non-occupational injury
 - Workers' Compensation absence
 - Any absence without the Company's approval
- In no instance will an employee receive, for the same day, both statutory holiday pay and workers' compensation, bereavement pay or payments under the sickness protection plan.
- e) An employee on annual vacation during or over a particular statutory holiday shall receive a day off with pay, plus his regular annual vacation.

17. Bereavement Leave

- a) All permanent Employees shall be granted up to five (5) days leave from scheduled work, without loss of salary or wages, to be off work due to the death of an immediate family member. The five (5) days leave need not be consecutive days. "Immediate family" means
- (a) the spouse, child, parent, guardian, brother, sister, grandchild or grandparent of an employee, and
 - (b) any person who lives with an employee as a member of the employee's family
- "Spouse" shall include common law or same sex spouse
Note that "Immediate Family" definition is from the Employment Standards Act.
- b) An employee shall be granted up to one-half (1/2) day without pay to attend a funeral as a pallbearer.
- c) At the discretion of the Company, an employee may be granted leave of absence without pay to attend a funeral as a mourner.

18. Leave of Absence for Public Office

- a) The Company recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Company shall grant leave of absence without pay to such employees. In the event that the leave does not exceed five (5) working days, the employee's benefits shall be maintained and the Company will pay its annual share of such benefits. Benefits for employees granted leave for a longer period than five (5) working days shall be continued in effect but be paid for by the employee.
- b) An employee who is elected to public office shall be granted leave of absence without pay and benefits. Upon return from the leave of absence the employee shall return to the first vacant position for which she/he is qualified. On return from leave of absence an employee shall be granted the same number of day's seniority as on the date of leaving.

19. Leave of Absence for Union Office

- a) An employee who is elected by the Local or selected by the Local to a full or part time position with Local 561 shall be granted leave of absence provided:
1. The leave is requested by the Local in writing.
 2. The Local shall request in writing each year a renewal of such leave.
 3. Adequate notice of the leave requested is given to permit the Company to arrange a suitable replacement.
 4. It is understood the employee may return to his/her former position at any time following completion of his/her term of office.

5. The employee who replaced the full-time officer shall be advised of 4) above when offered the position and upon the return of the full-time officer the employee being replaced shall be issued layoff notice.
 6. Upon receipt of a request for leave under this Article, the employee shall receive pay and benefits as provided for in this Agreement. The Union shall reimburse the Company monthly for all costs.
- b) It is agreed that any employee who is elected or selected to a full time position with any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority calculated to the date of leaving for a period up to one (1) year and may be renewed each year on request during his or her term of office, the employee shall have the option to make arrangements regarding maintenance of benefits. The employee may return to the first vacant position for which he/she is qualified.
- c) Conventions, Conferences, Workshops and Seminars
- It is agreed that official representatives named by the Union be granted leave of absence without pay to attend Union workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than three (3) Union representatives shall be away at any one (1) time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

20. Parenthood Leave

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

- a) Length of Leave
- i. Birth Mother

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

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

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

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two weeks of the child's birth or the date the child comes within the care and custody of the employee.
 - iii. Extensions - Special Circumstances

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

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

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

- iv. If both parents are employees of the Company and one (1) parent uses parental leave the other parent is not eligible for such leave.
- b) Notice Requirements and Commencement of Leave
- i. An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
 - ii. An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of the adoption of a child, the employee shall provide as much notice as possible.)
 - iii. The Company may require a pregnant employee to commence pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy nor can the employee be reasonably accommodated in another comparable position. In such cases the employee's previously scheduled leave period will not be affected.
 - iv. The Company shall contact in writing the employee who has been granted pregnancy or parental leave no later than eight (8) weeks prior to the anticipated date of the return from such leave, to determine the date of return to work. The employee must provide four (4) weeks notice in writing of the date she/he intends to return to work.
 - v. An employee on pregnancy leave shall provide at least one (1) week's written notice if she wishes to return to work within six (6) weeks following the commencement of pregnancy leave. The employee may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
 - vi. Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, her pregnancy will be deemed to have started on the date she gave birth.
- c) Return to Work
- i. On resuming employment an employee returning from pregnancy leave or parental leave shall be reinstated in all respects in her/his position previously occupied by the employee.
 - ii. On resuming employment an employee shall have the leave time counted as service for all benefit entitlements and vacation purposes.
- d) Sick Leave
- An employee on pregnancy leave or parental leave shall be entitled to continue to earn sick leave.
- e) Benefits
- 1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on pregnancy or parental leave provided that the employee makes arrangements prior to commencing the leave to pay one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the leave occurs.

