

# MEMORANDUM OF SETTLEMENT

Between

**FIRST TRANSIT CANADA INC.  
“Employer”**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 561  
“Union”**

**(Together called the “Parties”)**

*Errors and Omissions Excepted*

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By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement containing the recommendations of special mediator Vince Ready, with the appended signed tentative agreements, to their respective principals. The recommendations and appended signed tentative agreements are the only amendments to the April 1, 2017 to March 31, 2020 Collective Agreement (hereinafter called the “Current Collective Agreement”).

## **Provisions of the Current Collective Agreement Remain in Effect**

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

## **Amendments and Alterations Agreed to**

All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the “Renewal Collective Agreement”. Any bargaining proposals not contained in this Memorandum of Settlement are considered withdrawn on a without prejudice basis.

## **Term of Agreement**

Term effective April 1, 2020 to March 31, 2026.

## Rates of Pay, Wage Increases in All Classifications and Market Adjustments

<b>RATE TABLE</b>	<b>2020*</b>	<b>2021*</b>	<b>2022 (85%)**</b>	<b>2023 (90%)**</b>	<b>2024</b>	<b>2025</b>
Conventional Driver	\$27.93	\$28.49	\$29.35	\$33.18	95% of 2024 wage rate based on the 5 <sup>th</sup> year recognition rate for Conventional Driver in BC Transit and Unifor L333BC (Victoria) once cost of living adjustment is applied	100% of 2025 wage rate based on the 5 <sup>th</sup> year recognition rate for Conventional Driver in BC Transit and Unifor L333BC (Victoria)
Community Driver	\$23.38	\$23.84	\$24.56	\$33.18		
Custom Driver	\$23.56	\$24.03	\$24.75	\$33.18	95% of 2024 wage rate based on the 5 <sup>th</sup> year recognition rate for Service Person in BC Transit and Unifor L333BC (Victoria) once cost of living adjustment is applied	100% of 2025 wage rate based on the 5 <sup>th</sup> year recognition rate for Service Person in BC Transit and Unifor L333BC (Victoria)
Service Person	\$23.56	\$24.03	\$26.23	\$29.65		

\*For 2020 and 2021 – wage increases are 1.5% and 2%

\*\*Percentages indicated in rate table above are based on the wage rates from Whistler Transit Ltd., Diversified Transportation Ltd. (Whistler and Squamish) and BC Transit and Unifor L333BC Canada (Victoria) collective agreements

<b>RATE TABLE</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023*</b>	<b>2024**</b>	<b>2025***</b>
Mechanic	\$41.67	\$42.50	\$43.77	\$49.07	\$52.05	\$52.83-\$53.87

\*At ratification. Calculated at 6.75% plus 5% market adjustment as was applied in BC Transit and Unifor L333BC Canada (Victoria) collective agreement

\*\*Calculated as 3.5% plus \$.075 plus the 1% market adjustment as applied in BC Transit and Unifor L333BC Canada (Victoria) collective agreement

\*\*\*Calculated as a cost-of-living adjustment, as follows – in the consumer price index (CPI) year, being the wage increase taking effect April 1, 2025: when the CPI numbers are released for March 2025 in BC, the CPI wage increase shall be calculated and applied to determine the increase that is scheduled for April 1, 2025. Using monthly reports for the preceding twelve-month period (April-March), the CPI wage increase shall be determined by averaging the monthly year-over-year CPI

percentage change, all items – not seasonally adjusted – as reported by Statistics Canada with a minimum total annual increase of 1.5% and a maximum total annual increase of 3.5%.

### **Retroactivity**

Agreed formula as set out in Vince Ready's Special Mediator Recommendations at page 12 be paid to all current employees employed at the commencement of the labour dispute and to employees who retired during the term of the Current Collective Agreement.

### **Pension**

The Parties agree to the implementation of the CAAT Pension Plan effective April 1, 2024 with joint participation of employees and that the contribution rate be 3.5% jointly funded and that the contribution rate be increased to 5% on April 1, 2025 jointly funded.

For the period beginning April 1, 2023, the RRSP provisions of the Current Collective Agreement shall remain in effect until April 1, 2024.

In the event the parties encounter any difficulties or differences in implementing the pension plan recommended above, Vince Ready or another arbitrator agreed to by the parties, shall retain the necessary jurisdiction as a mediator/arbitrator to assist the parties in resolving any issues, first by mediation and, if necessary, by issuing a final and binding decision.

### **Post Trip Inspection**

The Parties agree to have further discussions related to the post trip inspection grievance and if the Parties do not reach a resolution, they agree the matter will be advanced through the grievance and arbitration procedure per the Renewal Collective Agreement.

### **Labour Board Complaint**


The Parties agree to withdrawing the unfair labour practice matter.

### **Agreed to Items**

All items previously agreed between the Parties and agreements reached during the special mediation process be incorporated into the Renewal Collective Agreement. Those items are attached as below.

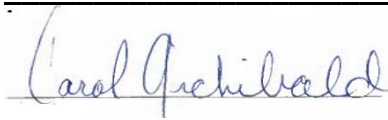
Agreed to this 20 day of JULY 2023.

FOR THE EMPLOYER:



FOR CUPE LOCAL 561



  
Carol Archibald



  
A. Lopp



LO/mlp  
COPE\*491

**AGREED ARTICLES FOR SPECIAL MEDIATION  
FIRST TRANSIT CANADA INC. AND CUPE, LOCAL 561  
JUNE 16, 2023**

This document is provided at the request of Vince Ready, special mediator appointed under Section 76 of the Labour Relations Code of British Columbia. This submission is not binding on either party. This submission is provided without prejudice to any position that either party may have with regard to the interpretation of any article of the most recent Collective Agreement, or to any current or past grievances. The below language may be agreed to pending mutual agreement on the outstanding bargaining issues.

Housekeeping to continue, including not but limited to:

- “mechanics and utility” becomes “maintenance employees”
- “Utility/bus washer” becomes “serviceperson”

**ARTICLE 4: DEFINITIONS**

**a) Definition of Employee**

Employee shall mean a person who is an employee as defined by the Labour Relations Code and must be a member in good standing of Local 561.

**b) Gender**

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

**c) Probationary Employee**

- Each employee shall be on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Company.

Drivers, following the completion of the in house training and route training period, which shall not exceed **five (5)** ~~four (4)~~ weeks, shall be placed on a probationary appointment for four hundred and eighty (480) hours of actual work from the effective date of appointment by the Company. **Where an extension of the training period is required the Employer shall request such extension from the union, and the Union’s consent shall not be unreasonably withheld.**

- The probationary period may be extended a further period not exceeding four hundred and eighty (480) hours of actual work hours for cause and in such event the employee and the Union shall be notified in writing of such extension. The four hundred and eighty ( 480) hours as set out in C (i) above may be exceeded where an employee transfers during their probationary period in which case the employee shall serve a minimum probation period

of three hundred (300) hours in the new "classification".

- It is agreed and understood that during an employee's probationary period, his or her transfer, layoff or dismissal shall be entirely at the discretion of the Company and shall be subject to appeal through the grievance procedure.
- **At the end of the four hundred and eighty (480) hour probationary period the Employee has to be fully trained. If the Employee is not fully trained after the four hundred and eight (480) hours, he/she will not be allowed any further shifts until fully trained and qualified.**

d) **Full time Employee**

**A full time Employee is an employee who:**

- **For Driving Employees, signs for work by selecting an available index of up to forty (40) hours per week and is guaranteed at least thirty-five (35) hours pay per week.**
- **For Maintenance Employees, signs for work by selecting an available shift of forty (40) hours per week;**
- **For both drivers and maintenance employees, receives the full time entitlements of this collective agreement, including but not limited to benefits, vacation, and retirement planning.**

e) **Relief Pool Driver**

**A Relief Pool Driver shall be defined as a Driver who cannot sign a posted index (shift) and receives second priority for work after Full time Employees and before Casual Employees.**

**Relief Pool Drivers shall perform conventional, community, and custom driving in both Abbotsford and Chilliwack.**

f) **Casual Employee**

**Casual Employee shall mean all other Employees who are offered straight time hours of work after Full time Employees and, in the case of drivers, after Relief Pool Drivers.**

