

Memorandum of Agreement

Between

**DIVERSIFIED TRANSPORTATION LTD. – Port Alberni
(Hereinafter referred to as “the Company”)
PARTY OF THE FIRST PART**

And

**THE AMALGAMATED TRANSIT UNION, LOCAL-1747
(Hereinafter referred to as “the Union”)
PARTY OF THE SECOND PART**

1 April 2013 to 31 March 2018

Memorandum of Agreement

This agreement is made this 8th day of March, 2013

Between:

DIVERSIFIED TRANSPORTATION LTD. – Port Alberni
(Hereinafter referred to as “the Company”)
PARTY OF THE FIRST PART

And:

THE AMALGAMATED TRANSIT UNION, LOCAL-1747
(Hereinafter referred to as “the Union”)
PARTY OF THE SECOND PART

Memorandum of Agreement

Table of Contents

SECTION 1: TERM OF THE COLLECTIVE AGREEMENT	4
SECTION 2: RE-OPENING OF THE COLLECTIVE AGREEMENT	4
SECTION 3: GENERAL – UNION SECURITY	4
SECTION 4: EMPLOYEES’ RESPONSIBILITIES	5
SECTION 5: PROBATIONARY PERIOD.....	5
SECTION 6: GRIEVANCE PROCEDURE	6
SECTION 7: DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION	8
SECTION 8: LEAVE OF ABSENCE.....	8
SECTION 9: ANNUAL VACATION.....	9
SECTION 10: SENIORITY, LAY-OFF AND REHIRE	10
SECTION 11: CHOOSING OF WORK	12
SECTION 12: UNIFORMS.....	13
SECTION 13: PROMOTIONS	14
SECTION 14: JOB VACANCIES	14
SECTION 15: HOURS OF WORK.....	16
SECTION 16: OVERTIME.....	17
SECTION 17: STATUTORY HOLIDAYS	18
SECTION 18: MINIMUM PAY FOR SHORT PIECES OF WORK.....	19
SECTION 19: REPORT TIME AND LAY-UP TIME	20
SECTION 20: SPREAD OVER TIME	20
SECTION 21: WITNESS PAY / JURY DUTY	20
SECTION 22: VEHICLE CHECK.....	21
SECTION 23: MAINTENANCE	21
SECTION 24: DRIVING CONVICTIONS	22
SECTION 25: MISCELLANEOUS	23
SECTION 26: HEALTH & WELFARE BENEFIT PROGRAM	23
SECTION 27: BEREAVEMENT LEAVE.....	25
SECTION 28: PAYMENT OF WAGES.....	25
SECTION 29: WAGES	26
SECTION 30: RRSP.....	27
Letter of Understanding Number 1-2013.....	28

Memorandum of Agreement

PART 1 – GENERAL

SECTION 1: TERM OF THE COLLECTIVE AGREEMENT

The following wage schedule and working conditions shall be binding on the parties and shall govern all employees of the Company referred therein for the period commencing 1 April 2013 and ending 31 March 2018, and thereafter unless and until re-opened as provided for in Section 2.

SECTION 2: RE-OPENING OF THE COLLECTIVE AGREEMENT

At any time within four (4) months immediately preceding the date of expiry of the Agreement, either party may give to the other written notice of its intention to commence negotiations leading to a renewal of the Agreement. Such notice shall contain particulars of the changes.

Section 46(1) and (4) and Section 50 (1) and (4) excluding (2) and (3) of the Labour Relations Code of British Columbia shall apply.

SECTION 3: GENERAL – UNION SECURITY

Recognition of the Union

The Company recognizes the Amalgamated Transit Union, Local 1747 as the sole bargaining agent for all employees referred to herein, and agrees to deal with the Union Representatives on all matters affecting; wages, hours of work, working conditions and grievances.

The Union will advise the Company in writing of any changes of local Union Representatives.

Union Membership and Dues

All employees after thirty (30) days employment shall join the Union and maintain Union membership as a condition of continued employment.

All members of Local 1747 shall pay the regular monthly dues and assessments as established by Local 1747 and in conjunction with Section 18 of the *Constitution and General Laws* of the Amalgamated Transit Union.

The Company agrees to check-off and remit to the Financial Secretary of the Union, initiation fees and all monthly dues by the fifteenth (15) of the month following.

Memorandum of Agreement

SECTION 4: EMPLOYEES' RESPONSIBILITIES

- a. The Union agrees that it is the responsibility of the individual employee to obey the lawful instructions of all supervisory personnel of the Company and to perform all their work efficiently, carefully, with due dispatch and to the best of their ability. It is further agreed for the purpose of this Agreement that any employee who, in the opinion of the company, acting through its supervisory personnel, is drinking on the job or who, in the opinion of the company, acting through its supervisory personnel, appears for work or drives while they are under the influence of alcohol or drugs will be summarily disciplined up to and including dismissal and the action to be taken will be at the discretion of the Company acting through its supervisory personnel, subject to the grievance procedure as herein provided.
- b. Employees shall be subject to, and governed by, all Company Policies, Procedures and Instructions which may be verbally conveyed, posted, issued, and as may be amended by the Company from time to time provided that such Company Policies, Procedures and Instructions are not contrary to law or the terms and conditions of this agreement. The rule and regulations shall not be inconsistent with the provisions of this Agreement and a copy of such rules, regulations, amendments or additions shall be provided to the Union's office.
- c. All employees must notify the Company immediately of any criminal charges and any motor vehicle violations that would appear on their driver's abstract.
- d. Service personnel shall be responsible for the removal of the fare box from the transit vehicle and depositing contents into the vault room on a schedule as determined by Management.
- e. Each employee shall keep the Company informed of his/her current address and telephone number. Any employee on layoff shall also keep the Company informed of his/her whereabouts so that he/she may be readily located for recall.

