

**PACIFIC TRANSIT COOPERATIVE
AGREEMENT**

Between

PACIFIC TRANSIT COOPERATIVE

and

LOCAL 1724
of the
AMALGAMATED TRANSIT UNION

Effective Date
January 1, 2008 to December 31, 2009

11582 (05)

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Note: all revised terms to the Parties' previously existing 2001-2004 agreement are indicated in underlined type.

This agreement is made the 10th day of March, 2008.

BETWEEN

PACIFIC TRANSIT COOPERATIVE

A Cooperative incorporated under the Cooperative Act of the Province of British Columbia and having its registered office at #300-3150 East 54th, Vancouver, BC V5S 1Z1

(Hereinafter referred to as "the Employer")

PARTY OF THE FIRST PART

AND

LOCAL 1724 OF THE AMALGAMATED TRANSIT UNION

A "trade union: within the meaning of the Labour Relations Code (S.B.C. 1992 Ch 82) at P.O. Box 42083 Champlain P.O., Vancouver, BC V5S 4R5

(Hereinafter referred to as "the Union")

PARTY OF THE SECOND PART

THIS AGREEMENT WITNESSETH that in consideration of the premises, the mutual covenants and agreements hereinafter contained, the Employer and the Union (hereinafter referred together as "the Parties") hereto agree with the other as follows:

PREAMBLE:

The purpose of this Agreement is to establish and maintain general working conditions between the employer and the employees. The Parties to this Agreement share a desire to improve the quality of service provided by Pacific Transit Cooperative.

Accordingly, they are determined to establish within the framework provided by the law, and this Collective Agreement, the highest possible standards of service and quality to the passengers served by the Parties.

The Company and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to form rules to govern the relationship between the Company and the Union, to promote efficiency and service, and to set forth herein the basic agreements and understandings covering rates of pay, hours of work, grievance procedures and conditions of employment.

1.00 DEFINITIONS

1.01 Permanent Employees

1.01.1 Permanent employees shall be defined as all those employees who are regularly scheduled for a minimum of thirty-seven and one-half (37.5) hours per calendar week.

1.01.2 Permanent Part-time office employees (secretaries and bookkeepers only) are those who are hired as permanent employees and work more than twenty (20) hours but less than thirty-seven and one half (37.5) hours per week and have regularly scheduled hours of work.

1.02 Spare Employees

Those employees who are on an "as" and "when" required basis.

1.03 Days

For the purposes of this Agreement, unless otherwise stated, "days" means working days, excluding Saturdays, Sundays and statutory holidays.

1.04 Weeks

For the purpose of this Agreement, unless otherwise stated, "weeks" means a calendar week of seven (7) calendar days, from 00:01 hours (12:01 a.m.) Sunday to 24:00 hours (12:00 midnight) Saturday.

1.05 Words in Context

Wherever the singular or masculine is used throughout this Agreement the same shall be construed as the plural or feminine or body corporate or politic where the context or the Parties hereto so require.

1.06 Temporary Employees

1.06.1 The Employer may hire temporary employees to relieve bargaining unit employees in the classifications of bookkeeper and secretary when a regular bookkeeper and/or secretary is absent from work due to sickness, annual vacation, WCB leave or other leaves of absence as provided for in the Collective Agreement.

1.06.2 Such temporary employees will be paid at not less than the regular rate of pay provided for in the Collective Agreement for the positions they are working in, but shall not have seniority nor shall they be required to become members of the Union. Except as specifically provided for in this Clause, such employees will not be subject to the provisions of the Collective Agreement. The Employer agrees to pay to the Union a permit fee in an amount equal to 1.25% of the basic straight time monthly wages for the position in which the temporary employee is working or twenty (20) dollars, whichever is greater. The fee is payable for each calendar month during which a temporary employee works.

1.07 Supervisor

Union employees who perform supervisory duties in the absence of Management, or by delegation of Management, will not discipline or dismiss any other union employee.

Reporting and instructive documents written for or at the request of management by union represented employees are records of events, but are not, in and of themselves, disciplinary documents.

2.00 COVERAGE, DURATION AND EFFECT

2.01 Coverage

This Agreement shall be binding and remain in effect from January 1, 2008 to December 31, 2009.

2.02 Duration of Agreement

2.02.1 The provisions of this Agreement shall come into full force and effect on the date of signing unless otherwise specifically provided.

2.02.2 This Agreement shall be binding and remain in effect from January 1st, 2008 to midnight December 31, 2009.

2.02.3 Pursuant to Section 50, Subsection (4) of the Labour Relations Code of British Columbia (S.B.C. 1992 Chapter 62) the operation of Section 50, Subsections (2) and (3) are excluded from this Agreement.

2.03 Re-Opening of the Collective Agreement

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either Party may give to the other Party written notice of its intention to commence negotiations leading to a renewal of this Agreement. Such notice shall contain particulars of the changes which the Party giving notice wishes to be made in this Agreement.

If no agreement is reached at the expiration of this Agreement, and negotiations are continuing between the Parties to this Agreement, then this Agreement shall remain in force up to the time an agreement is reached, unless a strike or lock-out occurs.

Section 46 excluding subsections (2) and (3) of the Labour Relations Code of British Columbia applies.

3.00 UNION RECOGNITION AND SECURITY

3.01 Recognition

The Employer recognizes the Union and will not discriminate against any employee because he is a member or Officer of the Union.

The Employer also recognizes any employee elected or appointed to act as a full-time Officer of the Union and such an Officer shall be granted access to the Employer premises at all reasonable times upon application to the Cooperative General Manager or designate. Any qualified Union Officer, including Union designated Shop Stewards,

shall be recognized by the Employer in discussing any grievance under the terms of the Grievance Procedure as set out in Article 17 of this Agreement.

3.02 Security

- 3.02.1 Each new employee shall become within one (1) month after appearing on the payroll and shall remain thereafter a member of the Union in good standing as a condition of his continued employment with the Employer in any job classification covered by the certification referred to in paragraph 2.01. Any employee who fails to maintain his membership in good standing in the Union, as determined by the Union shall be discharged after ten (10) days' written notice to the Employer by the Union of the employee's failure to maintain his membership in good standing.
- 3.02.2 Provided that should the Union notify the Employer in writing within the said ten (10) day period that the member is again a member in good standing, then the original discharge notice to the Employer shall be deemed to be null and void and accordingly the said member shall not be discharged.

3.03 Deductions

- 3.03.1 The Employer shall honor a written assignment of wages to the Union for initiation fees, dues and assessments which may be made against all members of the Union.
- 3.03.2 Each month the Employer shall deduct from each employee's pay an amount required by this assignment and the Employer shall remit each month the total of wages so deducted to a designated Officer of the Union.

3.04 Probationary Period

- 3.04.1 Each new employee hired by the employer shall be placed on probation for a period of four hundred and fifty (450) hours of paid work. This probationary period may be extended for an additional four hundred and fifty (450) hours of paid work provided that the Employer and the Union mutually agree to such an extension.
- 3.04.2 The Employer may terminate the employment of the probationer during the probationary period without providing reasons for so doing, subject to the Union submitting a grievance on behalf of the probationary employee if an allegation is made of discrimination by the employer against the probationary employee.
- 3.04.3 Where a probationary employee is not notified of his rejection on probation at any time during his probationary employment, it is understood that his application for employment has been approved.

3.05 New or Terminated Employees

- 3.05.1 The Employer will forward the name and address of each new employee within one (1) month from the date of hire to the Union office.
- 3.05.2 The Employer will notify the Union office immediately when the Employer terminates an employee.
- 3.05.3 The Employer will forward the name and address of employees who voluntarily terminate their employment within one (1) month from the date of termination to the Union office.

3.06 Seniority

Seniority is established in separate seniority lists as set out in paragraph 3.07 of this Agreement and is not transferable from one seniority list to another should an employee change from one job classification to another.

