



2019 UNIFOR AND COAST MOUNTAIN BUS COMPANY Bargaining Highlights

DECEMBER 5, 2019

Tentative Agreement recommended for ratification by the joint bargaining committee of Unifor Local 111 and 2200



Message from Unifor National President Jerry Dias

Unifor members working at Coast Mountain Bus Company (Translink) serve the public with pride and professionalism. Metro Vancouver's transit system couldn't work

without the contribution of nearly 5,000 members of Unifor Locals 111 and 2200.

But as the transit system undergoes rapid expansion, the workers keeping the system running have been falling behind. Wages, working conditions and benefits were key issues our members demanded to

see addressed in this round of bargaining. I'm pleased to report that your Bargaining Committee delivered progress in all of these areas with your strong support.

I was impressed by the tenacity and strategic work of the joint bargaining committee during this process. The substantial public investment we were calling for required solidarity in job action by Unifor members, and you delivered.

I was proud to join your committee and bargain this tentative agreement, and I recommend its ratification.

Message from Unifor Western Regional Director Gavin McGarrigle

Unifor transit workers fought hard for this collective agreement together.

When the company had no mandate to address your concerns, we returned to our members and received a 99% strike mandate.

We began telling your story to the public about real issues with wages, benefits, and working conditions.

When it became clear that the company wouldn't move, you collectively began strike action.

Tens of thousands of leaflets and buttons were handed out to the public on your key issues. The company was inundated with calls and emails supporting the transit workers.

We often don't think about the importance of the "collective" when discussing collective bargaining.

In this round, we have a tentative agreement that all the members in both locals put their time, energy and solidarity into reaching. It truly is a collective achievement that allows us to be able to bring you this three-year agreement, making real progress on the issues you are facing.

We know that this collective spirit and determination will stay strong as we move into further collective bargaining in the next few years. Thank you from all of us on the Bargaining Committee for your amazing solidarity.



2019 Joint Bargaining Committee of Unifor Locals 111 and 2200



(Left to right) Gary Kong, Lee Stebner, Kirk Rockwell, Bruce Murray, Balbir Mann, Gavin McGarrigle, Rick Yelland, Mike Smith, Jeff Cusker, and Andrew Kroll.

Message from Joint Bargaining Committee Chair Balbir Mann

Your Bargaining Committee was determined in this round of negotiations to bring back an agreement that contained real improvements to wages, benefits, and working conditions. On behalf of all of us, I would like to thank the membership for their tremendous support as we fought hard for a fair agreement.



Duration

Three year agreement from April 1, 2019 to March 31, 2022 with retro pay.

This means that we can return to the table in a little over two years to continue to address key issues.

WAGES

Drivers and Non-Trades

- April 1, 2019 + 2% Retro
- On Ratification + 1%
- April 1, 2020 + 3%
- April 1, 2021 + 3%

Skilled Trades

- April 1, 2019 + 2% Retro
- On Ratification + \$1.95
Parity with BCRTC skilled trades (SkyTrain)
- April 1, 2020 + 2% *
- April 1, 2021 + 2% *

**The skilled trades wages as of April 1, 2020 and April 1, 2021 will be compared to BCRTC (SkyTrain) skilled trades wages, and if they are higher, a further adjustment will be made on those dates to maintain parity.*

Retro Pay

All members in both locals will receive retroactive pay of 2% based on all hours worked from April 1, 2019 to date of ratification when further adjustments take effect.



BENEFITS

- **Eyeglass and laser eye surgery** coverage will increase from \$400 to \$500 with routine eye exams paid for and not deducted from this amount.
- Psychological **counselling** doubled from \$1000 to \$2000 annually including with registered clinical counsellors.
- Increase **acupuncturist** coverage from \$100 to \$400.
- Increase **podiatrist** coverage from \$200 to \$400.
- Double **psychologist** coverage from \$1000 to \$2000.
- Increase **speech language pathologist** coverage from \$100 to \$500
- Increase floor of **retiree life insurance** from \$1000 minimum to \$2000 minimum.
- In addition to the one free **transit pass** granted to each employee, now up to two free transit passes will be issued to a spouse and/or eligible child.