**Casual driver employees shall perform conventional, community, and custom driving in both Abbotsford and Chilliwack.**

g) **Maintenance Employees**

**Maintenance employees shall include mechanics and servicepeople.**

**h) Driving Employees**

**Driving Employees shall include Conventional/Community Drivers, and Custom Drivers.**

**~~i) Regular Full Time Conventional/Community Driver~~**

~~A Regular Full Time Conventional/Community Driver shall be defined as an employee who has successfully completed the prescribed period of probation and who can sign a posted index (shift) of thirty five (35) hours to forty one (41) hours a week at a regular rate of pay. This does not include vacated shifts due to the full time Employees approved absence.~~

**j) Regular Full Time Custom Driver Custom Service**

~~A regular Full Time Custom Driver shall be defined as an Employee who has successfully completed the prescribed period of probation, who can sign a posted index (shift) as set out in Article 14(a) and who provides Custom Service is door to door public transportation service for individuals who require assistance and cannot use conventional transit as defined by BC Transit.~~

**~~g) Regular Spare Board Employee~~**

~~Spareboard Employee shall mean an employee who has successfully completed the prescribed period of probation, who has been signed off on all route familiarization and associated work, who is employed on less than a full time basis and due to insufficient operating hours, and who cannot sign an index (shift) of thirty five (35) hours or more. Spareboard Employees shall be offered hours composed of Conventional/Community and/or Custom hours which may be re-allocated (see Section 14) on a rotating seniority basis.~~

~~Regular Spareboard Drivers shall be available up to seven (7) days per week. Hours may be topped up to forty one (41) hours after all Spareboard and Casuals Drivers have been assigned work for the week. Regular Spareboard Drivers will call into scheduling at their posted appointed time (Fifteen (15) minute time slot). A Spareboard Driver who will be unable to call at the allotted time must make alternate arrangements and provide a substitute call in time with scheduling or be rotated to the bottom of the list.~~

~~Spareboard Drivers will select work up to a total of thirty five (35) hours based on the rotation. They may be topped up to forty (40) hours after all Spareboard and casuals have been assigned hours.~~

~~Failure to call in will result in the Spareboard Driver being moved to the bottom of rotation for the current week. This Spareboard Driver will be assigned work after all other Spareboard Drivers.~~

~~Effective April 1, 2019, the Company agrees to include the five (5) senior spareboard positions under the provisions of Articles 16(b), 24, 25 and 46.~~

## **k) Driver Trainers**

### **(i) Driver Trainer - In House**

A temporary position required to provide classroom, operational training for drivers and may make recommendation through regular performance checks, evaluation of drivers, and remedial training.

### **(ii) Driver Trainer - Orientation**

Is a temporary position required to provide on the bus and in-service route orientation.

(iii) Selection shall be based on knowledge, skills and abilities with seniority being the determining factor if two applicants are equal.

The Company **Employer** is committed to assist interested drivers in obtaining the skills and abilities to become Driver Trainers. If they choose not to, Drivers do not have to provide on route Driver Training or Orientation.

## **~~i) Casual Employee~~**

~~Casual employee shall mean all other Employees of the Company who are offered hours of work after Regular Full Time Employees and Regular Spare Board Employees. At the end of the four hundred and eighty (480) hour probationary period the Casual has to be fully trained. If the Employee is not fully trained after the four hundred and eight (480) hours, he/she will not be allowed any further shifts until fully trained and qualified.~~

## **l) Day and Year**

"Day" shall mean "Working Day"

**"Week" shall mean "Sunday to Saturday"**

"Year" shall mean "Calendar Year"

## **m) Community Busing**

Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats. If an upgrade of Employee's licensing is required to operate a community bus the expense will be paid by the Employer.



## ARTICLE 9: SIGN UP AND POSTING PROCEDURES

### a) Full Time Conventional/Community Driver & Regular Full Time Custom Driver Positions Sign Up

~~It is agreed that any new or permanent vacancy of a Full Time Conventional/Community Driver or any Regular Full Time Custom Driver position shall initiate a new sign up. Notice of the sign up for the classification will be posted in the Company Offices (Abbotsford and Chilliwack) for a period of seven (7) days before the sign up.~~

~~For the purpose of signing, it is understood that an Employee transferring from one location to another maintains his or her their bargaining unit wide seniority however is considered to have transferred to the bottom of the Full Time Seniority List at that new location.~~

~~In the event that a permanent vacancy exists it shall be posted.~~

~~If a driver is going to be absent during the sign up for shifts, Annual Leave, Sick Leave or any other Leave, that drivers must leave their his or her choice of work in writing with the Employer. If this is not done, a shift will be assigned by the Employer that is as close as possible to the shift that was previously signed by the driver.~~

~~Any full time driver on leave (medical or personal) for a period in excess of one (1) year shall, FOR THE PURPOSES OF SIGN UP ONLY, be moved to the bottom of the full time seniority list until a documented return date can be provided. If this return date is known prior to a sign up, the driver's name will be returned to their original seniority position for the sign up process.~~

~~Should the date be provided and occur during a sign up, the Company will conduct a sign up from the returning driver's seniority position.~~

### a) **Mechanics and Utility Employees Maintenance Postings**

It is agreed that any new or permanent vacancy of a Mechanic or Utility serviceperson position shall initiate a new SHOP SHIFT sign up. Notice of the sign up will be posted in the Employer Company Offices (Abbotsford and Chilliwack) for a period of seven (7) days before the sign up.

Such notices shall contain a description of the main duties, the qualifications and wage rate.

### b) **Driver Postings**

It is agreed that any new or permanent vacancy of a Full-time Conventional/Community Driver or regular Full Time Custom Driver **Full time Driver** shall initiate a new sign up **shall be posted within seventy-two (72) hours**. Notice of sign up for classification will be posted in the Company Offices. Postings shall remain on the company board (Abbotsford and Chilliwack) in the staff room for a period of seven (7) days for a period of seven (7) days before the sign up.

In the event that a permanent **Full time** vacancy exists, it shall be posted.

For the purpose of **posting** signing, it is understood that an Employee transferring from one Location to another maintains his or her **their** bargaining unit wide seniority however the Employee shall be transferred to the bottom of the Full Time Seniority List at that new location.

~~The Union shall be advised in writing of the name(s) of the successful applicant(s) to any new or vacant positions.~~

The **Employer** Company shall also advise Employee applicants for a job vacancy of the name of the successful applicant.

- 1) **Where the Employer is posting a new position or vacancy, it shall be posted within seventy-two (72) hours. In the event that a weekend or holiday falls within the seventy-two (72) hours, the Company shall post the position on the next business day.**
- 2) **After the posting closes, the Employer shall offer the position to the successful applicant within forty-eight (48) hours. In the event that the position is required to be offered during a weekend, the Company shall offer the position on the next business day.**
- 3) Upon being offered a posted position an employee shall have twenty-four (24) hours in which to accept or reject the offer. **If an employee rejects the offer, the Company shall offer the position to the next successful applicant prior to the end of the next business day (Monday to Friday).**
- 4) In making application for a posted position which requires certification/documentation, Employees should attach the certification/documentation to the application. In the event the Employee does not have possession of the certification/documentation they must produce the certification/documentation to the **Employer** Company within forty-eight (48) hours of being offered the position applied for except in exceptional circumstances.
- 5) The Union shall be advised in writing of the name(s) of the successful applicants to any new or vacant positions within three (3) days of his/her official appointment to the position.
- 6) The Company shall also advise/~~post~~ **Employee** ~~the other~~ applicants ~~for a job vacancy~~ of the name of the successful applicant.
- 7) First preference for posted positions shall go to current Full time Employees
- 8) Second preference shall go to current Spareboard **Relief Pool** employees with seniority.
- 9) **Third preference shall go to Casual Employees.**
- 10) ~~Qualified regular Employees and qualified casual Employees with sign up rights shall not have to compete with outside applicants. Casual Employees who have not attained sign up rights may apply for posted positions and will be considered as outside applicants.~~
- 11) No outside applicants will be interviewed until applications from current Employees with bidding rights have been processed.
- 12) **The employee shall be placed into the position effective the Sunday**

**following their acceptance of the offer, so long as they accept the offer by no later than 12:00pm on Friday. The employee is deemed full time on the day they are placed into the position.**

**c) Runs Committees**

- 1) Both Abbotsford and Chilliwack will have separate Runs Committees. Each committee will include a maximum of three (3) Union members elected or appointed by the Union.
- 2) The Company will provide a minimum of eight (8) hours of paid training for each committee member. As part of the training the Company will provide the service requirements (blocking).
- 3) The committee will meet quarterly to review any service issues arising within the area. If a new Run-Cut is necessary, the committee will review the changes required. Two (2) members from the Runs Committee (one (1) from Abbotsford and one (1) from Chilliwack) will fully participate in the creation of the final Run-Cut taking into consideration service levels and the work/life balance of drivers. The Company will give due consideration to the committee's input in the creation of the Run-Cut.
- 4) It is understood that the final content of the sign-up is at the discretion of the Company.
- 5) The Company will provide twelve (12) hours pay, as designated by the Union, per sign-up.
- 6) The Company will provide the Union reasonable notice of any changes made to the indexes ~~paddles~~ (work assignments).
- 7) **The Employer agrees to provide the Runs Committee with the paddles and indexes as soon as possible.**

**ARTICLE 14: HOURS OF WORK**

...

