

MEMORANDUM OF AGREEMENT

BETWEEN:

COAST MOUNTAIN BUS COMPANY LTD.

(the “Company”)

AND:



UNIFOR, LOCALS 111 AND 2200

(the “Union”)

Ratification Voting August 06, 2026

WAGE SCHEDULE

WAGE INCREASE

The following wage increases will apply to all classifications, applicable on base wages as of March 31 of each year. Any other increases set out in the Memorandum of Agreement would be applied after the percentage wage increase:

April 1, 2026:	3.0%
April 1, 2027:	3.0%
April 1, 2028:	3.0%
April 1, 2029:	3.0%

If, during the term of the 2026-2030 Collective Agreement (this “Agreement”), the Public Sector Employers’ Council Secretariat (PSEC Secretariat) formally approves and publishes an amendment to the 2025 Balanced Measures Mandate applicable to all public sector employers in British Columbia, and that amendment authorizes general wage increases (GWIs) greater than those contained in this Agreement, the GWIs in this Agreement shall be deemed amended to provide employees with GWIs equal to those authorized by the revised mandate, unless the Parties agree otherwise.

Effective April 1, 2027, after the 3% general wage rate is applied, the following classifications will receive an additional wage adjustment that brings their wages to the same rate as that of Mechanics:

- Autobody and Collision Technician
- MVA and Autobody Repair Estimators
- Painters
- Machinists
- Welders

Article M5.07 will be removed.

Letters of Understanding

LOU'S

All LOUs not mentioned here are renewed.

Letter of Understanding #XX Pre-Apprentice Program "the Program"

RE: Apprenticeship Program Manual

The Parties agree to engage in a trial period of one (1) year, with regards to the process of filling pre-apprentice positions under article M 6.10 of the Collective Agreement.

1. In accordance with Article M6.10.2, applicants for a pre-apprenticeship must have successfully completed the relevant accredited Entry Level Trades Training (ELTT) course by the date of the pre-apprentice posting. An official transcript must be submitted with the application. Applicants to the Program will be required to achieve 80% on their ELTT to apply.
2. Applicants for a pre-apprentice position will be selected based on their record of service, attendance and seniority.
3. Pre-apprentices will serve a 90-day probationary period. If for any reason a pre-apprentice is unsuccessful in completing the probationary period, they will be removed from the Program and can exercise their seniority in accordance with Article M 6.10.13.
4. Employees removed from a pre-apprenticeship in accordance with #3 will be allowed to re-apply for a pre-apprentice position at least one (1) year after being removed from the Program.
5. Successful pre-apprentices will be moved into the apprenticeship program as positions become available. This movement will be based on a "first-in-first-out" basis, determined by the Training Manager.
6. Only employees actively working as pre-apprentices at the time of an apprentice posting will be considered for an apprenticeship.

It is understood and agreed that the above procedure is entered into by the Parties to this Agreement on a trial basis for a twelve (12) month period and will be subject to extension thereafter. During the life of this trial period the Parties agree to meet to discuss any issues that arise. Should either Party decide to cancel the Agreement, that Party will provide written thirty (30) days' notice. If this Agreement is cancelled, this Agreement shall be deemed to be extinguished and rendered null and void.

This LOU will give the Union and the Employer a set of agreed upon rules for Pre-Apprentices.

Letter of Understanding #XX Designation of Long Term Coverage (LTC) for Servicepersons and Interior Cleaners at all CMBC Properties.

Removes Pool Designation for Service Department. Introduces a LTC program similar to PartsPerson, originally signed in 2025.

Letter of Understanding #40 – No Layoffs Due To Technological Change During the Term of the Collective Agreement

Further to the discussions at the bargaining table, the Employer commits that, for the life of the ~~2019~~ **2026-2030** Collective Agreement, no employee shall be downgraded, displaced, lose hours or be laid off due to technological change or contracting out.

Further, it is understood that the normal hiring plans of the Employer will not be altered due to G2.07 or G 4.01 for the life of the Collective Agreement.

This LOU expires automatically at the end of this Collective Agreement. Effective ~~December 5, 2019~~

Dated July 20, 2026

This ensures that all Unifor members are protected from layoff due to tech change for the life of the agreement.

Letter of Understanding #13 – Pool Employees (PE) Pilot

Providing stronger language for Pool employee assignments & monitoring of the pool. Originally signed in 2025.

Letter of Understanding #58 Day Off Trades – SeaBus (formally LOU#8)

8. Employees may only trade days off with other employees in the same job classification.
9. **Licensed Marine Attendants in the Relief Mate Pool may trade days off within the Controller Mates classification.**
- ~~9.~~10. Under no circumstances will an employee be permitted to work **their** ~~his~~ full seven-day layday period without a minimum of three days off.
- ~~10.~~ 11. No employee will be permitted to make a trade that will result in that employee having less than an eight (8) hour rest period between watches.

All other language in this LOU remains unchanged

Letter of Understanding #60 Watchkeeping Schedules – SeaBus (formerly LOU#24)

Should there be a change to service levels, the Employer agrees to seek and accept input from the Union in developing new watchkeeping schedules including changes to the

present 7-on/7-off **Operations** schedules and present **Engineering and Maintenance** four (4) on and four (4) off schedules.

Letter of Understanding #71 Cost Sharing For Utility Operator Positions

The Parties recognize the need to expand rehabilitation opportunities for employees who have been rendered disabled to the extent that they are unable to perform the duties of their regular job and who are in receipt of Long Term Disability (LTD), Short Term Disability (STD), and WorkSafeBC Injury Compensation benefits.

The Parties also agreed that funding of rehabilitation programs is a joint consideration (reference Addendum to LOU 32 Rehabilitation and Return-to-Work Committee, signed April 4, 2001).

In an effort to expand rehabilitation opportunities the Parties agree to approve partnering with the Trust in a cost-sharing initiative for the placement of employees who are currently in receipt of LTD, STD and Workers' Compensation benefits into temporary Utility Operator positions. This initiative is entered into on a without prejudice, commencing on January 1, 2006.

1. Employees will receive ~~an amount of compensation approximately equivalent to the Utility Operator rate listed in the Unifor Wage Schedule~~ a wage rate of ~~\$23.14 per hour (rate as at January 1, 2013)~~ in accordance with the following cost share arrangement: ~~This rate will be listed in the Unifor Wage Schedule.~~
 - CMBC will pay a gross wage of one-half (1/2) the above-**noted** rate, per hour;
 - Employees will then receive eligible LTD or STD benefits in accordance with the terms of the Rehabilitation provisions in the LTD and STD Plan Documents.

This formalizes and provides clarification on the wage rate of Utility Operators which is listed in the wage Schedule and ensures that all employees are treated equally.

Letter of Understanding #73 Domestic Intimate Violence Leave

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation.

In accordance with the Employment Standards Act, an employee is entitled to leave to seek medical attention, counselling or other social or psychological services, or law/legal advice/assistance, or to seek new housing if they or an eligible person has experienced intimate partner violence.

To ensure that those suffering from intimate partner violence understand that they are covered via provincial statute and adds those protections if the statute were to weaken.

Letter of Understanding #77 Trans Inclusion & Support

The Employer and the Union acknowledge that all employees have the right to work in an environment in which they are treated with dignity and respect, and in which their privacy and security are protected. The Parties agree that the following will apply to employees who elect to go through a gender identity transition:

1. Where appropriate, such employees will be given ~~equal~~ **equitable** treatment under the Company benefit plans;
2. Such employees will be supported in the workplace. **Upon an employee's request, Human Resources will work with them to prepare a plan to support their transition in the workplace.**
3. Where the employee has obtained a legal name change, the Company will follow all of its normal processes for employees who change their names, and will make the appropriate changes within its business to reflect the change. **An employee's preferred name will be used wherever possible.**

These changes formalize some practices that depend on having a knowledgeable supervisor. Adding use of a preferred name benefits all Employees.

