

# MVT Final Offer Vote

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

AND

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

*Errors, including typos, incorrect numbering, incorrect formatting, etc., excepted.*

## Legend

Black Type	=	Mutually agreed upon by both parties during negotiations
<u>Red Type</u>	=	MVT Final Offer language
<i>Blue Type</i>	=	Instructions (title page only)

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## PREAMBLE

The purpose of this Agreement is to establish general working conditions of employment affecting employees covered by the agreement, and to maintain orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

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

The Employer and the Union each represent that the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to form rules to govern the relationship between the Employer and the Union, to promote efficiency and service, and to set forth herein the agreement and understandings covering terms and conditions of employment.

Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## ARTICLE 1.00 DEFINITIONS

- 1.01 Regular Employees** are those employees who have regularly scheduled positions.
- 1.01.1 Full Time employees** are those employees regularly scheduled for thirty-seven and one-half (37.5) hours per week.
- 1.01.2 Part Time employees** are those employees regularly scheduled for less than thirty-seven and one-half (37.5) hours per week. The Employer will make every effort to create full time positions where possible.
- 1.02 Casual employees** are those employees who are employed for relief purposes.
- 1.03 Temporary Employees** are those employees hired to relieve a regular employee who will be temporarily absent for more than twenty (20) days. Temporary absences of less than twenty (20) days duration will be filled by Casual Employees. Temporary absences shall be posted pursuant to Article 17. If there are no qualified internal applicants, then the positions may be filled by outside applicants, who shall be classified as Temporary employees. If a Temporary vacancy is filled by a regular employee they shall retain their regular status, and they may return to their previous position with no loss of seniority upon the return of the incumbent or upon 30 days notice by the employee.

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- 1.04 Days:** Unless otherwise stated, “days” means working days, excluding Saturdays, Sundays and Statutory Holidays.
- 1.05 Weeks:** Unless otherwise stated, “weeks” means a calendar week of seven (7) calendar days, from 00:01 hours (12:01 a.m.) Sunday to 24:00 hours (12:00 midnight) Saturday.
- 1.06 Words in Context:** Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as the plural or feminine or body corporate or politic where the context or the Parties hereto so require.
- 1.07 Calendar Year:** Unless otherwise stated, “calendar year” shall mean 12 calendar months commencing with the first day of January and ending December 31<sup>st</sup>.
- 1.08 Supervisors:** are those bargaining unit employees who perform supervisory duties, as delegated by Management, and who may participate in the investigatory process, but will not make final disciplinary decisions regarding any other bargaining unit employee. Reporting and instructive documents written for or at the request of management by bargaining unit employees are records of events, but are not, in and of themselves, disciplinary documents - unless so designated by the Employer.
- 1.09 Depot:** is a service location from which the employer organizes HandyDART transportation. In addition, the Surrey Office operation shall constitute a depot separate and distinct from Surrey Driver Depot. Unless otherwise agreed, all bargaining unit employees performing office functions shall be considered part of the Surrey Office Depot for seniority purposes, regardless of actual work location.

### ARTICLE 2.00 COVERAGE, DURATION AND EFFECT

#### 2.01 Coverage

This Agreement shall cover and be binding upon all employees of the Employer except as listed and defined in the MOU between the parties dated April 16, 2009 and attached to this collective agreement. Unless otherwise specified, “employee(s)” shall only except persons in positions deemed excluded:

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

The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart of the department or program where the position is located, a copy of the job

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description and reason for exclusion. If no agreement is reached within sixty (60) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

### **2.02 Duration of Agreement**

Unless otherwise specifically provided, this Agreement shall come into full force and shall be binding and remain in full force and effect from the signing of this agreement until midnight December 31<sup>st</sup>, 2013.

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

### **2.03 Future Legislation**

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

### **2.04 Conflict with Rules**

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

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

Prior to implementation, the Union may request to meet with the Employer to discuss the intent and purpose of any new rule, policy, or regulation. Disagreements concerning the implementation of any rule, policy or regulation conflicting with the terms of this Agreement are subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within

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fifteen (15) days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

### 2.05 Re-Opening of the Collective Agreement

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either Party may give to the other Party written notice of its intention to commence negotiations leading to a renewal of this Agreement. If no agreement is reached at the expiration of this Agreement, and negotiations are continuing between the Parties to this Agreement, then this Agreement shall remain in full force up to the time an agreement is reached, unless a strike or lockout occurs.

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

### 2.06 Disputes, Strikes and Lockouts

Disputes: It is recognized and understood that the Employer and its workers are obligated to perform a service to the public, and that this service must be continuously performed to the fullest extent during the terms of this agreement. The grievance and arbitration re-dress procedure shall be the sole and exclusive means, without a stoppage of work, for resolving any and all disputes between the parties during the term of this agreement.

Strikes and Lockouts Prohibited: There must be no strikes and lockouts so long as this agreement continues to operate.

## ARTICLE 3.00 UNION RECOGNITION AND SECURITY

### 3.01 Recognition

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

### 3.02 No Discrimination for Union Activity

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

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

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

### **3.03 Recognition and Rights of Stewards**

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

The Union agrees to provide the Employer with a list of the employees designated as Stewards and alternates. The Employer will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name.

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

### **3.04 Duties and Responsibilities of Stewards**

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

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

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- h) acting as appointees to the Union/Management Committee.