SECTION 5: PROBATIONARY PERIOD

The following shall apply to all newly hired employees:

- a) All newly hired employees shall be considered as probationary employees for the first two hundred and forty (240) hours of actual time worked and thereafter shall attain regular employment status. During this time the Company shall assess their capabilities to carry out the duties assigned to them.
- b) Regular employment status does not guarantee a full time position within the bargaining unit.
- c) The probationary period may be extended by mutual consent of both Parties for a period to be determined by the Parties.

Memorandum of Agreement

- d) The Company may discharge a probationary employee during his/her probationary period.
- e) The probationary employee shall be notified, in writing, of the reason they are let go by the Company.
- f) An employee who successfully completes his/her probationary period shall be notified, in writing, by the Company at the completion of his/her probationary period.

SECTION 6: GRIEVANCE PROCEDURE

PART A

The Union acknowledges that the management and directing of employees in the bargaining unit is the sole responsibility of the Company, subject to the terms and conditions of this Agreement. However, if any differences should arise, concerning the interpretation, operation or any alleged violations of this Agreement or if any employee feels they have been treated unjustly, the following procedure shall apply:

Days shall mean “working days” and excludes Saturdays, Sundays and Statutory Holidays.

- Step 1) The employee concerned shall within ten (10) working days of knowledge of the dispute, attempt to resolve the dispute with the designated immediate supervisor. The aggrieved employee shall have the right to have a Union Steward present at such discussions. The Manager of the Company shall reply within ten (10) working days.
- Step 2) If the dispute is not resolved orally at Step 1, the aggrieved employee may submit a written grievance to the Manager of the Company through the Union Steward within ten (10) working days by:
 - a. Setting out the nature of the grievance and the circumstances from which it arose,
 - b. Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required.
- Step 3) The Manager of the Company shall reply in writing to the employee’s grievance within ten (10) working days of receiving the grievance at Step 2.
- Step 4) The designated Union official may notify the Company of the Union’s intention to submit the dispute to either apply for a Settlement Officer (PART B) or to arbitration (PART C).
 - i. Within ten (10) working days after the decision has been conveyed to the designated Union Official by the representative designated by the Company to handle grievances at Step 2.

Memorandum of Agreement

- ii. Within ten (10) working days after the Company's response was due.

It is agreed that if either party fails to uphold the time limits as specified above, the grievance shall be forfeited to the other party notwithstanding the right to extend time limits by written mutual agreement.

PART B

Settlement Officer

The parties to this Collective Bargaining Agreement can mutually agree to request the Director of the Labour Relations Board to appoint a settlement officer to confer with the parties to assist them to settle the difference as specified in Section 87 of the BC Labour Relations Code.

PART C

The parties to this Collective Bargaining Agreement can mutually agree to the following *Expedited Arbitration Process* as outlined below during the term of this Agreement.

If the grievance cannot be settled as in Step 4 of Part A above, the grievance may be submitted to *Expedited Arbitration* with the following rules and procedures:

- The Company will, on the day the mutual agreement occurs to utilize the Expedited Arbitration Process, call the Arbitrator next on the list to determine their availability,
- The date of the arbitration hearing shall be within three (3) weeks of the contact date and if the Arbitrator is not available within that time frame, the Company will go to the next name on the list. The Arbitrator who is available to conduct a hearing within the three-week time frame shall set the date of the hearing and the parties will make themselves available to present their case on that date. The selected Arbitrator shall be placed on the bottom of the list.
- Legal counsel shall not be used by either party,
- The Company may have an advocate in addition to the Transit Manager at the arbitration hearing,
- The Parties will equally share the fees and expenses of the Arbitrator,
- The grievor(s), one Union Representative and one Company Representative shall attend the Arbitration Hearing at the time and place set by the Arbitrator,
- The Union Representative shall present the grievor(s) case and the Company Representative shall present the Company's case,
- The Arbitrator shall hear the grievance(s) and shall render a decision within three working days of the hearing. This does not preclude the Arbitrator from giving a bench decision with written reasons to follow in the above time frames,
- These expedited arbitration awards shall not set a precedent and shall not be referred to by the Parties in respect of any matter in any other setting,
- All settlements of expedited arbitration cases prior to the hearing shall be without prejudice.

Memorandum of Agreement

List of Arbitrators

- The Company and the Union shall each submit three (3) names and these names shall be placed on a list,
- This list shall remain the same between contract negotiations at which time each party may wish to propose changes to their nominees,
- The other party must agree before a change is made. However, should any of the Arbitrators withdraw from active participation; another Arbitrator may be proposed by the Party from whose list the Arbitrator withdrew. The only stipulation on who cannot be included in the list is that they cannot come from ATU or the Company,
- The Union and the Company shall meet with these arbitrators and negotiate a daily/piece rate for their services,
- As far as practical all expedited grievances will be dealt with during regular working hours without loss of earnings,
- Time limit extensions will be honoured by mutual agreement.

PART D

The decisions and findings of the majority of the arbitrator shall be final and binding and there shall be no strike, stoppages of work or lockouts during the term of this agreement.

SECTION 7: DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION

The Company can discipline, suspend or dismiss any employee for inefficiency or other sufficient cause, without interference by the Union, provided the Union shall have the unrestricted right to appeal through the grievance procedure set out in Section 6.

SECTION 8: LEAVE OF ABSENCE

- a. Full time employees who accept other employment while actively working for the Company, or while on leave of absence or on sick leave will be dismissed unless prior approval has been obtained from both the Company and the Union.
- b. Subject to staffing requirements, the company may grant leave(s) of absence for reasons other than sickness or disability.
- c. Leaves of absence of fourteen (14) working days or more require approval of both the Company and the Union.

