

# **COLLECTIVE AGREEMENT**

Between

**FIRSTCANADA ULC**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 113**

**April 1, 2015 – March 31, 2018**

15012 (01)

# TABLE OF CONTENTS

<b>PREAMBLE</b>		<b>1</b>
<b>ARTICLE 1</b>	<b>BARGAINING AGENCY AND RECOGNITION</b>	<b>1</b>
1.01	BARGAINING AGENT	1
1.02	NAMES OF OFFICERS AND REPRESENTATIVES	1
1.03	ACCESS TO EMPLOYER'S PREMISES	1
<b>ARTICLE 2</b>	<b>NOTICE TO BARGAIN</b>	<b>2</b>
2.01	COLLECTIVE AGREEMENT INFORMATION	2
<b>ARTICLE 3</b>	<b>UNION MEMBERSHIP</b>	<b>2</b>
3.01	BARGAINING UNIT	2
3.02	NEW EMPLOYEES	2
3.03	NOT GOOD STANDING IN THE UNION	2
3.04	GOOD STANDING IN THE UNION	2
<b>ARTICLE 4</b>	<b>UNION DUES CHECK-OFF AND ASSESSMENTS</b>	<b>3</b>
4.01	DUES DEDUCTIONS	3
4.02	UNION BULLETIN BOARD	3
4.03	UNION LOGO	3
<b>ARTICLE 5</b>	<b>EMPLOYEE RESPONSIBILITY</b>	<b>3</b>
5.01	EMPLOYEE RESPONSIBILITY	3
<b>ARTICLE 6</b>	<b>GRIEVANCE PROCEDURES</b>	<b>4</b>
6.01	DEFINITIONS	4
6.02	STEP 1	4
6.03	STEP 2	4
6.04	STEP 3	4
6.05	POLICY GRIEVANCES AND GRIEVANCES INVOLVING SUSPENSION OR DISCHARGE	5
6.06	GRIEVANCE MEDIATION	5
6.07	ARBITRATION	5
6.08	TIME LIMITS	6
6.09	DISCIPLINE	6
<b>ARTICLE 7</b>	<b>UNION RESPONSIBILITY</b>	<b>6</b>
7.01	WRITTEN REQUESTS TO REMOVE AN EMPLOYEE	6
7.02	RIGHT TO UNION REPRESENTATION	6
7.03	SUSPENSION NOTICE	7
7.04	EMPLOYEES ON LONG TERM CHARTER OR HOLIDAYS AND SUSPENSION	7
7.05	EMPLOYEES INFORMING COMPANY OF THEIR CURRENT ADDRESS	7
7.06	MANAGEMENT RIGHTS	7
7.07	SURVEILLANCE CAMERAS AND GPS	8

<b>ARTICLE 8</b>	<b>LEAVES OF ABSENCE .....</b>	<b>8</b>
8.01	GENERAL LEAVE.....	8
8.02	LEAVES OF ABSENCE FOR UNION BUSINESS WITHOUT PAY .....	8
8.03	BEREAVEMENT LEAVE .....	9
8.04	REMUNERATION WHILE ON UNION LEAVE .....	9
8.05	MATERNITY LEAVE, PARENTAL LEAVE, AND ADOPTION LEAVE.....	9
8.06	EMERGENCY LEAVE .....	10
8.07	JURY DUTY.....	10
8.08	EDUCATION LEAVE.....	10
8.09	DRIVERS LICENSE SUSPENSION .....	10
<b>ARTICLE 9</b>	<b>EMPLOYEE BENEFITS.....</b>	<b>11</b>
9.01	EMPLOYEE BENEFIT PLAN .....	11
<b>ARTICLE 10</b>	<b>ANNUAL VACATIONS .....</b>	<b>13</b>
10.01	VACATIONS .....	13
<b>ARTICLE 11</b>	<b>SENIORITY, LAY-OFF, RE-HIRE, AND PROBATIONARY PERIODS .....</b>	<b>14</b>
11.01	PROBATION AND TRIAL PERIOD.....	14
11.02	SENIORITY .....	15
<b>ARTICLE 12</b>	<b>CHOOSING OF WORK.....</b>	<b>17</b>
12.01	CHOOSING OF WORK .....	17
12.02	WORK DEFINITIONS .....	19
<b>ARTICLE 13</b>	<b>CHOICE OF ADDITIONAL WORK.....</b>	<b>20</b>
13.01	REGULAR COMPANY EMPLOYEES .....	20
13.02	REPLACING VACATED SHIFTS.....	20
<b>ARTICLE 14</b>	<b>CLOTHING.....</b>	<b>20</b>
14.01	SHOP EMPLOYEES.....	20
14.02	FULL TIME DRIVERS.....	20
14.03	WORK BOOTS .....	21
14.04	UNIFORMS.....	21
14.05	FULL TIME EMPLOYEES WORKING THE AIRPORT RUN.....	22
<b>ARTICLE 15</b>	<b>STATUTORY HOLIDAYS.....</b>	<b>22</b>
15.01	STATUTORY HOLIDAYS .....	22
<b>ARTICLE 16</b>	<b>PROMOTIONS IN AND OUT OF SCOPE POSITIONS .....</b>	<b>23</b>
16.01	OUT OF SCOPE POSITIONS .....	23
<b>ARTICLE 17</b>	<b>SENIORITY ROSTERS.....</b>	<b>23</b>
17.01	SENIORITY ROSTERS.....	23
<b>ARTICLE 18</b>	<b>ROTATION OF OVERTIME .....</b>	<b>24</b>
18.01	ROTATION OF OVERTIME.....	24

<b>ARTICLE 19</b>	<b>ROOM RENT.....</b>	<b>24</b>
19.01	LAYOVER POINTS .....	24
19.02	SEPARATE ACCOMMODATION WHEN ON LAYOVER .....	24
<b>ARTICLE 20</b>	<b>HOURS OF WORK .....</b>	<b>24</b>
20.01	HOURS OF WORK.....	24
<b>ARTICLE 21</b>	<b>OVERTIME .....</b>	<b>25</b>
21.01	OVERTIME RATES.....	25
<b>ARTICLE 22</b>	<b>REPORTING TIME AND BOOKING OFF TIME .....</b>	<b>25</b>
22.01	PRE-TRIP INSPECTION AND REPORTING TIME .....	25
<b>ARTICLE 23</b>	<b>PAY FOR ATTENDING COURT.....</b>	<b>26</b>
23.01	PAY FOR ATTENDING COURT .....	26
<b>ARTICLE 24</b>	<b>WAGES .....</b>	<b>26</b>
24.00	FLAT RATES.....	26
24.01	WAGE GRID AND PREMIUMS.....	27
24.02	CUPE MULTI-SECTOR PENSION PLAN.....	28
24.03	PAYMENT OF WAGES .....	30
<b>ARTICLE 25</b>	<b>CHARTERS.....</b>	<b>31</b>
25.01	WITH MORE THAN ONE DRIVER.....	31
25.02	CHARTER ROTATION LISTS .....	32
25.03	CHARTERS UNDER TWENTY-FOUR HOURS .....	32
25.04	CHARTERS OVER TWENTY-FOUR HOURS.....	32
25.05	CHARTER TRIPS WITH HIGHWAY EQUIPMENT UNDER TWENTY-FOUR HOURS .....	32
25.06	CHARTER TRIPS WITH HIGHWAY EQUIPMENT OVER TWENTY-FOUR HOURS.....	32
25.07	PAYMENT ON A MILEAGE BASIS .....	33
25.08	CHARTER BOARD FOR EXTRA WORK .....	33
25.09	CHARTERS BY LOCATION .....	33
25.10	EXPENSE MONEY .....	33
25.11	CHARTERS REQUIRING SPECIAL KNOWLEDGE OR SKILLS .....	33
<b>ARTICLE 26</b>	<b>EMPLOYEE DEFINITIONS .....</b>	<b>34</b>
<b>ARTICLE 27</b>	<b>CASUAL EMPLOYEES .....</b>	<b>34</b>
27.01	CLASSIFICATIONS .....	34
27.02	RELIEF DRIVER.....	34
27.03	PRIORITY .....	35
27.04	NUMBER OF CASUALS .....	35
27.05	OTHER CIRCUMSTANCES .....	35
27.06	CASUAL SENIORITY.....	35
27.07	CASUAL PROMOTION .....	35
27.08	CASUAL PROBATIONARY PERIOD.....	36
27.09	CASUAL AND STATUTORY HOLIDAY PAY.....	36

27.10	VACATION PAY .....	36
27.11	CASUAL RATES OF PAY .....	36
27.12	RECALL RIGHTS .....	36
27.13	CASUAL EMPLOYEES WHO ARE PROMOTED AND VACATION PAY.....	36
<b>ARTICLE 28</b>	<b>EMPLOYEE TRAINING.....</b>	<b>37</b>
<b>ARTICLE 29</b>	<b>HEALTH AND SAFETY COMMITTEE .....</b>	<b>38</b>
<b>ARTICLE 30</b>	<b>HOUSEKEEPING.....</b>	<b>43</b>
30.01	Co-OPERATION.....	43
30.02	DEFINITION.....	43
<b>ARTICLE 31</b>	<b>TERM OF AGREEMENT.....</b>	<b>43</b>
31.01	TERM .....	43
<b>LETTER OF UNDERSTANDING NO. 1</b>	<b>.....</b>	<b>44</b>
	RE: DRIVERS GOING TO PRINCE RUPERT TO SERVICE THE TOUR BOATS.....	44
<b>LETTER OF UNDERSTANDING NO. 2</b>	<b>.....</b>	<b>45</b>
	RE: TERMINAL EXPRESS.....	45
<b>LETTER OF UNDERSTANDING NO. 3</b>	<b>.....</b>	<b>47</b>
	RE: TEMPORARY RELIEF DRIVER .....	47
<b>LETTER OF UNDERSTANDING NO. 4</b>	<b>.....</b>	<b>48</b>
	RE: WORK PRACTICES AT TERRACE AND HAZELTON ONLY.....	48
<b>LETTER OF UNDERSTANDING NO. 5</b>	<b>.....</b>	<b>49</b>
	RE: FULL TIME COACH CLEANING POSITION IN PRINCE RUPERT .....	49
<b>LETTER OF UNDERSTANDING NO. 6</b>	<b>.....</b>	<b>50</b>
	RE: TERRACE CHARTER WORK AND EMERGENCY CALLS .....	50
<b>LETTER OF UNDERSTANDING NO. 7</b>	<b>.....</b>	<b>52</b>
	RE: INDUSTRIAL WORK .....	52
<b>LETTER OF UNDERSTANDING NO. 8</b>	<b>.....</b>	<b>54</b>
	RE: CODY MILLARD COMMERCIAL TRANSPORT PREMIUM .....	54
<b>LETTER OF UNDERSTANDING NO. 9</b>	<b>.....</b>	<b>55</b>
	RE: FORREST KERR RUN .....	55
<b>LETTER OF UNDERSTANDING NO. 10</b>	<b>.....</b>	<b>56</b>
	RE: BRUCE JACK RUN .....	56
<b>LETTER OF UNDERSTANDING NO. 11</b>	<b>.....</b>	<b>57</b>
	RE: SCHOOL BUS.....	57

**LETTER OF UNDERSTANDING NO. 12 .....58**  
    RE: REMOVE REFERENCES "SCHOOL BUS" AND "PART-TIME" ..... 58  
**LETTER OF UNDERSTANDING NO. 13 .....59**  
    RE: LNG CANADA PROJECT ..... 59  
**APPENDIX A – HARASSMENT POLICY.....60**

THIS AGREEMENT ENTERED INTO THIS 25 DAY OF JULY, 2016.

BETWEEN:

FirstCanada ULC  
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 113  
(hereinafter called the "Union")

PARTY OF THE SECOND PART

## **PREAMBLE**

The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively for the advancement of such conditions. It is hereby mutually agreed as follows:

## **ARTICLE 1 BARGAINING AGENCY AND RECOGNITION**

### **1.01 Bargaining Agent**

The Company recognizes the Union as the sole collective bargaining agent of the employees covered by this Agreement. This Agreement shall cover and be binding on all employees of the Employer as described in the certification as issued on August 19, 1996, and as amended May 23, 2000 by the Labour Relations Board of British Columbia. Properly accredited officers and committees of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

### **1.02 Names of Officers and Representatives**

The Union shall provide the Company with the names of its officers, representatives, job stewards and committee members.

### **1.03 Access to Employer's Premises**

Officers and authorized representatives of CUPE Local 113 will have access to the Employer's premises to conduct legitimate Union business during working hours. Union officers and representatives shall notify the manager on duty of their presence.

The following wage schedule and working conditions shall be binding on the parties and shall govern all employees of the company referred to therein for the period commencing April 1, 2015 and ending March 31, 2018 and thereafter unless and until it is reopened as provided for in Article 2.

## **ARTICLE 2 NOTICE TO BARGAIN**

### **2.01 Collective Agreement Information**

Either party may give to the other, not more than ninety (90) days, not less than sixty (60) days written notice of its intention to open the Agreement prior to its expiry date of March 31, 2018 and the parties hereto agree to meet and bargain collectively within two (2) weeks of such notice, with a view to the renewal of said Agreement. This Agreement provides for its continuance during this term of collective bargaining. Whenever the masculine is referred to in this Agreement, it shall also include the feminine. There shall be no strike or lockout for the term of this Agreement, and thereafter, until proper notice has been given according to Section 60 of the Labour Relations Code.

## **ARTICLE 3 UNION MEMBERSHIP**

### **3.01 Bargaining Unit**

All bargaining unit employees shall, as a condition of continued employment, become members of the Union and maintain their membership in good standing.

