

January 16, 2026:

This draft represents the proposed version of the first Collective Agreement ratified by the membership on December 21, 2025.

A final, fully formatted clean copy is currently being prepared, and we extend our sincere thanks to the clerical staff whose careful work is making that possible.

We also wish to thank the membership for their patience and support as we complete the final steps of this important process.

# **Memorandum of Agreement between Inter-Facility Transport Inc. and CUPE Local 523**

The Parties agree that this Memorandum of Agreement represents the settlement of all outstanding matters between them and concludes the negotiations for a first Collective Agreement. The parties further agree to unambiguously recommend this Memorandum of Agreement to their respective principals.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 12th day of December, 2025.

**ON BEHALF OF:**

Inter- Facility Transport Inc.

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 523

\*\*\* SIGNED COPIES ON FILE WITH UNION AND EMPLOYER \*\*\*

\_\_\_\_\_  
Ginette Tetreault, HR/Finance

\_\_\_\_\_  
Tammy Carter, Local 523 President

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Stefan Legal, Operations Manager

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Kyle Clark, Local 523 Secretary Treasurer

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Jessie McKay, Bargaining Committee

# **COLLECTIVE AGREEMENT**

**Between**

**Inter-Facility Transport Inc.**

*(Hereinafter referred to as the "Employer")*

**and**

**Canadian Union of Public Employees  
Local 523**

*(Hereinafter referred to as the "Union")*

## **ARTICLE 1 – PREAMBLE**

**1.01** Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

**1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

**1.03** And whereas this Article 1 does not create a substantive or standalone right or obligation for either party;

Now, therefore, the parties agree as follows:

## **ARTICLE 2 – DEFINITIONS**

- a) “Employee” is any person employed by the Employer in one of the positions listed in Schedule A.
- b) “Employer” is Inter-Facility Transport Inc.
- c) “Probationary Employee” is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 19.
- d) “Union” is the Canadian Union of Public Employees, Local 523.

## **ARTICLE 3 – RECOGNITION AND REPRESENTATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees Local 523 as the sole and exclusive bargaining agent for all Employees employed at Inter-Facility Transport Inc.

### **3.02 Employment Assistance Placements**

The Employer will not use persons available through employment assistance programs to perform work of the Bargaining Unit.

### **3.03 Protection Against Volunteers**

Volunteers will not be used to perform work of the bargaining unit.

### **3.04 No Other Agreements**

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **3.05 Employee Contact Information**

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Union Executive on a quarterly basis.

### **3.06 Union Orientation Sessions**

#### **a) Potential Employees**

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

#### **b) New Employees**

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will provide the new Employee with the website of CUPE Local 523.

#### **c) Notification of new hires**

The Union will be notified of the full name, phone number, email address, job classification and start date of all Employees hired into the bargaining unit within one (1) week of their first day of employment.

### **3.07 Employee Access**

The Representative designated by the Union will be given access to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid. Meetings will not occur in areas where security clearance is required.

### **3.08 Right of Fair Representation**

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, provided it does not result in a delay.

### **3.09 Union Binder Tab**

The Employer has a work related binder in each work vehicle, which the Union can add a CUPE tab at the end of the binder and update with Union postings in that tab.

### **3.10 Copies of the Agreement**

The Employer shall arrange to provide electronic access to the Collective Agreement to all Employees.

## **ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION**

#### **4.01 No Harassment or Discrimination**

The Employer and the Union agree that all Employees will be protected against unlawful harassment or discrimination, as governed by WorkSafeBC or the BC *Human Rights Code*.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

#### **5.01 Management Rights**

The Union recognizes it is the exclusive right of the Employer to operate and manage the affairs in which it is engaged and to direct its working forces. Such rights, without limiting the foregoing, include, but are not limited to: the right to hire, determine the job qualifications of employees, classify, promote, transfer, layoff, recall, test; to discipline, suspend with or without pay, or discharge for just cause; to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to determine the utilization of all tools and equipment. The administration of the foregoing shall be consistent with the provisions of this Agreement. The question of whether any of these rights are limited by this Agreement will be decided through the grievance and arbitration procedure.

### **ARTICLE 6 – NO STRIKE OR LOCKOUTS**

#### **6.01 No Strikes or Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with BC *Labour Relations Code* and Provincial Government Laws and Regulations.

### **ARTICLE 7 – UNION SECURITY**

#### **7.01 Union Security**

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and those Employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

#### **7.02 Union Dues Deduction and Remittance**

##### **a) Union dues deduction and remittance**

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees Local 523 no later than the 10th day of the month following the one in which they were deducted.