### 3.05 Conditions Governing Stewards

Except as specially provided in this Section (3.05), the shop steward shall not be compensated by the Employer for his/her duties as the shop steward and, when possible, shall perform such duties during times when he/she is not scheduled to work for the Employer. Stewards shall be entitled to reasonable time while on duty without loss of regular pay and benefits to perform the below duties when they:

- a) are requested or required by the Employer to attend a meeting, investigatory hearing or disciplinary grievance proceeding, and
- b) have received prior consent from their supervisor before leaving their work area. Such consent shall not be unreasonably withheld; and
- c) make every endeavor to complete their business in as short a time as possible, and
- d) advise their supervisor of their return to the work area.

### 3.06 Time Off for Union Business

3.06.1 Unpaid leave of absence shall be granted to employees who are representatives of the Union on the bargaining committee (up to four members of the bargaining unit) to carry on negotiations with the Employer.

**3.06.2** Leave of absence without pay and without loss of seniority will be granted to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; for elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment; and for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.

**3.06.3** The Union will be responsible for the cost of benefit packages for any employees on leave for union business greater than 30 days in duration. This will be effective on the 31<sup>st</sup> day of the leave, and for the duration of that leave.

**3.06.4** Union Officers elected to full time Union office may elect, at the employees option, to be placed on an indefinite Leave of Absence, waiving their right to be continued on the payroll of the employer. Such Union Officers shall

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remain on the seniority list, and continuing to accrue seniority on the same basis as if they were working their regular duties.

### 3.07 Security, Union Membership and Dues

#### 3.07.1 Union Membership

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

#### 3.07.2 Deductions

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

#### 3.07.3 Correspondence and Directives

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

#### 3.07.4 Bulletin Boards and Union communication

The Employer agrees to provide space and bulletin boards for employees covered by this Agreement at each depot. The supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Employer, the Union,

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the client or any other person or employee. The Employer shall also allow any official postings as mandated and prescribed by any government agency.

### **3.07.5 Orientation for New Employees**

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

### **3.07.6 Right to Refuse to Cross Picket Lines**

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

### **3.08 Job Descriptions**

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

### **3.09 Union Notifications**

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

### **3.10 Labour Management Committee**

A Labour Management Committee shall be established from time to time as necessary and by mutual agreement between the Parties to exchange information and have discussions. The Committee shall consist of equal

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representation. A quorum shall consist of a minimum of three (3) members from each party, with each party deciding their respective committee members. Committee representatives shall be paid for the meeting, by the Employer, at the appropriate rate of pay. The Committee meeting times and agendas shall be set by mutual agreement. Minutes of the meeting must be approved by both parties before being posted. The Chair and Secretary functions will be filled by a Union and Employer representative respectively. At each meeting, the parties will alternate the filling of the Chair and Secretary functions between them. The committee's purpose is to discuss issues and problems, and address solutions in a collaborative manner. The LMC shall not replace the grievance procedure contained in this collective agreement in any way. The Committee, however, is authorized to address and settle some procedural issues or practices in need of resolution with negotiated MOUs or other means of memorialization by mutual agreement, subject to approval by the membership.

### **3.11 Employer's Rights**

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

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

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

### **3.12 Human Rights/Harassment**

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

**3.12.2** Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purposes, toward an individual or individuals by either employees, or the Employer, on any of the prohibited grounds of discrimination under

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the Human Rights Code of British Columbia, including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

**3.12.3** Protection against harassment for employees extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of, or arising from, the employment relationship.

**3.12.4** An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint through the Union to the Employer designate. Harassment complaints may also be pursued pursuant to Article 4 – Grievances. Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

**3.12.5** None of the above shall in any way prohibit the right of a complainant to pursue a complaint under the Human Rights Code of British Columbia.

### ARTICLE 4.00 GRIEVANCES

#### 4.01 Definitions

a) "Grievance" means any difference between the Parties respecting the interpretation, application, operation or any alleged violation of this Agreement, including the dismissal, discipline or suspension of an employee bound by this Agreement, including any question as to whether any matter can be the subject of the Grievance Procedure as set out below, and including an individual, group, or policy grievance.

b) "Chief Shop Steward" (CSS) means the Officer designated by the Union as Chief Shop Steward, who shall assign, direct and assist the work of Shop Stewards involved with grievances. The duties and actions of the CSS will in no way inhibit the Employer's operation or infringe on management rights.

#### 4.02 Grievance Procedure

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

If a grievance is not settled at any one stage of the procedure set out below, then the moving party shall have the alternative either to withdraw it or to proceed to

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the next successive step within the time limits set out in this Article. If the moving party does not present a grievance to the next higher level, the grievance will be deemed withdrawn, however, the moving party shall not be deemed to have prejudiced its position on any further grievance.

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

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

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

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

### **4.02.1 Step One - Verbal**

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

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

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

### **4.02.2 Step Two - Written**

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

- a) the nature and details of the grievance, the date of the alleged violation, (if applicable) and the circumstances from which it arose;

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- b) the article(s) of the Agreement alleged to have been violated and the remedy or correction required.

Upon presentation of the written grievance to the General Manager, or his designee the parties shall engage without undue delay in discussions to resolve the Grievance. Should the matter not be resolved, then within ten (10) days of the Step Two discussion the Employer shall provide a written reply, setting out their position, reasons and the respective Collective Agreement articles upon which they rely. If written reply is not provided within the ten (10) days, the grievance shall automatically proceed to Step Three.