Letter of Understanding #82 Size of Relief Mate Pool

~~The Company acknowledges the Union's concern regarding the size of the Relief Mate pool affecting employees' ability to accumulate the Sea Time hours required to maintain their Continued Proficiency.~~

~~The Company will consider the Union's input regarding the above. Any changes to the current number of four (4) Relief Mates will be made upon consideration of available Sea Time.~~

Concurrent with the Relief Mate Pool LOU, dated 21 January 2011, Licensed Attendants will be able to acquire Sea Time hours as an Officer by way of temporary promotions and day off trades (LOU#58)

It is understood that, from time to time, situations may arise that require immediate attention. In such cases, a licensed Attendant may be used until an Officer arrives.

Helps ensure License Attendants have opportunities to acquire sea time hours.

Letter of Understanding #85 Accident Adjudication Appeal Process

1. Preamble:

Coast Mountain Bus Company Ltd. (CMBC) and Unifor, Local 111 ("the Parties") agree to establish an Appeal Process to render final determinations of accidents adjudicated by CMBC as "preventable" that have been appealed by CMBC employees.

The mandate of the Appeal Panel is to consider individual Appeals filed by CMBC employees in a fair, professional and expeditious manner, respecting the principles of Defensive Driving, the ICBC Fleet Safety Manual, and the Smith System of Space Cushion Driving.

2. Appeal Panel Membership

The Appeal Panel will be comprised of 2 Members from each Party and the Chair. The Parties will each nominate their (2) Members and one (1) Alternate to sit as a Member of the Appeal Panel. The Chair of the Appeal Panel will be the Manager, Training or designate. CMBC will pay Appeal Panel members for time spent at the Appeal Panel meetings.

3. Training for Panel Members:

The Parties will agree on appropriate training for all Appeal Panel members (Alternate Panel members will also receive this training). It is understood that this training will be completed as soon as possible. The cost of all training will be paid by CMBC.

4. Procedure for Appeal Panel:

- a) The Appeal Panel will meet to consider all outstanding Appeals. The Appeal Panel will consider each case according to the terms of reference (attached). The Panel Members will attempt to come to consensus on the merits, relating to preventability, of each Appeal.
- b) If the Panel Members cannot reach a consensus, the Chair of the Panel will make a Decision.
- c) The possible Decisions for the Panel will be to "uphold" or "deny" or "reclassify" each Appeal. Decisions of the Panel are final and binding and are not subject to the grievance procedure.

d) Employees will be notified of the decision of the Appeal Panel.

5. The Appeal Process:

The following process will be applied for all Appeals:

a. Step One: Request for Reconsideration

- i. In the event an employee receives a "preventable" adjudication, ~~s/he~~ **they may choose to view video of the event (if available), with a Union Representative and their Supervisor. They will then** have ten (10) working days to request reconsideration of this decision by the Incident Analyst involved in the case. This request must be made in writing and ~~should~~ **must** detail the reasons for such reconsideration (evidence of an inconsistent practice, and/or where there are significant, material disputes of fact or more/new information is found).
- ~~ii. The employee will submit this request to his/her Supervisor and the Supervisor will arrange for any available video to be available to the employee and/or the employee's representative as indicated on the form. If, after review of the video, the employee intends to proceed with the reconsideration request, he/she will advise the Supervisor, who will advise the Incident Analyst.~~
- iii. In cases where the Supervisor has decided to not conduct an investigation and the employee subsequently elects to view the video, the employee will not be subject to discipline for the particular incident under review
- iv. The Incident Analyst will meet with the employee to discuss and clarify their decision prior to the employee proceeding to the Appeal Panel. **The Employee's attendance at the Review Meeting with the Incident Analyst will be required in order for the process to progress to the next step.**
- v. Within ten (10) working days, the Incident Analyst will prepare a written response to the employee's request for reconsideration.

Note: reasonable time extensions shall not unreasonably be denied.

b. Step Two: Referral to Appeal Panel

- i. If the employee is unsatisfied with the response at Step One of the Appeal process, ~~s/he~~ **they** may refer the matter to the Appeal Panel for considerations within fifteen (15) working days of the issuance of the reconsideration decision. The employee will forward their Appeal through ~~his/her~~ **their** Supervisor to the Training Department office Attn: Manager, Training.
- ii. The Appeal Panel will review the case. If the Appeal Panel reaches consensus it will prepare a written response, including a final determination of the preventability of the accident, to the employee within ten (10) working days of the committee meeting.

Note: In the event a disciplinary investigation is initiated, the appeal process shall be expedited, including an immediate referral to the Appeal Panel

6. Cancellation:

This Agreement may be cancelled by either Party upon providing sixty (60) days written notice to the other Party. In the event this Agreement is cancelled, the Parties agree that the grievance procedure would apply to Accident Adjudication decision appeals.

It does not restrict the rights of the employee to view the video or move the appeal to the next stage. The change enables the employee and the Union to view the video with the supervisor prior to initiating the next stage of the appeal process.

General

SECTION "G"

*The parties agree to the following changes throughout the Collective Agreement:
Replace any gender pronouns with "they", "them", "their" or "employee" as appropriate.*

Article G 1.04 Retroactive Pay

The applicable wage rates included in the Wage Schedule of this Agreement shall be applied retroactively for all job classifications listed in the Wage Schedule back to and including 1 April 2026~~3~~. The Employer shall compute retroactive pay for employees as a percentage of their "Gross Earnings" during the retroactive period. "Gross Earnings" shall include only the following:

- (a) straight-time earnings
- (b) overtime earnings
- (c) statutory holiday pay for those holidays which fall during the retroactive period and for which the employee was eligible to receive payment
- (d) sickness protection benefits for approved absences falling within the retroactive period, including supplements to Wage Protection Plan benefits paid during that period
- (e) any wage related premiums and allowances which are normally included as part of regular earnings
- (f) where there is an adjustment negotiated in contract negotiations to Lead Hand and Charge Hand wage rates

Article G 2.05.1 Advising the Union of New Employees Information

In a monthly report, the Employer will forward the name and address of each new employee to the Union Local which has jurisdiction over the new employee's position.

Article G 2.05.2

On the annual basis, or upon the President's request, the Employer will forward the name, preferred name, primary name, primary phone number, email address and address of each employee to the union Local which has jurisdiction. Requests will not be unreasonably denied.

There have been inconsistencies in the transfer of this legally required data to the Unions. This ensures that the contact information of all employees is current with both Unions.

Article G.2.07 Work Contract Out

It is agreed that the Employer will limit contracting out work as much as possible and any work that is contracted out will be done at wages and working conditions comparable to those paid by appropriate unionized companies, including CMBC.

In the event that the Employer considers contracting out work, the Employer will provide at least ~~30~~ **45** days' written notice in advance. The Employer will provide relevant information on the nature of the work to the Union and consider reasonable alternatives brought forward by the Union.

Contracting out of Operations and Community Shuttle work is legislated by the Transit Act. This section applies to Maintenance and increases the notice period by 50% given to the Union giving them more time to respond and fight back against proposed contracting out

Article G 2.09 Women's Advocate

The Employer and the Union recognize that employees who identify as women may sometimes need to discuss matters such as violence or abuse at home or workplace harassment. They may also need information about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize ~~seven (7)~~ **a total of ten (10)** Women's Advocates, appointed by ~~Unifor Local 111 and three (3) Women's Advocates for either~~ Unifor Local **111 or 2200**. When acting in this capacity, the duties of this role will include:

- Meeting with members who identify as women requiring assistance in the workplace and referring them to the appropriate resource;
- Participating in harassment investigations involving those who identify as women, as required;
- Responding to the confidential telephone line designated for the Women's Advocate;
- Liaising with the Company and regularly reporting on Women's Advocate activities;
- Such other duties as the parties may agree to.