Memorandum of Agreement

d. Maximum annual total length of leave of absence are:

Employees Length of Service	Maximum Total Length of Leave in a Calendar Year
1 to 5 Years	1 month
Greater than 5 years	3 months

SECTION 9: ANNUAL VACATION

"Year" shall mean calendar year

"Day" shall mean working day

"Service" shall mean an accredited service with the Company which is the total of all full time periods of service of an employee of the Company.

- a. Employees who complete the year's service shown under Column 1 shall be entitled to the corresponding number of days of annual vacation as shown in Column 2 and shall be entitled to annual vacation pay, expressed as a percentage of annual gross wages, as shown in Column 3.

Column 1	Column 2	Column 3
1 year of service	10 days	4%
3 years of service	15 days	6%
8 years of service	20 days	8%
20 years of service	25 days	10%

An employee shall earn their annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take their annual vacation anytime that calendar year.

However, an employee is not entitled to take vacation time until they have completed six months of continuous service. In the year in which an employee is hired they shall be entitled to vacation pay prorated at the rate of one-twelfth (1/12) of ten (10) days for each month of service.

- b. As a general rule payment for annual vacation will be based upon the straight time wage rate of the employee's regular job at the time the vacation is taken multiplied by the number of hours in the period of vacation, or,
- c. Any employee whose service with the Company is terminated shall receive vacation pay on the appropriate percentage basis based on their gross income less and vacation pay taken and taxable benefits to the date of termination.
- d. Leaves of absence for sickness up to a total of thirty (30) working days in any year shall not reduce an employee's annual vacation entitlement in the following year. If leaves of absence exceed thirty (30) working days in total in any given year, an

Memorandum of Agreement

employee's annual vacation entitlement in the following year shall be reduced by 0.39% per each working day of absence in excess of thirty working days.

- e. Casual employees shall be paid annual vacation in accordance with the Employment Standards Act and vacation pay shall be paid out on each pay cheque.
- f. A laid-off employee shall receive a prorated entitlement on the appropriate percentage basis based on actual time worked.
- g. Choice of vacation periods shall be on a Company seniority basis. For the purpose of vacation period choice Driver Classification seniority will be pooled with the Company retaining the right to determine how many employees may be on vacation at any given time.

An employee may only sign for three (3) weeks in prime time. Prime time is defined as the period from the Monday proceeding the 15th of June to the Monday proceeding the 15th of September.

- h. Leaves of absence for any other purpose other than "d." above shall reduce an employee's annual vacation entitlement by one-twelfth (1/12) for each month of absence.
- i. Vacation time shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent on sick leave immediately preceding the commencement of a period of vacation then the vacation will be rescheduled on request if work arrangements permit. If it is not practical to reschedule a vacation then the employee shall receive pay in lieu of the vacation in addition to any sickness protection benefits which may apply in his/her case.
In order to qualify for sickness protection benefits in addition to vacation pay an employee must present a medical certificate signed by a Medical Doctor.
- j. A Casual employee who reaches five (5) years of continuous service will receive fifteen (15) days of vacation credits and he/she will retain these credits when he/she attains a full time position.
- k. Employees on vacation are not entitled to any work. Employees on vacation will only be offered work after all other drivers for driving or vehicle cleaner shifts.

SECTION 10: SENIORITY, LAY-OFF AND REHIRE

Employee's seniority with the Company shall be determined by their continuous age in the service, each within their own classification.

- a. The principle of "last person on, first person off" in a classification designated for a lay-off is hereby recognized.

Memorandum of Agreement

- b. Any employee who establishes seniority in a classification and then is hired in to another classification shall move to the new classification at the bottom of that seniority list and begin accumulating seniority in his/her new classification.
- c. The Company shall post a revised seniority list for each "classification" twice per year showing the names of the employees and their starting date at the time they first became employed with the Company. Seniority lists will be posted on or before 1 January and 1 July of each year. Copies of the seniority lists will be sent to the Union.
- d. A copy of the seniority lists will be posted in the Driver's area at all times. Any employee wishing to protest their seniority must do so in writing and submit it to the Union Steward or Union Representative within thirty (30) calendar days of the posting of the lists.
- e. It is understood that an employee can hold seniority in more than one job classification, but seniority other than in their current job classification can only be utilized outside of their current (primary) classification in the event of a lay-off.
- f. The seniority in the previous classification can only be utilized in the event of a lay-off. In the case of seniority in more than one classification it would be shown as follows:

- i. Full Time Conventional Driver Seniority List

	<u>Date of Hire</u>	<u>Casual</u>	<u>Full Time</u>
John Smith	May 1, 1995	5/1/95 to 6/1/97	June 1, 1997

- ii. Maintenance Seniority List

	<u>Date of Hire</u>	<u>Casual</u>	<u>Full Time</u>	<u>Classification</u>
Harry Jones	July 1, 1992	7/1/92 to 1/1/93	June 2, 1997	Driver
		1/1/93 to 6/2/95	May 1, 1997	Serviceman Mechanic

If Harry Jones got laid off on 1 January 1998 he would have held two years, five months and two days seniority as a serviceman and he would be able to bump any serviceman who has less seniority than he does in that classification. If he cannot bump any serviceman he would have the opportunity to bump a Casual Driver if there were a Casual Driver with less seniority than he does in that classification.

