

**COLLECTIVE AGREEMENT**

**BETWEEN**

**FIRSTCANADA ULC  
(KAMLOOPS)**

**AND**



**APRIL 1, 2017 TO MARCH 31, 2020**

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WITNESSETH that the Parties mutually agree as follows:

SECTION G

ARTICLE G 1 - LENGTH OF CONTRACT

G 1.01 DURATION

The following wage schedule and working conditions shall be binding on the parties and shall govern all employees of the Company referred to therein for the period commencing 01 April **2017** and ending 31 March **2020** and thereafter, unless and until it is reopened as provided for in Article **G 2**. The Parties to this Collective Agreement agree that the Collective Agreement shall be written in gender neutral language and whenever the masculine is referred to in this Agreement; it shall also include the feminine.

G 1.02 AGREEMENT TO CONTINUE

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

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lockout, or
- (c) the parties enter into a new or further Agreement.

G 1.03 CHANGE IN TERMS OR CONDITIONS

During the continuation period provided in Article **G 1.02** above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

ARTICLE G 2 - NOTICE PRIOR TO EXPIRY

G 2.01 NOTICE TO BARGAIN

Either party to the Collective Agreement may at any time within four (4) months immediately preceding the date of expiry of the Agreement, by written notice, require the other party to the Agreement to commence collective bargaining. Where no notice is given, both parties shall be deemed to have given notice under this Article, sixty (60) days prior to the date of expiry of the Agreement.

G 2.02 COMMENCEMENT OF BARGAINING

Where notice to commence collective bargaining has been given, the parties to the Collective Agreement shall, within ten (10) days after the date of notice, commence to bargain collectively, in good faith, and shall make every reasonable effort to conclude a Collective Agreement, or a renewal or revision thereof.

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

G 2.03 NO STRIKE OR LOCKOUT

- (a) There shall be no strike or lockout so long as this Agreement continues to operate.
- (b) No employee shall be required to cross a picket line except to provide emergency service for the protection of persons or property.**

G 2.04 PRINTING OF THE COLLECTIVE AGREEMENT

The Company will pay for the printing of the Collective Agreement.

ARTICLE G 3 - UNION SECURITY

G 3.01 EXCLUSIVE BARGAINING AGENT

The Company recognizes the Union as the exclusive bargaining agent for all the employees referred to herein, and will not discriminate against any employee because of his/her connection with same.

G 3.02 MAINTAIN UNION MEMBERSHIP

All employees, when hired by the Company, will immediately join the Union and will continue to maintain their Union membership as a condition of employment.

G 3.03 INTRODUCTION TO SHOP STEWARD

Each new employee for which the Union is the bargaining agent as specified by the wage classification hired by the Company will, within the two (2) week training period be introduced to the appropriate Shop Steward (time not paid) and the Shop Steward shall be granted a maximum half an hour (at regular rates) paid Union orientation.

G 3.04 UNION DUES DEDUCTION

The Company agrees to deduct once each month, from the earnings of each bargaining unit member covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union. The total amount so deducted, with a statement of the amount deducted by the Employer, shall be forwarded to the Union, prior to the fifteenth (15<sup>th</sup>) day of the month.

G 3.05 BULLETIN BOARD

The Company will provide a five (5) foot by three (3) foot enclosed glass fronted bulletin board to be solely used by the Union for the purpose of posting bulletins, notices, memos, etc.

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### G 3.06 VEHICLE AND OFFICE UNION INSIGNIA

All vehicles that are directly owned or leased and operated by the Company may have the Unifor insignia decal affixed to them. The Unifor "Union Shop" certificate shall be displayed in all appropriate areas in the Company's premises. Management vehicles exempted.

### G 3.07 BARGAINING UNIT WORK

- (a) Bargaining unit work shall not be performed by anyone outside the bargaining unit while qualified bargaining unit employees are reasonably available to perform that work except as follows:
- (i) Management or supervisory personnel may perform vehicle change-offs or work of an emergency nature.
  - (ii) Where there are no employees reasonably available to perform the work in question, or able to perform the work in question.
  - (iii) When management or supervisory personnel must, due to lack of available bargaining unit employees, operate a vehicle in revenue service the hours worked shall be paid to the employee to whom the work would have otherwise been assigned.
- (b) The Employer shall not contract out any bargaining unit work except as provided for below:
- (i) Where there is no bargaining unit member available to perform work of an urgent nature or,
  - (ii) There is no bargaining unit member available who can efficiently perform the duties associated with what would normally be considered bargaining unit work.

This Article does not apply to the Company's limited use of taxi cabs for the purpose of supplementing service.

Where bargaining unit work is contracted out as set out above, no employee will suffer a reduction of regular hours or a lay off and, there shall be no reduction in the workforce as a result of any contracting out.

### G 3.08 STANDING COMMITTEE MEETINGS

The parties agree to establish union/management meetings to be held every second month at a date and time determined by the Company. The purpose of the meeting is to discuss work related issues and concerns. Three (3) union representatives will attend and will be paid at straight time rates for two (2) hours.

ARTICLE G 4 - MUTUAL RESPONSIBILITY

G 4.01 MUTUAL RESPONSIBILITY

- (a) It is the responsibility of the individual employee to obey the lawful instruction of all supervisory personnel of the Company and to perform all their work efficiently, carefully, with due dispatch, and to the best of their ability, and it is recognized to be the duty of the Union to explain fully to its members their responsibilities and obligations under the Collective Agreement. It is further recognized to be the duty of the Company to explain fully the terms of the Collective Agreement to all its officers, foremen, and others engaged in a supervisory capacity.
- (b) The parties concur that it is paramount that activities of the operation are conducted in a safe secure manner. When the Company has good faith grounds to believe that an employee has an alcohol or substance abuse problem, and that the safety of the employee or of other employees, passengers or other persons may be jeopardized, the Company may require a random drug and alcohol test to ensure the employee is safe to work.

Any such employee shall have the right to Union representation throughout the process.

Any employee subject to this clause shall be treated with the strictest confidentiality.

G 4.02 SURVEILLANCE CAMERAS/ **IN VEHICLE MONITORING SYSTEM (IVMS)**

The installation of surveillance cameras/**I V M S** is a measure towards improving the safety of our employees, customers, and protection of property.

The parties agree no recording shall be used by any manager against any employee for the purpose of finding misconduct or issuing discipline, referred to by the parties as "targeted surveillance" or monitoring an employee's performance, except where there is an initiated event such as a complaint, collision, or incident.

If management determines to review a recording under such circumstances, management will first review the recording to determine if there appears to be a basis for potential discipline. If management determines there may be a basis for discipline, they will notify the Union to independently review the recording. Following this review, management and the Union may jointly review and discuss the recording. Any finding of misconduct or discipline based on such a review must be related to the specific incident which was the subject of the complaint, collision or incident.

**G 4.03 EXTENT**

**Should any clause or provision of the Agreement be declared illegal or in any way conflict with the laws of the Province of British Columbia or Canada or any regulation thereof, both parties agree that this Agreement shall automatically be amended to comply with such law or regulation, if the law or regulation so requires. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.**

**G 4.04 WAIVER OF PROVISIONS**

**The waiver of any of the provisions of the Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.**

ARTICLE G 5 - GRIEVANCE PROCEDURE

G 5.01 NO INTERFERENCE WITH GRIEVANCE PROCEDURE

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference with, or stoppage of, work. It is understood that at the second step of each grievance, and in all proceedings thereafter, up to and including arbitration, any National Officer may accompany the Union Standing Committee in their meetings with Company officials.

G 5.02 INITIATION OF DISCIPLINE

Should the Company fail to initiate discipline within fourteen (14) working days from the date that the alleged offence took place, **or the date the Company was made aware of the incident**, the Company will have waived their right to do so. However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) days, the time the employee is absent will not count as one of the fourteen (14) days.

**Should an incident require initiation of the disciplinary process the Union will be provided with a copy of the complaint and proof of the date the Company was made aware of the incident.**

G 5.03 EITHER PARTY MAY INITIATE A GRIEVANCE

Either party may initiate a grievance. If a grievance is not settled at any one step of the grievance procedure, the grievor shall have the alternative either to abandon it or proceed to the next successive step within the time allowed in the scale following. By mutual agreement between the Company and the Union, the processing of any grievance may begin at the second step.

G 5.04 PARTIES TO THE GRIEVANCE

In the event of a local management change the Company agrees that all matters of grievance or discipline will be dealt with by the Grievance Committee and the President of the Company.

G 5.05 PAID TIME FOR STEWARDS

Shop Stewards shall conduct all grievance investigations and grievance meetings on Employer paid time at regular rates of pay (will not attract overtime) when such investigations or grievance meetings are conducted with the employer in attendance.

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

### G 5.06 GRIEVANCE PROCEDURE

The successive steps of the grievance procedure are:

(a) Step 1:

Should there be any dispute or complaint as to the interpretation of any of the clauses of the Collective Agreement, or any grievance arising out of the operation of the Collective Agreement, the employee, except in cases of discharge or suspension, shall continue to work as per the conditions existing prior to the time the dispute, complaint or grievance arose, and such dispute, complaint or grievance may be taken up orally with the employee's immediate supervisor with the shop steward.

A grievance must be initiated by the employee or the Union within fourteen (14) days of the Company making written adjudication of any infraction with copy of same sent to the Union. Failure to do so will disqualify the grievance. The Company has fourteen (14) days to adjudicate an accident or else the accident is considered non-preventable provided that if the Company requires an extension of time such extension will be granted by the Union.

(b) Step 2:

If no satisfactory settlement is made, the employee may, within ten (10) days, refer the question to the Grievance Committee. Within three (3) days after written notification, by either the Grievance Committee or the Company to the other, of the existence and general outline of any dispute, complaint or grievance, the Company and the Union shall agree on a mutually satisfactory date for a meeting thereon, but in no case longer than five (5) days after such notice is given. In the event the Company has a grievance to which no satisfactory settlement is made at stage 1, it must submit a written grievance to the Union within thirteen (13) days of the attempted resolution of the dispute in stage 1. Subjects not listed on the written notice shall, nevertheless, be dealt with.

If the Company and the Union are unable to arrive at a satisfactory settlement within five (5) days, the question may, within ten (10) days, be taken up directly with the President or his delegate.

(c) Step 3:

If the President and the Local Union are unable to come to a satisfactory settlement within five (5) days, the question may, within thirty (30) days, be referred to an impartial board of arbitration.

### G 5.07 NATIONAL REPRESENTATIVE

It is understood that in all discussions concerning grievances, any national officer may accompany the Union in their meetings with the Company.

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

### G 5.08 TIME LIMITS

- (a) In the event a grievance has not advanced to the next step within the time limits set forth in Article **G 5.06(a)**, the grievance shall be deemed abandoned and all rights of recourse to the adjustment of complaints under the Collective Agreement in respect of this grievance shall be at an end.
- (b) The Company will respond to each step of the grievance procedure within ten (10) days of the Union presenting the grievance. Failure to respond within the ten (10) day period will result in the grievance being agreed to by the Employer.
- (c) The time limits between steps may be extended by mutual consent.

### G 5.09 ARBITRATION PROCEDURES

Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. An Arbitrator or Board of Arbitration shall not have any power to amend, alter, modify, or add to any provision of this Agreement or to substitute any new provision for any existing provision, or to render any decisions inconsistent with the terms and provisions of this Agreement.

#### (a) Single Arbitrator

The Board of Arbitration shall consist of a single arbitrator mutually selected by the Employer and the Union.

#### (b) Binding Effect

The findings and decision of the Board of Arbitration on all questions shall be binding and enforceable on all Parties.

#### (c) Cost Sharing

Each party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

#### (d) Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must, be made in advance of the appointment of the Investigator or Officer.

#### (e) Time Limits

The issue must be heard within ninety (90) days of application and a decision must be rendered within forty-five (45) days of the completion of the hearing.

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

### G 5.10 EXPEDITED PROCEDURE

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure as outlined in this Collective Agreement:
- (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
  - (ii) The outcome will be binding on both parties.
  - (iii) The cost will be borne equally by the parties.
  - (iv) The procedure cannot be used should an application for a Settlement Officer, under Article 87 of the Labour Relations Code, have been made by either party.
  - (v) No legal counsel will be used by either party. The Union will use elected officers or Union representatives.
  - (vi) The number of cases to be heard at any given time will not exceed three (3).
  - (vii) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
  - (viii) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
  - (ix) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
  - (x) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
  - (xi) General rules of evidence will be waived except for the rule of "onus".
  - (xii) Procedure Guidelines
    - 1) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
    - 2) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.



- 3) The Decision: If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- 4) Arbitrators or Investigators shall be drawn from the following list:  
J. Korbin  
V. Ready  
or such others as may be agreed by the parties and added to.

#### ARTICLE G 6 - DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

##### G 6.01 JUST AND REASONABLE CAUSE

The Company can discipline, suspend, or dismiss any employee for just and reasonable cause without interference by the Union, provided the Union shall have the right to appeal through the grievance procedure set out in Article **G 5**. No disciplinary notation will be entered onto an employee's record without the concerned employee and the Union being provided copy of same. The Company will provide the Union with a copy of the Adjudication of all accidents, preventable or non-preventable.

All disciplinary notices letters or suspensions older than twenty-four (24) months will not be referred to or used to compound or progress new disciplinary measures so long as there is no other discipline of a similar or related nature during the intervening twenty-four (24) months.

Upon request of an employee, that employee shall have access to review their personnel file within three (3) days of making the request.

#### ARTICLE G 7 - PROBATIONARY PERIOD FOR NEW EMPLOYEES

##### G 7.01 PROBATION PERIOD

Each new employee shall be placed on probation for **four hundred and eighty (480)** hours from date of hire, including the training program. As the probationary period is for the purpose of evaluation, any absence from the job shall not be included in the probationary period. The Company may terminate during the probationary period with just cause and without prejudice provided the Union may grieve the termination of the probationer. Upon completion of the probationary period, the employee shall be notified by the Company of his/her successful completion and his/her classification as an employee.

