COLLECTIVE AGREEMENT

between

EbusBC

and the

Canadian Union of Postal Workers

Expires: June 30, 2027

Contents

ARTICLE	E 1 1	
PURPOSI	E OF AGREEMENT 1	
1.01	Purpose	
ARTICLE	5.2	
MANAGI	EMENT RIGHTS 1	
2.01	Rights1	
ARTICLE	E 31	
RECOGN	IITION 1	
3.01	Sole and Exclusive Bargaining Agent 1	
3.02	Consultation and Discussion1	
3.03	Full Force and Effect 1	
3.04	Union Access to Place of Employment 1	
3.05	Rights of Union Representatives	
ARTICLE	2 4	
UNION D	DUES)
4.01	Compulsory Check-Off)
4.02	Setting of Dues	
4.03	Dues Begin Immediately 3)
4.04	Remit Dues the Next Month)
4.05	Company's Liability on Check-Off	j
4.06	Additional Information)
4.07	Compulsory Membership 3)
4.08	T4 Slips 4	ŀ
4.09	Check-Off for Life Insurance	۲
ARTICLE	5	۲
DISCRIM	IINATION	ŀ
5.01	Discrimination	ŀ
5.02	Use of Leave Provisions	ŀ
5.03	Interpreter for Deaf or Hard of Hearing Employees 4	ŀ
5.04	Common Law Spouse	,
ARTICLE	5 6	,
COMMU	NICATIONS	,)

6.01	Information Essential to the Union	5
6.02	Notification of the Union	5
6.03	New Employees	5
6.04	Organizational Charts	5
6.05	Electronic Versions of Documents	6
6.06	Bulletin Board	6
ARTICLE	7	6
CORRESP	ONDENCE AND CONTACTS	6
7.01	Contacts	6
ARTICLE	8	6
LABOUR-	-MANAGEMENT MEETINGS	6
8.01	Principle	6
8.02	Consultation Between the Union and The Company	7
8.03	Agreements	7
8.04	Right to Grieve and to Refer Grievances to Arbitration	7
8.05	Grievance Procedure Separate	7
8.06	Violations	8
8.07	Paid Attendance	8
8.08	Minutes of Union-Management Meetings	8
ARTICLE	9	8
GRIEVAN	CE AND	8
ARBITRA	TION PROCEDURE	8
Definitio	ons	8
9.01	In this article:	8
Represen	ntatives	9
9.02		9
9.03		9
Recogni	tion of Union Stewards	9
9.04		9
9.05		9
Rights a	nd Responsibilities of Union Stewards	9
-	-	
Rights o	f Employees to Complain	0
-		

Right to Present a Grievance	
9.08	
Right to Present a Policy Grievance	
9.09	10
Time Limit on Grievance	10
9.10	
9.11	
Description of the Grievance	11
9.12	11
Substance of Grievance Takes Priority	11
9.13	11
Codification and Copies of Grievances	11
9.14	11
9.15	11
Grievance Meetings	11
9.16	
Permission to Leave Work	
9.17	
Company's Reply	
9.18	
Content of the Reply	
9.19	
Failure to Reply by the Company	
9.20	
Final Decision	
9.21	
9.22	
Withdrawal of Grievances	
9.23	
Right to Arbitration	
9.24	
Reference to Arbitration	
9.25	
Irregularities	

9.26	
Arbitrators	
9.27	
Location of the Sittings of Arbitration	
9.28	
Arbitration Procedures	
9.29	
Regular Arbitration Procedure	
9.30	
9.31	
9.32	
9.33	
9.34	
9.35	
9.36	
Formal Arbitration Procedure	
9.37	
9.38	
Burden of Proof Concerning Qualifications	
9.39	
Interim Decision	
9.40	
General Powers of the Arbitrator	
9.41	
Restriction of Power	
9.42	
Award Must State Grounds	
9.43	
Future Cases	
9.44	
Costs of Arbitrators	
9.45	
RTICLE 10	
VISCIPLINE, SUSPENSION AND DISCHARGE	

10.01	Just Cause and Burden of Proof	16
10.02	Personal File	17
10.03	Access to Personal File	17
10.04	Interviews	17
10.05	Employee-Steward Relationship Confidential	17
10.06	Right to Representation	18
10.07	No Right to Discipline	18
10.08	Termination of Employment	18
10.09	Release for Incompetence	18
10.10	Release for Incapacity	18
ARTICLE	11	19
SENIORI	ГҮ	19
11.01	Continuous Service	19
11.02	Seniority	19
11.03	Seniority Lists	19
Article 12		19
Driver Cla	ssification and EbusBC Dispatch Rules	19
12.01	Regular Employee	19
12.02	Classifications	20
12.03	Full-Time Alternate Work Schedules	20
12.04	Order of Call in for Extra work	20
12.05	Rotation of Work for Casual Drivers	20
12.06	Force Out	21
Article 13		21
Layoffs		21
Article 14		21
Rates of P	ay	21
Article 15		22
Hours of S	Service, Hotel, Per diems	22
Article 16		23
Charter W	ork	23
16.01	Charter Rate	23
16.02	Charter work	23
16.03	Charter Per Diems	23

Article 17		24
Overtime .		24
17.01	Overtime	24
17.02	Work on Day Off	24
17.03	Work Averaging Agreement	24
Article 18		24
Daily Guar	rantee	24
Article 19	Bidding for Work Schedules	25
Article 20		25
Christmas	Scheduling	25
Article 21		25
Rest Area	and Lunchrooms	25
21.01	Rest Areas	25
21.02	Lunchroom and Washrooms	25
Article 22		26
Vacation		26
22.01	Definition and Entitlement	26
22.02	Supplement for Casual employees	26
A		
Article 23		27
Benefits		27
Benefits Article 24		27 27
Benefits Article 24 Retirement		27 27 27
Benefits Article 24 Retirement Article 25	t Savings Plan	27 27 27 27
Benefits Article 24 Retirement Article 25 Bereaveme	t Savings Plan	27 27 27 27 27 27
Benefits Article 24 Retirement Article 25 Bereaveme Article 26	t Savings Plan	27 27 27 27 27 27 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26	t Savings Plan	27 27 27 27 27 27 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H	t Savings Plan ent Leave Holidays	27 27 27 27 27 28 28 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H 26.01 26.02	t Savings Plan ent Leave Holidays Designated Statutory Holidays	 27 27 27 27 28 28 28 28 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H 26.01 26.02 Article 27	t Savings Plan ent Leave Holidays Designated Statutory Holidays Calculating Statutory Holiday Pay	27 27 27 27 27 28 28 28 28 28 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H 26.01 26.02 Article 27 Sick leave	t Savings Plan ent Leave Holidays Designated Statutory Holidays Calculating Statutory Holiday Pay	27 27 27 27 27 28 28 28 28 28 28 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H 26.01 26.02 Article 27 Sick leave Article 28	t Savings Plan ent Leave Holidays Designated Statutory Holidays Calculating Statutory Holiday Pay	27 27 27 27 28 28 28 28 28 28 28 28 28 28
Benefits Article 24 Retirement Article 25 Bereaveme Article 26 Statutory H 26.01 26.02 Article 27 Sick leave Article 28	t Savings Plan ent Leave Holidays Designated Statutory Holidays Calculating Statutory Holiday Pay	27 27 27 27 28 28 28 28 28 28 28 28 28 28 28 28