21. Family Responsibility Leave

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

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

22. Leaves of Absence

a) Jury Duty and/or Crown Witness

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

b) Leave of Absence

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

The employee must apply in writing to both the Company and the Union for leaves of absence in excess of fourteen (14) days. Leaves of fourteen (14) days or less in a calendar year shall be requested of the Company only. No leave in excess of fourteen (14) days shall be taken without the written approval of the written approval of the Company and the Union.

MAXIMUM ALLOWABLE LEAVE BASED ON YEARS OF SERVICE:

After 1 year: 14 days

2 to 4 years: 1 calendar month

5 or more: 3 calendar months

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

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

23. Testimony on Behalf of the Company

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

24. Sick Leave Program

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

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

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

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

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

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

25. Workers' Compensation

- a) Sick leave benefit shall apply to employees absent from work for a maximum cumulative period of six months as the result of a disability which has been assessed as compensable and for which the Workers Compensation Board is paying wage loss benefits.
- b) MSP, Dental, EHB, and Live Insurance benefits shall continue uninterrupted for a period of up to six (6) months. After six (6) months MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on leave provided that the employee makes arrangements prior to commencing the leave to pay one hundred percent (100%) of the costs of the premiums beginning the first day of the month following the six months.
- c) Injury Pay
If an Employee is injured on the job and needs to seek treatment or cannot complete their shift, the Employer will pay for the entire scheduled shift as though the Employee was working.

26. Pay Days

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

All employees must utilize the automatic deposit payroll system.

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

27. Errors In Pay

The Company will correct any errors in excess of fifty dollars (\$50.00) immediately with issue of a manual cheque to employee at time error is brought to the Company's attention, within two (2) business days.

28. Classification and Classification Changes

Classifications and Qualifications shall be as follows:

1. Conventional/Community Bus Driver

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

2. Custom Bus Driver

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

3. Journeyman Mechanic

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

4. Bus Washers – Inside/Outside Washers:

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

5. Utility Person

- a) Class 2 (BC) Drivers Licence with air brake endorsement
- b) Fully trained on the use of on-board equipment and operation of each model of our Conventional and Custom buses
- c) Thorough knowledgeable of all routes serviced.
- d) Successful completion of WHMS training

6. Spareboard Drivers:

- a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement
- b) Fully trained in the operation of the Conventional, Community and Custom buses including all safety and ability assisting equipment and procedures.
- c) Thorough knowledge of all routes serviced in the Central Fraser Valley (CFV), Chilliwack, and Agassiz-Harrison.
- d) Demonstrated ability to deal effectively with Custom clients.
- e) Ability to complete manifests, collect & reconcile tariffs
- f) Minimum four hundred and eighty (480) hours of Conventional/Community and Custom service
- g) Signed off on all routes and services in CFV, Chilliwack and Agassiz Harrison.

7. Spareboard Utility Persons:

- a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement
- b) Fully trained on the use and maintenance of on-board equipment and operations of each model of our Conventional and Custom buses.
- c) Thorough knowledge of all routes serviced.

8. Grandparenting

The five drivers previously grandparented, who currently have their "Class 4 licence" and do not possess a "Class 2 licence" shall be listed and shall continue to be grandparented.

