

COLLECTIVE AGREEMENT

Between

**SOUTHERN RAILWAY OF
BRITISH COLUMBIA**

(hereinafter referred to as the "Employer")



And



(Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

April 1, 2015 to March 31, 2021

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WITNESSETH that the Parties agree to exclude the operation of Section 66(2) of the Labour Code of British Columbia and that the following provisions shall take effect and be binding upon the Company and the Union for the period commencing **2015-04-01**, and ending on **2021-03-31**, and thereafter, until terminated as follows:

Either party may at any time give to the other party "four" (4) months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.

PREAMBLE

PURPOSE OF AGREEMENT

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its Employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) To cooperate with the Employer improving general efficiency and administrative practices.

ARTICLE 1 - RECOGNITION ARTICLES

1.01 RECOGNITION

This Agreement shall apply to and be binding upon all employees of Southern Railway described in a Certification issued to the Union on the 31st day of July 1962 as amended by declaration of successor status on 19th day of April 1989, and which are those employees engaged in any phase of office, clerical, technical, administrative or related work, including without limiting the generality of the foregoing, all those employees who were employed to perform those duties as at December 23rd, 1988 for British Columbia Hydro and Power Authority, except those in bargaining units certified to “Canadian Union of Public Employees, Local 7000”, except those excluded by the “Labour Relations Code” and shall continue to apply to the said Certification as the same may be amended by the “Labour Relations Board of British Columbia” from time to time.

A listing of all job titles for employees covered under this certification shall be contained in Appendix A and shall be amended by the parties as and when required.

1.02 NO DISCRIMINATION

Subject to the provisions of this Agreement, neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or related to conviction of a criminal or summary conviction offense that is unrelated to employment or to the intended employment of that person.

1.03 NO DISCRIMINATION FOR UNION ACTIVITY

- (a) The Company will not discriminate against any employee because of membership in the Union.
- (b) The Company will permit employees who are officers, councillors, job stewards or other properly qualified representatives of the Union to carry out their duties on Company time and with no loss in pay in respect to investigating complaints, resolving grievances and distributing Union bulletins. Such employees when carrying out these duties on Company time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld.

1.04 TIME OFF FOR UNION BUSINESS

- (a) Properly qualified officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.

- (b)
 - i) The Company will not charge the Union for salaries of employees excused from work on Union business by arrangement with the employee's supervisor where the leave of absence is one (1) day or less for the purpose of attending Executive Board meetings or Executive Council meetings.
 - ii) The amount of leave granted for the purpose of attending Executive Board meetings shall not exceed forty (40) work days per year in total for the bargaining unit. The maximum leave granted for Executive Council meetings shall not exceed one hundred and thirty (130) work days per year in total for the bargaining unit.
 - iii) Where a leave of absence specified in (1) above exceeds one (1) day and for all other leaves of absence for Union Business not specified in (1) above, the Union is responsible for the costs of the leaves, including salary and a loading factor of twenty-two percent (22%).

1.05 LEAVE OF ABSENCE FOR UNION BUSINESS

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing MoveUP shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.
- (b) An Employee on leave pursuant to this Article 1.05 may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he shall be responsible for reimbursing the Employer on a monthly basis for the full cost of such continued coverage, unless the Union makes such monthly payments on behalf of the Employee.
- (c) Except as expressly provided otherwise by this Article 1.05, the Employee shall be kept "whole" by the Employer with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had he or she remained working.
- (d) On conclusion of a leave of absence under this Article 1.05, the Employee(s) returning shall be re-employed by the Company at a job level equivalent to that which the employee left to work for the Union.
- (e) Permission for leave pursuant to this Article 1.05 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.

1.06 UNION SECURITY AND DEDUCTION OF DUES

- (a) The Company agrees that all Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New Employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of the first (1st) full pay period the Employee works.
- (b) The Company will provide Union membership cards and dues deduction forms to new Employees for their completion and signing at the time of

employee documentation. The Company will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the Employee's date of hire. Such forms will be provided to the Company by the Union.

i) The Company will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- 1) Employee Number
- 2) Name and address
- 3) Monthly salary
- 4) Amount of dues deducted
- 5) Job classification
- 6) Employee status
- 7) Date of hire
- 8) Work location

ii) In addition to the above the Company will provide the Union with a list of the following changes as they occur:

- 1) New hires
- 2) Employees on extended leave of absence
- 3) Acting pay appointments
- 4) Terminations
- 5) Promotions
- 6) Demotions

Such information shall be supplied by the Company and in a form mutually acceptable to the Parties.

iii) The Company will advise new employees of the existence of the Local Union, and of the requirements of membership which arise out of our Agreement.

iv) The Company will direct all new employees concerned to contact the appropriate Local Union representative following commencement of employment with Southern Railway of B.C.