**The parties agree that it is beneficial to meet with new employees during the probationary period. Without limiting the intent of the language above, the Company may meet with probationary employees to discuss their progress and any concerns. It is understood that such employees may bring union representation.**

G 7.02 INCIDENT ADJUDICATION

The Company shall within fourteen (14) days adjudicate an incident, and if no action is taken by the Company within the fourteen (14) days following the incident any action taken by the Company shall be deemed null and void. If a suspension of an employee results from the incident, that suspension must be served by the fifteenth (15<sup>th</sup>) day after the incident and no casual or full-time employee shall work the day of their suspension. However, in the event an employee goes on vacation, sick leave, WCB or LOA within the fourteen (14) day time limit, the suspension will begin on the date the employee returns to work. If a casual employee receives a suspension, the suspension will be deemed as an eight hour day and shall be considered part of their forty (40) hour work week. In the event a casual has worked thirty-two (32) hours in the week the suspension occurs, the Company shall offer any additional work to the employee who received the suspension only after every other casual has been offered the work subject to no overtime being incurred.

G 7.03 NEW EMPLOYEE INFORMATION

The Company agrees to forward the name, address and telephone number of new employees, and any changes thereto, to the Union Office.

ARTICLE G 8 - LEAVE OF ABSENCE

G 8.01 LEAVE MAY BE GRANTED

Leave of Absence under fourteen (14) days may be granted by the Company. Such leave shall not be unreasonably withheld.

In instances where employees have accumulated in excess of forty (40) hours of available banked time, such excess banked time must be used in place of, or as a portion of, the requested leave. This applies to leaves under 8.01 and 8.03.

G 8.02 PRIME TIME FOR LEAVES

- (a) Excluding the period from June 15<sup>th</sup> to September 15<sup>th</sup> in each year leave of absence without pay for less than fourteen (14) calendar days shall be granted insofar as the proper operation of service will permit (proper operation to be determined at the sole discretion of the Company), upon an employee's application.
- (b) During a week in which the stat holiday falls, time off requests (LOA Leave of Absence requests) must be submitted twenty-one (21) days in advance and approved at least fourteen (14) days in advance subject to operational capability first to full-time employees in order of seniority and then to casual employees in order of seniority.

G 8.03 LEAVE FOR MORE THAN 14 DAYS

Leave of absence of more than fourteen (14) calendar days shall be granted only with the permission of the Company and the Union. Classification seniority shall not accrue after a leave of one (1) calendar month and that the vacation anniversary date shall be adjusted to reflect the amount of leave and that any leave granted will be on a one-time basis per employee. Any leave granted under this clause shall require that the employee be responsible for all fringe benefit costs from the date of the leave until their return, in addition the employee shall have their vacation pay and entitlement prorated.

G 8.04 LEAVES FOR UNION BUSINESS

- (a) Leave of absence for employees engaged in Union work will have preference over all other applications. Any employee elected to office in the Union, which requires his/her absence from the Company's employ, shall retain his/her seniority and all privileges of an active employee and upon his/her retirement from such work will return to the Company's employ.
- (b) The Company will grant a leave(s) of absence to any employee attending official Union business (courses, convention, etc.).
- (c) The Union will give the Company a minimum of fourteen (14) days written notice of such leave where possible.
- (d) Any Union member elected or appointed to a full-time or part-time Union position/job will be granted an unlimited leave (as long as the position lasts) and will continue to accrue seniority during the Union leave.
- (e) When the Union leave is finished, that employee will return to his/her previous position (or equivalent if the position no longer exists) with no loss of seniority or privileges.
- (f) The Union will provide a minimum of thirty (30) days written notice for such a leave where possible.

G 8.05 FAILURE TO REPORT

Any employee on leave of absence for any reason, who fails to report for duty or fails to contact the Company with a suitable explanation at the expiration of such leave, will be considered to have left the service of the Company.

G 8.06 MATERNITY, PARENTAL AND ADOPTION LEAVE

A leave without pay will be granted for in accordance with Employment Standards and EI Regulations.

**Pregnancy Leave**

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid leave.

### **Parental Leave**

An employee who requests parental leave is entitled to:

- for a birth mother up to thirty five (35) consecutive weeks of unpaid leave;
- for a birth father, up to thirty seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event; and
- for an adopting parent, up to thirty seven (37) consecutive weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.

EI Parental benefits can be claimed by one (1) parent or shared between the two (2) partners but will not exceed a combined maximum of thirty five (35) weeks.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection.

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. An employee's combined entitlement to leave is limited to fifty-two (52) weeks.

#### **G 8.07 MEDICAL DOCUMENTATION**

The Company will not unreasonably deny a leave of absence(s) and will automatically grant requests of leave for medical appointments. Where the Company has reason to question the validity of a request, the Company may request that the employee provide a doctor's note to verify attendance and any costs will be borne by the Company.

#### **G 8.08 FAMILY RESPONSIBILITY LEAVE**

To comply with the Employment Standards Act, Part 6, Section 52, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

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

#### **G 8.09 FULL-TIME UNION OR PUBLIC DUTIES**

The Employer shall grant, on written request, leave of absence without pay for:

- (a) Employees to seek election in a municipal, provincial, federal, First Nation or other aboriginal election, for a maximum period of ninety (90) days;
- (b) Employees elected to a public office for a maximum period of five (5) years. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return;

- (c) Employees elected or selected to a full-time position of the Union or anybody to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return;
- (d) Employees appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union. Any employee taking a leave under this clause will withdraw from the Benefit Plan and must re-qualify upon return.

G 8.10 LEAVE FOR VOLUNTEER DUTY

Leaves of absence will be granted for service to military reserve service, voluntary firefighters, volunteer ambulance, volunteer search and rescue or auxiliary police.

G 8.11 PROBATIONARY SUPERVISOR LEAVE

- (a) The Employer shall invite applications from employees covered by this agreement to fill supervisory positions.
- (b) Employees promoted by the Employer to fill a supervisory position shall have their seniority maintained if they elect to return to the bargaining unit within one hundred and twenty-eight (128) days.

G 8.12 DRIVING LICENSE SUSPENSION LEAVE

**Employees may be granted an unpaid leave of absence as a result of the temporary suspension of their drivers' license.**

**The conditions under which this provision applies are as follows:**

- a) Must be an employee with a minimum of twenty-four (24) months service.**
- b) The incident resulting in the suspension will be non-job related. The Leave of Absence will be granted to an employee for the term of the suspension and/or imposition of an Ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.**
- c) An employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Company will not be required to compensate for lost wages or benefits, during the period they were off work.**

- d) The parties agree that, on a one-time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.**
- e) The employee will be responsible for both the Employee & the Company portion of medical, extended health, dental, and group life Insurance premiums during this period (if the employee chooses to maintain his/her benefit coverage).**
- f) This Article will not be used to suspend or in any other way reduce the rights of employees who may temporarily lose their licenses due to medical reasons.**

G 8.13 COMPASSIONATE CARE LEAVE

Employees may be granted Compassionate Care Leave in accordance with the British Columbia Employment Standards Act.

ARTICLE G 9 - ANNUAL VACATION

G 9.01 DEFINITIONS:

YEAR: shall mean calendar year

DAY: shall mean work day

SERVICE: shall mean an accredited service with the Company, which is the total of all periods of service as an employee of the Company or predecessor companies.

G 9.02 VACATION ACCRUAL

The Company will grant:

- Ten (10) days annual vacation with pay after the first (1st) calendar year of service,
- Fifteen (15) days annual vacation with pay in the third (3rd) year of service,
- Twenty (20) days annual vacation with pay in the seventh (7<sup>th</sup>) year of service and,
- Twenty-five (25) days annual vacation with pay in the twelfth (12<sup>th</sup>) year of service and,
- Thirty (30) days of annual vacation with pay in the twentieth (20<sup>th</sup>) year of service.

G 9.03 VACATION TIME TAKEN

Annual vacations may be taken any time during the calendar year according to the posted holiday block schedule, except that no vacation will be taken during the year of hire.

G 9.04 VACATION PAY

When an employee takes sixty percent (60%) of his/her annual vacation entitlement then he/she will be paid his/her entire annual vacation pay, upon request.

Explanatory Notes

In the third year: Two (2) years plus one (1) day = three (3) weeks

In the seventh year: Six (6) years plus one (1) day = four (4) weeks

In the twelfth year: Eleven (11) years plus one (1) day = five (5) weeks

In the sixteenth year: Fifteen (15) years plus one (1) day = one (1) week bonus on a one-time basis only

In the twentieth year: Nineteen (19) years plus one (1) day = six (6) weeks

G 9.05 NEW EMPLOYEES

As the annual vacation period is earned on the basis of a calendar years work, a new employee who has only worked part of the previous calendar year will be entitled to take up to ten (10) days annual vacation and will be paid one twelfth (1/12) of ten (10) days for each completed month or four percent (4%) of the total wages earned in the previous calendar year, whichever yields the greater amount.

G 9.06 CALCULATIONS

Payment for annual vacation earned during the previous calendar year (in accordance with T4 slip) will be based upon one of two (2) calculations, whichever yields the greater amount:

- (a) The straight time wage rate of the employee's regular job at the time the vacation is taken multiplied by the number of hours in the period of vacation; or
- (b) The employee's gross earning less taxable benefits (in accordance with his/her previous years T4 slip) in the previous calendar year multiplied by a percentage rate applicable, (i.e. 4, 6, 8, 10, or 12 percent);
- (c) Any employee whose service with the Company is terminated shall receive vacation pay on the appropriate percentage basis based on their gross income less taxable benefits to the date of termination;
- (d) A laid off employee shall receive a pro-rated entitlement based on actual time worked. Nothing in Article **G 9** shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

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### G 9.07 CASUAL CLERKS CALCULATIONS

The Casual Clerk's vacation entitlement will be calculated according to accumulated hours worked, i.e. 1,820 hours equals one (1) year.

### G 9.08 PRO-RATED FOR LOST TIME WCB INJURY OR ILLNESS

An employee who has lost time as the result of an accident as recognized by WCB, which cumulatively exceeds **ninety (90) days** from the date of injury shall earn, after the year, vacation pay calculated according to the employee's entitlement on a prorated basis from the date he/she returns to work.

### G 9.09 PRO-RATED FOR LOST TIME NON-OCCUPATIONAL INJURY OR ILLNESS

An employee who has lost time due to non-occupational sickness or injury which cumulatively **ninety (90) days** shall have his/her vacation pay calculated according to the employee's entitlement on a prorated basis for all time worked. The cumulative **ninety (90) days** of lost time shall, for calculation purposes, be considered as time worked.

### G 9.10 VACATION PAY

An employee who requests and is granted leave of absence exceeding a cumulative total of twenty (20) working days in a year shall have his/her vacation pay calculated according to the employee's entitlement on a prorated basis for all time worked. Leaves of absence for Union business will not be included in the twenty (20) days.

### G 9.11 PRO-RATED VACATION

An employee who has had their vacation prorated as a result of clause 9.08 or 9.09 shall be required to take vacation time (to the nearest week) only for the period for which they have accumulated vacation pay. For example if an employee has been absent from work for two (2) years as a result of an injury or illness and returns to work in October, then they would only be required to take vacation in the following year for one (1) week and would not have to sign for their full entitlement. If an employee wishes to sign for their full entitlement even though they do not have the equivalent vacation pay accrued, they may do so.

### G 9.12 BANKING STATUTORY HOLIDAYS

Employees wishing to bank their stat holidays may do so by advising the Company on the prescribed form prior to January 1<sup>st</sup>. Stats will be banked on a calendar year basis. Stats may be taken in blocks of five (5). The Company will determine the number of blocks to be available for signing vacation and stats prior to the commencement of each vacation sign-up. Blocks will be determined with due regard to service demands and the ability of the Company to operate, except that there will be a minimum of eight (8) operators off during July and August. Employees signing statutory holiday blocks will do so in seniority order once the annual vacation has been signed. In the event an employee takes their banked stats and subsequently resigns, is dismissed, or in any way fails to earn stats already taken, the Company will recover any pay given but not earned. Employees may take their second block of five (5) statutory holidays plus the Boxing Day stat at random, subject to banking the first five (5) stats in a block of five (5).



Random stats may be taken by application to the Company and provided the operation of the service permits same which shall be determined at the Company's sole discretion. Employees that have been booked off sick, not covered by sick pay, may claim pay for the Random day. Random statutory holidays not booked by January 2<sup>nd</sup> of the following year, shall be allocated by the Company up to and including March 31<sup>st</sup> of the year or allocated to the employee's RRSP at the employee's request.

ARTICLE G 10 - SENIORITY, LAYOFF AND REHIRE

G 10.01 CROSSOVER

The parties agree that casual employees in the various departments may crossover, from time to time, and perform work in other Sections of the Operation, i.e: Conventional Bus, HandyDART Bus, Service Department, etc., pursuant to the following conditions:

- (a) Only casual employees shall be able to crossover to another classification or department.
- (b) Casual employees shall be able to crossover into another department or classification on any day where they have not worked in either their normal classification, or another classification pursuant to this Article.
- (c) No casual employee shall be able to crossover to another classification or department of the Operation in any week where they have worked thirty-five (35) hours or more.
- (d) Any casual employee who crosses over to another classification or department must be able to perform all functions of the job they are filling in for.
- (e) Whenever a casual employee crosses over to another classification or department, they do so only to increase their total hours worked. The intention of this is to maximize hours for those employees who do not receive a full week's work and reduce the need to hire new casual employees while utilizing the services of current employees to the fullest extent.
- (f) Casual employees who crossover to perform work in another classification or department, that employee shall not accrue seniority in those classifications or departments. Their seniority shall remain unchanged in the classification and department where that employee normally works.
- (g) Once an employee is converted to full-time status, that employee will no longer be eligible to crossover to other classifications and departments.

G 10.02 SENIORITY CALCULATION

There shall be two (2) types of seniority; namely company seniority and classification seniority.

- (a) Company seniority shall be determined by an employee's last date of hire.

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- (b) Classification seniority shall be determined by the length of service within a classification. Employees shall have as accumulated classification seniority only that which was accrued in his/her classification as of 01-Jan-88. Thereafter all classification seniority shall be cumulative and maintained for all time in all classifications.

### G 10.03 LAYOFF BY SENIORITY

In the event of a layoff in any classification the employee with the least seniority in that classification shall be laid off first. If the laid off employee possesses greater Company seniority than another employee within another classification, they may elect to displace the employee with the lesser Company seniority providing they have the demonstrated ability to perform the job requirements of the classification they are bumping into. Any full time employee laid off will also have the option of working as senior casual provided once again they have the demonstrated ability to perform the job. Provided the employee who is laid off chooses to work as a senior casual the employee shall retain all benefits for a period of up to two (2) years (the retention of benefits shall apply to the first two (2) full-time laid off employees only).