28.03	Footwear	29
28.04	General	29
Article 29		29
Physical of	r Medical Examination	29
Article 30		30
Bus Safety	7	30
Article 31		30
Schedules	and Charters	30
Article 32		30
Probationa	ry Period	30
Article 33		30
Health and	I Safety Representative	30
33.01	Representative	30
33.02	Function	31
33.03	Disagreements	31
33.04	Information and Investigations Concerning Work Accidents	31
33.05	Restriction on Lifting	32
33.06	Right of Refusal	32
Article 34		33
Work in th	e Bargaining Unit	33
34.01	Work in the Bargaining Unit	33
Article 35		33
Training		33
35.01	Training	33
Article 36		34
Union Lea	ve	34
36.01	Union Leave	34
Article 37		34
Distributio	on of Collective Agreements	34
Article 38		34
Duration o	f the Collective Agreement	34
38.01	Term of the Agreement	34
38.02	Period of Application	34
38.03	Notice to Bargain	34

Letter of Understanding #1	35
Retroactive Payment	35
Letter of Understanding #2	36
Provincial/Federal Jurisdiction	36

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 Purpose

The purpose of this collective agreement between the Canadian Union of Postal Workers hereinafter referred to as "*the Union*" and Pacific Western Charter operating as EbusBC hereinafter referred to as "*the Company*" is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievances and problems during the term of the collective agreement.

<u>ARTICLE 2</u> MANAGEMENT RIGHTS

2.01 <u>Rights</u>

The union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, which are subject to the terms of this Collective Agreement.

ARTICLE 3 RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees covered under the bargaining certificate issued to the Union by the BC Labour Relations Board.

3.02 Consultation and Discussion

In view of this recognition and in accordance with structures provided for in this collective agreement, the parties agree to discuss and consult each other on all matters pertaining to their working relationship.

3.03 Full Force and Effect

All matters covered under the provisions of this collective agreement shall have full force and effect on the Company, the Union and the employees in the bargaining unit.

3.04 Union Access to Place of Employment

- (a) Full-time officers of the Union, or local officers, will be granted permission to enter the non-public area(s) of an installation, providing they contact the organizational level of the Company equivalent to that of the Union representative who desires access or the management representative in charge on duty, to state the approximate time, place and purpose of the visit.
- (b) Where it is not possible to make the arrangements described in paragraph 3.04(a), officers of the Union will be granted permission to enter an installation, provided they first contact the management representative in charge on duty, state the purpose of their visit and secure that permission.
 At the commencement of the visit, they will identify themselves to the management representative in charge on duty.

3.05 Rights of Union Representatives

The provisions contained in clause 3.04 do not apply to meetings between Union officers and representatives of the Company, nor are they to be construed as affecting the activities of Union officers specifically provided for in Articles 9 and 10 of this collective agreement.

<u>ARTICLE 4</u> <u>UNION DUES</u>

4.01 Compulsory Check-Off

- (a) The Company shall, as a condition of employment, deduct from the monthly earnings of all the employees in the bargaining unit, the ordinary membership dues of the Union, the amount of which may vary according to different locations.
- (b) The Company shall not levy a charge upon the Union or its members for rendering this service.
- (c) Subject to the provisions of this article, the Company shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the employees of the bargaining unit. The special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

4.02 Setting of Dues

The Union shall inform the Company by means of a data storage medium of the authorized membership dues to be checked off in accordance with clause 4.01.

4.03 **Dues Begin Immediately**

For the purpose of applying clause 4.01, deductions from pay for each employee in respect of each month will start from the first month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Company shall not be obliged to make such deductions from subsequent salary.

4.04 **Remit Dues the Next Month**

The amounts deducted in accordance with paragraph 4.01(a) shall be remitted to the Union by agreed transfer of funds between the Union and the Company via electronic means on the 15th of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.

4.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this article, except for an error committed by the Company in the amount of dues deducted; however,

- (a) where such error results in the employee being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;
- (b) where such an error results in an over deduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee in the amount of the over deduction. Such over deduction shall be reimbursed under normal circumstances in the month following the month in which the over deduction and the failure to remit the dues to the Union are verified.

4.06 Additional Information

The Company agrees to provide the Union with all necessary supplementary information, including computerized data, in order that the bargaining agent may adequately verify the check-off of Union dues for all employees belonging to the bargaining unit.

The Company will provide the Union with all available information related to Union dues.

4.07 Compulsory Membership

Any qualifying employee after the signing of this agreement shall, as a condition of employment, become a member of the Union at the time of hiring, or as soon as possible, in accordance with clause 6.03.

4.08 T4 Slips

The Company shall report on the employees' T4 slips and Relevés 1 the amount deducted as Union dues, provided the Union is complying with the requirements and/or conditions imposed by legislation, regulation or governmental administrative practices in respect of such report. The reported amount shall reflect the amount appearing on the pay stubs for the corresponding taxation year.

4.09 Check-Off for Life Insurance

The Company shall provide a monthly check-off of insurance premiums payable on life insurance plans provided by the Union for its members upon production of appropriate documentation, provided the amounts so deducted are separate from the Union dues. There will therefore be two (2) separate monthly deductions for the Union dues and insurance premiums. The Company will not levy a charge upon the Union for rendering this service.

The deductions from an employee's pay for a Union insurance program is revocable on notice in writing from the employee to the Company or the Union.

ARTICLE 5 DISCRIMINATION

5.01 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, gender expression, gender identity, marital status, family status, genetic characteristics, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

5.02 Use of Leave Provisions

An employee who is or has been on leave under any provisions of the collective agreement shall not be importuned or disciplined because he or she is or has been on leave unless it has been established that the employee dishonestly took advantage of the provisions of the said agreement.

5.03 Interpreter for Deaf or Hard of Hearing Employees

When a deaf or hard of hearing employee receives formal training or is required to attend an interview, a grievance hearing or an arbitration and the employee requests an independent sign or oral language interpreter, the Company shall provide such services.

5.04 Common Law Spouse

For the purpose of this collective agreement and the benefits it provides for, including insurance plans, a "*common-law spouse*" relationship is said to exist when, for a continuous period of at least one (1) year, or less if a child is born of the relationship, an employee has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word "*spouse*" includes a "common-law spouse".