3.07 Seniority Lists

- 3.07.1 There will be separate seniority lists for each of the following categories of employees:
- ◆ Permanent drivers
 - ◆ Permanent office employees
 - ◆ Spare drivers
 - ◆ Spare office employees
- 3.07.2 Seniority for any list will be established according to the day and hour the employee entered that list. Permanent employees shall be senior to Spare employees,
- 3.07.3 The assignment of spare work will be on the basis of seniority to part-time or spare staff subject to the availability of the employee to perform the work, and subject to the work being available in the employee's respective job classification.
- 3.07.4 Spare drivers and spare office staff shall have the right of first refusal for permanent positions in their respective job classifications
- 3.07.5 Employees may be on two (2) spare lists – spare driver and spare office
- 3.07.6 Permanent drivers or permanent office staff may temporarily substitute in a Dispatcher Clerk's position if there is no spare Dispatcher Clerk available and if the driver is trained as a Dispatcher Clerk. The driver will maintain seniority on the drivers' seniority list and will not accrue seniority on the office employees' list.
- 3.07.7 Management will present the Union with an updated employee phone and address list when requested by the Union President.
- 3.07.8 No officer or member of the Union shall furnish to any unauthorized person a list of the names and addresses of the membership.
- 3.07.9 Employees are not required to resign and be rehired to move between lists. Such transitions will not trigger a 'new employee' probationary period. Transition from permanent to spare in the same type of work will not be subject to probation as in 14.01.3.
- 3.07.10 Date of hire determines amount of vacation, qualification for benefits and affects order of layoff. Seniority date, the date that the employee entered the list that they are now on, determines the order of choice for work, vacation, and anything else for which there is choice by seniority.

3.08 Labour Management Committee

A Labour Management Committee shall be established from time to time as necessary and by mutual agreement between the Parties.

3.09 Job Descriptions

The employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become recognized job descriptions.

Initial job descriptions shall be drawn up in conjunction with the Union and agreed upon by both Parties.

3.10 Voluntary Termination

3.10.1 And employee shall not lose seniority if absent from work or unavailable for work under circumstances of illness, accident or injury reported to Pacific Transit Cooperative management by that employee or that employee's representative.

3.10.2 An employee shall not lose seniority if absent from work under circumstances constituting an approved leave of absence by the Employer.

3.10.3 An employee shall lose seniority in the event of:

- Voluntary termination;
- Discharge for just cause;
- Lay-off for more than twenty-four (24) months.

3.11 Union Notifications

The Employer shall notify the Union Office with respect to personnel transactions, as follows:

- ◆ 3.03 - Assignment of Wages – Monthly
- ◆ 3.05.1 - New Employees – Within one month
- ◆ 3.05.2 - Terminated Employees – Immediately
- 3.05.3 - Voluntarily Terminated Employees – Within one month
- ◆ 3.09 - Initial Job Descriptions
- ◆ 4.04.1 - New or Changed Positions
- ◆ 4.04.2 - New Methods of Operation
- ◆ 10.01 - Leaves of Absence In Excess of 14 Days
- ◆ 14.01.1 - Job Vacancies
- ◆ 14.02.4 - Notice of Recall
- ◆ 15.02 - Technological Change – Three Months Notice Unless Otherwise Agreed

4.00 PAYMENT OF WAGES

4.01 Retroactive Provision

The applicable wage rates included in the WAGE SCHEDULE of this Agreement, shall be applied retroactively to and including the first day of January 2008.

The Employer shall compute retroactive pay for each employee as a percentage of his "gross earnings" during the retroactive period. "Gross earnings" shall include only the following:

- 4.01.1 Straight Time Earnings
 - 4.01.2 Overtime Earnings
 - 4.01.3 Statutory holiday pay for those holidays which fall during the retroactive period and for which the employee was eligible to receive payment.
 - 4.01.4 Sickness protection benefits for approved absences falling within the retroactive period.
 - 4.01.5 Retroactive payments will only be made to those employees who are actively employed by the employer on the date of ratification of the Memorandum of Agreement.
- 4.02 Percentage Rates
- 4.02.1 a)
 - ◆ Chief Dispatcher -20% above Drivers
 - ◆ Dispatcher -10% above Drivers
 - ◆ Chief Booking Clerk -20% above Drivers
 - ◆ Accountant -20% above Drivers
 - ◆ Driver Trainee -25% less than the base rate of Drivers
 - ◆ Office Trainee -25% less than Drivers

b) effective January 1, 2008, apply a 3.5% wage increase;
 c) effective January 1, 2009, apply a 3.5% wage increase.
 - 4.02.2 All other classifications same as Drivers.
 - 4.02.3 Management will create no positions paid less than Driver's rate except for newly hired trainees.
 - 4.02.4 Acting Capacity - Any employee filling in for another employee who is paid at a higher rate will be paid the higher rate for all time so worked. The above will apply to all permanent and spare employees when performing such duties.
- 4.03 Rounding Off
- All wage rates and any increases thereto as set out in APPENDIX "A" of this Agreement are to be rounded to the nearest whole cent. One-half (.5) of one (1) cent and over are to be rounded upwards to the next whole cent. Less than one-half (.5) of one (1) cent is to be rounded down to the last whole cent.
- 4.04 New or Changed Positions
- 4.04.1 In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and a written notice shall be given to the Union, and unless written notice of objection thereto

by the Union is given to the Employer within twenty (20) days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the employer for such new positions is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

4.04.2 In the event the Employer adopts new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to change in job content, and/or required qualifications and if necessary any change in the job classification or wage rate. If notice of objection is not received from the Union within twenty (20) days after such notice, then the classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the change in job content and/or requirements.

4.05 Minimum Hours

4.05.1 All permanent employee shall be paid a minimum of seven and one-half (7.5) hours per shift scheduled.

4.05.2 All permanent part-time office employees required to report for a shift will be guaranteed four (4) hours minimum per day.

4.05.3 All spare employees required to report for a shift shall be paid a minimum of four (4) hours per day. When working a permanent employee's shift for a minimum period of two (2) weeks, a spare shall be paid a minimum of seven and one-half (7.5) hours per shift scheduled.

4.05.4 Any permanent employee recalled to work in addition to and outside of but not adjoining their normally scheduled hours shall be paid a minimum of two (2) hours at the applicable overtime rate.

4.06 Starting and Finishing Time

4.06.1 The Employer reserves the right to designate the location of the depot for any vehicle in its fleet. If the Employer designates the driver's home as their depot, the driver's start and finish time will be designated as the pick-up and drop-off time of their first and last passenger, provided that the travelling time is not longer than fifteen (15) minutes. (For example, if the travelling time from the driver's home to the first passenger is twenty-five (25) minutes, the driver will be paid for ten (10) minutes of his travelling time).

4.06.2 For those drivers who do not take their vehicle home, the driver's shift shall commence at the time the driver reports to his vehicle at the Employer depot and shall end at the time the vehicle is returned to the depot, provided the driver proceeds directly to and returns directly from his trip request destination.

4.07 Overtime

Overtime for all employees shall be paid at the following rates:

4.07.1 Time and one half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) in any one day and double

the employee's regular hourly pay for each hour worked in excess of eleven (11) in any one day.

- 4.07.2 Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) in any one week and double the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) in any one week, excluding hours worked in excess of eight (8) in any one day.
- 4.07.3 Permanent employees called in to work on their day off shall be paid at one and one-half (1.5) times their regular hourly rate for all hours actually worked. A four (4) hour minimum shall apply to all call-ins under this Clause but this Clause shall not apply to call-ins under Clauses 4.05.4, 7.04 and 18.06.
- 4.07.4 Unpaid lunch hours will not be counted in calculating the above overtime hours.

5.00 PAYDAYS

5.01 Pay Periods

Employees will be paid bi-weekly with a one (1) week hold-back.

- 5.02 Payroll will be effected by Direct Deposit except for the issuance of cheques under Article 8.03 governing payroll advances at holiday time.

- 5.03 Assignment of Wages - The Employer will honour an employee's written assignment of wages to a charitable or other organization, pension plan, family maintenance Plan, or insurance company, consistent with the terms of Part 3 section 22 of the Employment Standards Act [RSBC 1996] Chapter 113 as they exist at the date of signing of this Agreement.