### G 10.04 RECALL BY SENIORITY

The last employee laid off shall be the first employee recalled, provided he/she can perform the available work.

### G 10.05 SENIORITY BENCHMARKS

- (a) In the event of a layoff of an employee with less than three (3) months of company seniority, his/her company seniority shall be maintained but not accumulated for a period of three (3) months.
- (b) In the event of a layoff of an employee with more than three (3) months and less than one (1) year of company seniority, his/her company seniority will be maintained, but not accumulated, for a period not exceeding six (6) months. If the employee is not recalled within the above stated period, they shall be deemed to be terminated.
- (c) In the event of a layoff of an employee with one (1) or more years of company seniority, his/her company seniority will be maintained but not accumulated for a period not exceeding twelve (12) months. If the employee is not recalled within the above stated period, they shall be deemed to be terminated.

### G 10.06 METHOD OF RECALL

All employees who are laid off shall provide the Company with their address. The Company agrees to notify employees, by priority post, of a recall to any classification provided they are capable of performing the work required in the classification to which they are being recalled into. The employee must report for duty within fourteen (14) days from the mailing date of the priority post letter. An employee who does not answer the recall in the prescribed time shall be deemed to be terminated. The Union will be copied on all recall notices.

G 10.07 SUCCESSFUL JOB BID

Where an employee successfully bids on a posted job vacancy in accordance with Article **G 16**, that employee shall have Classification Seniority accumulated from the date of his/her promotion except that, where it is determined within the three (3) month period since the promotion the employee has been unable to adequately perform the job functions or the employee chooses to return to his/her former job, at a time convenient to the Company, then he/she shall revert to his/her Classification Seniority shall be as if uninterrupted. Where an employee returns to his/her former job before the end of the three (3) month period, and at a later date successfully bids on the same job, his/her former time on the job will be accumulated toward the three (3) month period.

G 10.08 CASUAL EMPLOYEES

Casual employees shall accrue seniority only for the purpose of promotion to full-time positions within the Company and seniority shall be determined from the date of hire. Serviceman seniority shall be used within the Serviceman classification only and will not be used for the purpose of promotion to full time in any other classification. Casuals have rights under this agreement and all provisions apply except where it specifically references casuals.

G 10.09 ENABLE TO RETURN TO WORK

In the event that an employee, due to illness, is unable to return to work after a period of twenty-four (24) months, they shall be required to provide a prognosis from a recognized medical practitioner verifying that they will be able to return to their work within a reasonable period of time. It is expected that they will be able to return to work within one (1) year unless there are exceptional circumstances. Employees who fail to provide a medical prognosis will be terminated.

G 10.10 CONDITIONS

Qualifying conditions and resultant benefits:

- (a) Where an employee has been employed on a continuous full-time basis for one or more years is to be laid off for a period of three (3) months beginning the first (1<sup>st</sup>) working day in the month following the date of layoff; the benefits will continue under the current cost-sharing formula, providing all entitled employees prepay monthly their share of the premiums.

For the three (3) month period following the first three (3) months of layoff, entitled employees shall be given the opportunity to maintain the above listed benefits, providing the full premium cost of such benefits is prepaid monthly by the employee.

- (b) Where an employee has been employed on a continuous full time basis for a period of less than one (1) year but longer than three (3) months is to be laid off for a period not exceeding six (6) months, he/she shall be entitled to a continuation of the above listed benefits for a period of three (3) months, provided that the full premium cost of such benefits is prepaid monthly by the employee.

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- (c) Employees qualifying under (a) or (b) above who are to be laid off, and where such layoff is anticipated by the Company to be for a period of longer than six (6) months in duration, shall not be entitled to a continuation of benefits under this Article.
- (d) Should an employee who is laid off under this provision be recalled within the period of recall (six (6) months), the Company may reimburse such employee for all or a portion of premiums for like benefits obtained elsewhere upon written application; such application to be supported by appropriate receipts.

G 10.11 EMPLOYEES ON LTD

Employees who are off work due to disability and no longer eligible for benefit coverage under the Company Plan shall have their position in the workplace declared vacant for the purposes of a full time job posting and the vacant position will be filled as a vacancy.

Should the occasion arise that such an employee is fit and able to return to duty, or an accommodation is reached, they will exercise their seniority upon the junior (or lesser) position that returns them to the workplace with at least their previous total hours of work. Thereafter they may bid in accordance with their seniority.

ARTICLE G 11 - STATUTORY HOLIDAYS

G 11.01 STATUTORY HOLIDAYS

Statutory holidays shall be deemed to mean:

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

and any further day gazetted or declared by either the Provincial and/or Federal Governments.

G 11.02 STATUTORY HOLIDAY SIGNUP

For work on a statutory holiday the sign-up sheet 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. The statutory holiday work will be assigned in order of classification seniority.

ARTICLE G 12 - BEREAVEMENT LEAVE

G 12.01 BEREAVEMENT LEAVE

When death occurs to a member of a regular full-time and casual employee's immediate family, **including new employees on their probationary period**, the employee will be granted an appropriate leave of absence and shall be compensated at his/her regular straight time hourly rate for hours lost, to a maximum of eight (8) hours pay for a maximum of three (3) days, which may be granted in increments to be taken within seven (7) days of the death, casual employees shall be compensated on a prorated daily basis averaged over the average number hours worked over the last four (4) weeks immediately prior to the bereavement leave. One (1) day leave of absence without pay may be granted in order that an employee can act as pallbearer, except that this provision and the provisions for bereavement shall not be cumulative.

**Where attending the above funeral requires travel in excess of five hundred (500) kilometers (one-way), the Company will grant up to an additional three (3) days of unpaid leave.**

G 12.02 DEFINITIONS

Members of the employee's immediate family are defined as the employee's spouse, common law spouse or same sex partner, mother, father, brothers, sisters, daughters, sons, stepchildren, mother-in-law, father-in-law, daughter-in-law, stepparents, grandparents, grandchildren, brother-in-law, sister-in-law and son-in-law.

ARTICLE G 13 - PAY FOR WITNESS AND JURY DUTY

G 13.01 APPEARANCE AT COURT

An employee compelled to attend an inquest or court or Human Rights Tribunal on subpoena requested or procured by the Company or the Crown, on any matter pertaining to or arising out of the course of their employment, shall be paid scheduled rates for time lost and will be reimbursed reasonable expenses when away from home. Casual employees shall be compensated on a prorated daily basis averaged over the average number hours worked over the last four (4) weeks immediately prior to being a witness or on jury duty. Any witness or Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on his/her days off, annual vacation or statutory holidays.

G 13.02 JURY DUTY

When an employee is required to be absent from his/her regularly scheduled work to report for jury duty or selection as prescribed by applicable law, the employee shall be paid straight time hours he/she would have received for time lost (excluding any travel expenses). Jury Duty fees received by the employee for so acting shall be turned over to the Company provided the employee is not on his/her days off, annual vacation or statutory holidays. In addition, an employee required to be absent from scheduled work to report for jury duty interview and orientation shall be paid for time lost.

G 13.03 PAYMENT

In order to receive such payments, an employee must give the Company prior notice that he/she reported for and/or performed the duty for which payments are claimed and must report back to work promptly after being released or excused by the court, provided, however, that if an employee is on jury duty, the employee does not have to report back to work on the day they are released from said jury duty (Promptly being defined with regard to safety and the employee having the time to travel and change into their uniform.)

ARTICLE G 14 - SAFETY MEETINGS

G 14.01 SAFETY MEETINGS

Safety meetings between the Company and the Union will be held in accordance with WCB regulations. The Company shall send copies of the minutes of the Safety meetings to the Local Union Office.

G 14.02 TRAINING

The Employer shall pay eight (8) hour training for each Union member of the Occupational Health and Safety Committee each year.

G 14.03 LIGHT DUTY / MODIFIED WORK / ACCOMMODATION

The Employer, the Union and the employee will be involved in negotiating all light duty, modified work and accommodation arrangements and all arrangements will have a review period.

G 14.04 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:

- (a) An employee shall not be required to drive a vehicle, which is unsafe. Employees must follow the procedures as set out in the Motor Vehicle Act, the National Safety Code, Work Safe BC Regulations and the Company's procedure for reporting vehicles in need of maintenance. A mechanic will inspect and make a final determination as to whether the vehicle is safe in accordance with regulations pursuant to the Motor Vehicle Act and the National Safety Code.
- (b) An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being taken out of service for repair.
- (c) Drivers shall be automatically relieved with pay after an assault or incident/accident that causes trauma.

ARTICLE G 15 - PAYMENT OF WAGES

G 15.01 PAY DAY

- (a) Payment of wages shall be made bi-weekly, every second Thursday. If the Thursday falls on a holiday, payment shall be made on the previous office workday. Company will provide details of bank-time on pay stubs. Pay cheques will be electronically deposited in each employee's account only. One hundred percent (100%) of the employees must participate.
- (b) Payroll errors over fifty dollars (\$50.00) will be paid out to the employee **within two (2) business days**. Errors of less than fifty dollars (\$50.00) will be paid on the next pay cheque.

G 15.02 PAYMENT FOR DAY OF INJURY

If an employee is injured on the job and the accident is recognized by WCB, the Company will pay up to a minimum of eight (8) hours pay at the employee's hourly rate for the day of injury, provided WCB does not pay anything for the day of the injury.

ARTICLE G 16 - PROMOTIONS

G 16.01 PROMOTIONS

Promotions and filling of vacancies within the bargaining unit are at the discretion of the Company and shall be made on the basis of skill, knowledge and ability. Where two (2) or more applicants are considered by the Company as equal, seniority shall apply.

G 16.02 TRAINING COURSES

Employees voluntarily attending training courses at the request of the Company shall have their days off changed to accommodate the training course.

Example: - employee's days off Wednesday, Thursday, training course Monday to Friday, for that week the days off at the employee's option will be changed to Sunday, Saturday.

All time incurred for training and travel shall be paid at the employee's straight time rate. If an employee is required to attend (employee does not volunteer) any course, the overtime provisions of the Collective Agreement will apply and days off may not be changed. Prior to any employee being asked or required to go on any training the Shop Steward will be advised that this training will occur.

- (a) The Company agrees to pay into a special fund two thousand five hundred dollars (\$2,500) per year for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

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

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

**G 16.03 NEW EMPLOYEES**

New **employees in all classifications**, during their training period, shall receive **ninety percent (90)** of the starting rate for all training.

**G 16.04 NINE (9) MONTHS WORKED**

All full time hourly paid employees shall, upon completion of nine (9) months worked (excluding any absences) receive thirty cents (\$0.30) per hour less than the straight time rate. Such monies shall be contributed by the Company to an RRSP plan as outlined in Article **G 17** and shall be subject to overtime rates.

**G 16.05 AFTER NINE (9) MONTHS SERVICE**

An employee with nine (9) or more months Company seniority who enters a higher classification will enter such classification at the three (3) month rate. Such employee shall receive the nine (9) month rate after three continuous months in the higher classification. An employee with nine (9) or more months Company seniority that enters a lower classification shall enter such classification at the applicable nine (9) month rate for that classification.

**ARTICLE G 17 - GROUP RRSP**

**G 17.01 GROUP RRSP**

The Company will provide a group RRSP with the following conditions:

- (a) A full time employee, after nine (9) months worked, shall enrol in the plan as a condition of employment.
- (b) Upon termination an employee may collapse, transfer, or dispose of in any way the RRSP registered to him/her.
- (c) An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.



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- (d) An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP without the prior approval of the Company except as provided in clause (b).

Effective date of ratification one dollar and ten cents (\$1.10) and one dollar and sixty-five cents (\$1.65) for mechanics per each hour worked. All Company RRSP contributions shall cease at age seventy (70).

All employee and Company RRSP contributions shall be deposited into the employee's account on a monthly basis.

ARTICLE G 18 - CONTRIBUTORY WELFARE PLAN

G 18.01 BENEFIT PLAN

The Company will arrange a welfare plan providing the following benefits for regular full-time employees on a cost-sharing basis of eighty percent (80%) by the Company and twenty percent (20%) by the employee.

The Company shall pay the employee's share of the fringe benefit package when an employee receives WI benefits for twenty (20) or more consecutive working days for the duration of the Short Term Disability on Weekly Indemnity.

Regular full-time employees over the age of sixty-five (65) shall, continue to receive the benefits listed below (except LTD) on the above cost sharing basis.

Employees who reach the age of seventy (70) shall be entitled to benefit coverage for Extended Health, Dental and MSP only.

All benefit coverage will cease upon retirement or termination of employment or as outlined after a period of disability.

After the use of twenty (20) weeks of the loss of income benefits and the expiration of the benefits available under EI, the Company will provide a long term disability plan for all full-time employees that provide a weekly income that is sixty-six and two thirds percent (66 2/3%) of an employee's wages to a maximum of five hundred and twenty-five dollars (\$525.00) per week to the age of sixty-five (65).

The Company will continue to provide the above benefits on the same cost sharing arrangement, (80% employer - 20% employee) for employees in receipt of WCB wage loss, in accordance with the applicable laws, rules and regulations of the Act.

The Company will continue to provide the above benefits on the same cost sharing arrangement, (80% employer - 20% employee) from the end of the payment of short term disability benefits until:

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- (a) For employees under the age of sixty-five (65) at date of injury/illness, twenty-four (24) months after the original date of disability;
- (b) For employees over the age of sixty-five (65) but before age seventy (70) at date of injury/illness, eighteen (18) months after the original date of disability.
- (c) For employees over the age of 70 at date of injury/illness, six (6) months after the original date of disability.

A detailed explanation of the Benefit Plan is contained in the Manulife Benefits Booklet dated November 13, 2013. The following is a brief synopsis of the Plan:

- (i) Medical and surgical benefits under MSP covering employees; and
- (ii) Extended health care benefits The language detailed on Page five (5) of the Manulife Benefits Booklet dated November 13, 2013 shall be amended so as to provide a combined maximum of one thousand dollars (\$1,000.00) per calendar year for the use of all services provided, however the actual cost of the service will be reimbursed.