ARTICLE 6 COMMUNICATIONS

6.01 Information Essential to the Union

The Company shall provide the Union with copies of written communications issued by the headquarters of the Company that affect working conditions or conditions of employment of employees in the bargaining unit, and this, at least fifteen (15) calendar days before the introduction of a change.

6.02 Notification of the Union

Whenever one of the events/actions occur as described, new hire, promotion, demotion, discharged, lay off, resignation, retirement, occurs the Company will provide the Union with the following information:

First and Last Name Address City Work Location Classification Employee ID Email Event/action

6.03 New Employees

- (a) The Corporation agrees to acquaint new employees with the fact that a collective agreement is in effect. On the first day of work, the Manager or Supervisor shall:
 - i. provide the employee with a copy of the Collective Agreement;
 - ii. introduce the employee to his or her union steward or contact information or alternate.

6.04 Organizational Charts

The Company shall provide the Union with organizational charts indicating the authority structure of the Ebus locational organization by division within thirty (30) calendar days of the signing of the collective agreement.

6.05 Electronic Versions of Documents

By agreement, any notice, information or document to be provided by one party to the other under a provision of this collective agreement may be provided electronically instead of on paper or in addition to the paper copy.

6.06 Bulletin Board

The Employer shall provide a bulletin board at each driver depot for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such bulletin boards shall be restricted to the business affairs of the Union. Such information shall be posted by and removed by a designated union representative at each depot.

<u>ARTICLE 7</u> CORRESPONDENCE AND CONTACTS

7.01 Contacts

Each party shall notify the other of the officers at the respective levels to whom correspondence and contacts should be directed and of any changes that may occur during the term of this agreement.

<u>ARTICLE 8</u> LABOUR-MANAGEMENT MEETINGS

8.01 Principle

The Company and the Union recognize that constructive and meaningful consultation is necessary in order to reach agreement on all the subjects mentioned in this article.

However, nothing in this article precludes meetings for discussion and consultation which may be held outside the process of labour-management consultation on any matter of mutual interest.

- (a) The above principle shall encompass the exchange of information and the seeking and considering of the advice and views of each party, with full opportunity for discussion and appropriate comments.
- (b) The above principle does not imply unanimous or majority agreement, nor does it interfere with management or Union rights arising out of the Collective Agreement.

8.02 Consultation Between the Union and The Company

When one of the parties requests a meeting for a specified purpose or purposes, the other shall agree to a time, date and location. All meetings shall be held on the Company's premises at a time and for a duration determined by mutual agreement. Consultation may occur via electronic means upon mutual agreement.

Consultations will take place as by whatever means agreed upon by the parties and will involve at least one driver representative and one representative of the union.

There must be consultation between Union and management on the following matters:

- (a) Any changes to system of work;
- (b) Changes to routes;
- (c) Any changes to dispatch rules or changes to how opportunities for extra work are offered;
- (d) health and safety issues;
- (e) physical facilities for employee;

8.03 Agreements

Any signed agreement arising from consultation under the preceding clause shall be precisely recorded in the minutes of the meeting and shall govern the relationship between the parties within the jurisdiction for which such agreement has been concluded, subject to the following conditions:

- (a) the agreement shall not contradict this Collective Agreement;
- (b) the agreement shall require the written approval of the authorized Representative of the Union and of an authorized representative of the Company.

8.04 **Right to Grieve and to Refer Grievances to Arbitration**

Subject to the provisions of clause 8.05, any agreement concluded by the parties under this article has the same effect as any provision of this collective agreement, and is subject to the grievance procedure, including arbitration.

8.05 Grievance Procedure Separate

Labour-management meetings described in this article shall not deal with grievances being processed under the provisions of the article on grievance procedure.

8.06 Violations

If the Company, in the opinion of the arbitrator, has failed to hold constructive and meaningful consultations in an effort to reach agreement on a matter requiring such consultation by virtue of this article, the arbitrator shall require the Company to rescind the disputed decision, restore the situation prevailing prior to the disputed decision or action, and make restitution where appropriate, in addition to any other corrective action he or she may impose.

8.07 Paid Attendance

Union representatives from the company shall be paid at the Overtime rate to attend Union-Management meetings and shall not suffer any loss of regular pay for travelling to or from or attendance at such meetings on the day on which the meeting is held. As far as practicable, meetings will be held during the scheduled hours of the representatives participating.

8.08 Minutes of Union-Management Meetings

The Company shall provide the participating Union representatives with minutes (as complete as possible) of the proceedings of any Unionmanagement meeting within a period which shall not exceed ten (10) calendar days of the date the meeting was held.

In the case of meetings at the local level, a copy of the minutes is sent within the same time limit to the National Director of the Union responsible for the local concerned.

Union Representatives

Full-time representatives of the Union may attend, without restrictions, any Union-management meeting at any level.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

Definitions

9.01 In this article:

- (a) *"grievance"* means a complaint in writing presented by the Union;
- (b) *"authorized representative of the Union"* means a person designated by the Union to deal with grievances;
- (c) *"Union steward*" means a employee appointed or elected by the Union to act as an authorized representative of the Union. In the event that the Union steward is unable to perform his or her function,

the Union will designate or substitute another employee to act on his or her behalf;

(d) *"Company"* means a person authorized to respond in writing to grievances.

Representatives

9.02

The Union shall notify the Company in writing of the names and areas of jurisdiction of the persons authorized to represent the Union and/or the employees for the purposes of this article and shall promptly notify the Company in writing of any changes in these names.

9.03

The Company shall designate a representative in the grievance procedure and shall inform the Union at the national, regional and local levels of the name and title of the representative so designated, together with the name, title and address of the Manager or local officer to whom a grievance is to be presented.

Recognition of Union Stewards

9.04

The Union steward shall have the right to prepare and present grievances in accordance with the procedure herein provided for and, for that purpose, shall have the right to meet with the employee on behalf of whom the grievance could be submitted.

It is understood that this right shall be granted during the Union steward's shift or, at the latest, at the start of his or her following shift.

9.05

No person who is employed in a managerial or confidential capacity shall seek to intimidate, by threat of discharge or by any other kind of threat, a representative of the Union or an employee on whose behalf he or she is preparing a grievance to cause him or her to refrain from so doing or withdraw a grievance or refrain from presenting a grievance as provided for in this agreement.

Rights and Responsibilities of Union Stewards

9.06

The Company agrees that Union stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their duties while investigating complaints and representing employees in accordance with the provisions of this article. For the purposes of his or her investigation, he or she shall be allowed all the reasonable time required, and he or she shall report to his or her supervisor before returning to his or her normal functions.