6.00 BENEFITS AVAILABLE BY PAYROLL DEDUCTION

6.01 Benefit Qualifications

Employees shall be entitled to the benefits listed in Section 6.00 of this Agreement, according to the following terms:

- 6.01.1 All permanent employees shall be entitled to the said benefits.
- 6.01.2 All spare employees who work an average of eighty (80) hours per month shall be entitled to said benefits. An average will be determined on the basis of the four (4) previous months the subject employee worked. Spare employees will not be entitled to benefits until they have worked four (4) months for the Employer. If spares fall below the eighty (80) hours per month for a period of four (4) consecutive months, the Employer retains the right to revoke these benefits.

6.01.3 In lieu of Long Term Disability benefits, spare employees who qualify for benefits will receive a monthly cash payment equivalent to the Employer portion of the Long Term Disability premium.

6.02 Medical Services Plan (MSP)

The employee is entitled at his option to the standard coverage with 100% of premiums to be paid by the Employer.

6.03 Extended Health Care

The employee is entitled at his option to extra coverage with 100% of premiums to be paid by the Employer.

6.04 Dental Plan

The Employer agrees to provide a dental plan for all eligible employees covered by this Agreement. The benefits of the plan will be equivalent to those offered by Pacific Blue Cross in its Plan A (80% co-insurance), Plan B (50% co-insurance), and Plan C (50% co-insurance) for dependent children of employees providing a lifetime maximum of \$2,000.00 per dependent child.

This plan is available to the employee at his option with 100% of premiums to be paid by the Employer.

6.05 Pensions

The Employer will pay six percent (6%) of employees' base hourly wage exclusive of premiums to a Registered Retirement Savings Plan to the individual employee's credit accessible on retirement, termination of employment or in consultation with the Union to a defined benefit pension plan.

The provincial Municipal Pension Plan shall be offered to all employees as an alternative to the Registered Retirement Savings Plan described above. Employees hired before September 1, 2000 shall have the option of enrolling in this plan at their discretion. Employees hired after September, 2000 shall be required to enroll in the Municipal Pension Plan.

Union and Management will review the RRSP from time to time with the idea of maximizing investment potential, and if necessary, moving to a different institution.

Effective January 1, 2009, the Employer will pay to the Registered Retirement Savings Plan an amount equal to the employer contributions remitted to the Municipal Pension Plan, to the individual employee's credit accessible on retirement, termination of employment or in consultation with the Union to a defined benefit pension plan.

6.06 Long Term Disability

The Employer will in consultation with the Union establish a long term disability benefit to a maximum premium cost of two per cent (2%) of base rates. This benefit to provide income security to a period of time extending from the exhaustion of all other benefits to age sixty-five. The premiums to be shared with 100% of premiums to be paid by the Employer.

6.07 Employee Assistance Program

The Employer will establish an employee assistance program at a funding level representing a maximum of one quarter percent (.0025) of base wage rates at 100% employer cost.

6.08 Life Insurance

The Employer will provide coverage of \$30,000.00 at 100% employer cost.

6.09 Vision Care

A Vision Care benefit providing a maximum of \$200.00 per family member per 24 months toward the purchase of eye glasses or contact lenses with the cost of the benefit to be paid 100% by the Employer will be provided.

7.00 REIMBURSEMENT FOR OTHER DUTIES

7.01 Court Proceedings

7.01.1 The Employee must notify the Employer prior to the commencement of any trial or proceeding in respect of which the employee may seek reimbursement.

7.01.2 Any employee required by a Employer subpoena/summons or Crown subpoena/summons to attend, for any reason, before a Court, or called to jury duty on a date upon which they would normally work for the Employer, shall be booked off for the entire shift and made whole for such attendance at straight time hourly rates of Day! Employees required by the Employer to attend before a legal body on their days off will be paid for their attendance and will be given alternate days off in lieu. All reasonable expenses will be reimbursed if the court proceedings are beyond the Greater Vancouver area.

7.01.3 Any fee or payment made to the employee in connection with the above shall be returned to the Employer.

7.01.4 If an employee is charged with a traffic violation and/or is charged with a criminal offence as a direct result of carrying out operating procedures required by the Employer and is found not guilty of all charges or the charges are stayed or withdrawn, the Employer will reimburse that employee for all reasonable legal costs and loss of pay.

7.01.5 Any duties on behalf of the Employer or Jury Duty under this Clause that extend beyond a period of four weeks will necessitate a review of the employee's days off to ensure some period of rest prior to commencing work. Any employee required to perform any duties on behalf of the Employer or Jury Duty under this Section (7.01) while on annual vacation will have the vacation re-scheduled.

7.02 Medical Examination

Medical examinations required of an employee by the Employer and not paid for by the employee's medical insurance shall be paid for by the Employer. All time spent by

the employee achieving the above request shall be paid for by the Employer at the employee's regular rate of pay.

7.03 Report for Other Employer Business

- 7.03.1** An employee shall not lose pay when required to be away from home on the employer's business.
- 7.03.2** An employee who is away from home on the employer's business shall be reimbursed for reasonable expenses.
- 7.03.3** An employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the employee's higher rate.

7.04 Call-Ins by the Employer

If any employee is called in by the Employer outside his normal working hours for an interview or for any other purpose other than office or driving shifts, a job application interview, or training pursuant to Clause **18.06** of this Agreement, he shall be paid at that employee's regular rate of pay for the time of his attendance.

A minimum payment of one (1) hour shall apply to such call-ins. A call-in may be to a location other than the Employer office.

7.05 Cancellation of a Shift for a Spare Employee

If a spare employee has been assigned a shift, the Employer has the right to cancel that shift at any time up to four (4) hours prior to the scheduled start time of that shift.

8.00 ANNUAL VACATION LEAVE

8.01 General Policies:

8.01.1 Holiday Pay While Still Working

Unless provided herein, no employee shall receive holiday pay while still working. Whatever holiday entitlement an employee has may be used only when accompanied by an absence from work.

8.01.2 Calendar Year Basis

Vacation leave entitlement will be granted to all employees on a calendar year basis at a prescribed annual number of days with pay.

8.01.3 Permanent Employees

Permanent employees will be credited annually on January 1st of each year with the total entitlement days for that calendar year, subject to adjustment in the case of termination of employment.

8.01.4 Vacation Period

Employees must take their vacation leave at a time appropriate to the department in which they work. The Employer reserves the right to determine suitable times for vacation leave within each department in keeping with workloads.

8.01.5 Seniority for Vacation Purposes

8.01.5.1 Drivers

A list shall be posted in the Dispatch Office by October 1st of each year for the purpose of drivers selecting their vacation leave for the following year. The Drivers shall enter on this list their preferred time for vacation leave for the following calendar year. At this time all drivers must schedule a minimum of three (3) weeks. These three (3) scheduled weeks may be taken in one (1) block or divided into three (3) separate weekly blocks. The remaining entitlement days for any driver may be taken at any time during the following calendar year. When there is a conflict over allotment of vacation time, the driver with the most seniority shall receive first choice. The drivers must complete their selection of vacation times by December 31st of each year. Senior drivers shall have first choice on vacation times only up to and including December 31st of each year. After December 31st vacation times will be allotted on a first-come first-serve basis.

8.01.5.2 Office Employees

The same procedure as outlined in the above sub-paragraph shall be followed for these employees except that a separate list will be maintained.

8.01.5.3 In the event that Management allows an employee to drop signed Annual Vacation Leave, and any part of that vacated Annual Vacation Leave period occurs between July 1st and August 31st or between December 15th and January 2nd, the vacated Annual Vacation period will, wherever possible, be published in the next pay cheque and posted for three (3) weeks so that other employees may sign for the vacated period according to seniority.

8.01.5.4 Vacation Schedule

The Employer shall post a complete vacation schedule for all employees by December 31st of each calendar year.

8.01.6 Carry Over

Vacation time up to a maximum of two (2) weeks may be carried over for a maximum of one year after the year in which it would normally be taken. This time will be paid at rates in effect at the time that the vacation is actually taken.

8.01.7 Statutory Holidays

If an employee is on vacation leave when a statutory holiday occurs, this will not constitute a vacation day.

8.01.8 Spare Employees

A spare employee shall not be entitled to annual vacation leave under this section, but will be paid six (6%) percent in lieu of holidays, based on the employee's total wages for the year, after completion of one (1) year's service. After completion of five (5) years' service a spare employee shall be paid eight (8%) percent based on the employees total wages for the year. Spare

employees will receive vacation percentage entitlement based upon their total unbroken length of service with the Employer.