**b) Dues supporting documentation**

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, classification/job title, regular earnings, hours worked, and dues deducted.

**c) T-4 slip**

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

## **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

### **8.01 Representation**

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **8.02 Union-Management**

- a)** A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer, to a maximum of two (2) representatives on both sides.

**b) Function of Committee**

The Committee will concern itself with the following general matters:

- i. Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- ii. Improving and extending services to the public.
- iii. Promoting safe and sanitary practices.
- iv. Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- v. Correcting conditions causing grievances and misunderstandings.
- vi. Any other matters mutually agreeable to the parties.

### **c) Meetings of Committee**

The Committee will meet quarterly every three (3) months at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer loss of pay for time spent with this Committee and such time spent on this Committee will be during regular working hours.

### **d) Jurisdiction of Committee**

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 9 – WAGES AND PREMIUMS**

### **9.01 Pay Days**

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

## **ARTICLE 10 – HOURS OF WORK**

### **10.01 Hours of Work**

Standard work hours are eight (8) hours a day and forty (40) hours a week. A week is from Sunday to Saturday.

The Employer retains the right to schedule night shifts that are in compliance with the *BC Employment Standards Act*.

### **10.02 Notice of Availability Submission**

Each employee is to submit "availability" (dates & shift (Day/Night/Weekend)) on the **twenty-fifth (25<sup>th</sup>)** ~~fifteenth (15<sup>th</sup>)~~ day of the month, to qualify for the following month's schedule. EXAMPLE: Each employee is to submit availability on the **twenty-fifth (25<sup>th</sup>)** ~~fifteenth (15<sup>th</sup>)~~ day of November to qualify for the following month of December.

Should the employee fail to submit availability to the Employer on the **twenty-fifth (25<sup>th</sup>)** ~~fifteenth (15<sup>th</sup>)~~ day of each month prior to the month being scheduled will result in no scheduled shifts for the corresponding month.



Employees who did not submit availability on or before the **twenty-fifth (25<sup>th</sup>)** fifteenth (15<sup>th</sup>) shall once again submit availability only on the days of which is clearly marked "OPEN" on the schedule.

Should multiple employees with late submissions request an "OPEN" shift at the same time and on the same day/shift when the schedule is posted, employee seniority will be in effect.

### 10.03 Work Schedule

Work schedules will be based on availability and required qualifications and scheduled with priority to the Employees with the highest seniority, based on a forty (40)-hour work week and provided it does not result in overtime. The above does not guarantee any amount of work hours.

### 10.04 Notice of Schedule

The hours of work of each employee shall be posted at least one (1) week in advance. In addition, the Employer may call-in employees to work based on availability and required qualifications and with priority to the Employees with the highest seniority.

### 10.05 Meal Period and Rest Periods

**Two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal period per standard eight (8) hour shift. Timing of the rest and meal periods to be communicated to and agreed with the Dispatcher, with the main consideration being operational requirements**

- ~~a) One (1) unpaid meal period of thirty (30) minutes shall be scheduled for each Employee working a shift of five (5) hours or more. This break will be mutually agreed upon the employee and the Dispatcher. This break shall be given at any time after three (3) hours of the employees commencing shift. Employees unable to take their meal period at the time scheduled shall be provided time later in the shift for the meal break. Employees who work the normal full time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.~~
- ~~b) Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each Employee during the working shift, to be scheduled by the Employer at any time during the employees shift and agreed upon the Dispatcher.~~
- ~~c) If Employees have been on shift for greater than two (2) hours, and they are given direction by Dispatch to "stand-by", this will start a paid rest period, in Article 10.05 b), for both Employees. If the stand-by continues past thirty (30) minutes, this will conclude the paid rest breaks for the entire shift.~~

~~If Employees have been on shift for greater than three (3) hours and not taken their meal period, and they are given direction by Dispatch to "stand-by for meal period", this will start their unpaid meal period, in Article 10.05 a), for both Employees.~~

## **ARTICLE 11 – OVERTIME**

### **11.01 Definition (Overtime)**

All time worked outside ~~the~~ standard work hours will be considered as overtime and paid as per the *BC Employment Standards Act*.

### **11.04 Reporting Pay**

An Employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of two (2) hours pay.

## **ARTICLE 12 – SICK LEAVE**

### **12.01 Paid Sick Leave**

In addition to the paid illness and injury leave set out in the *BC Employment Standards Act*, Employees may be approved to use those days in order to engage in personal preventative medical health and dental care. Employees will provide their availability indicating what dates they will be at preventative medical health and dental care so the Employer can schedule accordingly. If that amount of notice is not possible, Employees will provide notice to the Employer as soon as possible.