Rights of Employees to Complain

9.07

Both parties recognize that an employee, accompanied by a Union steward if he or she so wishes, has the right to discuss with his or her supervisor any question or complaint relating to his or her working conditions and conditions of employment, including those governed by the provisions of this agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.

Right to Present a Grievance

9.08

An authorized representative of the Union may present a grievance if he or she believes that an employee, a group of employees, the employees as a whole or the Union have been aggrieved or treated in an unjust or unfair manner. Grievances may be submitted electronically to the authorized representative of the Company.

Right to Present a Policy Grievance

9.09

An authorized representative of the Union or a national representative of the Company may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (a) where there is a disagreement between the Company and the Union concerning the interpretation or the application of the Collective Agreement;
- (b) where the Union is of the opinion that a policy, directive, regulation, instruction or communication of the Company has or will have the effect of contravening any provision of the collective agreement, of causing prejudice to employees or the Union or of being unjust or unfair to them.

Time Limit on Grievance

9.10

A grievance concerning only one employee may be presented by an authorized representative of the Union not later than the twenty-fifth (25th) working day after the date on which this employee first became aware of the action or circumstances giving rise to the grievance.

9.11

A grievance concerning a group of employees may be presented by an authorized representative of the Union not later than on the first of the two following dates:

(a) the twenty-fifth (25th) working day after the date on which the last employee of the group first became aware of the action or circumstances giving rise to the grievance;

or

- (b) the twenty-fifth (25th) working day after the date on which the Union first became aware of the action or circumstances giving rise to the grievance;
- (c) notwithstanding paragraphs 9.11(a) and (b), not later than the sixtieth (60th) working day following the date on which the first employee of the group first became aware of the action or circumstances giving rise to the grievance.

Description of the Grievance

9.12

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the collective agreement. During the grievance procedure, the Union shall, at the request of the Company, endeavor to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance.

Substance of Grievance Takes Priority

9.13

A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity.

Codification and Copies of Grievances

9.14

The Company agrees to inscribe on copies of its reply the codification indicated on every grievance submitted.

9.15

The Company agrees to distribute to the Union copies of the grievances submitted and copies of its reply to the Regional and Local Union office.

Grievance Meetings

9.16

The parties agree to hold grievance meetings as needed and within a reasonable time after the Company has received a grievance. Grievance meetings shall include an authorized representative of the Company and the Union.

Grievance meetings shall be held via electronic means of on Company premises at a time and date determined by mutual agreement.

Permission to Leave Work

9.17

Where the presence of an employee concerned by a grievance is required by the Union in order to discuss this grievance with the Company at the local hearing of the grievance procedure, the employee shall be granted permission to attend the grievance hearing, via phone or video conferencing.

Company's Reply

9.18

Within twenty (20) working days after receipt of a grievance, the Company shall reply in writing to the grievance.

Content of the Reply

9.19

The reply of the Company shall be sufficiently clear so as to determine the relationship between the collective agreement, the grievance and the Company's decision.

Failure to Reply by the Company

9.20

If the Company does not reply to the grievance within the prescribed time limit, the grievance may be referred to arbitration after the last day on which the Company was required to reply to the grievance.

Final Decision

9.21

Where a representative of the Company sustains a grievance, such a decision is final and binding upon the Company and should be implemented without delay. Should the sustaining of a grievance result in monetary compensation to an employee, the grievance number will be included on the employee's pay stub when the monies are paid.

9.22

If the decision is not implemented, the Union may, after thirty (30) working days, refer the grievance to arbitration and the arbitrator is then bound by the decision reached by the representative of the Company.

Withdrawal of Grievances

9.23

The Union may, by written notice, withdraw a grievance at any time. The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

Right to Arbitration

9.24

When a grievance has been presented and has not been dealt with to the satisfaction of the Union, the Union may refer such grievance to arbitration if it is a complaint concerning:

- (a) the interpretation, application, or alleged violation of the collective agreement, including any disciplinary measure and termination of employment;
- (b) any alteration of an existing working condition concerning the payment to an employee of a premium, an allowance or other financial benefit, or any discriminatory application of such premium, allowance or financial benefit.

Reference to Arbitration

9.25

When the Union decides to refer a grievance to arbitration, it shall notify the Company in writing.

Irregularities

9.26

The following procedure is established in order to accelerate the final resolution of grievances. Therefore, a grievance shall not be defeated because of any irregularities occurring in the application of this procedure.

Arbitrators

9.27

The parties agree that a sole Arbitrator shall be appointed by the Minister of Labour upon request by either party.

Location of the Sittings of Arbitration

9.28

The sittings of arbitration shall be held in the Company's offices, or any other facilities provided by the Company.

Arbitration Procedures

9.29

Subject to the following exceptions, all grievances shall be heard using the Regular Arbitration Procedure. Grievances concerning termination of employment including release for incapacity grievances (10.10), grievances that concern the unit as a whole or the Union as such, grievances concerning employees in more than one area, and policy grievances shall be heard in the Formal Arbitration Procedure.

Regular Arbitration Procedure

9.30

The regular arbitration procedure is an informal and accelerated mechanism to facilitate a speedy settlement of grievances arising out of the application of the collective agreement.

9.31

The parties shall meet at least one week prior to the arbitration hearing in order to exchange a copy of any document they intend to use during the arbitration, including precedents and authorities.

9.32

The parties shall, in collaboration, establish and attempt to agree on the facts relevant to each grievance.

9.33

The parties agree not to use lawyers to represent them in regular arbitration.

9.34

The hearing shall be conducted in the most informal and expeditious way that is possible according to the nature of the grievances and all circumstances.

9.35

Unless both parties agree, no written submission, precedent or authority shall be delivered to the arbitrator after the hearing.

9.36

The decision of the arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations.

Formal Arbitration Procedure

9.37

Grievances concerning termination of employment including release for incapacity grievances (10.10), grievances that concern the unit as a whole or the Union as such, grievances concerning employees in more than one area, and policy grievances shall be heard in the Formal Arbitration Procedure.

9.38

Grievances in the Formal Arbitration Procedure are not subject to the rules outlined in clauses 9.30 to 9.36.

Burden of Proof Concerning Qualifications

9.39

The burden of proof shall rest with the Company in all cases where it imposes any form of discipline.

Interim Decision

9.40

The arbitrator may render any interim or preliminary decision that he or she considers appropriate. He or she may also, when rendering a decision, remain seized of the grievance to determine the quantum of compensation payable, if any, if the parties fail to agree, or to correct clerical mistakes or errors arising from accidental slips or omissions, upon the request of either party.

General Powers of the Arbitrator

9.41

The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well founded, he or she may grant any remedy or compensation that he or she deems appropriate. More particularly, he or she may:

- (a) render a mere declaratory decision;
- (b) require the Company to rescind a decision which has been contested and to restore the situation as it existed prior to said decision;
- (c) evaluate the circumstances surrounding an abandonment of position or a resignation and decide in such a case on the validity of the employee's consent.