- g. A Casual Employee's seniority shall be determined by that employee's date of hire and that employee's total number of hours worked.
- h. A Casual Employee is always junior to a Full Time Employee.
- i. Any Casual Employee whose total accumulated hours of work exceed those of a more senior Casual Employee shall be entitled to bump that senior Casual Employee. This will only affect those Casual Employees who continuously fail to avail themselves for work and will not include Casual Employees absent from work due to illness or injury.

Memorandum of Agreement

- j. An employee who has not worked for a period of twelve (12) months will be sent a registered letter by the Company confirming that his/her employment is terminated.

SECTION 11: CHOOSING OF WORK

- a. All bid work or run blocks on Conventional and Custom Transit will be reposted for sign-up once per year or more frequently as determined by the Bid Committee.
- b. All run blocks shall be posted at bid for sign-up for seven (7) calendar days.
- c. Sign-up bulletins shall contain the following information:
- Title of position(s),
 - Rate(s) of pay,
 - Nature of duties, hours of work, and scheduled days off,
 - Qualifications required for the position(s).
- d. A joint Company/Union Bid Committee will be struck. The Bid Committee will be comprised of two Management representatives and two Union representatives. The Bid Committee's mandate will be to:
- Determine the frequency and timing of bids,
 - Reviews all proposed work assignments for the bids, and if needed makes recommendations for changes to the proposed work assignments.
- e. Vacancies Between Sign-ups
- When a vacancy occurs for any reason between sign-ups, that vacancy shall be filled as per SECTION 15.
- f. Casual Operators
- i. There shall be a common seniority (Conventional and Custom) list of Casual Drivers.
 - ii. All available Casual employees will personally sign the "Weekly Work Availability Roster" up to four (4) weeks in advance. After all available work has been assigned as per SECTION 15; the Company will notify the most senior casual to be available on standby to cover any late night or early morning vacancies. Whenever possible the senior Casual employee will receive a full straight shift.
 - iii. Any work that remains uncovered after following the procedure noted above, shall be assigned to the junior qualified casual employee who is available to perform the work on the dates in question.
 - iv. Notwithstanding SECTION 10 – Seniority or SECTION 15 – Job Vacancies, Casual employees who after signing the "Weekly Work Availability Roster" turn down or refuse work on three (3) separate calls shall be classified as unavailable for work.

Memorandum of Agreement

They will then have their names withdrawn from the Company Casual Seniority List and deemed unavailable for work until their availability has been investigated by the Company and reconfirmed.

g. Shift Trades/Switch Shifts

Full Time employees will follow procedures pertaining to:

- Same day shift switch;
- Return shift trades (one day for another);
- No return shift trade (shift given away);
- Employees are not permitted to sell shifts;
- All shift trades/Switch Shifts must be submitted to the office on appropriate forms for approval by the Manager or designate before the date of exchange.
- No overtime or minimum guarantees will be paid as a result of a shift trade or switching shifts.

h. Wash rack incumbent will be eligible to be assigned a maximum of eight (8) hours driving time per week at straight time rates. This does not exclude this individual from overtime rotation on a voluntary basis.

SECTION 12: UNIFORMS

A. Drivers

- a. All Regular Full Time Drivers and Part Time Drivers on a signed shift of 32 hours per week shall be provided with uniforms and the cost of such uniforms and maintenance of said uniforms shall be borne by the Company.
- b. The Company will give drivers the option of wearing short pants. Only shorts of an appropriate style and colour provided by the Company may be worn.
- c. The Company shall have uniforms supplied by a uniform supply company and the Company shall have the right to set the articles of clothing and the quantities of said articles supplied. At the time of signing this agreement the Company shall provide:

Full Time and Part Time Drivers

- One winter jacket as specified in Section 12(e)
- Three (3) pairs of pants
- Five (5) shirts
- One (1) sweater

Casual Drivers

- One winter jacket as specified in Section 12(e)
- Two (2) pairs of pants
- Three (3) shirts

Memorandum of Agreement

- One (1) sweater

The cost of cleaning and maintaining said uniforms shall be the responsibility of the Company.

- d. Employees reporting for duty shall appear in clean clothing and will at all times maintain a tidy appearance.
- e. The Company will pay fifty (50) percent of the cost of a winter uniform jacket. The Company will subsequently supply at no cost to the employee a replacement jacket based on an "as required" basis.

B. Mechanics

- a. All Regular Full Time Mechanics and Wash rack attendant shall be provided with coveralls and the cost of such coveralls and maintenance of said coveralls shall be borne by the Company.
- b. The Company shall provide one acid resistant apron for shop personnel to use.
- c. The Company shall provide one pair of flame retardant coveralls for the shop personnel to use when welding or flame cutting.
- d. The Company will pay fifty (50) percent of the cost of a winter uniform jacket. The Company will subsequently supply at no cost to the employee a replacement jacket based on an "as required" basis.

SECTION 13: PROMOTIONS

Promotions are at the Company's absolute discretion and shall be on the basis of ability, personality and seniority.

SECTION 14: JOB VACANCIES

- a. Newly Created and Vacated Runs
 - All newly created runs and regular transit runs that become available due to an employee leaving the employ of the Company will be posted for seven (7) calendar days.
 - The senior qualified employee signing the posting will be awarded the posting for the duration of the bid period.
 - If a Regular Full Time employee is the senior employee awarded the run then that employee's run will be posted and only Casual Drivers will be entitled to sign for that work.
 - The senior qualified Casual employee signing the posting will be awarded the posting.