### **Dismissal or Suspension**

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

### **4.02.3 Step Three**

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

### **4.03 Third Party Resolution**

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

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### 4.03.1 Investigator

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

### 4.03.2 Expedited Arbitration

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

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

### 4.03.3 Expedited Arbitration Process

The Expedited Arbitration process is as follows:

- a) it is intended to be informal and non-legal, and outside lawyers will not be used to represent either Party;
- b) the parties will make every effort to make use of an agreed to statement of facts;
- c) all presentations are to be short and concise and are to include a comprehensive opening statement;
- d) the parties agree to make limited use of authorities during their presentations;
- e) the Arbitrator shall hear the grievance(s) and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision;

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- f) prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance;
- g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- h) all settlements of expedited arbitration cases prior to hearing shall be without prejudice;
- i) the parties shall equally share the cost of the fees and expenses of the Arbitrator.
- j) the decision of the Arbitrator shall be final and binding, and it shall not be the intention of either Party to appeal a decision of the Expedited Arbitrator.
- k) The Expedited Arbitrator, who shall be a sole arbitrator, shall be selected from the Investigator list, or shall be a substitute mutually agreed by the Parties.

### 4.03.4 Single Arbitrator

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

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

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

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

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## ARTICLE 5.00 PROBATION, SENIORITY

### 5.01 Probationary, Qualifying

- 5.01.1 Each new employee hired by the Employer shall be placed on probation for a period of four hundred and fifty (450) hours of paid revenue service work or ninety (90) calendar days – whichever comes first. This probationary period may be extended for an additional three hundred (300) hours of paid work or an unspecified number of calendar days, provided that the Employer and the Union mutually agree to such an extension.
- 5.01.2 The Employer may terminate the employment of the probationary employee during the probationary period for just and reasonable cause
- 5.01.2.1 The Employer may reject a probationary employee as outlined in 5.01.2, and will provide the reasons for rejection in writing. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which s/he has been appointed.
- 5.01.3 Where a probationary employee is not notified of his rejection before the conclusion of his probationary period, it is understood that the probationary period has been successfully completed.
- 5.01.4 Current employees who are the successful applicants on a new position, or are transferred to a new position, including casual employees who become regular employees, shall be entitled to a qualifying period of three hundred (300) hours and shall not serve a probationary period as defined in this Article. During the Qualifying period the employee shall receive full pay, seniority, benefits and perquisites. If an employee is deemed unsatisfactory in the new position during this Qualifying period, or voluntarily chooses to return to their previous position, then the employee shall be returned to their former position and/or status at no loss in wages, seniority, benefits and perquisites.

### 5.02 Seniority

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

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

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## ARTICLE 6.00 WAGES

### 6.01 Acting Capacity

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

### 6.02 Rounding Off

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

### 6.03 New or Changed Positions

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

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

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

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### 6.04 Minimum Hours

- 6.04.1 All regular full time employees shall be paid a minimum of 7.5hrs per scheduled shift worked, unless there is a disruption of operations due to conditions beyond the Employer's control.
- 6.04.2 All regular part-time employees shall be paid a minimum of 3hrs per scheduled shift worked, unless there is a disruption of operations due to conditions beyond the Employer's control.
- 6.04.3 All casual drivers required to report for a shift shall be paid a minimum of two (2) hours per day. When working a regular driver's shift, a casual driver shall be paid from the time they leave the depot plus 12 minutes for pre-trip to the time they return to the yard plus 5 minutes for post trip, excluding lunch. All casual Call Center employees shall be paid a minimum of two (2) hours per day.
- 6.04.4 Any regular employee recalled to work in addition to and outside of but not adjoining their normally scheduled hours shall be paid a minimum of two (2) hours at the applicable overtime rate of pay.

### 6.05 Starting and Finishing Time

- 6.05.1 Every driver position shall have a designated depot from which they will depart and return at the end of their shift. Drivers will have included in their shift twelve (12) minutes pre-trip and five (5) minutes post-trip.
- 6.05.2 Commencement of work shall occur:
- a) for all regular employees other than Drivers and Casuals at the start time designated on their posting;
  - b) for casual employees at the start time provided by the Employer;
  - c) for regular Drivers at the start time designated for their particular run at the time of the Driver shift sign up.

### 6.06 Overtime

- 6.06.1 Overtime for all employees will be paid to all employees in accordance with the Employment Standards Act (ESA) of BC.
- 6.06.2 Unpaid lunch periods will not be counted in calculating the above overtime hours.

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- 6.06.3 Overtime shall be worked as assigned, subject to management relieving the employee from this obligation in the event of compelling personal circumstances.

### ARTICLE 7.00 PAY PERIOD

#### 7.01 PAY

7.01.1 Employees will be paid bi-weekly.

7.01.2 Payroll will be affected by Direct Deposit except for the issuance of cheques under Article 11.04 governing payroll advances at vacation time.

7.01.3 Assignment of Wages - The Employer will honour an employee's written assignment of wages consistent with the terms of Part 3 section 22 of the Employment Standards Act [RSBC 1996] Chapter 113 as they exist at the date of signing of this Agreement.

#### ***Assignments***

22 (1) An employer must honour an employee's written assignment of wages

(a) to a trade union in accordance with the *Labour Relations Code*,

(b) to a charitable or other organization, or a pension or superannuation or other plan, if the amounts assigned are deductible for income tax purposes under the *Income Tax Act* (Canada),

(c) to a person to whom the employee is required under a maintenance order, as defined in the *Family Maintenance Enforcement Act*, to pay maintenance, and

(d) to an insurance company for insurance or medical or dental coverage.

(e) [Repealed 2003-65-5.]

(2) [Repealed 2003-65-5.]

(3) An employer must honour an assignment of wages authorized by a collective agreement.

(4) An employer may honour an employee's written assignment of wages to meet a credit obligation.

