

COLLECTIVE AGREEMENT

Between

**Kimberley Community Transportation Committee
for the Handicapped Service Society**

And

United Food and Commercial Workers, Local 1518

April 1, 2018 to March 31, 2023

Ratified by member vote: February 8, 2018



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2.04 **Union Shop**

All employees covered by this Agreement who were members of the Union on the date of certification or thereafter became members shall maintain such membership as a condition of continued employment. All new employees covered by this Agreement shall, as a condition of employment, become and remain Union members in good standing within thirty (30) days of employment.

2.05 **Bargaining Unit Defined**

The Union agrees that management, or their relief, shall be excluded from the bargaining unit and not covered by the terms of this Collective Agreement.

2.06 The Employer agrees to notify the Union office and Shop Steward, in writing, of the employment status of all employees in the bargaining unit, and will identify on the list of employees their telephone number, address, Union dues deduction, all hours worked accumulated from date of hire on a monthly basis, new employees hired, and those who have left the employ of the Employer.

“Employment status” shall include full-time, part-time, casual, and the employee classification.

2.07 **Deduction of Union Dues**

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees and Union dues, as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer.

The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose, and the total amount deducted during the month or four-week period. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

2.08 **Employer and Union Shall Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 2. A new employee shall be advised of the name and telephone number of the Shop Stewards. The Employer shall provide the employee with a copy of the Collective Agreement for this purpose. The Employer agrees that a Shop Steward shall be given an opportunity to interview new employees sometime during their orientation for the purpose of acquainting new employees with the benefits and duties of Union membership.

ARTICLE 3 – Management Rights and Responsibilities

- 3.01 The Union agrees that the right to hire, fire, suspend, promote, demote, and the management, operation, and direction of its working forces is vested solely with the Employer including the right to maintain order and discipline, except as this Agreement otherwise specifies.
- 3.02 The Employer may conduct its business in all respects in accordance with its commitments and responsibilities to the purchaser of the service including the right to maintain and improve efficiency.
- 3.03 Employees shall be governed by policies adopted by the Employer, provided such policies are not in conflict with the provisions of this Agreement. Policies and procedures shall be communicated to new employees during their orientation period. Any revisions to policies and procedures shall be communicated to all employees two (2) weeks in advance of implementation by including copies with employees' pay cheques.

ARTICLE 4 – No Cessation of Work

- 4.01 During the life of this Agreement, the Employer agrees that it will not direct a lockout of employees, and the Union agrees that neither the Union nor any employee shall authorize, encourage, or participate in any illegal strike, suspension of work, or work slowdown.

ARTICLE 5 – Picket Lines

- 5.01 The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross a legally established picket line. Any employee not reporting to work as a result of this provision will be considered absent without pay.

ARTICLE 6 – Employees' Files

- 6.01 Copies of all appraisal and discipline entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording.

Adverse appraisals and discipline entries are subject to grievance by the employee.

Upon request of the employee, any disciplinary document, other than discipline relating to client abuse or financial exploitation and performance appraisals, shall be removed from the employee's file eighteen (18) months from the date it was issued, provided there have not been any further disciplinary actions against the employee. Record of suspensions shall remain in the employee's file for a period of eighteen (18) months following the expiry of the suspension.

Employees shall be entitled, upon reasonable notice, in writing, to access their personnel file in the office in which it is normally kept.

ARTICLE 7 – Union Activity

7.01 Union Full-Time Leave of Absence

Leave of absence without pay of up to one (1) year shall be granted to an employee who has been elected or appointed to a full-time office or position with the Union. The employee so

elected or appointed must give one (1) month's notice to the Employer. This will not result in any cost to the Agency. This provision will be available to one (1) employee at any one time and will be renewable on a yearly basis. Seniority and time-related benefits shall be maintained and accrued during the employee's absence.

7.02 **Union Short-Term Leave of Absence**

- (a) Employees may request a short-term leave of absence without pay to attend Union conventions, contract negotiations, or to perform other functions on behalf of the Union. Requests must be submitted to the Employer, in writing, with at least two (2) weeks' advance notice. Two (2) employees at any one time may be granted such leave. Seniority shall be maintained and accrued during such leave of absence.
- (b) When leave of absence is granted pursuant to (a) above, the employee shall be paid for all hours normally scheduled and all hours they would have received had their availability not been restricted by the leave of absence. The Union shall reimburse the Employer for salary and benefit costs.

ARTICLE 8 – Stewards

8.01 The Employer agrees to recognize Shop Stewards and alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to the Agency.

The Employer recognizes the Union's right to select Shop Stewards on the following basis:

- (a) One (1) Shop Steward and one (1) alternate.
- (b) No employee shall be recognized as a Shop Steward until the Union advises the Employer of the names of the employees designated as Shop Stewards.

8.02 A Steward or alternate shall obtain the permission of their dispatcher before leaving their work to perform duties as a Steward. Leave for this purpose shall be without loss of pay and shall not be unreasonably withheld. Before returning to work, the Steward will notify the dispatcher. Stewards will complete their duties in an expeditious manner.

8.03 **The duties of a Steward are:**

- (a) Investigation of complaints;
- (b) Investigation of grievances and assisting employees in presenting a grievance in accordance with the grievance procedure;
- (c) Supervision of ballot boxes during ratification votes; and
- (d) Attending meetings at the request of the Employer.

There shall be no loss of wages, seniority, or fringe benefits because of time spent by a Shop Steward in the performance of the above duties.

- 8.04 Employees shall be informed of their right to have a Shop Steward present, if the employee so chooses, at disciplinary meetings with the Employer provided this does not result in undue delay in the meeting being held.
- 8.05 The parties agree that in order to facilitate the orderly resolution of disputes and/or grievances, there shall be a thorough discussion of the circumstances involved in the matter.

ARTICLE 9 – Adjustment of Complaints

9.01 Grievance Procedure

Should a dispute arise between the Employer and an employee covered by this Agreement regarding the interpretation, application, operation, or alleged violation of this Agreement, or the dismissal, discipline, or suspension of an employee covered by this Agreement, the dispute will be resolved in the following manner:

Step 1

The employee concerned, with or without the Shop Steward, at the employee's option, shall discuss the dispute with the dispatcher, who will consult with the Directors.

Step 2

If the dispute is not resolved orally at Step 1, the Union Steward may submit a written grievance to the dispatcher within fourteen (14) days of the alleged action, and the Directors shall respond, in writing, ten (10) days after the submission is made.