### **3.02 New Employees**

Each new bargaining unit employee shall become a member of the Union within seven (7) calendar days from the date of hire and shall remain thereafter a member of the Union in good standing as a condition of continued employment with the Employer in any job classification covered by this Agreement.

### **3.03 Not Good Standing in the Union**

Any member who fails to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after thirty (30) calendar days written notice to the Employer by the Union of the employee's failure to maintain their membership in good standing.

### **3.04 Good Standing in the Union**

Provided that should the Union notify the Employer, in writing, within the said thirty (30) calendar day period that the member is again a member in good standing, the original discharge notice to the Employer shall be deemed to be null and void and accordingly, the said member shall not be discharged.

## **ARTICLE 4      UNION DUES CHECK-OFF AND ASSESSMENTS**

### **4.01            Dues Deductions**

The Employer shall deduct from the pay of each bargaining unit employee covered by this Agreement regular monthly dues payable to the Union, in an amount determined by the Union, and will forward the total amount so deducted to the Local Union Office within fourteen (14) calendar days from the pay period in which the deductions were made. All bargaining unit employees shall; as a condition of continued employment, complete an authorization form, providing for the deduction from their pay of any amount equal to the regular monthly dues payable to the Union as described above. Such authorization forms shall be provided to the Employer by the Union.

### **4.02            Union Bulletin Board**

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

### **4.03            Union Logo**

Union members shall be entitled to wear a lapel pin displaying the Union logo as well as have the CUPE Union logo displayed on personal hats and shirts and on all buses and other vehicles driven by Union members.

## **ARTICLE 5      EMPLOYEE RESPONSIBILITY**

### **5.01            Employee Responsibility**

The Union agrees that it is the responsibility of the individual employee to perform his/her work efficiently and to the best of his/her ability. It is further agreed that it is not the purpose or the intent of this Agreement to condone dishonesty or drinking on the job and that if an employee is dishonest or consumes any intoxicant prior to performing their duties as provided in the National Safety Code or the Passenger Transportation Branch Motor Carrier Act or their regulations, it is mutually agreed that the employee may be subject to discipline, up to, and including termination from their employment.

## **ARTICLE 6 GRIEVANCE PROCEDURES**

### **6.01 Definitions**

"Grievance" means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, including whether any such matter is arbitrable.

"Days" shall mean Monday through Friday, and excludes Saturdays, Sundays, and Statutory Holidays.

The Employer and the Union recognize that grievances may arise concerning the discipline, suspension or discharge of any bargaining unit employee bound by this Agreement. All suspension and discharge grievances shall begin at the second stage. If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned.

### **6.02 Step 1**

In Step 1 of the grievance procedure every effort shall be made to settle the complaint through informal discussions between the aggrieved employee and their Manager. The employee may be accompanied by a Job Steward. If the complaint is not resolved within seven (7) days of this discussion, the aggrieved employee and/or Job Steward may submit a formal written grievance to Step 2 of the grievance procedure.

An employee who wishes to present a formal grievance at Step 2 of the grievance procedure must do so within fourteen (14) days of an answer to Step 1 of the grievance procedure.

### **6.03 Step 2**

If the Parties are unable to resolve the complaint at Step 1, or if there is no response from the employee's Manager within seven (7) days of the Step 1 discussion, a formal grievance may be put in writing by the aggrieved employee and/or Job Steward and forwarded to the manager. The manager shall meet with the grievor and a Job Steward in an attempt to resolve the matter at this step. If there is no response by the manager within seven (7) days of this Step 2 meeting or if there is no mutually satisfactory settlement, the matter may be submitted to Step 3. Both the Employer and the Union may have one (1) additional representative present at Step 3 meetings.

### **6.04 Step 3**

If the problem is not satisfactorily settled under Step 2 above, the Union shall take up the question with senior management in writing within thirty (30) days of the response under Step 2. Management shall respond within seven (7) days.

## **6.05 Policy Grievances and Grievances Involving Suspension or Discharge**

All suspension and discharge grievances must be presented at Step 2 of the grievance procedure within seven (7) days of the dismissal or suspension.

Where a grievance arises involving a general application or interpretation of this Agreement affecting more than one (1) employee, the Union may initiate such a dispute as a policy grievance at Step 3 within thirty (30) days of an answer at Step 2.

## **6.06 Grievance Mediation**

Pursuant to Section 103 of the Labour Relations Code, 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 whether a matter is arbitrable, during the term of the Collective Agreement, a mediator shall, with the mutual agreement of the Parties:

- (a) investigate the difference,
- (b) define the issue in the difference and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The Parties agree to equally share the cost of the mediator for reasonable remuneration, travelling and out of pocket expenses.

Prior to the commencement of the grievance mediation hearing the Parties may agree that the decision of the mediator shall be binding.

## **6.07 Arbitration**

- (a) If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure. If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.
- (b) Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall meet to select a single arbitrator. Should the Parties be unable to agree upon an arbitrator within an additional seven (7) days, either Party may make application to the Labour Relations Board to have an appointment made.
- (c) The decision of the arbitrator shall be final and binding on the Parties and the Parties shall share equally in the fees and expenses of the arbitrator. Should either Party disagree as to the meaning of the arbitrator's decision, either may apply to the arbitrator to have the decision clarified.

## **6.08**

### **Time Limits**

The time limits established in this article may be altered by mutual consent of the Parties. An employee whom the Employer suspends or discharges may be retained or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance procedure.

## **6.09**

### **Discipline**

The Employer shall not discipline any employee except for just and reasonable cause. Nothing in this article shall restrict the right of the affected employee or the Union to grieve the discipline or discharge.

## **ARTICLE 7**

### **UNION RESPONSIBILITY**

## **7.01**

### **Written Requests to Remove an Employee**

It is understood the Company is a contractor of its services, and as such, must enter into service contracts which stipulate; "The contractor agrees to replace any driver specified, following a request in writing to do so." It is agreed and understood that the Company will do everything in its power to protect the job of every employee. If, however, the Company receives proper written notification to remove an employee, the Company may be required to layoff said employee, if no work is able to be reallocated to them.

- (i) It is agreed that any reallocation of work will only be implemented after discussion with, and the agreement of the Union.
- (ii) Any request received in writing will be presented to the Union as part of any discussions on reallocating work.
- (iii) For the purposes of this article, layoff does not imply bumping rights, unless otherwise agreed between the parties.
- (iv) As part of the discussion between the parties as to the reallocation of work, it is understood that the selection of work assignments based upon seniority may not be a bar to any work assignment adjustments required in order to maintain ongoing employment.
- (v) Nothing in this clause precludes the rights of the Union to grieve according to Article 6 of the Collective Agreement.
- (vi) Any work reallocations, or other such accommodations will be recorded in writing between the parties.

## **7.02**

### **Right to Union Representation**

As stated in Article 7.01, the Company is a contractor of its services. As a result, the Company is contractually obligated to provide timely information regarding collisions, incidents, complaints, etc. In order to meet these obligations, the Company may gather the general information required to satisfy the customer. No discussion regarding employment, discipline, or any other labour relations matter will be discussed with any customer.

The initial information will not be a part of the disciplinary process. The employee will be entitled to Union representation during any investigation that may lead to discipline.

If an employee is called in by the Company to discuss potential disciplinary action, the company will, prior to the discussion advise the employee of the seriousness of the incident. The employee is entitled to, upon their request, a Union Representative being present during any discussion regarding the potential discipline. It is the Union's responsibility to ensure that a Union Representative is available at the time the company deems that the meeting or discussion is to take place, provided, the Union is given adequate notice of the meeting.

### **7.03 Suspension Notice**

The Company will give the Union and the employee notice in writing forty-eight (48) hours prior to any suspension. An employee will not lose their weekly or bi-weekly guarantee because of the suspension. It is understood that a one (1) day suspension will be deemed as an eight (8) hour day or if a suspension of less than one (1) day occurs the actual time of the suspension will, for the purpose of the guarantee, be deemed as time worked. Any employee, who receives a suspension, must start the suspension within fourteen (14) working days of the said offence or the suspension will be considered null and void, or in the case of a letter, it will not appear in the employee's file.

### **7.04 Employees on Long Term Charter or Holidays and Suspension**

In the case of an employee on a long term charter or holidays, then the forty-eight (48) hour notice and the provision that the suspension or discharge must start within fourteen (14) days, begins the first day returning to his/her home property. The Union must be notified within forty-eight (48) hours that this exception is necessary.

### **7.05 Employees Informing Company of Their Current Address**

Employees shall keep the office informed of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so they may be readily located for recall.

### **7.06 Management Rights**

The Union recognizes the right of the Company to operate and manage its business in all respects, including the right to discipline or discharge any employee, for just and reasonable cause, consistent with the provisions of this Agreement.

## **7.07**

### **Surveillance Cameras and GPS**

The installation of surveillance cameras/GPS is a measure towards improving the safety of our employees, customers and protection of property.

Recordings may be used as an investigative tool in exploring events such as complaints, collisions, or incidents. Should the need for discipline arise, the recording may be used as a part of the disciplinary process.

Surveillance cameras installed on equipment owned by FirstCanada ULC will not be focused directly on the driver.

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

#### **8.01**

#### **General Leave**

- (a) A leave of absence of less than fourteen (14) days shall be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company. The company must receive the request at least forty-eight (48) hours prior to the date of the leave. Exceptions will be considered.
- (b) A leave of absence of more than fourteen (14) days may be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company and only with the permission of the Company and the Union.
- (c) Upon agreement between the Company and the Union, a leave of absence in excess of fourteen (14) days, for the purposes of furthering one's education at a recognized educational institution, for a period of up to three hundred sixty-five (365) calendar days may be granted insofar as the proper operation of the service will permit. Such request shall be in writing and leave shall be without pay or benefits or loss of seniority except that eligibility for benefits provided by this Collective Agreement shall not accrue for the period of the leave (for example, no credit for holiday entitlement shall be received for the period of the leave).
- (d) A leave of absence will not be granted to any employee for the purposes of entering other occupations.

#### **8.02**

#### **Leaves of Absence for Union Business Without Pay**

Upon reasonable notice, the following leaves of absence without pay but without loss of seniority shall be granted insofar as the proper operation of the Company shall permit. Such leaves of absence shall not be unreasonably denied by the Employer.

- (a) employees elected or appointed by the Union to attend conventions of the Union or other bodies to which the Union is affiliated;
- (b) employees elected or appointed by the Union to attend other Union business which requires them to leave their place of employment;

- (c) employees called by the Union to appear as witnesses before a hearing involving the Employer;
- (d) employees elected or appointed to the Union's bargaining committee;
- (e) employees elected or appointed to full-time positions within the Union will be granted a leave of absence for Union business to a maximum of two (2) years.

### **8.03 Bereavement Leave**

- (a) In the event of a death in an employee's immediate family, the Employer shall grant a leave of absence of up to four (4) days in a seven (7) day period with pay for the purpose of arranging and or attending the funeral. Bereavement leave shall be granted only upon request by the employee and only for such time that the employee would normally have worked. Casual employees will be paid five (5) hours for each working day lost.
- (b) In addition, if employees are notified of the death while they are working, they shall be excused with pay for the balance of their working shift, wherever possible, and such time shall not be charged against the maximum four (4) days of leave.
- (c) "Immediate family" shall be limited to include spouse/partner, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, grandmother, grandfather, stepmother, stepfather, legal guardian, stepchild, adopted child or grandchild. In the event of the death of a mother, father, son, daughter, brother or sister an employee shall be granted a leave of absence for one (1) day with pay if unable to attend the funeral.

### **8.04 Remuneration While on Union Leave**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

### **8.05 Maternity Leave, Parental Leave, and Adoption Leave**

- (a) Maternity leave, adoption leave, and parental leave without loss of seniority shall be granted as per the provisions of the Employment Standards Act to employees who have completed their probationary period.
- (b) Additional leave may be requested as per the provisions of Article 8.01, however, the employee must pay both the Employer's and the employee's portion of medical, extended health, dental and group life insurance premiums during this period.
- (c) Illness arising due to pregnancy during employment and prior to the leave of absence shall be covered by the benefit plans the same as any other illness up to a maximum of fifteen (15) working days.

**8.06 Emergency Leave**

Requests for an emergency leave of absence shall not be unreasonably denied. Such leaves shall include, but not be limited to, family emergencies and caring for an employee's sick child.

**8.07 Jury Duty**

The Company agrees that an employee required to perform jury duty will not lose pay for regular work lost on their first two (2) scheduled work days, when they performed jury duty. The first two (2) days pay will be to a maximum of eight (8) hours each. Employees called for jury selection, and not chosen to serve on the jury, shall return to work upon the completion of the selection process, with no loss of regular pay. All fees obtained for jury duty up to the two (2) days, excluding travel and food, shall be remitted to the Company.

**8.08 Education Leave**

An employee may be granted up to two (2) days leave, with pay, per year to further their education, provided that the education is directly related to their current position with the company. Such Leave shall not be unreasonably withheld.

**8.09 Drivers License Suspension**

Employees may be granted an unpaid leave of absence as a result of the temporary suspension of their drivers' license. The conditions under which this provision applies are as follows:

- (a) Must be a Full-time employee.
- (b) The incident resulting in the suspension will be non-job related. The leave of absence will be granted to an employee for the term of the suspension and/or imposition of an ignition interlock device to a maximum of eighteen (18) months. This eighteen (18) month period represents the time absent from the workplace for a single incident and may constitute more than a single leave.

An employee involved in more than one (1) such offence during their term of employment will be deemed terminated for just cause. If a driver's license suspension is overturned by a decision of a court, the employee will be reinstated with full seniority but the Company will not be required to compensate for lost wages or benefits, during the period they were off of work.

