

Schedule 1

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Collective Agreement Between

MVT CANADIAN BUS
(hereinafter referred to as “the Employer”)

AND

Local 1724 of the Amalgamated Transit Union
(hereinafter referred to as “the Union”)

January 13, 2010 – December 31, 2013

14043 (01)

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PREAMBLE

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

The Parties to this Agreement share a desire to establish within the framework provided by the law, and this Collective Agreement, the highest possible standards of service and quality to the passengers served by the Parties.

ARTICLE 1.00 DEFINITIONS

- 1.01 Regular Employees** are those employees who have regularly scheduled positions.
- 1.01.1 **Full Time employees** are those employees regularly scheduled for thirty-seven and one-half (37.5) hours per week.
- 1.01.2 **Part Time employees** are those employees regularly scheduled for less than thirty-seven and one-half (37.5) hours per week. The Employer will make every effort to create full time positions where possible.
- 1.02 Casual employees** are those employees who are employed for relief purposes.
- 1.03 Temporary Employees** are those employees hired to relieve a regular employee who will be temporarily absent for more than twenty (20) days. Temporary absences of less than twenty (20) days duration will be filled by Casual Employees. Temporary absences shall be posted pursuant to Article 17. If there are no qualified internal applicants, then the positions may be filled by outside applicants, who shall be classified as Temporary employees. If a Temporary vacancy is filled by a regular employee they shall retain their regular status, and they may return to their previous position with no loss of seniority upon the return of the incumbent or upon 30 days notice by the employee.
- 1.04 Days:** Unless otherwise stated, “days” means working days, excluding Saturdays, Sundays and Statutory Holidays.
- 1.05 Weeks:** Unless otherwise stated, “weeks” means a calendar week of seven (7) calendar days, from 00:01 hours (12:01 a.m.) Sunday to 24:00 hours (12:00 midnight) Saturday.

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- 1.06 **Words in Context:** Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as the plural or feminine or body corporate or politic where the context or the Parties hereto so require.
- 1.07 **Calendar Year:** Unless otherwise stated, “calendar year” shall mean 12 calendar months commencing with the first day of January and ending December 31st.
- 1.08 **Supervisors:** are those bargaining unit employees who perform supervisory duties, as delegated by Management, and who may participate in the investigatory process, but will not make final disciplinary decisions regarding any other bargaining unit employee. Reporting and instructive documents written for or at the request of management by bargaining unit employees are records of events, but are not, in and of themselves, disciplinary documents.
- 1.09 **Depot:** is a service location from which the Employer organizes HandyDART transportation in Metro Vancouver as defined by TransLink. In addition, the Surrey Office operation shall constitute a depot separate and distinct from the Surrey Driver Depot. Unless otherwise agreed, all bargaining unit employees performing office functions shall be considered part of the Surrey Office Depot for seniority purposes, regardless of actual work location. In the event that the Employer establishes a new work location, the parties will meet to discuss the implementation and impact on employees and must mutually agree whether the location constitutes a “depot” for seniority purposes.

ARTICLE 2.00 COVERAGE, DURATION AND EFFECT

2.01 Coverage

This Agreement shall cover and be binding upon all employees of the Employer except as listed and defined in Appendix C of this collective agreement. Unless otherwise specified, “employee(s)” shall only except persons in positions deemed excluded:

- a) by mutual agreement between the Parties; or
- b) by virtue of a decision by the Labour Relations Board of British Columbia

The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart of the department or program where the position is located, a copy of the job description and reason for exclusion. If no agreement is reached within sixty (60) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

2.02 Duration of Agreement

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Unless otherwise specifically provided, this Agreement shall come into full force and shall be binding and remain in full force and effect from the date of Arbitrator Ready's Interest Arbitration Award until December 31st, 2013.

Pursuant to Section 50, Subsection (4) of the Labour Relations Code of British Columbia (S.B.C. 1992 Chapter 82) the operation of Section 50, Subsections (2) and (3) are excluded from this Agreement.

2.03 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

2.04 Conflict with Rules

This Agreement shall take precedence over any workplace rules. In the event of conflict between the contents of this Agreement, and any rule made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule.

The Employer shall have the right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this collective agreement. The Employer will notify the Union in writing of all changes in policy, rules and regulations at least twenty (20) days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Employer Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Employer to discuss the intent and purpose of any new rule, policy, or regulation. Disagreements concerning the implementation of any rule, policy or regulation conflicting with the terms of this Agreement are subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fifteen (15) days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

2.05 Re-Opening of the Collective Agreement

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either Party may give to the other Party written notice of its intention

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

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

2.06 Disputes, Strikes and Lockouts

There must be no strikes or lockouts so long as this agreement continues to operate.

ARTICLE 3.00 UNION RECOGNITION AND SECURITY

3.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certification.

3.02 No Discrimination for Union Activity

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Union will be allowed access to the premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of the collective agreement are being upheld and the activities will not in any manner interfere with the performance of work by the employee.

The Employer recognizes any employee or person elected, appointed or delegated to act as an Officer or representative of the Union, and those individuals shall not be unreasonably denied access to the Employer's premises upon giving notice of their arrival to the Employer.

3.03 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select Stewards to represent employees. The Employer recognizes the Union's right to designate a Chief Shop Steward, for the purposes of directing the conduct of Stewards involved with grievances.

The Union agrees to provide the Employer with a list of the employees designated as Stewards and alternates. The Employer will not be required to

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recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

The Union may initiate an individual, group or policy grievance on its own behalf where it disputes any application, interpretation or alleged violation of an article of this Agreement.

3.04 Duties and Responsibilities of Stewards

The duties of stewards include but are not limited to the following:

- a) investigating employee concerns, and
- b) investigating grievances, and
- c) preparing and presenting grievances and/or assisting employees in preparing and presenting a grievance, with or without the assistance of the Chief Shop Steward, in accordance with the grievance procedure, and upon review of the facts, either making a recommendation of a settlement to the Local or proceeding to the next Step, and
- d) supervising ballot boxes and other related functions during ratification votes, and
- e) attending meetings called by management and
- f) accompanying an employee at a meeting called by the Employer, where disciplinary action is anticipated, and
- g) meeting with new employees as a group during the orientation program, and
- h) acting as appointees to the Union/Management Committee.

3.05 Conditions Governing Stewards

Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform duties d) through h) above when they:

- a) have received prior consent from their supervisor before leaving their work area. Such consent shall not be unreasonably withheld; and
- b) make every endeavor to complete their business in as short a time as possible, and
- c) advise their supervisor of their return to the work area.

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- d) For further clarification of 3.04 e) and f) the Employer will pay for a maximum of one (1) shop steward.

3.06 Time Off for Union Business

- 3.06.1 Leave of absence without loss of pay shall be granted to employees who are representatives of the Union on the bargaining committee (up to six (6) members of the bargaining unit) to carry on mutually scheduled negotiations with the Employer.
- 3.06.2 Leave of absence without pay and without loss of seniority will be granted to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; for elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment; and for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.
- 3.06.3 Employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence. Permission for the Leave of Absence shall not be unreasonably withheld. Employees performing duties under Article 3.04 or on leave for union business shall be continued on the payroll, and shall be credited for all purposes including, but not limited to, service, seniority, wages, benefits, accruals, perquisites, qualification requirements and all rights to which they would be entitled if they were working their regular duties. In the case of employees on Leave pursuant to Article 3.06.2, when said leave without pay is granted, the Union shall reimburse the Employer for the wage and benefit costs incurred. In the case that the Union representative is a Casual or regular employee who was not previously scheduled to work, the Union shall advise the Employer of the hours to be credited to the employee for attending to union business and shall reimburse said costs. Invoices are payable within 30 days upon receipt of the invoice.
- 3.06.4 Union Officers elected to full time Union office may elect, at the employees option, to be placed on an indefinite Leave of Absence, waiving their right to be continued on the payroll of the Employer. Such Union Officers shall remain on the seniority list, and continuing to accrue seniority on the same basis as if they were working their regular duties.

3.07 Security, Union Membership and Dues

3.07.1 Union Membership

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- a) All employees in the bargaining unit shall, as a condition of employment, become members of the Union and maintain such membership. Any employee, who fails to maintain membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) days written notice to the Employer by the Union of the employee's failure to maintain membership in good standing.
- b) Should the Union notify the Employer in writing within the said ten (10) day period that the member is again a member in good standing, then the original discharge notice to the Employer shall be deemed to be null and void and accordingly the said member shall not be discharged.

3.07.2 Deductions

The Employer shall honor a written assignment of wages to the Union for initiation fees, dues and assessments which may be made against members of the Union. As required by the Union's dues structure, the Employer shall deduct from the employee's pay an amount required by this assignment and the Employer shall remit each month the total of wages so deducted to a designated Officer of the Union. Each remittance from the Employer shall be accompanied by a list of names as well as classifications of those employees for whom deductions were made, together with the amounts deducted from each employee.

3.07.3 Correspondence and Directives

The Employer shall forward to the President of the Union or his designate a copy of any directives circulated to employees pertaining to the interpretation or application of this Agreement and any correspondence to any employee pertaining to the interpretation or application of this Agreement as it applies to that employee.

3.07.4 Bulletin Boards and Union communication

The Employer shall provide bulletin board facilities in mutually acceptable locations, for the exclusive use of the Union at each worksite. The Employer shall provide access to employee mailboxes, or such other forms of inter site mail communication as shall exist, for the distribution of Union communication to its members. Nothing will be posted or distributed that disparages the Employer, the Union, the client or any other person or employee.

3.07.5 Orientation for New Employees

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The Employer shall provide to the Union, one half (½) hour of paid time, to provide an orientation to the Union for new employees. Time shall be allotted during the orientation of new employees, and the Union officer designated by the Union, shall, by prior arrangement, be afforded the opportunity to meet with new employees, during the working shift, at no loss in pay.

3.07.6 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross an authorized picket line arising out of a labour dispute concerning work performed outside the scope of this collective agreement. An employee failing to report for work shall be considered to be absent without pay. Failure to cross such a picket line in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.08 Job Descriptions

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

3.09 Union Notifications

In addition to any other Article setting out information to be provided to the Union, the Employer shall notify the Union within five (5) days of the following: initial job descriptions; proposals for new or changed positions; proposed new methods of operation; leaves of absence in excess of 14 days, job vacancies; notices of recall; notice of proposed technological change. The Employer will forward the name and address of each new employee within one (1) month from the date of hire to the Union office. The Employer will notify the Union office as soon as possible when the Employer terminates an employee. The Employer will forward within one (1) month the name and address of employees who voluntarily terminate their employment.

3.10 Labour Management Committee

A Labour Management Committee shall be established from time to time as necessary and by mutual agreement between the Parties to exchange information and have discussions. The Committee shall consist of equal representation. A quorum shall consist of a minimum of three (3) members from each party, with each party deciding their respective committee members. Committee representatives shall be paid for the meeting, by the Employer, at the appropriate rate of pay. The Committee meeting times and agendas shall be set by mutual agreement. Minutes of the meeting must be approved by both parties

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before being posted. The Chair and Secretary functions will be filled by a Union and Employer representative respectively. At each meeting, the parties will alternate the filling of the Chair and Secretary functions between them. The committee's purpose is to discuss issues and problems, and address solutions in a collaborative manner. The LMC shall not replace the grievance procedure contained in this collective agreement in any way. The Committee, however, is authorized to address and settle some procedural issues or practices in need of resolution with negotiated MOUs or other means of memorialization by mutual agreement, subject to approval by the membership.