1.07 COLLECTIVE AGREEMENT PREVAILS

Where a difference arises out of any provision contained in this Collective Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Company, this Collective Agreement shall take precedence.

1.08 ORIENTATION

(a) Advising the Union of New/Rehired Employees

On the date of hire the Company will forward the name and address of each new/rehired employee to the Secretary of the Union Local, which has jurisdiction over the new employee's position.

(b) Union Information to New Employees

The Company agrees that new employees will be informed, as part of employee orientation, that a Collective Agreement is in force and they will be provided with a copy. In addition, the Company agrees that a Union Representative or Job Steward will be given an opportunity during orientation to address new full time employees for a period of up to thirty (30) minutes, concerning Union membership, Union structure and other matters relating to the employee's membership in the Union.

1.09 CONTRACTING OUT

(a) The Parties agree that the new Contracting Out Article will not be used to jeopardize new business. It is further agreed that the language will not disturb the present leasing, or other, agreements in effect.

(b) It is the intent of the Company to continue to use its employees to perform work, however, in the event it is necessary for bona fide operational reasons to contract out work which is normally performed by bargaining unit employees, the Union will be advised as far in advance as is possible of the date and reasons for the contracting out.

(c) Contracting out will not be done to evade the wage and benefit provisions of the Collective Agreement.

(d) The Union representatives and the Company will meet promptly to discuss contracting out. If the Union representatives can demonstrate that the work could be performed just as efficiently and economically by bargaining unit employees as by subcontractors, then every consideration will be given by the Company to have the work performed by bargaining unit employees.

(e) Dispute arising as a result of work contracted out will be referred to arbitration without delay

1.10 UNION COMMUNICATIONS AND VOTING

(a) The Company shall provide free bulletin board facilities at each of its premises for the exclusive use of the Union, with the location in each case to be determined by mutual agreement of the Parties. Such bulletin boards shall be used to post Union communications.

(b) The Company agrees that the Union shall have the right to use the Company's electronic mail system to communicate with Employees in the bargaining unit and vice-versa, that is, Employees shall have the right to

use the Company's electronic mail system to communicate with the Union. It is understood that all information contained in the Company computers belongs to the Company and can be accessed by the Company at any time.

- (c) It is agreed that the Union shall have the right to place ballot boxes in the workplaces of the Company for the purposes of conducting Union elections, referenda, polling or collective agreement votes. Such ballot boxes will not be permanent; therefore, they must be removed after completion of each vote.

ARTICLE 2 - JOB DESCRIPTIONS AND SALARY ASSIGNMENTS

2.01 NEW OR SUBSTANTIALLY ALTERED JOBS

- (a) In the event that the Company introduces a new or substantially altered job, the Company will initially assign a wage rate for the job. Within 14 days the parties will meet to discuss the job description and wage rate and negotiate a salary for the job.
- (b) Should the Parties not reach agreement, either party may refer the matter to Arbitration as described in Article 3 for a final and binding decision or refer the matter to the collective bargaining table. When a rate is determined for the job by any of the processes described in this Article the rate will be applied retroactively to the date of implementation or alteration.
- (c) The Company will send to the Union a list of the job titles, as seen in Appendix A, in the bargaining unit once per year.

2.02 JOB DESCRIPTIONS

- (a) The Company agrees that it will provide the Union with copies of all current job descriptions covering employees for whom the Union is certified as the bargaining agent.
- (b) The Company will provide to the Union descriptions of new jobs prior to their implementation, and no job will be bulletined until the Union has received a copy of the draft job description which substantially describes the job.
- (c) A new job is defined for the purpose of this Article as:
 - i) A newly created job which has not previously existed, or
 - ii) Any job within a section, the duties of which have not been performed by an employee within that section during the previous six (6) months period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new jobs under this definition.

- (d) A substantially altered job is defined, for the purposes of this Article, as:
 - i) A job where higher qualifications or training is required than the job prior to the alteration; or
 - ii) At least 25% of the responsibilities that were not previously part of the job prior to alteration; or
 - iii) A job is combined with a different job; or
 - iv) A job is divided into two or more jobs.

2.03 SALARY TREATMENT

- (a) Subsequent changes in job groupings will be treated as follows:
 - i) upgroupings - Article 7.04(a)
 - ii) downgroupings - Article 7.03(a) v)
- (b) It is agreed that salary treatment for employees covered by the 1 January 1982 implementation of the Plan shall be continued as follows:
 - i) Those employees who were downgrouped shall continue to receive blue circle salary treatment.