The parties agree that, on a one-time basis, a leave of absence for up to three (3) days for a driver's license suspension shall not be considered a leave of absence referred to in this Article.

- (c) The employee will be responsible for both the Employee & the Company portion of medical, extended health, dental, and Group Life Insurance premiums during this period (if the employee chooses to maintain his/her benefit coverage).

- (d) This Article will not be used to suspend or in any other way reduce the rights of employees who may temporarily lose their licenses due to medical reason.

## **ARTICLE 9      EMPLOYEE BENEFITS**

### **9.01            Employee Benefit Plan**

The parties to this Agreement upon ratification shall share the cost of an Employee Benefit Plan providing for the following benefits with the Employer paying eighty-five percent (85%) of the cost and the full-time employee paying fifteen percent (15%) of the cost. (Benefits shall be effective only after the probationary period).

- (a) Medical and Surgical Benefits under Medical Services Association Plan covering employees and dependants.
- (b) Weekly Indemnity Benefits providing for sick pay of seventy-five percent (75%) of wages for twenty-six (26) weeks for employees off on account of sickness or accident. Weekly benefits to commence with the fourth day of sickness and the first day of accident not covered by Workers' Compensation. Employees off on account of sickness and accident may be required by the Company to produce medical evidence of disability. When an employee is sick for eight (8) working days or more, he shall be paid back from the first day of illness. Employees who use any sick days shall, when they return to work, accumulate sick days at the rate of two (2) days per month for each month worked, up to a maximum of twenty-six (26) weeks as provided above. Should an employee use any portion or all of their twenty-six (26) weeks and return to work for a period of twelve (12) months from the date of their last sickness, he/she shall have the full twenty-six (26) weeks reinstated.

Employees shall be entitled to use their banked time as bridging days until covered by Weekly Indemnity Benefits.

If the Company requests a medical certificate for an employee illness, the Company shall reimburse the employee one hundred (100%) percent for medical notes required to initiate a WI claim and one hundred (100%) percent of all other notes, upon presentation of appropriate receipt.

A full time employee shall not be eligible for Weekly Indemnity benefits if they are injured and receive lost wages from another party.

At the request of the Company, a medical certificate must be presented by an employee upon return to work when that employee is away from work for reasons of illness or medical leave in excess of three (3) consecutive working days.

- (c) Group Life Insurance of thirty-five thousand dollars (\$35,000.00) plus double indemnity in case of accidental death or dismemberment.

- (d) The Company agrees to provide a Dental Plan for all eligible full-time employees and their dependants only, with the premiums shared as eighty-five percent (85%) by the Company, fifteen percent (15%) by the employee. The benefits under the plan will be equivalent to those offered by CU&C in Plan A (eighty percent (80%) co-insurance) and Plan B (fifty percent (50%) co-insurance). Eligibility shall be defined as one (1) year continuous employment calculated from the employees' anniversary date of hire. Plan C (50% co-insurance) Lifetime Benefit for each person covered by the Plan.
- (e) Employees who have been on a long term disability (LTD) for a period of twenty-six (26) weeks will be laid-off and will be subject to recall, as herein provided, for a further period of eighteen (18) months, with full seniority rights accorded. If the employee is unable to return to work, the said employee may be terminated. An employee who is able to return to work within the above stated period of eighteen (18) months, must provide a medical certificate stating that he is fit for work. He shall be reinstated upon the first available vacancy or sign-up, whichever comes first, in their classification.
- (f) The Company shall upon request, issue a bus pass to all Transit Drivers for the purpose of travel to and from work by the employee only.
- (g) Medical Travel Costs for air tickets to Vancouver for full time employees and their dependants eighteen (18) years or under, and for a spouse not working, subject to referral by their doctor for treatment in Vancouver that is not available in their area. The employee must apply, in advance, for the travel benefit, by providing a letter from their physician supporting the request. The company will make the flight arrangements.

It is understood that these flight arrangements are made on a least cost basis and as soon as the employee knows that they may be travelling, they will advise the company in writing of the date they must be in Vancouver, and also the date they will be returning in order that pre-booking savings can be realized. There will be a cap of six (6) round trips in any calendar year for the Company as a whole. It is agreed that this benefit is shared according to Article 9.01 above and that once a ticket has been purchased, the employee will be responsible for their portion of the fare.

- (h) The Company will provide vision (eyeglasses) coverage to all full-time employees, and their dependants, children to the age of nineteen (19) to the amount of three hundred dollars (\$300.00) every two (2) years per employee, upon presentation of receipts for payment of prescription eyewear. This coverage includes reading glasses.
- (i) The Company shall, upon written request, on a form provided by the Employer, pay for flu shots for all employees.

- (j) The Company shall, upon written request prior to the course being taken, pay for basic first-aid training for all drivers. Such training shall take place on non-instructional days (NID's) and employees taking such training shall be paid their regular wages for that day for up to a maximum of eight (8) hours.
- (k) An employee who is off on Weekly Indemnity (W.I.) and cannot return to work for the next eighteen (18) months as provided for in clause (e) shall have their seniority protected and the senior casual replacing the said employee during their leave shall not be eligible for benefits until the position is permanently vacated as provided for in clause (e).
- (l) An employee who is laid off due to lack of work is not entitled to Weekly Indemnity (W.I.) Benefits during the period of layoff, unless that person is qualified and available (unless due to circumstances beyond the person's control) for other work available through the layoff period.
- (m) Medical Exams  
Whenever it becomes necessary for an employee to undertake medical test for the renewal of his/her operation license, the company will reimburse the employee fifty percent (50%) of the cost of the exam up to a maximum of fifty dollars (\$50.00).
- (n) Annually the Company will post/provide members details of the benefit plan. Should employee be denied benefit coverage, the Employer will provide contact information so the employee may question the reasons for denial.

## **ARTICLE 10 ANNUAL VACATIONS**

### **10.01 Vacations**

- (a) All full-time employees having one (1) year's service or more prior to the first day of January in any one (1) year, shall be entitled to two (2) weeks' vacation with pay before the next first day of January, provided nevertheless, that all employees who enter the service between January 1<sup>st</sup> and December 31<sup>st</sup>, in any one (1) year will receive the following year, after completing twelve (12) months service a vacation of one twelfth (1/12) of the normal vacation pay, described herein for each month worked in the year which said employee entered the service of the Company. Employees shall be entitled to take one (1) week vacation after six (6) months service.
- (b) All full-time employees who complete two (2) or more years of service with the Company shall be entitled to three (3) consecutive weeks vacation with pay in the calendar year, which marks their second anniversary of service with the Company for all subsequent years. Notwithstanding anything contained in this Agreement.

- (c) All full-time employees, who have completed eight (8) or more years of service with the Company, shall be entitled to four (4) consecutive weeks of vacation with pay in the calendar year which marks their eighth (8) anniversary of service with the Company and for all subsequent years.
- (d) All full-time employees, who have completed seventeen (17) or more years of service with the Company, shall be entitled to five (5) consecutive weeks vacation with pay in the calendar year which marks their seventeenth (17<sup>th</sup>) anniversary of service with the Company and for all subsequent years.
- (e) The pay for two (2), three (3), four (4) or five (5) weeks' vacation shall be four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the gross earnings, excluding taxable benefits, of an employee.
- (f) Vacation periods shall be chosen according to seniority in accordance with Article 12 herein. Vacation shall be granted during the months of June, July and August, but periods may extend into September, if necessary and employees may choose other months if they so desire. The Company agrees that vacations of less than three (3) weeks shall not be split unless the employee concerned agrees to such split. Vacations to be chosen by classification in each location.
- (g) Vacation pay to regular full time employees and, upon request be paid one (1) week prior to the commencement of the annual vacation.
- (h) All employees who have completed fifteen (15) years of service with the Company, shall be entitled to, subject to operational requirements, upon request, a leave of absence without pay of one (1) week.
- (i) Employees may only use the vacation pay accrued at the time the vacation commences. The Company will not run any negative vacation accrual balance. If the vacation entitlement exceeds the vacation accrual, the remaining portion may be taken as unpaid vacation time.

## **ARTICLE 11 SENIORITY, LAY-OFF, RE-HIRE, AND PROBATIONARY PERIODS**

### **11.01 Probation and Trial Period**

- (a) New full-time and casual employees, employed by the Company, shall be on probation for a period of four hundred eighty (480) hours during which time, if they prove unsatisfactory, at the discretion of the Company, may be discharged provided the Union may grieve any alleged discrimination against the terminated employee.

The probationary period may be extended a further period not exceeding four hundred and eighty (480) hours of actual work hours for cause upon mutual agreement between the Company and the Union. In the event an employee's status changes during the probationary period the employee shall complete the remainder of their probationary period in the new classification.

It is agreed and understood that during an employee's probationary period, his or her layoff or dismissal shall be entirely at the discretion of the Company and shall be subject to appeal through the grievance procedure.

- (b) Employees' seniority with the Company shall be determined by their continuous age in the service, each within their own classification, and location. In the event a layoff becomes necessary the last man on, the first man off. In rehiring such employees, the last man laid off shall be the first man rehired and so on until all men have been rehired providing, of course, that such laid off employees have left their addresses on file with the company so that they may be readily available.

- (c) Trial Period

An employee who has successfully completed the probationary period and who is appointed to another position shall serve a trial period defined as thirty (30) days of performing the duties of the new position. Upon completion of the trial period to determine the employee's competence and suitability for the new position, the employee shall be so advised by the Company.

During the trial period, the employee shall be returned to the position occupied prior to the change, without notice, because of lack of competence or lack of suitability for the new position. The employee may choose to return to the position occupied prior to the change at any time within the first ten (10) working days of the trial period. In either situation, any other person appointed, promoted, etc., because of the rearrangement of positions shall also be returned to their former status. If the appointment is on a temporary basis, the employee shall return to the previous position at the conclusion of the temporary period, or at any time during the temporary period.

## **11.02 Seniority**

An Employee Seniority is determined as follows:

- (a) For Benefits - (annual vacations and Contributory Welfare Plan) Seniority is determined by and from his/her date of hire with the Company.
- (b) Classification Seniority - (Bus Driver, Truck Driver, ParaTransit, Handi Dart, Mechanic, Serviceman, Serviceman Bodywork, Garage Helper/Coach Cleaner, Tour Guide). Each employee will accumulate seniority only within their current classification and location which is determined from the entry date of the employee into his/her current classification and location.

Example: an employee who works in Terrace for ten (10) years as a driver applies for and is successful in getting a driver position in Hazelton, and works there for two (2) years. A vacancy then occurs in Terrace and the same driver (now in Hazelton), applies for the position and is successful.

In this case the driver has twelve (12) years Company seniority, ten (10) years Terrace location seniority, and two (2) years Hazelton seniority. During the sign up in Terrace the driver may use their ten (10) year classification and location seniority for the purposes of choosing work. In the event of a layoff the driver's Company seniority will be applied as per Article 11.02 (e).

- (c) Layoff and Recall Seniority - In the event that a layoff becomes necessary due to a shortage of work, the company and the Union recognize the principle of last man on first man off, each within their classification and location. In rehiring laid off employees, the last man laid off shall be the first man rehired and so on until all laid off employees have been rehired, providing of course, that such laid off employees have left their addresses on file with the Company so that they may be readily available.

The Company shall not layoff an employee without giving the employee, notice in writing, of at least:

- (i) One (1) weeks' notice for employees with less than one (1) year service with the Company.
  - (ii) Two (2) weeks' notice for employees with one (1) year or more service with the Company.
  - (iii) One (1) additional weeks' notice for each subsequent completed year of service with the Company up to a maximum of eight (8) weeks' notice, or pay in lieu of notice.
  - (iv) No layoff notice is required for school bus drivers at the scheduled breaks in the school calendar.
- (d) In the event an employee does not return to his/her employment when properly notified by registered mail by the Company, he/she shall be dropped from the seniority list and the next man called and so on, provided nevertheless, that an employee by his/her own option, need not return to work of an unknown duration of less than fourteen (14) days, providing further, that an employee junior to him/her is available to take the recall. In the event the Company does not recall the employees, as provided, within twenty-four (24) months of layoff, it is mutually agreed that the employee shall be deemed to be terminated. There is no additional notice or severance required after the 24 month period has expired.
- (e) Bumping Seniority - The lay-off and recall of employees will be based on company seniority (i.e. date of hire), regardless of classification seniority provided the employee is qualified and able to perform the work. There will be no geographical bumping. In the event of recall, reverse bumping will occur.

- (f) (i) In the event of a full-time driver being laid off he/she will get first priority over casual employees for up to forty (40) hours of work per week, for work he/she is qualified to do.
- (f) (ii) The caps on hours described above shall not apply to work available during the summer months.
- (g) (i) In the event more than one (1) full-time driver is laid off, casual work of up to forty (40) hours of work per week will be given on the basis of previous seniority according to qualification.
- (g) (ii) The caps on hours described above shall not apply to work available during the summer months.
- (h) It is understood that in the event a full-time employee is not provided full time work after twenty-four (24) months, as provided in Article 11.02 (d), that employee loses all rights to recall and shall be deemed terminated.
- (i) An employee may, once in their career, voluntarily change their employee status from Regular Full time to Casual or Relief driver. In the event an employee so chooses, they may within three (3) months of the change, return back to their previous status by displacing the most junior Full time person in their previous classification. Seniority shall not be affected during the three (3) month period after an employee moves to Relief Driver status. If an employee does not, within the three (3) months, indicate their desire to return to their former position, they shall lose their regular seniority for the purposes of sign ups. This Article does not apply to employees who resign or retire and choose to return to the company in a different capacity. All requests made by an employee in this article shall be made in writing. An employee replacing the Regular Full Time Employee shall not have their employment status changed for the three (3) month period as listed above.