3.11 Employer's Rights

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement or Federal/Provincial Statute otherwise specifies or restricts with specific provisions.

The Employer has the right to create, amend and revise Policies, Rules, and Regulations not in conflict with this collective agreement or Federal/Provincial Statute. The Employer will issue all employees a current MVT Canadian Bus Employee Handbook outlining rules, regulations and policies. The Union reserves the right to grieve any issue within the Employee handbook that the Union feels is unreasonable, a violation of law, or in violation of the terms of this collective agreement.

Prior to the implementation of any new or revised Rule, Regulation or Policy, the Employer shall give a copy to the Union, at least twenty (20) business days prior to the implementation so that the Union has an opportunity to discuss any concerns or disagreements. Disagreements concerning the implementation or application of any Employer Rule, Policy or Regulation are subject to the grievance process contained in this collective agreement.

3.12 Human Rights/Harassment

3.12.1 The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

3.12.2 Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purposes, toward an individual or individuals by either employees, or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia, including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

- 3.12.3 Protection against harassment for employees extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of, or arising from, the employment relationship.
- 3.12.4 An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint through the Union to the Employer designate. Harassment complaints may also be pursued pursuant to Article 4 – Grievances. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.
- 3.12.5 None of the above shall in any way prohibit the right of a complainant to pursue a complaint under the Human Rights Code of British Columbia.

ARTICLE 4.00 GRIEVANCES

4.01 Definitions

- a) "Grievance" means any difference between the Parties respecting the interpretation, application, operation or any alleged violation of this Agreement, including the dismissal, discipline or suspension of an employee bound by this Agreement, including any question as to whether any matter can be the subject of the Grievance Procedure as set out below, and including an individual, group, or policy grievance.
- b) "Chief Shop Steward" means the Officer designated by the Union as Chief Shop Steward, who shall assign, direct and assist the work of Shop Stewards.

4.02 Grievance Procedure

Either party may initiate a grievance. The procedure for resolving a grievance shall be the grievance procedure set out in Article 4. In the event that the Employer files a grievance, the Union and Employer roles in the procedure are reversed.

If a grievance is not settled at any one stage of the procedure set out below, then the moving party shall have the alternative either to withdraw it or to proceed to the next successive step within the time limits set out in this Article. If the moving party does not present a grievance to the next higher level, the grievance will be deemed withdrawn, however, the moving party shall not be deemed to have prejudiced its position on any further grievance.

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The time limits contained in this grievance procedure may be altered only by written mutual consent of the parties.

The Company and the Union believe in order to foster good Labour Management relations, potential grievances may be best addressed if they are informally discussed as early as possible after the issue is known. Failure to engage in such discussion is not a barrier to processing a grievance through the stages.

At every step of the grievance procedure, the employee shall have the right to have a Steward present.

The procedure is premised on full disclosure and constructive discussion of the difference, including the provision of all necessary documents and or materials for the investigation of the difference being investigated.

4.02.1 Step One - Verbal

The employee and/or Shop Steward may initiate Step One. Step One must be initiated within fifteen (15) days after the date:

- a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

Step One is a discussion(s) between the employee and/or Shop Steward and the Employer's representative who made the decision or who can alter the circumstance giving rise to the difference. The Employer must arrange to meet for a Step One discussion within fifteen (15) days. If the matter is not resolved at Step One then the Union may advance the grievance to Step Two. The Step Two grievance must be presented in writing within fifteen (15) days of receipt of a denial by the Employer.

4.02.2 Step Two - Written

The Step Two grievance shall be in writing, and shall set out:

- a) the nature and details of the grievance, the date of the alleged violation, (if applicable) and the circumstances from which it arose;
- b) the article(s) of the Agreement alleged to have been violated and the remedy or correction required.

Upon presentation of the written grievance to the General Manager, or his designee the parties shall engage without undue delay in discussions to

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resolve the Grievance. Should the matter not be resolved, then within ten (10) days of the Step Two discussion the Employer shall provide a written reply, setting out their position, reasons and the respective Collective Agreement articles upon which they rely. If written reply is not provided within the ten (10) days, the grievance shall automatically proceed to Step Three.

Dismissal or Suspension

Those grievances concerning the suspension and/or dismissal of an employee shall commence directly at Step Two, within fifteen (15) days of such employee being notified of such suspension and/or dismissal.

4.02.3 Step Three

Within 21 days after receipt of the written reply in Step Two the Union and the Employer shall meet to consider the outstanding grievance(s). At Step Three, the parties agree to ensure that full disclosure and discussion occurs in an attempt to secure resolution. In the event that the matter is not concluded at Step Three, the Employer shall, within 21 days of the Step Three meeting, provide a written reply stating the Employer's decision concerning the grievance.

4.03 Third Party Resolution

In order to settle or provide for full and final resolution of Grievances, the Union may decide to proceed to a Third Party for resolution. Such decision must be made and sent to the Employer in writing within thirty (30) days of receipt of the Step Three reply, or in the event that said written reply is not provided then within sixty (60) days of the Step Three meeting, refer the matter to a third party as set out below, by written notice to the Employer. Each party shall bear the costs of their own case, and the fees and expenses of the third party shall be shared equally.

4.03.1 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to the whether a matter is arbitral, during the term of the Collective Agreement, the Union and the Employer may mutually agree to refer the difference to Vince Ready, John Steeves, Chris Sullivan, Judi Korbin, Barbara Junker or a substitute agreed to by the Parties, to investigate the difference, define the issue in the difference, and make written recommendations to resolve the difference, within five (5) days of receipt of the request. For those five days, the time limits of the grievance procedure do not run.

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4.03.2 Expedited Arbitration

By mutual agreement, the parties may choose to send a grievance for full and final resolution to an expedited arbitration, except that the following grievances will not be deemed appropriate for this process;

- a) dismissals
- b) suspensions in excess of ten (10) workdays
- c) policy grievances
- d) grievances requiring presentation of extrinsic evidence
- e) grievances arising from a duty to accommodate.

4.03.3 Expedited Arbitration Process

The Expedited Arbitration process is as follows:

- a) it is intended to be informal and non-legal, and outside lawyers will not be used to represent either Party;
- b) the parties will make every effort to make use of an agreed to statement of facts;
- c) all presentations are to be short and concise and are to include a comprehensive opening statement;
- d) the parties agree to make limited use of authorities during their presentations;
 - e) the Arbitrator shall hear the grievance(s) and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision;
 - f) prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance;
 - g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

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- h) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- i) the parties shall equally share the cost of the fees and expenses of the Arbitrator.
- j) the decision of the Arbitrator shall be final and binding, and it shall not be the intention of either Party to appeal a decision of the Expedited Arbitrator.
- k) The Expedited Arbitrator, who shall be a sole arbitrator, shall be selected from the Investigator list, or shall be a substitute mutually agreed by the Parties.

4.03.4 Single Arbitrator

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

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

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

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

ARTICLE 5.00 PROBATION, SENIORITY

5.01 Probationary, Qualifying

- 5.01.1 Each new employee hired by the Employer shall be placed on probation for a period of four hundred and fifty (450) hours of paid revenue service work or ninety (90) calendar days – whichever comes first. This probationary period may be extended for an additional three hundred (300) hours of paid work or an unspecified number of calendar days, provided that the Employer and the Union mutually agree to such an extension.

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- 5.01.2 The Employer may terminate the employment of the probationary employee during the probationary period for just and reasonable cause.
- 5.01.2.1 The Employer may reject a probationary employee as outlined in 5.01.2, and will provide the reasons for rejection in writing. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which s/he has been appointed.
- 5.01.3 Where a probationary employee is not notified of his rejection before the conclusion of his probationary period, it is understood that the probationary period has been successfully completed.
- 5.01.4 Current employees who are the successful applicants on a new position, or are transferred to a new position, including casual employees who become regular employees, shall be entitled to a qualifying period of three hundred (300) hours and shall not serve a probationary period as defined in this Article. During the Qualifying period the employee shall receive full pay, seniority, benefits and perquisites. If an employee is deemed unsatisfactory in the new position during this Qualifying period, or voluntarily chooses to return to their previous position, then the employee shall be returned to their former position and/or status at no loss in wages, seniority, benefits and perquisites.

5.02 Seniority

- 5.02.1 The Employer shall maintain one Master Seniority list for all employees, showing the date each employee commenced employment with the Employer. The Employer shall also maintain one list for all regular employees, and one list for all casual employees.
- 5.02.2 Up-to-date seniority lists shall be sent to the Union on a quarterly basis. Seniority will be calculated from the first date of employment with MVT or a prior HandyDART service provider, as agreed to by the Union and Employer, if there has been no break in service.
- 5.02.3 In addition to the Master Seniority list, the Employer shall maintain a seniority list for each depot showing the date each employee commenced employment with the Employer, their classification, and their status as either a regular or casual employee.

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- 5.02.4 For the purposes of Article 17, (Vacancies, Promotions and Layoffs) the application of seniority in the job selection and/or posting shall be applied in the following manner;
- a) Regular employees from the Master Seniority list will be considered in order of seniority. In the event that there are no qualified applicants from regular Employees on the Master Seniority List, then;
 - b) Casuals from the Master Seniority List shall be considered in order of seniority.
- 5.02.5 All employees shall continue to accrue seniority while off work due to illness, injury, approved leaves or layoff.
- 5.02.6 Management will present the Union with an updated employee phone and an address list within a reasonable period of time, when requested by the President.
- 5.02.7 No officer or member of the Union shall furnish to any unauthorized person a list of the names and addresses of the membership.
- 5.02.8 Employees are not required to resign and be rehired to move between lists. Such transitions will not trigger a “new employee” probationary period. Transition from regular to casual in the same type of work will not be subject to qualifying period as in 17.01.5.
- 5.02.9 An employee shall not lose seniority if absent from work or unavailable for work under circumstances of illness, accident or injury reported to the Employer by an employee or employee’s representative.
- 5.02.10 An employee shall not lose seniority if absent from work under circumstances constituting an approved leave of absence by the Employer.
- 5.02.11 An employee shall lose seniority in the event of:
- a) Voluntary termination;
 - b) Discharge for just cause;
 - c) Lay-off for more than twenty-four (24) months.

ARTICLE 6.00 WAGES

6.01 Acting Capacity

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Any bargaining unit employee filling in for another bargaining unit employee who is paid at a higher rate will be paid the higher rate for all time so worked totaling one half (1/2) hour or greater in a shift. Any employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the employee's higher rate. The above will apply to all regular and casual employees when performing such duties.