Memorandum of Agreement

- When a Casual employee is awarded a regular run that has been vacated due to an employee leaving the employ of the Company then that Casual employee will be promoted to a Regular Full Time employee and will have all entitlements of Regular Full Time employee that he/she qualifies for.
- b. Known Vacancies of Twenty-One (21) Days or More
- All known vacancies on regular Conventional and Custom runs where the Company has notice that are for five or more days will be posted for 7 calendar days.
 - The senior qualified employee signing the posting will be awarded the posting for the duration of the absence or for the remainder of the bid period.
 - If a Regular Full Time employee is the senior employee awarded the run then that employee's run will be posted and only Casual Drivers will be entitled to sign for that work.
 - The senior qualified Casual employee signing the posting will be awarded the posting.
- c. Known vacancies of twenty (20) days or less shall not be subject to the posting procedures noted in "b." These runs shall be filled by Casual employees as per SECTION 11 f. ii.
- d. Change in Job Classification
- i. Full Time employees from one job classification shall have thirty (30) calendar days in the new job classification to decide if they wish to remain in the new job classification.

If the employee decides not to remain in the new job classification, then the employee will return to the employee's former job classification retaining their seniority.
 - ii. The company has thirty (30) calendar days to assess the employee's suitability in the new job classification. If the Company determines the employee is not able to perform all the duties of the new job classification the employee will be returned to his/her former job classification with no loss of seniority.
 - iii. If an employee changes job classification within the Company's employ, the employee shall retain their compiled years of service (from date of hire) within the Company. This seniority only applies to benefits.
 - iv. When a Full Time employee goes from one job classification to another job classification they shall go to the bottom of the seniority list of the new job classification. The employee will retain the seniority earned in their previous job classification for lay-off purposes only.

Memorandum of Agreement

SECTION 15: HOURS OF WORK

a. Normal Work Week for Transit Drivers

The standard workweek for Transit Drivers shall be five (5) days, forty (40) hours. At sign-up time an employee who changes days off does not constitute a penalty to the Company.

The Company will endeavour to create workweeks that are comprised of consecutive work days followed by a minimum of two (2) consecutive days off.

b. Normal Work Week for Shop

The standard workweek for Mechanics shall be five (5) days, forty (40) hours with consecutive days off.

c. Splits

Splits of 25 minutes or less shall be paid as 1 shift.

d. Days shall mean calendar days except when working through midnight, a "day" shall mean all of the assigned hours from the start of the shift one day, until the completion of all assigned duties at the end of the shift ending on the next calendar day.

e. The Company and Union agree that in its shift design, when varied shifts are required, the maximum hours that may be worked per day, without incurring overtime, and the standard hours of work per shift cycle shall be as set out below:

Shift	Maximum Standard Hours of Work/Per Shift	Shift Cycle in Weeks	Standard Hrs. of Work/Shift Cycles
A	8	1	40
B	10.00	1	40
C	11.50	8	320

A = 5 days on 2 days off

B = 4 days on 3 days off

C = 4 days on 4 days off

f. The number of hours scheduled on any of the above described shifts may vary according to the operational requirements of the Company; however, the Company must schedule weekly work assignments as close to the standard amount of hours as described in Section 16 e. The maximum standard hours of work per shift may be increased as long as the standard hours of work per shift cycle does not increase.

Memorandum of Agreement

g. Company's Right to Schedule

The Company has the exclusive right to schedule shifts to the terms and conditions of this agreement. The Company will provide two (2) weeks notice of any change to a previously scheduled shift. It is recognized by the Parties that the determining factor in scheduling of the various shifts will depend on operational and contractual demands. This requirement of two (2) weeks notice may be waived by mutual agreement between the Company and the Union.

h. Duty Time

Duty time is described as the time period between the employees's scheduled report time at a predetermined location and the driver's scheduled finish time at a predetermined location.

In the case of a split shift, the scheduled finish time of the last piece of work shall not exceed twelve and one half (12 1/2) hours from the scheduled start time of the first piece of work. This requirement may be waived by mutual agreement between the Company and the Union.

The rates of pay established by this Agreement for each classification shall be paid for all duty time and all work assigned, which shall include all work required of a driver before, after, and during the employee's work assignment consisting of but not limited to; Pre-trip inspection of the vehicle (one pre-trip per vehicle paid each day the vehicle is operated), completing the assigned work, returning to the yard, completion of all necessary paperwork, Post-trip inspection of the vehicle, fuelling, and if required by the company, exterior and interior cleaning of the vehicle.

SECTION 16: OVERTIME

- a. Excepting only where specifically stated, pay for overtime shall be based on the rate of pay established for the position in which the overtime was worked.
- b. Any unassigned work or extra work that becomes available, other than an extension to a shift, shall first be offered to Casual employees who do not have a full week's work at straight time rates.

Only after every Casual employee has been offered the unassigned or extra work, at regular straight time rates, to bring their total number of hours in that week up to forty (40) hours, shall the Company then offer that work, as overtime, to all employees according to their seniority.

If all employees refuse to perform the work, the most junior Casual employee on the seniority list, shall be forced to perform the work. Failing this the Company can take any steps necessary to ensure the work is performed.

Memorandum of Agreement

- c. In any one day the following overtime rates shall be paid for time worked before a regular shift or run, or after a regular shift or run:

Time and One Half

Shift	Maximum Standard Hrs of Work per Shift	Overtime After (hrs)	Hourly Rate of Pay Times	Max Spread Time (hrs)
A	8.00	8.5	1.5	11.0
B	10.00	10.5	1.5	12.5
C	11.50	12.0	1.5	13.0

Double Time

Shift	Maximum Standard Hours of Work per Shift	Overtime After (hrs)	Hourly Rate of Pay Times
A	8.00	10.0	2.0
B	10.00	12.0	2.0
C	11.50	13.5	2.0

- d. When overtime becomes necessary, overtime shall be rotated among employees on a voluntary basis. When an employee passes an opportunity or is not available for an overtime opportunity, that employee forfeits their position in the rotation until the rotation cycles to all other employees in turn.