2.04 EMPLOYEE DEFINITIONS

(a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to three (3) months as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan. By agreement with the Union, the Company may hire a temporary employee to fill a position vacated by a regular employee.

(b) Part-Time Regular

- i) An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature.
- ii) Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than thirty (30) hours per week except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status.

- 1) An assigned regular schedule will be established by the Company at the time of hire and will be for a minimum period of (2) weeks.
- 2) Within an assigned schedule the days worked and the daily/weekly hours may differ.
- iii) A supervisor may change an established schedule but must provide two (2) weeks notice of any change.
- iv) Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.
- v) The employee will participate in Benefit Plans in accordance with Article 10.
- vi) Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.
- vii) Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual vacation, statutory holidays and RWWL.
- viii) A part-time regular employee shall not be entitled to Reduced Work Week Leave provisions as provided in Article 11 of the Agreement but will be entitled to seven percent (7%) of gross bi-weekly earnings paid on a bi-weekly basis in lieu of Reduced Work Week Leave.
- ix) A part-time regular employee shall progress through their salary scale on the basis of accumulated service at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated service and shall occur effective the first of the month in which the employee accumulates 1957.5 hours calculated by multiplying the employee's straight time hours worked by a factor of 1.17.

(c) Full-Time Temporary

- i) 1) An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties.
- 2) The employee will participate in Benefit Plans in accordance with Article 10, but not in the Pension Plan.
- ii) 1) An employee may also be hired under this definition for a period not to exceed four (4) consecutive months for the purposes of relief of an employee or employees who is/are absent due to vacation and/or leave of absence, in which case the relief employee will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article

10 or in the Pension Plan, unless he or she is a regular employee who obtains such work on a temporary basis. It is understood and agreed that such relief work which is two (2) months or more in duration shall be bulletined pursuant to article 7.10.

2) Should a vacation relief employee's period of employment exceed four (4) continuous months they will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

iii) The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service with the Company in the same or related job.

(d) Part-Time Temporary

i) An employee hired on an as-and-when required basis. By agreement with the Union, the Company may hire a part-time temporary employee to fill a position vacated by a part-time regular employee.

ii) The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service with the Company in the same or related job.

iii) The employee will not be entitled to any benefits provided in this agreement but will be paid 22% in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

2.05 ACHIEVING REGULAR STATUS

(a) Subject to the provisions of Article 7.10, an employee hired on a temporary basis will achieve regular status on completion of one (1) year of continuous service in the specific position related to the project or purpose for which they were hired and shall be considered to have regular status from the commencement of such temporary employment. The employee's temporary status will be continued when the project is extended beyond one (1) year as in (b) below.

(b) If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 DEFINITIONS

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.

The word "days" where used throughout Article 3 shall mean working days.

3.02 COMPLAINTS

Should an employee have a complaint, the employee and/or a Union Representative shall discuss the complaint with the Supervisor within twenty (20) days from the date the employee becomes aware of the event leading to the complaint. The Union Representative may discuss the complaint with other management personnel and/or employees as may be appropriate in the circumstances. Failing a satisfactory resolution of the employee's complaint, the matter may be determined to be a grievance.

3.03 GRIEVANCE PROCESS

All grievances shall be settled in accordance with the procedures set out below:

- (a) All grievances must be submitted in writing at the appropriate stage by:
 - i) setting out the nature of the grievance and the circumstances from which it arose;
 - ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - iii) stating the redress or other action required to resolve the matter;
 - iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

3.04 STAGES OF APPEAL

(a) Policy Grievances

- i) Should either the Union or the Company consider that an action is cause for a grievance, the grieving party, i.e. the President of the Union or the Director of Human Resources, or their nominee(s), shall within one hundred and twenty (120) days initiate such grievance by letter. Within five (5) days of receipt of such letter by the other party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- ii) If the parties fail to resolve the grievance, the matter may be submitted to arbitration within forty (40) days of the reply as set out in Stage **III**.-

(b) Job Selection

In the case of a grievance raised under this procedure concerning job selection governed by Article 7.09 of this Agreement, the grievance shall be considered invalid unless raised within twenty (20) days of the job selection matter giving rise to the grievance. An extension to this limit shall be given where an employee wishing to raise a job selection grievance, is absent on approved L.O.A., sick leave or vacation.

(c) Individual Group Grievances

Should a concern be unresolved, the complaint may be submitted by the Job Steward/Union Representative to the immediate Manager in writing and will be considered a Stage 1 grievance.