Example: Prior to ratification, a visit to the chiropractor costs forty-five dollars (\$45.00) and the employee is reimbursed eight dollars (\$8.00) to a maximum of two hundred and fifty dollars (\$250.00) per calendar year. The employee could access all services listed under the same or similar reimbursement practices.

After ratification, and under the amended language, the employee could visit the same chiropractor and be reimbursed reasonable and customary costs of forty-five dollars (\$45.00) to a maximum of one thousand dollars (\$1,000.00). The employee and covered persons (spouse/dependent) could access all services listed and be reimbursed the reasonable and customary costs of the visits, however the maximum amount of reimbursement is capped at one thousand dollars (\$1,000.00) for all services combined.

- (iii) Employee and dependent life insurance (benefit reduces to fifty percent (50%) at age sixty-five (65) and terminates at age seventy (70)).
- (iv) Dental coverage is as detailed in the Manulife Benefits Booklet dated November 13, 2013.
- (v) Weekly income (Short Term Disability) that provides a weekly income that is seventy percent (70%) of an employee's wages to a maximum of five hundred twenty-five dollars (\$525.00) per week for a maximum period of twenty (20) weeks with payment on the third (3rd) working day of illness (reduced to the first (1<sup>st</sup>) day of illness if the employee is off ten (10) working days or more) and payment on the first (1<sup>st</sup>) day of illness if hospitalized overnight or in the event of an accident (coverage terminates at age seventy (70) or upon retirement or termination of employment).

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- (vi) Accidental death and dismemberment (coverage terminates at age seventy (70) or retirement or termination of employment).
- (vii) Vision Care, upon presentation of receipts, to a maximum value of three hundred and fifty dollars (\$350.00) every two (2) years (coverage terminates upon retirement or termination of employment).
- (viii) Company may require a doctor's certificate at any time for any absence and the Company agrees to reimburse the employee if there are any costs for the medical certificate upon presentation of a receipt.

G 18.02 DURING AND INJURY OR ILLNESS

- (a) When an employee is injured as a result of a motor vehicle accident and the employee chooses to claim for injuries from ICBC, that employee shall not receive any benefits under the loss of income plan and shall be responsible for the full cost of benefits if their absence exceeds twenty (20) working days and they shall have their vacation pay prorated for the time lost and shall not earn any statutory holiday pay which occurs during their absence from work.
- (b) When an employee is injured or ill that is WCB compensable, that employee shall not be entitled to any benefits under the loss of income plan.

G 18.03 RE-OCCURRENCE

If an employee, within fourteen (14) days of returning to work following a period of disability for which benefits were received, again becomes totally disabled due to the same or related cause, this latter period of disability will be considered a continuation of the previous period. The benefit which was payable to the employee during the former period of total disability will be reinstated and the elimination period will be waived.

G 18.04 NO BENEFITS PAYABLE

**Short Term Disability**

No benefits are payable for any disability resulting directly or indirectly from:

- (a) any illness or injury which arises out of or in the course of employment, unless the Employee's claim has been denied by workers' compensation;
- (b) medical or surgical care which is performed solely for cosmetic purposes ;
- (c) war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
- (d) the committing of an assault or criminal offence;

- (e) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the Employee's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury; or
- (f) self-inflicted injuries or illnesses, unless medical evidence establishes that the injuries are related to a mental health illness.

**Long Term Disability**

No benefits are payable for any disability resulting directly or indirectly from:

- (a) self-inflicted injuries or illnesses, unless medical evidence establishes that the injuries are related to a mental health illness;
- (b) war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion;
- (c) medical or surgical care which is not Medically Necessary;
- (d) the committing of or the attempt to commit an assault or criminal offence;
- (e) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the Employee's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury;
- (f) abuse of addictive substances, including Drugs and alcohol, unless the Employee is actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial; and
- (g) a Pre-Existing Condition which causes Disability within the first 12 months of insurance under this Benefit. A Pre-Existing Condition is any injury or illness (whether diagnosed or not) for which an Employee was treated or attended by a Physician, or for which Drugs were prescribed, within 90 days prior to the date the Employee's insurance under this Benefit became effective.

**G 18.05 BENEFITS**

No benefits are paid during any period while the employee is:

- not under the regular care of a physician;
- on maternity leave of absence;
- receiving, or would have been entitled to receive had proper application been made, any disability benefits for WCB or similar coverage;
- or, imprisoned.

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### G 18.06 DATE OF LOSS OF INCOME BENEFITS

Loss of Income Benefits will cease on the earliest of the date:

- the employee ceases to be totally disabled;
- the employee works in any occupation for wage or profit;
- the employee fails to supply satisfactory proof of continuous total disability, or refuses a medical examination by a physician chosen by the carrier;
- on which payments have been paid up to the twenty (20) weeks;
- the employee attains the age of sixty five (65), or retires, if earlier; or the employee dies.

### G 18.07 CONVERSION FROM CASUAL TO FULL TIME

When a casual employee is promoted to full time, the number of hours accrued as a casual will be credited to the qualification to benefits including vacation entitlement. In other words, if a casual has worked a cumulative five hundred (500) hours they are entitled to the Welfare package and if they have a cumulative one thousand five hundred (1500) hours of service, they would be entitled to the RRSP plan. In other words, if a casual has worked one thousand one hundred twenty five (1125) hours, they would only have to work an additional three hundred seventy five (375) hours to qualify for RRSP contributions and receive the top rate of pay. Immediately upon moving from casual to full time and the casual does not have one thousand five hundred (1500) hours of service the premium paid to casuals shall not apply.

### G 18.08 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company will enrol in the Employee and Family Assistance Program and maintain membership in same so long as the cost per employee does not exceed fifty dollars (\$50.00) per year.

### G 18.09 DEATH BENEFIT

In the event of an employee's death, the Company shall pay one thousand dollars (\$1,000.00) towards the employee's family to help cover funeral costs.

### G 18.10 SICK DAY BANK

- On April 1<sup>st</sup> of each calendar year**, each full-time employee shall have **sixteen (16) hours** credited to their sick day bank for use during the year for days not covered by the their Health and Welfare Plan or for family emergencies, medical and appointments. **The sixteen (16) hours may be used in portions of no less than two (2) hours and no greater than ten (10) hours.**
- At year end, unused Sick Day Bank hours for full time employees will be deposited to each employee's RRSP account. This credit will be paid by the first pay period of February of the following year.

- (c) If an employee terminates their employment prior to the end of the year, their sick day bank will be pro-rated on the basis of the number of months worked in the year. Sick days taken in excess shall be prorated number will be reimbursed to the Company.

ARTICLE G 19 - TECHNOLOGICAL CHANGE AND RELATED SEVERANCE ALLOWANCE

G 19.01 EMPLOYEE WITH ONE (1) OR MORE YEAR(S) OF SERVICE

An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by one (1) of the two (2) following methods, it being the choice of the affected employee as to which method of calculation is used:

- (a) one week's pay for each year of employment during his/her last period of continuous service, computed on the basis of forty (40) straight time hours at the employee's regular rate to a maximum of thirty (30) weeks' pay.
- (b) two percent of an employee's total earnings for the last period of continuous service to a maximum payment equal to one thousand two hundred (1,200) hours at the employee's regular rate.

G 19.02 EMPLOYEE'S OPTION

At the time of separation, the employee shall have the option of receiving the severance allowance upon termination or electing to have it held in abeyance for up to one (1) year from the date of termination. He/she may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.

G 19.03 NOTICE

An employee for whom no employment is available will be given at least thirty (30) days' notice of separation.

ARTICLE G 20 - WORKPLACE HARASSMENT

G 20.01 COMPANY COMMITMENT

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

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### G 20.02 ALL ALLEGATIONS

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

### G 20.03 CONFIDENTIALITY

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

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

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

### G 20.04 WORKPLACE HARASSMENT IS DEFINED

as unacceptable, unwelcome conduct or comment that has the effect of:

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

### G 20.05 BRITISH COLUMBIA HUMAN RIGHTS ACT DISCRIMINATION

is categorized by:

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

### G 20.06 HOW WHERE AND WHEN

Harassment may occur during one incident or over a series of related or unrelated incidents. Harassment may take place at work or away from work between or amongst employees where

there is a sufficient link between the conduct or comment complained of and the operation of the workplace.

G 20.07 ALSO MAY INCLUDE

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

- verbal or physical abuse;
- derogatory remarks;
- display of pornographic or offensive materials;
- unwelcome invitations or requests;
- innuendoes or taunts about a person's body or beliefs;
- unnecessary physical contact;
- threats;
- leering;
- outright physical assault;
- intimidation;
- practical jokes that cause awkwardness or embarrassment;
- retaliation against an individual who has filed a complaint of harassment.

G 20.08 FORMS OF HARASSMENT

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

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

G 20.09 PERCEPTION

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

G 20.10 SEXUAL HARASSMENT

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

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

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



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### G 20.11 IMPROPER CONDITIONS

Improper condition on employment is when the comment or conduct:

- is accompanied by a reward, or the express or implied promise of a reward for the compliance, or
- is accompanied by reprisal, or the express or implied threat of reprisal, for refusal to comply, or
- is accompanied by the actual denial or threat of denial of opportunity for refusal to comply, or
- has the effect of creating an intimidating, hostile or offensive environment.

### G 20.12 WORKPLACE HARASSMENT ADVISORS

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

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

(b) The role of these advisors is to:

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

### G 20.13 COMPLAINT AND INVESTIGATION PROCEDURE

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

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

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

### G 20.14 GUIDELINES TO COMPLAINANTS

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

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

- (b) Complainants are encouraged to make known to the alleged respondents(s) that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behaviour, the complainants should continue through the process.
- (c) If the complainants feel uncomfortable or unsafe in approaching the alleged respondent directly this step may be skipped.

### G 20.15 INFORMAL COMPLAINT PROCESS

- (a) At any stage of the complaint process, the complainant, respondent and any witnesses may be accompanied by a representative.
- (b) The complainant, with the advice of the Workplace Harassment Advisor, will determine the best course of action. Some options are to:
  - discuss the concern directly with the respondent;
  - discuss the concern directly with the respondent with the assistance of the Advisor;
  - request that an Advisor meet with the respondent and discuss the complaint;
  - request that a third party be appointed to assist in the complaint;
  - request a formal review;
  - initiate a grievance.
- (c) If the complaint is resolved through the informal process, the written record of the complaint and the resolution, other than statistical data reported to the Company, will be given to the complainant and respondent only.
- (d) If the informal complaint resolution does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the formal review process.

### G 20.16 THIRD PARTY INVOLVEMENT

A request for third party involvement must be submitted in writing to the Company manager. The neutral role of the third party is to help the complainant and respondent themselves, come to an agreement, or to investigate and submit a report including recommendations, not to advocate a position or impose a decision.

### G 20.17 FORMAL REVIEW

A request for a formal review must be submitted in writing to the Company manager who will immediately notify the National Staff Representative. A formal review will be jointly conducted by a Company Representative from outside Kamloops and the National Staff Representative or

designate. The formal review or investigation will involve interviewing the complainant, respondent and any witnesses. These interviews will be conducted as discreetly as possible. Both the complainant and the respondent will be given equal opportunity to discuss their case with the interviewers. Each party will be advised of their right to representation at any stage of the process. A joint report or separate reports may result from the investigation. The manager's report will be submitted to the Company president with recommended resolutions. The Company and the Union will advise the complainant and the respondent of the final resolution.

Complaints of sexual harassment will be initiated at the formal review stage.

#### G 20.18 FORMAL REVIEW RESOLUTION

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

#### G 20.19 APPEAL PROCEDURE

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

#### G 20.20 RECORD OF COMPLAINTS

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

#### G 20.21 VEXATIOUS COMPLAINTS

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

#### G 20.22 RETALIATION

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

SECTION O

ARTICLE O 1 - CHOOSING OF WORK

O 1.01 SIGN UP

- (a) A new sign-up shall take place approximately every two (2) months in accordance with the sign-up schedule that the Company presents to the Union at the beginning of December for the following year. The sign-ups shall, where possible, end in conjunction with the end of a pay period.
- (b) The Company shall consult with the Union before the sign-up schedule is finalized. In the event of a revision instituted by a party other than the Company, the Company will have two (2) weeks after the implementation to make changes to the indexes and, at the request of the Union, start a new sign-up, provided that the change(s) affect the start and/or finish time of at least five percent (5%) of the indexes and a maximum of thirty (30) minutes. In the event that there is a change in operating runs due to a revision mandated by BC Transit or the City of Kamloops, a new sign up will be presented to the Union at any time for a two (2) week period prior to a new sign up which shall be completed within an additional two (2) weeks.
- (c) When there are five percent (5%) changes to the schedule the Company shall consult with the Union Runs Committee before the sign-up schedule is finalized and two (2) members of the Union Runs Committee shall have three (3) days at straight time rates to review the schedule. The new sign up schedule will include the run paddles and the new index roster containing the index report and finish times, the days off for each index, and the index's payroll information.

O 1.02 RUN/SHEET COMMITTEE

- (a) **Whenever possible** the Company shall give the sign-up to the Runs/Sheet Committee, so that it can be posted, four (4) weeks before implementation. The Union **will make every effort** to provide the completed sign-up to the Company by 15:00 hrs on the Friday which is eight (8) days before the scheduled implementation date.
- (b) The Union Sheet Person Sign-Up Rep shall be scheduled to assign the sign up date and times for employees to bid and will be paid for eight (8) hours at straight time rates. Employees who have not signed for themselves, in person or by proxy, by their posted time will be assigned a bid closest to their last bid.

O 1.03 CHOOSING OF WORK

- (a) Operators shall pick their work according to their classification seniority. The senior operator shall have first choice of all work for which he/she is qualified and able to work. The first senior operator shall be followed by the second in seniority and so on until all work is filled.

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- (b) Service shifts will continue to be signed at each sign up as per the current practice, however, once signed, the incumbent will work the shift signed for the duration of the sheet; there will be no posting out.
- (c) Occasional vacancy in the service bay or occasional extra shifts will continue to be assigned from the board as per current practice, but hours worked in a service position will not be charged against the casual for seniority purposes in selection or assignment of further work. In other words, only driving shifts will be calculated for status on further work.
- (d) The casual signing the shift that works in the service bay on weekends as the day off shift will likewise not have service hours charged for driving assignments when they come back onto the board for driving shifts following their service time.
- (e) Any casual qualified as a mechanic who is assigned mechanics duties will also likewise not have hours served as a mechanic charged against them for driving assignments when they return to the board for driving shifts.
- (f) If for some reason any service bay position is not signed up, the most junior casual based on date of hire will be forced, Anyone signing or forced into an unsigned service shift for a sheet who has not been trained will be given necessary training by the service instructor.