It is understood that the arbitrator shall be vested with all the powers conferred upon him or her by the British Columbia Labour Code.

Restriction of Power

9.42

The arbitrator shall not modify the provisions of this collective agreement.

Award Must State Grounds

9.43

The arbitration award must state the grounds on which it is based and be rendered as expeditiously as possible. The arbitrator may render the decision immediately but must give written reasons later on provided it is done within sixty (60) working days after the decision unless, owing to circumstances beyond the control of the arbitrator, it is not practicable to do so. In such a case, the award shall be executed without waiting for the reasons.

Future Cases

9.44

The final decision rendered by an arbitrator in the Formal Arbitration Procedure binds the Company, the Union and the employees in all cases involving identical and/or substantially identical circumstances.

Costs of Arbitrators

9.45

The Company and the Union shall share equally the fees and expenses of the arbitrator.

<u>ARTICLE 10</u> DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 Just Cause and Burden of Proof

- (a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his or her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.
- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Company and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

10.02 Personal File

- (a) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within ten (10) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with him or her.
- (b) Any unfavourable report concerning an employee and any report concerning an infraction beyond a period twelve (12) months, shall not be relied upon for progressive discipline.

10.03 Access to Personal File

Upon written request from an employee, he or she and/or his or her Union representative shall have access to his or her personal file in the presence of an authorized representative of the Company. The file should be made available within five (5) calendar days after the request.

10.04 Interviews

(a)	The Company agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his or her attendance record and to indicate:		
	i.	his or her right to be accompanied by a Union representative as specified in clause 10.06;	
	ii.	the purpose of the meeting, including whether it involves the employee's personal file;	
	iii.	that if the employee's personal file is to be considered during the interview, the employee and/or his or her Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with clause 10.03.	
(b)	The employee has the right to refuse to participate or to continue to participate in such interview unless he or she has received the notice hereinabove provided for.		
(c)	If the employee fails to appear at the interview and does not explain his or her inability to do so, the Company shall proceed unilaterally.		

10.05 Employee-Steward Relationship Confidential

The Company agrees that communications between an employee and his or her steward or other Union representative acting in that capacity are privileged and confidential and cannot be produced in evidence during arbitration.

10.06 Right to Representation

- (a) An employee summoned for an interview shall have the right, if he or she so requests, to be accompanied by a Union representative so that the latter may participate in good faith to the discussion and contribute to the clarification of the situation.
- (b) An employee's resignation for any reason will not be accepted until the shop steward is advised.

10.07 No Right to Discipline

An employee assigned on an interim basis to a managerial position cannot discipline other employees in the bargaining unit.

10.08 Termination of Employment

Article 9 and clause 10.01 shall apply mutatis mutandis to any form of termination of employment decided by the Company.

10.09 Release for Incompetence

For greater certainty, it is understood that a release for incompetence shall be dealt with in the manner provided for disciplinary measures mutatis mutandis.

10.10 Release for Incapacity

- (a) Where the Company intends to release an employee for incapacity, it shall notify the employee in writing at least thirty (30) calendar days in advance and transmit a copy of this notice to the local and regional offices of the Union within the same time limit.
- (b) If a grievance is submitted prior to the end of the thirty (30) calendar day period mentioned hereinabove, the employee shall not be released until the grievance has been settled or disposed of by the arbitrator.
- (c) The arbitrator seized of a grievance in relation to a release for incapacity may substitute his or her own opinion to the opinion of the Company on any issue raised by the grievance. He or she may, furthermore, render any decision that he or she considers just and equitable according to the circumstances.

ARTICLE 11 SENIORITY

11.01 Continuous Service

Continuous Service will be from the first date of hire with the Company. Continuous Service will be used for the calculation of vacation entitlement and is separate from Seniority.

11.02 Seniority

Seniority will be based on the date of hire, promotion or demotion into a classification. When an employee elects to promote or demote into either Full-time or Part-time, their seniority will be continued and no break in seniority will occur.

When a Full-time or Part-time employee demotes into a casual position, their seniority will reset from the date of the demotion.

A Full-time or Part-time driver, because of lack of work, that is demoted to casual, will maintain their seniority for full time work and all rights to bidding on schedules, charters and extra work prior to casual employees.

11.03 Seniority Lists

The Company shall post and maintain Seniority Lists at all terminals. The seniority lists will be made according to the seniority of the drivers in each of the different job classifications for each terminal/station.

The seniority lists will be divided according to the following job classifications:

- Regular full-time/Alternate Full-time employees
- Part time employees
- Casual employees
- These Seniority Lists will include:
- Full Name
- First Date of Hire with the Company (continuous Service)
- First Date of Hire within the Classification (Seniority)

<u>Article 12</u> <u>Driver Classification and EbusBC Dispatch Rules</u>

12.01 Regular Employee

An employee shall be considered a Regular Employee of the Company when:

- (a) They have completed their probationary period of 90 days.
- (b) They make themself available to the Company for full-time or parttime employment.
- (c) Casual employees are not considered Regular employees.

12.02 Classifications

Regular Full Time Driver: by definition will be a driver working a full-time (32+ hours per week) regularly scheduled line run. Full-time line run drivers will be offered any extra or unfilled work,

Regular Full Time Alternate Driver: by definition will be a driver working a full-time position without guaranteed hours, primarily working open work and Charters. Full Time Alternate drivers can work up to 40 hours per week or 80 hours bi-weekly.

Regular Part Time Driver: by definition will be a driver with a regular part time schedule that complements the full-time schedule on any designated run. Part time drivers will be eligible for full time classification ahead of casual drivers. Part-time drivers will be eligible for all work prior to Casuals being asked to cover work or extra work up to 40 hours per week. Part-time drivers can refuse work once they have fulfilled the obligations of their scheduled work.

Casual Driver: by definition will be a driver that is not in a Parttime or Full-time position. Casual drivers will be eligible for any work that remains once Full-time and Part-time Regular drivers have had the opportunity to select extra work.

12.03 Full-Time Alternate Work Schedules

Given that Full-Time alternates have no set schedule they have the right to book days off and refuse work if they are unavailable. Full-time alternates will be first up for all open work before any other driver up to 40 hours in a week. Once a Full-Time alternate has worked 40 hours in a week, they will not be available to work without overtime being paid.

12.04 Order of Call in for Extra work

Open work that cannot be filled by a Full-Time alternate, without overtime, will be offered first to part-time, then will be offered on a rotational basis among the Casual drivers. Should no Casual driver wish to do the work, it will be offered to Full-Time drivers.