Stage I

- i) The grievance will be submitted to the Supervisor in writing within ten (10) days of the complaint stage meeting (or in the case of a job selection grievance, within twenty (20) days of the job selection matter giving rise to the grievance). The Supervisor will reply in writing within ten (10) days of receipt of the written grievance.
- ii) If a grievance is not settled at this stage, it may be referred to Stage II by the grieving party.
- iii) It is the intent of the Parties that grievances will be dealt with as expeditiously as possible. To provide for this, the Union at its option, and in consultation with both the Department Head concerned and Human Resources Director may refer the grievance directly to Stage III of this procedure.

Stage II

A grievance not settled at Stage I above may be referred in writing by the Union to the appropriate Department Head and to the Human Resources Director, or their delegate. The Parties shall meet as soon as possible and attempt to resolve the grievance. The Company shall give a written reply within twenty (20) days of the date of referral to Stage II. In the event that the grievance is not resolved at this stage, it may be referred to Stage III by the grieving party within forty (40) days of the date of receipt of the Company's reply.

Stage III - Arbitration

- i) A grievance not resolved at Stage II may be submitted by the grieving party to arbitration by written notice to the other party.
- ii) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to

arbitration. Should the Parties fail to reach agreement within ten (10) days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render their judgment, and their decision shall be final and binding on the Parties and upon any employee affected by it.

- iii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by the arbitration proceedings.

3.05 TIME LIMITS

The time limits described in this Article may be extended by mutual written consent of the Company and the Union

3.06 SUSPENSION OR TERMINATION

The processing of a grievance dealing with suspension or termination may begin with Stage II. By mutual agreement of the Company and the Union, any other grievance may begin at any stage of the grievance procedure.

3.07 DISCLOSURE OF INFORMATION

With respect to every grievance, the Parties specifically agree to provide each other with full disclosure of all relevant written evidence.

3.08 DEVIATION FROM GRIEVANCE PROCEDURE

- (a) The Company will not enter into discussion, communication or negotiation with respect to a grievance with the grievor(s) once a grievance has been initiated without the presence of a union representative, or the prior, express written consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a “without prejudice” basis.
- (c) The grieving Party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter

3.09 EFFECT OF SETTLEMENTS

Where the Company and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

3.10 JURISDICTION OF ARBITRATOR

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.

3.11 PRE-HEARING CONFERENCE BEFORE ARBITRATION

- (a) The Parties may, by mutual agreement, request the holding of a pre-hearing conference at a time and place to be fixed by the arbitrator, which conference may be held by telephone, if convenient.
- (b) The arbitrator may on their own initiative direct that a pre-hearing conference be held.
- (c) A pre-hearing conference shall consider the simplification of the issues, the possibility of obtaining admissions which might facilitate the hearing and any other matters that may aid in the speedy and efficient disposition of the matters in dispute between the Parties.
- (d) The arbitrator who presides at the pre-hearing conference is seized of the matter in dispute.
- (e) The provisions of this Article 3.11 shall also apply with respect to any Expedited Arbitration under this Agreement.

3.12 EXPEDITED ARBITRATION

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

- (a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- (b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Company.
- (c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.
- (d) The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Article by a single arbitrator.
- (e) The Parties may, by mutual agreement, at any time empower an Arbitrator acting under this Article to use mediation as a means of dispute resolution; however, if mediation is thus adopted and proves unsuccessful,

the expedited arbitration process as herein defined must be completed and the Arbitrator must render their decision(s).

- (f) All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

ARTICLE 4 - SALARY SCALES AND ALLOWANCES

4.01 SALARIES

- (a) The salary scales applicable to employees in the bargaining unit are set out in the following schedules with effective dates as shown.
- (b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.
- (c) Bi-weekly rates are computed on the basis of forty-six percent (46%) of monthly rates.
- (d) For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.06.
- (e) Pay rates for individual jobs and pay groups will be established and changed from time to time through the process of negotiations and new or substantially altered jobs will be dealt with through a process described in Article 2.01.
- (f) Calculation of Individual Salary Increases

The salaries of individual employees shall be calculated by the same method used to calculate new salary scales. No employee shall, as a result of the application of the general increase, be paid below the minimum or above the maximum of the salary scale for their job.

- (g) Red-Circle Salaries

Employees whose salaries are “red-circled”, i.e. above the maximum of an expired salary range, shall receive only that portion of any salary increase which will bring their salaries to the maximum of the same salary range in the new scales.