## **ARTICLE 12 CHOOSING OF WORK**

### **12.01 Choosing of Work**

- (a) Employees shall pick their work according to classification/seniority and location. The senior Union employee shall choose any work they are qualified to do in their classification and location, followed by the next senior employee and so on until all work is filled.
- (b) In addition to the classification of Bus Driver, there shall be two (2) further sub-classifications established to promote accessibility to charter work and to provide an opportunity to the employees to become trained on highway equipment as follows:

- (i) Regular Highway Equipment Bus Drivers shall be defined as an employee who is classified as a Bus Driver but also operates highway equipment and is eligible for all the provisions of the article dealing with charters (Article 25.00). For the purposes of choosing highway work, accrued seniority from entry level date he/she qualified on highway equipment, subject to Article 25.02.
  - (ii) Casual Highway Equipment Bus Drivers shall be defined as an employee who is classified as a Bus Driver who the Company may utilize for short range work, within a distance of no more than seven hundred fifty (750) kilometres by road from the driver's home base. Seniority will not apply and a list shall be made up by the Company as to which employees are classified as Highway Equipment Drivers and these employees shall remain in this classification for a probationary period of six (6) months during which the Company can assess the ability of those on the list to carry out all the duties and responsibilities of this sub-classification and the Company may, due to its assessment, disqualify the employee from becoming a Casual Highway Equipment Bus Driver.
- (c) The Company agrees that shifts will not be made up by coupling day work with night work except when no other work is available to couple together.
  - (d) The Company agrees that in the event that additional work or shifts become available or when a vacancy exists because of deaths or resignations or if runs or shifts are curtailed, a new sign-up will immediately be posted in order that the employees may have ample opportunity to pick the available work, according to seniority.
  - (e) In the normal course of events, a new sign-up shall take place of all available work at least once a year.
  - (f) Drivers may trade days with no penalty to the Company providing that the Company is notified in writing forty-eight (48) hours in advance. This does not include an entire sheet trade.
  - (g) Shop employees shall not be used as drivers when other drivers are available.
  - (h) Labour Management Committee
    - (i) A Labour Management Relations Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Company.
    - (ii) The Committee shall enjoy the full support of both parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.
    - (iii) Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the Company and its employees; and correcting matters of mutual concern. The

Committee shall not deal with grievances filed pursuant to the Collective Agreement.

- (iv) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at all work sites.
- (i) A weekly work schedule, including casuals work, shall be posted in the Driver's Room at each location on the Thursday prior to Sunday commencement of schedule.

## **12.02**

### **Work Definitions**

Regular work will be defined as regularly scheduled work for BC Transit, School Districts and airline work. In addition, work following a regular schedule repeating on a weekly basis, and operating wholly within the respective location will become regular work if:

1. The work is known to be of a duration longer than three (3) months at the time the contract is awarded.
2. The work began as Charter work and has exceeded three (3) months in duration.

All of the above work will become part of the regular sign-up process.

The Company will attempt to maximize the number of full time [forty (40) hour/week] positions from the available work (excluding Industrial Work as per Letter of Understanding #7).

In addition to the above the following shall be included as regular work:

- (i) Rio Tinto Alcan in plant shuttles

Charter work is defined as transportation provided at the request of a third (3<sup>rd</sup>) party for the exclusive use of a bus or van for a negotiated price.

The following shall be included as charter work:

- (i) Cruise Ship Charters beyond Port Edward city limits shall be administered by the charter rotation list.
- (ii) Standby for possible diversions - except that if a driver actually works a diversion, the overtime provisions of Article 21.01 (a) shall apply from time of the drivers check in for the work.
- (iii) Bell 2

## **ARTICLE 13 CHOICE OF ADDITIONAL WORK**

### **13.01 Regular Company Employees**

Provided that the work does not conflict with the work that each full time employee signed up for, as provided in Article 12.01 (a), and provided the Company can cover the work, regular company employees shall have first choice, according to seniority, of all additional work, subject to the charter rotation, overtime list, charter seniority and Article 25.11 as provided hereinafter in this agreement, before casual employees are called in provided that such first choice does not result in overtime being paid to the regular employee. If overtime must be paid, the regular Company employee shall be offered this overtime before casual employees. Supervisory staff shall only be used when there are no qualified Union members available. In the event a shift is known to be vacated for any reason (except termination) for at least five (5) working days in Kitimat and Prince Rupert, the said shift shall be made available for sign up by all qualified junior employees for the period of the absence provided however that there shall be no impact with respect to days off to the Company regarding weekly or bi-weekly guarantees or overtime to any employee effected by this sign-up and the same shall apply in reverse when the employee returns to their work. In Terrace and Hazelton if a shift is known to be vacated as above for three (3) days the said shift shall be made available for sign up by all qualified employees (seniority shall apply) and other provisions of above shall apply.

### **13.02 Replacing Vacated Shifts**

In Terrace and Hazelton if a transit shift is known to be vacated as above for three (3) days or more the said shift shall be made available for sign up by all qualified employees (seniority shall apply) and other provisions of above shall apply.

## **ARTICLE 14 CLOTHING**

### **14.01 Shop Employees**

All full time shop employees to receive the following after three (3) months:

- (a) One (1) complete set of rain gear, replaced on proof of need.
- (b) One (1) pair of gum boots per year.
- (c) One (1) pair of winter boots per year.

### **14.02 Full Time Drivers**

For all full time drivers who have completed three (3) months or more of service, the Company will pay one hundred percent (100%) of the cost of the issue as follows:

- (a) Three (3) pairs of trousers (replaced on proof of need).

- (b) Four (4) shirts at the time of becoming either Regular Full Time Driver and three (3) shirts - every six (6) months (upon proof of need) thereafter.
- (c) Two (2) ties - each year on proof of need.
- (d) If a cap is worn it must be a Company supplied baseball style cap, supplied on request up to once per year.
- (e) When an employee in (b) and (c) above replaces his/her entitlement he shall return last year's issue.
- (f) One (1) three-in-one (3 in 1) jacket to regular full-time drivers, shop employees and casual employees who have completed their probationary period. The jacket will be replaced upon proof of need. An employee may at their option choose a three quarter ( $\frac{3}{4}$ ) length coat in the place of, not in addition to, the regular coat supplied by the Company. An employee choosing such shall pay the difference in cost between the regular coat and the three ( $\frac{3}{4}$ ) length coat.
- (g) Drivers who work the airport will, upon written request, be provided with coveralls or smocks.
- (h) Drivers who are required to chain their tires shall be provided paper coveralls.
- (i) Having been provided the Company issue uniforms and jacket, the driver may not substitute any portion of the clothing provided without the permission of the Company.

### **14.03**

#### **Work Boots**

All full time mechanics and servicemen and regular full time employees who are required to wear safety boots shall receive up to a maximum of one hundred and fifty dollars (\$150.00) (receipts required) for the purchase of a pair of work boots, which meet WCB shop requirements. Should the employees' boots be damaged, on proof of need being made to the Company, an additional one hundred and fifty dollars (\$150.00) payment will be made to enable the employee to purchase an additional pair of boots (receipts required). All other employees who are required to wear safety boots shall also receive up to a maximum of one hundred and twenty-five dollars (\$125.00) as provided above.

### **14.04**

#### **Uniforms**

Drivers have a choice between the regulation uniform long or short-sleeve shirts. When wearing long-sleeve shirts, cuffs and collars will be buttoned and regulation uniform ties will be properly worn. When short-sleeve shirts are worn the first button of shirt collar may be opened and ties will not be required. Any T-shirt type item worn under the uniform shirt must be of a short-sleeve style.

The Company shall pay to each regular full time employee in possession of their uniform entitlement twenty-four dollars (\$24.00) per month to defray the cost of cleaning same.

**14.05**

**Full Time Employees Working the Airport Run**

All full time employees who work the airport run to receive the following:

- (a) One (1) pair of leather gloves, replaced on need.
- (b) One (1) pair of knee pads, replaced on need.
- (c) One (1) complete set of rain gear, replaced on need.

**ARTICLE 15 STATUTORY HOLIDAYS**

**15.01 Statutory Holidays**

Statutory Holiday pay shall be paid as per the following for all Regular Full time employees. Holidays shall be deemed to mean:

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

or days in lieu of these days as designated by the Provincial or Federal Governments.

- (a) All employees shall receive their regular day's pay for each of the holidays named above, except where it is an employees' day to work and he books off. Where more than one wage rate exists within the eligibility period, the wage rate shall be calculated by dividing the regular wages earned throughout the eligibility period by the number of hours worked in the same eligibility period.
- (b) Provided an employee is entitled to Statutory Holiday pay for that specific holiday an employee who works on a Statutory Holiday shall be paid time and one half (1.5) the first eleven (11) hours and double time for any time worked over eleven (11) hours.
- (c) An employee is entitled to Statutory Holiday pay provided he is at work on his/her last scheduled day of work prior to the holiday or at work the next scheduled working day after the Statutory Holiday (excluding annual vacation, wherein the employees' entitlement shall be protected). Scheduled working day means the employees' scheduled working day (applies to full time employees). Employees concluding a Medical leave and returning to active duty prior to the statutory holiday shall be paid the statutory holiday.
- (d) An employee who works on a Statutory Holiday shall be paid in accordance to (b) above. In addition to this, he shall have the choice of taking a day off with pay, at straight time, in lieu of being paid for the Statutory Holiday. The employee must advise the Company that the Statutory Holiday is not to be paid, but saved for a future date.

The employee must advise the Company in the pay period that the Statutory Holiday falls. This applies to regular employees' only. All banked Statutory Holidays shall be taken or paid during the period of December 1 to November 30 of the following year.

- (e) The Company shall, two (2) weeks prior to the Statutory Holiday, post a sign-up sheet for all regular work. The sign-up shall be closed at 4:00 p.m. four (4) days prior to the holiday and shall be signed according to seniority. If the employees' who normally work on that day do not sign-up for all available work and the regular full-time employees' by seniority have not signed for this work, the Company shall allocate the work to the employees' by reverse seniority who normally would work on that day if no casual employees are available to perform the work.

## **ARTICLE 16 PROMOTIONS IN AND OUT OF SCOPE POSITIONS**

### **16.01 Out of Scope Positions**

- (a) Out of Scope Positions - Posted bulletins will advertise all openings within the company and all employees shall be given the opportunity to apply for such openings. Promotions to these positions that are outside of the bargaining unit where an employee is successful, shall have his/her seniority protected in their former job classifications for three (3) months provided they maintain their standing as a Union member.
- (b) In Scope Classifications - Promotions shall be on the basis of seniority and ability within the bargaining unit. Qualifications being equal, the senior applicant shall be appointed. Bulletins will advertise all openings as per (a) above. Should an employee prove unsuccessful in the new position, he shall be permitted to return to his/her former position and shall therefore maintain his/her seniority in that classification for the trial period of three (3) months.

## **ARTICLE 17 SENIORITY ROSTERS**

### **17.01 Seniority Rosters**

- (a) Immediately upon the signing of this agreement, the Company agrees to post seniority rosters showing the seniority standing of all employees covered by this Agreement, each within his/her own classification, on bulletin boards accessible to all employees, with a separate roster for Regular Highway Bus Drivers. All protests concerning such seniority rosters must be in writing and in the hands of the Union Committee within ten (10) days following the posting of such rosters and thereafter such roster shall stand as correct, indisputable errors accepted.

- (b) Seniority rosters will be posted on bulletin boards accessible to all employees and brought up to date after every change of employees standing. Protests with respect to such seniority rosters must be made within thirty (30) days of such posting or the roster will stand correct.
- (c) In the event that two (2) or more employees are hired on the same day, the company will maintain records as to the date and time the employees were hired.

## **ARTICLE 18 ROTATION OF OVERTIME**

### **18.01 Rotation of Overtime**

Overtime shall be rotated among interested employees who are on the seniority list, on a fair and equal basis, of employees in each classification. Employees interested in working overtime shall sign their names on a sheet provided by the Company for this purpose.

## **ARTICLE 19 ROOM RENT**

### **19.01 Layover Points**

Company employees will be provided with suitable rooms at layover points away from their home terminals.

### **19.02 Separate Accommodation when on Layover**

Upon request, employees shall be provided with separate accommodation when required to layover. A sleeping room provided on a ferry shall be included in the definition of accommodation.

## **ARTICLE 20 HOURS OF WORK**

### **20.01 Hours of Work**

- (a) The minimum for all full time operators and garage employees shall be forty (40) hours per week with two (2) days off per week which shall be designated on the bid sheets when posted for signing.  
The minimum for all spare board drivers shall be eighty (80) hours bi-weekly pay with entitlement to three (3) days off each two (2) week period.
- (b) All report times to the shop for all work will be posted, in addition to the leave garage time for each run.
- (c) The Company will, by administration, split the transit work on Saturday, in Terrace, into three (3) equal pieces as close as it is practical.

- (d) It is understood that except for spare board drivers any overtime shall not count to an employees' weekly guarantee except in the case where a guarantee would be paid.