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## ARTICLE 8.00 BENEFITS AND PENSION

### 8.01 Benefit Qualifications

The Employer will continue to pay 100% of the current extended medical plans for the seven (7) separate employee groups until March 31, 2010. On April 1, 2010, the Employer will convert to one single plan and pay a monetary cap as outlined in Appendix B. The Union and the Employer will meet at least 90 days prior to March 31, 2010 to design the one (1) plan that will apply to all eligible employees within the Employer's monetary cap effective April 1, 2010.

To the extent that the plan selected exceeds the Employers monetary cap, the employees will pay the excess amount through payroll deductions.

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

8.01.2 All regular part-time employees who work an average of eighty (80) hours per month shall be entitled to benefits defined in this article. An average will be determined on the basis of work performed by the employee in the four (4) previous months. New employees will become eligible once the conditions of this article have been met.

### 8.02 Medical Services Plan (MSP)

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

### 8.03 Pensions

#### Registered Retirement Savings Plan (RRSP)

Effective on the date of ratification the Employer shall contribute 5% of base wages per pay period to all regular employees eligible for RRSP benefits once they have passed their probationary period.

If any eligible employee contributes 6% of their base wages to their own individual RRSP, then the Employer will increase its contribution from 5% to 6%.

If any eligible employee contributes 7% of their base wages to their own individual RRSP, then the Employer will increase its contribution from 5% to 7%.

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Adjustments to employee contributions may be made on January 31<sup>st</sup> and July 31<sup>st</sup> upon written request by the eligible employee; and will take effect within thirty (30) days.

### **Municipal Pension Plan (MPP)**

The Employer will apply for MPP for all eligible employees effective January 1, 2012 subject to final negotiations with TransLink over the extension of the two options years and, only if TransLink agrees, in advance, to cover the costs of the MPP in the Employer's reimbursement rates.

In the event that the Employer's application for MPP is successful, the RRSP contributions outlined above will cease. For greater clarity, the Employer will not make both RRSP & MPP contributions covering the same period of time for any eligible employee.

### **8.04 Employee Assistance Program**

The Employer will establish an employee assistance program.

## **ARTICLE 9.00 OTHER DUTIES**

### **9.01 Court Proceedings**

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

9.01.2 Any employee required by an Employer subpoena/summons or Crown subpoena/summons to attend, for any reason, before a Court, or called to jury duty on a date upon which they would normally work for the Employer, shall be booked off for the entire shift. Employees required by the Employer to attend before a legal body on their regular scheduled work day shall be paid straight time for their regular bid time. Employees required by the Employer to attend a court proceeding on their scheduled days off will be paid for their attendance and will be given alternate days off in lieu. All reasonable expenses will be reimbursed if the court proceedings are beyond the Greater Vancouver area for Employer required attendance. Employees required to attend court by Crown summons/ subpoena concerning a matter unrelated to the Employer shall not be paid for time spent at the proceeding.

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

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### 9.02 Medical Examination

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

### 9.03 Report for Other Employer Business

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

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

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

### 9.04 Call-Ins by the Employer

If any employee is called in by the Employer outside his normal working hours for an interview or for any other purpose other than office, maintenance or driving shifts, a job application interview, or training pursuant to Clause 21.06 of this Agreement, he shall be paid at that employee's regular rate of pay for the time of his attendance. A minimum payment of one (1) hour shall apply to such call-ins. A call-in may be to a location other than the Employer office.

### 9.05 Cancellation of a Shift for a Casual Employee

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

## ARTICLE 10.00 VACATION LEAVE

### 10.01 General Policies for Annual Vacation Leave:

#### 10.01.1 Vacation Pay While Still Working

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

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### 10.01.2 Calendar Year Accrual Basis

Paid vacation leave entitlement will be granted to all eligible employees on an accrual basis according to the annual number of prescribed days entitled.

### 10.01.3 Vacation Period

Employees must take their vacation leave at a time appropriate to the department in which they work. The Employer reserves the right to determine suitable times for vacation leave within each department/or depot in keeping with workloads, however the employer must ensure that there are sufficient opportunities for employees to take their vacation entitlement. Vacation leave at selected times shall not be unreasonably denied. Vacation leave shall be compensated at the pay rate applicable on the dates of the vacation period.

### 10.01.4 Seniority for Vacation Purposes

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

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

#### 10.01.4.3 Vacated Vacation Periods

In the event that a picked week's vacation becomes vacant the Employer will post it for three (3) weeks so that other employees per Article 10.01.4.2 may sign for the vacated period according to seniority. For further clarification, previously approved vacation time may not be cancelled to obtain vacation time under this article.

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### 10.01.4.4 Vacation Schedule

The Employer shall confirm each employee's approved vacation in writing by December 31<sup>st</sup> of each calendar year at each depot.

### 10.01.5 Carry Over

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

### 10.01.6 Statutory Holidays

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

### 10.01.7 Casual Employees

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

- a) four (4) percent in lieu of vacation, based on the employee's total wages for the year, after completion of one (1) year's service.;
- b) six (6) percent based on the employees total wages for the year, after completion of five (5) year's service;

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

## ARTICLE 11.00 VACATION ENTITLEMENT

### 11.01 Entitlement for Regular Employees

On January 1<sup>st</sup> of each calendar year all regular employees will be credited with their total entitlement days for the coming year according to the following formula:

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

For the purpose of vacation entitlement, an employee's years of service shall be calculated from the employee's original date of hire as recognized on the Master

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Seniority List; and shall include the employee's unbroken length of service as a custom transit employee with any of the prior service providers who were predecessors to MVT on January 1<sup>st</sup>, 2009.