6.02 Rounding Off

All wage rates and any increases thereto as set out in APPENDIX "A" of this Agreement is to be rounded to the nearest whole cent. One-half (.5) of one (1) cent and over are to be rounded upwards to the next whole cent. Less than one-half (.5) of one (1) cent is to be rounded down to the last whole cent.

6.03 New or Changed Positions

6.03.1 In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and a written notice shall be given to the Union, and unless written notice of objection thereto by the Union is given to the Employer within twenty (20) calendar days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such new positions is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

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

6.03.3 In the event that Employer introduces the use of larger vehicles (beyond current fleet configuration at the time of ratification) requiring a higher class of driver's license to operate, the Employer shall establish a wage premium for the operation of such vehicles. Notice shall be given to the Union and the premium shall be subject to negotiation or arbitration as

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per 6.04.2. Further, the Employer shall provide training and testing vehicles such that affected employees may upgrade their licenses.

6.04 Minimum Hours

- 6.04.1 All regular full time non-maintenance employees who report to work as scheduled shall be paid a minimum of 7 1/2hrs per scheduled shift and 37 1/2hrs over five (5) consecutive days per week or a minimum of 9 1/2 hours per shift, and 38hrs over four (4) consecutive days per week. Regular full time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.
- 6.04.2 All regular part time employees shall be paid a minimum of 4hrs per scheduled shift. Regular part time employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.
- 6.04.3 All casual drivers required to report for a shift shall be paid a minimum of 4hrs per day. When working a regular driver's shift, a casual driver will replace and be paid for the entire shift of the regular employee. All casual Call Center employees shall be paid a minimum of four (4) hours per day. Casual employees are not discharged from duty until the end of their scheduled shift unless approved by the Employer.
- 6.04.4 Any regular employee recalled to work in addition to and outside of but not adjoining their normally scheduled hours shall be paid a minimum of two (2) hours at the applicable overtime rate of pay.

6.05 Starting and Finishing Time

- 6.05.1 Every driver position shall have a designated depot from which they will depart and return at the end of their shift. Drivers will have included in their shift fifteen (15) minutes pre-trip and five (5) minutes post-trip. In the event a driver exceeds the allotted pre-trip and/or post-trip time they are to complete a Route Summary Sheet (form example in Appendix B). The delay must be a bona fide operational issue, including but not limited to: dead battery, flat tire, scrapping ice off of windows, technological issue, parking obstruction.
- 6.05.2 Commencement of work shall occur:
 - a) for all regular employees other than Drivers and Casuals at the start time designated on their posting;
 - b) for casual employees at the start time provided by the Employer;

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- c) for regular Drivers at the start time designated for their particular run at the time of the Driver shift sign up.

6.06 Overtime

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

- 6.06.1 The rate of time and one-half of their regular hourly rate of pay for the first two hours of overtime worked beyond 7.5hrs in any one day, and double time thereafter. However employees shall not be entitled to overtime compensation for the first 15 minute period at the end of their shift.
- 6.06.2 For Casual or Regular Part-time employees, time and one-half the employee's regular hourly rate of pay for each hour worked in excess of thirty-seven and a half (37.5) hours in any one week, excluding hours worked in excess of seven and a half (7.5) in any one day;
- 6.06.3 Regular employees called in to work on their day off shall be paid at double (2) times their regular hourly rate for all hours actually worked. A four (4) hour minimum shall apply to all call-ins under this Clause only.
- 6.06.4 Unpaid lunch periods will not be counted in calculating the above overtime hours.
- 6.06.5 Overtime shall be voluntary and offered in order of depot seniority. If there are insufficient volunteers the overtime shall be assigned in reverse seniority order subject to operational impact and management relieving the employee from this obligation in the event of compelling personal circumstances.

ARTICLE 7.00 PAY PERIOD

7.01 Pay

- 7.01.1 Employees will be paid bi-weekly.
- 7.01.2 Payroll will be affected by Direct Deposit.
- 7.01.3.1 Assignment of Wages - The Employer will honour an employee's written assignment of wages consistent with the terms of Part 3 section 22 of the Employment Standards Act [RSBC 1996] Chapter 113 as they exist at the date of signing of this Agreement.

Assignments

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- 22 (1) An employer must honour an employee's written assignment of wages
- (a) to a trade union in accordance with the Labour Relations Code,
 - (b) to a charitable or other organization, or a pension or superannuation or other plan, if the amounts assigned are deductible for income tax purposes under the Income Tax Act (Canada),
 - (c) to a person to whom the employee is required under a maintenance order, as defined in the Family Maintenance Enforcement Act, to pay maintenance, and
 - (d) to an insurance company for insurance or medical or dental coverage.
 - (e) [Repealed 2003-65-5.]
- (2) [Repealed 2003-65-5.]
- (3) An employer must honour an assignment of wages authorized by a collective agreement.
- (4) An employer may honour an employee's written assignment of wages to meet a credit obligation.

ARTICLE 8.00 BENEFITS AND PENSION

8.01 Benefit Qualifications

The Employer will continue to pay 100% of the current extended medical plans for the seven (7) separate employee groups until December 31, 2010. By no later than July 1, 2010, the Union and the Employer shall negotiate the terms of a single benefit plan to be applied to all eligible employees within the Employer's average benefit costs, per employee, as of January 1, 2010. If the parties cannot reach agreement the matter will be referred to Mark Brown to reach a binding resolution. In the event that Mark Brown is not immediately available, the parties will mutually agree to one of the Investigators listed in 4.03.1. The single plan will be implemented January 1, 2011. By mutual agreement, the parties may eliminate the current seven (7) plans and implement the single plan prior to January 1, 2011.

The monetary cap referenced above shall be increased by 10% per employee in 2011, 2012 and 2013. If the benefit costs exceed the monetary cap in any given year, the employees shall pay the excess amount through payroll deductions.

- 8.01.1 All regular full time employees shall be entitled to the benefits defined in this article.

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- 8.01.2 All regular part-time employees who work an average of eighty (80) hours per month shall be entitled to benefits defined in this article. An average will be determined on the basis of work performed by the employee in the four (4) previous months. New employees will become eligible once the conditions of this article have been met.
- 8.01.3 Any casual employees who are eligible for benefits at the ratification of this agreement will continue benefit coverage, provided they remain eligible as per article 8.01.2.
- 8.01.4 Any casual employees who are not eligible for benefit coverage under 8.01.3 above will be eligible to participate in the company's benefit plan, and shall be responsible for all premiums.

8.02 Medical Services Plan (MSP)

The employee and their eligible dependents shall receive coverage under the Medical Services Plan, with the Employer paying 100% of the premiums. The employee will be able to waive benefits if equivalent benefits are provided through their spouse's Employer plan.

8.03 Pensions

8.03.1 Municipal Pension Plan ("MPP")

All employees who meet the eligibility requirements under Articles 8.01.1 and 8.01.2 shall be covered by the provisions of this Article.

The Employer shall make the appropriate application to enroll in the MPP in January of 2010. The Union President will be given the opportunity to review the application before it is submitted. It is anticipated that the application will be considered by the Trustees of the Plan in March of 2010 with an effective date of April 1, 2010.

The application will include a provision that all employees making contributions to the Trust Fund who were enrolled in MPP with their previous employer immediately prior to being employed by the Employer shall continue to be enrolled effective January 1, 2009.

If the Employer's application to enroll in the MPP is accepted, then the parties agree as follows for all Current Employees (the phrase Current Employees means all employees of the Employer as of April 1, 2010):

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- *All Current Employees who were enrolled in the MPP with their previous employer immediately prior to being hired by the Employer are required to continue participation in the MPP.*
- *All other Current Employees will have the right to opt-out of the MPP by signing the prescribed waiver form with the MPP within the time period prescribed by the MPP (within 90 days of the Employer joining the MPP). All Current Employees who elect to opt-out of the MPP will be enrolled in the Registered Retirement Savings Plan ("RRSP") set out in Article 8.03.2 below.*

The parties further agree that all eligible employees hired after April 1, 2010 shall be enrolled in the MPP, subject to any right that they may have under the MPP rules to opt-out of the MPP. If any such eligible employees do have the right under the MPP rules to opt-out of the MPP, and if they exercise that right, then they will be enrolled in the RRSP set out in Article 8.03.2 below.

8.03.2 Registered Retirement Savings Plan ("RRSP")

Effective April 1, 2010, for eligible employees who do not opt into MPP, the Employer shall contribute 6% of base wages per pay period for RRSP benefits once they have passed their probationary period.

If any eligible employee contributes 7% of their base wages to their own individual RRSP, then the Employer will increase its contribution from 6% to 7%.

Adjustments to employee contributions may be made on January 31st and July 31st upon written request by the eligible employee. The adjustment will be effective within thirty (30) days.

8.04 Employee Assistance Program

The Employer will establish an employee assistance program at no cost to the employee.

ARTICLE 9.00 OTHER DUTIES

9.01 Court Proceedings

- 9.01.1 The Employee must notify the Employer prior to the commencement of any trial or proceeding in respect of which the employee may seek reimbursement.
- 9.01.2 Any employee required by an Employer subpoena/summons or Crown subpoena/summons to attend, for any reason, before a Court, on a date upon which they would normally work for the Employer, shall be booked off for the entire shift. Employees required by the Employer to

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attend before a legal body on their regular scheduled work day shall be paid straight time for their regular bid time. Employees required by the Employer to attend a court proceeding on their scheduled days off will be paid for their attendance and will be given alternate days off in lieu. All reasonable expenses will be reimbursed if the court proceedings are beyond the Greater Vancouver area for Employer required attendance. Employees required to attend court by Crown summons/ subpoena concerning a matter unrelated to the Employer shall not be paid for time spent at the proceeding.

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

9.01.4 **Jury Duty** Regular employees who are required to serve as jurors or witnesses in any court, provided such court action is not occasioned by the employees private affairs, shall be granted leave of absence without loss of pay and benefits equal to a maximum of 6 months.

An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court.

In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

For any claim under this article the Employer may request verification.

9.02 Medical Examination

Medical examinations required of an employee by the Employer and/or necessary for retention of qualification for their position and not paid for by the employee's medical insurance, shall be paid for by the Employer.

9.03 Report for Other Employer Business

9.03.1 An employee shall not lose pay when required to be away from home on the Employer's business.

9.03.2 An employee who is away from home on the Employer's business shall be reimbursed for reasonable expenses.

9.03.3 An employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the employee's higher rate.

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9.04 Call-Ins by the Employer

If any employee is called in by the Employer outside his normal working hours for an interview or for any other purpose other than office, maintenance or driving shifts, a job application interview, or training pursuant to Clause 21.06 of this Agreement; he shall be paid at that employee's regular rate of pay for the time of his attendance.

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

9.05 Cancellation of a Shift for a Casual Employee

If a casual employee has been assigned a shift, the Employer has the right to cancel that shift at any time. If the Employer cancels the shift less than twenty-four (24) hours prior to the scheduled start time of that shift, the Employer will pay the casual employee two (2) hours pay.