## **ARTICLE 21 OVERTIME**

### **21.01 Overtime Rates**

Overtime at the rate of time and one half (1.5) the regular rates shall be paid for all work performed as follows:

- (a) After forty (40) hours in any one (1) week, an employee shall be paid at time and one half (1.5) the hourly rates.
- (b) An employee shall be paid time and one half (1.5) of regular rates on an employees' scheduled day off and the minimum pay shall be the equivalent of four (4) hours at straight rates.
- (c) For any work in addition to regular assignment, minimum pay two (2) hours at straight time.
- (d) It is agreed that overtime is voluntary, however, if service is not able to be provided because no qualified volunteers are forthcoming, the Company may allocate the overtime by forcing employees to work in reverse order of seniority.
- (e) A three and a half (3½) hour call out will be paid for any work between 11:30 p.m. and 6:00 a.m.
- (f) Overtime, at the option of the regular full time employee only, may be banked in lieu of pay, to be taken off as full days, subject to service requirements and if not taken by December 1<sup>st</sup> in each year, the accumulated amount is to be paid at the rate earned on the next pay in December.
- (g) All charter work shall be at straight time rates of pay except for charters on Statutory Holidays which shall be paid at time and one half. The Company agrees with the concept of an employee who starts a piece of work shall not be replaced by a casual to save overtime.
- (h) It is mutually agreed that Article 21.01 (e) shall not apply to charters in Prince Rupert dealing with Via Rail, BC Ferries and the Alaska State Ferry.

## **ARTICLE 22 REPORTING TIME AND BOOKING OFF TIME**

### **22.01 Pre-Trip Inspection and Reporting Time**

- (a) In addition to the scheduled daily running time in each run, and provided a driver is not required to change equipment during a split, each driver shall be paid an additional fifteen (15) minutes on a once a day only basis in order that they may perform a pre-trip inspection of the equipment they are to drive. Transit drivers relieving a driver during a run on the road, shall not receive any pre-trip inspection time. For Highway Charters the pre-trip will be thirty (30) minutes.

- (b) A driver reporting late shall have the time late deducted from their pre-trip inspection time, and may at the company's option, have their shift reassigned.
- (c) All report times to the shop for regular work and all other work, when possible, will be posted in addition to the departure times for each run.
- (d) The Company will advise drivers at least one (1) hour before any run cancellation. Should the driver not be notified as above, he/she will be entitled to a one (1) hour call out.

**ARTICLE 23 PAY FOR ATTENDING COURT**

**23.01 Pay for Attending Court**

Any employee compelled to attend an inquest or court on a subpoena requested or procured by the Company or required to appear for and by the Crown as a witness to an event occurring during his/her actual working hours, will be reimbursed by the Company for his/her time lost, at his/her regular rate of pay. Any fees received by the employee shall be turned over to the Company.

**ARTICLE 24 WAGES**

**24.00 Flat Rates**

Any future, new use of flat rates will be discussed with the Union prior to its implementation and the associated rates will be agreed to by the parties. Should agreement not be reached, the Company may institute the rate they feel appropriate and the Union may grieve if they so desire.

## 24.01

## Wage Grid and Premiums

Classification	1-Apr-15		1-Apr-16		1-Apr-17	
	Start	9 Mths	Start	9 Mths	Start	9 Mths
<b>** BUS DRIVER AIRPORT YPR</b>	\$ 19.85	\$ 22.58	\$ 20.25	\$ 23.03	\$ 20.66	\$ 23.49
<b>HIGHWAY EQUIPMENT</b>	\$ 21.75	\$ 23.91	\$ 22.19	\$ 24.39	\$ 22.63	\$ 24.88
<b>* TRANSIT</b>	\$ 20.41	\$ 23.12	\$ 20.72	\$ 23.47	\$ 21.03	\$ 23.82
<b>SCHOOL BUS/BB/SHUTTLE</b>	\$ 19.85	\$ 22.58	\$ 20.25	\$ 23.03	\$ 20.66	\$ 23.49
<b>PARATRANSIT</b>	\$ 19.65	\$ 22.36	\$ 19.94	\$ 22.70	\$ 20.24	\$ 23.04
<b>HANDI DART</b>	\$ 18.56	\$ 20.69	\$ 18.84	\$ 21.00	\$ 19.12	\$ 21.32
<b>MILEAGE HIGHWAY/km</b>	\$ 0.37	\$ 0.37	\$ 0.38	\$ 0.38	\$ 0.39	\$ 0.39
<b>**** TRUCK DRIVER</b>	\$ 18.76	\$ 20.90	\$ 19.14	\$ 21.32	\$ 19.52	\$ 21.75
<b>*** MECHANIC</b>	\$ 36.19	\$ 38.38	\$ 36.55	\$ 38.76	\$ 36.92	\$ 39.15
<b>SERVICEMAN</b>	\$ 31.31	\$ 33.71	\$ 31.62	\$ 34.05	\$ 31.94	\$ 34.39
<b>SERVICEMAN BODY</b>	\$ 21.44	\$ 23.80	\$ 21.87	\$ 24.28	\$ 22.31	\$ 24.77
<b>COURIER DRIVER</b>	\$ 15.00	\$ 18.73	\$ 15.30	\$ 19.10	\$ 15.61	\$ 19.48
<b>COACH CLEANER/GARAGE HELPER</b>	\$ 13.77	\$ 17.70	\$ 14.05	\$ 18.05	\$ 14.33	\$ 18.41
<b>TOUR GUIDE</b>	\$ 15.53	\$ 15.53	\$ 15.84	\$ 15.84	\$ 16.16	\$ 16.16

Airport Bus Premium **	\$0.50
Mechanics with NGV certification Premium ***	\$1.00
Mechanics with Motor Vehicle Inspection ***	\$2.00
Prince Rupert Airport Truck Premium ****	\$1.00
Industrial Work Premium	\$4.00
Line Trainer Rate	\$1.00
Trainer	\$2.00
Transit \$0.75 premium included in the Transit Rate *	

Effective April 1, 2008 forty cents (40¢) per hour in lieu of benefits for Casual Employees.

\*\*\* Journeymen Mechanics who are qualified and holding certification for NGV installations and inspections of air brake equipped commercial transport vehicles shall receive a premium of two dollars (\$2.00) per hour for the air brake equipped commercial transport vehicle inspection certification and one dollar (\$1.00) per hour for the NGV certification. The NGV payment shall expire upon the Company's elimination of all NG compressors unless working on a natural gas system.

## 24.02

### CUPE Multi-Sector Pension Plan

(a) CUPE Multi-Sector Pension Plan

"Plan" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means all employees in the bargaining unit who has completed their probationary period.

(b) Each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.

- (i) Commencing March 31, 2018 each Eligible Employee shall contribute for each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.

(c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

(d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 24.02 (e) of the agreement are:

(i) To Be Provided Once Only At Plan Commencement

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- gender

(ii) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To Be Provided Initially and As Status Changes

- Full address
- Termination date when applicable (MM/DD/YY)
- Martial Status

(iv) To be Provided Annually but no later than December 1

- Current complete address listing

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- (f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## 24.03

### Payment of Wages

- (a) Payment of wages shall be on a bi-weekly basis with every second Friday being pay day. Any alteration of time slips shall be brought to the attention of the employee affected.
- (b) Apprentice Mechanics: Shall be paid as per the Provincial program for apprentices.

Upon presentation of a receipt, each Apprentice shall have their tuition paid by the company for school term while proceeding through the apprenticeship program in their second (2<sup>nd</sup>), third (3<sup>rd</sup>), and fourth (4<sup>th</sup>) years only.

- (c) In Prince Rupert, truck drivers will, on diversions, have the option of picking mileage or their hourly rate of pay at their regular rate.
- (d) The minimum pay for any piece of work shall be two (2) hours at regular rates, provided however, this provision will not apply if two (2) pieces of work can be coupled. Runs that are separated by thirty (30) minutes or less, may be coupled, provided that they are paid straight through and are subject to the overtime provisions of this Agreement. Coupling of thirty (30) minutes will be applied throughout all locations. Any work that is coupled shall be paid a minimum of three (3) hours.
- (e) Highway Equipment Bus Drivers shall receive during their six (6) month probationary period, the applicable rate for highway equipment.
- (f) An employee will receive sixty percent (60%) of the regular rate for training. However, employees receiving training outside revenue service, at the request of the Company, shall receive seventy percent (70%) of their normal rate should they participate in said voluntary training. Should the Company require an employee to attend training outside their normal hours, the employee shall receive their normal rate of pay. It is understood that training or meetings held according to this article are not intended to reduce an employees' normal earnings. If the training or meeting does affect the employees' normal earnings they will be paid at their regular rate, regardless of whether the Company requested, or required, the training or meeting.
- (g) Travel to be at straight time when an employee is not dead heading or cushioning.
- (h) Drivers electing at any time to go on mileage shall not be eligible for the forty (40) hour guarantee.
- (i) When an employee is required to do a task that is at a lower rate of pay than their classification, the employee will be paid at his/her higher rate.

If an employee is required to do a task that is at a higher rate of pay, the employee shall be paid the higher rate.

- (j) When an employee is required to make out an accident report they shall be paid their regular rate of pay for the time it takes to complete same, provided, that no disciplinary action is taken towards the employee as a result of the accident.
- (k) Any personal tools broken on the job by mechanics shall be replaced with an equivalent, on authorization by the Company, provided, that such breakage did not occur as a result of negligence. The replaced tool will become the property of the Company. Mechanics and apprentice mechanics shall have made available to them a tool allowance of seventy-five (\$75.00) per month. This amount will accrue on a monthly basis and the employee may either draw on the account to purchase a tool or the Company may purchase the tool for the employee. If an employee leaves or is terminated, any balance in his/her account shall accrue to the Company.
- (l) The minimum pay for the Port Edward paratransit run shall be one and one half (1½) hours provided that the work cannot be coupled with any other driving work.
- (m) If a person pays rental fee to the Company to obtain their license and is hired by the Company within one (1) month, the rental up to a maximum of two (2) rentals shall be reimbursed by the Company.
- (n) Call-ins: If an employee is called in by the Company outside their normal working hours, for an interview for any purpose other than completing an accident report, they shall be paid at straight time rates for the time of such an interview.
- (o) Drivers attending Company mandated training and/or safety meetings on their regular work day, will be paid at the hourly rate for all time in attendance with a minimum of one hour pay. Drivers attending Company meetings, as outlined above, on a day off will be paid for all time in attendance with a minimum of two (2) hours pay. The Company will attempt to coordinate training sessions with the start or finish of an employee's work assignment.

## **ARTICLE 25 CHARTERS**

### **25.01 With More than One Driver**

It is mutually agreed that on charters where more than one (1) driver is in attendance on a coach, the wages earned, composed of regular hourly rate, mileage or cushion payment, shall be evenly split between the drivers for the time or distance the drivers are physically on the coach.

The above principle shall apply generally, and, if for example three (3) drivers, drive two (2) coaches to Fort St. John and accompany the coaches the whole distance, the total amount of wages due for the three (3) drivers shall be evenly split in terms of hours or miles.

**25.02****Charter Rotation Lists**

Company buses on special or charter trips five (5) days or under will be manned by drivers on a rotation basis. Trips over five (5) days duration will also be manned by drivers on a rotation basis, according to a separate rotation list. In Terrace and Hazelton (Bluebird) charter trips two (2) days or under will be manned by drivers on a rotation basis. All trips three (3) days and over duration to be bid on seniority basis by all drivers qualified.

**25.03****Charters Under Twenty-four Hours**

On charter trips returning to the starting point within twenty-four (24) hours, actual hours on the going and return trips shall be allowed, plus actual lay-over time which shall not exceed eight (8) hours.

- (i) In addition to the above, should a charter be in excess of eight (8) hours and return to the starting point within that twenty-four (24) hour period, the driver shall be entitled to a meal after eight (8) hours and a further meal will be allowed after sixteen (16) hours.

**25.04****Charters Over Twenty-four Hours**

On charter trips which do not return to the starting point within twenty-four (24) hours, actual driving time shall be allowed on the first day, and a minimum of eight (8) hours and a maximum of thirteen (13) hours for each succeeding day, except the last, unless on any such day the actual driving time exceeds eight (8) hours, in which event the maximum will not apply. The last day, actual hours will be allowed if the trip is completed before 2:00 p.m. with a minimum of eight (8) hours if completed after. On such trips, drivers shall be reimbursed for necessary meals, not to exceed seventeen dollars and fifty cents (\$17.50) per meal. Meals will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.

**25.05****Charter Trips with Highway Equipment Under Twenty-four Hours**

On Charter trips with highway equipment a driver may elect to be paid for a charter trip on the mileage or the hourly basis. On charter trips returning to the starting point within twenty-four (24) hours, if the driver elects to take pay on hourly basis, actual hours on the going and return trips shall be allowed plus actual lay-over time which shall not exceed eight (8) hours.

**25.06****Charter Trips with Highway Equipment Over Twenty-four Hours**

On charter trips with highway equipment which do not return to the starting point within twenty-four (24) hours, a driver shall elect on a daily basis as to whether he shall be paid by the hour or by the mile and if the driver chooses to be paid on the hourly basis, actual time shall be allowed on the first day and a minimum of eight (8) hours and a maximum of thirteen (13) hours for each succeeding day except the last, unless on any such day the actual driving time exceeds eight (8) hours, in which event the maximum will not apply. The last day, actual hours will be allowed if the trip is completed before 2:00 p.m. with a minimum of eight (8) hours if completed after. On such trips, drivers shall be reimbursed for actual cost for lodging and in addition, shall receive expenses for necessary meals as outlined above.

## **25.07 Payment on a Mileage Basis**

On charter trips with highway equipment which do not return to the starting point within twenty-four (24) hours and the driver elects to be paid on a mileage basis, expenses for lodging and necessary meals will be allowed. Meals, not to exceed fifteen dollars (\$15.00) per meal, will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.