**b) Conventional/Community Drivers**

**An index of B** between thirty five (35) hours and forty **(40)** ~~one (41)~~ hours each week constitutes a normal **full-time** work week.

**i) Rostering guidelines for full time indexes**

**In rostering weekly indexes, the Employer shall prioritize creating full time work along with the following bargaining unit preferences for work construction:**

- 1) **Creating indexes with similar work, day over day, with regard to start and end time, and work location;**

- 2) Notwithstanding the requirements of Article 14 (ii), indexes shall consist of 2 consecutive days off wherever possible;
- 3) Straight shifts (non-compressed); and
- 4) Reduction of split time.

**Rostering guidelines do not displace Employer's ability to index**

**All of the above priorities are subject to the Employer's requirement to index all, or almost all, of the available work. The Parties agree to continue to consult regarding construction of work priorities, with any alterations to the above made by mutual agreement in writing.**

(ii) Compressed Work Week

The company shall cut the work week to maximize the number of ten (10) hour shifts. Notwithstanding this, the minimum number of ten (10) hour positions **of straight work with early start times and three consecutive days off** shall be eleven (11) positions in Abbotsford and six (6) positions in Chilliwack subject to a reduction of service designated by BC Transit.

Abbotsford shall have a minimum of an additional twenty-one (21) compressed work week positions of thirty-five (35) to forty-one (41) ~~(40)~~ hours per week. For the purpose of 14 (b)(ii) only "10 hour shifts" is deemed to include shifts of ten (10) or more hours in duration.

~~(ii)~~ Subject to expansion of service, the parties will review the options of adding additional compressed work week shifts, a reasonable time before implementation.

...

v) Choosing of Work (Conventional/Community Operators and Custom Drivers)

All regular runs operated by the Company will be posted for sign up at least four (4) whole weeks prior to the start date, sign up, provided that the trip information has been received from BC Transit. Otherwise run sign up sheets will be posted as soon as possible. Full time employees shall have first priority in order of seniority.

Regular assignments start the first full week of January, April, July and September of each year. Should a vacancy occur, or a change

in existing runs, ~~or a new assignment~~ comes up for sign up, a complete new sign up will be posted and signed for as above. The senior Employees are to sign up as soon as possible in order that the junior Employees will have time to view the remaining work.

**If a driver is going to be absent during the sign up for shifts, Annual Leave, Sick Leave, or any other Leave, that drivers must leave his or her their choice of work in writing with the Employer. If this is not done, a shift will be assigned by the employer that is as close as possible to the shift that was previously signed by the driver.**

**Any full time driver on leave (medical or personal) for a period in excess of one (1) year shall, FOR THE PURPOSE OF SIGN UP ONLY, be moved to the bottom of the full time seniority list until a documented return date can be provided. If this return date is known prior to sign up, the driver's name will be returned to their original seniority position for the sign up process.**

**Should the return date be provided and occur during a sign-up, the Employer will conduct a sign up from the returning driver seniority position.**

vi) Travel Time (Dead Heading)

~~Travel time will be paid for at straight time rates and the~~ The allotment of **travel** time will vary from route to route, but will include time from the garage to the scheduled route starting location and from the ending location to the garage. ~~unless Article 14(e) applies.~~

The Employer agrees to pay a maximum of ~~twenty five (25)~~ **thirty five (35)** minutes dead head pay at straight time once a day for the first Harrison to Chilliwack run.

vii) While ~~an employee member~~ **an employee** is on holidays they are not eligible for any shifts.

~~Special events will be offered to drivers by seniority at regular straight time rates with the applicable premiums as per the Collective Agreement.~~

**c) Changes**

Once the Call Out Sheet for **the Relief Pool** Spareboard is closed, by six (6) pm Friday, in the event an Employee who has been assigned a shift is subsequently reallocated a shift with a lower rate of pay, the Employee shall be paid at the higher rate of pay for the work performed.

**d) Minimum Hours of Work**

All Employees who are called in to work and where there is no work

available will be paid a minimum of two (2) hours.

Every Full Time Employee who is called out and is required to work outside his **their** regular working hours shall be **paid overtime, at the applicable rate, for such hours worked**. ~~calculated at time and one-half (1.5) per hour.~~

An Employee starting work shall be paid at the minimum the shift or portion of shift he /she was called in for, subject to the two (2) hour minimum.

e) **Overtime**

All overtime shall be on a voluntary basis and shall be rotated at each work location between such Employees. Overtime shall be kept to a minimum. The **Employer** Company will post on a bi-weekly basis a list of overtime worked by classification. The parties agree to develop and provide an Overtime Procedure.

(i) **Overtime Rates - Normal Scheduled Full Time Work Day and ~~Work Week~~**

All time worked beyond the normal **scheduled** full time work day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime will be paid for at the rate of time and one-half for the first two (2) hours, and double time after two (2) hours in any one (1) day or shift., ~~Sunday to Saturday.~~

(ii) **Overtime Rates - Casual Employees Work Day**

**Casual employees working to fill a Full Time Employee's shift, on any given day, shall be entitled to overtime on the same terms as the full-time employee for that shift.**

**Casual employees not working to fill a full-time employee's shift shall be entitled to Overtime at a rate of time and a half (150%) for the first two (2) hours after eight (8) hours worked and double time (200%) for all hours worked in excess of ten (10) hours in any one (1) day.**

(iii) **Overtime Rates - Rest Days and Vacations**

The Employee working on **any** either of his **their** normally scheduled rest day ~~immediately following his normally scheduled rest day immediately following his normal work week~~ shall be paid at the rate of **at least** time and one-half for all work performed by him on those days. ~~All Employees who have worked the hours for the week for their classification shall be paid time and one-half for continuation of work beyond those hours on the last day of the week.~~ **In any case, employees shall have at least one (1) rest day per week.**

**(iv) Weekly Overtime**

**An employee working more than forty (40) hours per week shall be paid at a rate of time and one half (150%) for all hours worked in excess of forty (40) hours.**

**(iii) (v) Overtime Rates - Statutory Holidays**

An Employee who works a statutory holiday shall be paid time and one half for all hours worked up to eleven (11) hours and double time for all hours worked in excess of eleven (11) hours. The employee who works on the Statutory Holiday may bank the Statutory Holiday pay (provided they are entitled to the Statutory Holiday pay) and may take the day off at a mutually agreeable time within the calendar year.

**(iv) (vi) New Years Eve**

All work on New Years Eve after normally scheduled service ends shall be at ~~D~~double ~~T~~time **(200%)** with a minimum payment of four (4) hours.

**f) The Employer will make every effort to keep shifts whole and will only break up shifts when necessary for service coverage.**

**f) g) Meal Periods and Rest Breaks - Non Driving Employees**

1) Meal Periods

Employees who work more than five (5) **consecutive** hours shall be entitled to an unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.