SECTION 17: STATUTORY HOLIDAYS

- a. For the purposes of this Agreement the following shall be acknowledged as "Statutory Holidays":

New Years Day	Victoria Day	Thanksgiving Day
BC Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Sunday	Labour Day	Boxing Day

- b. Payment of Statutory Holidays

An employee of the Company shall be entitled to Statutory Holiday Pay if he/she:

- Has been employed for thirty (30) calendar days or more;
- Has earned wages or performed work on at least fifteen (15) of the last thirty (30) calendar days immediately preceding the Statutory Holiday.

In the event that a Statutory Holiday falls on a day off the employee shall be paid Statutory Holiday pay equivalent to a day's normal time at straight time. An

Memorandum of Agreement

employee shall be eligible for Statutory Holiday pay provided that they are at work either the working day before or the working day after the Statutory Holiday, but they shall not be eligible when a Statutory Holiday falls during any of the following periods of absence:

- Paid bereavement leave;
- Absence due to sickness or non-occupational injury;
- Approved leave of absence;
- Any absence without Company approval.

In no instance will an employee receive for the same day both Statutory Holiday pay and Worker's Compensation, bereavement pay or payments under the sickness protection plan.

Statutory Holiday pay shall be calculated using the rate of pay prior to or following the Statutory Holiday, whichever is greater.

Time worked on a Statutory Holiday shall be paid in addition to any Statutory Holiday pay as provided in Section 18.

There shall be no compounding of premiums.

Payment for time worked on a Statutory Holiday shall be as follows:

<u>Time Worked</u>	<u>Rate of Pay</u>
All hours worked	Hourly Rate X One and One half (1 ½) or Lieu day at the regular hourly rate

All parties shall receive days off in lieu unless mutually agreed to between the parties. Lieu days to be taken within thirty (30) days of the Statutory Holiday or paid out at One and one half (1 ½) the hourly rate for all hours worked on the statutory Holiday.

The company shall designate how many employees shall work on each Statutory Holiday.

Casual employees' entitlements to Statutory Holiday pay shall be in accordance with the provincial Employment Standards Act and Regulations.

SECTION 18: MINIMUM PAY FOR SHORT PIECES OF WORK

The minimum pay for any piece of work shall be two (2) hours pay at the applicable rate of pay.

Memorandum of Agreement

SECTION 19: REPORT TIME AND LAY-UP TIME

In addition to payment of wages for scheduled runs, each driver will receive pay at regular rates each working day when the work is requested by the company and performed by the employee for the following:

- 15 minutes for report time, pre-tripping the bus, instructions, transfers, fare box;
- Minimum of five (5) minutes and a maximum of ten (10) minutes for post-tripping and/or fuelling and/or sweeping and/or time card and/or removal of fare boxes and/or securing fares;

Note: the above points shall not accrue for overtime.

- Travel time will be paid for at regular rates And the allotment of time will vary from run to run, but will include time from the garage to the scheduled route starting location and from the end location of a route to the garage and this time shall be considered time worked and accrued for overtime.

SECTION 20: SPREAD OVER TIME

The Company may schedule work that exceeds the spread over time limit as noted below but in doing so the Company shall pay to the employee a premium of twenty-five (25) percent for all time worked above and beyond the spread over time limit.

<u>Shift</u>	<u>Maximum Standard Hours of Work per Shift</u>	<u>Maximum Spread Time (hrs)</u>
A	8.00	11.0
B	10.00	12.5
C	11.50	13.0

SECTION 21: WITNESS PAY / JURY DUTY

- a. Any employee compelled to attend an inquest or court on subpoena requested or procured by the Company shall be paid scheduled rates for time lost and will be reimbursed for reasonable expenses when away from home. Any witness fees or pay received by the employee for so acting shall be turned over to the Company providing the employee is not on their day off, annual vacation or statutory holiday.
- b. When an employee is required to be absent from their regular scheduled work to perform jury duty, as prescribed by applicable law, the Company shall pay the employee the difference between the compensation paid to the employee by the court and their regular hourly rate of pay for the hours the employee would have worked.

Memorandum of Agreement

In order to qualify for such payment the employee must give prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that they performed the jury duty for which they claim payment, and must report back to work promptly after being released or excused by the Court.

- c. Any employee compelled to attend an inquest or court as a result of carrying out proper operation procedures for the Company shall be paid scheduled rates for time lost and will be reimbursed for reasonable expenses when required to be away from home. Any fees received by the employee for so acting shall be turned over to the Company provided the employee is not on their days off, annual vacation or a statutory holiday.
- d. Except as otherwise provided for in this section an employee held on other Company business by any Company supervisor shall be paid scheduled rates for time lost and will be reimbursed for reasonable expenses when away from home to the extent that there will be no loss in earnings they would otherwise expect to receive.

SECTION 22: VEHICLE CHECK

It is the responsibility of each employee who is an Operator to perform a pre-trip inspection of the motor vehicle assigned to them before the start of the shift if that motor vehicle has not been used that day. Such checks will be made in accordance with the requirements of the Company, the Motor Vehicle Act and National Safety Code. The employee is responsible for reporting any defects or matter which is unusual to the shop leadhand or their supervisor.

SECTION 23: MAINTENANCE

- a) Qualified journeymen and apprentices and shop helpers will be required to undertake to completion any work which is assigned to them.
- b) All maintenance shop employees will be supplied coveralls with high visibility markings and the cost of cleaning and maintaining such coveralls shall be borne by the Company.
- c) Ear protection of the head phone type will be provided by the Company in the shop. One set will be supplied to each maintenance shop employee.
- d) Tools
 - i. All qualified journeymen will be required to have their own kit of tools,
 - ii. The Company will supply all heavy duty and specialty shop tools,
 - iii. All qualified journeymen and apprentices supplying their own tools shall receive a tool allowance.