### **12.02 Notification to Employer**

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

## **ARTICLE 13 – VACATION**

### **13.01 Vacation**

- a) Employees are entitled to vacation as set out in the *BC Employment Standards Act*.
- b) Employees with more than eight (8) years of continuous employment with the Employer are entitled to eight (8)% vacation pay.
- c) All earned vacation pay will be paid out at each pay period.

## **ARTICLE 14 – LEAVES**

### **14.01 Family Leave**

Leave will be granted up to a maximum of five (5) days off without pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

### **14.02 Compassionate Leave**

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee

will continue to accumulate seniority. Seniority will be based on the monthly average based on the employee's prior twelve (12) months before the leave starts.

#### **14.03 Adoption, Pregnancy and Parental Leave**

In accordance with the *BC Employment Standards Act*

#### **14.04 Bereavement Leave**

Employees are entitled to bereavement leave as set out in the *BC Employment Standards Act*, with the addition that one of the days will be paid leave.

#### **14.05 Jury Duty**

Employees are entitled to leave for jury duty in accordance with the *BC Employment Standards Act*.

#### **14.06 Unpaid Leave of Absence**

Any Employee may apply in writing for leave of absence without pay for personal reasons other than illness. The Employee must give at least two (2) months' notice. The Employer has full discretion regarding the leave, and will respond in writing.

#### **14.07 Leave of Absence for Union or Public Duties**

An Employee who is elected or selected for position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the pay and Employer contributions associated with that pay.

#### **14.08 Union Leave**

An Employee elected or appointed to represent the Union at Union functions will provide their availability indicating what dates they will be at the Union function so the Employer can schedule accordingly. If that is not possible, upon at least two (2) weeks' written notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave. The Employee will be allowed the leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the pay and Employer contributions associated with that pay. A maximum of two (2) Employees can be off at the same time under this section.

#### **14.09 Reservist Leave\***

In accordance with the *BC Employment Standards Act*, An employee who is a reservist as defined in the *National Defence Act* is entitled to unpaid leave for any period time in which they are deployed or required to attend training in connection with reservist duties.

#### **14.10 Disappearance of a Child\***

In accordance with the *BC Employment Standards Act*, An Employee whose child under the age of **nineteen** (19) years disappears and where it is probable that the disappearance is the result of a crime, the Employee is entitled to unpaid leave totalling **fifty-two** (52) weeks to be taken within the **fifty-three** (53) week period commencing from the date of the child's disappearance.

#### **14.11 Sexual and Domestic Violence Leave\***

In accordance with the BC *Employment Standards Act*, An Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of paid leave, as well as an additional five (5) days, plus fifteen (15) weeks of unpaid leave.

#### **14.12 Election Leave**

An Employee who runs for public office in a election under the *Canada Elections Act*, or the BC *Election Act* is entitled to unpaid leave as set out in legislation.

#### **14.13 Voting Leave**

Employees will be required to organize advance voting in federal, provincial, or municipal elections when the vote is on a day they are scheduled to work. In the extraordinary situations, employees will be entitled to hours free from work to vote in accordance with applicable legislation, to be taken in manner that disrupts operations as minimally as possible.

\*Articles 14.09, 14.10 and 14.11 are only intended to summarize the rights and obligations in the the BC *Employment Standards Act*, and are not intended to create any additional rights or obligations beyond what is in the BC *Employment Standards Act* at the time of the requested leave.

### **ARTICLE 15 – STATUTORY HOLIDAYS**

#### **15.01 Statutory Holidays**

Statutory Holidays are governed by the BC *Employment Standards Act* and currently include: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Christmas Day as paid holidays, as well as any other day added by the provincial government.

#### **15.02 Holiday Qualifications**

In order to qualify for a statutory holiday, the Employee must be employed at least **thirty** (30) calendar days prior to the statutory holiday and worked for **fifteen** (15) of the **thirty** (30) calendar days preceding the statutory holiday.

#### **15.03 Payment for Holidays**

Employees who qualify for the statutory holiday will be paid in accordance with the BC *Employment Standards Act*.

## **ARTICLE 16 – ALLOWANCES**

### **16.01 Education and Professional Fees**

For Employee Driver/Attendant Class 4 who renew their Class 4 licence, the Employer agrees to reimburse them the cost of the renewal fees once they have worked five hundred and twenty (520) hours after their renewal.