A vacation day is accrued based on 7.5hrs.

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

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

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

11.05 Rate of Vacation Pay

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

## ARTICLE 12.00 STATUTORY HOLIDAYS

### 12.01 Definitions

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

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

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

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

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### 12.02 Statutory Holidays on Non-Work Days

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

### 12.03 Work on Statutory Holidays

- 12.03.1 Regular employees are automatically paid for statutory holidays and are assumed to be absent from work with pay.
- 12.03.2 Casual employees who work fifteen (15) days in the last thirty (30) calendar days prior to a statutory holiday will be paid for the statutory holiday.
- 12.03.3 If an employee works on a statutory holiday, the employee will be paid at the rate of 1.5 times their regular rate of pay.
- 12.03.4 Employees may be required to work a statutory holiday in reverse seniority order.

## ARTICLE 13.00 LEAVES OF ABSENCE

### 13.01 General Conditions

- 13.01.1 The Union Office must be informed of leaves in excess of fourteen days. Leaves of absence without pay and without benefits will be considered upon request of the individual employee, subject to the approval of the Employer. An employee who is granted a leave of absence without pay that totals thirty (30) days or more in a calendar year shall be entitled to retain his membership in benefit plans subject to the employee paying the full amount of the contributions to the plan to cover the period of the absence after the initial thirty days.
- 13.01.2 The Request For a Leave Form shall be submitted to the Employer seventy-two (72) hours prior to the commencement of any leave for five (5) days or less and fourteen (14) days prior to the commencement of any leave for a period longer than five (5) days.
- 13.01.3 Any reasonable request for leave shall not be refused by the Employer. The reasonableness of a request shall involve consideration of the underlying reason for the request; the employer's staffing requirements during the period requested, and previous requests granted to the employee. The seniority

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status of employees will not be affected when an employee is on sick leave or leave pursuant to Workers' Compensation. Other leaves of absence up to a maximum of ninety (90) days will also not affect seniority.

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

### 13.02 Leave of Absence with Pay

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

### 13.03 Compassionate Leave

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

### 13.04 Marriage Leave

An employee shall be granted one (1) days leave with pay to be married.

### 13.05 Pregnancy and Parental Leave

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

13.05.2 An employee returning to work from Pregnancy and Parental leave shall be reinstated to the position she held at the time she went on leave without loss of seniority, but without claim to any promotions effected during her absence on leave to which she may have been otherwise entitled.

### 13.06 Training Leave

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

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

### 13.07 Leave of Absence for Union Business

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

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

### 13.08 Extreme and Adverse Weather Conditions

In the event that an employee attends at work, but is unable to work due to extreme, unforeseen, and adverse weather conditions, the Employer will pay the employee for two (2) hours of pay.

### 13.09 Unpaid Leaves – Benefit Adjustment

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

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

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

### 13.10 Reporting Back to Work From Leave

Any employee who does not report back from leave as scheduled will be deemed to have abandoned their employment.

## ARTICLE 14.00 SICK LEAVE BENEFITS

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### 14.01 Sick Leave Benefits

14.01.1 All regular employees will be allotted a sick leave bank of ten (10) working days per year for sick leave with regular pay after the first year of employment. Sick pay will be provided as accrued. Any sick leave entitlement days unused in one calendar year can be accumulated in successive calendar years up to twenty six (26) working days.

Sick days are based on 7.5hrs

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

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

### 14.02 Certificate Requirement

14.02.1 The Employer may require the employee to provide medical verification when that employee is away from work for reasons of illness or off the job injury.

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

### 14.03 Additional Benefits

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

### 14.04 Leave to Attend Medical or Dental Appointment

Employees should make every effort to schedule their medical appointments outside of their assigned work shift.

### 14.05 Workers' Compensation

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

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employee's sick leave account upon payment, to the Employer, of the Claim by WorkSafeBC.

### 14.06 Benefit Entitlement

14.06.1 When an employee is on a WorkSafeBC claim, or LTD, all benefits of the Agreement will continue to accrue, including but not limited to, seniority, vacation and sick leave bank accrual, for up to six (6) months.

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

### 14.07 Reporting Back Fit for Work

Employees reporting back to work after illness or injury of more than ten (10) days must report to the Employer by 12:00 noon of the day preceding their re-commencement of work. For shifts that begin on Monday, employees must report by 12:00 noon on the preceding Friday.

### 14.08 Leave of Absence Without Pay

Employees with more than one (1) year of service who are off because of sickness or accident shall at the expiration of sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as the expected date of return to work. The Employer's decision for further leave of absence shall be in writing. If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee will be deemed to have abandoned their employment.

Employees with less than one (1) years service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) workdays.

Further leave of absence periods of seven (7) workdays may be granted upon written request. These written requests will be acknowledged in writing.

If no written report is received by the Employer within seven (7) workdays from such an employee explaining his/her condition, s/he will be deemed to have abandoned their employment.

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## ARTICLE 15.00 REST PERIODS

### 15.01 Time Off Between Shifts

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

### 15.02 Lunch and Breaks

#### 15.02.1 Every employee is entitled to the following:

##### Lunch

- In any shift of five (5) hours or longer, one unpaid lunch break of one half (1/2) to one (1) hour

##### Breaks

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

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

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

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

## ARTICLE 16.00 DRIVERS' SHIFTS

### 16.01 Shift Postings

16.01.1 All regular drivers' shifts for each depot shall be posted on each depot's posting board on March 1<sup>st</sup> and September 1<sup>st</sup> of each year. The Employer will notify the Union of any additional bids required due to service needs or changes through the posting process. Driver shifts shall be posted for each depot and drivers shall bid according to the depot seniority list. The signup sheet will be posted for a minimum of five (5) working days before the first signature goes on to allow senior employees adequate time for the consideration of new shifts. The picking process will start the

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first Monday following the posting period each March and September. The posting will identify the start and ending times, and the scheduled days off. The Employer will attempt to create as many full time runs as possible.