Memorandum of Agreement

e. Tool Allowance

Journeyman and apprentice mechanics, whom as a condition of employment, are required to provide tools that are necessary to repair company vehicles and equipment will, upon presentation of proper receipts, be reimbursed up to a maximum of \$800.00 per year for the purchase of all such tools which shall normally be kept at the work site. There shall be no carry over from one year to the next for any unused tool allowance.

f. Tool Insurance

The Company shall provide tool insurance to cover the actual replacement costs of tools and toolboxes while stored on Company property or being used while on Company services.

The Employee shall be responsible for the first one-hundred dollars (\$100.00) deductible with the Company being responsible for any deductible over one-hundred dollars (\$100.00).

To be eligible for coverage each employee must submit to the Company and keep current an inventory of tools including costs to replace such tools.

g. Footwear Allowance

Maintenance employees and Wash rack incumbent employees shall receive a footwear allowance \$200.00 per year upon presentation of proper receipt for the purchase of approved safety footwear.

SECTION 24: DRIVING CONVICTIONS

All employees must notify the Company immediately of any criminal charges or motor vehicle violations that would appear on their driver's abstract.

Should an employee lose their driver's license for a first offence impaired driving conviction they will be entitled to a leave of absence to cover the period of time of the driving prohibition provided the employee's record of employment is satisfactory.

Should an employee lose their driver's license for a second offence impaired driving conviction they will be deemed to have terminated their service with the Company, except as provided below:

- Should the employee receive a pardon from the federal Government as per applicable law for their first conviction, the first conviction, pardoned, shall be erased from their file and they would be entitled to a leave of absence to cover the period of time of the driving prohibition provided the employee's record of employment is satisfactory.

Memorandum of Agreement

SECTION 25: MISCELLANEOUS

1. Lockers

The Company shall provide lockers for each Maintenance and Wash Rack employee, and which will be assigned.

2. Union Notice Board

The Company shall provide space for a Union notice board.

SECTION 26: HEALTH & WELFARE BENEFIT PROGRAM

27.01 The company shall provide access to a cost shared Group insurance plan including life insurance, accidental death and dismemberment, extended health, sick leave, dental insurance and vision care to employees who qualify as follows:

a) All Full time employees. Full time employees are defined as holding a signed shift of 40 hours or greater per week.

b) Part time employees who hold a signed shift of 32 hours per week or greater.

In addition the Company shall provide access to cost shared group BC Medical Services Plan (BC MSP).

27.02 All premiums will be paid on the basis of 85% by the Company and 15% by the employee. All plans are available upon three (3) months of service provided the employee is:

a. Insurable;

b. Has been promoted to a full time position or part time position with signed shifts over 32 hours per week.

Where an employee is away from work for sickness, a leave of absence or on suspension for twenty-two (22) or more consecutive working days, the employee is responsible for 100% of the premium payments for that period. The Financial Services department will inform the employee of the due date and the amount of the premium owing. Payment must be made to continue benefit coverage. Payment in the form of cheques (made out to Diversified Transportation Ltd.) or cash and will be accepted at the Port Alberni office.

Note: the exception to Article 27.02 b. is that the Company shall provide access to a cost-shared BC Medical Services Plan (BC MSP) for casual employees with the same premium cost sharing as for full time employees.

27.03 Group Life Insurance

- Benefit amount: \$40,000.00

Memorandum of Agreement

- Benefit reduces 50% at age 65 and terminated at age 71
- Non-Evidence Limit: \$40,000.00

27.04 Accidental Death and Dismemberment

- Same as life
- 24 hour coverage including loss of use

27.05 Extended Health Benefit

- M.S.A. extended health policy benefits

27.06 Sick Leave

- 66.67% of weekly earnings to a maximum equal to the Employment Insurance Act maximum allowable weekly benefit.
- Coverage is from the first day of accident or hospitalization and after the fourth day of sickness.
- The benefit period is for twenty-six (26) weeks
- The benefit is taxable.

27.07 Dental Plan

- Levels I, II, III and IV are combined to a maximum of \$1,500.00 per insured person per calendar year.

27.08 Eye Glass Coverage

- \$250.00 / 2 years per eligible person. Note: this is a Company top up of \$50.00 to provide insurance level.
- Cost of an eye examination once every two years per eligible person.

27.09 Cancellation of Benefits

The Company's contributions shall cease and benefits shall be cancelled when:

- a. An employee is absent from work on an approved leave of absence in excess of thirty (30) calendar days and the employee has not made arrangements to pay 100% of the premiums that would be due during the approved leave of absence.
- b. An employee is absent from work due to an accident or illness in excess of thirty (30) calendar days and the employee has not made arrangements to pay 100% of the premiums that would be due during the absence.
- c. An employee has been laid off.
- d. When employment is severed or termination of employment is invoked.
- e. A strike or lockout is in effect and the Union does not tender payment.

Memorandum of Agreement

27.10 All full time employees, as defined in 27.01 will be granted one (1) sick day per year. Sick days will not carry over at year end and unused days will not be paid out.

SECTION 27: BEREAVEMENT LEAVE

In the event of a death in a regular employee's immediately family, the company will grant a bereavement leave with pay up to three (3) days in length for the purpose of arranging and / or attending the funeral. Bereavement leave will only be granted upon application by the employee and only for such time that the regular employee would normally have worked.

"Immediate Family" shall be limited to include; spouse, son, daughter, sister, brother, mother, father, grandmother, grandfather, grandchild, stepmother, stepfather, adopted child, mother-in-law and father-in-law.