12.05 Rotation of Work for Casual Drivers

Dispatch of Casual Drivers will be on a rotational basis, whereby a list of casual drivers is held. While the first occasion to bid on extra work will take place according to a sequence that follows the seniority of each driver from most senior to least, all subsequent extra work bids will proceed on a rotational basis. Dispatching in this fashion should allow the company to give a greater number of drivers a share of the available work. Casual drivers can refuse any and all work.

12.06 Force Out

Should no Casual or Part-time driver accept extra work, the junior Full-time driver who is not scheduled to work the same day will be made to take the extra shift, provided they have had their minimum 12 hours rest since their previous shift. Drivers who are forced out shall be paid as per article 17.02.

Article 13 Layoffs

Seniority shall prevail in the event of layoffs, with the most junior Regular Driver being laid off first, providing the senior driver is capable of performing the remaining work, but there shall be no job bumping privileges.

In the case of Layoffs concerning drivers due to lack of work at their home Terminal, the driver affected at that Terminal may exercise his or her seniority by moving to another Terminal within the Company where the junior employees are located. As soon as work becomes available employees will be recalled to their original home Terminal.

The Company agrees to hire laid off employees on a seniority basis, commencing with the most recently laid off employee.

No part-time or casual employee will be used while a regular employee is laid off.

Any employee who has been on layoff for twelve (12) or more consecutive months, shall be removed from the Seniority List and the Company shall be under no further obligation to such an employee. Laid off employees will be given consideration on available work in other divisions.

Article 14 Rates of Pay

The following rates of pay will apply for EbusBC Drivers:

(a) The *Mileage Rate* as of:

October 3, 2023, to June 30, 2024, will be \$.94 July 1, 2024, will be \$.96 July 1, 2025, will be \$.98 July 1, 2026, will be \$1.01 (b) The following *Overtime Rate* will apply for all extra work:

October 3, 2023, will be \$32 July 1, 2024, will be \$32 July 1, 2025, will be \$32 July 1, 2026, will be \$32

- (c) The mileage rate will apply to all scheduled revenue runs, with a given runs total mileage to be determined according to the calculations of the union-employer consultation committee. The mileage rate includes pre-trip and post-trip inspection,
- (d) Cushioning Rate will be 50% of the current mileage rate.
- (e) Dead Head trips, defined as a trip where a driver is driving a company bus for the purpose of moving equipment but is not carrying passengers, will be paid at 80% of the regular Mileage Rate.
- (f) Any Company imposed departure delays in scheduled line runs shall be paid at the overtime rate payable in 15-minute increments past the end of schedule.
- (g) All time beyond the end time of the schedule not caused by a delay as noted in (f); will be paid in 15-minute increments or majority thereof, at the overtime rate following the 15-minute grace period.

<u>Article 15</u> <u>Hours of Service, Hotel, Per diems</u>

The following rules shall apply:

- (d) Should a driver reach their hours of service limit and need a hotel room because they are away from their home terminal, the Company shall book and pay for the room.
- (e) Should a schedule run be built where the driver has to overnight, the Company will supply a hotel room and per diems for the meals, unless meals are provided for by the Company.
- (f) The driver shall be entitled to a per diem for meals that they would need in the normal course of the day until arriving back at their home terminals.
- (g) The daily per diem rates are as follows:
 - i. \$15.00 for breakfast
 - ii. \$20.00 for lunch
 - iii. \$25.00 for dinner

- (h) Should the driver, because of road closures or other adverse conditions that prevent them from reaching their home terminal as per their schedule, they shall also receive a payment of \$20.00 as incidental for each trip out of town.
- (i) The driver shall be reimbursed for any transportation that they need to use to get from the hotel to restaurants or back to the coach.
- (j) Should a driver be *rescued*, where the Company has a driver take over the bus at a designated location, the driver will be paid his or her full scheduled run and any extra hours that it will take until they arrive at their home terminal.
- (k) Should a driver become *stranded*, and not be able to return to their home terminal because of unanticipated problems either with road, equipment, weather, etc. the Company will pay the *overtime rate* for each hour until the driver reaches his or her hotel, and at a minimum ten (10) hours for each day beyond the drivers scheduled home return date. It is understood that the driver may be required to work at this time. Should this lead to a driver working over 10 hours, they shall be paid the greater amount.

Article 16 Charter Work

16.01 Charter Rate

October 3, 2023,	\$30.
July 1, 2024,	\$31.
July 1, 2025,	\$32.
July 1, 2026,	\$33.

(b) All Charter work will be paid at the current Charter rate, for all hours on duty.

16.02 <u>Charter</u> work

Charter work will be assigned as per Article 12.

16.03 Charter Per Diems

- Per diems for Charter work shall be a flat rate as follows:
- i. \$50.00 per day unless meals are provided by the charter or company.
- ii.

Article 17 Overtime

17.01 Overtime

All additional hours worked will be paid at the Overtime rate as outlined in Article 14.

17.02 Work on Day Off

- (a) A Regular Full Time driver who volunteers on their day off shall receive *Mileage Rate* plus Overtime Rate for all hours worked on the line run.
- (b) A Regular Full Time driver who volunteers to work on their day off shall receive 1.5 times the *Charter Rate* for all hours worked on a charter run.

17.03 Work Averaging Agreement

As per the terms of the Employment Standards Act, the Company and the Union have entered into a work averaging agreement. Under this 2-week pay period agreement, overtime is calculated over a 2-week period, and any hours worked over 80- hours in the 2 week pay period would be eligible for overtime. Wage averaging agreement is binding for each bid.

<u>Article 18</u> Daily Guarantee

When a driver is called and commences work, the following hours shall be guaranteed:

- (a) When an employee reports for work after being called and no work is available, the driver shall receive a minimum of four (4) hours work and/or pay.
- (b) Trip cancellation due to weather conditions, full pay shall apply. When a trip is cancelled with less than 12 hours' notice to the driver for reasons controllable by the Company, full pay for that day will apply.

If a driver departs on a schedule and trip is curtailed or cancelled while enroute, for any reason other than illness to driver, full pay shall apply.

(c) During inclement weather, reasonable attempt must be made to perform the trip.

<u>Article 19</u> Bidding for Work Schedules

There shall be a General bid every 4 months starting in January or by agreement with the Union and Company. The Bidding notice shall be posted a minimum of seven (7) days in advance.

All full timers shall bid for schedules by seniority. Should a schedule be created or become vacant between General bids, the new or vacant schedule shall be bid by full-time drivers.

Should a schedule be deleted, there shall be a general bid by Full-time drivers in the terminal/station where the deletion occurred.

<u>Article 20</u> Christmas Scheduling

The Union and the Company will meet and consult prior to December 15 to discuss what schedules and overloads will be used or contracted out to help over the Christmas period.