8.02 Entitlement for Permanent Employees

8.02.1 On January 1st of each calendar year all permanent employees will be credited with their total entitlement days for the coming year according to the following formula:

Each employee shall receive fifteen (15) entitlement days in the year in which they complete one (1) year of service, and one (1) additional entitlement day shall be granted for each year completed thereafter to a maximum of twenty (20) entitlement days in a calendar year.

One additional entitlement day will be granted for each year completed after fifteen (15) years of service to a maximum of twenty-five (25) days of vacation leave.

8.02.2 An employee who terminates shall receive in money any vacation which he has earned, but not yet taken. Where an employee has taken more vacation than he has earned the Employer shall recover from the employee the amount of money equal to the unearned vacation the employee has taken.

8.02.3 For a new employee, entitlement days shall be calculated from the date of employment, but an employee may not use vacation entitlement until the completion of his probationary period. In the first year a new employee will be entitled to a prorated portion of the first year entitlement of fifteen (15) days based on their date of hire.

8.02.4 Permanent part-time office employees shall be entitled to the same vacation pay as Permanent Employees on a pro-rata basis.

8.03 Payroll Advances at Holiday Time

The Employer will take special instructions from employees as to the disposition of their payroll cheque if the employee is away on vacation leave on any payday.

Once in any calendar year, an employee may receive his regular payroll cheque for any holiday period in advance of that holiday period if he makes such a request fourteen (14) days prior to the commencement of that holiday period.

8.04 Rate of Vacation Pay

Employees entitled to a vacation will be paid for each entitlement day an amount equal to the daily rate paid for their regularly scheduled shift or as required by the Employment Standards Act or other similar legislation as may from time-to-time be enacted, whichever is the greater amount.

9.00 STATUTORY HOLIDAYS

9.01 Definitions

For the purposes of this Agreement, the following shall be acknowledged as statutory holidays:

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

Or days in lieu of these listed holidays, and any other additional public holidays gazetted, declared or proclaimed by the Government of Canada or by the Government of British Columbia.

9.02 Statutory Holidays on Non-Work Days

- 9.02.1 If one or more consecutive statutory holiday(s) fall on a day which is not a permanent employee's regular work day the next working day or, where there is an agreement between the Employer and the employee, the previous working day, will be granted in lieu thereof, with regular pay.
- 9.02.2 Alternatively, the employee may bank the statutory holiday, however any banked holiday(s) must be used by the end of the next calendar year.

9.03 Work on Statutory Holidays

- 9.03.1 Permanent employees are automatically paid for statutory holidays and are assumed to be absent from work with pay.
- 9.03.2 Spare employees who work both the day before and after a statutory holiday, but not on the holiday will be paid for the statutory holiday at seven and one-half (7.5) hours at the employee's straight time hourly rate. Also spare employees who work fifteen (15) days in the last thirty (30) days prior to a statutory holiday will be paid for the statutory holiday.
- 9.03.3 If an employee works on a statutory holiday, it will be at an overtime rate of time plus one-half.

10.00 LEAVES OF ABSENCE

10.01 General Conditions

- 10.01.1 The Union Office must be informed of leaves in excess of fourteen days. Leaves of absence without pay and without benefits will be considered upon request of the individual employee, subject to the approval of the General Manager or designate of the Cooperative. An employee who is granted a leave of absence without pay that totals five (5) days or more in a calendar year shall be entitled to retain his membership in benefit plans subject to the employee paying the full amount of the contributions to the plan.
- 10.01.2 The request for a Leave form shall be submitted to the General Manager or designate seventy-two (72) hours prior to the commencement of any leave for five (5) days or less and fourteen (14) days prior to the commencement of any leave for a period longer than five (5) days.

- 10.01.3 Any reasonable request for leave shall not be refused by the Employer. The reasonableness of a request shall involve consideration of the underlying reason for the request, the employer's staffing requirements during the period requested, and previous requests granted to the employee. This does not refer to leaves of absence for Union Business. The seniority status of employees will not be affected when an employee is on sick leave or leave pursuant to Workers' Compensation. Other leaves of absence up to a maximum of ninety (90) days will also not affect seniority.
- 10.01.4 Leaves of absence without pay will not be granted for any period greater than ninety (90) days except where such absences are for medical reasons in which case the employee must provide medical documentation that is satisfactory to the Employer substantiating the reason for such absence.
- 10.01.5 Where an employee does not return as scheduled from an authorized leave of absence without pay, such employee shall be terminated from the employment with the Employer. If a leave for medical reasons extends beyond 6 months, the Employer will meet with the Union and the employee at the conclusion of the sixth month and thereafter at each six-month interval, in order to assess the employee's medical records and fitness to return to his or her position.

10.02 Leave of Absence with Pay

Leave of absence with pay is only applicable to permanent employees.

10.03 Compassionate Leave

Up to three (3) days with pay will be granted to an employee upon application in the event of death of a spouse or domestic partner, mother, father, step-mother, step-father, parent of spouse or domestic partner, sister, brother, son, daughter, adopted child, grandparent or grandchild. The Request for Leave form should be submitted to the employee's supervisor. In the event an employee is unable to attend the funeral one (1) day leave with pay shall be granted to fall within seven (7) days of the death of any relative named above.

10.04 Marriage Leave

An employee shall be granted three (3) days leave with pay to be married.

10.05 Pregnancy and Parental Leave

- 10.05.1 Pregnancy and Parental leave without pay shall be granted according to the Employment Standards Act. The employee agrees that the employer shall be informed of the date of commencement of the leave and the date of return to work. In the event a medical certificate is provided by the doctor of the employee, she shall be allowed to commence her maternity leave.
- 10.05.2 An employee returning to work from Pregnancy and Parental leave shall be reinstated to the position she held at the time she went on leave without loss of seniority, but without claim to any promotions effected during her absence on leave to which she may have been otherwise entitled.

10.06 Training Leave

All employees shall have the privilege of applying to the General Manager or designate of the Employer for leave of absence without pay to attend pertinent courses, institutes and night classes which will add to their training and experience for the job they hold.

The General Manager or designate will approve the payment of tuition fees for courses that the Employer has designated as pertinent so long as the employee successfully completes the course.

10.07 Leave of Absence for Union Business

10.07.1 **Any** employee who acts as full-time Officer of the Union, Local or International, will be placed on a leave of absence with the time involved considered as a service with the Employer. On conclusion of such leave of absence, an employee shall return to the job classification he previously held without loss of accredited service as used to determine vacation and benefit plan entitlements.

10.07.2 Leave of absence granted to a full-time Union Officer shall be without pay, but he shall be entitled to retain his membership in the benefit plans, subject to the Union paying for Employer contributions for each plan on his behalf. Officers of the Union who are employees of the Employer shall be granted leave of absence without pay for Union business, provided that the Secretary of the Union gives the Manager of the Employer notice of three (3) working days prior to the starting day of the leave of absence, except by mutual agreement.

10.08 Special Weather Conditions

10.08.1 The Employer shall grant five (5) days per calendar year with pay to an employee, where the employer determines that an employee cannot work due to adverse weather conditions.

10.08.2 The following procedures shall apply in order that all employees will receive equal treatment under the administration of this Clause.

10.08.2.1 The employer will call employees to work on the basis of seniority for each day of inclement weather that this clause is in effect.

10.08.2.2 The seniority list will rotate from the most senior to the most junior driver on a continuous basis depending on the number of drivers required.

10.09 Family Responsibility Leave

Family Responsibility Leave will be granted as per the Employment Standards Act.

10.10 Unpaid Leaves – Benefit Adjustment

Employees having over (5) five unpaid days of leave during the calendar year will have a portion of their benefit costs recovered by the Employer in proportion to the unpaid days taken by that employee.

Employees who have benefits reduced or Employer costs recovered will receive a statement at the end of the calendar year outlining what deductions were made and how the deductions were calculated.

Employees taking such leaves of absence should discuss these requirements with the Administration Manager to ensure their understanding.