The Union will advise CMBC of the identities of the appointed Women's Advocates and advise of any changes. New Advocates will be eligible for a one-time, 3 day paid leave of absence to attend a training program, supplied by Unifor and previewed by the Company. They will work as Women's Advocates on an as required basis. For six (6) of the Advocates, Unifor Local 111 will provide bookoffs up to a maximum of ten (10) hours per month. The Company will provide a paid leave of absence for two (2) of the Advocates identified by Unifor Local 111, to a maximum of twenty (20) hours per month, per Advocate.

CMBC and the Union will monitor the time of the Women's Advocate as required and will work together to ensure that CMBC's operation is not unduly impacted by these Union leaves.

This was to ensure that both locals 111 and 2200 could fully fill the positions. It was difficult for 2200 to fill their allotted positions. Therefore, it was agreed to fill the 10 positions from either local. All parties to this agreement see the value of the women's advocates in the workplace.

Article G.2.10 Mental Health Advocate

The Employer and the Union recognize that Union members and their families can face a wide range of issues including, but not limited to, depression, grief over personal loss, family breakdowns, debt, violence or bullying, addiction or substance dependency, behaviour-based addictions, and other mental health issues.

For this reason, the parties agree to recognize **a total of eight** ~~six (6)~~ Mental Health Advocates appointed by **either** Unifor 111 **or** ~~and two (2)~~ Mental Health Advocates for Unifor 2200. These Advocates are not intended to replace professional counselling services; they are meant to assist the employees to access the resources available through the Company's Employee Family Assistance Program (EFAP).

Advocates will treat all matters brought to their attention in strict confidence.

The Union will advise CMBC of the identities of the eight (8) appointed Mental Health Advocates and advise of any changes. The Employer understands that these employees will need Union leave to attend the Unifor 40-Hour Worker Referral Assistance Program (level 1 and 2) conducted at the Unifor training centre in Port Elgin.

The Company will provide the eight (8) Advocates with bookoffs with pay up to a maximum of fifteen (15) hours each per month. They will work as Mental Health Advocates on an as required basis.

CMBC and Unifor will monitor the time of the Mental Health Advocates as required and will work together to ensure that CMBC's operation is not unduly impacted by these Union leaves.

It was difficult for 2200 to fill their allotted positions so as above these are to become eight advocates from the whole. Therefore, it was agreed to fill the 8 positions from either local. All parties to this agreement see the value of the Mental Health advocates in the workplace.

Article G 3.03.1 First Stage

The employee, and a Union Officer, may within fifteen (15) days of the action on the part of the Employer which led to the dispute, or complaint, grieve the matter orally **and in writing** to the employee's immediate supervisor. The grievance must be answered within five (5) days of receipt of the grievance.

This ensures that the proper timelines for the in the Collective Agreement are adhered to and maximizes the chance that an oral grievance is properly managed. This moves current practice into the CBA, having a paper trail is increasingly important.

Article G 3.04 Grievance Mediation

Notwithstanding the foregoing, 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, and where the Parties agree in writing to proceed to grievance mediation pursuant to this clause, ~~Mr. Brian Foley or Mr. Mark Brown, or a substitute~~ **mediator** agreed to by the Parties, shall

- (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.

The Parties agree to pay the Mediator one-half each for reasonable remuneration, travelling and out of pocket expenses.

Updating the language in the collective agreement to reflect the current status of arbitrators.

Article G 4.01 Technological Change

The Parties hereto agree to co-operate so that the Employer can take full advantage of improved technology.

The Employer shall notify the Union **in writing** six (6) months or as soon as practicable, in advance of an intent to introduce new technology which will displace any employee covered by the Agreement.

After receipt of such notice, the Union will meet with the Employer to discuss what impact the technological change will have on the job classifications and identify which employees will be set back to a lower paying job classification, laid off under terms of G 8.04, or terminated. Failing agreement, either Party may refer the matter to Arbitration covered under Article G

To preserve the integrity of the process by ensuring that any technological change is communicated in writing to the Union.

Article G 7.00 Disciplinary Action

The primary purpose of progressive discipline is to correct employee behaviour. The Employer has the right to discipline or dismiss any employee for just and reasonable cause. It is understood that employees will have the right to Union representation for all meetings relating to potential or actual discipline. Failure to provide Union representation for such meetings without agreement with the Union will result in any resulting discipline being rendered null and void. Nothing in this Article shall restrict the right of the affected employee or the Union to grieve the discipline or dismissal.

We were able to enshrine the progressive disciplinary process in the Collective Agreement without any impact on the employees. This also enables the Union to demonstrate to an arbitrator during the grievance process when the employer applies discipline that falls outside the progressive disciplinary process.

Article G 8.02 Section Seniority

Notwithstanding that sSection seniority is not transferable between Locals 111 and 2200 for the purpose of G 8.01, **consideration shall be given to employees of the Local in which the vacancy is posted before consideration is given to employees in the other Local, and then outside the Unifor bargaining unit.**

This will formalize the way in which Human Resources is now required to give internal applicants priority over outside applicants. This was not their current practice.

Article G 8.05.2 Seniority

Employees shall retain their job seniority and their section seniority until:

- (a) the date they are permanently promoted or transferred to a position outside the bargaining unit; or
- (b) they have been temporarily promoted to a position outside the bargaining unit for a period in excess of 128 working days within a calendar year.;
- (c) **For Transit Operators, see Article O7.00**

Recognizing that there is specific language for temporary promotions that is exclusive for Transit Operators.

Article G 9.02 Vacation Entitlements

Employees who complete the years of service shown under column (1) shall be entitled to the corresponding number of days of Annual Vacation with pay as shown in column (2) to be taken during that year and subsequent years.

(1)	(2)
1 year of service	15 days
7 years of service	20 days
15 years of service	25 days
22 years of service	30 days

Housekeeping issue that needed to be corrected from the last round of bargaining.

Article G 9.03.3 Part-Time Employees

Part-time employees shall receive a prorated entitlement based on the number of hours they normally work in a week.

An employee who transfers from Community Transit Service to Conventional will not have their service as a Reduced Time Operator (RTO) pro-rated for the purpose of AV entitlement.

This ensures that every year a reduced time employee works at reduced time is calculated as a year for AV, not a fraction of a year.

Article G 9.06.4

Prior to Annual Vacation Sign-up, employees will ~~sign an intent sheet to~~ indicate the number of weeks of banked vacation they are requesting to take off or bank in accordance with G 9.06.1 in the following year.

Updating language in the Collective Agreement to reflect the current practice and not to deviate from the AV Sign-up process.

Article G 10.03.1 Transit Operators

Operators may elect to bank Statutory Holidays by seniority sign-up in blocks of either ~~five days or ten days~~ **one week or two weeks**. The Employer shall determine the Statutory Holiday blocks to be made available in each sign-up. If, when taking the time off as signed, the employee has not earned all of the Statutory Holidays, the employee may take the time off without pay, or may work on the Spareboard as Junior Extra with guarantee, or may access ~~their his or her~~ Banked Overtime. If such employees elect not to bank Statutory Holidays, they shall nevertheless be required to work any holiday scheduled as a work day in accordance with Article G 10.04 and they shall not receive another day off in lieu.