<u>Article 21</u> <u>Rest Area and Lunchrooms</u>

21.01 Rest Areas

The company agrees to provide in its Terminals/Stations a Rest area for Drivers to rest and be separated away from all noise and customers. Drivers on layovers will have a designated Rest area either at the Terminal/Station, or close by, to lay down and rest before continuing with their schedules. Rest areas must include, at a minimum, the following items:

- i. 1 reclinable padded chair
- ii. 1 microwave
- iii. 1 dining table with 1 chair

Further, the rest area must have a latching door to offer drivers the option of privacy and provide access to electrical outlets.

All schedules over 4.5 hours in driving time will have a rest area at the last terminal that occurs on the route. The minimum layover time between the arrival at the Terminal and the departure will be one (1) hour off duty.

21.02 Lunchroom and Washrooms

Lunchrooms and Washrooms shall meet the Occupational Health and Safety Regulations in British Columbia.

<u>Article 22</u> Vacation

22.01 Definition and Entitlement

- (a) An employee who is entitled to receive pay for at least ten (10) days in each calendar month of a vacation year, as defined in, shall earn vacation leave at the following rates:
 - i. An employee will receive 4% of total earnings and two (2) weeks per vacation year if he or she has completed less than four years.
 - An employee will receive 6% of total earnings and three (3) weeks per vacation year if he or she has completed four years or more.
 - An employee will receive 8% of total earnings and four (4) weeks per vacation year after he or she has completed nine years of continuous employment.
 - iv. An employee will receive 10% of total earnings and receive five (5) weeks per vacation year after he or she has completed fifteen years of continuous employment.
- (b) Vacation pay must be paid to an employee at least seven (7) days prior to the commencement of the employee's vacation or at the employee's request, when the request has been made with at least seven (7) days prior to the pay period payment date. This provision is to ensure that an employee has use of earned vacation pay on their Vacation.
- (c) Vacation entitlements reflect the total earnings of the preceding 12 months prior to each anniversary date, as per the B.C. Labour Relations Code.

22.02 Supplement for Casual employees

Casual employees will receive a supplement of eight-point four percent (8.4%) of pay in lieu of vacation, pension, benefits, stat holiday, and paid leave to which they are not entitled to by virtue of them not working as Regular employees. This supplement will be added to the regular pay of a casual employee.

<u>Article 23</u> <u>Benefits</u>

The medical and Group Insurance Plan covering all employees presently in effect shall be maintained, but nothing herein prevents the company from reviewing the Plan for potential saving as long as the coverage remains at the same level.

The short and long term disability plans will be maintained for the life of the collective agreement.

All Regular Full-time and Part-time employees working 20 hours per week or more will be eligible for enrollment in the Group Insurance Plan.

The company agrees to reimburse employees and spouses up to a maximum of (400.00) each, once every 2 years for eyeglasses upon receipt of prescription.

<u>Article 24</u> Retirement Savings Plan

Regular employees become eligible for enrollment into the Pension Plan after completion of their 90-day probation period.

The Company agrees to provide a Retirement Savings Plan with matching contributions as follows:

Employee	Company
1%	2%
2%	3%
3%	3%

<u>Article 25</u> Bereavement Leave

Regular employees who have completed their probationary period with the Company shall be entitled to:

- (a) When a death occurs in a regular employee's Immediate family, such employee will be granted, upon request, a period of time off for bereavement providing they attend the funeral.
- (b) Such driver will be paid at their regular rate of pay for their regular schedule for each working day lost for reasons related to the death to a maximum of three (3) working days.

A regular driver's immediate family is defined as a driver's spouse, mother, father, stepmother, stepfather, sons, daughters, stepdaughters, stepsons, sisters, brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother and grandfather.

<u>Article 26</u> <u>Statutory Holidays</u>

26.01 Designated Statutory Holidays

The following are designated paid holidays:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) B.C. day
- g) Labour Day
- h) National Day for Truth and Reconciliation
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day

26.02 Calculating Statutory Holiday Pay

Statutory holiday pay will be paid for all days listed in article 26.01. The payment will be based on the total mileage of the driver's schedule as per the master bid sheet divided by the number of days scheduled in a two week period. This statutory mileage will be indicated on the bid sheet.

Full-time alternates and casuals will be paid Statutory Holidays at 4.4 percent of total earnings.

Article 27 Sick leave

All employees are entitled to sick leave as per Provincial legislation and the BC Employment Standards Act.

<u>Article 28</u> <u>Uniforms</u>

28.01 Uniform Entitlement

(a) The Company will pay 100 percent of the total cost of one (1) uniform set. The uniform set will consist of the following:

i.	4 Shirts
ii.	2 Ties
iii.	3 Pairs of pants
iv.	1 Parka

- (b) Each year the Company will provide two shirts and 1 pair of pants. One parka will be supplied every 4 years. Ties will be replaced as needed.
- (c) Employees will be provided with their choice of short sleeve or long sleeve shirts, or a combination of.

28.02 Uniform Cleaning

If uniforms need cleaning through normal drivers' duties, they will be paid for upon presentation of a receipt. The Company will replace any part of a driver's uniform damaged beyond repair or permanently stained. Uniforms will be replaced as necessary.

28.03 Footwear

Black shoes with appropriate soles and support is the responsibility of the driver. The Company will reimburse employees, upon providing a receipt, up to a maximum of \$150.00 per year for the purchase of footwear.

28.04 <u>General</u>

Non-Company issued uniform pieces cannot be worn unless prior approval has been obtained from management. Ties must be worn at all times when operating coaches, except as provided below:

(a) Shirts without Tie may only be worn during the period of June 15 to September 15.

<u>Article 29</u> Physical or Medical Examination

Any company requested or government required physical or medical examination, shall be promptly complied with by all employees.

The Company shall pay for such physical or medical examination and for all time lost as a result thereof, during his regular working hours. Should the examination be outside the employee's normal working hours and days they shall be paid a minimum of 4 hours or for the time it takes, whichever is greater.

Article 30 Bus Safety

It shall be the responsibility of the Bus Operators to contact and report to management in writing when a bus appears to be unsafe or not in proper mechanical condition before it is taken out on any trips or when "it is returned to the garage." It is to the mutual advantage of the Company and the employees that the employees shall not operate vehicles which are not in safe operating condition.

When an employee is subpoenaed by the Courts, if it pertains to Company business or an occurrence while on duty, the employee shall suffer no loss of pay.

<u>Article 31</u> Schedules and Charters

All schedules will be consulted on with the Union under Article 8. This includes changes to the current schedules and any changes in time or pick up points.

All new schedules must have a minimum of 30 minutes break between arrival and departure if the driver has been on the road for 5 hours or more.

It is understood that currently there are schedules that historically have less break time built into them, if these change, they will be built to conform with the above principles.