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

16.01.2 The changes in shifts will be effective on the first day of the new pay period immediately following completion of the shift posting sign up, and no later than six (6) weeks from the initial posting date.

16.01.3 Regular drivers, who have successfully posted into a position in a different depot, shall be placed on the bottom of the regular driver seniority list until commencement of the next sign up at which time they will be placed on the depot list commensurate with their accrued seniority.

### 16.02 Split Shifts

The Employer shall limit the number of split shifts to eight percent (8%) of the total number of shift bids within the bargaining unit.

### 16.03 Compressed Work Week

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

(a) 1 ½ times the employee's regular wage for the time over 9 1/3 hours, and

(b) double the employee's regular wage for any time over 12 hours

## ARTICLE 17.00 VACANCIES, PROMOTIONS AND LAYOFFS

### 17.01.1 Open Shifts – all classifications

Employees shall have the opportunity to apply for any job vacancy or opening, including new positions, covered by this Agreement and posted by the Employer. If the employee is already fully qualified to perform the position, they will be placed into a vacancy before an employee who has

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the ability as defined in 17.01.4. When qualifications or ability is equal, seniority will determine vacancy placement.  
The successful applicant shall receive a letter of appointment confirming their position.

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

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

All job postings shall contain:

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

17.01.3 Where more than one employee makes application for a posting, seniority shall be the determining factor amongst the applicants who meet the selection criteria specified in Article 17.01.1 and 17.01.4.

17.01.4 Ability shall mean that an applicant has the formal education, special training and experience required for the position, or the equivalent knowledge and skill, or the ability to acquire the equivalent knowledge and skill within twenty (20) days of actual work in the position, and shall also include consideration of the employee's performance in his present job.

17.01.5 The successful applicant for the position will serve a qualifying period not to exceed three hundred (300) hours of paid work during which the Employer may, for reasons of inadequate performance, return the employee to his previously held position with no loss of seniority to that employee. The employee may voluntarily return to his previously held position with no loss of seniority within his qualifying period.

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- 17.01.6 The Employer will make its best effort to fill vacancies or openings within two months of the date of posting. Once a vacancy or opening is filled, the Employer will make its best efforts to ensure that the successful applicant commences work within one month.

### **17.02 Layoff and Recall**

- 17.02.1 When it is necessary to reduce staff, layoffs and recalls shall be made on the basis of last on, first off, and last off, first on based on the Master Seniority List.
- 17.02.2 The Regular employee in the classification affected by the layoff may use his/her master seniority to bump the most junior Regular employee in another work location in the same classification or a Regular or Casual employee may use his/her master seniority to move into his respective casual list within any work location. When recalled, such employees may return to their Regular position or stay on the casual seniority list.
- 17.02.3 A person shall not be considered new in restarting provided that the Employer shall not be required to re-engage employees who have been laid off for a period longer than twenty-four (24) months.
- 17.02.4 Employees laid off under this Clause shall leave an address with the Employer and not less than two (2) weeks' notice of resumption of work shall be given by the Employer to laid off employees by sending recall notices by registered mail to addresses given. If mutually agreed the employee may return earlier. The onus shall rest with the employee to notify the Employer and the Union in writing with respect to any changes in that employee's address.
- 17.02.5 If any person so recalled does not notify the Employer at least forty eight (48) hours before the starting date of his intention to resume employment, it shall be deemed at that time to be that the position is vacant and the next employee in order of seniority shall be recalled. Failure to report to work from layoff within fourteen (14) calendar days of receiving notification shall be considered a voluntary resignation by the employee.
- Any cases of apparent unfairness in the operation of this paragraph will be given every consideration if brought to the Employer's attention.
- 17.02.6 Any cases of apparent unfairness in the operation of this paragraph will be given every consideration if brought to the Employer's attention.

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### 17.03 Termination and Notice

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

## ARTICLE 18.00 CASUAL WORK PROCEDURES

### 18.01 Casual Work

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

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

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

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

#### Casual Availability

#### Appointment Letter:

All casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status, classification, and their depot assignment. This letter shall also confirm the casual employee's days and times of availability for work. Casuals normally available on a day in which a statutory holiday falls are required to be available on that date.

#### Minimum availability:

Casual employees are required to be available a minimum of thirty-six (36) days within a consecutive thirteen week period. In situations such as 18.01.5 where a

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preference for work is offered, unfilled shifts will be assigned to the least senior casual based on their regular availability.

### **Changes in Availability:**

The commitment to general availability specified by the casual employee upon hire shall be subject to revisions. Such revisions will occur twice a year provided that the change is completed prior to the permanent shift sign ups in 16.01 (i.e.: February and August). If mutually agreed to between the Employer and the employee, revisions may occur on a more frequent basis. Should a casual employee wish to increase their general availability they may do so at any time. The Employer will issue a revised letter of appointment to reflect approved changes to an employee's general availability.

### **Attendance:**

Casual employees who refuse assignments on days or shifts that they have stated they are available may be required by the Employer to demonstrate that the refusals were for valid reasons. Casual employees will be deemed to have abandoned their employment after the fourth invalid refusal in a twelve (12) month period.