### O 1.04 POSTING OF SHEETS

The Company agrees to post sheets advertising all available work, coupling like hours with like hours whenever possible and allow all employees to sign for such work according to seniority, as provided for in this Article.

### O 1.05 SIGNED INDEX

When an operator signs an index, the Company will not force or bump that operator off said index except in case of a layoff, in which case the operator reverts back to their signed up index on recall.

### O 1.06 INDEX POSTING

1. Once an index has been vacated for twenty-one (21) days the index will be posted for casual operators to bid in seniority order. **If the casual operator who successfully posted into the index is unavailable to work, due to illness or injury, then the index will be available for an immediate rebid, without a twenty-one (21) day re-posting.**

**If at any time during the sheet either the fulltime employee or the senior casual return from illness or injury, then they will post back into the index and the junior casual will resume in the casual list rotation.**

2. A casual who has requested that an index be posted for further notice may not pass the further notice to a junior operator.

If the most senior casual operator request an index be posted further notice, he/she will be assigned to the further notice shift, without posting. The Company shall post an information bulletin in such circumstances.

3. All further notice shifts shall start on a Sunday.
4. An index posted for further notice will not be assigned after 12:00 on a Thursday for the following week.
5. An operator signed up as a Holiday Relief Operator may not request that an index be posted for further notice.
6. A Holiday Relief Operator relieving a casual operator who has signed a further notice shift shall have the option of assuming that further notice shift instead of the casual position of the operator on Annual Vacation or Banked Stats, provided he/she informs the Company of his/her intention to do so on the Wednesday preceding.
7. Where an operator whose index has been assigned as a further notice shift returns to the job, the casual operator who holds such further notice shift shall, if not laid off, return to the casual list with days off as assigned by the Company.
- 8. Casual operators on a posting cannot bid on a posting until that posting is done.**
- 9. The casual operator posted into the index shall not be eligible for benefits as detailed in Article G 18.**

O 1.07 CUSTOM INDEX

Custom transit sign up must have start and finish times on all runs, except two (2) runs may be variable, and once the signup has started, there can be no alterations done to the sign-up, unless it's an emergency. The Union will be advised when such emergency alterations have occurred.

ARTICLE O 2 - UNIFORMS

O 2.01 UNIFORMS FOR **EMPLOYEES**

All **employees** shall be provided with new uniforms, the cost of which shall be borne by the Company. Casual operators shall be provided with a minimum of two (2) regulation shirts and one tie. Employees are only authorized to wear their uniform issue when on duty or are on their split.

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### O 2.02 SUMMER REGULATIONS

During the warm weather, defined within the period March 1st to October 31st, as per Company bulletin, employees will be permitted to wear the uniform issue short pants and remove their uniform jackets and ties, provided they are wearing a regulation shirt.

### O 2.03 TIDY APPEARANCE

All uniformed employees will appear for work in clean clothing and will, at all times, maintain a tidy appearance.

### O 2.04 UPON TERMINATION

- (a) Operators who terminate may keep all their uniforms issued except their winter jacket, provided they have been in the continuous employ of the Company for one (1) year from the receipt of their uniforms.
- (b) Operators who terminate after two (2) years continuous service from the date of receipt of their winter jackets may also keep same.
- (c) Any employee who terminates with less than one (1) year of service from the date of issue of jacket and/or pants must return same.
- (d) Where an employee chooses to keep their Uniforms as set out in the foregoing, may do so provided that all Company Crests are removed and returned to the Employer.

### O 2.05 CLEANING ALLOWANCE

- (a) **All Operators** in possession of a uniform will receive, to defray their cleaning cost of **their uniforms**, a monthly cleaning allowance of twenty-five dollars (\$25.00).
- (b) **Clerical Staff** shall receive fifteen dollars (\$15.00) per month to defray the cost of cleaning and repair of uniform entitlement.

### O 2.06 UNIFORM ISSUE

- (a) All drivers shall be entitled to:
  - (i) Two (2) pair pants
  - (ii) Two (2) pair shorts
  - (iii) Two (2) long sleeved shirts
  - (iv) Three (3) short sleeved shirts
  - (v) One (1) summer jacket
  - (vi) One (1) winter jacket
  - (vii) One (1) safety vest**
- (b) The Company shall pay for the cost of repairing a uniform, provided the damage is sustained in the course of duty.

- (c) The above issue for drivers shall be replaced on proof of need.
- (d) All women's uniforms shall be tailored to fit a woman's body.
- (e) **Clerical staff shall be entitled to each of the following uniform items:**
  - (i) **Two (2) Shirts**
  - (ii) **Two (2) Pants**
  - (iii) **One (1) Shorts**
  - (iv) **One (1) Skirt**
  - (v) **Safety Vest(s)**

**Items to be replaced on proof of need.**

ARTICLE O 3 - STATUTORY HOLIDAY PAY

O 3.01 STATUTORY HOLIDAY PAY

All Full-time employees shall receive their day's pay (minimum/maximum eight (8) hours) for each of the statutory holidays names in Article **G 11.01**, except where it is an employee's day to work and he/she books off.

**Casual Employees will be granted holiday pay in accordance with the provisions outlined in Employment Standards.**

O 3.02 QUALIFYING CONDITIONS

The employees must have **been employed for thirty (30) days and must have** worked ten (10) of the thirty (30) days preceding such holiday unless failure to work was due to any of the following events:

- (a) The employee is on his/her authorized paid vacation.
- (b) The operation in which the employee is engaged is curtailed or discontinued by the decision of the Company, and which curtailment or discontinuance changes or eliminates the employee's scheduled work day after such holiday.
- (c) A trade in shifts agreed upon between employees and approved by the Company results in a temporary change of the schedule work day before or after the holiday, provided the employee works the shift agreed upon.
- (d) The employee is on a leave of absence authorized by the Company.
- (e) An employee who has been on the payroll for more than one hundred and twenty (120) days and has been prevented from qualifying because of sickness or injury shall still qualify if he/she has worked at least one (1) day during the thirty (30) days just preceding the holiday and meets the requirements of 14.02 above.



- (f) An employee shall not receive the above provided holiday pay if he/she has agreed to work on such holiday and fails or refuses to work, except in the case of bona fide sickness or other bona fide reason approved by the Company which prevents his/her working on such holiday.
- (g) An employee on WCB whose absence from work includes the statutory holiday shall not receive any statutory holiday pay that falls within the period of their absence. An employee who banks statutory holidays and has already taken the time off will be allowed to pay back the time owed either from banked overtime or future vacation credits.
- (h) All employees who qualify shall be paid one and one half (1.5) times their hourly rate of pay for all hours worked. Where an operator works an index which is less than eight (8) hours, including Mechanical Inspection Time (MIT), he/she shall be paid 1.5 times his/her hourly rate for a minimum of eight (8) hours. There will be no compounding of spread-over pay or shift premiums, however the overtime provisions shall apply to MIT.

### O 3.03

When a statutory holiday falls during an employee's vacation the employee may request two (2) weeks in advance of his/her vacation that an additional day with pay be added to his vacation and the Company will approve subject to operational requirements. Employees will have the option of banking a lieu day or being paid out.

**Employees who are on a regularly scheduled day off or on annual vacation will not be able to sign work on a Statutory Holiday. If at the end of a sign-up, as described in 13.02, there are no operators available to work vacant shifts, the employer may ask for volunteers first on days off, then on annual vacation, to work the Statutory Holiday. These operators will sign any unsigned work, in order of seniority.**

## ARTICLE O 4 - HOURS OF WORK

### O 4.01 NORMAL WORK WEEK FOR TRANSIT OPERATORS

Normal work week for transit operators shall be five (5) days, forty (40) hours, except that an employee being paid the sixty percent (60%) rate is not subject to the normal work week provision. At sign-up time an employee who changes days off does not constitute a penalty to the Company.

The Company agrees that if an additional index of thirty seven (37) hours or more per week (including mechanical inspection time, and travel time) can be constructed, within a daily twelve (12) hour spread, the Company shall construct same and post that index for sign up as a full time position.

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### O 4.02 SPLITS

Splits of twenty-five (25) minutes or less shall be paid as one (1) shift.

### O 4.03 NORMAL WORK WEEK FOR OFFICE STAFF

Normal work week for office staff shall be five (5) days, full time office staff shall be five (5) days, thirty five (35) hours to a maximum of forty (40) hours with consecutive days off. Normal work week for HandyDART dispatcher and clerk shall be five (5) days, forty (40) hours with consecutive days off.

### O 4.04 HANDYDART OPERATORS

Normal signed up work week for full time HandyDART operators shall be five (5) days, minimum forty (40) hours.

At sign-up time, an employee who changes days off does not constitute a penalty to the Company.

HandyDART Operators will be scheduled with ten (10) minutes at the end of their shift to complete their paper work and post trip inspection.

HandyDART Operators will be paid two (2) fifteen (15) minute coffee breaks per eight (8) hour shift and one (1) hour unpaid lunch break.

### O 4.05 CASUAL EMPLOYEES

It is agreed that the following rules shall govern the allocation of casual work.

1. Casual operators must indicate by 12:00 noon, their preference for the following day's work. Work for Saturday, Sunday and Monday shall be posted and signed for on the preceding Friday by 12:00 noon.
2. Any casual operator not indicating preferences or whose preference was taken by a senior casual operator shall, in accordance with seniority, be assigned work as follows:
  - (a) the earliest finishing AM eight (8) hour special or vacated index;
  - (b) the earliest starting eight (8) hour AM stand-by shift;
  - (c) the earliest starting eight (8) hour PM stand-by shift, eight (8) hour special or vacated index.
3. The completed Overnight Sign-up sheet will be posted by the Company by 16:00 hours.
4. It is the responsibility of each casual operator to check the Overnight Sign-up sheet for final allocation of the following day's work.

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5. Any work developing after 12:00 noon shall be posted on the Overnight Sign-up sheet for coverage.

Casuals work is distributed among casuals on a rotational basis as per past practice.

- (a) Casual employees shall be defined as employees who are provided work on a regular or irregular basis and due to insufficient operating hours cannot sign an index/shift of thirty seven (37) hours or more.
- (b) Casual employees who work a full index shall be paid the same hours as the full time employee who normally works that index.
- (c) It is agreed that casual operators who have successfully completed their probationary period outlined in (f) below, will, qualifications being equal, by seniority, be promoted into full time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that full time employees, applying for the same positions will be selected for these posted positions before any casual operator who has applied. Benefits for promoted casuals shall apply fourteen (14) days after their appointment unless the plan rules dictate otherwise.
- (d) Casual employees may be laid off from the casual list in inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casuals shall retain their seniority for one year to which they shall be reinstated to the casual list where it becomes necessary to expand the work force subject to the recall provisions under 10.06 of the Agreement.
- (e) Casual employees may leave their choice of work for the following day on the overnight sheet prior to 12:00 noon. If the casual employee status warrants their choice, the work will be assigned to them as chosen. Casual employees not leaving a choice or leaving a choice for work they do not qualify for, they will be assigned work on the basis of the longest piece (or pieces) to the senior employee. When two (2) or more pieces of work comprise the same hours, the work will be assigned to the senior employee on the basis of earliest finish time first.
- (f) All casual operators who are entitled to accrue seniority, as per 10.08, will be subject to a four hundred eighty (480) hours probationary period to enable the Company to properly assess their capabilities to carry out the duties assigned to them.
- (g) Casual operators entitlement to statutory holiday pay shall be governed by the Employment Standards Act of B. C. (The statutory holidays are outlined in Article **G 11**). A casual operator working on a statutory holiday shall be paid as per the Collective Agreement.

All casual operators shall be paid four percent (4%) of total earnings as annual vacation pay and payments of the year shall be made at the end of February each year. Casual operators who worked seven thousand (7000) hours or more shall be paid six percent (6%) of total earnings and shall be paid at the end of February.

- (h) Casual operators may request, by signing the appropriate form by December 31<sup>st</sup> that vacation pay be paid in increments or paid in one (1) lump sum.
- (i) Casual operators when hired shall be paid the starting rate (outlined in **Appendix A**) of the classification he/she is working in. In addition, after five hundred (500) hours of work, the casual operators will be paid the three (3) month rate, and after fifteen hundred (1500) hours, shall be paid the nine (9) month rate, as per **Appendix A** of this Agreement. If a full time employee is laid off, there will be no probationary period as a casual. The hours accumulated as a full-time employee will be added as a casual. After one thousand five hundred (1,500) hours casual operators shall be paid the one thousand five hundred (1,500) hour rate as specified in lieu of benefits.
- (j) Casuals shall apply for vacation with a request for an LOA a copy of which shall be forwarded to the shop steward. Requests for vacation LOA's shall not be unreasonably withheld.
- (k) **Casual Employment to Full Time**

It is agreed that when a casual employee is promoted to full time, the number of hours accrued as a casual will be credited to the qualification to benefits (including vacation entitlement). In other words, if a casual has worked one thousand one hundred twenty five (1,125) hours, they would only have to work an additional three hundred seventy five (375) hours to qualify for full benefits. Immediately upon moving from casual to full time the premium paid to casual shall not apply. On the other hand, if a casual employee has over one thousand five hundred (1,500) hours of service and is promoted to full time they would be eligible for benefits as soon as they are appointed to the full time position.
- (l) The above reference to casual operators shall include all casual employees and casual classifications shall apply where applicable.
- (m) Casual office staff that are promoted to full time, the number of hours accrued as a casual will be credited to the qualification for benefits (including vacation entitled). The basis for the calculation shall be one thousand five hundred (1,500) hours.
- (n) After accumulating two hundred (200) hours, casual operators at their option shall have the opportunity to apply to be trained for both conventional and HandyDART, in order to increase their casual hours.
- (o) Casual hours in the office will be rotated amongst the office casuals with the equal distribution of available work.