ARTICLE 10.00 VACATION LEAVE

10.01 General Policies for Annual Vacation Leave:

10.01.1 Vacation Pay While Still Working

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

10.01.2 Calendar Year Accrual Basis

The Employer will credit eligible employees six (6) months of vacation pay entitlement on January 1st and July 1st of each year.

10.01.3 Vacation Period

Employees must take their vacation leave at a time appropriate to the department in which they work. The Employer reserves the right to determine suitable times for vacation leave within each department/or depot in keeping with workloads, however the Employer must ensure that there are sufficient opportunities for employees to take their vacation entitlement and will make every reasonable effort to allow at least twenty percent (20%) of the employees off each week. Vacation leave at selected times shall not be unreasonably

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denied. Vacation leave shall be compensated at the pay rate applicable on the dates of the vacation period.

10.01.4 Seniority for Vacation Purposes

10.01.4.1 Vacation lists for the following year shall be posted in the Depot Office by October 1st of each year. Employees will sign up in order of seniority, based on the depot seniority list, for available vacation weeks – for a minimum of three weeks (for employees who have three (3) weeks or more). Sign up times will be designated by the Employer at all depots, and this schedule shall be posted along with the vacation calendar. Employees who are not prepared to make their selection will be by-passed. Employees who will be absent may leave a selection sheet or appoint someone to pick for them. The vacation pick must be complete by December 1st of each year. After December 1st vacation times will be allotted on a first-come first-serve basis.

10.01.4.2 **All** employees entitled to more than three weeks' vacation may hold on to any of their additional said weeks' vacations which may be taken as weekly blocks or individual days throughout the following vacation year which must be used by December 1 of that year.

10.01.4.3 Vacated Vacation Periods

In the event that a picked week's vacation becomes vacant the Employer will post it for three (3) weeks so that other employees per Article 10.01.4.2 may sign for the vacated period according to seniority. Subsequent vacated approved vacation weeks as a result of an employee changing their pre-approved vacation shall not be posted.

10.01.4.4 Vacation Schedule

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

10.01.5 Carry Over

Vacation time up to a maximum of one (1) week may be carried over for a maximum of one year after the year in which it would normally be taken. Carried over vacation may only be used after all vacation selection times pursuant to Article 10.01.4.1 and .2 have been selected.

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This time will be paid at rates in effect at the time that the vacation is actually taken.

10.01.6 Statutory Holidays

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

10.01.7 Casual Employees

A casual employee shall not be entitled to annual vacation leave under this section, but will be paid the following amounts on each pay cheque:

- a) six (6) percent in lieu of vacation, payable upon commencement of employment;
- b) eight (8) percent based on the employee's total wages for the year, after completion of five (5) year's service;
- c) ten (10) percent based on the employee's total wages for the year, after completion of fifteen (15) year's service;

Casual employees will receive the above vacation percentage entitlement based upon their date of hire as per the Master Seniority List.

ARTICLE 11.00 VACATION ENTITLEMENT

11.01 Entitlement for Regular Employees

On January 1st and June 1st of each calendar year all regular employees will be credited with six months of their entitlement days for the coming year according to the following formula:

Each employee shall receive fifteen (15) entitlement days in the year in which they complete one (1) year of service, and one (1) additional entitlement day shall be granted for each year completed thereafter to a maximum of thirty-five (35) entitlement days in a calendar year.

For the purpose of vacation entitlement, an employee's years of service shall be calculated from the employee's original date of hire as recognized on the Master Seniority List; and shall include the employee's unbroken length of service as a custom transit employee with any of the prior service providers who were predecessors to MVT on January 1st, 2009.

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A vacation day is accrued based on 7.5hrs.

11.02 An employee who terminates shall receive in money any vacation that he has earned and not yet taken.

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

11.04 Regular part-time employees, and regular full time employees working a compressed work week schedule, shall be entitled to the same vacation pay accrual rate as regular full time employees on a pro-rated basis.

11.05 Rate of Vacation Pay

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

ARTICLE 12.00 STATUTORY HOLIDAYS

12.01 Definitions

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

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

12.02 Statutory Holidays on Non-Work Days

12.02.1 If one or more consecutive statutory holiday(s) fall on a day which is not a regular employee's regular work day the next working day or, where there is an agreement between the Employer and the employee,

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the previous working day, will be granted in lieu thereof, with regular pay.

- 12.02.2 Alternatively, the employee may bank the statutory holiday, however any banked holiday(s) must be used by the end of the calendar year.

12.03 Work on Statutory Holidays

- 12.03.1 Regular employees are automatically paid for statutory holidays and are assumed to be absent from work with pay.

- 12.03.2 Casual employees who work both the day before and after a statutory holiday, will be paid for the statutory holiday at seven and one-half (7.5) hours at the employee's straight time hourly rate. Also casual employees who work fifteen (15) days in the last thirty (30) days prior to a statutory holiday will be paid for the statutory holiday.

- 12.03.3 Work performed on a Statutory Holiday shall be paid:

(a) at the rate of 1.5 times the employee's straight time hourly rate; and
(b) seven and one half (7.5) hours pay at the employee's straight time hourly rate.

- 12.03.4 Work on a statutory shall be voluntary and offered in order of depot seniority. If there are insufficient volunteers work on the holiday shall be assigned in reverse seniority subject to the operational impact and management relieving the employee from this obligation in the event of compelling personal circumstances.

ARTICLE 13.00 LEAVES OF ABSENCE

13.01 General Conditions

- 13.01.1 The Union Office must be informed of leaves in excess of fourteen days. Leaves of absence without pay and without benefits will be considered upon request of the individual employee, subject to the approval of the Employer. An employee who is granted a leave of absence without pay that totals thirty (30) days or more in a calendar year shall be entitled to retain his membership in benefit plans subject to the employee paying the full amount of the contributions to the plan to cover the period of the absence after the initial thirty days.

- 13.01.2 The Request For a Leave Form shall be submitted to the Employer seventy-two (72) hours prior to the commencement of any leave for five (5) days or less and fourteen (14) days prior to the commencement of any leave for a period longer than five (5) days.

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13.01.3 Any reasonable request for leave shall not be refused by the Employer. The reasonableness of a request shall involve consideration of the underlying reason for the request; the Employer's staffing requirements during the period requested, and previous requests granted to the employee; this does not refer to Leaves of Absence for Union business. The seniority status of employees will not be affected when an employee is on sick leave or leave pursuant to Workers' Compensation. Other leaves of absence up to a maximum of ninety (90) days will also not affect seniority.

13.01.4 Leaves of absence without pay will not be granted for any period greater than ninety (90) days except where such absences are for medical or military reasons in which case the employee must provide documentation.

13.02 Leave of Absence with Pay

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

13.03 Compassionate Leave

Up to four (4) days with pay will be granted to an employee upon application in the event of death of a spouse or domestic partner, mother, father, step-mother, step-father, parent of spouse or domestic partner, sister, brother, son, daughter, step child, grandparent or grandchild. The Request for Leave form should be submitted to the employee's supervisor. In the event an employee is unable to attend the funeral due to travel requirements one (1) day additional leave with pay shall be granted to facilitate travel.

13.04 Marriage Leave

An employee shall be granted two (2) days leave with pay to be married to a maximum of two (2) days during employment with the Employer.

13.05 Pregnancy and Parental Leave

13.05.1 Pregnancy and Parental leave without pay shall be granted according to the Employment Standards Act. The employee agrees that the Employer shall be informed of the date of commencement of the leave and the date of return to work. In the event a medical certificate is provided by the doctor of the employee, she shall be allowed to commence her maternity leave.

13.05.2 An employee returning to work from Pregnancy and Parental leave shall be reinstated to the position she held at the time she went on

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leave without loss of seniority, but without claim to any promotions effected during her absence on leave to which she may have been otherwise entitled.

13.06 Training Leave

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

The Employer will approve the payment of tuition fees for courses that the Employer has designated as pertinent, is not an existing pre-requisite, and is initiated by the Employer, so long as the employee successfully completes the course.

13.07 Leave of Absence for Union Business

13.07.1 Any employee who is elected or appointed to serve as full-time Officer of the Amalgamated Transit Union, Local or Canadian Council, International Union, any Federation of Labour, Labour Congress or Labour Council, or any elected political office in the Municipal, Provincial or Federal Governments will be placed on a leave of absence with the time involved considered as a service with the Employer. On conclusion of such leave of absence, an employee shall return to the job classification he previously held without loss of accredited service as if he/she had continued to work in the position.

13.07.2 Leave of absence granted to a full-time Union Officer shall be without pay, but he shall be entitled to retain his membership in the benefit plans, subject to the Union paying for Employer contributions for each plan on his behalf.

13.08 Extreme and Adverse Weather Conditions

In the event that an employee attends at work, but is unable to work due to extreme, unforeseen, and adverse weather conditions (i.e.: blizzard, earthquake, celestial disaster, etc.), the Employer will pay the employee for four (4) hours of pay.

13.09 Unpaid Leaves-- Benefit Adjustment

Employees having over thirty (30) unpaid days of leave during the calendar year will have a portion of their benefit costs recovered monthly by the Employer in proportion to the unpaid days taken by that employee. Failure of the employee to reimburse the Employer shall result in the termination of benefit coverage for that employee.

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

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

13.10 Reporting Back to Work From Leave

Any employee who does not report back from leave as scheduled without sufficient cause will be deemed to have abandoned their employment.

ARTICLE 14.00 SICK LEAVE BENEFITS

14.01 Sick Leave Benefits

14.01.1 All regular employees will be allotted a sick leave bank of ninety (90) working hours per year for sick leave with regular pay after the first year of employment. Sick pay will be provided as accrued. Any sick leave entitlement days unused in one calendar year can be accumulated in successive calendar years up to two hundred and twenty-five five (225) working hours.

14.01.2 All regular part-time employees shall be entitled to a portion of the sick leave bank benefits of regular full-time employees on a pro-rata basis.

14.01.3 Sick leave shall be payable when an employee is unable to report for, or continue at, work due to illness or injury.

14.02 Certificate Requirement for the Purposes of Sick Pay Entitlement

14.02.1 The Employer may request a doctor's certificate when there is a demonstrated pattern of absence, potential misuse of sick leave, or when an employee's fitness to return to work is in question.

14.02.2 Failure of an employee to provide the requested certificate will result in the absent hours not being paid to that employee. Any charge by the doctor for producing a Doctor's Certificate, not paid by the employee's medical plan, will be paid by the Employer.

14.03 Additional Benefits

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

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14.04 Leave to Attend Medical or Dental Appointment

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

14.05 WorkSafeBC

An employee shall be granted Workers' Compensation leave in the event that the WorkSafeBC determines that the employee has established a claim, and they are unable to perform their duties by reason of the compensable injury.

Employees who qualify for Workers' Compensation coverage shall not have their employment terminated during the compensable period, except for just cause.

Under circumstances of a denial or delay in approval of the claim by WorkSafeBC for any reason, the employee may then rely on any sick leave entitlement to their credit. Such payment of sick leave to be reimbursable to the Employer and credited to the employee's sick leave account upon payment of the Claim by the WorkSafeBC.