Housekeeping: Recognizes CWW

Article G 11.02.1

Requests for leaves of absence from employees who identify as Indigenous, and who have completed three (3) months of full-time employment, where the request is for the purpose of engaging in a significant ceremonial, cultural or spiritual event will not be unreasonably denied.

To recognize the need of our Indigenous members to participate in important cultural events.

Article G 11.02.4 Military Leave

When an employee is called by the Canadian Military Reserve to participate in Canadian Forces activities, they may request a leave of absence from work. A request for leave must be given in writing to the Employer at least four (4) weeks in advance of the leave and will include supporting documentation from the Military. Subject to operational requirements, the Employer may grant up to ~~37.5~~ **75** hours of ~~paid~~ Military leave per year for an employee to serve on Military duty.

When a ~~paid~~ Military leave of absence has been granted, the Employer shall pay the employee the difference between the compensation paid to the employee by the Military and their regular hourly pay for the straight-time hours they otherwise would have worked.

To increase permitted weeks as most training is now 2 weeks long. This is a top up

Article G 12.00 Wage Protection Plan

The provisions of this Article shall only apply to regular employees who have completed three (3) months of employment, commencing from the date of hire.

Employees will be provided with ~~six~~ **eight** days per calendar year, to be applied to the first three days of any absence due to non-occupational injury or illness. These ~~six~~ **eight** days will be paid by the Employer at the employee's regular straight time wage rate and will not require sick claim forms. On the fourth day of continued absence, employees must apply for Short Term Disability benefits in accordance with this Collective Agreement.

Although these ~~six~~ **eight** days will be included in an employee's overall attendance record, it is understood that appropriate use of these ~~six~~ **eight** days will not cause that employee to be introduced into the Company's Attendance Program.

Adds two additional sick leave days. Leaves in the appropriate use of sick days will not cause the member to be introduced into the Company's Attendance Program.

Article G 12.07.03 WorkSafeBC Payments

1. in not more than ten (10) consecutive pay periods, except as provided in (3) below; and
2. in relatively equal payments, at no less than \$100 per payment, unless the outstanding balance to be repaid is less than \$100, in which case the entire amount will be recovered in one payment; and
3. In cases where the amounts owed exceed \$1,000, the Pay Department will advise the Union and the Employee to ensure the Employee understands the repayment plan; and
4. in cases where the amount to be recovered on one single pay cheque exceeds ~~50%~~ **25%** of the employee's regular net pay*, the amount recovered per cheque will be adjusted to ~~50%~~ **25%** of the employee's regular net pay and the number of pay periods over which the amount is recovered will be extended beyond ten (10) to the number of pay periods required to recover the entire amount of the advance; and
5. in cases where the above arrangement would create economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

To alleviate the financial strain on an employee who is required to pay back a WCB advance by lowering the threshold before the company is required to contact them.

Article G 13.02 Extended Health Benefits

The supplementary Plan shall provide additional health benefits equivalent to the standard Pacific Blue Cross Extended Health Care Plan as it exists at the date of signing of this Agreement.

The benefits shall include:

- (a) Lifetime maximum benefit of \$2,500,000.00.
- (b) Eyeglass and Laser Eye Surgery coverage at \$600.00 per covered member renewable every twenty four (24) months, to be used either for Eyeglasses or Laser Eye Surgery.

Additionally, the Employee will be covered for routine eye examinations that are performed by a Physician or Optometrist. Coverage is subject to appropriate deductible and co-insurance provisions (includes prescription sunglasses and contact lenses).

- (c) Hearing aid coverage at \$1,500 maximum for each ear, renewable every five (5) years, subject to deductible and co-insurance provisions. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.

The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.

The Employer will also provide free annual hearing testing for transit operators on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by WSBC and the Motor Vehicle Branch.

- (d) Employee vaccination for shingles as recommended by the BC Public Health Officer.

- (e) **Annual PSA (Prostate Specific Antigen) testing.**

- (f) Practitioners

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding xrays (unless indicated below), appliances and tray fees. The services of a speech language pathologist and private duty nurse require referral by a Physician.

- | | | |
|------|-------------------------|------------------------|
| i. | acupuncturist | \$600 |
| ii. | chiropractor | \$600 |
| iii. | massage practitioner... | no calendar year limit |
| iv. | naturopath | \$400 |
| v. | physiotherapist | no calendar year limit |

- vi. podiatrist \$600
- vii. psychologist* \$4000
- viii. speech language pathologist \$1200
- ix. private duty care by a registered nurse for a person with an acute condition in the person's home or in a hospital in the patient's province of residence.

*registered psychologist or registered clinical counsellor

For all the details of extended health benefits, consult the Employee Benefits Booklet provided by the Extended Health Benefits Provider, or on the myCMBC portal.

The addition of all vaccinations (including shingles) recommended by the BC Public Health Officer.

The addition of paid PSA testing.

Article G 13.03 Dental

The Employer will provide a dental plan for all eligible regular employees covered by this Agreement. Coverage for all new regular employees shall commence on the first day of the next month following two (2) full calendar months of employment. The benefit plan will be equivalent to that offered by Pacific Blue Cross in Plan A (90% co-insurance) Plan B (70% co- insurance) and Plan C (50% co-insurance with a lifetime limit of ~~\$5000.00~~ **\$6,000** per person covered by the Plan).

Improvement to existing Orthodontia increased by \$1,000 (Plan C).

Article G 15.02 Safety Shoes cost Sharing

Where safety shoes are required to be worn on the job, the Employer shall either provide an employee with ones that it determines to be suitable for the work or reimburse the employee for the purchase or repair of the safety shoes, including replacement insoles, as in either (i) or (ii) below:

- (i) to a total amount not exceeding ~~\$200.00~~ **\$225.00** in a calendar year.
- (ii) to a total amount not exceeding ~~\$400.00~~ **\$450.00** per two year period. The acceptable alternative is the purchase of one pair of heavy (winter) and one pair of light (summer) safety footwear per two year period.

This replacement may be more frequent for Servicepersons based on proof of need. In order to qualify for reimbursement as provided herein, the employees shall:

- (a) obtain the prior approval of their immediate supervisor for the purchase of or repairs to safety shoes or purchase of replacement insoles; and
- (b) submit a receipt describing the purchase or repairs and amount paid by the employee.

Article G 15.03 First Aid Allowances

Transit Operators possessing an **Intermediate** ~~Level-2~~ first aid certificate will continue to receive the premium for non-designated employees provided below.

Schedule

Non-designated employees authorized to receive First Aid Allowances.

Intermediate ~~Level-2~~ 21¢ per hour

Housekeeping to reflect new language utilized by the WCB.

Article G 15.03.1

When an employee is required to remain on site during their unpaid one half-hour meal period in order to provide first aid coverage, they will receive a straight time allowance for the duration of the meal period.

In the event this employee must apply first aid during the unpaid one half-hour meal period they will receive a 200% allowance for the duration of the meal period.

The allowance will only apply to those employees who hold **Intermediate or Advanced** ~~level two or level three~~ first aid certificates.

Housekeeping to reflect new language utilized by the WCB.

Article G 15.XX National Day of Mourning

Each year on April 28, or a date determined by the federal government, to support the National Day of Mourning, CMBC will lower the Canadian flag at all work locations. Employees will be encouraged to consider pausing for a moment of silence at 11 a.m. in memory of workers who have lost their lives on the job. This moment of silence does not apply to front-line employees who provide uninterrupted service for CMBC's customers.

To officially recognize the National Day of Mourning for those workers who have lost their lives on the job. Everyone should go home safe.