2) Rest Breaks - Non Driving Employees

- (i) Each full-time ~~permanent~~ employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.
- (ii) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work

**ARTICLE 15: ANNUAL VACATION FOR FULL TIME AND SPAREBOARD EMPLOYEES AND RELIEF POOL DRIVERS**

**a) All Full time Employees and Relief Pool Drivers**

All permanent **full-time** employees **and Relief Pool Drivers** covered by this Agreement shall receive an annual vacation with pay on the following basis: (~~for the purpose of this Section, a calendar year shall be January 1st to December 31st, inclusive~~)

During	1st	1 day per/mo. max	4
year		Maximum 10 days	%
After	1st	3 weeks	6
year			%
After	2nd	3 weeks	6
year			%
After	3rd	3 weeks	6
Year			%
After	4th	3 weeks	6
year			%
After	5th	3 weeks	6
year			%
After	6th	3 weeks	6
year			%
After	7th	4 weeks	8
year			%
After	8th	4 weeks	8
year			%
After	9th	4 weeks	8
year			%
After	10th	4 weeks	8
year			%
After	11th	4 weeks	8
year			%
After	12th	4 weeks	8
year			%
After	13th	5 weeks	1
year			0
			%

**For the purposes of this Article, a calendar year shall be January 1st to December 31st, inclusive.**

Add one day for each year of service after eighteen years to a maximum of 12% of gross wages.

Vacation pay shall be based on the percentage of gross earnings during the year preceding the first pay of the year, excluding taxable benefits and vacation pay.



## **15.2 Spareboard Employees – In Lieu of Vacation**

~~Spareboard Employees, calculated from the date of hire, shall receive four percent (4%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques. On completion of five (5) years from the date of hire these Spareboard Employees shall receive six percent (6%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques. On completion of seven (7) years from the date of hire these Spareboard Employees shall receive eight percent (8%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques.~~

### **b) Relief Pool Drivers**

**At the end of each calendar year, if the vacation pay paid to a Relief Pool Driver exceeds their accrual, then the shortfall shall be rolled over and will be deducted from the accrual the following year.**

### **c) Casual Employees - In Lieu of Vacation**

**Casual employees shall receive vacation pay at a rate of 4% until they have been employed with the Employer for five (5) years, and 6% thereafter.** Existing Casual Employees currently receiving six percent (6%) or eight percent (8%) in addition to their regular gross wages in lieu of vacation pay on their pay cheques shall continue to receive six percent (6%) or eight percent (8%).

### **d) Concurrent Vacation Time**

~~A maximum minimum of six (6) full time Conventional/Community Drivers in Abbotsford shall be allowed vacation at the same time.~~

~~A maximum minimum of two (2) full time Custom Drivers in Abbotsford Central Fraser Valley shall be allowed vacation at the same time.~~

~~A maximum minimum of two (2) three (3) full time Conventional / Community bus drivers in Chilliwack shall be allowed vacation at the same time. ~~⊖~~ **A minimum of one (1) full time** Custom bus driver in Chilliwack shall be allowed vacation at any given time.~~

~~The Chilliwack Conventional allotment will be three (3) operators provided service levels remain at or above November 2013 levels. Should service be reduced below November 2013 levels, allotment will revert to two (2) operators.~~

~~**One mechanic from each of Abbotsford and Chilliwack may take vacation at once.** Two (2) Central Fraser Valley / Chilliwack Mechanics shall be allowed vacation at any one time. Should the Chilliwack vacation slot be unfilled, then Abbotsford will be allowed **one additional mechanic** two (2) mechanics off on vacation provided one (1) is an a.m. shift and one (1) is a p.m. shift.~~

~~**A minimum of** Only one (1) Utility Worker **serviceperson** shall be allowed vacation **in each of Abbotsford and Chilliwack** at any one time.~~

~~Notwithstanding the maximums above, at the Employer's discretion additional vacation may be allowed upon application. **Based on an annual review prior to**~~

**vacation sign up, the Employer shall increase weekly available vacation slots as operational requirements permit.**

The above limitation shall be waived for Custom drivers subject to operational requirements between the week including December 20th and the week including January 2nd the following year.

~~Spareboard Drivers requesting a Leave of Absence shall receive priority subject to Spareboard seniority in the granting of such leave for a maximum of fifteen (15) days a year.~~

e) **Banking Vacation**

**Full time and Relief Pool employees shall be permitted to bank unused vacation provided they request to bank vacation by December 1 each year and the Employer approves such request. Vacation banking requests shall not be unreasonably denied. Unused vacation that has not been banked will be paid out. Employees can not bank more vacation than they have earned by the end of the calendar year.**

**ARTICLE 15: STATUTORY HOLIDAYS**

...  
b)

All ~~permanent~~ **full time** Employees shall receive an **average** full day's wages, **calculated as prescribed by the Employment Standards Act of British Columbia**, (~~MAXIMUM 8 HOURS~~) for any of the above-mentioned holidays. An exception is that ~~permanent~~ **full-time** employees scheduled to work the day of the Statutory Holiday, but not required to work, shall receive Statutory Holiday pay equal to the normal work hours for that scheduled day.

**Relief Pool** Spareboard and casual Employees shall receive statutory holiday pay as per **the** *Employment Standards Act* of British Columbia.

**ARTICLE 24: SICK LEAVE PROGRAM**

All full time Employees shall be credited with seventy two (72) hours sick leave January 1st of each calendar year less any monies owed due to proration in the previous year. The ~~Company~~ **Employer** agrees to pay the unused balance of the sick pay at the end of the calendar year as follows:

1. an Employee may carry all unused sick leave to subsequent years or
2. in January of each year may request in writing any portion of accrued sick time to be paid out.

An Employee who has lost time due to an unpaid leave of absence which cumulatively exceeds twenty (20) working days in a year shall have their sick pay entitlement pro-rated.

Employees will be paid sick pay at the end of the year for unused sick pay entitlement. Any unused portion can be banked by advising the ~~Company~~ **Employer** in writing before December 31st. Banking of sick pay will be allowed for sickness only.

If an Employee terminates before the end of the calendar year, the Employer shall recover any overpayment of sick leave. Such overpayment shall be recovered from vacation credits, severance pay, vacation deferment and/ or from the Employee's final pay.

Upon presentation of a receipt, employees will be reimbursed for the expense for doctor's notes requested by the Company.

**Notwithstanding the above Sick Leave Program, any employee may qualify to receive illness or Injury Leave as outlined in the Employment Standards Act of British Columbia.**

#### **ARTICLE 27: ERRORS IN PAY**

The Company will correct any errors in excess of fifty dollars (\$50.00) immediately with **direct deposit** ~~issue of a manual cheque to~~ **the** employee at time **the** error is brought to the Company's attention, within ~~two (2)~~ **three (3)** business days.

#### **ARTICLE 28 : CLASSIFICATIONS AND QUALIFICATIONS ~~Classification Changes~~**

Classifications and Qualifications shall be as follows:

- 1) Conventional/Community Bus Driver
  - a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement
  - b) Fully trained on the use of on-board safety and passenger restraint equipment and operation of each model of BCT buses
  - c) Thorough knowledge of the Conventional and Community Bus routes serviced
  - d) Successful completion of safety and operational policies and regulations training.

2) Custom Bus Driver

- a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement
- b) Fully trained in the operation of Custom buses, including all safety and ability assisting equipment and procedures.
- c) Demonstrated ability to deal effectively with Custom clients.
- d) Ability to complete manifests, collect & reconcile tariffs
- e) Successful completion of safety and operational policies and regulations training.

3) Journeyman Mechanic

- a) Current heavy duty, automotive or commercial transport journeyman certification.
- b) Class 5 (BC) Drivers Licence with air brake endorsement
- c) CVIP inspection certificate
- d) Air conditioning maintenance certification
- e) Successful completion of safety and operational policies and regulations training
- f) Successful completion of WHMS training

4) **Serviceperson**

- a) **Class 5 (BC) Drivers Licence with air brake endorsement**
- b) **Fully trained on the use of on board equipment and operation of each model of Conventional and Custom buses**
- c) **Knowledgeable of cleaning procedures for equipment**
- d) **Successful completion of training regarding safety, WHMIS, and operational policies and regulations**

~~Bus Washers— Inside/Outside Washers:~~

- ~~a) Class 5 (BC) Drivers Licence with air brake endorsement~~
- ~~b) Fully trained on the use of on-board equipment and operation of each model of Conventional and Custom buses~~
- ~~c) Knowledgeable in cleaning procedures of equipment~~
- ~~d) Successful completion of safety and operational policies and regulations training~~
- ~~e) Successful completion of WHMS training~~

~~Utility Person~~

- ~~a) Class 2 (BC) Drivers Licence with air brake endorsement~~
- ~~b) Fully trained on the use of on-board equipment and operation of each model of our Conventional and Custom buses~~
- ~~c) Thorough knowledgeable of all routes serviced.~~
- ~~d) Successful completion of WHMS training~~