- (i) Drivers deadheading coaches shall be paid their regular hourly rate of pay.
- (ii) Drivers riding non-revenue cushions shall receive their hourly rate of pay. Drivers riding revenue cushions shall receive fifty percent (50%) of their hourly rate of pay.

## **25.08 Charter Board for Extra Work**

Charter Board for Extra Work: all full time drivers wishing to drive charter work on their day off or after regular assignment, on a voluntary basis, may sign on a charter Board List in their own area. Work will be assigned to available and qualified drivers on a rotation basis in April and September of each year. Any employee signing for the Charter rotation who was not on the immediately previous list shall be added to the list in seniority order, the rotation will continue from the point it was at when the sign up occurred. The Charter List shall be posted on the drivers' bulletin board.

At the end of each full rotation of the list, one charter of five (5) days or less will be available to a Casual Employee. This applies to Highway equipment only and is intended to keep the skills of employees current.

## **25.09 Charters by Location**

It is hereby mutually agreed that the principle of charters being pulled by the drivers from the location the charter originates is hereby established. It is further understood that this is subject to the Company's ability to perform the work required in each location and subject to the equipment requested for the specific charter. If such is the case drivers and equipment from another location may be utilized and the Company shall advise the driver concerned of the circumstances prior to the work being performed by another location.

## **25.10 Expense Money**

Expense money for charters one (1) day and over (one (1) day to mean a twenty-four (24) hour period) will be advanced to drivers before the trip leaves the starting point. Anticipated expenses to be calculated and an appropriate amount of money to be advanced.

## **25.11 Charters Requiring Special Knowledge or Skills**

In the event a charter is destined for an area for which special knowledge or skills are required, the Company may assign the charter to the senior driver so qualified.

It is agreed that the intent of this Article is not to routinely circumvent the seniority provision of the Collective Agreement, and it is further agreed that any application of this Article will only occur after agreement is reached with the Union. Such agreement will not be unreasonably withheld.

## **ARTICLE 26 EMPLOYEE DEFINITIONS**

Employees: Unless otherwise stated, a regular employee is one who has completed the required probation period, and has the ability to sign work on an ongoing basis, and who is entitled to all provisions of the Collective Agreement.

- (i) Regular Full-time is defined as having the ability to sign work of forty (40) hours per week or, in the case of spare board employees, having a guarantee of eighty (80) hours per two-week period, and as otherwise stipulated within the Collective Agreement.

## **ARTICLE 27 CASUAL EMPLOYEES**

### **27.01 Classifications**

Casual Employees: There are two (2) classifications of casuals; one earns seniority according to Article 27.06 and is classified as a "casual". The second classification; "relief" drivers do not earn seniority as per Article 27.06.

- (i) A casual employee shall be defined as a person who is provided work on a day to day basis due to insufficient permanent contract hours to create a full time position.
- (ii) A casual hired in this capacity is entitled to those rights of the Collective Agreement, excluding 9.00, 11.02, 12, 13, 14.01, 14.02, 14.04, 14.05, 15, 17, 18, 20, 24.02, 25.02 and those rights to which they are entitled by virtue of Provincial Government statutes.

### **27.02 Relief Driver**

A relief driver is a casual employee holding other employment outside FirstCanada ULC, and as such are only available when the Companies requirements do not conflict with their other job. It is intended that relief drivers will be used only to fill in on an as needed basis, for short term, immediate operational needs.

- (i) Relief drivers only have rights under this agreement as outlined in Article 6, (grievance procedure), 27.09, 27.10, 27.11, 27.12 and those benefits to which they are entitled by virtue of Provincial Government statutes.
- (ii) A relief will, upon their availability to FirstCanada ULC, be allowed upon the casual list so long as there is a spot available.
- (iii) Relief drivers who become available for additional work with FirstCanada ULC must express their desire to move to the casual list, in writing.

- (iv) Should a casual wish to move to the relief driver list, they may do so, as long as there is a relief driver or other person available to fill their casual position.
- (v) The Union will be notified of all changes to either casual list, by the Company, in writing.
- (vi) A relief driver moving to casual shall earn seniority for the purposes of Article 27.06 from the date they become casual.
- (vii) Relief drivers will only be used when no casuals are available.

### **27.03 Priority**

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

- (i) Work assigned to regular casuals will be distributed on a fair and equitable basis.
- (ii) Work of five (5) days and over shall be assigned to regular casuals on a seniority basis.

### **27.04 Number of Casuals**

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

### **27.05 Other Circumstances**

It is understood that there may be circumstances that arise that do not fit into the above classifications exactly as written. In such circumstances, the parties will meet and attempt to reach an agreement as to how to apply this article. If no agreement can be reached this article will be applied as it is currently written.

### **27.06 Casual Seniority**

It is agreed that Casual employees shall accrue seniority only for the purpose of promotion to regular full-time positions within the Company and only on the location where the seniority was accrued. This seniority, as a Casual, shall be determined by their continuous age in the service from their date of hire as a Casual employee.

### **27.07 Casual Promotion**

It is agreed that Casual employees who have successfully completed their probationary period outlined in 27.08 below, will, qualifications being equal, by seniority, be promoted into Regular Full time positions that are posted by the Company from time to time. It is further understood that they must apply for these posted positions and that the Regular Full time employees applying for the same positions will be selected for these posted positions before any Casual employee who has applied.

**27.08 Casual Probationary Period**

All Casual employees' who are entitled to accrue seniority, as per 27.07 above, will be subject to a nine (9) month, or four hundred eighty (480) hours, whichever is less, probationary period to enable the Company to properly assess their capabilities to carry out the duties assigned to them.

**27.09 Casual and Statutory Holiday Pay**

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

**27.10 Vacation Pay**

All Casual employees shall be paid four percent (4%) of total earnings as annual vacation pay and payments for the year shall be made at the end of June each year, or upon request. Upon completion of five (5) years service they shall be paid six percent (6%) of total earnings as vacation pay and such payments shall be made at the end of June in each year, or upon request, subject to option of payment on every pay.

**27.11 Casual Rates of Pay**

Casual employees, when hired, shall be paid the starting rate (outlined in Article 24) of the Classification he/she is working in.

Upon working seven hundred fifty (750) hours a casual employee shall immediately be paid the nine (9) month rate.

**27.12 Recall Rights**

Casual employees are not subject to the recall rights outlined in Article 11 of this agreement.

**27.13 Casual Employees Who are Promoted and Vacation Pay**

Casual employees promoted to regular full time shall accrue vacation at a rate not less than they were receiving as a casual however qualification for their next increment and subsequent increments shall be calculated from the date of promotion. For example, a casual employee with seven (7) years casual service receiving six percent (6%) vacation pay would not be entitled to eight percent (8%) until they have been in a full time position for eight (8) years.

## **ARTICLE 28     EMPLOYEE TRAINING**

The Company will maintain a list of employees that want to be trained on other equipment than that to which they are regularly assigned.

Employees interested in such training will express their interest in writing to the Company to be added to the list. Such training shall be offered in seniority order to those employees who have expressed their interest on this list.

When training is scheduled, employees from this list shall be notified not less than one week in advance of the date, time, and location, of the training.

This language is separate and apart from any "Training" language contained in "Industrial Work Letter of Understanding #7".

## **ARTICLE 29 HEALTH AND SAFETY COMMITTEE**

### **GUIDELINES**

#### **FOR**

#### **JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

BETWEEN:

**FIRSTCANADA ULC**  
(The EMPLOYER)

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 113**  
(The UNION)

### **PREAMBLE**

1. The Occupational Health and Safety Amendment Act (Bill 14) requires the establishment of a Joint Health and Safety Committee where twenty or more workers are regularly employed at a workplace. (*sec.125*)\*  
Notwithstanding the above a Workers' Compensation Board order, in writing, can require an Employer to establish one or more Joint Health and Safety Committees. (*sec.126*)\*
2. It is our firm belief that through joint education programs, joint investigation of problems, and joint resolution of those problems, workplace safety will be enhanced and will be a more health and safe environment all employees.
3. The parties acknowledge that the proper functioning of Joint Health and Safety Committees can only be carried out where the representatives of the Employer and the employees are committed to these responsibilities. To effect this, the undersigned undertake to make decisions that will be carried out by their respective organizations.
4. The parties here adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committees whenever and wherever possible.
5. The Company and Union agree that safety is everyone's responsibility. The Company will provide a safe work environment, and it is the employees' responsibility to work safely. All employees should report safety concerns and issues to their supervisor and Union representative immediately upon them being discovered.

## **STRUCTURE OF THE JOINT HEALTH AND SAFETY COMMITTEE**

- 1.1 The Joint Health and Safety Committee (referred to hereafter as "the Joint HSC") shall consist of \_\_\_\_\_ members. There shall be \_\_\_\_\_ CUPE members selected by the Union and \_\_\_\_\_ members selected by the Employer. (*sec. 127a, b, 128, 129*)\*
- 1.2 There shall be two (2) Co-chairpersons, one (1) from the Employer and one (1) from the worker members, appointed for a definite period (12 months) who shall alternate the Chair at meetings. (*sec. 127d*)\*
- 1.3 A Co-chairperson may, with the consent and approval of his/her counterpart, invite an additional person(s) to attend the meeting to provide additional information and comment but they shall not participate in the regular business of the meeting. (*sec. 129, 131. J*)\*

## **FUNCTIONS OF THE JOINT HEALTH AND SAFETY COMMITTEE**

- 2.1 Meetings shall be held monthly. (*sec. 131 .2*)\*
- 2.2 The functions of the Joint HSC shall be: (*sec. 130*)\*
  - (a) To ensure that education and training programs are sufficient, that all employees are thoroughly knowledgeable of their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Amendment Act and Regulation;
  - (b) To recommend a resolution of all matters pertaining to health and safety in the workplace that have been referred to it;
  - (c) It is the function of a committee and it has power to:
    - (i) identify situations that may be a source of danger, or hazard to workers;
    - (ii) make recommendations to the Employer and the workers for the improvement of the health and safety of workers; and
    - (iii) recommend to the Employer and the workers, the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers.
  - (d) Obtain information from the Employer respecting:
    - (i) the identification of potential or existing hazards of materials, processes or equipment; and
    - (ii) health and safety experience, work practices and standards in similar or other industries of which the Employer has knowledge.
  - (e) Shall investigate all accidents/incidents that have occurred since the previous meeting.
- 2.3 All concerns will be sent to the President of the Company or their designate, who will decide on the action required, identify the person(s) responsible for resolution and determine a time frame for resolution of the matter. The Director or their designate will respond in writing within twenty-one (21) days of receiving such recommendations to both Co-chairpersons detailing their decision. (*sec. 133*)\*.

- 2.4 Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the Minutes.
- 2.5 All work-sites shall be inspected by a worker member of the Joint HSC at least once every \_\_\_\_\_ months and more often if required. (*sec. 130 (I)\**)
- 2.6 The Union members of the Joint HSC shall assign a work location to each member. The member will be the designated person responsible for any of the following occurrences in their assigned area.
  - (a) In the event of an investigation involving a work refusal;
  - (b) To accompany a WCB Representative on an inspection tour; or
  - (c) To investigate any incident involving a fatality or an accident/sickness that resulted in lost time.
- 2.7 The local Union shall appoint an alternative from the local membership to represent that Joint HSC member if he/she is absent from work. The name and work location of the members of the Joint HSC and their alternate shall be sent to the Employer and to the Local WCB Regional Manager responsible for the Prevention Division.
- 2.8 The Employer will post the name, work location and contact number of each committee member and alternate along with the reports of the past three (3) most recent Minutes from the Joint HSC meetings and all copies of any applicable WCB orders and reports. (*sec. 138 a, & c)\**)

## **MINUTES OF MEETINGS**

- 3.1 The Employer will supply a secretary for the meeting to take minutes and be responsible for having the minutes (reports) typed, circulated and filed within one (1) calendar week of the meeting or as the Committee may from time to time instruct. Minutes of meetings will be reviewed, and edited where necessary by the Co-chairpersons, then signed and circulated to all committee members with a copy forwarded to the Director and Local Unions, before any broader circulation takes place. Agenda items will be identified by code and number, and be readily available in a proper filing system. Filing facilities and secretarial services will be available to Co-chairpersons. (*sec. 137. I)\**)

## **QUORUM**

- 4.1 The Joint HSC shall have a quorum of fifty percent (50%) plus one (1) member present in order to conduct business. Fifty percent (50%) of those present must represent workers. (*sec. 127c)†*)
- 4.2 One (1) Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson will chair the meeting.
- 4.3 Attendance at a committee meeting will be paid for at the member's current rate of pay for performing work, and the time spent at meetings is to be considered as time at work. (*sec 134.1 a, 2)\**)

- 4.4 All time spent on other committee duties such as inspection tours, representing workers in work refusal situations, accompanying by WCB representative, and any work assigned by the committee will be paid in the same manner. (sec 134.1 1', 2,)\*

### **EDUCATION LEAVE**

- 6.1 Each joint committee member and their alternate will receive a minimum of eight (8) hours paid education leave annually in accordance with Article 5.1. As training may not always be available in the area, WCB will be contacted in order to obtain appropriate training for committee members. (*sec 135.1, 2, 3*)\*
- 6.2 Both parties must agree to the training course being received, if there is a disagreement the parties may choose to either have a WCB Representative resolve the issue, or receive their training separately as long as it meets the requirements and WCB approval.