Article G 15.XX Education Leave for Safety Committee Members

In accordance with Section 41 of the Workers compensation Act:

- 1) Each member of a joint safety committee is entitled to an annual educational leave totalling eight (8) hours, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers Compensation Board.
- 2) CMBC will provide the educational leave under this section without loss of pay or other benefits and will pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

Enshrine in CBA the current legislation granting Health and Safety Committee's annual training.

Article G 16.00 Payment of Wages

~~Employees hired before March 31, 2007, shall be paid every two weeks by cheque on every other Friday or on the preceding working day when a pay day falls on a holiday. Employees hired after March 31, 2007 shall be paid every two weeks by direct deposit on every other Friday or on the preceding working day when a pay day falls on a holiday. Where special circumstances warrant, the Company will make payment by cheque for a reasonable period of time. Adjustment of a pay shortage of one full day's pay or more can be covered by a pay advance made by interim cheque at the request of the employee.~~

Pay shortages of less than one full day's pay but greater than fifty dollars (\$50.00) will be covered by a pay advance at the request of the employee.

~~Article G 16.01 Issuing Pay Cheques – Shift Workers~~

~~Employees on evening shifts shall upon request be issued pay cheques from 15:00 of the day preceding pay day and on pay day when the depot office opens.~~

There are only five employees who still receive paper cheques. They will continue to receive them until they complete their service with CMBC. Every other employee and new hires shall receive electronic payments.

Article G 19.00 16.01 TIME SLIPS

All time slips and overtime slips shall be completed and submitted to the Employer. Any such slip that is incorrect or incomplete will not be honoured by the Employer for payment until corrected.

Housekeeping re - number.

Article G 16.02 Shift Trades for Pay

Employees working work that is given away by another employee are paid their regular rate of pay for the work and may receive premiums attached to the work, but will not be eligible for overtime pay or any other premiums generated specifically by taking the work.

This places the current practice in both Locals into the Collective Agreement. This outlines how a trade is paid; all premiums attached to the work shall be paid (including extending the work). No additional premiums shall be paid that are generated by taking the work. This is a catch all phrase to eliminate the potential for attracting premiums that should not be contemplated when taking work. For example: taking a tripper with a mid-run there shall be no spread over pay or overtime pay for the tripper, as well as premiums normally earned by working a 6th or 7th consecutive day.

The Parties agree to meet within 60 days of ratification to:

- a. Create an LOU regarding shift trades for conventional Transit Operators.
- b. Create an LOU regarding shift trades for employees subject to Part M (Maintenance) of the Collective Agreement

Defining the different practices that occur in Locals 111 and 2200 with respect to trades.

Operations

SECTION "O"

The parties agree to replace any references to "garage" and/or "Operating Centre" with "Transit Centre", as appropriate, throughout section O.

Article O 2.02.1 Union Sheet Committee

The suggestions of the appointed Union representatives (Sheet Committee) as to the construction of the running sheets will be adopted as far as possible provided:

- (a) the completion of the running sheet will not be unduly delayed, and
- (b) the Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

Separate Sheet Committees, consisting of two (2) employees at Hamilton, Port Coquitlam, Richmond and Surrey Operating Centres, three (3) employees at Burnaby Operating Centre, and four (4) employees at VTC will be appointed and the Employer and the Union shall share equally the straight-time wages of Union Sheet Committee representatives for time spent at sheet inspection.

Sheet inspection will not be delayed if a regular Sheet Committee member is unavailable. An alternate will replace the regular Sheet Committee member.

Sheet Committees will be provided with such documents as are necessary to examine the composition of the running sheets for sign-up as per applicable Agreement Articles re: construction of running sheets. Discussion arising out of same to be confined to same.

The Employer will provide information on changes in new running sheets to the Sheet Committee one (1) week prior to sheet examination and email the Union committee of any additional changes in new running sheets five (5) days prior to sheet examination.

Following the above process, the Company will provide preliminary sheets, with days-off pairing, to the Union Sheet Committee. The preliminary sheets will be posted in the depots for five (5) days after which the Union Sheet Committee may provide the Company with requested days-off pairing changes for consideration. The Company will then complete the finalized roster and send it to the Union Sheet committee.

To enshrine the current practice to enable operators to request preferred days off on specific work.

Article O 2.02.2 Running Sheets - Frequency

The Employer may introduce additional running sheets and may extend the period of a running sheet as required. It is intended that the Employer will post new running sheets for sign-up according to a frequency not fewer than four (4) new running sheets per year for each Operating Centre, including one (1) System **(also known as Consolidated)** Sign-

up per year. No running sheets will be in force for a period longer than eighteen (18) weeks, plus the period to the Monday following the next pay break.

Housekeeping

Article O 2.02.6 Recovery

In accordance with LOUs #26 and #28, an objective of these committees is to ensure Operator concerns with respect to scheduling and service-related matters are properly investigated and addressed, which may include running time and recovery.

At the end of each trip, and subject to space/vehicle limitations and other site specific considerations, a minimum of five (5) minutes of recovery will be allocated.

The Parties agree that recovery that includes a rest for Operators is an important part of the schedule. Each run will have scheduled recovery time in the run. Notwithstanding the scheduled recovery, except split shifts, Special Category runs, and runs on Sundays, Operators will be entitled to a minimum amount of actual recovery as follows:

Effective January sheet 2021	45 minutes
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Effective September sheet 2023	50 minutes
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Every effort will be made to ensure that the recovery time in a run is distributed evenly, considering rush hour peaks. An Operator who is not able to take the minutes of actual recovery set out above over the course of the work may file an overtime claim and be paid at 200% for lost minutes up to the associated guarantee. To determine the correct amount on any given day for calculating the claim, the Company shall use GPS (or other data) and shall provide this to the Union representative upon request. If it can be shown that the actual time did not provide for the minimum guarantee (or portion thereof) the overtime claim shall be automatically paid unless there was an incident that occurred outside of the Company's ability to plan when building the schedule, in which case this guarantee does not apply. Traffic and congestion are considered to be within the Company's ability to plan.

To better equip our service review committees to engage with the schedulers to produce better sheets for the operators.

Article O 3.02.2

Spareboard Operators, by their turn at ~~the P.M. rollcall~~ **No Day rollcall** who are not able to show that they have signed on, and are safe on seven and one-half (7 1/2) hours work on any given day (five hours on Sundays and on **Statutory** Holidays) must take the longest piece(s) of work up to a day's work of 7 1/2 hours. This provision is suggested with the understanding that, in keeping with seniority privileges, an Operator may pass down the longest piece(s) of work in favour of taking the second longest or third longest, etc., as long as there are junior Spareboard Operators available who are not able to show that they have signed on, and are safe on 7 1/2 hours work (five hours on Sundays and on **Statutory** Holidays).

Housekeeping

Article O 3.06.1 Report Time

Operators shall be paid **20 minutes** ~~the following~~ report time for taking trolley coaches or motor buses out of the garage to operate in regular scheduled service and charter runs:

Depots: ~~20 minutes report time up to 11:59~~

~~13 minutes report time after 12:00~~

Housekeeping to enshrine current trial practice in CBA as permanent practice.

Article O 3.09 Training Premium

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of ~~\$2.50~~ **\$5.00** per hour while engaged in training work.

Enshrines current temporary increase as a permanent increase.

Article O 4.00 Washrooms

The Company and Union agree that for locations where no washroom exists at a terminal, **Operators may contact TComm for assistance, and** the parties will identify reasonable solutions for those particular locations. It is further understood that CMBC relies upon the municipalities and 3rd party agreements to provide washroom facilities over and above the CMBC owned facilities, and the Company will act on a priority basis to deal with any permit or other issues that are impacting the availability of facilities due to any municipal restriction. The Parties agree to form a working group in each depot, comprised of one member of the Union appointed Washroom Committee and one Company member to review all of the washrooms associated with their transit centre. The Parties will identify and prioritize areas for improvement, including increasing the number of washrooms, how often they are cleaned, whether porta-potties are required and other issues that may arise within ninety (90) days of ratification and further this group will meet at least once every month. The Company is committed to ensuring that the necessary resources are allocated to this issue.