~~Spareboard Drivers:~~

- ~~a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement~~
- ~~b) Fully trained in the operation of the Conventional, Community and Custom buses including all safety and ability assisting equipment and procedures.~~

- ~~e) Thorough knowledge of all routes serviced in the Central Fraser Valley (CFV), Chilliwack, and Agassiz-Harrison.~~
- ~~d) Demonstrated ability to deal effectively with Custom clients.~~
- ~~e) Ability to complete manifests, collect & reconcile tariffs~~
- ~~f) Minimum four hundred and eighty (480) hours of Conventional/Community and Custom service.~~
- ~~g) Signed off on all routes and services in CFV, Chilliwack and Agassiz-Harrison.~~

#### Spareboard Utility Persons

- ~~a) Minimum Class 2 (BC) Drivers Licence with air brake endorsement~~
- ~~b) Fully trained on the use and maintenance of on-board equipment and operations of each model of our Conventional and Custom buses.~~
- ~~c) Thorough knowledge of all routes serviced.~~

#### 5) Grandparenting

- a) The ~~five~~ **one** drivers previously grandparented, who currently have **has** their "Class 4 licence" and do does not possess a "Class 2 licence" shall be listed and shall continue to be grandparented.
- ~~b) It is agreed that FirstCanada shall provide the Union with written details of all required In-House and Route Training for each classification and unless written notice of objection thereto by the Union is given to the company within thirty (30) days after such notice, such classification and wage rate shall be considered agreed to by the Union.~~

### ARTICLE 36: LAYOFF AND RECALL

- a) Layoff – Regular Full Time Conventional/Community Driver & Regular Custom Driver

1) A layoff shall be defined as the loss by a permanent **full-time** employee of the opportunity to work in the classification he/she **they** currently **occupy** occupies as a result of either:

- (i) The elimination of such classification, or
- (ii) Any reduction in working hours for a permanent full-time employee.

#### 2) Layoff Signup Procedure

- (i) A layoff of any Regular Full Time and Regular Custom Drivers shall initiate a new sign up. Notice of the sign up shall be posted in the Company **Employer's** Offices (Abbotsford and Chilliwack) and in such other places that will be easily accessible to all employees, for a period of seven (7) days before the sign up.

- (ii) For the purpose of signing, it is understood that an Employee transferring from one Location to another maintains their bargaining unit wide seniority however transfers to the bottom of the Regular Full Time Conventional/Community/Custom Drivers Seniority List for that location.
- (iii) Any Regular Full Time Conventional/Community or Custom Drivers with no work to sign at the conclusion of the sign up will have the option to be placed on the ~~Spareboard Seniority List~~ **Relief Board** in order of seniority.
- (iv) Any Regular Full Time Conventional/Community Driver or Regular Full Time Custom Driver placed on the **Relief Board** ~~Spareboard Seniority list as set out in 33A-2(iii) above~~ shall continue to receive all benefits of the collective agreement for a period of six months.
- (v) Any Regular Full Time Conventional/Community Driver or Regular Full Time Custom Driver placed on the **Relief Board** ~~Spareboard Seniority list as set out in 33A-2(iii) above~~ shall be offered hours of work in seniority order.
- (vi) **If layoffs result in additional drivers in the Relief Pool, the most junior employees in the Relief Pool shall be displaced to the top of the casual list.**

#### **ARTICLE 42: OHS TRAINING FUND**

Monthly meetings between the Company and Union Committee will be in accordance with WorkSafeBC Regulations. A minimum two (2) hour call-out will be paid at ~~straight time rates~~ for this function.

#### **ARTICLE 44: TRANSPORTATION VEHICLES**

The Employer shall provide a service vehicle for the Drivers. This vehicle will be used in accordance with Company policies and procedures for the purpose of providing transportation to and from the transit exchanges/**yards**.

**The parties agree that all Letters of Understanding Negotiated in the current round of bargaining will be attached to the Collective Agreement and will be numbered and indexed accordingly.**

**NEW LETTER OF UNDERSTANDING**

**First Transit Canada Inc.**

**and**

**CUPE, Local 561**

**Letter of Understanding**

**Re: Full Time Floater Pool**

**WHEREAS the Parties have agreed to revise the structure of the conventional/community driver classification in the latest round of collective bargaining, including adding a full-time floater driver pool.**

**AND WHEREAS the Parties agree to the following regarding full-time floater indexes:**

- 1. At the next sign up where the blocking is received after ratification, the Employer shall create at least fifteen additional full-time jobs in the newly created floater group, split between the Abbotsford and Chilliwack locations as deemed appropriate by the Employer. For the purposes of creating additional work, the number of full-time drivers at ratification shall be deemed the base number.**
- 2. To become a full-time floater, drivers shall select a floater index at sign up, and will receive their work on a weekly basis for the period that they have signed a floater index. For clarity, the weekly work on a floater index will vary.**
- 3. The following conditions apply to selection/assignment of work for full time floater indexes:**
  - 3.1. Work will be selected weekly, in seniority order, from known work (unrostered work, vacation, LOA, medical leave, etc.).**
  - 3.2. At sign up and by the 20<sup>th</sup> of each month for the life of the sign up, days off will be selected for the following month in seniority order based on an off-day schedule prepared by the Employer.**
  - 3.3. Drivers on a full time floater indexes may not pass, meaning they may not decline to sign available work when their turn comes, or they will lose their guarantee of thirty-five (35) hours for the week and will only be paid for hours worked that week, even if less than thirty-five (35) hours.**
  - 3.4. If sufficient work is available to do so, drivers on full time floater indexes must select between thirty-five (35) and forty (40) hours per week.**
  - 3.5. The Employer may top up floater indexes to forty (40) hours per week without paying overtime, unless the top up is scheduled on the same day that the work is performed, in which case the top up will be paid as overtime rates as follows:**

3.5.1. Time and a half for the first two hours of work scheduled on the same day; and

3.5.2. Double time for work after two hours of work scheduled on the same day.

Top up hours shall only occur on scheduled work days and shall be voluntary for drivers on floater indexes who are scheduled for at least thirty-five (35) hours that week. Further, nothing in this letter of understanding requires the Employer to offer work as overtime if it can be completed at straight time rates by another driver.

3.6. If there is not sufficient work available for all drivers on full-time floater indexes to select at least thirty-five (35) hours per week, then work shall be assigned to drivers on full time floater indexes as it becomes available with priority over relief board drivers and then casual drivers. Work shall not be assigned on a scheduled day off.

3.7. A driver on a full time floater index with less than thirty-five (35) selected hours in a week may not pass on additional work, meaning they may not refuse a work assignment to increase their weekly hours to between thirty-five (35) and forty (40). If a driver on a full time floater index does refuse work, then they will lose their thirty-five (35) hour guarantee for that week and will only be paid for hours worked, even if less than thirty-five (35).

4. The Company shall review the number of full-time floaters.

5. Article 10(a) regarding posting temporary vacancies is suspended for the life of the letter of understanding.

6. To the extent of conflict, this letter of understanding supersedes the collective agreement.

7. The Parties agree to continue to consult regarding the implementation of full-time floaters, and this letter of understanding may be amended by mutual agreement in writing. This letter of understanding shall continue and renew on the same terms as the collective agreement.