### **MEETING AGENDA**

- 7.1 Each Co-chairperson will prepare an agenda and forward a copy of his/her agenda to their counterpart at least one (1) week prior to the meeting to approve the agenda.
- 7.2 All items raised from the agenda in the meeting will be dealt with on the basis of consensus rather than by voting.
- 7.3 All items that are resolved will be reported in the Minutes. Ongoing items will be placed on the agenda for the next meeting, or a special meeting will be called to address the issue properly before making a recommendation. (Ongoing items are those that require further investigation).
- 7.4 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the committee representatives. (sec. 116, l,e)\*
- 7.5 A WCB Representative, Employer Representative or a CUPE Representative may attend and have voice in committee meetings only at the request of both Co-chairpersons.
- 7.6 Any amendments, deletions, or additions to these terms of reference must have the consent of the Joint HSC and shall be set out in writing and attached hereto.

Signed this 25 day of JULY, 2016

**JOINT COMMITTEE MEMBERS**

**FOR THE EMPLOYER:**

Jh P. RVP

\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

James Hogan

\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 30 HOUSEKEEPING**

**30.01 Co-operation**

The Company and Union agree to co-operate in required housekeeping changes to the renewed Collective Agreement.

**30.02 Definition**

Housekeeping is defined as names, terms, numbers, and definitions that do not result in any change to the terms or conditions of the new Collective Agreement.

**ARTICLE 31 TERM OF AGREEMENT**

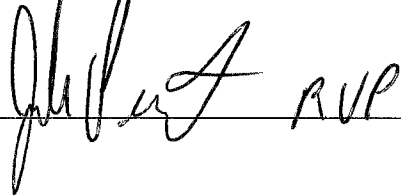
**31.01 Term**

This Agreement shall take effect from April 1, 2015 and expiring March 31, 2018 and shall automatically be renewed annually thereafter unless either Party hereto shall give notice as provided for in the *Labour Code of British Columbia*, requiring the other Party to commence collective bargaining.

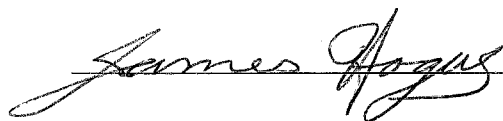
During the period of negotiations, this Agreement shall remain in full force and effect.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 1**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES


LOCAL 113

**RE: Drivers Going to Prince Rupert to Service the Tour Boats**

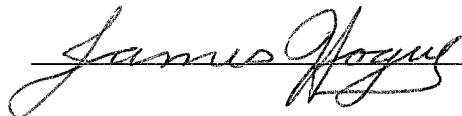
It is mutually agreed that when the Company requires drivers to go to Prince Rupert, to and return, to service the Tour boats, all drivers riding cushions shall be paid a "Cushion Rate" of seventy-five percent (75%) of their regular hourly rate of pay.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 AVP

**FOR THE UNION**

 \_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING NO. 2

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

### Re: Terminal Express

ARTICLE 1: The terms of this Letter of Understanding supersedes the Collective Agreement to which this is attached in all respects unless this Letter of Understanding is silent on the matter.

The parties agree that at present there are four (4) full time positions at Terminal Express. Should the number of positions at Terminal Express go above four (4) all provisions of this Letter of Understanding and all applicable Articles of the Collective Agreement shall apply to the additional employees.

The Employer agrees to utilize manpower such that the three (3) full time positions shall be guaranteed a minimum of forty (40) hour per week.

Notwithstanding the foregoing the Employer has the right to downgrade an employee to casual or lay off status as the quantity of work demands.

Such downgrade or layoff and subsequent upgrade or recall shall be by seniority within this classification.

#### ARTICLE 4: Benefits:

Full time courier drivers shall only be entitled to the Medical Services Plan, the extended benefits provided by MSA and in addition weekly indemnity benefits will apply. Such plans shall be funded as per the rest of the bargaining unit.

No other parts of the Collective Agreement's benefits plans apply.

ARTICLE 5: ARTICLE 14 of the Collective Agreement does not apply to courier drivers.

Except as follows:

Notwithstanding the foregoing, jackets will be supplied to the couriers on a one (1) time basis, and should the Employer implement a uniform policy such uniform shall be provided by the Employer at no cost to the employee.

ARTICLE 14.03 shall apply to employees at Terminal Express.

ARTICLE 6: Overtime shall apply as per ARTICLE 21 of the Collective Agreement.

ARTICLE 7: It is agreed that the position of Supervisor will not be part of the bargaining unit.  
It is further agreed that any duties performed by the Supervisor shall not be deemed as bargaining unit work and the Supervisor may, at any time, fill in or carry out any duties to effectively ensure the efficient operation of Terminal Express.

ARTICLE 8: Vacation and Vacation Pay shall be earned and taken as per the Employment Standards Act.

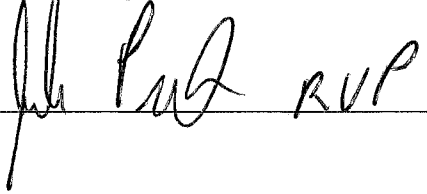
ARTICLE 9: This first Letter of Understanding may be amended during its term by the parties with mutual agreement.

ARTICLE 10: This Letter of Understanding shall be terminated only in the same manner and at the same time as the Collective Agreement. Notwithstanding the foregoing the parties may agree to extend this Letter of Understanding to subsequent contracts.

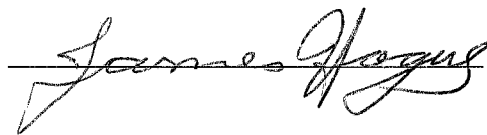
Regular Full Time employees at Terminal Express shall be allowed to participate in the CUPE Multi-Sector Pension Plan.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING NO. 4**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

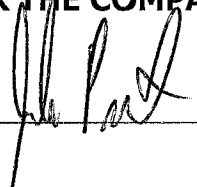
LOCAL 113

**Re: Work Practices at Terrace and Hazelton Only**

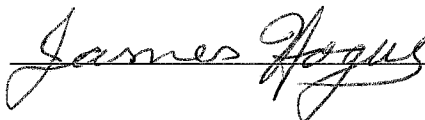
1. The employee who signs and is awarded the Temporary Transit posting is known as a Temporary Transit Driver for the duration of the posting and shall not be eligible to sign Bluebird Charters while on transit.
2. All available Transit work of three (3) or more known days will be posted. All available work of two (2) days or less will be assigned by the Weekday Transit Rotation List.
3. When two (2) pieces of work arising from postings are to commence on the same day the senior employee who has signed both postings shall decide which piece of work they want before work commences. The employee shall not bump back into the other piece of work they gave up.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 RVP

**FOR THE UNION**



\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 5**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**Re: Full Time Coach Cleaning Position in Prince Rupert**

It is mutually agreed that the full time coach cleaner in Prince Rupert will have the following amendments to Articles 11.02 and 13.01.

Article 11

Seniority, Lay-off, Re-hire and Probationary Periods

1. The full time Coach Cleaner will accrue Company seniority, as outlined in Article 11.02 Seniority, for all other purposes other than bidding on a full time driving position.
2. In addition to Company seniority the full time Coach Cleaner will accrue casual driving seniority.
3. In the event of a layoff, Article 11.02 paragraph (f) will not apply to the laid off Coach Cleaner.
4. In the event the full time Coach Cleaner is laid off he/she will be placed on the casual driving list.

Article 13

Choice of Additional Work

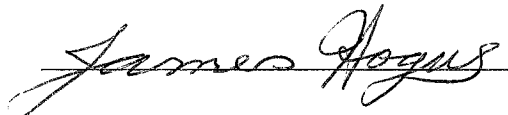
1. The full time Coach Cleaner will be entitled to bid on vacancies as outlined in Article 13.01.
2. The full time Coach Cleaner will be entitled to overtime as outlined in Article 13.01.
3. The full time Coach Cleaner will not be entitled to be on the Charter Rotation List, but may be utilized in the event there is no full time, casual, or relief drivers available.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**



**FOR THE UNION**



\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING NO. 6

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

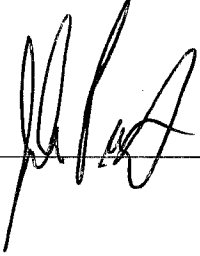
LOCAL 113

### **RE: Terrace Charter work and Emergency Calls**

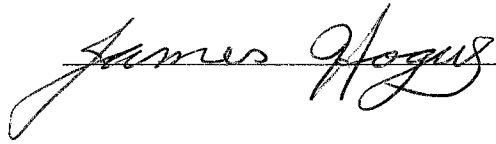
- (a) Whenever possible, all charter trips shall be posted in the worksite for a minimum of seven (7) days prior to the scheduled departure time for that charter. The first four (4) days of which shall be for the purposes of employees signing their intent to work that charter.
- (b) During the signing period interested employees shall print and sign their names on a sign-up sheet for that charter.
- (c) The work shall be awarded on a rotational basis, in seniority order to employees who sign the work and moving down the rotation list in order, three (3) days in advance.
- (d) Once an employee has been given a charter, they are at the bottom of the list for the purposes of the next charter that becomes available.
- (e) Should the charter be cancelled after it has been posted, the employee who was given that work shall be at the top of the list for the next available charter, but cannot bump anyone off of any other charters that have been awarded.
- (f) If no employee signs for a charter, the Manager may give the work to any qualified employee of their choosing.
- (g) The Employer shall maintain an after-hours emergency call out list of not more than six (6) employees who have printed and signed their names on a sign-up sheet for this purpose. Sign up shall take place twice per year. Emergency call outs shall be done on a rotational basis the same as the charters.
- (h) School based Shames Mountain trips shall be administered the same as all other charters. McDonalds Ski bus to Shames Mountain shall be subject to a separate sign up list.
- (i) Should no one on the emergency call out list be available for the emergency call out, the Manager may assign the work to any qualified employee of their choosing.
- (j) An employee who has been given a charter shall not be considered for any emergency call out that may have an impact on their ability to complete the charter work.
- (k) Any employee accepting an emergency call out who has been given a charter, shall not be removed from that charter because of accepting that emergency work.
- (l) All charters posted shall include the following information, time and date of departure, destination of charter, date and time of return if known, and name of group.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 RVP

**FOR THE UNION**

 \_\_\_\_\_  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING NO. 7**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

### **Re: Industrial Work**

Industrial work shall be defined as work being done for specific contractors working on large industrial projects. For example: Rio Tinto Alcan Modernization Project. Industrial work is separate from Charter work and Article 12.02 of the Collective Agreement does not apply.

When the Company has received a contract for an industrial project there shall be an Industrial Project Pool created for the specific project. Whenever possible these positions shall consist of between seventy-five (75) to one hundred (100) hours in each two (2) week period without attracting overtime pay. The remaining hours will be filled by casual employees. Employees with current company seniority shall have priority of the positions with greater hours.

New employees hired for the term of the industrial work project shall be informed in writing with a copy to the Union of the start and end dates of their appointment at the time of hiring. Existing employees choosing to be on the Industrial Project Pool shall return to their previous positions at the termination of the contract.

Seniority for existing employees who work in these positions shall continue to accrue during the period of time they work on the industrial project. Existing employees shall have all Health and Welfare Benefits of the Collective Agreement for the duration of the industrial work provided they maintain the necessary full time hours.

New Employees hired for these projects shall gain seniority on the same basis as casual employees. Employees hired for the specific project may be used for other work if all other employees in that base have turned down the available Regular/Charter work or if the use of other employees creates an overtime situation. Furthermore, when insufficient 'Pool' drivers exist, employees outside the 'Pool' may be used for work defined under the LOU and it will be classified as charter work.

Qualified existing employees expressing their interest in working on the specific project shall be chosen by the following:

- 1) Seniority from the base geographically closest to the industrial project.
- 2) Company seniority.

Qualified existing employees include laid off employees with recall rights.

Employees expressing an interest, in writing, to be trained for the project.

Employees who are employed by the Company at the date of Union Ratification wishing to be trained shall indicate their desire to be trained in writing to the company prior to June 30<sup>th</sup> annually. The Company shall endeavor to train as needed, all those who provide such written notice.

New employees hired for these projects shall receive one dollar (\$1.00) per hour in lieu of benefits and pension. Full time drivers currently enrolled on the benefit plan will maintain coverage while on the industrial project.

Vacation pay shall be paid on every cheque and be administered as per Article 10.

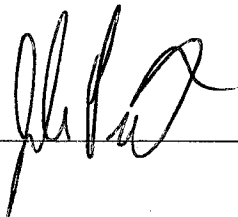
Statutory Holidays shall apply as per Article 15.

All other terms and conditions pertaining to work for industrial contractors shall be covered with Letters of Understanding on a project by project basis.

The parties agree that within twelve (12) months of the commencement of an industrial project they will meet to review the terms of this Letter of Understanding. Either party shall make the request to meet with not less than fourteen (14) days notice to the other.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 RVP

**FOR THE UNION**



\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 8**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**Re: Cody Millard Commercial Transport Premium**

The parties agree to the following regarding the Commercial Transport Premium for Cody Millard.

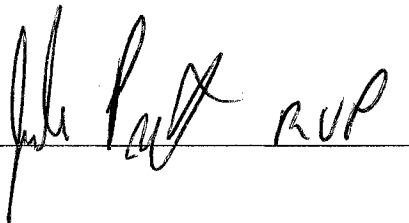
Cody Millard will be grandfathered, for a maximum period of one year from ratification, at the current one dollar per hour (\$1.00) commercial premium until he obtains an air brake endorsement certification described in Article 24.01. Should Mr. Millard fail to obtain the required certification during this period premium payment shall cease.

Within one year of ratification, the company shall grant a paid leave of absence for Mr. Millard to complete the required course.