For Employee Driver/Attendant Non-Class 4 who are employed at the time of ratification of this first Collective Agreement, they have six (6) months from ratification of this first Collective Agreement to obtain their Class 4 licences and the Employer agrees to reimburse them the cost of the Class 4 licence fees once they have worked five hundred and twenty (520) hours after obtaining their Class 4 licence.

### **16.02 Mileage Allowance**

When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business to a maximum allowed rate under the *Canadian Revenue Agency (CRA)*.

### **16.03 Equipment and Tools**

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

### **16.04 Safety Boot Allowance**

The Employer will provide a boot reimbursement allowance for CSA approved safety footwear of up to one hundred (\$100) dollars:

- For new Employees after working one thousand and forty (1040) hours; and
- For existing Employees after working two thousand and eighty (2080) hours from their last boot reimbursement allowance.

Employees must submit proof of purchase for reimbursement.

### **16.05 Uniforms**

The following uniform will be supplied to employees once per calendar year:

- Two (2) pairs of pants
  - Two (2) shirts
  - One (1) jacket
- (replaced when required, as determined by the Employer)

Only clothing items approved by the Employer may be worn while working. Employees shall be responsible for the cleaning and maintenance of their uniform items as per Health and Personal Hygiene guidelines.

The uniform is, and will remain, the property of the Employer, including Hospital I.D. Card, shall be returned to the Employer in good shape, normal wear and tear notwithstanding, upon termination or exit of employment no later than five (5) days after last shift or as requested by the Employer. The Hospital I.D. Card will be destroyed

upon termination by the Employer in front of the Employee, if the Employee returns the Hospital I.D. in person. If the Employee returns the returns the Hospital I.D. by another method, the Employer will make one (1) attempt to contact the Employee to destroy the Hospital I.D. via video conference or while the Employee is on the phone. If the attempt to contact the Employee is not successful, the Employer will destroy the Hospital I.D..

#### **16.06 Uniforms to be worn only at work**

Employees shall not wear any items of uniform clothing issued by the Employer outside of work and/or outside of normal working hours (excluding travel to and from work).

Employees found purchasing alcoholic beverages, marijuana or illegal substances in visible uniform clothing or work vehicle, can be subject to discipline or immediate termination. This would also include any employee found in uniform clothing at any and all restaurants and/or pub if alcohol is present at the table.

### **ARTICLE 17– POSTING OF POSITIONS**

#### **17.01 Job Postings**

When a new Bargaining Unit position is created, or when a vacancy which the Employer intends to fill occurs, the Employer shall email the Union and Employees when the job posting is put up. Such positions will be posted for a minimum of seven (7) calendar days so that all Employees know about the vacancy or new position. The above does not apply for Driver/Attendant positions.

##### **Information in Postings**

Such notice shall contain the following information: Nature of position as set out in the job description, required knowledge, skills and abilities, and wage rate. Such knowledge, skills and abilities shall be only those necessary to perform the job function.

#### **17.02 Appointments**

When filling job postings, the appointment will go to the applicant who meets all the requirements of the position. Where more than one applicant meets the requirements of the position, the appointment will be made based on seniority.

Where no internal applicant has the requirements of the position, the Employer may consider external applicants.

#### **17.03 Classifications**

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

## **ARTICLE 18 – SENIORITY**

### **18.01 Seniority**

Seniority is defined as the length of service with the Employer in the bargaining unit based on hours paid.

### **18.02 Seniority Lists**

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union in January and June of each year.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 19.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for appointments and layoffs. For appointments and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

### **18.03 Seniority While Outside Bargaining Unit**

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority hours will be adjusted by the number of weeks the Employee is in the excluded position based on forty (40) hours per week. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

### **18.04 Loss of Seniority**

An Employee will lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within twenty-four (24) hours.
- c) They do not submit available hours for more than three (3) months, and who are not on an approved leave of absence.
- d) They are absent without leave for more than three (3) consecutive scheduled work days without informing the Employer.
- e) They are laid off in excess of ten (10) months.

- f) They refuse recall.

## **ARTICLE 19 – PROBATIONARY EMPLOYEES**

### **19.01 Probationary Employees**

The probationary period for newly hired Employees shall be eight hundred and fifty (850) hours worked from the date of hire. During the probationary period, Employees will not be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on suitability as determined in the Employer's sole discretion. After completion of the probationary period, seniority hours worked will be effective from the original date of employment.