14.06 Benefit Entitlement

14.06.1 When an employee is on a WorkSafeBC claim, or LTD, all benefits of the Agreement will continue to accrue, including but not limited to, seniority, vacation and sick leave bank accrual, for up to twelve (12) months.

14.06.2 Medical, dental and extended health plans will be paid by the Employer as defined in Article 8.01 for up to twelve (12) months while the employee is on a WorkSafeBC claim.

14.07 Reporting Back Fit for Work

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

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commencement of work. For shifts that begin on Monday, employees must report by 12:00 noon on the preceding Friday.

ARTICLE 15.00 REST PERIODS

15.01 Time Off Between Shifts

All employees shall be entitled to a ten (10) hours free from work between shifts.

15.02 Lunch and Breaks

15.02.1 Every employee is entitled to the following:

Lunch

- In any shift of five (5) hours or longer, one unpaid lunch break of one half (1/2) to one (1) hour as defined in the position posting or shift bid.

Breaks

- In any shift greater than three (3) hours and less than six (6) hours, one fifteen (15) minute paid break.
- In any shift greater than six (6) hours and less than nine (9) hours, one fifteen (15) minute paid break in each half of that shift.
- In any shift nine (9) hours or longer, two fifteen (15) and one ten (10) minute paid break evenly distributed throughout that shift.

15.02.2 Office employees will fill in for each other at break times so that the office will be staffed at all times during working hours.

15.02.3 Thirty (30) minute lunch breaks will be given no earlier than three and a half hour after the shift begins and no later than four and a half hour after the shift begins.

15.02.4 Where an employee requests a lunch period of longer duration than stated in 15.02.3 of this Article, the Employer will endeavor to accommodate such requests.

ARTICLE 16.00 DRIVERS' SHIFTS

16.01 Shift Postings

16.01.1 All regular drivers' shifts for each depot shall be posted on each depot's posting board on March 1st and September 1st of each year. The Employer will notify the Union of any additional bids required due to service needs or changes through the posting process. Driver shifts

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shall be posted for each depot and drivers shall bid according to the depot seniority list. The signup sheet will be posted for a minimum of five (5) working days before the first signature goes on to allow senior employees adequate time for the consideration of new shifts. The picking process will start the first Monday following the posting period each March and September. The posting will identify the start and ending times, the scheduled days off, and the expected configuration of the vehicle. The Employer reserves the right to change the vehicle configuration based on operational need during the sign-up period. The Employer will attempt to create as many full time runs as possible.

Drivers will sign up in order of seniority, based on the depot seniority list, for shift start and end times. Sign up times will be designated by the Employer at all depots, and this schedule shall be posted. Should a driver miss their scheduled time to report, neglect to submit a selection sheet to the Employer or name a delegate to pick for them, the Union will make a selection for him or her at the employee's designated selection time. In the event that there is no union representative available to make the shift selection in the designated time, the employee's ability to exercise his or her seniority for this pick will be forfeited.

- 16.01.2 The changes in shifts will be effective on the first day of the new pay period immediately following completion of the shift posting sign up, and no later than six (6) weeks from the initial posting date.
- 16.01.3 Regular drivers, who have successfully posted into a position in a different depot, shall be placed on the bottom of the regular driver seniority list until commencement of the next sign up at which time they will be placed on the depot list commensurate with their accrued seniority.

16.02 Split Shifts

There shall be no split shifts.

16.03 Compressed Work Week

The Employer may schedule up to twenty percent (20%) per depot of the regular shifts as compressed work weeks of four (4) days at nine (9) hours and (30) thirty minutes a day. Article 6.06.1 shall not apply to compressed workdays, with overtime being paid as follows:

- a) 1 ½ times the employee's regular wage for the time over 9 1/2 hours, and
- b) double the employee's regular wage for any time over 12 hours

ARTICLE 17.00 VACANCIES, PROMOTIONS AND LAYOFFS

17.01.1 Open Shifts – all classifications

Employees shall have the opportunity to apply for any job vacancy or opening, including new positions, covered by this Agreement and posted by the Employer. If the employee is already fully qualified to perform the position, they will be placed into a vacancy before an employee who has the ability as defined in 17.01.4. When qualifications or ability is equal, seniority will determine vacancy placement. The successful applicant shall receive a letter of appointment confirming their position.

Drivers may apply for regular vacancies, including new positions, which occur outside their depot. Drivers who are already assigned a regular shift in a specific depot may not apply for any vacancies within that same depot; changes in these same depot shift assignments will only occur through the shift posting process in article 16.01.

17.01.2 The Employer must give due consideration to any application made by an employee for any position and must accept or reject such application before posting the position outside the Employer. Job Postings shall be placed in employees' mail boxes and, remain posted for two weeks on Employer bulletin boards at all bargaining unit work locations in a conspicuous place that gives all employees access to such information. Job postings and shift changes shall be mailed to the Union office at the address provided to the Employer at the same time they are posted to Employees.

All job postings shall contain:

- a) a job description;
- b) salary and hours of work information;
- c) start and stop times and days off;
- d) required, bona fide qualifications and
- e) the start date of the position
- f) which depot

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- 17.01.3 Where more than one employee makes application for a posting, seniority shall be the determining factor amongst the applicants who meet the selection criteria specified in Article 17.01.1 and 17.01.4.
- 17.01.4 Ability shall mean that an applicant has the formal education, special training and experience required for the position, or the equivalent knowledge and skill, or the ability to acquire the equivalent knowledge and skill within twenty (20) days of actual work in the position, and shall also include consideration of the employee's performance in his present job.
- 17.01.5 The successful applicant for the position will serve a qualifying period not to exceed three hundred (300) hours of paid work during which the Employer may, for reasons of inadequate performance, return the employee to his previously held position with no loss of seniority to that employee. The employee may voluntarily return to his previously held position with no loss of seniority within his qualifying period.
- 17.01.6 The Employer will make its best effort to fill vacancies or openings within two months of the date of posting. Once a vacancy or opening is filled, the Employer will make its best efforts to ensure that the successful applicant commences work within one month.

17.02 Layoff and Recall

- 17.02.1 When it is necessary to reduce staff, layoffs and recalls shall be made on the basis of last on, first off, and last off, first on based on the Master Seniority List.
- 17.02.2 The Regular employee in the classification affected by the layoff may use his/her master seniority to bump the most junior Regular employee in another work location in the same classification or a Regular or Casual employee may use his/her master seniority to move into his respective casual list within any work location. When recalled, such employees may return to their Regular position or stay on the casual seniority list.
- 17.02.3 A person shall not be considered new in restarting provided that the Employer shall not be required to re-engage employees who have been laid off for a period longer than twenty-four (24) months.
- 17.02.4 Employees laid off under this Clause shall leave an address with the Employer and not less than two (2) weeks' notice of resumption of work shall be given by the Employer to laid off employees by sending recall notices by registered mail to addresses given. If mutually agreed the employee may return earlier. The onus shall rest with the employee

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

17.02.5 If any person so recalled does not notify the Employer at least forty eight (48) hours before the starting date of his intention to resume employment, it shall be deemed at that time to be that the position is vacant and the next employee in order of seniority shall be recalled. Failure to report to work from layoff within fourteen (14) calendar days of receiving notification shall be considered a voluntary resignation by the employee.

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

17.03 Termination and Notice

In the event that an MVT employee becomes entitled to severance pay, his/her years of service with any previous Employer will not count in determining the amount of severance pay that he/she is entitled to, and instead only his/her years of service with MVT will count to determine the amount of severance pay to which he/she is entitled. The Employer will comply with the terms that exist as of the date of signing of this Agreement, as set out in "Liability Resulting From Length of Service", Part 8 Section 63 of the Employment Standards Act [RSBC 1996] Chapter 113" using January 1, 2009 as the earliest employment start date.

17.04

Opportunities to engage in driver training on a regular or semi-regular basis shall be posted and filled pursuant to the job posting provisions set out above.

Opportunities to engage in training or preparing to train in other classifications shall be offered by seniority to the available and qualified personnel pursuant to the job posting provisions set out above.

ARTICLE 18.00 CASUAL WORK PROCEDURES

18.01 Casual Work

The assignment of casual work shall be made on the basis of seniority to casual staff subject to the availability of the employee to perform the work; and subject to the work being available in the employee's respective job classification.

A primary casual list, in order of master list seniority, shall be maintained for each depot. Each casual employee will be registered on one primary casual depot list. A casual employee may change his primary depot by giving notice in writing during the shift sign-up period as defined in Article 16.01.

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In addition, each casual employee may, at his discretion, register on one or more secondary casual depot lists. Such employees shall be placed on a secondary casual list for each depot in order of their seniority from the master list.

Casuals shall be called for work in order of seniority and pursuant to the procedures outlined herein.

18.01.1 Call-in Procedures

- (a) Casual work shall be offered on the basis of master list seniority in the following order, assuming the employee has given prior notice of availability according to the established procedure:
 - 1. Casuals from the primary depot list
 - 2. Casuals from secondary depot list
 - 3. Regular employees from the depot
 - 4. Regular employees on the secondary depot list.

- (b) In the event that the work is overtime then the work will be offered to employees by the master seniority list for that depot and then to employees by the master seniority list that are on the secondary list for that depot. Overtime will not be assigned until all straight time options have been exhausted.

- (c) Employees will be offered their choice of all casual shifts available at the time; and/or may limit their hours of availability and/or may state preferences in advance. If the Employer fails to contact the employee on the first reasonable attempt, a shift may be assigned based on the employee's stated availability and preferences. If an employee has not contacted the Employer to confirm a work assignment by 7:00 pm on a day when the Employer leaves a message, the work may be offered to the next most senior available employee. Where work arises that was not foreknown to the Employer, it may be offered to the next most senior employee without adjustment of the work already assigned.

- (d) A casual call in record shall be maintained of all employees' notification of availability, employees notified of work requirement by the Employer, inability by the Employer to contact employees and casual work assignments. The casual call in record shall be available for examination by the Union upon request.

- (e) Employees will notify the Employer of their daily availability for a month's period no later than seven (7) calendar days prior to the end of the preceding month. Where an employee fails to give notification, he will be assumed to be unavailable for the month. Should the employee give notification after a deadline, he shall be placed at the bottom of the

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applicable list until such time that he can be placed into his proper seniority

18.01.2 One-Week blocks

Absent regular employees shifts may be assigned as One-week blocks. Employees so assigned are expected to work the entire period of time. The Employer will contact employees by 2:00 pm Friday to offer the weekly blocks available.

18.01.3 Daily Assignments

The Employer will contact employees by 2:00 pm to offer the work available for the following day.

18.01.4 Weekends

The Employer will contact employees by 2:00 pm Friday to offer the work available for Saturday, Sunday and Monday.

18.01.5 Statutory Holidays

The office will call casual drivers at least two weeks before a statutory holiday to see if they are available for work. Shifts will be assigned on the basis of seniority as per 18.01.1 (a) to employees declared available one week before a statutory holiday.

18.01.6 Short Notice Call-ins

In the event that a shift must be filled on short notice, the Employer will provide the employee with at least one hour notice plus adequate travel time to the depot or office and will be paid from the time of the normally scheduled shift start time.