This addition provides guidance for operators while on the road. This committee did not meet with the Company during the length of the last contract. This MOA recommits to meeting within 90 days of ratification.

Article O 6.00 New ~~Operating~~ Transit Centres

If the Employer establishes new ~~operating~~ transit centres, these new centres will be covered by this Agreement but will be subject to local operating conditions. **The Parties will meet a minimum of three (3) months prior to the opening of a new transit centre.**

Housekeeping - language update to transit centres for consistency within CBA and adds a timeline on when a meeting occurs.

Article O 8.00 Shift Premium

Effective at ratification, Operators shall be paid a shift premium of ~~\$1.35~~ **\$2.05** per hour for all hours worked after ~~20:00~~ **19:30, up to the end of the service day.** Additionally, ~~Early morning pieces starting before 03:30 will not be paid the premium for all hours up to 03:30.~~

This change includes an increase to the premium amount. By moving the premium start time 30 minutes earlier and cancelling the early morning start premium, 80 additional operators will receive shift premium for every one operator who loses it.

Maintenance

SECTION "M"

Article M 2.01.1 Garage Sign-ups

Lists will be posted annually (or more often) permitting choice of shifts on a seniority basis, competency considered. **The Employer will provide the Union with the finalized sign-up sheets two (2) weeks prior to the sign-up date.** The wages of four (4) Union Representatives will be paid by the Employer for the purpose of participating in and operating duty sign-ups. The basis of payment for the Representatives will be nine (9) hours at straight-time.

This language addition ensures that members will have two (2) weeks to study the sign up sheets.

Article M 3.04.1 Shift Premium – Shops and Garages

Garage employees shall be paid the following shift premiums for time worked on the afternoon and night shifts. The shift differentials shall be paid separate from the wage rate for time worked on the appropriate shift as defined by past practice.

Afternoon Shift:

Effective April 1, 2027	\$1.75 \$2.00 per hour
Effective April 1, 2028	\$2.50 per hour
Effective April 1, 2029	\$2.75 per hour

Night Shift:

Effective April 1, 2027	\$2.05 \$2.50 per hour
Effective April 1, 2028	\$3.50 per hour
Effective April 1, 2029	\$4.00 per hour

Article M 4.01.5

The Employer will determine whether or not a vacancy will be filled in any classification on any shift. **Duty roster spots that become vacant between changeover and October 1st will be posted.**

This fixes the issue where duty roster vacant spots were not being posted and the company would fill with pool positions.

Article M 5.06 Charge Hands and Lead Hands Wage Rates

While so acting, a Lead Hand shall be paid a wage rate of ~~75¢~~ **\$1.00** per hour and a Charge Hand shall be paid a wage rate of ~~\$1.50~~ **\$1.75** per hour in addition to their straight-time rates.

Article M 6.01 Apprenticeship Program and Committee

~~The Employer and the Union agree to establish an Apprenticeship Training Committee, which shall include Union Representatives from Local 2200~~ **consist of three (3) representatives of the Union, which includes the Apprentice Coordinator, and three (3) representatives of the Employer, which includes a Manager responsible for the Apprenticeship Program.**

Upon mutual agreement, either Party may bring additional representatives to provide input on the issues under discussion.

~~The Committee will be responsible for the general administration of the Apprenticeship Program and will consist of three (3) Employer and three (3) Union Representatives drawn from Maintenance.~~ **The Committee will meet no less than four (4) times per year.**

Application for admission into the Apprenticeship Program will be received from those employees who meet the requirements in the Apprenticeship Program Manual.

This is housekeeping and aligns language with current practice.

Article M 6.04 Settle of Differences

Any matters the Apprenticeship Committee is unable to resolve may be referred by the Committee to the Maintenance Advisory Committee for further consideration and, if necessary, to the Director, ~~Fleet Management~~ **responsible for the apprenticeship program** for final determination.

This is housekeeping to ensure the appropriate person is involved, as responsibilities change.

Article M 6.07 Failure

If an apprentice fails to successfully complete any module ~~Standard Level Exam (SLE)~~ **Standard Level Exam (SLE)** in the Apprenticeship Program on ~~his/her~~ **their** second attempt, ~~or if an apprentice fails to successfully complete the Interprovincial Red Seal Exam (IPSE) on their third attempt,~~ **or if an apprentice fails to successfully complete the Interprovincial Red Seal Exam (IPSE) on their third attempt,** ~~his/her~~ **their** apprenticeship ~~will then~~ **may** be terminated in accordance with the provisions of the Apprenticeship Program. **Prior to termination, and where extenuating circumstances can be demonstrated, an apprentice may submit a written request for reconsideration to the Manager responsible for the Apprenticeship Program. The Manager will consider the request in consultation with the Apprenticeship Coordinator. Upon termination from the Apprenticeship Program, and he/she they may exercise his/her their seniority to revert back to his/her their previous classification with the seniority that he/she they had obtained by the actual time spent in his/her their previous classification.**

This offers greater protection and security for Apprentices as they advance through their apprenticeship.

Article M 6.10.1

The Pre-aApprentice will be paid at the same rates of pay as the Serviceperson rates.

Housekeeping.

Article M 6.10.2

Applicants must have a current ELTT or equivalent **comparable qualifications, training, and experience.**

Housekeeping

Article M 6.10.13 (NEW)

As pre-apprentice is not a job classification, employees in the Pre-Apprentice Program will accrue seniority in the classification they held prior to entering the Program. Pre – apprentices without a previous classification will accrue service person seniority.

This ensures that when Pre-apprentices are hired from outside, they will accrue seniority and will have a position to fall back on.

Article M 8.05 Prescription Safety Glasses

Where prescription safety glasses are required to be worn on the job, the Employer shall either provide an employee with ones that it determines to be suitable for the work or reimburse the employee for the purchase of prescription safety glasses for an amount not exceeding ~~\$275.00~~ **\$325.00** per two year period.

In order to qualify for reimbursement as provided herein, the employees shall submit a receipt describing the purchase and amount paid by the employee.

If a repair or replacement prior to the two-year period is required due to the safety glasses becoming damaged, lost or broken, the employee shall obtain the prior approval of their immediate supervisor, then submit a receipt describing the repairs/replacement and the amount paid by the employee.

Article M 14.00 UNSCHEDULED A/V DAYS – MAINTENANCE DIVISION (Formerly LOU #55)

14.00 UNSCHEDULED A/V DAYS – MAINTENANCE DIVISION (Formerly LOU #55)

In conjunction with Article G 9.00, the Company will allow Maintenance employees who are entitled to three (3) weeks annual vacation the option of leaving one (1) week of Annual Vacation unscheduled and Maintenance employees who are entitled to four (4) weeks or more of Annual Vacation the option of leaving two (2) weeks of Annual Vacation unscheduled, at the time of Annual Vacation Sign-up. These unscheduled days

will be scheduled by mutual agreement subject to staffing requirements at a later date and may be taken one or more days at a time. The following rules shall apply:

1. Employees must show their intent to retain the one or two weeks of unscheduled days at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
2. All unscheduled annual vacation must be taken by January 31.
3. Employees are required to submit a time sheet prior to taking an Annual Vacation day.
4. Employees shall arrange these Annual Vacation days with their immediate supervisor, giving forty-eight (48) hours minimum advance notice of their intent.
5. The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.
6. ~~These unscheduled days will not be taken between June 15 and September 10 of each year.~~

Unscheduled days may be taken between June 15 to September 10 if staffing requirements allow. This prevents managers from blanket denying any Unscheduled A/V during this period.