It is agreed that FirstCanada shall provide the Union with written details of all required In-House and Route Training for each classification and unless written notice of objection thereto by the Union is given to the company within thirty (30) days after such notice, such classification and wage rate shall be considered agreed to by the Union.

29. *New/Changed Classifications*

- a) In the event the company shall establish any new classifications, the classification and wage rate for this new classification shall be established by the Company and a written notice shall be given to the Union and unless written notice of objection thereto by the Union is given to the company within thirty (30) days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Company for such new classification is revised as a result of negotiations or arbitration, then the revised classification and wage rate shall be effective the date of the revision.

- b) There shall be no elimination of classifications without the mutual agreement of the Union.

30. Promotions and Transfers

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

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

- b) If a regular employee is the successful applicant to a position promoted or transferred to a classification for which the Union is the certified bargaining authority, then the promoted employee shall be considered an employee "on trial" for a period of twenty (20) working days exclusive of holidays, leaves of absence and illness.
- c) In the event an employee who is promoted or transferred (to a different classification) proves unsatisfactory or is dissatisfied during the aforementioned period, he or she shall be returned to their former position or to a position of equal status if the former position no longer exists, without loss of seniority or salary and any other employee promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to his or her former position without loss of seniority or salary.

31. Dismissal

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

32. Personnel Files

- a) Personnel Files
Employees may review the contents of their personnel file which shall be located at the Abbotsford Office. The following arrangements shall apply:
 - 1) Data entered into the file subsequent to the date of employment may be viewed.
 - 2) Viewing will be by prior appointment.
 - 3) No items may be removed from the file, but the employee may request copies of items in the file.
- b) Adverse Report

The Company shall notify the employee and the Union in writing of any major expression of dissatisfaction concerning his/her work within fourteen (14) working days of the event of the complaint. The employee's reply to such a complaint or accusation shall become part of his/her record. Any adverse report or complaint shall be signed by the complainant before it is discussed with the employee or entered into his/her personnel file and if not signed shall be deemed invalid and inadmissible for any purpose.

Verbal or written adverse reports will be removed from an employee's file after eighteen months. Discipline involving a suspension will be removed from an employee's file after twenty four (24) months except where there is a preventable accident.

33. Company Shall Not Discriminate

The Company agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union. It is agreed that none of the foregoing shall hinder the Company's right to discipline, suspend or discharge an employee for just cause.

34. Crossing Picket Lines

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

35. Job Security

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

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

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

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

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

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

36. Layoff and Recall

- a) Layoff - Regular Full Time Conventional/Community Driver & Regular Custom Driver
 - 1) A layoff shall be defined as the loss by a permanent employee of the opportunity to work in the classification he/she currently occupies as a result of either:
 - (i) The elimination of such classification, or
 - (ii) Any reduction in working hours for a permanent full-time employee
 - 2) Layoff Signup Procedure
 - (i) A layoff of any Regular Full Time and Regular Custom Drivers shall initiate a new sign up. Notice of the sign up shall be posted in the Company Offices (Abbotsford and Chilliwack) and in such other places that will be easily accessible to all employees, for a period of seven (7) days before the sign up.

- (ii) For the purpose of signing, it is understood that an Employee transferring from one Location to another maintains their bargaining unit wide seniority however transfers to the bottom of the Regular Full Time Conventional/Community/Custom Drivers Seniority List for that location.
- (iii) Any Regular Full Time Conventional/Community or Custom Drivers with no work to sign at the conclusion of the sign up will have the option to be placed on the Spareboard Seniority List in order of seniority.
- (iv) Any Regular Full Time Conventional/Community Driver or Regular Full Time Custom Driver placed on the Spareboard Seniority list as set out in 33A 2(iii) above shall continue to receive all benefits of the collective agreement for a period of six months.
- (v) Any Regular Full Time Conventional/Community Driver or Regular Full Time Custom Driver placed on the Spareboard Seniority list as set out in 33A 2(iii) above shall be offered hours of work in seniority order.

b) Layoff – Non Driving Classifications

1) Definition

A layoff shall be defined as the loss by a permanent employee of the opportunity to work in the position he/she currently occupies as a result of either:

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

2) Role of Seniority

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

3) Layoff Order

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

4) Bumping Rights

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

5) Notice of Layoff

- (i) The Employer shall provide written notice to permanent employees, who are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff.

Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the Employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

- (ii) The Union shall be notified of all layoffs under this Article.

6) Recall List

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

37. Seniority

Grandparenting of Seniority

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

a) Definition of Seniority

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

b) Location Seniority – Conventional/Community and Custom Drivers

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

c) Casual Seniority

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

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

e) Seasonal Employees

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

38. Sexual and Personal Harassment

Sexual and Personal Harassment shall be dealt with according to FirstCanada Policy Statement dated March 22, 2009.

Third party to be decided at the time the complaint is raised the parties should not be tied to any person(s).

39. Tools

Effective the month of ratification, Full time qualified journeymen shall be credited seventy five (\$75.00) per month for the purchase of tools through the Company. These monies are accumulative from month to month and year to year. Upon termination of employment, all monies in the account revert to the Company. All full time apprentices after the completion of their third year, shall accumulate tool credits as per above.

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

40. Insurance — Tools

If a full time mechanic breaks their tools in the performance of their duties, they shall have same replaced upon presentation to the Company of the item, provided that the breakage was not as a result of negligence. Further, the Company will insure mechanics' tools for theft by break-in and fire provided that the mechanics have given the Company, in writing, a detailed list and estimate of the value of their tools or have provided the Company with a picture or video of their tool inventory. The Company shall carry insurance on mechanics tools with minimum coverage of twenty thousand dollars (\$20,000.00) with any one item not exceeding one thousand dollars (\$1,000.00).

41. Labour Management Meetings

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

42. OH&S Training Fund

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

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

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

Members of the Occupational Health and Safety Committee shall, without loss of income attend safety committee training provided by the Workers' Compensation Board of British Columbia.

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

43. Uniforms

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

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

- a. Permanent and spareboard Employees uniform issue:

5 shirts (short or long sleeves) or polo shirts
3 uniform pants or skirts, option of 2 pairs of pants and 1 pair of shorts
1 uniform jacket
1 each 3 in 1 jacket
1 FirstCanada Ball Cap (logo and blue)
1 sleeveless or long sweater

- b. Replacement of uniform issue:

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

Permanent employees requesting replacement uniforms must provide proof of need.

- c. Casual employees uniform issue:

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

- 3 shirts
- 2 uniform pants
- 1 summer jacket

- d. All maintenance staff, including bus washers and utility personnel, shall receive a boot allowance of one hundred and twenty five dollars (\$125) per year.

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

- Mechanics
- Bush Washers
- Utility Employees (1)

- e. (i) Ties will be optional and supplied by the Company
(ii) Company policy on wearing of uniform clothing shall be enforced and strictly adhered to.
(iii) Union crests may be displayed on winter jackets only. Size of union crest must not exceed size of Company crest.
(iv) In the event that an operator leaves the employment of the Company, he/she shall be required to return the uniform to the Company.
(v) The Employee is responsible for cleaning and maintaining of the uniforms.

44. Transportation Vehicles

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

45. Health and Welfare Benefits

Medical Services Plan

The Company shall provide each Full time employee (at his/her option) with coverage in the Medical Services Plan with the company paying 100% of the premiums.

Life Insurance

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

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

The Company will pay 60% and the Employee will 40% of the premiums

Dental Plan

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

The Plan is as follows:

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

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

Long Term Disability and Extended Health

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

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

Vision care will be added to the Extended Health plan.