Step 3

If the dispute is not resolved at Step 2, a Union Representative, or designate, may submit the grievance at Step 3 in writing, to the Directors within fourteen (14) days after the decision at Step 2 has been conveyed, or within fourteen (14) days after the decision at Step 2 was due. The grievance will state the Article or Articles alleged to have been violated and the remedy sought, and the Directors will respond, in writing, within ten (10) days of receipt of the grievance.

Step 4

If the grievance remains unresolved at Step 3, the matter may be submitted to arbitration within twenty-one (21) days of the receipt of the response at Step 3, or within ten (10) days of the response being due.

9.02 Authority of Board

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor alter, modify, or amend any part of this Agreement.

9.03 Selection of Arbitrator

The parties will agree on an Arbitrator within thirty (30) days of the grievance being referred to arbitration under Step 4 of the grievance procedure. If the parties fail to agree upon an Arbitrator within the thirty (30) days, either party may request the Minister of Labour of British Columbia to make the appointment.

- 9.04 In the case of suspension or discharge, the grievance procedure will commence at Step 3.

9.05 **Expenses of Arbitration**

Each of the parties to the arbitration will bear its own expenses and jointly bear the expenses of a mutually agreed upon Arbitrator.

9.06 **Time Limits**

The time limits established in this Article may be altered by the written mutual agreement of the parties. If an employee or employee representative fails to present a grievance within the time limits, the grievance will be deemed abandoned.

9.07 **Industry Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, _____, or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to industry troubleshooter only after the completion of Step 4 of the grievance procedure.

9.08 **Expedited Arbitration**

1. By mutual agreement, the parties may refer a grievance to expedited arbitration.
2. As the process is intended to be informal, lawyers will not be used to represent either party.
3. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
4. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Industrial Relations Act.
5. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
6. The decision of the arbitrator is to be mailed to the parties within three (3) working days of the hearing.
7. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

8. All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
9. The parties shall equally share the costs of the fees and expenses of the arbitrator.
10. The expedited arbitrators who shall act as sole arbitrators, shall be _____.
11. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 – Discipline and Discharge

10.01 For Just Cause

The Employer may discipline any employee for just cause subject to the following procedures:

- (a) In the case of gross misconduct such as theft, assault or mistreatment of a client, discharge of the offending employee can be immediate and without notice. Otherwise, the procedure laid out in subsection (b) of this section shall be followed.
- (b) The Employer will, where appropriate in the circumstances, give an employee a verbal or written warning; copies of such warnings will be sent to the Union and the Chief Shop Steward. If there are further problems after a written warning, or the situation warrants, the Employer may suspend the employee. Where a written warning has been given, followed by a suspension, and there are further problems, then the Employer may discharge the employee.
- (c) Any disciplinary action by the Employer is subject to Article 9 - Grievance and Arbitration Procedure. If an employee is suspended or discharged, the Employer shall give the employee the reasons for the discharge or suspension, in writing, with a copy to the Union office and the Shop Steward.

10.02 If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause or has been improperly laid off, that employee will be reinstated to the employee's former position or one of equal rank or salary range without loss of seniority, rank, or benefits and shall be entitled to all the rights, benefits, and privileges which the employee would have enjoyed if the discharge, suspension or improper layoff had not taken place.

10.03 Benefits on Termination

If an employee is discharged or resigns, the employee shall be paid in full all monies owing within seven (7) days.

ARTICLE 11 – Definition of Employees

11.01 Full-Time Employees

- (a) A full-time employee is one who works thirty-seven and one-half (37-1/2) hours per week.
- (b) Full-time employees are entitled to all benefits of this Agreement.

11.02 **Part-Time Employees**

- (a) A part-time employee is one who works a minimum of fifteen (15) hours per week, and less than thirty-seven and one-half (37-1/2) hours per week, or an average of fifteen (15) hours per week over a consecutive three (3) month period.
- (b) A part-time employee is entitled to all the benefits of the Collective Agreement, on a pro rata basis, with the exception of benefits provided in Article 22, which shall be paid on the same basis as for full-time employees.

11.03 **Casual Employees**

- (a) A casual employee is one who works less than fifteen (15) hours per week, or is used on an as-and-when required basis.
- (b) Casual employees are entitled to all the benefits of the Collective Agreement except the following: Articles 18, 19, 21 and 22.

Casual employees shall be entitled to statutory holiday pay if they work fifteen (15) days in the thirty (30) days preceding the statutory holiday.

Casual employees shall receive vacation pay in accordance with Article 20.01. Two thousand and eighty (2,080) hours shall constitute one (1) year's service.

ARTICLE 12 – Probationary Period and Seniority

12.01 **Probationary Period**

A new employee shall be subject to a probationary period of three hundred and sixty (360) hours of paid employment or three (3) months whichever comes first. During this period, a probationary employee may be terminated for just cause. The test of just cause shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed.

If the Agency can demonstrate that the employee has not worked sufficient hours to adequately evaluate the employee, the Union and the Employer shall agree to extend the probationary period.

12.02 The Employer may carry out a performance appraisal of an employee at any time during an employee's probationary period. When such an appraisal is carried out, the employee will be made aware of, and given a copy of, the appraisal. The employee shall be paid for time incurred during the appraisal.

12.03 Seniority is defined as the length of continuous employment with the Employer based on the employee's most recent date of hire.

12.04 **Seniority List**

An up-to-date seniority list shall be sent to the Union and Shop Stewards twice (2 X) per year, indicating address, telephone number, most recent date of hire, rates of pay, classification and employment status (i.e.: W.C.B., sick leave, maternity leave). The list may be subject to correction for error upon proper representation by the Union.

12.05 **Loss of Seniority**

Seniority shall be lost if an employee:

- (a) voluntarily leaves the employ of the Employer, or
- (b) is discharged for just cause, or
- (c) after a layoff fails, without good cause, to report for work within five (5) working days after being recalled by registered letter, or
- (d) is absent without leave for five (5) working days without a satisfactory reason, or
- (e) is on continuous layoff for more than one year.

12.06 Probationary employees are entitled to all rights and privileges of this Agreement except as otherwise noted in the Agreement.

ARTICLE 13 – Maternity Leave/Parental Leave

13.01 **Maternity Leave**

- (a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.

The request must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and may, at the Employer's discretion, require a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

- (b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (c) A request for a shorter period under subsection (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (e) Where an employee who has been granted leave of absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave,

the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one (1) or more certificates, but not exceeding a total of six (6) consecutive weeks.