SEABUS

SECTION "S"

Article S 2.01 Minimum Report Time

Employees who are ill or injured and unable to report for duty are expected to advise an Assistant Manager at least ~~one (1) hour~~ **thirty (30) minutes** prior to the time they would normally report for duty **for am shifts and two (2) hours prior for pm shifts**. Employees who fail, except in extenuating circumstances, to notify an Assistant Manager as herein noted may not receive sickness protection pay.

To provide employees who live closer to Seabus to call in at closer time to their starting time.

Article S 2.02 Notice to Return to Work

Employees reporting back to work following a sickness or returning early from an approved leave of absence or returning from any other absence where a return time has not been previously specified shall notify the appropriate department prior to the following times:

- (a) ~~15:00~~ **14:00** for a morning watch the following day;
- (b) 10:00 for an afternoon/night watch the same day.

The above deals strictly with limits and does not mean that earlier notification of return to work should be delayed.

To provide management notice of intent to come back to work.

Article S 3.03 Prescription Safety Glasses

Where prescription safety glasses are required to be worn on the job, the Employer shall either provide an employee with ones that it determines to be suitable for the work or reimburse the employee for the purchase of prescription safety glasses for an amount not exceeding ~~\$275.00~~ **\$325.00** per two year period.

In order to qualify for the reimbursement as provided herein, the employees shall submit a receipt describing the purchase and amount paid by the employee.

If a repair or replacement prior to the two-year period is required due to the safety glasses becoming damaged, lost or broken, the employee shall obtain the prior approval of their immediate supervisor, then submit a receipt describing the repairs/replacement and the amount paid by the employee.

Article S 5.01.1 Temporary Employees

Temporary employees shall be paid for actual time worked to a maximum of seventy-five (75) straight-time hours in a pay period. In the event a temporary employee works more than seventy- five (75) straight-time hours in a pay period, the said hours shall be

credited to the employee's lay day bank. Temporary employees may not incur a negative lay day bank balance.

In no case will temporary employees work more than eighty (80) hours in a pay period, **except as follows:**

When a temporary employee is assigned long term work to replace a regular employee in an engineering classification, who is on an extended absence for a minimum period of six (6) weeks, they will work the watch rotation of the employee they are replacing.

When they are temporarily replacing an employee in a full-time schedule allowing them to work their schedule

Article S 5.04 Watch Differentials

The afternoon/night watch is defined as a watch where the majority of the scheduled hours of work fall between 15:00 and 06:00. Overtime work shall not attract a watch differential.

The Watch Differential shall be as follows:

Effective April 1, 2027	\$1.75 \$2.00 per hour
Effective April 1, 2028	\$2.50 per hour
Effective April 1, 2029	\$2.75 per hour

The Night Shift Watch Differential for the SeaBus Mechanical group shall be as follows:

Effective April 1, 2027	\$2.05 \$2.50 per hour
Effective April 1, 2028	\$3.50 per hour
Effective April 1, 2029	\$4.00 per hour

Community Transit Service

APPENDIX "C"

Appendix C 2.01.1 Normal Work Day and Work Week

Approximately seven and one-half (7 ½) hours shall constitute a normal day's work and thirty- seven and one-half (37 ½) hours shall constitute a normal week's work of five (5) working days and two (2) consecutive days off. One half (1/2) hour unpaid break may be scheduled into each day. ~~Effective the January 2024 sheet,~~ Full-Time Operators shall be guaranteed the thirty- seven and one-half (37 ½) hours, weekly. The straight time portion of any overtime hours worked will count towards this weekly guarantee.

Housekeeping.

Appendix C 2.02.1 Payment for Overtime Work

Overtime premiums will not be paid unless the employee's actual work hours exceed seven and one-half (7 ½) hours in a work day, or thirty seven and one-half (37 ½) hours in a work week, unless the employee works an alternative schedule (for example, a compressed work week), in which case the employee will be paid overtime in accordance with that schedule.

A minimum of two (2) hours will be paid for any piece of work that is worked entirely at overtime rates.

Where the Employer requests Operators to extend their work beyond the scheduled hours of work:

- a) by working an additional piece of work, or
- b) by continuing in service as a result of a missed relief;
- c) **by more than fifteen (15) minutes for the purpose of a bus change on road;**

they shall be paid an additional two (2) hours minimum. When such extra work finishes within the scheduled hours of their shift, they will not be paid additional compensation.

Operators shall be required to complete a piece of work or index that has been delayed due to reasons beyond the control of the Employer (e.g. weather conditions, traffic conditions, etc.).

An Operator who is not relieved at the scheduled relief point will be required to do the following:

- 1. Notify TComm.
- 2. Carry on in service to the terminus or to a point as instructed by a Supervisor. If no relief is affected at either of these points, he/she will bring the bus into the garage. For this the Operator will be paid in accordance with Section O 3.04.2(i) of the current Collective Agreement.

3. If the Operator has a legitimate reason for not continuing past the relief point, he/she shall not be required to continue operating.

There shall be no compounding of premiums.

Adds an additional situation when a 2 hour pay claim can happen.

Appendix C 2.09 Training Premiums

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of ~~\$2.50~~ **\$5.00** per hour while engaged in training work.

Enshrines what was a temporary increase to training premiums into a permanent part of the CBA.

Appendix C 3.02 Benefits and Paid Leaves of Absence

Casual employees shall be paid 14% in lieu of all benefits (including Annual Vacation). ~~Casual employees shall be entitled to statutory holiday pay in accordance with the Employment Standards Act.~~ The Employer will pay the cost of mandatory medical examinations and associated medical form fees for Casual employees, when they renew their driver's licences.

This removes the different way stat pay was calculated for casual CTS Operators only. They will now earn stat pay the same as other CTS Operators. This will result in more CTS Casual Operators earning Stat pay.

Appendix C 3.03 Vacation

Annual Vacation

Employees other than Casual Employees shall earn annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take annual vacation anytime during that calendar year. New employees will be eligible for annual vacation after a period of 12 months of continuous employment. Reduced-Time Employees under this Section will not be subject to Article G 9.03.3 for the purpose of vacation entitlement. The vacation entitlements are as follows:

~~Until December 31, 2023~~ Effective January 2024

(1)	(1)	(2)
1 year of service	1 year of service	3 weeks
8 years of service	7 years of service	4 weeks
16 years of service	15 years of service	5 weeks
23 years of service	22 years of service	6 weeks

For the purposes of vacation pay, a "week" shall be an amount equivalent to the employee's signed up work, exclusive of overtime, for the week(s) of vacation to a maximum of 37 ½ hours.

Housekeeping

Appendix C 3.06 Safety

Community Transit Service Operations will have safety committees consistent with the WSBC regulations.

Eliminating this article protects CTS involvement in the property Health & Safety Committees and ensures they are included in G15. It eliminates the exception that weakened CTS rights to participate.

Appendix C 3.067 Temporary Employment

The parties agree to include "Community Transit Service Operations" in Article G 17.00.

House keeping - renumber.

Appendix C 3.078 Training

An appropriate training period will be determined by the Employer, after consultation with the Union. Upon request from an employee, and where the Training Department recommends that additional training is required, the Employer shall determine when the employee will be scheduled for training.

Housekeeping - renumber.

Appendix C 3.089—Specific Matters of Agreement

Appendix 'C' – "Community Transit Service Operations" shall be included in the list set out in Article G 20.00.

Housekeeping - renumber.