Up to two hundred dollars (\$ 200.00) will be available for reimbursement **for** prescription eyewear **under the Extended Health Plan, once every twenty-four (24) months**, for the Employee only, **payable upon submission of a receipt to the Plan Carrier. This cost will be one hundred percent (100%) Company paid.**

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

46. RRSP Purchase Plan

The company agrees to contribute (\$0.10) per hour to purchase an R.R.S.P for each full time employee wishing to participate in the RRSP purchase plan.

Increase Company contribution by ten cents (\$0.10) effective April 1, 2015.

Increase Company contribution by ten cents (\$0.10) effective April 1, 2016.

47. Apprenticeship

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

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

48. Time Off in Lieu of Overtime

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

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

49. Employee Family Assistance Program

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

50. Wage Schedules

Effective April 1, 2012

Classification	Start	480 Hrs
Conventional Driver	\$ 22.79	23.82
Community Bus Driver	\$ 18.92	19.95
Custom Driver	18.17	19.20
Journeyman Mechanic	31.93	32.96
Utility Person	19.07	20.10
Bus Washer	18.07	19.10

Effective April 1, 2013

Classification	Start	480 Hrs
Conventional Driver	\$ 23.25	24.30
Community Bus Driver	\$ 19.30	20.35
Custom Driver	18.72	19.78
Journeyman Mechanic	32.57	33.62
Utility Person	19.45	20.50
Bus Washer	19.45	20.50

Effective April 1, 2014

Classification	Start	480 Hrs
Conventional Driver	23.72	24.79
Community Bus Driver	19.69	20.76
Custom Driver	19.09	20.17
Journeyman Mechanic	33.22	34.29
Utility Person	19.84	20.91
Bus Washer	19.84	20.91

Effective April 1, 2015

Classification	Start	480 Hrs
Conventional Driver	24.19	25.29
Community Bus Driver	20.08	21.18
Custom Driver	19.47	20.58
Journeyman Mechanic	33.88	34.98
Utility Person	20.24	21.33
Bus Washer	20.24	21.33

Effective April 1, 2016

Classification	Start	480 Hrs
Conventional Driver	24.67	25.80
Community Bus Driver	20.48	21.60
Custom Driver	19.86	20.99
Journeyman Mechanic	34.56	35.68
Utility Person	20.64	21.76
Bus Washer	20.64	21.76

Premiums

Sunday Premium excluding Bus Washers and Utility	Fifteen percent (15%)
Driver Trainer premium for hours spent in performance of the trainer duties	\$2.00 per hour
Lead Hand Mechanic	\$2.00 per hour
Shift Premium for Mechanics	\$.10 per hour after 2:30 pm
Route Training	\$1.00 per hour
Maintenance Orientation Premium	\$1.50 per hour

Premiums Effective Date of Ratification:

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

- a) New employees shall during their training period receive sixty percent (60%) of the conventional starting rate of pay for class room training and on road training prior to beginning the four hundred eight (480) hours of probationary employment.
- b) Regular employees attending training courses, receiving remedial training or attending safety meetings at the request of the Company shall receive their straight time rate of pay for all time including any actual travel time authorized by the company outside of their location.
- c) No compounding of premiums
- d) All work performed during the four hundred and eighty (480) hours of probation (start rate) will be \$1.00 per hour less than the full time classification rate.
- e) **Employees, designated by the Company, to provide orientation to new employees hired into the Maintenance Department (excluding Apprentice Mechanics) shall be paid for such hours designated.**

51. Letters of Understanding

Letters of Understanding to be reviewed to determine if they are to be attached to the collective agreement, amended, deleted or injected into the body of the agreement. Any LOU's attached to the agreement shall be numbered and indexed here.

President, CUPE Local 561

John Peck
Regional Vice President, FirstCanada ULC

CUPE Local 561 Bargaining Committee

Gabriella Colusso
General Manager, FirstCanada ULC

CUPE Local 561 Bargaining Committee

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