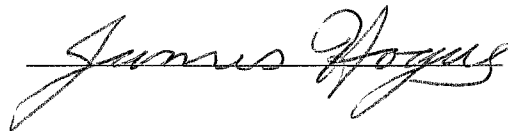
The Company will reimburse Cody Millard any unpaid premiums during the term of the 2012-2015 Collective Agreement.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 9**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

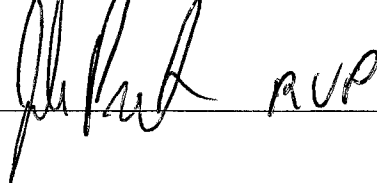
**Re: Forrest Kerr Run**

Forrest Kerr is industrial work originating from Letter of Understanding No. 7.

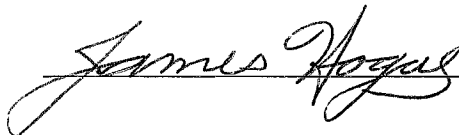
- Drivers will be required to pick up clients as instructed by the Company.
- Equipment type and size is to be determined; however, all drivers must be highway coach qualified.
- The Driver shall be entitled to a single room at the Forrest Kerr Camp.
- Tire chains will be used when mandated or as required for safety reasons.
- As per Article 14.02 (h) the Company will supply rain gear, hard hat, gloves, and safety glasses to the Driver.
- Drivers will receive an additional fifty dollar (\$50.00) stipend when staying overnight at camp.
- A premium of four dollars (\$4.00) per hour shall be paid to drivers performing this work.
- Drivers will be entitled to four (4) meals per round trip.
- This run will be assigned as per the Charter Rules (Article 25).

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 10**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

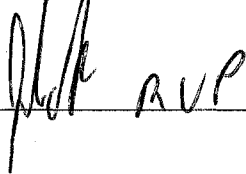
**Re: Bruce Jack Run**

Bruce Jack is industrial work originating from Letter of Understanding No. 7.

- Drivers will be required to pick up clients as instructed by the Company.
- Equipment type and size is to be determined; however, all drivers must be highway coach qualified.
- The Driver shall be entitled to a single room at the Bruce Jack Camp.
- Tire chains will be used when mandated or as required for safety reasons.
- As per Article 14.02 (h) the Company will supply rain gear, hard hat, gloves, and safety glasses to the Driver.
- Drivers will receive an additional fifty dollar (\$50) stipend when staying overnight at camp.
- A premium of four dollars (\$4) per hour shall be paid to drivers performing this work.
- Drivers will be entitled to four (4) meals per round trip.
- This run will be assigned as per the Charter Rules (Article 25).
- The employee and bus may be subjected to a security inspection.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 11**

between .

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

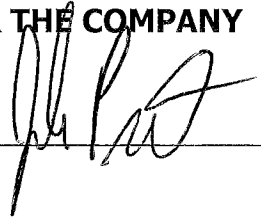
**Re: School Bus**

The parties agree that should FirstCanada ULC be successful in attaining the contract for school busing within the Coast Mountain School District, the certification for CUPE 113 will apply.

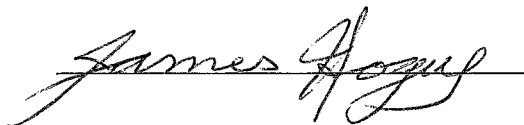
The parties also agree to meet and negotiate any terms and conditions not addressed in the current Collective Agreement.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 RVP

**FOR THE UNION**



\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 12**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

**Re: Remove References "School Bus" and "Part-time"**

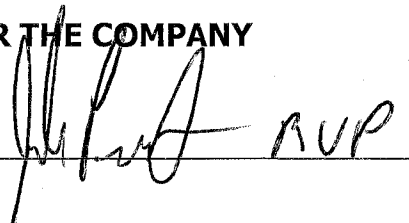
The parties agree to remove from the Collective Agreement all references to School Bus operations for locations other than Prince Rupert. In addition, all language regarding "part-time" employees shall be removed from the Collective Agreement.

The exception is the designation "SCHOOL BUS/BB" in the Article 24.01 Wage Grid is retained.

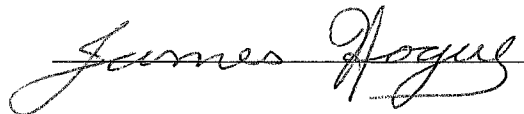
This Agreement is contingent on the inclusion of the "School Bus" Letter of Understanding into the Collective Agreement.

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

  
\_\_\_\_\_ RUP

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 13**

between

FIRSTCANADA ULC

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 113

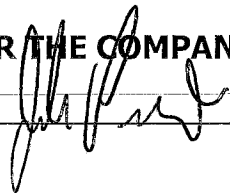
**Re: LNG Canada Project**

LNG Canada Project is industrial work originating from Letter of Understanding #7.

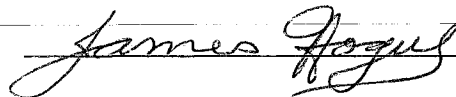
- All drivers must have a minimum of three years experience operating like equipment.
- All drivers must be a minimum of twenty-one years of age.
- Drivers will be subject to post-incident drug and alcohol testing.
- The Company, in accordance with LNG restrictions, will determine driver work assignments.
- All vehicles must be operated with headlights and taillights "ON" at all times.
- All vehicles are to be reversed parked.
- All vehicles will be equipped with In Vehicle Monitoring Systems (IVMS). Employees will be "flagged" for both positive and less than standard performance.
- This work will include camp-based and offsite locations. Employee hired from outside of the Terrace/Kitimat area will be camp based.
- Camp based employees will have transportation provided or will be compensated in lieu of transportation.
- All employees must adhere to camp rules and regulations.
- Any current employee working on the LNG Project will be subject to the terms of Article 7.01. Any new employee hired for the LNG Project will not have access to any of the reallocation protection detailed in Article 7.01.
- The parties recognize the evolving nature of this project and agree to communicate the project status through the Labour/Management Committee as described in Article 12.01 (h).

Signed this 25 day of JULY, 2016

**FOR THE COMPANY**

 RUP

**FOR THE UNION**



## **APPENDIX A – HARASSMENT POLICY**

### **CORPORATE POLICY STATEMENT**

**ISSUE DATE:**                    **SEPTEMBER 19, 2005**  
**SUBJECT:**                        **PREVENTION OF WORKPLACE HARASSMENT**  
**SPONSORED BY:**                **President, FirstCanada ULC**  
**VISION**

The Parties to this document shall be FirstCanada ULC and CUPE Local 113.

#### **The Parties:**

- ✓ are committed to the prevention of harassment in the workplace and recognize that the responsibility to create an environment based on mutual respect, cooperation, and understanding is shared among all employees;
- ✓ will make every effort to ensure that no employee, or anyone having a work relationship with any employee, is subjected to any form of harassment;
- ✓ accept, without qualification, that every employee is entitled to a work environment that is free of any form of harassment.

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

#### **RESPONSIBILITY**

The Parties have a responsibility for understanding what harassment is, its ramifications and insuring that the workplace is harassment free.

All employees have a responsibility not to harass any other employee(s).

Managers and Supervisors have a positive responsibility to create and maintain a work environment free of all forms of harassment. They must demonstrate leadership through action and example by preventing and discouraging workplace harassment. They must:

- ✓ understand and uphold the principles of the Workplace Harassment Policy and BC Human Rights Act;
- ✓ not engage in behaviour contrary to FirstCanada ULC policy and ensure that all employees within their work group are treated fairly and equitably;
- ✓ communicate the Parties' objective to create and maintain a harassment-free work environment;
- ✓ not allow, condone, or ignore workplace behaviour contrary to this policy;
- ✓ respond appropriately to complaints of harassment.

## **PREVENTION**

FirstCanada ULC and CUPE Local 113 will provide information sessions and training to all employees regarding workplace harassment, its prevention and procedures for handling complaints. The Employer will be responsible for the budgeting and funding of the information sessions and training.

## **CONFIDENTIALITY**

Strict confidentiality will be maintained by all parties as much as possible so that complainants feel free to come forward, and the reputations of all individuals involved are protected.

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

Confidentiality is not the same as anonymity. If the complainant chooses to pursue the informal complaint resolution or the formal review (see articles on Informal Complaint Process and Formal Review), he or she must be prepared to be identified so the respondent is informed of the allegations and has the opportunity to respond.

## **DEFINITIONS**

### **Employees**

All FirstCanada ULC employees, Union members, staff, supervisors and managers will be collectively known as "employees" for the purpose of this policy.

### **Workplace Harassment**

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

- ✓ causing intimidation, offense or humiliation to any employee, or undermining the employment relationship, or
  - ✓ on reasonable grounds, being perceived as placing an improper condition on employment, or
  - ✓ being considered discriminatory under the BC Human Rights Act
- British Columbia Human Rights Act discrimination is categorized into:

- ✓ race
- ✓ colour
- ✓ ancestry
- ✓ place of origin
- ✓ religion
- ✓ marital status
- ✓ family status
- ✓ physical or mental disability
- ✓ sex
- ✓ sexual orientation
- ✓ age
- ✓ conviction for a criminal or summary conviction charge that is unrelated to employment (with FirstCanada ULC)
- ✓ political beliefs

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

Harassment can include, although it is not limited to, the following actions and/or behaviours:

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

An action or behaviour can become harassment if it is perceived by the receiver as such, regardless of the intention of the initiator.

Sexual harassment can include, although it is not limited to, the following actions and/or behaviours:

- ✓ sexual advances, or
- ✓ requests for sexual favours, or
- ✓ other verbal or physical conduct

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

Improper condition of employment is when the conduct or comment:

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

## **WORKPLACE HARASSMENT ADVISORS**

FirstCanada ULC will have its own structure and procedures for dealing with internal complaints. FirstCanada ULC and CUPE Local 113 agree to appoint representatives to the following position:

### **Workplace Harassment Advisors**

**The role of the Workplace Harassment Advisor is to:**

- ✓ be neutral and non-advocacy in nature;
- ✓ advise and support, at each stage of the process, employees involved in harassment complaints;
- ✓ provide advice to all employees on harassment issues;
- ✓ provide information on counselling available to individuals involved in harassment cases;

- ✓ provide regular status reports, including statistical data on complaints and their resolution to the Human Rights Steering Committee.

### **The role of the Chairman of the Harassment Advisors Committee is to:**

- ✓ designate a standing committee of neutral third (3rd) parties consisting of two (2) Union and one (1) Management to assist in resolving informal complaints and formal complaints;
- ✓ develop a communication strategy, and ensure the provision of continuing education and awareness of harassment issues;
- ✓ coordinate the collection of and monitor data on complaints and their resolutions;
- ✓ review the Harassment Policy and Procedures and suggest changes as required;
- ✓ advise division heads of formal investigations in their respective divisions, within the boundaries of confidentiality (see Page 2 of the Policy);
- ✓ provide to the President and CEO the report resulting from the Formal Review and their recommended resolutions.

### **COMPLAINT AND INVESTIGATION PROCEDURE**

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

This procedure is not intended to preclude any other existing recourse that may be available to an employee (For example: redress through the Collective Agreement, a Human Rights complaint, criminal charges, or civil litigation).

This complaint process once initiated will be expedited as quickly as possible.

#### **1. Guidelines to Complaints**

Employees who believe that they have been harassed are encouraged to talk to whomever they feel comfortable talking to, including any one (1) of the Workplace Harassment Advisors, regardless of their location, Managers, Job Stewards, or co-workers. They should then be encouraged to discuss their concerns with any one (1) of the Workplace Harassment Advisors.

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

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

## 2. **Informal Complaint Process**

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

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

- ✓ discuss the concern directly with the respondent
- ✓ discuss the concern directly with the respondent, with the assistance of the Workplace Harassment Advisor
- ✓ request that a Workplace Harassment Advisor meet with the respondent and discuss the complaint
- ✓ request a Formal Review (see Formal Review)
- ✓ initiate a grievance, for bargaining unit employees

If the complaint is resolved through the Informal Complaint Process, the only written record of the complaint and resolution, other than statistical data reported to the Chairman of the Harassment Advisors Committee, will be given to the complainant and the respondent.

If the informal complaint resolution process does not take place or takes place and the complaint remains unresolved, the complainant may refer the complaint to the Formal Review process (see Formal Review).

## 3. **Formal Review**

- ✓ A request for a Formal Review must be submitted in writing to the Chairman of the Harassment Advisors Committee.
- ✓ If a request for a Formal Review is received that involves a bargaining unit member(s), designated representatives of the appropriate bargaining unit will be advised in writing.
- ✓ Once a Formal Review is requested, the Chairman of the Harassment Advisors Committee will assign neutral third parties to investigate and submit a report including recommendations.
- ✓ The neutral third (3rd) parties will interview the complainant, respondent, and witness(es). These interviews will be conducted as discreetly as possible. Both the complainant and respondent will be given equal opportunity to discuss their case.

Each party will be advised of their right to representation at any stage in this process.

- ✓ The report resulting from the Formal Review will be submitted by the Chairman of the Harassment Advisors, with their recommended resolutions, to the President of FirstCanada ULC.
- ✓ The President of FirstCanada ULC will advise the complainant and the respondent of the final resolution.

## **FORMAL REVIEW RESOLUTION**

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

## **APPEAL PROCEDURE**

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

## **RECORD OF COMPLAINTS**

If informal or anonymous complaints are received, only the statistical information required by the Harassment Advisors Committee will be retained.

## **VEXATIOUS COMPLAINTS**

If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Policy. "Vexatious" is defined as an action instituted without sufficient grounds for winning purely to cause trouble or annoyance to another party.

## **RETALIATION**

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

## **CONCLUSION**

In developing this policy, FirstCanada ULC and CUPE Local 113 are demonstrating their commitment to ensure that all employees can work in an environment free from harassment.