13.02 Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- (b) A request under subsection (a) must:
 - (i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - (ii) be accompanied by:
 - (aa) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Article 13.1, or
 - (bb) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:
 - (i) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 13.1, unless the Employer and the employee agree otherwise;
 - (ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child; and
 - (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If
 - (i) the newborn child or adopted child will be, or is at least, six (6) months of age at the time the child comes into actual care and custody of the mother or father, and
 - (ii) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

13.03 Combined Maternity and Parental Leave

An employee's combined entitlement to a leave of absence from work under Articles 13.1 and 13.2 shall not exceed thirty-two (32) weeks.

13.04 An Employer may require an employee to commence a leave of absence under Article 13.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

13.05 Employment Deemed Continuous

The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 20 and 22, and the Employer shall continue to make payments to the plans in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

13.06 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in a Collective Agreement, comply with subsection (a).

ARTICLE 14 – Leaves of Absence

14.01 Leaves of Absence Without Pay

Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Benefits will continue to accrue if the absence or accumulation of unpaid leaves of absence is less than twenty (20) working days in any calendar year. Benefits will not be earned or accrued when the leave, or accumulation of leaves, exceeds twenty (20) working days in any calendar year. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks' notice.

14.02 Paid Leave – Compassionate

Compassionate leave of absence of up to four (4) days' pay to compensate for loss of income for scheduled work days shall be granted by the employer upon request of an employee to attend or make arrangements for the funeral of a spouse, child, parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, legal ward, grandparents, grandchild, and a person who permanently resides in the household with whom the employee has a legally recognized relationship.

Additional days without pay shall be granted for travelling time when necessary. Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

Compassionate leave shall not apply when an employee is on an unpaid leave of absence, unless the leave of absence was granted for the purpose of caring for a terminally ill family member.

If an employee is on vacation at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation credits.

14.03 Educational Leave (Employer's Request)

An employee shall be granted leave with pay to take courses at the request of the Employer, or required by the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, course required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

14.04 Educational Leave (Employee's Request)

Employees who have completed four (4) years of service may request unpaid leave of absence of up to one (1) year to take continuing education courses. Such requests will be made, in writing, at least one (1) month in advance of the requested start of the leave and will be subject to the approval of the Employer. Seniority and benefits shall not accrue or be earned during such leave.

Employees will be able to maintain health care plan coverage by prepaying the employee's and the Employer's share of the premium.

14.05 Employer to continue to provide CPR and continuing education for employees so required to take.

14.06 Court Duty

Full-time and part-time employees who are required by law to serve as jurors or subpoenaed as witnesses in any court of law, provided such court action is not occasioned by the employee's private affairs, will be granted leave of absence without loss of pay for this purpose for a period of ten (10) days, providing that the employee concerned deposits with the Employer any monies received other than for reimbursement of expenses.

14.07 Employees shall be granted an unpaid leave of absence to run for public office, without gain or loss of seniority, subject to the following provisions:

- (a) three (3) months' leave of absence prior to elections for campaigns, and
- (b) up to five (5) years' leave of absence to hold political office.

ARTICLE 15 – Hours of Work and Scheduling

15.01 The work week shall provide for service Monday through Friday.

15.02 Hours

- (a) The hours of work shall be seven-and-a-half (7-1/2) hours per day, including two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon as

schedule allows, exclusive of an unpaid meal period or thirty-seven-and-a-half (37-1/2) hours per week.

- (b) Regular hours are defined as those accomplished by regular drivers in the process of completion of the scheduled shifts outlined in Article 15.03(a). Regular hours shall also include any contract or seasonal hours which are routinely scheduled shifts.
- (c) Relief hours are defined as hours that come about as a result of temporary absence of any regular driver through circumstances such as, but not limited to, vacations, sickness, LOA's, WCB, accident, etc.

15.03 **Shift Schedules**

- (a) Drivers may be scheduled according to the requirements of contracts or seasonal customers.
- (b) Employees shall not be required to work more than five (5) consecutive days without receiving two (2) days off work.

15.04 **Casual Employees**

- (a) Casual employees may be scheduled to less than fifteen (15) regular hours per week. Additional regular hours may be assigned where scheduling requires and where no full-time or part-time employee is available.
- (b) All relief hours shall be offered to casual drivers by seniority.
- (c) It is understood that casual employees shall be entitled to unpaid vacations based on years of seniority, scheduled pursuant to Article 20.3.

15.05 **Minimum Hours**

- (a) Any employee who is called in to work shall receive a minimum of two (2) hours' pay.
- (b) An employee reporting to work at the scheduled time and place but unable to commence their duties for reasons beyond the control of the Employer, shall be required to immediately report the situation to their dispatcher. Where possible, the employee will be reassigned to an alternate work site. Where no alternate work is available, the employee shall receive payment for the shift to a maximum of four (4) hours' straight-time pay.

15.06 **Meal Period**

Employees shall be scheduled a forty-five (45) minute unpaid lunch period as close to mid-shift as possible.

15.07 **Time Spent Doing Paperwork**

The Employer shall pay one and one-half (1.5) hours pay at straight-time rate for month-end statistics preparation to full-time and part-time employees. Casuals shall be paid the above rate if they work more than fifteen (15) day shifts in a month

ARTICLE 16 – Overtime

16.01 Planned overtime shall be offered by seniority.

- 16.02 (a) Overtime is that time worked by an employee in excess of seven and one-half (7-1/2) hours in a day, or in excess of thirty-seven and one-half (37-1/2) hours in one (1) week.
- (b) An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.
- 16.03 Overtime shall be paid monthly at one and one-half times (1-1/2X) regular rate of pay.
- 16.04 All employees have the right to refuse to work overtime except in emergency situations without being disciplined for so refusing.

ARTICLE 17 – Vacancy Posting, Promotions, and Staff Changes

- 17.01 Any job vacancy occurring within the Agency must be posted for fourteen (14) calendar days. Copies of job postings will be included with the employees' pay cheques. Closing dates for all job postings shall be five (5) days after the posting period. The Employer may make temporary placements pending selection decisions.
- 17.02 Such posting shall contain the following information:
- (a) nature of the classification;
 - (b) required qualifications;
 - (c) experience;
 - (d) skills; and
 - (e) days of work, weekly range of hours, and shift time frame, which may be varied due to operational requirements.
- Employees who successfully bid into a job posting in their existing classification shall not serve a trial period pursuant to Article 17.03.
- 17.03 The successful applicant shall be placed on trial for a period of two (2) calendar months. Conditionally, on satisfactory service, such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their former classification and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former classification and wage rate without loss of seniority.
- 17.04 In the filling of vacancies, skill, experience, and qualifications will be the determining factors. Where the Employer determines these to be equal between applicants, seniority will be the determining factor.

17.05 When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.

If agreement cannot be reached within thirty (30) days of notice of the change being given to the Union, the matter will be referred to arbitration pursuant to Article 9.1, Step 4.