### **19.02 Discharge of Probationary Employee**

The discharge of a probationary employee may be subject to the grievance arbitration procedure and the parties agree that a lesser standard than just cause shall apply.

## **ARTICLE 20 – LAYOFFS AND RECALLS**

### **20.01 Definition (Lay-Off)**

A lay-off will be defined as a lack of work or reduction in the work force.

### **20.02 Layoff Notice**

In the event of a layoff, Employees with over two thousand and eighty (2,080) hours worked in the prior twenty-four (24) period at the time of layoff will receive at least two (2) weeks prior notice or pay in lieu thereof.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within ten (10) months will be credited with previous seniority.

### **20.03 Layoff Procedure**

Employees will be laid off in reverse order of their seniority, in their classification.

### **20.04 Recall Procedure**

Employees will be recalled in the order of their seniority in their classification. No new Employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of one (1) week or less in duration.



## **ARTICLE 21– GRIEVANCE PROCEDURES**

### **21.01 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Stewards or designates. The Union Steward or designate may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Union Steward or designate.

### **21.02 Names of Union Stewards**

The Union will notify the Employer in writing of the name of each Union Steward before the Employer will be required to recognize them.

### **21.03 Permission to Leave Work – Grievor**

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

### **21.04 Definition of Grievance**

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

### **21.05 Settling of Grievance**

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1 If the Union Steward or designate consider the grievance to be justified, they will first seek to settle the dispute with the Employee's Supervisor or designate within twenty (20) working days of the employee or Union being aware of the facts underlying the grievance.

Step 2 Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Steward or designate will submit to the Operations Manager a written statement of the particulars of the grievance and the redress sought. The Operations Manager or designate will render their decision within five (5) working days after receipt of such notice.

Step 3 Failing settlement being reached in Step 2, the Union will submit the written grievance to the Operations Manager or designate, who will render their decision within five (5) working days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

### **21.06 Mediation**

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

#### **21.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

#### **21.08 Union May Institute Grievance**

The Union and its Representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

#### **21.09 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union.

#### **21.10 Replies in Writing**

Replies to grievances stating reasons will be in writing at all stages.

#### **21.11 Meeting for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Parties agree that all Grievance Meetings will be held through a virtual platform.

#### **21.12 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request will be made by either party within twenty (20) working days after the date of the reply at Step 4.

#### **21.13 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

### **ARTICLE 22 – ARBITRATION PROCEDURE**

#### **22.01 Referral to Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 21.12 and such notice will contain the name of a recommended Arbitrator. Should the parties fail to agree to an Arbitrator within ten (10) working days from the date of the grievance being filed for arbitration, either party may make an application to the Collective Agreement Arbitration Bureau to have an appointment made.

#### **22.02 Payment for Board of Arbitration**

Each of the parties will jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

#### **22.03 Powers of Board**

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

#### **22.04 Decision of Board**

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision will be final and binding on both parties.

#### **22.05 Time Limits**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties in writing.

### **ARTICLE 23 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS**

#### **23.01 Principle of Innocence**

Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

#### **23.02 Union Representation and Written Copy**

An Employee who is called to a meeting by Management where discipline or termination is issued, will be advised of the purpose of the meeting and will have the right to request the presence of a Union Representative.

A copy of any discipline or termination, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

#### **23.03 Access to Personnel File**

Within 30 days of written request, an Employee will have the right during normal business hours to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested. The parties agree that the *BC Personal Information Protection Act* applies.

An Employee will have the right to respond, or to correct an error or omission, in writing to any document contained therein. Such reply will become part of the permanent record.

#### **23.04 Discipline Procedure**

Any grievance resulting from the discipline or termination will be filed at Step 2 of the grievance procedure.

## **ARTICLE 24 – HEALTH AND SAFETY**

### **24.01 Responsibilities**

The parties agree to abide by the *Worker's Compensation Act* and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. The parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

### **24.02 Health and Safety Committee**

- a) A Joint Health and Safety Committee will be established according to the *Workers Compensation Act*, the committee will normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the collective agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- b) At least half of the committee will be selected by the Union and will be trained to be a certified member as defined under the *Workers Compensation Act*. Training will be provided with full costs paid by the Employer (including keeping pay whole).

### **24.03 Duties of the Committee**

The chairpersons of the committee shall jointly designate members of the committee to perform the outlined duties of the committee as follows:

- i. if two or more members are designated, at least half of the members shall be employee members; or
- ii. if one member is designated, the member shall be an employee member.