11.00 SICK LEAVE BENEFITS

11.01 Entitlement Days

- 11.01.1 All permanent employees will be allowed twelve (12) working days per year for sick leave with regular pay. Any sick leave entitlement days unused in one calendar year can be accumulated in successive calendar years up to seventy-five (75) working days.
- 11.01.2 All permanent part-time employees shall be entitled to a portion of the sick benefits relative to the number of days they work. For example, if an individual works four (4) days a week, they are entitled to four-fifths (.8) of twelve (12) days per year accumulated to four-fifths (.8) of seventy-five (75) days.

11.02 Certificate Requirement

- 11.02.1 At the request of the Employer, a Doctor's Certificate must be presented by the employee upon return to work when that employee is away from work for reasons of illness in excess of five (5) full consecutive days.
- 11.02.2 Failure of an employee to provide the required certificate will result in the absent hours not being paid to that employee. Any charge by the doctor for producing a Doctor's Certificate, not paid by the employee's medical plan, will be paid by the Employer.
- 11.02.3 After the fifth (5th) illness in a rolling year an employee may be required to present a doctor's certificate.

11.03 Request for Leave

All absences for sick and vacation leave must be recorded on the Employee Time Sheet. A Request for Leave form must be filled out for all leaves of absence and vacation leaves, except for those vacation leaves requested pursuant to Section 8.01. The employee will receive a completed copy of the Request for Leave form.

11.04 Unused Leave

Unused sick leave entitlement days will not be paid,

11.05 Additional Benefits

Absences to enter hospital for elective surgery and absences due to injuries which occurred off the job will also qualify for sick benefits.

11.06 Leave to Attend Physician or Dentist

Absences of less than one and one half (1.5 hours) duration to attend a physician or dentist or other therapeutic referral appointments made by a physician or dentist do not require a Sick Leave form to be completed but notice of two (2) working days must be provided to the employee's supervisor before the date on which such absences will occur or any hours absent will not be paid hours. The Employer will provide reasonable travel time preceding and following the appointment. For drivers, in most cases, this will mean that the schedule will drop them as close as possible to the place of the appointment to reduce travel time. For office employees this translates to 15 minutes of travel time each way. For those employees whose appointment is outside the City of Vancouver the same fifteen (15) minutes of travel time each way will be allowed. Time in excess of the appointment time and travel time (to a maximum of two hours), will be taken out of sick leave unless the employee requests otherwise before the end of that pay period.

11.07 Worker's Compensation

Employees seeking to establish a W.C.B. Claim will be entitled to direct payment of W.C.B. benefits and will, in the first instance rely on such benefits.

Under circumstances of a denial of or delay in approval of the claim by W.C.B. for any reason, the employee may then rely on any sick leave entitlement to their credit.

Such payment of sick leave to be reimbursable to the Employer and credited to the employee's sick leave account upon payment of the Claim by the W.C.B..

11.08 Vacation and Sick Leave Entitlement – W.C.B. Adjustment

11.08.1 If an employee is absent for more than eight (8) weeks, he will have his vacation and sick time prorated so that he does not receive his entitlement for those weeks absent from work over and above the first eight (8) weeks. For example, if an employee is absent for sixteen (16) weeks, and is entitled to twenty (20) days' vacation and twelve (12) days sick leave, his entitlement for the year will be prorated as follows:

- ◆ $44/52 \times 20 = 16.9$ days' entitlement for the year,
- ◆ $44/52 \times 12 = 10.2$ days' entitlement for the year.

11.08.2 Medical, dental and extended health plans will be paid by the Employer for a maximum of one (1) year while an employee is covered by Worker's Compensation. An employee will be covered by the benefit plans for a longer period than one (1) year if the entire amount of the benefit plans is paid by the employee.

11.09 Reporting Back Fit for Work

Employees reporting back to work after illness or injury of more than ten (10) days must report to the Employer by 12:00 noon of the day preceding their re-commencement of work.

For shifts that begin on Monday, employees must report by 12:00 noon on Friday.

12.00 REST PERIODS

12.01 Twelve Hour Period

All employees shall be entitled to a twelve (12) hour rest period between shifts.

12.02 Lunch Hour

- 12.02.1 Every employee is entitled to the following:
- ◆ In any shift of six (6) hours or longer, one (1) fifteen (15) minute paid break in each half of that shift and an unpaid lunch break of one (1) hour for Drivers, or one half (.5) hour for office staff to be provided around the middle of the shift.
 - ◆ In a shift of four (4) hours or more, but less than six (6) hours, one (1) fifteen (15) minute break and an unpaid lunch break of one half (.5) hour.
 - ◆ In any shift less than four (4) hours, one (1) fifteen (15) minute paid break.
- 12.02.2 Office employees will fill in for each other at break times so that the office will be staffed at all times during working hours.
- 12.02.3 Lunch breaks will be given no earlier than three (3) hours after the shift begins and no later than five (5) hours after the shift begins.
- 12.02.4 Where an employee requests a lunch period of longer or shorter duration than stated in 12.02.1 of this Article, the employer will endeavor to accommodate such requests.
- 12.02.5 Where a dispatcher is working alone and there is no other employee available to relieve the dispatcher in order for the dispatcher to take his regular lunch and coffee breaks, the dispatcher so affected shall be entitled to a maximum of one (1) additional hour's pay at his regular straight time hourly rate in lieu of lunch and coffee breaks. If there is another employee in the office who is qualified to relieve the dispatcher, the dispatcher must arrange to be relieved in order to take his regular lunch and coffee breaks.

13.00 DRIVERS' SHIFTS

13.01 Shift Postings

- 13.01.1 All permanent drivers' shifts shall be posted in the Office for a period of approximately one (1) month on March 1st and September 1st of each year. The sign up sheet will be posted for a minimum of five (5) work days before the first signature goes on to allow senior employees adequate time for the consideration of new shifts. Notice of shift postings will be put in the pay slips.
- 13.01.2 Drivers will exercise their seniority in choosing whatever shifts are available. Unless the Union and the Employer mutually agree, no position changes will be allowed other than on March 1st and September 1st. The changes in shifts will be effective on the first day of the new pay period immediately following April 1st and October 1st respectively.

- 13.01.3 Without waiving management's right at any time to assign Drivers to various runs and vehicles, the Employer will make every attempt to accommodate within operational and service requirements written Driver preferences delivered to management at least two weeks before commencement of sign-up. Conflicting requests by employees will be decided by seniority.

13.02 Shift Starting Times

- 13.02.1 The Employer reserves the right to impose an earlier or later starting time of a maximum of one (1) hour on any shift according to the daily demand for service. The Employer may refrain from altering the starting and finishing times for an employee on a day when the alterations may create undue hardship for the employee. The onus is on the employee to substantiate his claim that the alteration of starting and finishing times would create undue hardship. Notice must be provided to any driver whose shift will be affected by an earlier or later starting time, as follows:

13.02.1.1 Day Shift Drivers

Before the end of the shift on the day previous to the shift for which the start time will be altered.

13.02.1.2 Night Employees

Before 12:00 hours on the day when the shift starting time will be altered.

13.03 Split Shifts

A premium of 5% to any employee who must work a split shift, where the shift is split for a period greater than the normal meal break, will be paid. The maximum number of split shifts shall be ten (10%) percent. From the start of a shift to the end of the shift shall not be longer than eleven (11) hours.

13.04 Compressed Work Week

The Employer may schedule up to twenty percent (20%) of the permanent drivers' shifts as compressed work weeks of four (4) days at nine and one-half (9.5) hours per shift.

14.00 VACANCIES, PROMOTIONS AND LAYOFFS

14.01 Job Vacancies

- 14.01.1 Employees shall have the opportunity to apply for any job opening covered by this Agreement and shall be entitled to receive an offer of employment for the new job, if in the opinion of the Employer, that employee has the ability and qualifications to perform the new job or with minimum training could become qualified within twenty (20) days of actual work, for the new job before any outside applicants are sought.
- 14.01.2 The Employer must give due consideration to any application made by an employee for any job opening and must accept or reject such application before posting the job opening outside the Employer. Inside postings shall

contain qualifications and salary offered. In cases where two (2) or more employees of equal qualifications seek a job opening it shall be offered to the most senior.