ARTICLE 18 – Layoff and Recall

18.01 Layoff

If it becomes necessary to eliminate all of the hours of work of a full-time or part-time employee, the Employer shall inform the Steward and the Union. The employee with the least seniority shall be the first laid off provided the remaining employees are suitable to perform the work remaining. All laid off employees shall be placed on the recall list.

18.02 Recall

Employees on layoff shall be recalled in order of seniority with the Employer provided the employee being recalled is available and suitable to perform the available hours. Employees shall remain on the recall list for a maximum of one (1) year.

18.03 The Union agrees that the Employer retains the right to lay off and recall employees.

18.04 It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address and telephone number. Employees shall be recalled by registered mail to the last address of the employee known to the Employer. A copy of such notice shall be sent to the Union office. The recalled employee must indicate their intention to return to work within five (5) days of receipt of the recall notice.

The employee, upon receiving notification of recall and having agreed to return to work, shall return at a time suitable to the Employer, but not without consideration to the employee who may need time to rearrange personal affairs.

18.05 After six (6) months employment, full-time and part-time employees who are terminated, for reasons other than just cause, shall receive written notice or pay in lieu of notice as follows:

After six (6) months' employment - two (2) weeks

After three (3) consecutive years' employment – one (1) additional week, and for each subsequent completed year of employment, an additional week up to a maximum of eight (8) weeks.

ARTICLE 19 – Statutory Holidays

19.01 Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal governments on the day in which they fall on the calendar:

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

- 19.02 (a) Full-time and part-time employees who are required to work on the designated holiday shall be compensated at time and one half (1-1/2X) for all hours worked and shall receive an additional day's pay, pro-rated, for part-time employees, but will not have another day off in lieu of the holiday.

Casual employees who are required to work on the designated holiday shall be compensated at time and one-half (1-1/2X) for all hours worked.

- (b) Full-time and part-time employees who are not required to work on the designated holiday, or if the designated holiday falls on a scheduled day off, shall receive a day's pay. The day's pay shall be seven and one-half (7-1/2) hours.
- (c) If the designated holiday falls on a scheduled day off, the employee may request another day off without pay, in addition to (a) above, in lieu of the statutory holiday. The day off shall be scheduled by mutual agreement between the Employer and the employee within thirty (30) calendar days of the statutory holiday. Every effort shall be made to schedule the day off in conjunction with the employee's normal two (2) days off.

ARTICLE 20 – Vacations

20.01 Annual Vacation Entitlement

Regular employees shall earn the vacation entitlement as follows:

- (a) Up to one (1) year's continuous service – ten (10) working days' vacation, based on four percent (4%) of straight-time pay.
- (b) After (1) one year's continuous service – fifteen (15) working days' vacation, based on six percent (6%) of straight-time pay.
- (c) After three (3) years' continuous service – sixteen (16) working days' vacation, based on six point four percent (6.4%) of straight-time pay.
- (d) After four (4) years' continuous service - seventeen (17) working days' vacation, based on six point eight percent (6.8%) of straight-time pay.
- (e) After five (5) years' continuous service – eighteen (18) working days' vacation, based on seven point two percent (7.2%) of straight-time pay.
- (f) After six (6) years' continuous service – nineteen (19) working days' vacation, based on seven point six percent (7.6%) of straight-time pay.
- (g) After seven (7) years' continuous service – twenty-two (22) working days' vacation, based on eight point eight percent (8.8%) of straight-time pay.

- (h) After eight (8) years' continuous service – twenty-three (23) working days' vacation, based on nine point two percent (9.2%) of straight-time pay.
- (i) After nine (9) years' continuous service – twenty-four (24) working days' vacation, based on nine point six percent (9.6%) of straight-time pay.
- (j) After ten (10) years' continuous service – twenty-five (25) working days' vacation, based on ten percent (10%) of straight-time pay.
- (k) After eleven (11) years' continuous service – twenty-six (26) working days' vacation, based on ten point four percent (10.4%) of straight-time pay.
- (l) After twelve (12) years' continuous service – twenty-seven (27) working days' vacation, based on ten point eight percent (10.8%) of straight-time pay.
- (m) After thirteen (13) years' continuous service – twenty-eight (28) working days' vacation, based on eleven point two percent (11.2%) of straight-time pay.
- (n) After fourteen (14) years' continuous service – twenty-nine (29) working days' vacation, based on eleven point six percent (11.6%) of straight-time pay.
- (o) After fifteen (15) years' continuous service – thirty (30) working days' vacation, based on twelve percent (12%) of straight-time pay.

The vacation year shall be April 1 to March 31. Vacation earned to March 31 of year will be taken in the following April 1 to March 31 period, including the first (1st) year of service upon the employee completing the probationary period.

20.02 **Vacation Pay on Layoff, Resignation, or Dismissal**

Upon layoff, resignation, or dismissal, an employee shall receive vacation pay equivalent to vacation entitlement, less any actual vacation time taken.

20.03 **Vacation Scheduling**

All employees shall submit preferred vacation schedules to the supervisor by February 15 of each year or upon completion of their probationary period. Vacation requests shall be approved by March 15. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer. Subject to operational requirements, vacations shall be scheduled on the basis of seniority.

Applications for preferred vacation schedules submitted after February 15 will be scheduled on a first-come, first-served basis.

Vacations must be scheduled during the vacation year. Vacation time cannot be carried over into the next vacation year nor will vacation time be paid out. All vacation time not requested will be assigned by the Employer three (3) months prior to the end of the vacation year.

20.04 **Compensation for Statutory Holidays falling within Vacations**

When a designated statutory holiday falls within an employee's annual vacation, the employee shall be granted an additional day's vacation with pay for each designated holiday in addition to the employee's vacation time.

20.05 **Split Vacations**

Subject to operational requirements, employees wishing to split their vacations shall exercise their seniority rights in the choice of first vacation period. Seniority shall prevail in the choice of the second period only after all first choices have been made.

20.06 When an employee becomes ill or suffers an accident prior to vacation, or if the employee is hospitalized during vacation, the employee shall be entitled to utilize sick leave for the duration of the illness or disability without loss of vacation time.

20.07 Employees shall not be required to utilize vacation credits prior to requesting a leave of absence pursuant to Article 14.

ARTICLE 21 – Sick Leave

21.01 (a) Upon completion of the probationary period, full-time and part-time employees shall accrue sick leave credits at the rate of six percent point nine percent (6.9%) of hours worked per month, to a maximum of **eight hundred and ninety-two point five (892.5)** hours.