18.01.7 Reporting for Work Assignments

Casual employees will be expected to report for and complete accepted work assignments except with valid reasons.

ARTICLE 19.00 TECHNOLOGY AND SERVICE

19.01 Technological Change

19.01.1 The Parties agree to cooperate so that the Employer can take full advantage of technology for the betterment of working conditions and service provision.

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Technology Rights: The Employer may employ existing and new technology, including - but not limited to, surveillance cameras, video systems, GPS, mobile data terminals/computers in order to protect critical areas of the Employer's premises and property from theft and/or damage, and to help ensure the safety of the driver, passengers, and the public – and compliance with all Federal, Provincial and local driving rules and regulations by both the driver and the motoring, cycling or pedestrian public.

The Employer shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

19.01.2 Unless otherwise agreed, the Employer shall notify the Union two (2) months in advance of the date that the Employer intends to introduce any new technology that will affect a significant number of employees either by loss of work or change in job function. After receipt of such notice, the Employer and the Union will meet to discuss the implementation and impact on employees who may be affected by the implementation of any technological change. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Article.

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

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

19.01.4 A regular employee for whom no job is available due to the implementation of technological change will, upon termination, receive one (1) weeks' severance pay for each one (1) full year of continuous service, provided that severance pay will not be applicable where any regular employee declines training or opportunity for transfer within the bargaining unit as provided for in this Article, and as a result voluntarily terminates his employment.

19.02 Contracting Out

Subject to article 19.03 below, the Employer agrees that it will not contract out bargaining unit work.

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19.03 Supplemental Taxi Service

The Employer may utilize taxis, for relief, overflow, or emergency purposes in order to complete HandyDART trips. Every effort will be made to complete trip assignments using bargaining unit employees.

ARTICLE 20.00 DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

20.00 Except in accordance with Article 17.02 or Article 19.01, no employee shall be terminated without just cause.

20.01 Written Complaints

All complaints leading to the suspension or dismissal of an employee must be in writing and shall be open for inspection by the Union. The Employer will make every reasonable effort to finish their investigations within five (5) days from the time that the Employer becomes aware of the need to take such action.

20.02 Employee Records

- 20.02.1 No disciplinary notation will be entered into an employee's record without the concerned employee being so advised. An employee and/or a Union representative with written permission from an employee shall have the right to view the employee's entire record upon giving reasonable notice to the Employer.
- 20.02.2 Any disciplinary documents on the employee's personnel file shall be removed after eighteen (18) months from the date of issue, except in cases where such documents are part of a safety related incident in the record. In the latter case, such documents shall be removed after twenty four (24) months.
- 20.02.3 Disciplinary documents given to employees will bear a note stating: "The parties agree that signatures indicate receipt of a document, but not necessarily agreement."

20.03 Disciplinary Meetings

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

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possible. This clause shall not apply to those interviews that are of an operational nature.

20.04 Progressive Discipline

Except in cases where serious action is justified, including but not limited to termination, the Employer agrees to utilize Progressive Discipline. Progressive Discipline is a series of increasing steps taken by an Employer that are designed to deter an employee from continuing to demonstrate unacceptable conduct or actions. It should be emphasized that the primary objective of progressive discipline is to correct the problem rather than punish the offender.

ARTICLE 21.00 MISCELLANEOUS PROVISIONS

21.01 Renewal of License

If it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Employer shall, upon request by the employee and permission of TransLink, provide appropriate and available equipment for this purpose.

21.02 Uniforms

Any employee required by the Employer to wear a uniform shall have that uniform provided free of charge by the Employer and shall be paid a cleaning allowance in the amount of five (5) dollars per bi-weekly pay period. Uniforms will be supplied in both male and female styles to fit, but, in any case, shall be supplied such that each employee shall receive at least four (4) shirts, three (3) pants (or an equal combination of pants and shorts), and one (1) new jacket every twenty-four months. Uniforms provided shall ensure adequate appearance, comfort, weather protection, and durability. Employee needs regarding allergies will be accommodated.

21.03 Employee Indemnity

- a) Civil actions-except where there has been gross negligence on the part of an employee, the Employer will:
 - 1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
 - 2) assume all costs, legal fees, and other expenses arising from any such action.

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- b) Criminal Actions-Where an employee is charge with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them.

21.04 Mandatory Training

It is at the discretion of the Employer whether employees will be required to take courses pertinent to their employment. Employees will be required to attend mandatory safety meetings.

In such cases the employee's time will be paid at the applicable rate. If the course does not fall within the employee's normal working hours, attendance will be mandatory, provided that it is a regular day of work for the employee and that the Employer ensures the employee's schedule is adjusted to minimize overtime. The Employer shall provide a minimum of two weeks' notice of such training. If an employee is unable to attend a training session from the initial notice, they will be provided with a minimum of two weeks' notice to attend the missed training session.

If the course does not fall on a regular day of work for the employee, and the employee shall be paid a minimum of two (2) hours at the applicable rate.

21.05 Drivers Abstract

Employees will sign a waiver authorizing the Employer to request driver abstracts from Insurance Corporation of British Columbia (ICBC) annually or as otherwise needed. The Employer will pay the fee for obtaining its employees' abstract.

21.06 Shift Trades

Employees may be allowed to trade shifts on a daily basis within their classification in a manner not adversely affecting other employees after approval by Management of the intended trade. Approval will not be unreasonably withheld. Such traded shifts must be within the same pay period and result in no increased costs to the Employer.

21.07 Bus Passes

Employees eligible for benefits will have TransLink provided bus passes arranged through the Employer. In the event that TransLink will provide additional bus passes, the Employer will distribute these passes to eligible staff.

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Any new bus pass provisions offered by TransLink to eligible HandyDART employees, or their families, will be made available through the Employer. The Employer is not responsible for additional passes unless provided by TransLink.

21.08 Copies of Collective Agreement

Within ninety (90) days of ratification, the Employer will post an electronic (PDF) copy of the signed Collective Agreement on its website. In addition, the Employer and the union shall share the cost of printed copies. For greater clarity, the Employer will provide the first 275 printed copies and the union will provide any further copies required.

21.09 Special Events

In case of special local, regional, national or international events, such as but not limited to the Olympics, the Employer, upon official notification from TransLink, will meet with the Union as soon as practical to discuss special demands and service needs including the possibility of any limitations or "blackout's".

ARTICLE 22.00 SAFE WORK PRACTICES

22.01 Safe Working Practices

- 22.01.1 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:
- 22.01.2 An employee shall not be required to drive a vehicle that is unsafe. Employees must follow the procedures laid down by the Employer for reporting vehicles in need of maintenance.
- 22.01.3 An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.
- 22.01.4 The final determination of whether a vehicle is safe rests with a journeyman certified mechanic.

ARTICLE 23.00 MAINTENANCE WORK DAYS, HOURS AND SHIFTS

23.01 Minimum Hours

All regular full-time maintenance employees who report to work as scheduled shall be paid a minimum of eight (8) hours per shift, and forty (40) hours over five

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(5) consecutive days per week or a minimum of ten (10) hours per shift, and forty (40) hours over four (4) consecutive days per week.

23.02 There shall be no split shifts in the maintenance department unless agreed by the Union Executive

23.03 Where required, maintenance staff will open and close the facility.

ARTICLE 24.00 MAINTENANCE SHIFT SIGN UP

24.01 The Maintenance Shift Sign Up sheet shall be posted for three (3) sign-ups per year, and shall show seniority and shift working hours.

The change in shifts will take effect beginning on the first pay period following January 1st, May 1st and September 1st.

24.02 For Relief shifts the following rules apply:

- (i) When a maintenance employee works a relief shift the regular working day rules and rates of the shift being covered shall apply.
- (ii) At the discretion of the Maintenance Manager, relief assignments will be responsible for covering unmanned shifts due to sick leave, vacation leave, and training leave.
- (iii) Where-any of the above coverage is required it will be offered according to seniority and required qualifications starting with the most senior qualified employee. In the event the shift is not filled after exhausting the seniority list, it will be assigned to the least senior employee with the required qualifications.
- (iv) Employees will not be required to work more than six (6) consecutive days without a day off.

24.03 Apprentices will be assigned to any shift deemed necessary by the Maintenance Manager. For the first two years, Apprentices shall not be assigned to any shift where there is not a journeyman mechanic normally scheduled. Said shifts will be determined when the regular shift sign-up is posted and shall be unchanged for the normal sign-up period.

24.04 New maintenance employees, other than Apprentices, will be assigned for a period no greater than one (1) year from date of hire, to any shift deemed necessary by the Maintenance Manager. Shift duration will be for a period of no less than one (1) month. The Maintenance Manager will provide the schedule as far in advance as possible. After completion of one (1) year service the employee shall be moved to the next regular shift sign-up.

ARTICLE 25.00 MAINTENANCE OVERTIME

25.01 Hours worked in excess of an employee's normal daily work shift shall be compensated for at time and one half the employee's regular rate of pay for such time over eight (8) hours and double time the employee's regular rate of pay for all time worked over eleven (11) hours.

25.02 Maintenance Call Out/Standby

The minimum duty time to be paid to maintenance personnel called out prior to or after completion of a regular shift shall be two (2) hours' pay at the applicable overtime rate.

ARTICLE 26.00 MECHANIC PROGRESSIONS

26.01 A Trade Qualification in Commercial Transport certification is recommended but not required for all mechanics hired.

Mechanic "A" is a journeyman certified mechanic with a minimum of three (3) years experience as a journeyman.

Mechanic "B" is a journeyman certified mechanic with less than three (3) years experience as a journeyman.

Mechanic "C" is an apprentice.

26.02 If time off is required to attend work related courses or seminars not required by the Employer, the Employer will allow the time off, up to eighty (80) hours per calendar year (except for apprentices who may require more time off to obtain certification), subject to staffing, and the employee shall make up the time lost at straight time. With respect to the day the employee writes the Trade Qualification examination, paid time off will be allowed, including travel time, where it occurs, in what would have otherwise been part of the employee's regular shift.

26.03 Where an apprenticeship program in the maintenance facility is in effect and an employee is so enrolled, then time off required to attend classes shall be paid at straight time provided any funds they receive are reimbursed to the Employer.

26.04 An Apprentice in their 4th year of employment with the Employer, upon proof of obtaining Provincial certification as a Journeyman Mechanic, will be paid the Mechanic "B" rate.

ARTICLE 27.00 MAINTENANCE SHIFT DIFFERENTIAL

27.01 Shift differential of One Dollar (\$1.00) per hour shall be paid to Maintenance staff in accordance with 27.02. The shift differential shall be paid for the regular hours

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of the shift and includes the shift hours worked by replacement personnel, but will not be paid to overtime hours attached to the shift.

27.02 Shift differential is to be paid to full shifts that both commence and finish during the hours of 1600 and 0800.

27.03 Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.

27.04 Premium pay at time and a half (1-1/2) shall be paid for all hours worked between 1700 and the end of the service day on New Year’s Eve.

ARTICLE 28.00 MAINTENANCE LEADHAND

28.01 (i) A Maintenance Leadhand will be appointed as needed by the Maintenance Manager.