- 14.01.3 The successful applicant for the job will serve a probationary period not to exceed four hundred and fifty (450) hours of paid work during which the Employer may, for reasons of inadequate performance, return the employee to his previously held classification with no loss of seniority to that employee. The employee may voluntarily return to his previously held job classification with no loss of seniority within his probationary period.
- 14.01.4 When job vacancies occur, they should be posted for a period of two (2) weeks on Employer bulletin boards at the dispatch office. Job postings shall be mailed to all personnel not having normal access to the dispatch office. Job postings and shift changes shall be mailed to the union office.
- 14.01.5 Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description, or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on his present job.
- 14.01.6 When spare positions within their classification become available, permanent employees may request in writing consideration for such openings. Given appointment, they may not return to permanent status, except as provided by Section 13.01 (Shift Postings – For Drivers) and Section 14.01 (Job Vacancies – For Office Employees) or by applying for a posting for a permanent driver position.
- 14.01.7 In all cases, the Employer has the final right of selection, notwithstanding the fact that the Union has access to the Grievance procedures if they feel the decision was wrong.
- 14.01.8 The Employer will make its best efforts to fill vacancies or openings within two months of the date of posting. Once a vacancy or opening is filled, the Employer will make its best efforts to ensure that the successful applicant commences work within one month.

14.02 Layoff and Recall

- 14.02.1 When it is necessary to reduce staff, layoffs and recalls shall be made on the basis of last on, first off, and last off, first on.
- 14.02.2 The permanent employee with the least seniority in the classification affected by the layoff may bump into his respective spare list with seniority based on his date of hire with the Employer. When recalled such employees must return to their permanent position or go to the bottom of the spare seniority list. For the purpose of this Clause 14.02.2, Booking Clerk/Dispatcher Clerk and Chief Dispatcher will be considered to be one classification only.
- 14.02.3 A person shall not be considered new in restarting provided that the Employer shall not be required to re-engage employees who have been laid off for a period longer than twenty-four (24) months.
- 14.02.4 Employees laid off under this Clause shall leave an address with the Employer and not less than two (2) weeks notice of resumption of work shall be given by the Employer to laid off employees by sending recall notices by registered mail to addresses given. The onus shall rest with the employee to notify the

Employer and the Union in writing with respect to any changes in that employee's address.

14.02.5 If any person so recalled does not notify the Employer at least twenty-four (24) hours before the starting date of his intention to resume employment, it shall be deemed at that time to be that the position is vacant and the next employee in order of seniority shall be recalled.

14.02.6 Any cases of apparent unfairness in the operation of this paragraph will be given every consideration if brought to the Employer's attention.

14.03 Termination and Notice

14.03.1 Except in accordance with paragraph 14.02 or paragraph 15.02, no employee shall be terminated without cause.

14.03.2 The Employer will comply with the terms that exist as of the date of signing of this Agreement, as set out in "Liability Resulting From Length of Service", Part 8 Section 63 of the Employment Standards Act [RSBC 1996] Chapter 113."

14.04 Shift Postings

Article 14.00 postings will be used to fill Driver's shifts vacated during the life of a 13.00 posting if the following conditions are met:

14.04.1 Management notifies the Union two weeks prior to the section 14.00 posting stating how many shifts and the hours and days of work which are to be posted. The Union has these two weeks to dispute or grieve the posting.

14.04.2 Postings will be dated and will state that the successful applicant will sign by seniority at the next 13.00 sign-up. This may result in a less desirable shift.

14.04.3 Shifts assigned by this method will start in the same week. All employees will be given the seniority date for the start of that pay week ordered as follows:
a) Spare Drivers – ordered by their order on the spare list.
b) Other employees – ordered by date of hire.
c) New employees – ordered by date of hire.

14.04.4 Drivers already holding permanent driver's shifts are excluded from these 14.00 sign-ups and must wait until the regular 13.00 sign-up to change days or hours of work.

14.04.5 Management may automatically use 14.00 to post: (a) more than two, or, (b) less than 5 vacancies. Postings of two or less vacancies or 5 or more vacancies require consultation. In any case, management will supply the Union with days and hours of work affected.

14.04.6 Spare drivers going to the Permanent list by such postings will not have the probation qualification or training criteria applied to them under 14.00.

14.04.7 14.00 postings to fill vacancies in 13.00 sign-up will be started no earlier than 4 weeks after a 13.00 posting goes into effect or completed no later than 4 weeks before the coming 13.00 sign-up.

14.04.8 Any problems with the administration of this article will be forwarded to the next Labour/Management meeting.

15.00 WORK PROCEDURES

15.01 Employer's Rights

The management and operation of the Cooperative and the direction of the workforce shall remain the exclusive function of Management unless specifically altered by this Agreement. All employees shall be governed by the rules and regulations established from time-to-time by the Employer and shall observe the Cooperative's orders which are communicated orally or by way of written bulletin, unless such orders are contrary to law or to the provisions of this Agreement.

15.02 Technological Change

15.02.1 The Parties agree to cooperate so that the Employer can take full advantage of improved technology.

15.02.2 Unless otherwise agreed, the Employer shall notify the Union three (3) months in advance of the date that the Employer intends to introduce any new technology which will affect a significant number of employees either by loss of work, change in job function, or change in working procedures. After receipt of such notice, the Employer and the Union will meet to decide on the best treatment of employees who may be affected by the implementation of any technological change.

15.02.3 It is agreed that if any permanent employee is displaced due to the implementation of technological change by the Employer, then that employee will be given the opportunity to:

- ◆ Transfer to a current vacant position subject to the employee's ability and seniority, or
- ◆ Be trained by the employer for any other available position covered by this Agreement.

15.02.4 A permanent employee for whom no job is available due to the implementation of technological change will, upon termination, receive one (1) weeks' severance pay for each one (1) full year of continuous service, provided that severance pay will not be applicable where any permanent employee declines training as provided for under this paragraph, and as a result, terminates or is terminated in his employment.

15.03 Contracting Out

There shall be no contracting out of bargaining unit work.

15.04 Taxi Supplement:

In the event that additional funds are acquired over and above the normal budget for the express purpose of providing a 'taxi supplement', this work is to be considered exclusive of that work normally budgeted for, and is exempted from the application of the "Contracting Out" Clause 15.03. The Employer will have exclusive right to utilize those supplementary funds in providing the taxi supplement service in any manner they deem necessary.

16.00 DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

16.01 Written Complaints

All complaints leading to the suspension or dismissal 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 Employer, a violation of duty constitutes an offence under any applicable law. The company will make every effort to finish their investigations within five (5) calendar days from the time that the Employer becomes aware of the need to take such action.

16.02 Employee Records

16.02.1 No disciplinary notation will be entered into an employee's record without the concerned employee being so advised. An employee and/or a Union representative shall have the right to view the employee's entire record upon giving reasonable notice to the Employer.

16.02.2 For Permanent Employees, any disciplinary documents on the employee's personnel file shall be removed after eighteen (18) months from the date of issue, except in cases where such documents are part of a cumulative record. In the latter case, such documents shall be removed after twenty-four (24) months. The number of months shall be pro-rated for Permanent Employees who switch to Spare Employees, and vice-versa.

For Spare Employees, any discipline documents on the employee's personnel file shall be removed after thirty (30) months from the date of issue, except in cases where such documents are part of a cumulative record. In the latter case, such documents shall be removed after thirty-six (36) months. The number of months shall be pro-rated for Spare Employees who switch to Permanent Employees, and vice-versa.

16.02.3 Disciplinary documents given to employees will bear a note stating: "Signatures indicate receipt of document, but not necessarily agreement."

16.03 Disciplinary Meetings

Where an employee is requested to attend a meeting with Management in which discipline is contemplated, union representation will be arranged. The employee and union representative will be paid for the time involved at the applicable rate. If the Employer does not intend to investigate the matter(s) further, the employee and the Union will be so advised as soon as possible.

17.00 GRIEVANCE PROCEDURE

17.01 Definitions

"Grievance" means any difference between the Parties concerned in the interpretation, application, operation or any alleged violation of this Agreement, including any

question as to whether any matter can be the subject of the Grievance Procedure as set out in paragraph 17.03 below.

"Officer of the Union" shall include any elected officer of the Union and any Committee Member or Shop Steward recognized by the Union.