**NEW LETTER OF UNDERSTANDING**

**First Transit Canada Inc.**

**And**

**CUPE, Local 561**

**Letter of Understanding**

**Re: Relief Pool**

**WHEREAS the Parties have agreed to revise the structure of the driver classification in the latest round of collective bargaining, including adding a Relief Pool.**

**AND WHEREAS the Parties agree to the following regarding the Relief Driver Pool:**

- 1. After rostering the work for the first sign up where the blocking is received after ratification, the Employer will review the unsigned work, trends in absences from the workplace, overtime, and other applicable factors, to determine the appropriate number of positions on the relief board.**
- 2. Employees from the discontinued spareboard will have the first option to join the relief pool, and then the Employer will post the remaining Relief Pool positions.**
- 3. A Relief Pool Driver shall accrue seniority to move to full time.**
- 4. Relief Pool Employees shall be entitled to Article 17, 18, 19, 20-, 21, 22, and 23 and any other statutory leave provisions.**
- 5. Relief Pool Employees shall be entitled to Health and Welfare Benefits under Article 45.**
- 6. Relief Pool Drivers shall sign for days off every four (4) weeks and may select up to three (3) off days per week on a rotational basis within the applicable signing process.**
- 7. Available days are days other than those that a Relief Pool Driver has signed as off days. On their available days, Relief Pool Drivers shall be assigned hours composed of Conventional/Community and/or Custom hours, up to forty (40) hours per week.**
- 8. Relief Pool Drivers will be assigned their preliminary weekly work on an equal rotation, with additional work assigned as it becomes available, with priority over casuals. Relief Pool Drivers may not pass on work assigned on their available days.**
- 9. In accordance with Article 18.6, work reallocated after the call out sheet is closed shall be paid at the higher rate of pay (if applicable).**
- 10. Relief Pool Drivers who do not sign for off days will be deemed available every day, up to forty (40) hours per week.**
- 11. Relief Pool Drivers who do not meet the requirements of the Relief Pool, including availability and accepting assigned work, shall be moved to the casual pool. After six (6) months as a casual without further infraction, the employee may move back to the Relief Pool if they have the seniority to do so when there is a vacancy.**

12. The Employer shall determine the number of Relief Pool Drivers to a maximum of twelve (12).
13. The Parties agree to continue to consult regarding the implementation of the Relief Pool, and this letter of understanding may be amended by mutual agreement in writing.

**NEW LETTER OF UNDERSTANDING**

**First Transit Canada Inc.**

**And**

**CUPE, Local 561**

**Letter of Understanding**

**Re: Discontinuation of the Spareboard**

**WHEREAS the Parties have agreed to revise the structure of the driver classification in the latest round of collective bargaining, including discontinuing the spareboard prior to the next sign up where the blocking is received after ratification.**

**NOW THEREFORE the existing spareboard drivers shall have the option, in seniority order, to bid for full time work, join the relief pool, or revert to casual status.**

**NEW LETTER OF UNDERSTANDING**

**First Transit Canada Inc.**

**And**

**CUPE, Local 561**

**Letter of Understanding**

**Re: Casual Drivers**

**During collective bargaining, First Transit Canada Inc, sought resolution to issues regarding casual drivers providing availability and subsequently refusing work on available days.**

**The Parties agree:**

- 1. Casual employees who provide availability shall not refuse work on those days other than being sick or for other approved leaves.**
- 2. Casual employees who have provided availability will be offered work on a rotational basis according to their availability, with those who have provided availability that day being called before those who have not.**
- 3. Casual employees may adjust their availability for the following month no later than the 21<sup>st</sup> of the current month.**
- 4. For the purposes of posting into the Relief Pool or full time, total hours worked as a casual employee will be the determining factor.**

## NEW LETTER OF UNDERSTANDING

First Transit Canada Inc.

And

CUPE, Local 561

Letter of Understanding

Re: Process for Rostering

The Parties agree that the following terms and conditions will take effect upon ratification of the collective agreement with a term of April 1, 2020 – March 31, 2025.

- 1) The following definitions will apply:
  - a. Blocking: the sequence of routes that the bus performs;
  - b. Cut: the arrangement of the blocking into daily work to be performed by the driver;
  - c. Paddle: the driver's instructions for the day;
  - d. Roster: the mixing of all the different paddles to make the index; and
  - e. Index: the signable weekly work created by rostering paddles.
- 2) The Runs Committee will provide the Employer with constant feedback regarding the runs and the cut. To maximize the Employer's ability to respond to such feedback, the Sign-Up Committee will not wait for the blocking from BC Transit or the sign up process to provide feedback.
- 3) The Runs Committee and the Employer will meet approximately four (4) to six (6) weeks after a new sign up starts to discuss feedback.
- 4) Following receipt of the blocking from BC Transit, the Company will:
  - a. Cut the blocking into paddles;
  - b. Roster the work by grouping daily paddles into indexes;
  - c. Meet with the Runs Committee following the Runs Committee's proofing of the sign-up;
  - d. Post a sign-up of the available indexes.
- 5) The roles and responsibilities of the Runs Committee are to:
  - a. Obtain ongoing input and feedback from the Drivers for future cuts;
  - b. Provide guidance to the Employer on the preferred focus of the upcoming cut. Such guidance may include suggestions such as:

- i. The priority of full time and/or casual work;
    - ii. The number of straight pieces of work, split shifts, and/or compressed shifts; and
    - iii. The start and end times of the runs;
  - c. Work in collaboration with the Employer to proof the upcoming sign up by looking for flow, transfers, errors, omissions, efficiencies, and the inclusion of driver notes on paddles; and
  - d. Assist the Employer with the rostering of the runs, as required.
- 6) The suggestions of the Runs Committee regarding the construction of the sign up will be adopted as much as possible provided:
- a. The posting of the sign up will not be unduly delayed, and
  - b. The Employer reserves the final decision as to whether a Union/Sheet Committee suggestion is adopted or rejected based on costs, overall quality of work, and implications to the Employer's ability to fill work.
- 7) Where the Employer does not adopt a suggestion from the Runs Committee, the Employer will, upon the Runs Committee's request, provide the reasons for the decision in writing.
- 8) The sign-up will not be delayed if a regular Runs Committee member is unavailable. The Parties agree that every effort will be made to keep the committee consistent through the sign-up process.
- 9) Employees who have not signed for themselves, in person or by proxy, by their posted time will be assigned a bid closest to their last bid.
- 10) The Employer and the Runs Committee must ensure that the service deadlines set by the customer are met.
- 11) All other terms and conditions of the collective agreement will apply
- 12) The Parties agree that this letter of understanding will be open for discussion about how to improve the process outlined above.

Collective Bargaining First Transit Canada Inc and CUPE, Local 561

Abbotsford/Chilliwack

October 5, 2022

Agreed to Article 52

COMPANY COUNTER PROPOSAL

52. Completion of Accident/Incident Reports

~~Employees required to complete an accident or incident report, as a result of an accident or incident occurring during working hours, shall be paid a minimum of fifteen (15) minutes and a maximum of thirty (30) minutes, unless instructed otherwise by a supervisor, at straight time rates for each report.~~

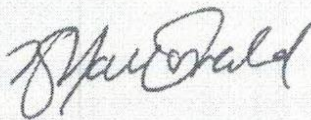
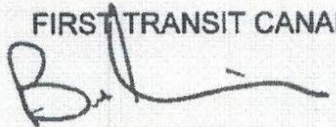
Employees required to complete an accident or incident report shall be paid thirty (30) minutes to complete their report at the location. With approval of a supervisor or manager, additional time may be paid for completion of accident or incident reports in appropriate circumstances.

Accident or incident reports will be completed within twenty-four (24) hours of the incident or accident. In extenuating circumstances, the twenty-four (24) hour reporting timeline may be extended by the Company.

Dated this 5<sup>th</sup> day of October, 2022.

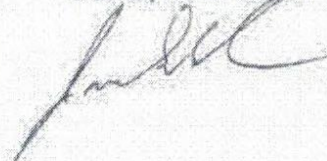
Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561





**Collective Bargaining**  
**First Transit Canada Inc and CUPE, Local 561**  
**Chilliwack and Abbotsford**  
**November 3, 2022**  
**Agreed to Article 17(b)**

Final numbering to be determined by the Parties.

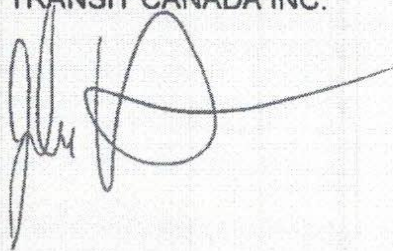
**ARTICLE 17 – Bereavement Leave**

(b) An employee shall be granted up to one (1) ~~one-half (1/2)~~ day without pay to attend a funeral as a pallbearer.

Dated this 3<sup>rd</sup> day of November, 2022.

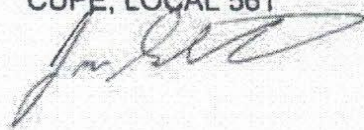
Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561





Collective Bargaining  
Between First Transit Canada Inc. and CUPE, Local 561  
Agreed to Article 13  
November 3, 2022

Final numbering to be determined by the Parties.

13. Remedial Actions/Complaints

Should the Company fail to administer discipline within fourteen (14) days of becoming aware of an incident, it will have waived its right to do so.