### **18.01.1 Call-in Procedures**

(a) Casual work shall be offered on the basis of master list seniority in the following order, assuming the employee has given prior notice of availability according to the established procedure:

1. Casuals from the primary depot list
2. Casuals from secondary depot list
3. Regular employees from the depot
4. Regular employees on the secondary depot list.

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

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

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

e) For the purposes of this article, a shift will be considered offered provided it is assigned within the casual employees stated availability. The Employer will not assign shifts outside of employee's stated availability unless agreed to by the employee.

### **18.01.2 One-Week blocks**

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

### **18.01.3 Daily Assignments**

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

### **18.01.4 Weekends**

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

### **18.01.5 Statutory Holidays**

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

### **18.01.6 Short Notice Call-ins**

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

### **18.01.7 Reporting for Work Assignments**

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

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## ARTICLE 19.00 TECHNOLOGY AND SERVICE

### 19.021 Technological Change

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

Technology Rights: The Employer may employ existing and new technology, including - but not limited to, video systems, GPS, mobile data terminals/computers in order to help ensure the safety of the driver, passengers, and the public – and compliance with all Federal, Provincial and local driving rules and regulations by both the driver and the motoring, cycling or pedestrian public. The Employer and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Employer facility, another employee while on duty, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology as evidence for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this collective agreement and is subject to the grievance procedure contained herein.

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

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

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

- ◆ Transfer to a current vacant position subject to the employee's ability and seniority, or

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- ◆ Be trained by the employer for any other vacant position covered by this Agreement.

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

### 19.01.5 Surveillance Cameras

Surveillance cameras and related equipment may be installed by the Employer to protect critical areas of the Employer's premises and property from theft and/or damage, and/or to enhance the safety of employees. Surveillance cameras and related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area. Recordings from said technology may be used as evidence for disciplinary purposes, if warranted.

### 19.02 Provisional Employees/Service

The Employer may hire provisional employees to complete bargaining unit work based on special operational needs. These instances will be minimized, and may include but are not limited to: short notice workload increases, unforeseen staff shortages, and one time, short term projects. Such provisional employees shall not have seniority nor shall they be required to become members of the union.

### 19.02 Contracting Out

Subject to article 19.05 below, the Employer agrees that it will not contract out the work of operating HandyDART vehicles to transport members of the public.

### 19.03 Supplemental Service

The Employer may utilize taxis, and other supplementary services, for relief, overflow, or emergency purposes.

## ARTICLE 20.00 DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

### 20.01 Written Complaints

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

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## 20.02 Employee Records

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

20.02.2 Any disciplinary documents on the employee's personnel file shall be removed after eighteen (18) months from the date of issue, except in cases where such documents are part of a safety related incident in the record. In the latter case, such documents shall be removed after twenty four (24) months.

20.02.3 Disciplinary documents given to employees will bear a note stating: "The parties agree that signatures indicate receipt of a document, but not necessarily agreement."

## 20.03 Disciplinary Meetings

Where an employee is requested to attend a meeting with the Employer in which discipline is contemplated, the Employer shall schedule a Shop Steward to be present in said meeting. The employee and shop steward will be paid for the time involved at the applicable rate. If the Employer does not intend to investigate the matter(s) further, the employee and the Union will be so advised as soon as possible. This clause shall not apply to those interviews that are of an operational nature and do not involve disciplinary action.

## 20.04 Progressive Discipline

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

Any violation of posted and/or written Employer rules, policies and/or procedures may, at the Employer's discretion, result in progressive disciplinary action. All facts will be considered when applying progressive discipline, including the severity of the offence. Disciplinary actions will be based on nature, severity and frequency of the offence(s). Certain violations of a serious nature may result in immediate termination of employment.

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## ARTICLE 21.00 MISCELLANEOUS PROVISIONS

### 21.01 Renewal of License

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

### 21.02 Uniforms

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

### 21.03 Employee Indemnity

The Employer shall indemnify and hold harmless all employee(s) from any civil actions, civil claims, and any damages, costs and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Employer, provided however that the employee(s) shall not be indemnified for:

- a) punitive or aggravated damages;
- b) the cost of legal representation arising from grievances under the collective agreement; or
- c) acts or omissions which did not arise in the normal course of their employment with the Employer; or
- d) acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- e) any legal costs which are not covered by Clause 21.04.

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### 21.04 Legal Representation

In situations covered by the indemnity set out in Clause 21.03, the Employer shall be responsible for all costs associated with the defense of any employee(s) in the following manner:

- a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub-Clause (b) below,
- b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause (c).
- d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- e) Where, in any action arising out of, or from the same or directly related incident, and there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause by requiring that one solicitor be retained to represent the interests of all those employees.
- f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any

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costs incurred by them prior to any employee(s) being notified of the conflict of interest.

- h) If, at any time, the Employer has reasonable grounds to believe that:
- i) the employee(s)' acts or omissions were not in the course of normal employment; or
  - ii) the employee(s) acted in bad faith; or
  - iii) the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence;

the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Article 21 shall be interpreted as limiting the Employer's right to discipline any employee under the terms and conditions of the Collective Agreement.

### 21.05 Driving and Safety Seminars

The Employer will pay for the course fees of any employees who are required to take the following external driving or safety seminars. The Employer will reimburse the employee for the course time at the employee's regular rate of pay. These training hours will not count for the purposes of overtime:

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

Or any other driving and safety seminars assigned by Management.

### 21.06 Mandatory Training

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

In such cases the employee's time will be paid at the applicable rate. If the course does not fall within the employee's normal working hours, attendance will be

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mandatory, provided that the employer ensures the employee's schedule is adjusted as required to maintain compliance with the Employment Standards Act (ESA).