(b) Full-time or part-time employees who become casual employees shall maintain any unused sick leave credits in a bank, to be utilized in the future if they bid into a full-time or part-time position. Unused sick leave credit cannot be utilized while the employee is classified as a casual employee.

(c) Sick leave bank credits shall be shown on the employee's pay stub.

21.02 The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer, in advance, of the date of their return to work.

21.03 Employees who are absent from work because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal.

21.04 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on that basis.

21.05 An employee who is absent from work because of sickness (sick leave with pay) or accident (Workers' Compensation) shall accrue seniority rights.

21.06 In the event that an employee is absent from duty because of illness or non-compensable injury, and is in receipt of wage-loss benefits from any third party, the employee shall reimburse the Employer for all sick leave paid by the Employer and the employee's sick leave credits shall be reinstated.

21.07 An employee may utilize sick leave credits for sudden illness of a spouse, child, or relative residing with the employee and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has been unable to provide alternative care. Leave under this clause is limited to five (5) days per year.

21.08 Where medical appointments cannot be scheduled outside the employee's working hours, sick leave credits may be utilized. The employee shall make every effort to schedule appointments outside working hours.

21.09 Employees shall be paid out six percent (6%) of their accrued sick time upon retirement.

ARTICLE 22 – Health Care Plans

22.01 Medical Plan

The Employer shall pay one hundred percent (100%) of the regular monthly premium for eligible full-time and part-time employees who have completed their probationary period, their spouse and dependents, for medical coverage under the B.C. Medical Plan.

22.02 Dental Plan

Full-time and part-time employees who have completed the probationary period, shall be provided with a Dental Plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), and fifty percent (50%) of Plan B.

The Dental Plan shall cover employees, their spouses, and dependent children, provided they are not enrolled in another plan.

The Employer shall pay one hundred percent (100%) of the monthly premiums.

22.03 Extended Health

Full-time and part-time employees, who have completed the probationary period, shall be provided with an Extended Health Plan covering eighty percent (80%) of eligible expenses twenty-five dollar (\$25.00) deductible.

The Extended Health Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay one hundred percent (100%) of the monthly premium.

Employees shall be covered for eyeglasses once (1 X) every two (2) years, to a maximum of three hundred dollars (\$300.00).

22.04 Group Life Insurance

Full-time and part-time employees, who have completed the probationary period, shall be provided with a group life insurance plan. The plan shall provide twenty-five thousand dollars (\$25,000) coverage until the age of sixty-five (65). The plan shall include accidental death and dismemberment coverage. The employer shall pay one hundred percent (100%) of the monthly premiums.

22.05 Employees who have completed their probationary period may opt into the Pension Plan as described in Appendix II.

22.06 Dependents shall be defined as any of the following persons who reside in Canada and on whose behalf application has been made by the insured employee in accordance with the provision of the Employer's policy with the insurance carrier.

- (a) the spouse of the insured employee who is either:
 - (i) a person legally married to the insured employee; or
 - (ii) a person not legally married to the insured employee and who has resided continuously with the employee for a period of twenty-four (24) months, representing themselves as spousal partners, provided that a written request is made by the insured employee for extension of insurance under this policy for such named individual. Unless such written request is made, the person legally married to the insured employee shall be deemed to be the insured dependent. Discontinuance of cohabitation shall terminate the eligibility of a “common-law” spouse for insured dependent status;
- (b) an unmarried child of the insured employee, including a child of a common-law spouse, a stepchild, legally adopted child, child of shared custody, or foster child, who is dependent upon on him or her for support and maintenance.

The unmarried child must have:

- (a) not yet attained the age twenty-one (21);
- (b) attained the age twenty-one (21), but not yet attained age twenty-six (26) and be attending an accredited educational institution, college, or university on a full-time basis, provided that satisfactory proof of such attendance is submitted to the Company on request;
- (c) attained age twenty-one and be dependent upon the insured employee by reason of continued and demonstrable mental or physical infirmity.

22.07 The Employer shall implement a Long Term Disability plan, as described in Appendix III. The Employer shall pay seventy-five percent (75%) and the Employee shall pay twenty-five percent (25%) of the monthly premium. Employees must meet the required eligibility under the Plan to receive coverage.

ARTICLE 23 – Uniforms

23.01 Where the Employer requires the employees to wear a uniform, the Employer shall supply the uniforms, including nametags.

ARTICLE 24 – Union Label

24.01 Employees will be allowed to wear Union pins or Steward badges. The Employer agrees to display the Union shop card.

ARTICLE 25 – Bulletin Boards

25.01 Bulletin boards will be supplied by the Union and will be posted at a mutually agreed location. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

ARTICLE 26 – Working Conditions

26.01 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

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

The Employer and the Union agree that employees are entitled to work in an environment which is free from sexual harassment and such other types of harassment as are prohibited by the Human Rights Act.

The parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.

Allegations of harassment which are found to be made in bad faith may be cause for discipline up to and including dismissal.

Written grievances arising from this Article may be filed at Step 3 of the grievance procedure.

26.02 Occupational Health and Safety

- (a) The Employer agrees to provide and maintain Workers' Compensation coverage for all employees.

Employees shall receive directly from the Workers' Compensation Board, any wage loss benefits to which they may be entitled. While an employee is in receipt of WCB wage loss benefits, statutory holidays and vacations will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article.

Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

Article 22 will continue to apply to employees who are in receipt of WCB wage loss benefits. In addition, employees shall continue to accrue seniority for a six (6) month period. Seniority accrual shall be based on the employee's average weekly hours in the pay period preceding the absence.

- (b) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries, and the promotion of safe workplace practices.
- (c) The parties agree that a Joint Occupational Health and Safety Committee shall be established and shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act.
- (d) The Employer and the Union shall each appoint no more than one (1) person to serve on the Committee. Employees who are members of the Committee shall be granted

leave without loss of pay or receive straight-time regular wages while attending Committee meetings.

- (e) In-service and/or instruction in caring for aggressive clients shall be made available to employees. When the Employer is aware that a client has a history of aggressive behaviour, the Employer shall make such information available to those employees who may be required to care for that client. The information shall include specific instructions on the approach to be taken when providing care to that aggressive client.

Employees shall also be made aware of the proper procedure to be followed should the employee encounter an unsafe situation involving an aggressive client.

- (f) All buses shall be equipped with required first aid supplies.
- (g) The Employer shall provide safety supplies such as protective clothing or footwear, as required by the Employer or WCB regulations, in order to protect the employees while at work.
- (h) Employees who may be exposed to Hepatitis B in the course of their employment shall be provided with the vaccine by the Employer free of charge, upon their request. The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees.
- (i) Employees who encounter an unsafe situation must report the situation to the Employer on an Incident Report Form. The Employer will ensure that other employees who provide service are made aware of the situation. Copies of incident reports shall be sent to the Occupational Health and Safety Committee for review.