The Company may request extensions, in writing, to the fourteen (14) day timeline if it has done so within fourteen (14) days of becoming aware of the incident. The Union shall not unreasonably withhold such extensions.

Should the Company and the Union agree to use a third party to investigate any incidents that may result in discipline, the timelines shall be extended until the investigation is concluded.

If an employee goes on vacation, sick leave, WCB or an LOA within the fourteen (14) days, the time that the employee is absent will not be counted towards the fourteen (14) day timeline.

All complaints brought against any employee that may result in discipline must be made in writing and signed by the complainant. Complaints submitted by email will be considered "signed." Employees will be informed of complaints against them and provided with a copy of the complaint.

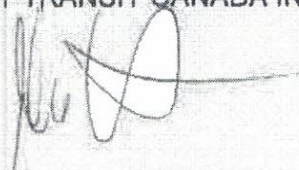
A copy of any discipline shall be forward to the Union office.

~~The Company has a time limit on remedial action against employees. This time limit shall be two calendar weeks, but in any event, excepting for vehicle accidents the Company shall make every effort to finish their investigation in no more than three weeks, from the time that the employer becomes aware of the need to take such action.~~

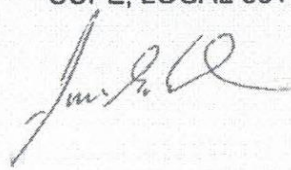
~~All complaints by the Company brought against any employee and resulting in any possible discipline must be in writing and signed by the complainant and the employee shall be informed of the complaint. Complaints submitted by email will be considered "signed". As well, a copy of the discipline shall be forwarded to the Union office. Disciplinary measures must be administered no more than fourteen (14) days following the date of the incident.~~

Dated this 3<sup>rd</sup> day of November, 2022.

Signed on behalf of  
FIRST TRANSIT CANADA INC.



Signed on behalf of:  
CUPE, LOCAL 561





**Collective Bargaining**  
**First Transit Canada Inc and CUPE, Local 561**  
**Chilliwack and Abbotsford**

**November 3, 2022**

**Agreed to LOU Re: Emergent Call Outs**

Final numbering to be determined by the Parties.

**Draft of Letter of Understanding**

**Re: Emergent Call Outs.**

**The purpose of this letter is to have a combined understanding between First Transit and CUPE Local 561 when it comes to Emergent Call Outs.**

**An emergent callout is any situation where First Transit has been asked to provide emergency services to a Local Government, the Provincial Government, or Local Emergency Services. This work is above the "Normal" working shifts assigned or chosen by Operators. Employees who have signed up to be on the emergent callout list will be assigned work by seniority. This work will be paid at the rate of time and a half for all employees and is not intended to be used as a top-up of regular hours. Operators already scheduled to work on such a day will not be called to assist.**

**Employees who have already signed for overtime when an emergent situation arises are not eligible to be called out unless there are additional requirements above the current emergent staffing levels.**

Dated this 3<sup>rd</sup> day of November, 2022.

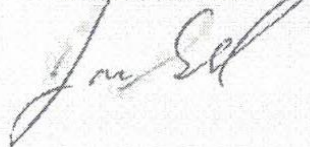
Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561





**Collective Bargaining**  
**Between First Transit Canada Inc. and CUPE, Local 561**  
**Agreed to Articles regarding Harassment and Discrimination Language**  
**November 3, 2022**

Numbering to be determined by the Parties.

The Company and the Union agree that all employees have a right to a harassment and discrimination free workplace.

The Company agrees that there shall be no discrimination with regard to employment based on the protected grounds set out in British Columbia's *Human Rights Code*, which include an individual's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or because of membership in the Union.

Informal Resolution Process

If an employee wishes to make a complaint of harassment, they may initiate an informal resolution process by approaching a Union representative, supervisor, or a manager to discuss potential means of resolving the complaint, which may include a discussion with the respondent.

If the matter is resolved to the complainant's satisfaction, then the matter is deemed to be concluded.

Formal Investigation

If the matter is not resolved to the complainant's satisfaction in the informal resolution process or the complainant is not comfortable with an informal process, the matter may be referred to a formal investigation process.

The Company shall appoint an investigator from outside of the involved location to conduct the formal investigation (the "Investigator"). Alternatively, the Parties may agree to the appointment of a third-party Investigator.

At any meeting with the Investigator, any Party or witness who is a member of the bargaining unit may be accompanied by a Union representative or the Union's National Representative.

In the event that the issue remains unresolved after review by the Investigator, the Union may refer the matter to the grievance procedure.

Confidentiality

Unless otherwise agreed, all resolution efforts and investigations are strictly confidential.



No Retaliation

No employee shall be subject to reprisal or discipline or threat of reprisal or discipline as a result of filing a legitimate complaint of harassment.

It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore, disciplinary action may apply in cases where false or malicious complaints are made.

~~33. Company Shall Not Discriminate~~

~~The Company agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up grading, promotion, transfer, lay off, recall, discipline, classification, or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union. It is agreed that none of the foregoing shall hinder the Company's right to discipline, suspend or discharge an employee for just cause.~~

~~38. Sexual and Personal Harassment~~

~~Sexual and Personal Harassment shall be dealt with according to FirstCanada Policy Statement dated March 22, 2009.~~

~~Third party to be decided at the time the complaint is raised the parties should not be tied to any person(s).~~

~~53. Sexual and Personal Harassment~~

~~The Company and Union recognize the right of all employees to work in an environment free from sexual and personal harassment.~~

~~No employee shall be subject to reprisal or threat of reprisal as a result of filing a grievance under this clause. It is recognized, however, that false or malicious complaints may damage the reputation or be unjust to other employees and therefore disciplinary action may apply in cases where false or malicious complaints are lodged. Harassment complaints shall be treated in strict confidence by the Company and Union.~~

~~Alleged complaints shall be dealt with by the Company and the Union. If the parties are unable to resolve the complaint, then the complaint shall be dealt with through the grievance process.~~

Dated this 3<sup>rd</sup> day of November, 2022.

Signed on behalf of  
FIRST TRANSIT CANADA INC.

Signed on behalf of:  
CUPE, LOCAL 561



**Collective Bargaining  
Between First Transit Canada Inc. and CUPE, Local 561  
Agreed to Housekeeping  
March 16, 2023**

Final numbering to be determined by the Parties.

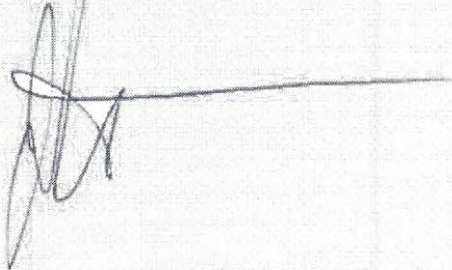
The Parties agree to the following housekeeping changes to the collective agreement:

1. Change Company to Employer;
2. Change name from FirstCanada to First Transit Canada Inc.;
3. The formatting of the article headings shall be amended for consistency in style;
4. Change references from workers compensation to WorkSafeBC; and
5. Amend language as required to pronoun neutral phrasing.

Dated this 16 day of March, 2023

Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561





Agreed  
Sept 20.

**Collective Bargaining**  
**First Transit Canada Inc. and CUPE, Local 561**  
**Abbotsford and Chilliwack**  
**September 20, 2022**  
**Agreed to Articles**

Final numbering to be determined by the Parties.

The Parties agree to amend housekeeping items, as mutually agreed between them, including pronouns, throughout the collective agreement.

**2. Preamble**

WHEREAS ~~First Canada ULC~~ First Transit Canada Inc. is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union", recognized as CUPE Local 561 within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote co-operation and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations; to set forth herein the basic agreements and understandings covering rates of pay, hours of work, grievance procedures and conditions of employment

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree with each other as follows:

**16. Statutory Holidays**

- (a) All Employees who have been employed thirty (30) working days or more shall be paid for the following statutory holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
B.C. Day	Labour Day	<u>Truth and</u>
		<u>Reconciliation</u>
<u>Thanksgiving Day</u>	<u>Remembrance</u>	<u>Day</u>
<u>Boxing Day</u>	<u>Day</u>	<u>Christmas Day</u>

- (b) All permanent Employees shall receive a full day's wages (MAXIMUM 8 HOURS) for any of the above-mentioned holidays. An exception is that permanent employees scheduled to work the day of the Statutory Holiday, but not required to work, shall receive Statutory Holiday pay equal to the normal work hours for that scheduled day. Spareboard and casual Employees shall receive statutory holiday pay as per Employment Standards Act of British



Columbia.