### 21.07 Drivers Abstract

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

### 21.08 Shift Trades

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

### 21.09 Bus Passes

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

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

### 21.10 Copies of collective Agreement

Within ninety (90) days of ratification, the employer will post an electronic (PDF) copy of the signed collective agreement on its website.

### 21.11 Special Events

In case of special local, regional, national or international events such as, but not limited to, the Olympics, the Employer reserves the right to limit scheduled time off as contained in this collective agreement. Said limitation or "blackout" will be discussed with the Union as soon as practical upon learning of the special event and the special demands or service needs required by TransLink.

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### **ARTICLE 22.00 SAFE WORK PRACTICES**

#### **22.01 Safe Working Practices**

- 22.01.1 Both Parties recognize the importance of safe working practices as applied both to the clients of the service and to the employees. In order to foster safety, the Parties agree to the following:
- 22.01.2 An employee shall not be required to drive a vehicle that is unsafe. Employees must follow the procedures laid down by the Employer for reporting vehicles in need of maintenance.
- 22.01.3 An employee who has reported an unsafe vehicle shall not lose pay for time not worked due to the vehicle being repaired.
- 22.01.4 The final determination of whether a vehicle is safe rests with a journeyman certified mechanic.

### **ARTICLE 23.00 MAINTENANCE WORK DAYS, HOURS AND SHIFTS**

#### **23.01 Maintenance Working Days, Hours and Shifts**

##### **23.01 Minimum Hours**

All regular full-time maintenance employees who report to work as scheduled shall be paid a minimum of eight (8) hours per shift, and forty (40) hours over five (5) consecutive days per week or a minimum of ten (10) hours per shift, and forty (40) hours over four (4) consecutive days per week.

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

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

### **ARTICLE 24.00 MAINTENANCE SHIFT SIGN UP**

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

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

24.02 For Relief shifts the following rules apply:

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(i) When a maintenance employee works a relief shift the regular working day rules and rates of the shift being covered shall apply.

(ii) At the discretion of the Maintenance Manager, relief assignments will be responsible for covering unmanned shifts due to sick leave, vacation leave, and training leave.

(iii) Where-any of the above coverage is required it will be offered according to seniority and required qualifications starting with the most senior qualified employee. In the event the shift is not filled after exhausting the seniority list, it will be assigned to the least senior employee with the required qualifications.

(iv) Employees will not be required to work more than six (6) consecutive days without a day off.

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

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

### **ARTICLE 25.00 MAINTENANCE OVERTIME**

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

### **ARTICLE 26.00 MECHANIC PROGRESSIONS**

26.01 A Trade Qualification in Commercial Transport certification is recommended but not required for all mechanics hired.  
Mechanic "A" is a journeyman certified mechanic with a minimum of three (3) years experience as a journeyman.  
Mechanic "B" is a journeyman certified mechanic with less than three (3) years experience as a journeyman.  
Mechanic "C" is an apprentice.

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

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

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

### ARTICLE 26.00 MAINTENANCE SHIFT DIFFERENTIAL

27.01 Shift differential of One Dollar (\$1.00) per hour shall be paid to Maintenance staff in accordance with 27.02. The shift differential shall be paid for the regular hours of the shift and includes the shift hours worked by replacement personnel, but will not be paid to overtime hours attached to the shift.

27.02 Shift differential is to be paid to full shifts that both commence and finish during the hours of 2000 and 0800.

### ARTICLE 28.00 MAINTENANCE LEADHAND

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

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

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

#### 28.02 Leadhand Coverage

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

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### ARTICLE 29.00 MAINTENANCE PROTECTIVE CLOTHING AND EQUIPMENT

- (a) The Employer shall supply, maintain and clean at least ten (10) pairs of coveralls per two (2) week period per employee to all Maintenance personnel. Additional coveralls shall be supplied during the week as required to provide proper protection for the employee's clothing.
- (b) Rainwear shall be supplied for all maintenance personnel as needed.
- (c) When safety shoes are required on the job and with prior approval by the Maintenance Manager, the Employer will pay up to Two Hundred Dollars (\$200) per twelve (12) month period towards the cost of safety shoes or steel toed rubber boots purchased by employees in the classification of Mechanic or where required by the Workers' Compensation Board, and the shoes are approved as suitable for the work to be done. Proof of purchase to be submitted to the Maintenance Manager for reimbursement.
- (d) Protective equipment will be supplied by the Employer to maintenance employees as required under Work Safe BC Regulations.

### ARTICLE 30.00 MAINTENANCE TOOL ALLOWANCE

As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance \$500.00 annually. The Tool Allowance will be paid on the employee's payroll cheques on the yearly anniversary of their hire date.

### ARTICLE 31.00 MAINTENANCE CVI RENEWAL FEE

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

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## APPENDIX A WAGE SCALE

PLEASE SEE ATTACHED

### Training Rates

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

**Trainee:** As outlined in above Appendix A Wage Scale.

The trainee rates are applicable during any period an employee is not engaged in revenue service. The following list is non-exhaustive and intended to offer examples or when trainee rates apply: newly hired employees, during qualifying periods until the employee can work independently and perform revenue service, safety meetings, remedial reviews, etc.

### DRIVER AND OFFICE EMPLOYEES PREMIUMS

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

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

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## APPENDIX B BENEFIT RATE SCALE

PLEASE SEE ATTACHED

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

Signed Sealed and Delivered  
on behalf of  
MVT CANADIAN BUS

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

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Date: \_\_\_\_\_