The duties of the committee will include, but not be limited to:

- a) Participate in the development of health and safety policies and programs;
- b) Consider and expeditiously dispose of complaints or reports relating to the health and safety of employees;
- c) Participate in the implementation and monitoring of the Employer's health and safety programs;
- d) Participate in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of Employees in health and safety matters related to those hazards;
- e) Participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- f) Participate in the implementation and monitoring in programs related to the provision of personal protective equipment, clothing, devices, or materials; and
- g) Inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year.

#### **24.04 Personal Protective Equipment**

An Employee who is required by the Employer to wear or use any protective equipment shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its use during their training shifts and limitations before wearing or using it for the first time.

#### **24.05 Work Refusal under Health and Safety**

Employees are entitled to refuse unsafe work and afforded the protections as set out in the WorkSafeBC process.

### **ARTICLE 25 – OPERATIONAL CHANGE**

#### **25.01 Workplace Surveillance**

The parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee and patient safety.

### **ARTICLE 26 – TERM OF AGREEMENT**

#### **26.01 Agreement Term**

This Agreement shall be for the period from and including [ratification date to be added], to and including December 31, 2028, and from year to year thereafter subject to the right of either party to the Agreement. At any time within four (4) months immediately preceding the date of the expiry of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give the written notice, this Agreement shall continue in full force and effect until:

- (a) the Union gives notice to strike (or until the Union goes on strike), or
- (b) the Employer gives notice of lock-out (or the Employer shall lock out its employees), or
- (c) the parties conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

#### **28.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**SCHEDULE "A"**  
**Classifications and Wages**

Classification	Year 1: <del>\$1.00/hr</del> <del>\$0.85/hr</del> increase on ratification + <del>3%</del> <del>2.5%</del>	Year 2: <del>3.5%</del> <del>3%</del>	Year 3: <del>4%</del> <del>3.5%</del>
Driver/Attendant – Class 4	<del>\$ 23.42/hr</del> <b>\$23.69/hr</b>	<del>\$ 24.12</del> <b>\$24.52/hr</b>	<del>\$ 24.96</del> <b>\$25.50/hr</b>
Driver/Attendant – Non-Class 4	<del>\$ 22.40/hr</del> <b>\$22.66/hr</b>	<del>\$ 23.07</del> <b>\$23.45/hr</b>	<del>\$ 23.88</del> <b>\$24.39/hr</b>
HART Driver	<del>\$ 28.30/hr</del> <b>\$28.59/hr</b>	<del>\$ 29.15</del> <b>\$29.59/hr</b>	<del>\$ 30.17</del> <b>\$30.77/hr</b>
Dispatcher – Weekend (Sat-Sun)	<del>\$189.63</del> <b>\$190.55/day</b>	<del>\$195.32</del> <b>\$197.22/day</b>	<del>\$ 202.16</del> <b>\$ 205.11/day</b>
Dispatcher – Weekdays (Mon-Fri)	<del>\$292.13</del> <b>\$293.55/day</b>	<del>\$ 300.89</del> <b>\$303.82/day</b>	<del>\$ 311.42</del> <b>\$315.97/day</b>

**Health Spending Account:**

- a. *Applicable for 2026 only. A) Employees who worked 800 hours in 2025 will be entitled to \$400 in a Health Spending Account available starting on January 15, 2026. B) For employees who do not receive A), once they work 200 hours in 2026, they will be entitled to \$200 in a Health Spending Account and once they work 800 hours in 2026, they will be entitled to another \$200 in the Health Spending Account (for a total maximum of \$400 in 2026).*
- b. *Starting in 2027. For each calendar year an employee works a minimum 800 hours, the employee will be entitled to \$400 in a Health Spending Account.*
- i. *The Health Spending Account can be used for items or services allowed under the **Income Tax Act** of Canada and Canada Revenue Agency as a medical expense, plus Massage Therapy, Physiotherapy, and gym membership access.*

- ii. Entitlement to the Health Spending Account will trigger upon the employee working 800 hours in the calendar year and must be used within one (1) year of entitlement.
- iii. Any Health Spending Account balance must be used and submitted within thirty (30) calendar days of termination.
- iv. The Health Spending Account may be administered by the Employer or a third-party, but will not impact the entitlement amount to the employee.

**HART employees will receive \$50/shift for standby pay and \$100/shift for standby pay on Statutory Holidays.**

Class 7 Employees: Year 1 \$ 21.37/hr. Class 7 Employees must get a Class 5 licence within 6 months of the original eligibility date to obtain their Class 5 or December 31, 2025, which ever is later.