In the event of a death of an "Immediate Family" member where the regular employee is unable to attend the funeral due to the distance involved the following applies:

- A regular employee may be granted a leave of absence, with pay, of three (3) days where there is a death of a spouse, mother, father, son or daughter;
- For all other "Immediate Family" members a regular employee may be granted a leave of absence, with pay, of one (1) day.

SECTION 28: PAYMENT OF WAGES

Wages shall be paid every second Friday. If the Friday falls on a holiday, payment shall be made the previous work day.

Cut-off for a pay period is mid-night the Saturday proceeding the Friday pay day. Employees shall have their hours of work reported to the Company by 9:00am on the Monday proceeding the Friday pay day.

The Company shall post an official notice stating each individual payday six months in advance.

Memorandum of Agreement

SECTION 29: WAGES

	Conventional	HandyDART	Community Para Transit	Certified Journeyman	Serviceman / Bus washer
1 April 2013	24.88	20.73	20.73	29.29	19.71
1 April 2014	25.38	21.14	21.14	29.88	20.10
1 April 2015	25.88	21.56	21.56	30.48	20.50
1 April 2016	26.53	22.10	22.10	31.24	21.02
1 April 2017	27.33	22.77	22.77	32.18	21.65

Transit Probation Rate

Casual employees shall be on a progression rate of twenty-five cents (\$0.25) an hour less than the regular hourly rate of pay. The probationary period shall be as specified in Section 5 (240 hours). When a casual employee has completed their probationary period they will move up to the regular hourly rate of pay in the rate class that they are performing work.

Lead-hand Premium

A premium of one dollar (\$1.00) per hour will be paid in addition to the regular rate of pay to a lead-hand driver for all hours worked when requested by the Company to act as a lead-hand and when the work as a lead-hand is performed.

A premium of two dollars (\$2.00) per hour will be paid in addition to the regular rate of pay to a lead-hand mechanic for all hours worked when requested by the Company to act as a lead-hand and when the work as a lead-hand is performed.

Training Rate

Where the Company requires an employee to attend at a course of training outside of their scheduled work hours the following shall apply:

- a. The time spent by the employee attending the training sessions shall be paid at fifty percent (50%) of the employee's regular rate of pay or at the Provincial minimum wage rate, whichever is greater;
- b. The course fees and cost of required training material shall be paid by the Company.

Apprenticeship Rate

First Year	65% of Journeyman Mechanic's Rate
Second Year	75% of Journeyman Mechanic's Rate
Third Year	85% of Journeyman Mechanic's Rate
Fourth Year	90% of Journeyman Mechanic's Rate

Memorandum of Agreement

SECTION 30: RRSP

On 1 January 2009 the Company set-up a RRSP plan. Conditions of the RRSP plan are:

- Qualified employees are those employees who hold a full time position with the Company;
- The Company will match an employee's contributions to the RRSP to a **maximum** of three percent (3%) of the employee's annual salary to a maximum of 2080 hours worked annually at their regular hourly rate of pay;
 - Note: The employee has the option to contribute more than three percent (3%) their annual salary to a maximum of 2080 hours worked annually.
- The RRSP plan shall be "Self Directed" by the employee.
- If the employee makes an early withdrawal from the Plan then the Plan considers the employee has voluntarily opted out of the Plan.

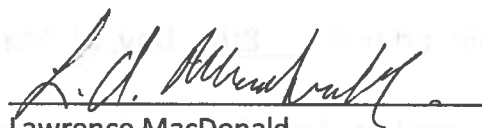
Signed this: 8th Day, of March, 2013

Signed on Behalf of the Company



Trevor Webb
Director of Operations

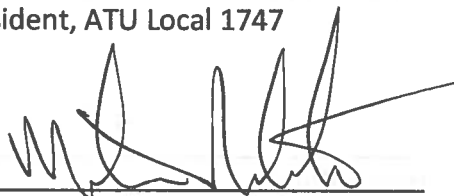
Signed on Behalf of the Union



Lawrence MacDonald
President, ATU Local 1747



Phil Atkinson
Manager, Diversified Transportation Ltd.,
Port Alberni



Mike Roberts
Shop Steward, ATU Local 1747

Memorandum of Agreement

Letter of Understanding Number 1-2013

Between

Diversified Transportation Ltd.

and

The Amalgamated Transit Union, Local 1747

LOU #1-2013 Cost of Living

Source – Statistics Canada – If the Consumer Price Index – Annual all Items Index for January 1, 2016 to December 31, 2016 for B.C. is greater than three percent (3%), then the percentage increase over three percent (3%) up to five percent (5%) shall be added to the three percent (3%) wage increase(s) scheduled for April 1, 2017. (Note: The maximum possible increase for April 1, 2017 shall be five percent (5%).

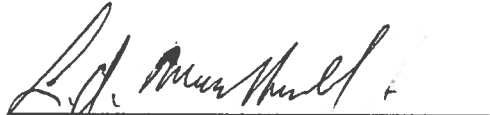
Signed this: 8th Day, of March, 2013

Signed on Behalf of the Company



Trevor Webb
Director of Operations

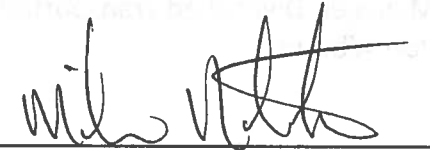
Signed on Behalf of the Union



Lawrence MacDonald
President, ATU Local 1747



Phil Atkinson
Manager, Diversified Transportation Ltd.,
Port Alberni



Mike Roberts
Shop Steward, ATU Local 1747