- 26.03 (a) Employees required to attend meetings as a specific requirement of the Employer will do so with pay.
- (b) All kilometers traveled to and from required meetings with the Employer shall be at the established rate of thirty-four cents (34¢) per kilometer.
- (c) Employees shall be reimbursed for pre-authorized expenses.
- (d) All bus drivers shall have no pick-ups scheduled less than one-half (1/2) hour prior to the end of their daily shift to compensate for post-trip inspection.
- (e) Casual bus drivers shall turn in money collected to the dispatcher at their discretion, but no later than the end of each month.
- (f) Full-time drivers shall be provided with a locked change box for monies collected.
- (g) Bus drivers shall have a current Class IV Driver's License with a clean driving record.
- 26.04 (a) The Employer shall not charge employees for accidental breakage to personal goods and equipment while working for a client.

- (b) Upon submission of reasonable proof, where an employee's personal possessions are damaged by a client, the Employer shall pay up to a maximum of two hundred dollars

(\$200.00) for the repair or replacement costs of the article(s), provided such article(s) are suitable for use under the Employer's personal appearance policy, if applicable.

26.05 Confidentiality

The Employer recognizes that it has the obligation to inform employees of any pertinent information regarding a client, of which the Employer is aware.

Employees shall not discuss clients, or the affairs of clients, with anyone other than the Employer or persons authorized by the Employer.

26.06 Employees on duty outside the regular office hours shall have access to an agency staff person.

ARTICLE 27 – Wage Schedules

- 27.01 (a) Employees shall be compensated as outlined in Appendix I.
- (b) Current practice to apply (i.e., paid once (1 X) per month, with a mid-month drag, at the employee's option. Paycheques shall be available during office hours on payday.
- (c) If the Agency intends to change the current pay distribution practice, the Union and the Employer shall meet to discuss such changes prior to their implementations. Cheque stubs shall be distributed in a confidential manner.
- (d) Employees shall receive a proper pay stub that shows:
- hours worked and rate of pay;
 - vacation pay and vacation bank total;
 - sick bank accumulation;
 - overtime hours
 - income tax deducted, EI, CPP, union dues;
 - \$20.00 per month for bus-washing;
 - \$20.00 per month for winter hydro/for home plug-in;
 - amount paid to pension plan;
 - YTD gross income, YTD net income, YTD insurable earnings
- 27.02 All hours worked shall be taken into consideration for increment progression purposes.
- 27.03 (a) Employees shall be compensated once a month twenty dollars (\$20.00) for washing the bus.
- (b) Employees shall be compensated twenty dollars (\$20.00) per month during winter for covering hydro cost of plugging in the bus for home plug-in.
- (c) The bus shall be cleaned during working hours as time permits.
- 27.04 (a) Bus Drivers shall not be required to shovel walkways of snow in order to pick up clients.

- (b) Employees required to pick up bus from servicing or repairs on their day off or after working hours shall do so at their regular rate of pay for time spent and bank this time as in Article 16.03.

ARTICLE 28 – Definitions

28.01 Wherever the term “regular rate of pay” is used in the Collective Agreement, it shall be defined as the employee’s current rate of pay.

ARTICLE 29 – Effective and Terminating Dates

29.01 This Agreement shall be effective from **April 1, 2018 – March 31, 2023.**

29.02 All provisions of the Agreement shall be effective the date of signing of the Agreement unless stated otherwise in the Agreement.

29.03 Notice to Bargain

This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **January 1, 2023**, but, in any event, not later than midnight on **March 31, 2023.**

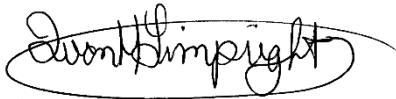
29.04 The parties agree that the following collective agreement provisions, respecting matters contained in Section 2(2) of the *Employment Standards Act*, meet or exceed the minimum requirements of the *Employment Standards Act*.

15.02 15.03 15.04 15.05 15.09 16.02

29.05 Should either party give notice pursuant to Article 29, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (a) The Union commences a lawful strike;
- (b) The Employer commences a lawful lock-out;
- (c) A new signed Collective Agreement is in place.

SIGNED THIS _____ DAY OF _____, _____.

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
Doug Blanchard	Ivan Limpricht, President

APPENDIX I WAGE SCHEDULE

BUS DRIVERS

There shall be an annual wage increase as follows:

Date	During Probationary Period	After Probationary Period
April 1, 2018	Minimum wage + \$6.99 + 2.5%	Minimum wage + \$8.87 + 2.5%
April 1, 2019	Minimum wage + \$7.45 + 2%	Minimum wage + \$9.38 + 2%
April 1, 2020	Minimum wage + \$7.83 + 2%	Minimum wage + \$9.79 + 2%
April 1, 2021	Minimum wage + \$8.21 + 2%	Minimum wage + \$10.21 + 2%
April 1, 2022	Minimum wage + \$8.60 + 2%	Minimum wage + \$10.64 + 2%

	Hourly Rate					
	Current	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
During Probationary Period	\$18.34	\$18.80	\$19.18	\$19.56	\$19.95	\$20.35
After Probationary Period	\$20.22	\$20.73	\$21.14	\$21.56	\$21.99	\$22.43

APPENDIX II PENSION PLAN

All employees, upon completion of the probationary period, shall have the option of enrolling in the Kimberley Transport Society Pension Plan. The qualifying hours for the plan are 600 hours per year. These hours shall be maintained over two consecutive years and shall start from date of hire.

1. Type of Plan

The Plan will be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary.

2. Contributions

(a) Member Contributions

Each member who opts into the Pension Plan must make a required contribution on one of the following basis. No additional voluntary contributions will be allowed.

- (i) One percent (1%) of regular earnings;
- (ii) Two percent (2%) of regular earnings; or
- (iii) Three percent (3%) of regular earnings.
- (iv) Four percent (4%) regular earnings.
- (v) Five percent (5%) of regular earnings and Employer to match five percent (5%).**

(b) Employer Contributions

The Employer will be required to match the contributions made by each member.

3. Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available, and, in any case, each member will receive an annual statement of his/her accumulated balance.

4. Investment of Contributions

All contributions will be directed to a guaranteed current interest account.