(ii) Leadhands are required to have either a BC Trades Qualification (T.Q.) as a Commercial Transport or Automotive Mechanic, or a BC Certificate of Apprenticeship as a Commercial Transport or Automotive Mechanic.

(iii) The premium for the Leadhand Mechanic is outlined in Appendix A

28.02 Leadhand Coverage

Except in cases where pay differentials occur based on an individual’s experience, when an employee relieves in a higher paid position, that employee will be paid the higher rate of pay.

ARTICLE 29.00 MAINTENANCE PROTECTIVE CLOTHING AND EQUIPMENT

(a) The Employer shall supply, maintain and clean at least ten (10) pairs of coveralls per two (2) week period per employee to all Maintenance personnel. Additional coveralls shall be supplied during the week as required to provide proper protection for the employee’s clothing.

(b) Rainwear shall be supplied for all maintenance personnel as needed.

(c) When safety shoes are required on the job and with prior approval by the Maintenance Manager, the Employer will pay up to Two Hundred and Fifty Dollars (\$250) per twelve (12) month period towards the cost of safety shoes or steel toed rubber boots purchased by employees in the classification of Mechanic or where required by WorkSafeBC, and the shoes are approved as suitable for the work to be done. Proof of purchase to be submitted to the Maintenance Manager for reimbursement.

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- (d) Protective equipment will be supplied by the Employer to maintenance employees as required under Work Safe BC Regulations.

ARTICLE 30.00 MAINTENANCE TOOL ALLOWANCE

As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance of \$600.00 annually. The Tool Allowance will be paid on the employee's payroll cheques on the yearly anniversary of their hire date.

ARTICLE 31.00 MAINTENANCE CVI RENEWAL FEE

The Commercial Vehicle Inspector (CVI) Renewal Fee will be reimbursed by the Employer to those employees requiring certification once every two years.

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APPENDIX A - WAGE SCALE

Classifications	1-Jan-2010	1-Jan-2011	1-Jan-2012	1-Jan-2013
Training Pay (New Employees only)	\$15.25	\$15.71	\$16.49	\$17.32
Accounting Clerk	\$24.50	\$25.24	\$26.50	\$27.82
Administration Clerk **	\$22.00	\$22.66	\$23.79	\$24.98
Booking Agent	\$21.50	\$22.15	\$23.25	\$24.41
Check in Clerk	\$22.25	\$22.92	\$24.06	\$25.27
Customer Service Agent	\$22.00	\$22.66	\$23.79	\$24.98
Dispatcher	\$22.50	\$23.18	\$24.33	\$25.55
Dispatcher - Chief **	\$25.00	\$25.75	\$27.04	\$28.39
Dispatcher Scheduler	\$22.50	\$23.18	\$24.33	\$25.55
Schedulers	\$22.50	\$23.18	\$24.33	\$25.55
Payroll Clerk – NOFA	\$24.30	\$25.03	\$26.28	\$27.59
Payroll Clerk –SOFA	\$24.30	\$25.03	\$26.28	\$27.59
Road Supervisors	\$24.50	\$25.24	\$26.50	\$27.82
Drivers	\$21.30	\$22.05	\$23.15	\$24.30
Training Instructor	\$22.05	\$22.80	\$23.90	\$25.05
Drive Cam Reviewers	\$20.25	\$20.86	\$21.90	\$23.00
Geocode Specialist	\$29.00	\$29.87	\$31.36	\$32.93
Lead Hand	\$29.50	\$30.39	\$32.06	\$33.66
Maintenance Clerk	\$23.50	\$24.21	\$25.54	\$26.81
Mechanic A	\$29.50	\$30.39	\$32.06	\$33.66
Mechanic B	\$28.50	\$29.36	\$30.97	\$32.52
Mechanic C	\$26.50	\$27.30	\$28.80	\$30.24
Shop Foreman	\$32.00	\$32.96	\$34.77	\$36.51

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Training Rates

Trainer: A premium of \$0.75 per hour shall be paid to any employee for any hours in which that employee is engaged in training another employee at the request of the Employer, except during apprenticeship training.

Trainee: As outlined in above Appendix A Wage Scale.

The above trainee rates are only applicable to newly hired employees for a maximum of ten (10) working days. Any other training required will be at the regular rate for the position.

DRIVER AND OFFICE EMPLOYEES PREMIUMS

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

1. A premium of twenty-five (25) cents per hour shall be paid to an employee for all hours during which the employee carries a cell phone or pager at the request of the Employer.

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APPENDIX B - ROUTE SUMMARY SHEET

Name: _____

Route:	Pouch #:	Vehicle:	Date:
Odometer	Fueling Record	Scheduled Time	Actual Time
Pull Out:	Time Start:	Clock In:	Clock In:
1 st Pick Up:	Liters:	Pull Out:	Pull Out:
Last Drop Off:	Odometer:	Return Yard:	1st Pick Up:
Pull In:	Time End:	Clock Out:	1st Break: Start / End
2 nd Vehicle:	Ticket - 1&2 Zone:	Pass-1 Zone:	Lunch: Start / End
Pull Out:	Ticket - 3 Zone:	Pass-2 Zone:	2 nd Break: Start / End
1 st Pick Up:	Ticket - 4 Zone:	Pass-3 Zone:	Last Drop Off:
Last Drop Off:	No Pay:	Employee Pass:	Return Yard:
Pull In:	Cash: \$	Transfers:	Clock Out:
If vehicle was not fueled please explain why here:	I understand that I am allowed 12 minutes for pre- trip of my vehicle before pull out and 5 minutes after return to yard for post trip of my vehicle. I also understand that any difference in time needs a supervisor's approval.		
	Driver Signature:		
	Supervisor Name & Signature:		
	Driver notes or time delays. Please explain here:		

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APPENDIX C - LOU APRIL 16, 2009

Letter of Understanding
Between
Amalgamated Transit Union Local 1724
And
MVT Canadian Bus

The following constitutes full and final settlement of the issues in dispute at the Labour Relations Board, in relation to the application by the ATU Local 1724 (hereinafter referred to as the Union) for certification with MVT Canadian Bus (hereinafter referred to as the Employer).

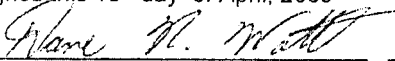
1. The Employer agrees to withdraw any and all objections and interventions in matters arising from the application for certification and/or the granting of the certification by the Labour Relations Board of B.C.; and
2. The Union agrees, based on the information provided by the Employer, that the following positions are properly excluded from the bargaining unit, pursuant to the Labour Code of British Columbia: Program Director; Executive Assistant; Director Operations; Director Human Resources; Controller; Maintenance Manager; Call Centre Manager; NOFA General Manager; NOFA Operations Manager; SOFA Operations Manager; Payroll Manager; Reports Manager; IT Manager; Operations Analyst; MDT Manager; Drive Cam Manager; Deputy Assistant Manager; Consumer Advocate; Customer Service Manager; Operation Manager; Booking Manager; Dispatch Manager; Customer Service Specialists; Scheduling Manager; Safety Manager; Training Manager; Depot Managers, Generalist Full-Pari Time: and
3. The Employer agrees to immediately provide to the Union, current job descriptions for all positions listed in (2) above. Said job descriptions describe the positions currently functioning, and as such, are the basis for the agreement to exclude from the bargaining unit; and
4. In consideration of the terms of this agreement, the Union agrees to alter the scope of the certification sought as follows: "All employees of MVT Canadian Bus who provide and maintain all Custom Transit Services in the Translink Transportation Service Region area: and

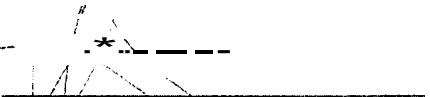
MVT ATU CBA January 13, 2010 – December 31, 2013

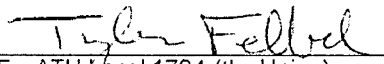
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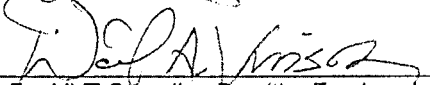
5 This constitutes full and final settlement of all Certification related matters currently outstanding

Signed this 16th day of April, 2009


For ATU Local 1724 (the Union)


For MVT Canadian Bus (the Employer)


For ATU Local 1724 (the Union)


For MVT Canadian Bus (the Employer)

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

Signed Sealed and Delivered
on behalf of
MVT CANADIAN BUS, INC.

Signed, Sealed and Delivered
on behalf of
AMALGAMATED TRANSIT UNION,
LOCAL 1724

Dated this _____ day of January 2010.

MVT ATU CBA January 13, 2010 – December 31, 2013

APPENDIX D - LOU JANUARY 13, 2010

LETTER OF UNDERSTANDING

BETWEEN

MVT CANADIAN BUS, INC.

AND

AMALGAMATED TRANSIT UNION LOCAL 1724

The company agrees to grandfather the following employees by considering them as eligible for benefit coverage as defined under their prior collective agreements and will be eligible for coverage under Article 8.01 and they shall be eligible for vacation entitlement as per Article 11 :

Barnett, Catherine
Allaby, Cynthia

Signed,
on behalf of
MVT CANADIAN BUS, INC.

Signed,
on behalf of
AMALGAMATED TRANSIT UNION, LOCAL
1724

Dated this _____ day of January 2010.

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

MVT CANADIAN BUS, INC.

(the "Employer")

AND:

AMALGAMATED TRANSIT UNION LOCAL 1724

(the "Union")

ARBITRATOR:

Vincent L. Ready

COUNSEL:

Michael Korbin for
the Employer

Karen Dean for
the Union

WRITTEN SUBMISSIONS:

January 5 and 8, 2010

PUBLISHED:

January 13, 2010

The parties agreed I was properly constituted as an Interest Arbitrator to settle the terms and conditions of their Collective Agreement.

This is a first Collective Agreement between these parties. It covers HandyDart drivers who provide a valuable service to many residents of the province who rely on the service for their transportation needs.

Up until 2008, the service was provided by several employers in the lower mainland. In 2008, Translink awarded a contract to the Employer to provide service across the lower mainland effective January 1, 2009.

Most of the previous service providers were certified with one of three unions, and there were different collective agreements in place.

Although the Employer was not a successor to the previous employers, as that term is applied under the *Labour Relations Code*, the Employer advised the unions that it would recognize one of the unions.

The Labour Relations Board conducted a representation vote amongst the unions and the Union was chosen by the employees as their representative.

The parties negotiated a transition agreement effective January 1, 2009. It resulted in the previous collective agreement terms being maintained where they applied previously, wage rates were standardized, and the Employer established a Trust Fund to maintain pension contributions.

It would be an understatement to say this has been a difficult set of negotiations for both parties. To begin with the parties were faced with negotiating what were previously three collective agreements into one.

In my personal experience this is always a daunting task. This case is no exception. There were many bumps along the lengthy negotiating process.

The Union commenced a legal strike on October 26, 2009. I am advised that at the time strike commenced there were approximately 70 issues in dispute.