O 4.06 COMPRESSED WORK

Housekeeping

Notwithstanding the foregoing, the Employer may institute shifts that entail four (4), ten (10) hour days per week with three (3) consecutive days off or with two (2) consecutive days off with a third (3<sup>rd</sup>) as a floater.

Where ten (10) hour shifts are implemented, any reference (Article O 5) to overtime pay after eight (8) hours shall be deemed to be after ten (10) hours.

Should the Company implement compressed work/shifts, it will not result in the lay-off of any full-time employees or their displacement to casual. The Runs Committee will participate in the development of any compressed work/shifts.

Only by mutual agreement of the Employer and the Union, will other alternate shift schedule arrangements be introduced in which case the Runs Committee will participate in the development of the shift schedule.

O 4.07 CASUAL EMPLOYEES DAYS OFF

Casual employees will sign for one (1) day off each week by company seniority. The Company will allocate the number of spaces to be signed on each day of the week. There will be no embargo on any day of the week; however, there may be a different allotment on each day of the week. This day off sign up will be posted at each regular sign up and will be in effect for the life of the sign up.

Casual employees will have the option to sign for an additional day off each week. This election will be made in advance of each regular sign up and will be in effect for the life of the sign up. Employees who elect to sign for two (2) days off per week shall be credited with six (6) hours worked for the second day off for equalization purposes. Employees will sign for their additional day off after the sign-up of the first day off is complete.

When a casual driver books off a day during the week, the hours that the casual driver would have been assigned on that day will count towards the equalization for the driver for that week.

**This will not apply to Employees that book-off due to illness, WorkSafe or emergent personal needs. Documentation may be requested for verification. SEE LOU #11**

O 4.08 INCLEMENT WEATHER

A casual driver assigned an indexed run or tripper, will be paid the full run for the day in the event the run is cancelled because of inclement weather.

O 4.09 LACK OF EQUIPMENT

When no work is available for an employee due to equipment breakdown or lack of equipment, the employee will be paid for all assigned hours for that day.

O 4.10 COMPLETION OF ACCIDENT/INCIDENT REPORTS

Employees required to complete an accident or incident report, as a result of an accident or incident occurring during working hours, shall be paid thirty (30) minutes at straight time rates for each report. These reports must be submitted to the office within one (1) hour of the completion of the shift. Requests made during off-duty hours must be submitted to the Company within two (2) hours.

ARTICLE O 5 - OVERTIME

O 5.01 OVERTIME

Overtime rates shall be paid for all work performed as follows:

- (a) One and a half (1.5) times the regular rate for any work in excess of eight (8) hours, excluding MIT and makeup, in any one (1) day.
  - (i) Employees working on a statutory holiday shall receive 1.5 times the regular rate of pay for work of eight (8) hours or less excluding MIT or travel time, in any one day. Makeup time shall not be paid if applicable.
  - (ii) Employees working on a statutory holiday shall receive two (2) times the regular rate of pay for work in excess of eight (8) hours excluding MIT or travel time, in any one (1) day.
  - (iii) Employees working on Christmas Day shall receive two (2) times the regular rate of pay for all work including MIT but excluding any make-up time if applicable.
  - (iv) Employees working on a statutory holiday that falls on a Sunday shall receive two (2) times the regular rate of pay for all work excluding MIT, travel time or makeup.
- (b) Two (2) times the regular rate for any work in excess of twelve (12) hours, excluding MIT and makeup, in any one (1) day.
- (c) Call Time
  - (i) An employee called in on his/her work day shall receive a minimum of two (2) hours at one and a half (1.5) times the straight time rate.
  - (ii) On an employee's day off, he/she shall be paid one and a half (1.5) times the straight time rate for all time worked, excluding MIT, and the minimum pay shall be the equivalent of four (4) hours at straight time rates. After four (4) hours the rate shall be two (2) times the employee's rate of pay, excluding MIT.

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- (d) Employees may bank overtime pay (exceeding ten (10) minutes a day) to be taken in pay or equivalent time off. Time off shall be granted at the discretion of the Company, keeping in mind the availability of casual operators. Employees must indicate on their overtime slips their desire to bank any overtime.
- (e) All **scheduled** overtime shall be offered first to regular full time employees who are on the overtime roster and then to the casual employees, **then form the top of the list of that classification.**
- (f) An employee working the New Year's Eve extended service shall be paid one and a half (1.5) times the regular rate for all hours worked except MIT, and shall in addition be given the equivalent time off for all time worked.
- (g) Employees on the overtime roster that are already working will be called before those who are on a day off.
- (h) At the Company's discretion, and where the Company deems it necessary that overtime shall be worked by regular full-time employees, **such overtime shall be offered by seniority.** Employees including service and mechanical personnel interested in working overtime shall make their intentions known on a sheet provided for this purpose at each sign up including any exceptions as to their availability at sign up, which shall be available at all times. Operators showing their availability for overtime may refuse for any reason and overtime shall be voluntary, however, if an employee turns down overtime three times during the term of the sign up their name shall be removed from the list. Casuals accepting overtime shall not have those hours applied, for the purpose of the next day's work. Employees wishing to work overtime in the service bay must be qualified.
- (i) Where an operator makes a claim for overtime, the employer shall accept or deny the claim, but in any circumstance the Operator shall be notified of the decision in writing should the overtime claim be denied.
- (j) **Straight time** will be paid for incidental unscheduled overtime of seven (7) minutes or less, however when unscheduled overtime does occur, it shall be paid out at a minimum of fifteen (15) minutes at straight time rates. For unscheduled overtime exceeding fifteen (15) minutes overtime rates shall apply. Notwithstanding the forgoing if an employee has makeup time in their index no additional time shall be paid until the scheduled and unscheduled time exceeds eight (8) hours.
- (k) Effective date of ratification drivers who miss their return bus or cannot make a connection within fifteen (15) minutes to the shop due to a missed connection or unavailability may submit an additional travel time slip which shall be paid at straight rates as additional travel time.

ARTICLE O 6 - PROMOTIONS

O 6.01 RELIEF SUPERVISOR

From time to time, a Relief Supervisor may be utilized to provide relief for Management personnel, selected from the Bargaining Unit. Members filling such positions are subject to the following provisions:

- (1) The relief supervisor will not be involved in formal discipline. **A steward that is being utilized as a relief supervisor will not be permitted to be the steward, for an incident, that may possibly lead to discipline, that occurred during the time that they were acting as a relief supervisor.**
- (2) The relief supervisor, when relieving management, will work a full shift as a Relief Supervisor and will not work as an Operator except in cases of emergency;
- (3) Shifts will be rotated from the pool of relief supervisors. Days off may be changed to provide relief, in which case a Casual will fill in for the operator shift vacated. A Relief Supervisor working their day off may bank the day at straight time for use at a later date or added to their regular pay;
- (4) The relief supervisor will be paid forty (40) hours at the Operator rate of pay plus a three dollar (\$3.00) premium for hours worked as relief. All overtime rates will apply (except as per #3);
- (5) This position will not be used to fill the "Acting Maintenance Coordinator" position.

O 6.02 VACANCIES

Job vacancies shall be posted on bulletin boards for five (5) working days in order that employees may apply, except that the Company may assign an employee to the posted position before the posting expires. This does not preclude the Company at the time of the posting from advertising outside the organization.

ARTICLE O 7 - WAGE RATES

O 7.01 SPREAD-OVER PAY

The Operator's 1 rate of pay shall apply for each hour or portion thereof in excess of ten (10) hours and shall be calculated at the rate of Operator 1 plus twelve and one half percent (12.5%) for every hour in excess of ten (10) hours and this premium shall not attract overtime.

O 7.02 OFFICE CLERK

An Office Clerk who replaces an Accounting Clerk for vacation relief or for illness shall be paid the accounting clerk rate of pay.



**Office clerical staff shall be paid the Dispatch rate for all hours worked on Saturdays.**

O 7.03 DRIVER TRAINER RATE

A driver trainer so designated by the Company shall, in addition to his/her hourly rate of pay, receive two dollars **and fifty cents (\$2.50)** per hour for each hour they are training.

O 7.04 **LINE** TRAINERS

- (a) Working driver trainers, so designated by the Company, shall receive a premium of one dollar and **fifty cents (\$1.50)** per hour while so employed, with a two (2) hour minimum.
- (b) Working driver trainers must have been employed as an operator for a minimum of twelve (12) months and not have had a preventable accident for a period of six (6) months.
- (c) Working driver trainers will familiarize trainees in revenue service with routes, timing points, fares and transfers. At times when authorized by the Company, working driver trainers will allow trainee operators to operate in revenue service.
- (d) The Company agrees that an employee is not compelled to train new employees and no disciplinary action will be taken if he/she refuses to train new employees.

O 7.05 SERVICE PERSON TRAINER

A serviceman trainer so designated by the Company shall, when so employed as required by the Company, receive the operator's rate.

O 7.06 COMMUNITY BUSING

- (a) Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats, not requiring an air brake endorsement (15), unless otherwise mutually agreed by the parties.

Conventional transit is all service provided by vehicles that have twenty-five (25) or more seats, unless otherwise mutually agreed by the parties.

- (b) The Company agrees that it will maintain thirty-eight (38) conventional full time indexes, which shall be paid at the conventional rates of pay, subject to any reduction in revenue hours provided by BC Transit. The thirty-eight (38) conventional positions are not subject to reduction due to resignations or retirements of conventional full time employees. In other words if an employee retires the Company will continue to provide thirty-eight (38) full time conventional indexes subject only to a reduction in revenue hours provided by BC Transit.
- (c) The Company may construct shifts combining conventional and community bus service and the rate of pay shall be based on the hours of each service (for example a shift may be constructed composed of five and one half (5.5) hrs conventional and two and one half (2.5) hours community bus rate).

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- (d) The Company agrees that if a conventional bus is operated in a community bus application the conventional rate of pay shall apply.
- (e) It is the Company's intent with respect to any future community bussing for the work to be placed on the conventional side of the operation.
- (f) During the current term of the Collective Agreement Community bus service will be scheduled on a fixed route system with off route service which time must be provided in the schedule.

O 7.07 SHIFT DIFFERENTIAL

Shift differential for transit operators referenced in Article **0 7.07** shall be paid at the Operator 1 rate of pay and shall constitute the shift differential.

O 7.08 INTERIOR BUS OPERATOR

If the Interior Bus Operator is required to be away from their home terminal overnight the Operator shall receive the cost of Lodging and **twenty dollars (\$20.00)** per meal (three (3) meals per day).

ARTICLE 08 - MINIMUM PAY FOR SHORT PIECES OF WORK

O 8.01 TWO (2) HOUR PIECE OF WORK

An operator (including a casual operator) working a piece that is less than two (2) hours, including MIT, shall be paid a minimum of two (2) hours.

O 8.02 MORE THAN ONE (1) PIECE OF WORK

An operator working an index that has more than one (1) piece of work in it, where one (1) or more pieces are less than two (2) hours, will be paid a minimum of two (2) hours unless the pay is from the start to finish of the shift uninterrupted, and provided that the split exceeds one (1) hour.

O 8.03 ADDITIONAL WORK

Where a scheduled shift is finished and the Company requests that the operator continue past the scheduled work, the minimum pay for such continuance shall be two (2) hours at the hourly rate of pay. If the overtime provisions in Article **0 5** exceed the minimum two (2) hour pay, then the overtime provisions of Article **0 5** shall apply for all time worked.

O 8.04 NO RELIEF

Operators who finish their scheduled run and have no relief shall:

- (a) Call their supervisor to advise that their relief did not show.
- (b) If the Company requests that an operator continue, then the provisions of Article **O 8.03** shall apply.
- (c) If the operator does not wish to continue, he/she shall go to the run terminus (if they are not there) and return to the garage with sign "Out of Service". He/she shall be paid overtime at one and one half (1.5) times his/her hourly rate for the time over his/her scheduled run only.

ARTICLE O9 - MECHANICAL INSPECTION TIME AND TRAVEL TIME

O 9.01 PRE TRIP INSPECTIONS

In addition to the scheduled time, ten (10) minutes MIT shall be paid at the beginning of each index provided the bus has not previously had a MIT performed on it that day and eight (8) minutes Travel Time (TT) shall be paid at the end of each index, except that TT will not be paid to any operator who books off mid shift. TT and MIT shall be paid once a day per index only. All MIT shall be stipulated on the indexes and shall, at the start of the indexes, be deemed as the time operators are to report for work. Where an operator starts and finishes his/her index in the same location with no split in the index, TT will not be paid. In addition to the running time on a shift where a bus is returned to the yard or when it is left unattended two (2) minutes shall be paid as a post trip inspection. Further, three (3) minutes shall be allocated to a run where a bus is taken over on route for the purposes of adjusting mirrors, seats and do a quick walk around their bus.

O 9.02 TIME TO BUILD A DAY

MIT and TT shall accrue to building up an employee's daily eight (8) hour pay minimum, and also to the weekly forty (40) hour pay minimum provided for in this Agreement. Otherwise, all such reporting time shall be considered as time worked and shall be paid for accordingly at straight time rates.

O 9.03 EIGHT (8) HOURS REST

All Operators shall receive an eight (8) hour rest period between an evening and morning shift.

O 9.04 INDEX CONSTRUCTION

No run may be designed and posted for sign up exceeding twelve (12) hours total elapsed time.

O 9.05 EMPLOYEE PARKING

The Employer will pay for eight (8) parking spots for employees at Fountain Tire or Lansdowne Village area. For drivers who do not start and finish work at the same location after 19:00 hours, the Company will either cut the runs so that the shifts start and end at the same location, pay thirteen (13) minutes travel time or provide transportation for drivers.

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

### O 9.06 MECHANICAL INSPECTION TIME AND TRAVEL TIME

It is agreed that Travel Time in the Collective Agreement applies to relief points at:

- (a) Lansdowne Exchange
- (b) Crestline and Fleetwood
- (c) Parkcrest and Singh
- (d) TRU Transit Exchange
- (e) Northshore (Sydney Street) Exchange

It is further understood that in the event that additional relief points are established by the Company or BCT, with no expansion of service, transportation will be provided and/or travel time to and from these additional points may be negotiated.

### ARTICLE O 10 - SPREAD-OVER PAY

#### O 10.01 SPREAD-OVER PREMIUM

A premium of twelve and one half percent (12.5%) of the regular hourly rate will be paid for each hour or portion thereof of spread-over. Spread-over shall be paid at the Operator 1 rate of pay and that shall constitute the twelve and one half percent (12.5%) premium.