5. Vesting

- (a) (i) Employer contributions made to the Plan prior to January 1, 1993 will be vested in the employee as to fifty percent (50%) after five (5) years of contributory employment, and this percentage will increase by ten percent (10%) each subsequent year, reaching one hundred percent (100%) after ten (10) years.
- (ii) Employer contributions made to the Plan on or after January 1, 1993 will be vested in the employee on the date the employee has completed five (5) years of employment with the Employer.
- (iii) Employer contributions made to the Plan on or after January 1, 1998, will be vested in the employee on the date the employee has completed two (2) consecutive years of contributory Pension Plan membership.
- (b) (i) On termination of employment before retirement age, a non-vested employee will receive the balance arising from his/her own contributions in cash. Employer contributions on

behalf of non-vested employees who terminate and withdraw their contributions shall be used to offset future Employer contributions for the remaining participants in the Plan.

- (ii) On termination of employment before retirement age, vested employees shall either leave the contributions in the Plan or transfer their locked-in funds to another Registered Plan on a locked-in basis.

6. Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including employee contributions and any portion of Employer contributions which are vested in accordance with 5 (a) above, will be paid in cash to the estate or designated beneficiary.

7. Early or Late Retirement

In the event of early or late retirement (at ages from fifty-five (55) years to seventy-one (71) years), the retiring employee will be entitled to the pension purchasable at the attained age, based on the balance of the individual account. In the case of an employee who elects to retain employment with the Employer beyond the age of sixty-five (65), equal contributions will be made.

8. Administration Costs

All costs of administration will be borne by the Pension Plan.

RENEWED THIS ____ DAY OF _____, _____.

UNITED FOOD & COMMERCIAL WORKERS, KIMBERLEY TRANSPORT SOCIETY
LOCAL 1518

Ivan Limpricht, President Wayne McLaren

APPENDIX III - ADDENDUM

Long Term Disability Insurance Plans

Long Term Disability Plan

Section 1 - Eligibility

- (a) Regular full-time and regular part-time employees who are on staff on the effective date of the Plan and who are not disabled from working or who join the staff following that date shall, on the first day of the calendar month immediately following the completion of the probationary period, become members of the Long Term Disability Plan as a condition of employment.
- (b) Seniority accumulation and benefit entitlement shall not apply to employees on long term disability.

Employees on long term disability shall have their group life insurance premiums waived, and coverage under the Group Term Life Insurance Plan shall be continued for an amount not to exceed the amount of life insurance for the employee on the last day he/she was actively at work.

Employees on leave of absence without pay for a period exceeding thirty (30) days shall not be covered under the Plan until they return to active employment.

Section 2 - Waiting Period and Benefits

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or an illness then, after the employee has been totally disabled for the later of six (6) months, or exhaustion of the employee's sick leave bank, the employee shall receive a benefit equal to sixty percent (60%) of monthly earnings, to a maximum of fifteen hundred dollars (\$1500.00) per month, in accordance with the Plan which shall be filed with the Union.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work at their regular rate of pay for the twelve (12) month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by his/her hourly pay rate as at the date of disability.

The long term disability benefit payment shall be made for a maximum period of twenty-four (24) months so long as an employee remains totally disabled and shall cease on the date the employee reaches age sixty-five (65), recovers or dies, or has received benefit payments for twenty-four (24) months, whichever comes first, or as of the date of failure to provide requested written proof, satisfactory to the Company, of his/her continuous total disability.

Section 3 - Total Disability Defined

- (a) Total disability, as used in this Plan, means the employee's complete inability, as a result of bodily sickness or injury, to engage in any occupation or employment for wages, compensation or profit, for which he/she is reasonably qualified by education, training, or experience, or may reasonably become so qualified, subject always to the terms of the provisions LIMITATIONS AND EXCLUSIONS.

- (b) During a period of total disability, an employee must be under the regular and personal care of a legally qualified doctor of medicine.
- (c) After twenty-four (24) months of disability, an employee who is able by reason of education, training, or experience, to perform the duties of any gainful occupation, shall no longer be considered totally disabled and, therefore, shall not continue to be eligible for benefits under this Long Term Disability Plan.
- (d) Any employee who is receiving benefits under this Plan and who, in the opinion of a legally qualified doctor of medicine, has the potential for rehabilitation shall make every effort to participate in a rehabilitation program. An employee who fails to do so shall become ineligible for continued benefits under this Plan.

If an employee who is receiving this Long Term Salary Continuance Benefit enters into a rehabilitation program, benefits may, at the discretion of the Company, be continued for up to the twenty-four (24) month maximum specified in Section 2. However, the monthly benefit payable to the employee during the rehabilitation program will be the amount of benefit calculated in accordance with the terms of this policy less twenty-five percent (25%) of the total amount of any wages, compensation, or profit earned by the employee during the rehabilitation program. In the event that income from rehabilitative employment and the benefit paid under this Plan shall exceed fifty percent (50%) of the employee's earnings at date of disability, the benefit from this Plan shall be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit, or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of a legally qualified doctor of medicine and the underwriter of the Plan. The Employer may require an employee to participate in a rehabilitation program with the approval of a legally qualified doctor of medicine and the underwriter of the Plan.

The rehabilitative employment of a disabled employee shall continue until such time as the employee's earnings from rehabilitative employment exceed fifty percent (50%) of the employee's earnings at the date of disability, but in no event for more than the twenty-four (24) months maximum specified in Section 2.

If the earnings are received by an employee during a period of total disability and, if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by one hundred percent (100%) of such earnings.

Section 4 - Exclusions and Limitations

(a) Exclusions

No benefit shall be payable, in accordance with the terms of this policy, for any disability which is caused by or results from:

- (1) Intentionally self-inflicted bodily injury or sickness, while sane or insane;
- (2) Rebellion or insurrection, war, whether war has been declared or not, or by full or part-time service in any Armed Forces;

- (3) Flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot;
- (4) A condition for which an employee had received medical treatment, diagnosis, or taken prescription drugs within three (3) months of the effective date of coverage under the Plan, and a claim related to that condition is made within twelve (12) months of coverage;
- (5) A disability due to the use of drugs or alcohol, except where the employee is under active supervision and is receiving continuous treatment for that disability from a rehabilitative centre or an institution provincially designated for that treatment; and
- (6) Any sickness or injury to which the contributing cause was the commission or attempted commission by the employee of a criminal offense.
- (7) A work-related accident or sickness for which an employee received payments from the Workers Compensation Board.

(b) Limitations

- (1) An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if he is prevented from engaging in that occupation or employment by any disqualification of law, licensing, or employment practice, even though such disqualification may arise from or be related to bodily injury or sickness for which he has received benefits provided by this policy.
- (2) In no event shall absence outside the territorial limits of British Columbia be considered as part of the disability period unless approved by the Company in writing prior to the beginning of such absence.