- (c) The Company agrees to include any further day declared by either the Provincial Government of BC or the Federal Government. Any employee whose regular day off falls on any of the aforementioned holidays shall be given an additional day off with pay in lieu thereof.
- (d) An Employee who otherwise would be eligible for statutory holiday pay shall not be eligible when a statutory holiday falls during any of the following periods of absence:

- Paid bereavement leave
- Absence due to sickness or non-occupational injury
- ~~Workers' Compensation~~ WorkSafeBC absence
- Any absence without the Company's approval

In no instance will an employee receive, for the same day, both statutory holiday pay and ~~workers'~~ WorkSafeBC compensation, bereavement pay or payments under the sickness protection plan.

- (e) An employee on annual vacation during or over a particular statutory holiday shall receive a day off with pay, plus ~~his~~ their regular annual vacation.

#### **19. Leave of Absence for Union Office**

- (a) An employee who is elected by the Local or selected by the Local to a full or part time position with Local 561 shall be granted leave of absence provided:

1. The leave is requested by the Local in writing.
2. The Local shall request in writing each year a renewal of such leave.
3. Adequate notice of the leave requested is given to permit the Company to arrange a suitable replacement.
4. It is understood the employee may return to his/her former position at any time following completion of his/her term of office.
5. The employee who replaced the full-time officer shall be advised of 4) above when offered the position and upon the return of the full-time officer the employee being replaced shall be issued layoff notice.
6. Upon receipt of a request for leave under this Article, the employee shall receive pay and benefits as provided for in this Agreement. The Union shall reimburse the Company monthly for all costs.

- (b) It is agreed that any employee who is elected or selected to a full time position with any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority calculated to the date of leaving for a period up to one (1) year and may be renewed each year on request during ~~his or her~~ their term of office, the employee shall have the option to make arrangements regarding maintenance of benefits. The employee may return to the first vacant position for which he/she is qualified.

- (c) Conventions, Conferences, Workshops and Seminars

It is agreed that official representatives named by the Union be granted leave of absence without pay to attend Union workshops, seminars, conferences or conventions of the Union and its affiliates; provided not more than three (3) Union



representatives shall be away at any one (1) time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

### **23. Testimony on Behalf of the Company**

An employee required to testify on behalf of the Company in any proceedings will be compensated at his-or-her their regular rates of pay for time spent at the proceedings, and for travel time.

### **25. ~~Workers' Compensation~~ WorkSafeBC**

- (a) Sick leave benefit shall apply to employees absent from work for a maximum cumulative period of six months as the result of a disability which has been assessed as compensable and for which the ~~Workers' Compensation Board~~ WorkSafeBC is paying wage loss benefits.
- (b) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted for a period of up to six (6) months. After six (6) months MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on leave provided that the employee makes arrangements prior to commencing the leave to pay one hundred percent (100%) of the costs of the premiums beginning the first day of the month following the six months.
- (c) Injury Pay  
If an Employee is injured on the job and needs to seek treatment or cannot complete their shift, the Employer will pay for the entire scheduled shift as though the Employee was working.

### **30. Promotions and Transfers**

- (a) In making promotions or transfers, the required knowledge, ability and skills for the classifications shall be the primary consideration. Where an employee applies for promotion or transfer and has the knowledge to fill the vacancy, the employee shall be given the opportunity to prove ability and skills in the classification, provided that:
  - 1) The employee has not been employed in a classification with the Company where he has demonstrated this ability and skills for such a classification, and
  - 2) The employee has seniority over all other applicants.

Where two or more applicants are capable of fulfilling the duties of the classification, seniority shall be the determining factor provided always that current service employees shall be given preference over any other type of applicants.
- (b) If a regular employee is the successful applicant to a position promoted or transferred to a classification for which the Union is the certified bargaining authority, then the promoted employee shall be considered an employee "on trial" for a period of twenty (20) working days exclusive of holidays, leaves of absence and illness.
- (c) In the event an employee who is promoted or transferred (to a different classification) proves unsatisfactory or is dissatisfied during the aforementioned period, he or she shall be returned to their former position or to a position of equal status if the former position no longer exists, without loss of seniority or salary and any other employee promoted or transferred because of the rearrangement of positions shall, if



necessary, be returned to his or her their former position without loss of seniority or salary.

#### **42.OHS Training Fund**

1. The employer agrees to conduct an assessment and subsequent reviews as set out in Part 3.16 of the Workers Compensation Act:
2. For the purpose of complying with subsection (1), the employer must conduct an assessment of the circumstances of the workplace, including
  - (a) the number of workers who may require first aid at any time,
  - (b) the nature and extent of the risks and hazards in the workplace, including whether or not the workplace as a whole creates a low, moderate or high risk of injury,
  - (c) the types of injuries likely to occur,
  - (d) any barriers to first aid being provided to an injured worker, and
  - (e) the time that may be required to obtain transportation and to transport an injured worker to medical treatment.
3. The employer must review the assessment under subsection (2)
  - (a) within 12 months after the previous assessment or review, and
  - (b) whenever a significant change affecting the assessment occurs in the employer's operations.
  - (c) The parties agree to participate in an Occupational Health and Safety Committee and recognize the Workers Compensation Regulations. Where a First Aid Attendant is required the parties shall negotiate an appropriate premium to be paid in addition to an employee's regular rate of pay.

Monthly meetings between the Company and Union Committee will be in accordance with WorkSafeBC Regulations. A minimum two (2) hour call-out will be paid at straight time rates for this function.

All accident investigations shall include one safety committee member appointed by the Union. The Company shall pay for all time off.

Members of the Occupational Health and Safety Committee shall, without loss of income attend safety committee training provided by WorkSafeBC ~~the Workers' Compensation Board of British Columbia~~.

In instance where OH&S Committee Members receive OH&S Training and such training may be appropriate OH&S training for the remaining Committee Members, the Company agrees to provide the trained Committee Member the opportunity to train the remainder of the Committee within the next four weeks. All employees involved will be compensated at their hourly rate.



**57. Health and Safety**

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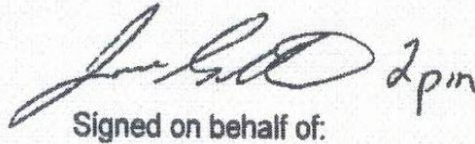
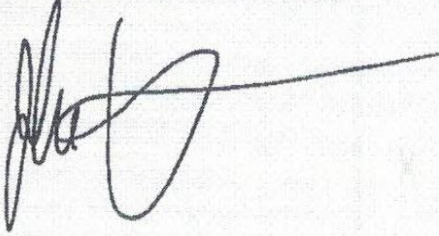
**B. Function of the Committee**

The Industrial Health & Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the Industrial Health & Safety Program and shall promote compliance with the regulations of the Workers' Compensation Board Act.

Dated this 20 day of September, 2022.

Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561



**Collective Bargaining First Transit Canada Inc and CUPE, Local 561**

**Abbotsford/Chilliwack**

**October 5, 2022**

**Agreed to Article 22(b)**

**22 Leaves of Absence**

(b) Subject to service requirements and reasons given for a request for a leave of absence, the Company may grant such leave with the following conditions:

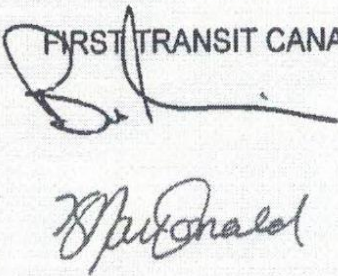
~~The employee must apply in writing to both the Company and the Union for leaves of absence in excess of fourteen (14) days. Leaves of fourteen (14) days or less in a calendar year shall be requested of the Company only. No leave in excess of fourteen (14) days shall be taken without the written approval of the written approval of the Company and the Union.~~

**An Employee requesting a leave of absence must apply in writing to the Company for such leave. The Employee must copy the Union on any leave of absence request longer than fourteen (14) consecutive days. No leave of absence shall be taken without the written approval of the Company.**

Dated this 5<sup>th</sup> day of October, 2022.

Signed on behalf of

FIRST TRANSIT CANADA INC.



Signed on behalf of:

CUPE, LOCAL 561