Overload schedules will be created where there is a need for them at the company's discretion, but they must conform to the above principles.

<u>Article 32</u> <u>Probationary Period</u>

The probationary Period will be for 90 days from the date of hire.

<u>Article 33</u> <u>Health and Safety Representative</u>

Joint Health and Safety Committee (JHSC) shall be responsible for conducting monthly workplace inspections by Inspecting the Physical condition of the workplace for reviewing and making recommendations to Management.

33.01 Representative

There will be one member of the bargaining unit per terminal who will act as the health and safety representative. The health and safety representative, upon their selection by the Union will receive, and be paid at the *Overtime Rate* for, at least 4 hours of health and safety training.

Training for employees that are involved in conducting inspections will be provided with formal inspection training as well as on-the-job inspection training. The Training will cover the pre-planning required, how to conduct inspections, identification of hazards, assigning corrective actions, follow up and close out of deficiencies identified during the inspection.

The health and safety representative will receive the *Overtime Rate* of pay for all time that is spent in health and safety meetings with the employer and attending to all duties related to their function.

33.02 Function

The health and safety representative will meet at least once per quarter (4 times per year) with the employer.

33.03 Disagreements

When a health and safety representative decide that they cannot resolve a problem, they may agree to resort to the services of an impartial outside person, whose qualifications as a safety expert are recognized, and who will be invited to join the committee or assist the health and safety representatives to discuss the problem and propose solutions.

33.04 Information and Investigations Concerning Work Accidents

(a) The employer shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of the health and safety representative where applicable.

> Reports of these investigations, including police reports if made and are available, shall be submitted to the health and safety representative, who may request further information from the person who conducted the investigation.

- (b) The employer shall provide the employees concerned and the health and safety representative with a copy of the work accident report.
- (c) The employer shall provide the local of the Union with a copy of the WorkSafeBC Report of Accident.

33.05 Restriction on Lifting

No individual driver shall be required to lift by hand any object more than twenty-seven point two two (27.22) kilograms [sixty (60) pounds].

If the driver deems the bag to be in excess, the customer shall be required to assist with the loading of their package.

33.06 Right of Refusal

- (a) A driver has the right to refuse to do particular work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another employee.
- (b) The driver may not however exercise the right granted under paragraph 31.07(a) if the refusal to perform this work places the life, health, safety or physical well- being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the driver.
- (c) When a driver refuses to do particular work in accordance with paragraph 33.13(a):
 - i. They shall inform his or her supervisor/dispatcher without delay;
 - ii. They shall suffer no loss of salary during the period for which he or she withdraws his or her services;
 - iii. They are entitled to be present while the investigation provided for hereinafter is conducted;
 - iv. until the situation is remedied, no other driver may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;
 - v. until the situation giving rise to the refusal to work is corrected, the employer may assign temporarily the driver to another job providing that it is similar to his or her own, that the driver does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.
- (d) As soon as the employer is informed by the driver it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a Union representative, and the driver

concerned. Should the driver concerned, or the Union representative choose not to be present, the investigation may nevertheless proceed.

(e) When a driver seeks, for frivolous reasons, to dishonestly take advantage of this clause, the employer will consider the said employee liable to disciplinary measures.

<u>Article 34</u> Work in the Bargaining Unit

34.01 Work in the Bargaining Unit

- (a) The Company agrees to not contract out regular bargaining Unit work except in emergency situations where there no bargaining Unit member is available to do the work.
- (b) Contracting out can only occur if all bargaining members are working or will work when the contracting out will occur.
- (c) Contracting out can only occur for short periods of time to help in situations where high ridership is occurring and the company has no employees or buses/coaches available to do the work. Any period longer than 1 week will require consultation with the Union and the Company. A "short period of time" is defined as one week.
- (d) The company can contract out Charter work if it has been offered to the bargaining unit members and no one is available to do the work.
- (e) No Driver will suffer any loss of pay from contracting out.
- (f) All EbusBC coaches on revenue trips will be operated by EbusBC operators when available.

<u>Article 35</u> <u>Training</u>

35.01 Training

The Company will share with the Union all materials that it intends to share with drivers prior to sending them to the employees, such that the Union can review the materials and if needed request consultation.

For any required training the Company will pay a minimum three hours at the *Overtime rate* outlined in Article 14, for all materials sent that take under three hours to review and complete and will pay an additional hour of pay at the *Overtime rate* for each subsequent hour that it takes to review and complete any given materials. It is understood that communications and bulletins are not considered as training.

Article 36 Union Leave

36.01 Union Leave

Upon written request of a minimum five (5) working days, the Company shall not unreasonably deny Leave Without Pay for any employee who requests leave for Union business, with written authorization of the Union.

<u>Article 37</u> Distribution of Collective Agreements

Upon Ratification of this Collective Agreement, the Company will produce and distribute a hard copy to all employees covered by this Collective Agreement.

<u>Article 38</u> Duration of the Collective Agreement

38.01 Term of the Agreement

Except where otherwise specified, the terms and conditions of the Collective Agreement are effective and binding on the Corporation and the Union from the date of the signing of the Collective Agreement until June 30, 2027.

38.02 Period of Application

For greater certainty, the words "term of this agreement". "duration of this agreement" and "life of this agreement", as found throughout this agreement, include the period of time during which this agreement remains in full force and effect after its expiry date.

38.03 Notice to Bargain

Either party to this agreement may, within four (4) months immediately preceding the date of expiration of the term of this Collective Agreement, by notice, require the other party to commence collective bargaining. Within ten (10) working days after notice to bargain has been given, the parties shall enter into negotiations.

Letter of Understanding #1 Retroactive Payment

Without precedent or prejudice to any position that any party may take in future cases or have taken in past cases involving similar or identical matters and/or circumstances, the Company and the Union hereby agree to the following terms and conditions:

1. There will be a one-time lump sum retroactive payment for drivers at a rate of \$.04/mile for all miles driven during the period between January 1, 2023, and October 2, 2023.

2. This retroactive payment will be issued not more than 45 days from the ratification of this Collective Agreement.

Letter of Understanding #2 Provincial/Federal Jurisdiction

In the event that the industry reverts to a Federal jurisdiction, it is agreed and understood that a joint Company and Union meeting must take place within 30 days of announced change.

The intent of this review meeting is to see the impact on current articles of the CBA from changing Provincial to Federal.

The Canadian Union of Postal Workers

Troy Coburn, Regional Education and Organization Officer

Wes McIntosh, Regional Grievance Officer

Pat Bertrand, Driver

Andrew Ronalds, Driver

EBus Company

John Davis, Human Resources Director, STC

Glen Desjardine, Director of Operations, EBus

Lisa Davis, GM, PWT, Motor Coach Division

Signed on the <u>S</u> day of <u>APEIL 2024</u>