17.02 No Interference or Stoppage of Work

All grievances or disputes shall be settled finally and conclusively by the Grievance Procedure described in the paragraphs below without interference with or stoppage of work on the part of either Party to this Agreement.

17.03 Grievance Procedure

Either party may initiate a grievance. If a grievance is not settled at any one stage of the Grievance Procedure then the grievor shall have the alternative either to abandon it or to proceed to the next successive stage within the time limits set out in each stage.

By mutual agreement between the Employer and the Union, the processing of any grievance may begin at the final stage.

The successive stages of the Grievance Procedure are:

17.03.1 Those grievances concerning the suspension and/or dismissal of an employee shall be filed directly at Second Stage within fifteen (15) days of such employee being notified of such suspension and/or dismissal.

17.03.2 **First Stage**
The employee and/or Union Officer may, within ten (10) days of the action on the part of the Employer which led to the dispute or complaint, grieve the matter orally to the employee's immediate supervisor/manager.
This grievance must be answered within ten (10) days of receipt of the grievance.

17.03.3 **Second Stage**
If the Parties are unable to agree at the First Stage, then within fifteen (15) days of receipt of an answer to the First Stage Grievance, the Union must take up the grievance in writing with the General Manager or designate of the Cooperative.
The answer to the Second Stage Grievance must be given in writing within fifteen (15) days of the receipt of the written grievance. Alternatively, the General Manager or designate of the Cooperative may, within fifteen (15) days of the action of any employee or Officer of the Union, grieve the matter in writing to the Union. This grievance must be answered in writing by the Secretary of the Union within fifteen (15) days of receipt of the said written grievance.

17.03.4 **Third Stage**
If the Parties are unable to agree at the Second Stage, then within fifteen (15) days of receipt of an answer to the Second Stage Grievance, the Party filing the grievance must indicate in writing its desire to have the grievance advanced to this third stage.
The grievance will be addressed by the Board of Directors of the Cooperative and the designated Union Officer(s) at the next scheduled meeting of the Board of Directors of the Cooperative which follows the date of the receipt of

the notice to advance the grievance to the Third Stage, provided that such notice is received at least one (1) week prior to the next scheduled Board Meeting. Where such notice of advancement of the grievance to Third Stage is not received at least one (1) week prior to the next scheduled Board Meeting, the grievance will be heard at the next subsequent Board Meeting, which will be held within six (6) weeks following the previous Board Meeting.

This Grievance must be answered by the Board of Directors of the Cooperative, or the Union Office, in writing within fifteen (15) days of the meeting at which the grievance is discussed.

17.03.5 Final Stage – Arbitration

If the Parties are unable to agree at the first three stages, then within thirty (30) days of receipt of an answer at the Third Stage, either Party must notify the other Party in writing of its intention to take the grievance to arbitration.

In general, it is intended that grievances which are not resolved at the First, Second or Third Stages shall be submitted to a single arbitrator.

However, if both Parties agree, they may elect to submit a grievance to an arbitration board of three (3) members. The procedure to be followed in this Final Stage is as follows:

17.03.5.1 Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the Parties shall attempt to agree on naming the arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration.

If an appointed arbitrator refuses to act, is incapable of acting or dies, and the submission does not indicate to the contrary, a new arbitrator may be appointed.

If the Parties do not agree on the appointment of an arbitrator or of a new arbitrator, a Party may serve the other Party with a written notice to agree in the appointment of an arbitrator or a new arbitrator, and if the other Party does not agree within seven (7) calendar days after the said notice has been served, then on application by the Party who gave the notice, the Minister of Labour shall appoint an arbitrator who has the same powers to act in the reference and make an award as if he had been appointed by consent of the Parties.

The arbitrator shall proceed as soon as practical to examine the grievance and render his judgment and decision shall be final and binding upon the Parties and upon any employee affected by it.

17.03.5.2 Arbitration Board

If by mutual consent of both Parties a grievance is to be adjudicated by an arbitration board of three (3) members, the grieving Party shall notify the other Party in writing of its desire to submit the grievance to an arbitration board and the notice shall contain the name of the grieving Party's appointee to the arbitration board.

The recipient of the notice shall, within fifteen (15) days advise the other Party of the name of its appointee to the arbitration board.

The two (2) appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be Chairperson.

If the two (2) arbitrators fail to appoint a third arbitrator, any Party may serve the arbitrators with a written notice to appoint or concur in the appointment of a third arbitrator.

If an appointment is not made pursuant to the said notice within seven (7) clear calendar days after the notice is served, then the Party who gave the notice may make application to the Minister of Labour and the Minister shall appoint a third arbitrator who has the same power to act in the reference

and make an award as if he had been appointed by the Parties or by the arbitrators respectively and by consent of all Parties.
The arbitration board shall proceed as soon as practical to examine the grievance and render its judgment, and its decision shall be final and binding on the Parties and upon any employee affected by it.
The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, then the Chairperson shall decide.

17.04 Costs

Each Party shall pay the fees and expenses of its appointee to any arbitration board and one-half (.5) the fees and expenses of the Chairperson or single arbitrator as the case may be. The expenses will include any disbursements incurred by the arbitrators during their proceedings.

17.05 Time Limits

It is intended that grievances shall be processed as quickly as possible.

If the grieving Party does not appeal the grievance to the next successive stage within the specified time limit, the grievance shall be deemed to be abandoned and shall not thereafter be re-instituted.

If the aggrieved Party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement of the Parties.

18.00 MISCELLANEOUS PROVISIONS

18.01 Bulletin Boards

The Employer will provide the Union with a notice board at the Dispatch Office. If the Employer maintains a separate yard for Employer vehicles, it will provide the Union with a notice board in a sheltered area at each such location.

18.02 Renewal of License

Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Employer shall, upon request by the Union, provide appropriate equipment for this purpose.

18.03 Uniforms

Any employee required by the Employer to wear a uniform shall have that uniform provided free of charge by the Employer and shall be paid a cleaning allowance in the amount of five dollars and fifty cents (\$5.50) per bi-weekly pay period. Uniforms will be supplied in both male and female styles to fit.

18.04 Legal Liability

The Employer will indemnify and hold harmless employees and former employees from legal liability imposed upon them arising from their normal course of employment so long as the employee is not grossly negligent in carrying out his duties.

18.05 Driving and Safety Seminars

The Employer will pay for the course fees of any drivers who wish to take the following driving and safety seminars. The time spent at the course is the driver's own time as participation in any course is voluntary and the Employer will not reimburse the employee for his time:

- ◆ First Aid Course (St. John's Ambulance Emergency Level First Aid)
- ◆ C.P.R. Course (St. John's Ambulance C.P.R. or Red Cross C.P.R. Course)
- ◆ Hazard Avoidance Training Course (B.C. Safety Council)

Or any other driving and safety seminars agreed to by both the Union and Management.

18.06 Mandatory Training

It is at the discretion of the Employer whether employees will be required to take courses pertinent to their employment.

In such cases the employee's time will be paid at the applicable rate. If the course does not fall within the employee's normal working hours, attendance will be voluntary and all employees who attend such training outside of their normal working hours will be paid a minimum of two (2) hours at the applicable rate.

18.07 Drivers Abstract

When Drivers abstracts are required, employees will sign a waiver allowing Management to make arrangements with the Motor Vehicle Branch to get it all done at once at the Employer's expense.

18.08 Service Advisory Committee

The Union shall send a representative to the Cooperative Service Advisory Committee who shall be paid for the time involved.

18.09 Shift Trades

Employees will be allowed to trade shifts within their classification in a manner not adversely affecting other employees after advising Management of the intended trade. Such traded shifts must be within the same pay period and result in no increased costs to the Employer.

19.00 SAFETY

19.01 Safe Working Practices

Both Parties recognize the importance of safe working practices as applied both to the clients of the service and to the employees. In order to foster safety, the Parties agree to the following:

- 19.01.1 An employee shall not be required to drive a vehicle which is unsafe. Employees must follow the procedures laid down by the Employer for reporting vehicles in need of maintenance.
- 19.01.2 An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.
- 19.01.3 The final determination of whether a vehicle is safe rests with the regulations pursuant to the Worker's Compensation Act or as determined by both a Union and employer representative of the Safety Committee. Where the two representatives of the Safety Committee are unable to reach agreement on the safety of a vehicle they may call on a W.C.B. Inspector, or others, to make a final determination.