SHIFT PREMIUMS

- The \$1.05 **shift premium for Operators** will be increased by 10 cents an hour to \$1.15 on ratification and by a further 10 cents to \$1.25 effective on the January sheet in 2021.
- The **afternoon shift premium in shops and garages and the watch differential** will be increased from \$1.55 to \$1.60 on ratification, to \$1.65 per hour on April 1, 2020 and to \$1.70 per hour on April 1, 2021.
- The **night shift premium in shops and garages and night watch differential** will be increased from \$1.65 to \$1.75 on ratification, to \$1.85 per hour on April 1, 2020 and to \$1.95 per hour on April 1, 2021.
- The **maintenance lead hand premium** will be increased from 30 cents to 50 cents an hour and the charge hand rate will increase from \$1.00 to \$1.25 per hour.

- The **maintenance senior charge hand premium** for multiple crews will increase from 50 cents to 75 cents per hour.

WORKING CONDITIONS

Recovery Time

- Effective on the April sheet in 2020, at the end of each trip, a minimum of five minutes of recovery will be allocated, subject to space / vehicle limitations and other site specific considerations.
- Recognition that recovery time includes rest time, that each run must have scheduled recovery time, and that recovery time in a run should be distributed evenly, considering rush hour peaks.
- Notwithstanding scheduled recovery, Operators will be entitled to a minimum amount of actual recovery of 30 minutes per shift as of the June sheet in 2020 and to 45 minutes of actual recovery effective on the January sheet in 2021.
- As of the January sheet in 2021, operators not receiving the 45 minute minimum recovery

time on a shift may file an overtime claim to be paid at 200% of the hourly rate for all missed minutes up to the guarantee and claims will be automatically paid after referencing the data. The minimum recovery guarantee will be automatically paid based on data unless there was an issue outside the Company's ability to plan for. Traffic and congestion are considered to be within the Company's ability to plan for.

- A high level Committee will be formed to meet at least once per sheet or more often if needed to discuss specific concerns about particular indexes, routes, or depots and to address concerns about running time and recovery, including areas where the overtime penalty premium is regularly being paid out instead of actual recovery taken.

Washrooms

- New language to explicitly allow for washroom breaks whenever needed, regardless of schedule. Whenever an Operator needs to take a washroom break outside of scheduled recovery, they should do so regardless of schedule and send a canned message to TComm and this will not result in a call-in or reprimand.





- One stop for an unscheduled washroom breaks of up to 10 minutes will not be considered part of recovery time or deducted from payment of the penalty premium.
- New language requiring the Company to act on a priority basis to deal with any permit or issues impacting the availability of facilities due to any municipal restriction. A working group will be formed in each depot to meet monthly and review all the washrooms associated with the depot.
- Within 90 days of ratification, 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 with a Company commitment that the necessary resources will be allocated to this issue.

OPERATOR OPERATIONAL ISSUES

The percentage of signed up runs that will be cut within nine hours will be increased from 70% to 75% and the percentage of signed up runs that remain as straight runs will be increased from 63% to 70%, subject to a leeway of 3% below these limits.

CONTRACTING OUT & TECH. CHANGE

- No employee shall be downgraded, displaced, lose hours, or be laid off due to technological change or contracting out for the life of the agreement.

- Stronger language on contracting out.
- Further, the normal hiring plans of the Employer will not be altered due to technological change or contracting out for the life of the agreement.

MENTAL HEALTH & EFAP

New recognition of **mental health advocates** at each depot selected by the Union who will be trained annually and provided with up to 10 hours of paid time each month to support members in their depots.

The cost of coverage for the forgivable loan available to employees entering treatment facilities will be increased from \$5000 to \$7500.

UNION RECOGNITION

- The Company will increase its **paid coverage for union property representatives** to all six depots and from two days per month to two days per week for the property representatives at VTC, BTC, STC and HTC and one day per week for the property representative at RTC and PCTC.
- **Paid Education Leave** contributions will increase from three cents per hour to four cents per hour allowing more members to attend union training courses.
- The Company will install flagpoles at each depot that will fly the **Unifor flag**.