The parties engaged the services of the Mediation Branch of the Labour Relations Board.

Indeed the services provided by Mark Brown, Associate Chair, Mediation, Labour Relations Board of British Columbia are to be commended. At the time he entered the dispute as mediator, there were still more than 60 issues in dispute. He was successful in resolving a significant number of issues and on those which the parties were unable to resolve, he issued non-binding recommendations to the parties on December 21, 2009. In doing so, he secured the commitment of both the Union and the Employer negotiating committees to recommend acceptance of his recommendations to their principals.

Notwithstanding the Union's recommendation of acceptance to its membership, the Union membership voted approximately 58% to reject the recommended collective agreement.

On December 29, 2009 I was asked to assist the parties in resolving this dispute. I met with the parties on December 30, 2009.

Needless to say entering a dispute after the parties had already agreed to recommend the recommendations of Mr. Brown is difficult indeed. I will repeat here what I told the Union's bargaining committee directly, that is, that when an Employer is secure in the knowledge that the Union's bargaining committee will recommend acceptance of a contract offer or a mediator's recommendations, it will then make its best and final offer to settle, secure to the extent that it can be,

that the Union will recommend that its members will accept the proposal and settle the agreement.

This case is no exception. Hence when I entered the dispute there was little, if any, room left for negotiating. Put bluntly, the Employer had gone as far as it could and the Union membership rejected it.

Not surprisingly the Employer was not prepared to make any substantial moves to settle the dispute and the Union felt it needed more to settle the strike.

I then advised the Union bargaining committee that given the recommendations of Mr. Brown, which went a long way to meet the Union's demands, in particular its pension proposal which had been the main flashpoint during the dispute, it seriously needed to consider the consequences of prolonging this dispute.

At this point, it was agreed to submit the remaining issues to binding interest arbitration.

The parties agreed to, and did provide me with their written submissions on the outstanding issues. I have fully considered these submissions.

ROLE OF AN INTEREST ARBITRATOR

Before delving into the issues I pause to discuss the role of an interest arbitrator which, stated in its simplest form, is to replicate a collective agreement that the parties would have reached had they been left on their own to do so. This approach is commonly referred to as the replication theory. It requires the arbitrator to craft a collective agreement he/she feels the parties would reach had they negotiated using all of the economic weapons at their disposal, such as strike/lockout.

In this case, as stated earlier, the Union had implemented its right to strike and remained on the picket line for more than ten weeks in support of its demands. This brought significant and prolonged economic pressure on the Employer and the Union was successful in achieving a number of its demands, including its main concern of securing participation in the Municipal Pension Plan (MPP) for its members, as well as other improvements to wages and benefits.

I must also take into consideration that the recommendations submitted by Mr. Brown were seen as sufficient in the eyes of both bargaining committees for them to recommend acceptance. That fact in and of itself is instructive to the point that when the bargaining committees agreed to recommend the settlement they were satisfied it was all that was achievable at that point in time, after a lengthy strike.

I have made these observations in order to set the context of this Award. Attached as Schedule 1 to this Award is the Collective Agreement that I order to be in effect, effective the date of this Award. It should be noted that the Collective Agreement is as recommended by Mark Brown in his report, except to the extent modified by this Award.

ISSUES IN DISPUTE

I now turn to the issues in dispute.

1. Drivers' Rates of Pay

The Union's final position in mediation with Mark Brown was to have the Drivers paid at \$22 per hour in 2010 with 3%, 5%, and 5% increases in each of the following three calendar years. The Employer's position was to have the Drivers paid at \$21.25 per hour in 2010, with 3%, 5%, and 5% increases in each of the following three calendar years.

Mr. Brown recommended a compromise between these two positions, partly in light of the other economic improvements the Union achieved in the recommended Collective Agreement (especially in the area of the pension plan). Mr. Brown accordingly recommended the \$21.25 wage rate for 2010, but moved the rate up to \$22 starting January 1, 2011, with 5% increases in each of the following two calendar years.

In its submission to me, the Union focused on what it considers to be a disparity between the wages that HandyDart drivers earn, and the wages that conventional transit (“bigbus”) drivers earn. The Union notes that conventional transit drivers currently earn \$28.35 per hour.

The Employer relied on an earlier HandyDart interest arbitration decision in *Farwest HandyDart Services Inc. and ICTU Local 3* (February 29, 1996) Award A-98/96, where I held:

16. I have given due consideration to the Union’s argument that parity with B.C. Transit’s conventional bus operation is warranted in the present circumstances, and conclude that it must be dismissed. I find there to be no economic or other logical basis on which this parity argument can be sustained, considering the qualifications, duties and responsibilities, and work environments in Farvest versus those in the conventional Transit system. A more appropriate comparator is the group of other HandyDart operations with their freely negotiated agreements.

The Employer noted that the Union had not been able to achieve “parity” between the wages of HandyDart drivers and conventional transit drivers despite seeking that in bargaining for decades, and indeed that the Union did not ultimately seek such parity in its final position in mediation with Mr. Brown.

Finally, the Union asked in its submission that “any and all monies that are additional to that which are provided in the Mark Brown recommendations,

should and must be directed to the Drivers in the form of some kind of remuneration”.

I generally agree with Mr. Brown’s views regarding the appropriate wage rate for Drivers, given all the circumstances. Nevertheless, I will award a \$0.05 cent increase each year. I award that the Drivers’ rate of pay is to be \$21.30 in 2010 (effective the pay period immediately following the date of this Award); \$22.05 in 2011; \$23.15 in 2012; and \$24.30 in 2013.

2. Lump-sum Payment from Employer to Union

In addition to the amendment to the Drivers’ rate, I award an additional amount that shall be paid by the Employer to the Union. Mr. Brown recommended that the Employer provide a sum of \$100,000 to be paid to the employees in a manner directed by the Union as a lump sum payment to the employees. I increase the amount of the payment to \$400,000 (a \$300,000 increase over what Mr. Brown recommended) and I order the Employer to pay this amount to the Union to distribute to its members as it deems appropriate.

3. Employer Grievance Regarding Payment of Employees Engaged in Collective Bargaining

I also agree with Mark Brown that the Employer should withdraw the grievance it filed against the Union for payment of employees engaged in collective bargaining. I understand from the Employer that the amount claimed against the Union is more than \$90,000, and I hereby order that the Employer withdraw that grievance against the Union.

4. Wage Scale Anomalies

The Union identified a number of wage scale anomalies in the Mark Brown recommended wage scale.

(a) Wage rate for Training Instructor

I agree with the Employer that the Training Instructor should receive the Drivers' wage rate plus a \$0.75 per hour premium. Therefore, the Training Instructor wage rate is set as follows: \$22.05 in 2010 (effective the pay period immediately following the date of this Award); \$22.80 in 2011; \$23.90 in 2012; and \$25.05 in 2013.

Nonetheless, for the current Training Instructor (Mark Beeching), I order that his current wage rate be grandfathered until such time as the Training Instructor wage rate exceeds his current wage rate.

(b) Payroll Clerk and Accounting Clerk

I agree with the Union's submission and I order that these wage rates be exchanged. This will be reflected in Schedule 1 to this Award – the Collective Agreement.

(c) Training Pay (New Employees Only)

I agree with the Union's submission on the rate of pay for this position. This will be reflected in Schedule 1 to this Award.

(d) Geocode Specialist

I agree with the Union's submission that the position is properly called Geocode Specialist, and not Geocode Manager. This will be reflected in Schedule 1 to this Award.

5. Appendix D

I agree with the Union's submission regarding Appendix D and this will be reflected in Schedule 1 to this Award.

6. Pay for Working on a Statutory Holiday - Article 12.03

I agree that the language in this Article should be modified as submitted by the Union and this will be reflected in Schedule 1 to this Award.

7. Vacation Pay - Casual Employees - Article 10.01.7

I agree that the language in this Article should be modified as submitted by the Union and this will be reflected in Schedule 1 to this Award

8. MPP - Article 8.03.1

This is a contentious issue. The Employer submits the language should be modified in order to avoid any confusion or discord arising from the language Mr. Brown recommended. The Employer further submits that that language does not fully reflect the agreement the parties reached in mediation on this issue (and as recited by Mr. Brown in the Background portion of his report). The Employer also argues the language in the Collective Agreement should reflect, rather than diminish, the rights and obligations the Municipal Pension Plan itself creates for employees. The Union submits the language should not be altered from what Mr. Brown recommended.

It appears the parties do agree on the requirements of the MPP for current employees of the Employer: For those current employees who were enrolled in the MPP with their previous employer immediately prior to being hired by the Employer, they are required to continue participation in the MPP. For those current employees who were not enrolled in the MPP with their previous employer immediately prior to being hired by the Employer, they have the right to opt out of the MPP by signing the prescribed waiver form with the MPP within the time period prescribed by the MPP (within 90 days of the Employer joining the MPP).

In my view, the language in the Collective Agreement should clearly reflect this state of affairs so that the Employer, the Union and most importantly the employees, will clearly understand their rights and obligations.

There may be a disagreement between the parties over the question of whether **all** future hires are required to become enrolled in the MPP. Certainly the current MPP rules state there is mandatory enrolment for certain employees, including permanent full-time employees. I do not understand the Employer to dispute this. However, the MPP rules do also suggest that certain categories of employees are not subject to mandatory enrolment – although it is not clear to me how the MPP administers the rules in this regard. Accordingly, I agree with the Employer that the language in the Collective Agreement should refer to the fact that new hires are to be enrolled in the MPP, subject to any right they may have to opt out of the MPP. In applying the replication principle, I conclude that the parties would clearly have agreed to live by the rules set by the MPP and they would further have agreed that the employees should have whatever rights and obligations afforded to them by the MPP itself.

Accordingly, I have crafted language for Article 8.03.1 that achieves the objectives outlined above.

9. Calendar Year Accrual Basis - Article 10.01.2

I agree with the Employer that the reference to June 1st should be changed to July 1st, and I understand the Union has no objection to this.

10. Effective Date for New Wage Scale

I order that the wage scale in Schedule 1 – the Collective Agreement – take effect with the pay period immediately following the date of this Award.

11. The Relationship

After a very difficult and lengthy process of collective bargaining and a strike, the parties now have a four year Collective Agreement. In my involvement with both parties I saw that they approached matters in good faith and with a view to developing a mutually beneficial relationship. I conclude that it is in the

best interest of the Employer, the Union and the employees that steps be taken to improve the ongoing day-to-day labour relations between the parties to assist with resolving grievances and workplace issues. In particular, I direct that, after the parties have returned to full service, both parties will ensure their executive members participate in the four current programs available at the Labour Relations Board to improve the relationship between the parties. The Board provided programs are:


- Relationship Enhancement Program
- New Certifications and First Collective Agreements
- Towards Better Labour Management Relations
- Joint Consultation Committees (JCC)

In the event there is a significant change in the executive teams, either party may request re-enrolment into the required program.

I retain the necessary jurisdiction as an expedited arbitrator to resolve any issues arising out of the interpretation, application, operation, implementation or alleged violation of this Award.

It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 13th day of January, 2010.



Vincent L. Ready