Section 5 - Integration with Other Disability Income

The amount of benefit payable to an employee shall be the amount for which he/she is insured on the date of commencement of his/her total disability, subject to any provision for the reduction or termination of insurance contained in this policy on such date.

However, if during a disability period, the employee is entitled to receive income from any of the following sources:

- (a) Workers' Compensation Act, or similar law;
- (b) Department of Veterans' Affairs;
- (c) Retirement or Pension Plan with any employer;
- (d) Any disability provision or any group insurance policy;
- (e) Any law providing disability or retirement benefits enacted by any government, including the Employee Benefit of Canada Pension Plan and the Quebec Pension Plan;
- (f) The Insurance Corporation of British Columbia (ICBC) or any other similar provincial auto insurance plan.

The amount of benefits shall be reduced by the amount of such income, excluding any portion the employee was receiving prior to commencement of disability, regardless of whether the employee has actually applied for and received such income.

However, no reduction in the amount of monthly benefit payable to the employee during the same period of disability will be made on account of increases in the amount of his income from the above

sources if the increases are the direct result of application of a cost-of-living indexing formula to the amount of such income. No reduction will be made in this benefit by reason of the Canada Pension Plan or Quebec Pension Plan Dependent Benefit.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

Section 6 - Successive Disabilities

Successive disability period means a disability period which begins within one hundred and eighty (180) days after the termination of a prior disability period.

Until the employee has resumed his/her previous occupation on a full-time basis sufficiently recovered to prevent relapse, any period of total disability arising from the same cause or causes as a previous period of total disability will be considered a continuation of the previous period of total disability. In no event, however, will periods of total disability separated by one hundred and eighty (180) days or more of regular employment be considered as one period of total disability.

For each initial disability period, payment of benefits will commence following expiration of the qualification period of one hundred and eighty (180) days. For each successive disability period, payment of benefits will commence following expiration of:

- (a) the qualification period less the total number of days absent due to the same cause or causes during the last preceding initial disability period and all intervening successive disability periods, or
- (b) thirty (30) days, whichever is greater.

Section 7 - Expiration of Sick Leave

Employees who have unused sick leave credits after the one hundred and eighty (180) day waiting period when the long term disability benefit becomes payable shall exhaust all such sick leave credits before receiving the long term disability benefit.

Employees who will be eligible for benefits under the Long Term Disability Plan shall not have their employment terminated if it jeopardizes their eligibility to receive long term disability benefits. Following expiration of their sick leave credits, they shall be placed on unpaid leave of absence until receipt of long term disability benefits.

Upon return to work following recovery, an employee who was on long term disability shall, where possible, return to his/her former job category.

Section 8 - Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid, in accordance with the provision of this Plan, to disabled employees who became disabled while covered by this Plan prior to its termination.

Section 9 - Premiums

The cost of this Plan shall be borne on a 50/50 basis by the Employer and the employee. Payment of premiums shall cease on termination of employment, or six (6) months prior to an employee's 65th birthday, whichever occurs first.

Section 10 - Waiver of Premium

In the event an employee is receiving long term salary continuance benefits provided by this policy, the premium for his/her insurance shall be waived for the period during which benefits are paid.

Section 11 - Claims

Written notice of a claim for long term salary continuance benefits must be sent to the Company by the participating Employer on the form provided by the Company for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Initial proof of total disability, obtained at the employee's expense, must be sent to the Company, on the form provided by the Company, for that purpose, and received by the Company not later than thirty (30) days after the expiration of the qualification period. Further proof of total disability, when required by the Company, must be provided at the employee's expense.

Failure by the participating Employer to provide written notice of claim within the time limit specified above shall neither invalidate nor reduce any claim if it is shown that the employee had advised his Employer of intention to claim within the time limit specified above.

Failure by the employee to provide written proof of claim as required above shall not invalidate a claim if notice is given to the Company within the time limit specified above, showing that it was not reasonably possible to obtain such proof.

Section 12 - Administration

The Employer shall administer the Plan. Upon request, the Union shall be provided access to any reports relative to the long-term disability claims in the process of payments. All questions arising as to the interpretation of the Plan shall be subject to the grievance and arbitration procedures of the Collective Agreement. In cases of discrepancy between this Addendum and the Master Policy, the Master Policy will prevail.

RENEWED THIS ____ DAY OF _____, _____.

UNITED FOOD & COMMERCIAL WORKERS, KIMBERLEY TRANSPORT SOCIETY
LOCAL 1518

Ivan Limpright, President Wayne McLaren

MEMORANDUM OF AGREEMENT #1

BETWEEN

**KIMBERLEY COMMUNITY TRANSPORTATION COMMITTEE
FOR THE HANDICAPPED SERVICE SOCIETY**

AND

**UNITED FOOD AND COMERCIAL WORKERS UNION,
LOCAL 1518**

The Kimberley Community Transportation Committee for the Handicapped Services society agrees that permanent Part-Time employee may have their name added to the casual list to cover relief hours when available. These hours shall be scheduled by the part-time employee's seniority date (date of hire).

(Wayne McLaren)
On Behalf of the Society

(Don Wilson)
On Behalf of the Union

Date Signed: January 31, 2008

Renewed: April 16, 2012
Renewed: May 20, 2015

MEMORANDUM OF AGREEMENT #2

BETWEEN

**KIMBERLEY COMMUNITY TRANSPORTATION COMMITTEE
FOR THE HANDICAPPED SERVICE SOCIETY**

AND

**UNITED FOOD AND COMERCIAL WORKERS UNION,
LOCAL 1518**

The Employer shall provide all full-time employees, part-time employees and their spouses fifty percent (50%) of the cost for dentures to a maximum of seven hundred and fifty dollars (\$750.00) every two (2) years as provided for in Article 22.02 Dental Coverage.

(Wayne McLaren)
On Behalf of the Society

(Don Wilson)
On Behalf of the Union

Date Signed: January 31, 2008
Signed as amended: April 5, 2011

Renewed: April 16, 2012
Renewed: May 20, 2015

MEMORANDUM OF AGREEMENT #3

BETWEEN

**KIMBERLEY COMMUNITY TRANSPORTATION COMMITTEE
FOR THE HANDICAPPED SERVICE SOCIETY**

AND

**UNITED FOOD AND COMERCIAL WORKERS UNION,
LOCAL 1518**

Joint Labour Management Meetings

Joint Labour-Management Meetings to discuss issues of mutual concern will be held approximately every six months.

(Wayne McLaren)
On Behalf of the Society

(Don Wilson)
On Behalf of the Union

Date Signed: April 5, 2011
Renewed: April 16, 2012
Renewed: May 20, 2015

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