#### O 10.02 DEFINITION OF SPREAD-OVER

Spread over is the time in excess of ten (10) hours from the beginning of the first piece of work to the end of the last piece of work including pre trip and post trip for an eight (8) hour shift and spread-over shall apply after twelve (12) on a ten (10) hour shift.

#### O 10.03 DEFINITION OF TOTAL ELAPSED TIME

Total elapsed time is the time from the report time for an employee's first piece of work until the finish time of an employee's last piece of work including pre trip and post trip time.

### ARTICLE O 11 - SENIORITY ROSTERS

#### O 11.01 SENIORITY ROSTER

Seniority rosters will be posted on a bulletin board accessible to all employees and brought up to date each three (3) months. Protests with respect to such seniority rosters must be made within thirty (30) days of such posting; otherwise the rosters shall stand as correct.

ARTICLE O 12 – VACATION

O 12.01 VACATION SIGN-UP

A Union sheet sign-up person will conduct the vacation sign up and will be paid up to thirty-two (32) hours at straight time rates. The following procedures will apply to the sign-up for annual vacations:

- (a) All annual vacations will start on Sunday and end on Saturday.
- (b) Operators will keep their regular days off prior to and after vacations, subject to signed indexes and spareboard rules.
- (c) The Company shall post no later than February 1<sup>st</sup> of each calendar year a vacation planner.
- (d) Employees will be assigned a date and time for sign up. Employees will bid in seniority order either in person, by phone or by proxy. The vacation sign up will be completed by March 15<sup>th</sup>.

If an employee (mechanic, driver, office, wash bay) hasn't signed their holidays by their sign up date and time and has not left their choice of holidays with the sheet signup person, then the sheet signup person will assign holidays the same as possible to those chosen the previous year.

- (e) No change shall be permitted after sign-up has started (defined as after the first person has signed) without the approval of the Union and the Company.
- (f) A member shall use all accrued annual vacation entitlement, banked stat and floater stat time and shall not be paid out.

O 12.02 VACATION RESCHEDULED

A vacation shall not be re-scheduled or extended except in the case of a disability or illness which begins prior to the commencement of a vacation, or except in the case of an employee being required to attend court as a juror or witness for the Crown, then the vacation will be re-scheduled on request if the Company deems work arrangements permit. If it is not practical to re-schedule a vacation, then the employee shall receive pay in lieu of vacation. An employee must present a medical certificate on the prescribed form. In all cases, the Company will advise the Union before rescheduling or deferring vacations.

O 12.03 VACATION BY SENIORITY

Choice of vacation periods will be on a seniority basis, subject the Company's right to determine how many employees may be on vacation at one time. Wherever possible, vacations shall be signed up by March 15<sup>th</sup>. The annual vacation period will be between the first (1<sup>st</sup>) Sunday in April and the week beginning with the last Sunday in March the following year.

SECTION "M"

MAINTENANCE

**IT IS THE INTENTION OF THE PARTIES TO ESTABLISH A MAINTENANCE SECTION ONLY FOR THE PURPOSES OF IDENTIFYING ITEMS THAT ARE SPECIFICALLY FOR MAINTANCE EMPLOYEES. ALL ARTICLES WILL BE RENUMBERED. ALL OTHER ARTICLES AND LOU'S APPLY**

ARTICLE M 1 - CLASSIFICATION OF MAINTENANCE EMPLOYEES

M 1.01 JOURNEYMEN

Journeyman mechanics shall be required to undertake completion of mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, he/she may be called upon to do casual work in other classification. However, he/she will not be used to supplement the operating staff and such temporary assignments shall not affect his/her classification or rate of pay.

M 1.02 NON-JOURNEYMEN

Non-journeymen mechanics shall be required, under the direction and/or supervision of journeyman mechanic(s), to undertake completion of mechanical work as assigned and shall be qualified to operate equipment. On occasion, in an emergency, he/she may be called upon to do casual work in other classifications. However, he/she will not be used to supplement the operating staff and such temporary assignments shall not affect his/her classification or rate or pay.

- (a) It is agreed that an apprentice mechanic will accrue mechanical classification seniority from their date of hire, but are not permitted to sign a shift until successful completion of their Interprovincial Red Seal.

The Company agrees that assigned apprentice shifts shall be rotated through all available shifts to ensure thorough training in all aspects of the operation. The shifts shall be changed at least every second sign-up.

In the event that an apprentice is unsuccessful and does not pass the Red Seal Certification exam, the apprentice will be allowed a period of nine (9) months following the original exam to successfully pass the Red Seal exam.

Should the apprentice fail to pass within the nine (9) month time frame, the apprentice will be terminated.

- (b) Any employee who wishes to avail themselves of any educational program that is deemed a benefit to the employee and the Company shall upon successful completion have any expenses (course cost and books) up to a maximum of one thousand dollars (\$1,000.00) reimbursed. The employee must have the prior approval of the Company that the course has benefit to the Company.

M 1.03 SERVICEMEN

Servicemen shall be qualified to perform the following work: lubricating (excluding oil changes or brake adjustments) and fuelling vehicles; washing, polishing and cleaning vehicles, parts, units and equipment; checking tires, lights and seats; and general utility work, and assist mechanics as required.. He/she shall be required to maintain necessary records and be qualified to operate equipment.

M 1.04 APPRENTICE

**Apprentice** mechanics shall be required, under the direction and/or supervision of journey**person** mechanic(s), to undertake completion of mechanical work as assigned and shall be qualified to operate equipment.

- (a) **Apprentices** are not permitted to sign a shift until successful completion of their Interprovincial Red Seal.
- (b) **Upon successful completion of the Apprenticeship Program, the apprentice will be given a credit, to a maximum of four (4) years, for seniority back to the date he/she commenced his/her apprenticeship with First Transit — Kamloops, and will be assigned the first open Fulltime position as a Journeyman mechanic.**
- (c) The parties agree that there is no guarantee of the availability of a position upon completion of the Apprenticeship program. In such instances the **apprentice** mechanic(s) will be placed in the casual mechanic's pool until a fulltime position becomes available.

Apprentices will exercise their seniority within the apprentice position. Where a reduction in number is required, the last hired or classified as an apprentice shall be the first to be laid off and the last laid off shall be the first to be recalled.

Note: Current Apprentices are bound by the 2014 CBA Apprentice Seniority Language.

**Provincial Apprenticeship Legislation**

Where there is a government recognized apprenticeship in British Columbia, the provincial apprenticeship legislation shall govern the Apprenticeship Program. However, where an agreement exists between the parties that provides for conditions and benefits over and above the legislation, the terms of the agreement shall prevail so long as they are in compliance with the legislation.

**Anytime during the first eighteen months in the Apprenticeship program, the Apprentice will be assigned a work schedule at the discretion of the employer.**

**After the Apprentice has completed eighteen (18) months within the Apprenticeship Program, he/she shall be rotated through all shifts as detailed in M-2.03, to ensure thorough training in all aspects of the operation. The shifts shall be changed at least every second sign-up.**

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

In the event that an apprentice is unsuccessful and does not pass the Red Seal Certification exam, the apprentice will be allowed a period of nine (9) months following the original exam to successfully pass the Red Seal exam.

Should the apprentice fail to pass within the nine (9) month time frame, the apprentice may exercise their seniority to revert back to their previous classification, if any apply. If there is no previous classification applicable, then the apprenticeship will be concluded.

M 1.04.1 Any employee who wishes to avail themselves of any educational program that is deemed a benefit to the employee and the Company shall upon successful completion have any expenses (course cost and books) up to a maximum of one thousand dollars (\$1,000.00) reimbursed. The employee must have the prior approval of the Company that the course has benefit to the Company.

### M 1.05 HELPERS

Serviceman's helpers may be only partially qualified for Serviceman's duties and shall assist mechanics and servicemen as required.

### M 1.06 SHIFT CHANGE

Maintenance personnel shall not have their shifts changed without at least one (1) weeks' notice. However, if an event arises beyond the Company's control, shifts may be changed without notice. Every attempt will be made to provide as much notification as possible. Servicemen shall sign for their work in conjunction with the operators sign-up, and the sign-up shall be for the choosing of shifts and days off only.

### M 1.07 MECHANICAL VACATED SHIFTS

If a shift is vacated due to vacation, illness, or WI / LTD and the Company determines that the shift needs to be filled, the mechanics junior to the position may sign for that shift in order of seniority in weekly blocks for the duration of the absence. If a move occurs then the next senior person may sign for the moved position and so on until all shifts are filled.

### M 1.08 MECHANICAL SHIFT CONSTRUCTION

The Company shall determine the mechanical coverage and resulting shifts necessary to effectively and efficiently maintain the fleet. The Company will implement shifts in consultation with the mechanical staff. In the event that alternative shift coverage meets the Company's requirements, the determination of which shifts will be implemented shall be determined by the Union and Mechanical Staff.

## ARTICLE M 2 – STATUTORY HOLIDAYS

### M 2.01 STATUTORY HOLIDAYS

**All Statutory Holiday work will be offered first to Employees who are regularly scheduled to work that day, then Employees who are scheduled on a regular day off. The Employer will**



**designate how many AM/PM shifts will be required. Employees normally working an AM shift will sign available AM shifts based on seniority and the same will apply for available PM shifts.**

**M 2.02 QUALIFYING CONDITIONS**

**The employees must have completed his/her probationary period and must have worked ten (10) of the thirty (30) days preceding such holiday unless failure to work was due to any of the following events**

**M 2.03**

**When a statutory holiday falls during an employee's vacation the employee may request two (2) weeks in advance of his/her vacation that an additional day with pay be added to his vacation and the Company will approve subject to operational requirements. Employees will have the option of banking a lieu day or being paid out.**

ARTICLE M 3 – WAGE PREMIUMS

**M 3.01 SUNDAY EVENING LEAD HAND**

**A mechanic who is working a shift where they are the acting 600 shall be paid the appropriate rate.**

**M 3.02 SHIFT DIFFERENTIAL**

**Defined work between 6:00 pm and 4:30 am shall be subject to a premium of forty cents (\$.40) per hour. This premium shall not attract overtime.**

**M 3.03**

**Where the Company is required by WorkSafe BC to provide First Aid Attendants during working hours they will receive a premium of two dollars and twenty five cents (\$2.25) per hour for those hours worked as the designated attendant on duty.**

**M 3.04 OVERTIME**

All employees who qualify shall be paid one and one half (1.5) times their hourly rate of pay for all hours worked. Any applicable premiums will be paid but will not attract overtime (no premium on a premium).

ARTICLE M 4 - SAFETY EQUIPMENT

**M 4.01 HARD HATS**

The Company will supply hard hats.

M 4.02 MAN DOWN ALARM

Man down alarms will be provided to "garage employees" working alone.

ARTICLE M 5 - TOOLS

M 5.01 TOOL ALLOWANCE

Effective date of ratification all qualified journeymen and apprentice mechanics after the completion of their probationary period shall be credited seventy-five dollars (\$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.

M 5.02 BREAKAGE AND INSURANCE

If mechanics break 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 (video dated) of their tool inventory. The Company shall carry insurance on mechanics tools with minimum coverage of twenty thousand dollars (\$20,000) per mechanic with an individual tool replacement maximum of seven hundred and fifty dollars (\$750.00).

ARTICLE M 6 - CLOTHING

M 6.01 COVERALLS

Coveralls and winter jackets will be supplied by the Company to maintenance employees.

M 6.02 RUBBER GLOVES FOR SERVICEMEN

Rubber gloves with liners will be supplied for use by servicemen on the basis of two (2) pair, twice per year.

The Company agrees to provide Neoprene lined gloves for HandyDART operators on the basis of one (1) pair per year.

M 6.03 NITRIL GLOVES FOR MECHANICS

Appropriate gloves will be supplied for use by mechanics on the basis of two (2) pair per year or more often if required.

## Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

### M 6.04 CASUAL SERVICEMEN

The Company shall provide a set of insulated gloves, insulated coveralls and rubber boots for the casual serviceman which shall be stored in two (2) lockers and accessed as needed and replaced on proof of need.

### M 6.05 SERVICEMEN HEADLAMPS

The Company will supply Headlamps and batteries to all servicemen employees.

### M 6.06 SAFETY BOOTS

The Company will, upon presentation of a receipt, reimburse up to **three hundred dollars (\$300)** for all mechanics and other maintenance personnel, towards the purchase of one (1) **pair** of approved safety footwear on original purchase and on replacement with proof of necessity. This allowance shall not apply to the cost of resole or heeling.

**The Company will, upon presentation of a receipt, reimburse up to one hundred dollars (\$100) for all maintenance personnel, towards the purchase of one (1) pair of approved rubber boots on original purchase and on replacement with proof of necessity.**

Servicepersons to receive a rubber apron paid for by the Employer. The Company will supply winter safety shoes every three (3) years, or on a proof of need basis. In addition, the Company shall provide rain jackets for full-time Mechanics and Servicemen.

Note: This discontinues any past practice relating to this clause.

## ARTICLE M 7 – HOURS OF WORK

### M 7.01 NORMAL WORK WEEK FOR GARAGE

Normal work week for garage employees, mechanics and wash bay employees shall be five (5) days, forty (40) hours with consecutive days off. Except mechanics who are on the floater shift and as a result of shift change may work in excess of seven days straight may request to switch a day off provided it does not fall on a day where they would normally be the only person working on that shift (i.e. Saturday, Sunday). When mechanical shifts of ten (10) hours, four (4) days a week are implemented in accordance with Article **M 1.08**, the work week will be four (4), ten (10) hour days with three (3) consecutive days off. Where it is not possible to provide three (3) consecutive days off, the shift may be developed with split days off provided that two (2) rest days are consecutive. Garage employees on an 8 (eight) hour day will have two (2) fifteen (15) minute rest periods in each full shift. On a ten (10) hour day garage employees will have two (2) twenty (20) minute rest periods. Garage employees will have a one half (½) hour unpaid lunch break.