Appendix C 4.09 Shift Premiums

No later than by January 1, 2027, Operators shall be paid a shift premium of \$1.50 per hour for all hours worked after 19:30, up to the end of the service day. Early morning pieces will not be paid the premium.

CTS Operators will earn shift premium for the first time.

LETTERS OF AGREEMENT

TRANSIT OPERATOR WASHROOMS

Further to our recent discussions, the Company commits that, within 90 days of ratification, the Company will meet with the Unifor 111 Executive and/or designated members of Unifor Local 111 to discuss Transit Operator washrooms.

Representatives from CMBC Operations and CMBC Maintenance departments, including Facilities/ Infrastructure, will attend this meeting, where the Union will identify issues with washrooms for Transit Operators.

This meeting may outline issues to be addressed at regular washroom meetings as described in Article 4.00 of the Collective Agreement.

TRANSIT OPERATOR WASHROOMS ITEMS

Further to our discussions during the 2026 round of bargaining, and in reference to your letter of April 08, 2026 (Re: Transit Operator Washrooms)

The Union appreciates your letter. The issues that the Union will be identifying with the Parties at the meeting will include (but not be limited to) menstrual products, paper towels, and methods of making up-to-date washroom location information available to Operators.

The win here is that for the first time ever the employer has someone assigned to washroom issues. In the past everyone said it was someone else's responsibility, so it was impossible to make change. This will be very helpful to address the issues that have been brushed off by the employer for years.

ASSIGNING WORK THAT IS "SAFE IN THREE"

Further to the Union's proposal regarding the above, CMBC is prepared to engage in a Trial Procedure that would involve the following:

1. The Depot will make sure the safe time is clear, preventing operators from signing the work at a kiosk;
2. Once the work is displayed on web page screen in the bullpen, the Depot will page the work 'safe in three minutes';
3. The Depot will add the safe time into the system to make it signable by operators.

Please note that, with this process, Operators may see the work on a kiosk or the screen in the bullpen before it is paged.

This Trial is entered into on an experimental basis and is subject to cancellation by either the Employer or the Union upon ninety (90) days' written notice to the other Party.

This is a trial procedure to correct issues that arise with the Depot assigning work incorrectly when a piece of work must be assigned within the safe travel time.

MyWork (HASTUS)

We acknowledge the importance of the Spareboard Rules in honouring Spareboard Operators' seniority and CMBC is committed to remaining transparent in its application of the Spareboard Rules. To that end, we commit to meeting with Unifor's Spareboard Committee within 90 days of ratification to discuss that transparency and the system currently utilized by the Depots: Hastus.

This discussion may include the provision of reports to provide greater transparency regarding daily Spareboard assignments, which may include:

1. Overnight Volunteers
2. Overnight Work Assigned
3. Day-of Volunteers
4. Day-of Work Assigned

We look forward to our discussions.

This letter ensures the experts on Hastus deficiencies, the Spareboard Committee, are able to work on these issues with the employer. This also enshrines the employer agreeing that seniority and transparency is their goal.

PROCEDURE FOR REFUSAL

Further to our recent discussions, the Company commits that, within 90 days of ratification, we will issue a bulletin consistent with Section 3.12 of the Occupational Health & Safety Regulation. The bulletin will include information for employees regarding the procedure for refusing unsafe work and will be re-issued on an annual basis.

Please note that the above is in addition to the information normally provided to new employees during the training process.

The employer has consistently under-educated employees about their legal right to refuse unsafe work. This will require them to correct that. This also enshrines the Act as it sits today so protects from weakened legislation over the life of the agreement.

CAMERAS ON BUSES

During the 2026 round of collective bargaining, Unifor Local 111 and Unifor Local 2200 raised concerns on the use and impact of Artificial Intelligence (AI). These concerns included the use of CCTV, surveillance, data monitoring and AI assisted investigations.

CMBC confirms the bus camera and recording system is incident driven. Real-time monitoring, by a human or an AI-system, is not part of our design specifications or intentions during the term of the April 1, 2026 to March 31, 2030 Collective Agreement. Such a system would require resources and procedures currently beyond our capacity.

As a reminder, information derived from bus camera recordings is used to assist in the investigation of accidents, claims and on-board incidents. Some of these incidents may involve allegations of employee conduct that may warrant discipline and information derived from the recordings is used in the investigations of those incidents. However, this information is also used to exonerate employees, where a public complaint of employee misconduct is received but the information provided through the camera recordings does not support the complaint/allegations. Ultimately, the management representative of the employee involved will make their decision based on all the evidence collected during an investigation.

AI driven monitoring systems exist and are used in many other road transport worksites in Canada. This offers 4 years of protection from their use. This letter enshrines language currently found in CMBC camera and privacy policies into the bargaining discussion and protects members from a policy change for 4 years.

EMPLOYEES INELIGIBLE TO WORK – COMMUNITY TRANSIT SERVICE

Further to our discussions, should CMBC feel it necessary to not allow a casual CTS employee to work, or where a casual CTS employee is ineligible to work due to an ongoing investigation, and where the employee is following reasonable directives of the Employer, CMBC will endeavour to ensure the employee suffers no loss of pay, in accordance with Article G 7.05 of the Collective Agreement.

Currently a casual employee receives no wages if they are removed from work (for example on admin leave) this will ensure that will no longer occur.

KNOWN DAYS OFF PILOT – SEABUS

The following sets out the continuation of the Known Days Off pilot:

1. Senior Relief Employees will receive a minimum of five (5) known days in each pay period.
2. Junior Relief Employees will receive a minimum of four (4) known days in each pay period.
3. Floater Relief Employees will receive a minimum of three (3) known days in each pay period.
4. Known Days Off can be adjusted by the Employer with 14 days' notice. Any concerns related to this pilot should be referred to the SeaBus Advisory Committee (SAC).

This letter of agreement shall automatically expire at the end of the 2026 2029 Collective Agreement unless mutually agreed to continue.

To establish the guarantee days off in a two week period

EXECUTIVE LEVEL SAFETY REVIEW

The Employer and Union recognize the benefits of a safe and healthy workplace. The Employer and the Union cooperate fully in promoting safe work practices and conditions and the compliance of safety legislation, rules, policies and procedures.

To that end, the Parties agree to meet twice during 2026 for the purpose of discussing:

- CMBC's safety programs;
- Where, when and how accident, incident and safety-related (including near-miss) information is shared with Safety Committee members;
- Access to Safety Management System (SMS) documentation;
- Roles and responsibilities of the Central Safety Committees.

Attendees at these meetings will include one executive member from each of Local 111 and Local 2200 and up to two (2) members from the Unifor Locals (combined), the CMBC Director of Safety, Director of Labour Relations and up to two (2) other senior management members of CMBC. If agreed upon in advance, additional subject matter experts may also be invited.

Dates of the meetings will be agreed upon. If the parties agree that additional meetings are required, they will be scheduled on an as-needed basis.

An Executive Unifor member will forward the Unions' agenda items to the CMBC Director of Safety two weeks in advance of each meeting. CMBC will confirm the meeting and agenda one week in advance of the meeting.

It is understood that solutions to problems may require changes to current processes and procedures, both preventative and corrective, to protect the health and safety of employees and ensure CMBC is compliant with current legislation and Company rules, policies and procedures.

The Union brought forward many health and safety issues during bargaining, including Committee ToRs, the role of the Employers Safety Department and the new issues that MyHSE has brought up. This creates a forum to address those with the appropriate persons.

The parties agree to the following changes throughout the Collective Agreement: Replace any gender pronouns with "they", "them", "their" or "employee" as appropriate.

This has been agreed on for 3 consecutive CBAs and there are still errors, this reaffirms that commitment to correct language.