DISCIPLINARY PROCEDURES

- **Improved Disciplinary Procedures:** mandatory union representation during meetings relating to potential or actual discipline or resulting discipline deemed null and void. Employees and union reps paid by the company for attendance at such meetings. No interviews until employees and reps are provided with any available evidence in the Company's possession or control to review first. Tighter limits on who views video footage within management.
- **Removal with Pay** - If the Company removes an employee from work for any reason (TBQ, etc.), the employee shall suffer no loss in pay, benefits or premiums that they would otherwise have received provided they follow reasonable employer directives during this period.
- **Grievance Time Limits** - language changed to allow greater flexibility on time limits.

- **Rules and Regulations** must now be communicated to Union Executive at least five business days in advance.



MEDICAL

- **Independent Medical Examinations:** Language significantly strengthened relating to IME requests, approval process, reasons provided, and mutual agreement on independent medical professional. Any medical monitoring must be reasonable, the least intrusive possible, and appropriate to the medical goals. An IME policy will also be developed.
- **Medical Certification** - Associated medical form fees for medical examinations will be covered.



COMMUNITY SHUTTLE

- Community shuttle operators will be paid travel time for all **travel time** greater than 20 minutes.



- **Ratio to Conventional Wages** - Community Transit Operator wages will be adjusted to be no more than \$6.50 lower than conventional operators.
- **Stronger OT Language** - When asked to extend beyond scheduled hours of work by working an additional piece of work or by continuing in service as a result of a missed relief, a minimum of two (2) hours will be paid to shuttle operators and any piece of work that is worked entirely on overtime rates will be paid a minimum of two (2) hours.
- **Casual Scheduling** - If a casual shuttle employee is assigned a piece of work that has already been covered, the casual will receive 2 hours of pay or pay for time worked, whichever is greater.
- **Christmas Day overtime pay** for shuttle operators will now be paid at 200% for all hours worked.

SEABUS

- **Controller/Mates** - Those working in control room as officer break relief will be paid lead hand wage rate while not working as a Master.
- Stronger language on Seabus **split shifts** and spread over premium.

- **Training for Marine Attendants** - Company to pay for 100% of tuition fees to marine attendants who complete a Chief Mate Certificate of Competency
- Improved language around distribution of annual vacation and other requested leaves.
- **Day Off Trades** - Improved language around trades and access

LEAVES

- **Bereavement Leave** - Loss of a brother or sister will now be covered under the five-day paid bereavement leave language instead of the former three-day coverage.
- **Special Leave** - new leave to cover special circumstances of 1 day which can be covered with banked overtime or random annual vacation.
- **Attendance** - The use of the initial paid sick days arising under the short-term disability plan shall not cause an employee to enter the attendance management program.
- Employees may access unscheduled annual vacation or random annual vacation to cover days off due to **family responsibility leave**.
- **Parental Leave** - Language updated to reflect longer time period of available leave.



SEVERANCE

Severance pay for employees ineligible to retire who cannot continue due to health reasons (but who are not on LTD or WCB) is increased from one week per year of service to two weeks per year of service.

OTHER OPERATOR ISSUES

- **Banked Overtime** - Overtime bank increased from 75 hours to 82.5 hours.
- **Banked Overtime Slots** - Increases in daily banked overtime slots for Operators to 22.5 hours at HTC, PCTC and RTC, 30 hours at BTC and STC, and 45 hours at VTC.
- **Compressed work** focused now at VTC, BTC and STC instead of all depots and now can be scheduled as a 12-hour TET.
- **One Day Annual Vacation** options will be now available to Operators with four or more weeks of vacation instead of only to those with six or more weeks of AV.
- **Volunteer Emergency Responders** will also be granted leave to attend mandatory training or complete required certifications.
- Improved language on operation of **holding list**.
- **Operator Overtime Claims** - should now be paid no more than two pay periods after submission of claim
- **Payment for Callout on a Day Off** - Operators who make themselves available and who are assigned overtime on their day off will be paid a minimum of four hours.

OTHER MAINTENANCE & SEABUS

- Maintenance and Seabus employees required to wear **prescription safety glasses** shall either be provided with same or reimbursed at \$275 per two-year period, separate from normal eyeglass coverage.
- **Pre-apprentices** must remain under the oversight of a tradesperson.
- **Building Service Work Permanent Accommodation Positions** - increased from 11 to 15
- **Minor on-Road Bus Problems** - language improved and restrictions on transit supervisors strengthened
- **Maintenance Scope** - Community transit busses will be maintained by Local 2200 where practicable.
- Off shift training language improved.