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

APPENDIX A - WAGES

WAGES

<b>Effective April 1, 2017</b>	<b>Start</b>	<b>500 Hrs</b>	<b>1500 Hrs</b>	<b>FT Hrs</b>
Operator 1	\$23.91	\$25.09	\$27.41	\$26.85
Community Bus Operator	\$22.27	\$22.96	\$25.50	\$23.74
Dispatcher	\$18.66	\$19.64	\$22.79	\$22.36
HandyDART Operator	\$19.26	\$20.24	\$23.06	\$22.61
Journeyman Mechanic	\$30.86	\$32.03	\$35.29	\$34.61
Serviceman	\$21.76	\$22.90	\$25.28	\$24.72
Casual Clerk	\$17.60	\$18.80	\$20.00	

	<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>
Accounting Clerk	\$20.62	\$21.93	\$24.20
Office Clerk	\$18.19	\$19.46	\$21.76

<b>Effective April 1, 2018</b>	<b>Start</b>	<b>500 Hrs</b>	<b>1500 Hrs</b>	<b>FT Hrs</b>
Operator 1	\$24.24	\$25.44	\$27.79	\$27.23
Community Bus Operator	\$24.05	\$24.80	\$27.54	\$25.64
Dispatcher	\$18.99	\$19.98	\$23.19	\$22.75
HandyDART Operator	\$19.65	\$20.64	\$23.52	\$23.06
Journeyman Mechanic	\$31.79	\$32.99	\$36.35	\$35.65
Serviceman	\$22.14	\$23.30	\$25.72	\$25.15
Casual Clerk	\$17.91	\$19.13	\$20.35	

	<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>
Accounting Clerk	\$20.98	\$22.31	\$24.62
Office Clerk	\$18.51	\$19.80	\$22.14

<b>Effective April 1, 2019</b>	<b>Start</b>	<b>500 Hrs</b>	<b>1500 Hrs</b>	<b>FT Hrs</b>
Operator 1	\$24.58	\$25.80	\$28.18	\$27.61
Community Bus Operator	\$24.58	\$25.80	\$28.18	\$27.61
Dispatcher	\$19.32	\$20.33	\$23.60	\$23.15
HandyDART Operator	\$20.04	\$21.05	\$23.99	\$23.52
Journeyman Mechanic	\$32.74	\$33.98	\$37.44	\$36.72
Serviceman	\$22.53	\$23.71	\$26.17	\$25.59
Casual Clerk	\$18.22	\$19.46	\$20.71	

	<b>1st year</b>	<b>2nd year</b>	<b>3rd year</b>
Accounting Clerk	\$21.35	\$22.70	\$25.05
Office Clerk	\$18.83	\$20.15	\$22.53

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

SHIFT DIFFERENTIAL

**Defined work between 6:00 pm and 4:30 am shall be subject to a premium of forty cents (\$1.40) per hour. This premium shall not attract overtime.**

SUNDAY TRANSIT

- (a) **All employees working** on a Sunday will be paid at straight time hourly rate, plus a premium of one dollar and fifty cents (\$1.50) per hour for all time worked, excluding MIT and any Travel Time.
- (b) An employee working overtime on a Sunday will be paid overtime rates in accordance with Article **05** of the Collective Agreement.
- (c) Intent: An employee working overtime will be paid overtime rates based on his/her straight time hourly rate. He/she will not be paid overtime rates compounded on the one dollar and fifty cent (\$1.50) premium.

**BUS PASSES**

**Employees will be entitled to ride fixed route service upon presentation of Company issued photo identification.**

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

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John Peck  
RVP First Transit Canadian Operations

---

Nate Shier  
Local 114 Representative

---

Chris Batty  
Director Labour Relations

---

Ann Cody  
Bargaining Committee

---

Larry Cundari  
Bargaining Committee

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Dave Bierwirth  
Bargaining Committee

---

Kevin Pryor  
Bargaining Committee

---

Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #1

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: VACATION EXCHANGE

On a trial basis for the life of the Collective Agreement, an employee shall be allowed to trade vacation time with another employee, subject to the approval of the union and the Company. The employee seeking a trade will offer the trade in seniority order to employees who hold the relevant week(s). Requests for vacation trades must be submitted before each sign up is posted. It is expected that this provision will be incorporated into the Collective Agreement unless there are serious objections from either party.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

\_\_\_\_\_  
Ann Cody  
Bargaining Committee

\_\_\_\_\_  
Larry Cundari  
Bargaining Committee

\_\_\_\_\_  
Dave Bierwirth  
Bargaining Committee

\_\_\_\_\_  
Kevin Pryor  
Bargaining Committee

\_\_\_\_\_  
Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #2

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: SABBATICAL LEAVE

An employee with ten (10) years or more seniority may choose to work for a period of two (2) years at eighty percent (80%) and take a paid leave of absence in which they will be paid eighty percent (80%) of their salary for six (6) months. Time for leave must be accrued prior to leave being granted. The employee will:

- (a) Receive all health care benefits on the same cost sharing basis during the accumulation period and the sabbatical leave
- (b) Receive only eighty percent (80%) of their wages
- (c) Accrue seniority
- (d) Receive RRSP contribution during the two year accumulation period
- (e) Once an employee commences their sabbatical leave they will not be eligible for WI or LTD benefits during the period of the sabbatical leave but will be eligible on the effective date of their planned return.
- (f) Statutory holiday pay will not be applicable.**

Only one person in each classification except mechanics will be off on sabbatical leave at the same time. (Conventional drivers, HandyDART drivers and casual drivers are considered separate classifications for this purpose.) Additional requests may be approved subject to operational requirements.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

\_\_\_\_\_  
Ann Cody  
Bargaining Committee

\_\_\_\_\_  
Larry Cundari  
Bargaining Committee



Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

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Dave Bierwirth  
Bargaining Committee

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Kevin Pryor  
Bargaining Committee

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Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #3

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: EXCEPTION TO ARTICLE **09.04** INDEX CONSTRUCTION AND ARTICLE **010.02** DEFINITION OF SPREADOVER

Solely for the purpose of creating more straight 8 (eight) hour indexes and fewer splits the total elapsed time may exceed twelve (12) hours by a maximum of fifteen (15) minutes. The time worked in excess of twelve (12) hours shall be paid at double time overtime times the driver's regular rate.

By mutual agreement between the Company and the Union in accordance with Article **04.06**, alternate shifts may be implemented such as ten (10) hours shifts with thirteen and one half (13.5) hours total elapsed time without an overtime penalty. The benefit of these shifts is to provide more consecutive days off for drivers.

This arrangement will be on a trial basis for the life of the Agreement. However the arrangement may be cancelled by either party with sufficient notice for the next sign up.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

\_\_\_\_\_  
Ann Cody  
Bargaining Committee

\_\_\_\_\_  
Larry Cundari  
Bargaining Committee

\_\_\_\_\_  
Dave Bierwirth  
Bargaining Committee

\_\_\_\_\_  
Kevin Pryor  
Bargaining Committee

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

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Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #4

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: PART-TIME SHIFTS

The Company agrees to establish up to two (2) regular part-time conventional/community bus indexes which will be placed on the sign-up sheet subject to the following:

1. The two shifts established shall not be less than four (4) hours and not more than six (6) hours including travel and mechanical inspection time and shall be designed within an eight (8) hour spread.
2. The shifts will be bid in seniority order.
3. This will not reduce the number of full-time indexes.
4. These two regular part-time positions shall be eligible for the same benefits as regular full-time employees except that the cost of the same shall be shared on a fifty percent (50%) employee fifty percent (50%) employer basis.
5. These two regular part-time positions shall be entitled to the RRSP provisions of the Collective Agreement.
6. An employee who signs one of these two shifts shall retain their vacation percentage rate as per their full time seniority. For example if an employee with ten years seniority signs the work they will continue to receive vacation pay for all time worked at their eight percent (8%) rate and would receive ten percent (10%) after thirteen (13) years as provided in this agreement.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

\_\_\_\_\_  
Ann Cody  
Bargaining Committee

\_\_\_\_\_  
Larry Cundari  
Bargaining Committee

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

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Dave Bierwirth  
Bargaining Committee

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Kevin Pryor  
Bargaining Committee

---

Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #5

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: IHA SERVICE

1. In addition to the HandyDART operator rate the Company agrees to pay a premium of one dollar and twenty-eight cents (\$1.28) per hour (to which any overtime shall not apply) for the out of town services provided for the Interior Health Services.
2. The IHA service shall be defined as time worked from garage to garage solely for the purpose of transporting IHA designated IHA client service and is used as a regular HandyDART bus in the greater Kamloops area the premium shall not apply.
3. In the event of weather, road conditions or mechanical breakdowns and the driver is unable (subject to approval of management) to return to Kamloops and has to stay overnight in a location other than Kamloops the Company shall reimburse the employee in accordance with Article **O 7.08**.
4. The Company agrees to create an additional full time position which includes the IHA service and whose weekly hours shall include other HandyDART service requirements within the Kamloops area to which no premium shall apply.
5. Article **G 10.03** shall apply in the event that the IHA service decreases and the full time position is not justified.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

\_\_\_\_\_  
Ann Cody  
Bargaining Committee

\_\_\_\_\_  
Larry Cundari  
Bargaining Committee

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Dave Bierwirth  
Bargaining Committee

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

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Kevin Pryor  
Bargaining Committee

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Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #6

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: RRSP'S AND PENSION

The parties agree that within the first year of the agreement that the Union and the Company shall establish a committee to research the possibility of establishing a Pension Plan at FirstCanada ULC Coach.

The committee's terms of reference shall include the notion of establishing a Registered Pension Plan using existing funds, maximizing return and maximizing flexibility for those that wish to self-direct their contributions.

The committee shall report back to the membership once their research is complete and any decisions shall be subject to ratification by their respective principles.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

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Kevin Pryor  
Bargaining Committee

\_\_\_\_\_  
Gavin Davies  
Unifor National Representative



Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #7

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: DRIVERS REQUIRING TRANSPORTATION

From 6:00 p.m. to 7:00 p.m. (1800 to 1900 hours), any driver requiring transportation from the garage to Parkcrest and Singh may request transportation with a Company vehicle by the serviceman on duty.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

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Bargaining Committee

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Kevin Pryor  
Bargaining Committee

\_\_\_\_\_  
Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #8

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

RE: RUN CUTS AND SCHEDULING

While it is agreed and understood that the final responsibility for the construction of run cuts and schedules rests solely with FirstCanada ULC (the Company) subject to the provisions of the Collective Agreement, the Company will endeavour to maximize the percentage of straight runs unless there is a service design revision which, in the opinion of the Company necessitates an alternate run cutting strategy to meet the Company's operational requirements and service design.

The Company will provide the Union with details of impending service design changes and the Union agrees to provide the Company with its preference in regard to work assignments prior to the commencement of the run cutting process. Union preference in regard to work assignments will be one of the criteria upon which the new service will be cut.

The Company agrees that in the administration of this provision it shall make bona fide efforts to maximize straight time shifts and minimize the spread time within shifts to facilitate the work-life balance of employees.

In the event a dispute arises, from the interpretation of this Letter of Understanding the sign-up will proceed.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
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Director Labour Relations

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Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

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Dave Bierwirth  
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Kevin Pryor  
Bargaining Committee

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Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #9

Between: FIRSTCANADA ULC (KAMLOOPS)

And: Unifor LOCAL 114

**It is agreed that drivers required to wait at Lansdowne for the Parkcrest departure for transportation to return to the shop will be paid at regular rate for all waiting time in excess of fifteen (15) minutes. To qualify for this payment drivers must start the portion of the shift at the garage and finish at the Lansdowne Exchange.**

The Company agrees to provide eight (8) parking passes in the area of Lansdowne Village Exchange.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

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Bargaining Committee

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Gavin Davies  
Unifor National Representative

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

LETTER OF UNDERSTANDING #10

**Between: FIRSTCANADA ULC (KAMLOOPS)**

**And: Unifor LOCAL 114**

**RE: VIOLENCE IN THE WORKPLACE**

**This Committee will consist of the Violence in the Workplace Committee members and the Committee Occupational Health and Safety meetings will be extended for four (4) occasions per year to accommodate the Violence in the Workplace Committee.**

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2017.

For the Employer:

For the Union:

\_\_\_\_\_  
John Peck  
RVP First Transit Canadian Operations

\_\_\_\_\_  
Nate Shier  
Local 114 Representative

\_\_\_\_\_  
Chris Batty  
Director Labour Relations

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Dave Bierwirth  
Bargaining Committee

\_\_\_\_\_  
Kevin Pryor  
Bargaining Committee

\_\_\_\_\_  
Gavin Davies  
Unifor National Representative

LETTER OF UNDERSTANDING #11

**Between: FIRSTCANADA ULC (KAMLOOPS)**

**And: Unifor LOCAL 114**

**RE: CASUAL EMPLOYEES DAYS OFF**

**O 4.07**

Casual employees will sign for one (1) day off each week by company seniority. The Company will allocate the number of spaces to be signed on each day of the week. There will be no embargo on any day of the week; however, there may be a different allotment on each day of the week. This day off sign up will be posted at each regular sign up and will be in effect for the life of the sign up.

Casual employees will have the option to sign for an additional day off each week. This election will be made in advance of each regular sign up and will be in effect for the life of the sign up. Employees who elect to sign for two (2) days off per week shall be credited with six (6) hours worked for the second day off for equalization purposes. Employees will sign for their additional day off after the sign-up of the first day off is complete.

When a casual driver books off a day during the week, the hours that the casual driver would have been assigned on that day will count towards the equalization for the driver for that week.

**This will not apply to Employees that book-off due to illness, WorkSafe or emergent personal needs. Documentation may be requested for verification.**

**The parties agree that this Article was approved, in a previous round of bargaining, to address the manipulation of the spareboard. Furthermore; that this Article has addressed the manipulation of the spareboard.**

**The parties further agree that this has had an adverse effect on employees who book-off due to illness, WorkSafe or emergent personal needs. As such, there will be a postponement of hours that were assigned, counting towards the equalization of hours, when an employee needs to book-off due to the reasons listed above.**

**If at any time during the term of this contract there is a return of the manipulation of the spareboard either party may cancel this LOU with two (2) days' notice.**

Collective Agreement Between FirstCanada ULC (Kamloops) and Unifor Local 114

Agreed to this \_\_\_\_ day of \_\_\_\_\_, **2017**.

For the Employer:

For the Union:

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John Peck  
RVP First Transit Canadian Operations

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Nate Shier  
Local 114 Representative

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Chris Batty  
Director Labour Relations

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Gavin Davies  
Unifor National Representative