APPENDIX "A"**WAGE SCHEDULE**

<u>CLASSIFICATIONS</u>	<u>01/01/08</u>	<u>01/01/09</u>
Drivers	\$20.25	\$20.96
Booking/Dispatcher Clerk	\$20.25	\$20.96
Accountant	\$24.30	\$25.15
Secretary	\$20.25	\$20.96
Chief Dispatcher	\$24.30	\$25.15
Dispatcher	\$22.28	\$23.06
Chief Booking Clerk	\$24.30	\$25.15

TRAINING RATES

Driver Trainee	\$15.19	\$15.72
Office Trainee	\$15.19	\$15.72

DRIVER AND OFFICE EMPLOYEES PREMIUMS

See following page....

DRIVER AND OFFICE EMPLOYEES PREMIUMS

Employees shall be accorded the single highest premium above base rate for any given set of assignments.

1. A shift differential of twenty (20) cents per hour will be paid for any hours worked in any shift that finishes after 21:00 hours in any day.
2. A premium of twenty-five (25) cents per hour shall be paid to an employee for all hours during which the employee carries a telephone pager at the request of the Employer.
3. A premium of (20%) twenty percent shall be paid to any employee for any hours in which that employee is engaged in training or preparing to train another employee at the request of the Employer.
4. A premium of (5%) five percent shall be paid to any employee who must work a split shift, where the shift is split for a period greater than the normal meal break. The maximum number of split shifts shall be (10) ten percent. From the start of a shift to the end of the shift shall not be longer than (11) eleven hours.

IN WITNESS WHEREOF the Parties hereto have in the case of the Union set their hand and seal, and in the case of the Employer the corporate seal has hereunto been affixed by the duly authorized officer acting on behalf of the Employer as of the day and year first above written.

Signed sealed and Delivered
on behalf of
PACIFIC TRANSIT COOPERATIVE

Signed, sealed and Delivered
on behalf of
AMALGAMATED TRANSIT UNION, 1724

Date: _____

LETTER OF UNDERSTANDING
Between
PACIFIC TRANSIT COOPERATIVE
And
AMALGAMATED TRANSIT UNION
BUS PASS

Subject to the approval of TransLink or the GVRD the Employer shall provide each employee and one (1) member of the employee's family and each retired employee and their spouse with a photo identification bus pass for use on the Vancouver Transit systems, consistent with those issued by TransLink to its employees, and at no cost to employees."

For Management

For the Union

Date: _____

LETTER OF UNDERSTANDING

Between

PACIFIC TRANSIT COOPERATIVE

And

AMALGAMATED TRANSIT UNION

INTERPRETATION OF SICK LEAVE

In the application of Article 11.01.1 the Employer agrees that effective January 1, 2006 the Employer shall credit employees with six (6) days of paid sick leave on January 1st of each calendar year and a further six (6) days of paid sick leave on July 1st of each calendar year.

If an employee is off work due to illness in excess of the six day allotment for the January through June 30th period, and incurs a shortfall (i.e. does not have additional banked sick days), the employee will be entitled to be paid the shortfall with their July 1st allotment.

However, if an employee is off work due to illness in excess of the six day allotment for the July through December 31st period, and incurs a shortfall (i.e. does not have additional banked sick days), the employee will not be entitled to be paid the shortfall with their next January 1st allotment, or other successive allotments.

Unused sick leave balances will carry over from year to year pursuant to Article 11.01.1.

For Management

For the Union

Date: _____

LETTER OF UNDERSTANDING

Between

PACIFIC TRANSIT COOPERATIVE

And

AMALGAMATED TRANSIT UNION

Grievance Process Committee

The Parties agree to form a Grievance Process committee consisting of two representatives each, appointed by the Union and the Employer respectively. The purpose of the committee is to explore possible improvements to the grievance procedure. If mutual agreement is reached between the Parties on improvements fall within the current collective agreement language, that agreement may be implemented. If mutual agreement is reached on matters that require changes to the collective agreement, a report shall be forwarded to the next bargaining process.

For Management

For the Union

Date

PACIFIC TRANSIT COOPERATIVE SPARE RULES

Business concerns dictate that the Employer have some certainty with respect to the availability and assignment of spare employees.

Effective immediately, subject to an employee's ability to demonstrate why these rules should not be applied in a given situation, and pursuant to Articles 1.02, 3.07.3, and 15.01 of the Collective Agreement between the Amalgamated Transit Union and the Employer, the following rules are established with respect to classified spare employees:

ATTENDANCE:

Spare employees who have not worked or made themselves available for full shifts of work on a minimum of 26 days within a consecutive thirteen-week period of (commencing January 1, April 1, July 1, and October 1), and who have declined or been unavailable for work assignment on three separate occasions within the same thirteen-week period of time shall be subject to progressive disciplinary action for absenteeism.

It is acceptable that spare employees may make themselves available for either full afternoon or full evening shifts of work.

Spare employees are responsible for maintaining direct communication with the Employer for purposes of work assignments. If spare employees are unable to provide the Employer with timely telephone access (either personally or via message administration), they are responsible for contacting the Employer regarding work assignments.

No spare employees shall suffer loss of seniority and employment unless availability requirements in total have not been met over two consecutive attendance periods, and a warning has been given to the employee by the Employer prior to the start of the second such consecutive period. Any case where the employee can show reasonable cause as to why he/she was unable to fulfill 26 full shifts will be given consideration by the Employer.

Should a spare employee be unable to attend to Employer work requirements, normal leave of absence without pay procedures are to be followed.

ASSIGNMENT:

Spare work is offered, in the first instance, on the basis of seniority to spare employees who have given notification of availability. Secondly, spare work is offered on the basis of seniority to those spare employees who have not given notification of availability. Lastly, failing adequate attendance by spare employees or requirements beyond spare employee availability, to permanent employees.

Records will be maintained of spare employees' notification of availability, employees notified of work requirement by the Employer, inability by the Employer to contact employees, and spare work assignments. Once assigned, no change in work assignment will be offered or permitted.

ONE-WEEK BLOCKS

Subject to methods of assignment, one-week blocks (five consecutive shifts) will be offered as a single assignment. Employees so assigned are expected to work the entire period of time.

DAILY ASSIGNMENT:

Employees desiring first consideration for shifts of less than one week (excluding the weekends) must notify the office by 12:00 noon if they are available for that afternoon and evening and by 7:00 p.m. for assignment the following day. When an employee calls, the office will either assign a shift or call an employee back to assign a shift.

WEEKENDS:

Employees desiring first consideration for the weekends must notify the office before twelve o'clock noon on Friday to let the office know if they are available for weekend work assignment. Those employees will then call back in the late afternoon to find out which shift they are assigned.

STATUTORY HOLIDAYS:

The office will call spare drivers at least two weeks before a statutory holiday to see if they are available for work. Shifts will be assigned on the basis of seniority to employees declared available one week before a statutory holiday. The balance of staffing requirements will be filled consistent with the above procedure for assignment of work.

For Management

For the Union

Date _____

LETTER OF UNDERSTANDING

Between

PACIFIC TRANSIT COOPERATIVE

And

AMALGAMATED TRANSIT UNION

Spare Assignments

This Letter of Understanding shall expire on December 30, 2009, except as the parties may mutually agree to extend its application. This Letter of Understanding shall not be used to interpret or prejudice the current Spare Rules or any other part of the Collective Agreement. The Letter shall only be applied to the issue of assigning blocks of one or more weeks of Spare Work.

The Parties agree to the following as the method of assignment for spare work in blocks of one or more weeks:

- a) Blocks of one or more weeks will be offered on the basis of seniority. They may be offered up to two weeks and a day in advance of their commencement to those spare employees who state their availability for particular blocks;
- b) Spares interested in accessing upcoming blocks of one or more weeks must notify the dispatch office by 7 p.m. Sunday. The Dispatch office will call back later that evening to offer what work is available;
- c) If a Stat Holiday falls within the block, it will not constitute part of the assignment, but shall be assigned as per the regular Spare Rules.

For Management

For the Union

Date

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