- (h) Method of Rounding

All monthly salaries are rounded to the nearest whole dollar, and all hourly wage rates are rounded to the nearest whole cent:

0.50 and over are rounded to the next whole cent (dollar)
0.49 and under are rounded to the last whole cent (dollar)

SALARY SCALES Effective 2016-03-27**2.5% Increase****MONTHLY**

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	3553					
4	3773	3871	3977	4082	4188	4289
5	4008	4116	4232	4344	4458	4569
6	4265	4387	4512	4636	4754	4880
7	4546	4677	4811	4947	5080	5216
8	4852	5069	5146	5288	5440	5584
9	5183	5343	5502	5662	5822	5982
10	5552	5718	5894	6068	6245	6419
11	5948	6132	6324	6514	6702	6895
12	6378	6584	6787	6998	7202	7413
13	6852	7070	7295	7521	7746	7979
14	7366	7602	7849	8100	8348	8595

BI-WEEKLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1634.22					
4	1735.59	1780.86	1829.42	1877.51	1926.55	1972.76
5	1843.57	1893.54	1946.82	1998.22	2050.55	2101.95
6	1961.91	2018.02	2075.54	2132.59	2186.82	2244.81
7	2091.10	2151.45	2213.22	2275.46	2336.75	2399.46
8	2232.08	2331.57	2366.93	2432.47	2502.25	2568.73
9	2384.38	2457.93	2531.01	2604.57	2678.12	2751.67
10	2554.12	2630.50	2711.13	2791.28	2872.85	2952.53
11	2736.11	2820.51	2909.16	2996.38	3083.14	3171.78
12	2933.67	3028.44	3121.80	3218.93	3312.76	3409.89
13	3151.98	3252.41	3355.67	3459.87	3563.13	3670.16
14	3388.20	3497.12	3610.75	3725.79	3839.90	3953.53

SALARY SCALES Effective 2017-03-26
2% Increase

MONTHLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	3624					
4	3848	3948	4057	4164	4272	4375
5	4088	4198	4317	4431	4547	4660
6	4350	4475	4602	4729	4849	4978
7	4637	4771	4907	5046	5182	5320
8	4949	5170	5249	5394	5549	5696
9	5287	5450	5612	5775	5938	6102
10	5663	5832	6012	6189	6370	6547
11	6067	6255	6450	6644	6836	7033
12	6506	6716	6923	7138	7346	7561
13	6989	7211	7441	7671	7901	8139
14	7513	7754	8006	8262	8515	8767

BI-WEEKLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1666.90					
4	1770.30	1816.48	1866.01	1915.06	1965.08	2012.22
5	1880.44	1931.41	1985.76	2038.18	2091.56	2143.99
6	2001.15	2058.38	2117.05	2175.24	2230.56	2289.71
7	2132.92	2194.48	2257.48	2320.97	2383.49	2447.45
8	2276.72	2378.20	2414.27	2481.12	2552.30	2620.10
9	2432.07	2507.09	2581.63	2656.66	2731.68	2806.70
10	2605.20	2683.11	2765.35	2847.11	2930.31	3011.58
11	2790.83	2876.92	2967.34	3056.31	3144.80	3235.22
12	2992.34	3089.01	3184.24	3283.31	3379.02	3478.09
13	3215.02	3317.46	3422.78	3529.07	3634.39	3743.56
14	3455.96	3567.06	3682.97	3800.31	3916.70	4032.60

SALARY SCALES Effective 2018-03-25**1.5% Increase****MONTHLY**

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	3678					
4	3906	4007	4118	4226	4336	4441
5	4149	4261	4382	4497	4615	4730
6	4415	4542	4671	4800	4922	5053
7	4707	4843	4981	5122	5260	5400
8	5023	5248	5328	5475	5632	5781
9	5366	5532	5696	5862	6027	6194
10	5748	5919	6102	6282	6466	6645
11	6158	6349	6547	6744	6939	7138
12	6604	6817	7027	7245	7456	7674
13	7094	7319	7553	7786	8020	8261
14	7626	7870	8126	8386	8643	8899

BI-WEEKLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1691.90					
4	1796.85	1843.73	1894.00	1943.79	1994.56	2042.40
5	1908.65	1960.38	2015.55	2068.75	2122.93	2176.15
6	2031.17	2089.26	2148.81	2207.87	2264.02	2324.06
7	2164.91	2227.40	2291.34	2355.78	2419.24	2484.16
8	2310.87	2413.87	2450.48	2518.34	2590.58	2659.40
9	2468.55	2544.70	2620.35	2696.51	2772.66	2848.80
10	2644.28	2723.36	2806.83	2889.82	2974.26	3056.75
11	2832.69	2920.07	3011.85	3102.15	3191.97	3283.75
12	3037.23	3135.35	3232.00	3332.56	3429.71	3530.26
13	3263.25	3367.22	3474.12	3582.01	3688.91	3799.71
14	3507.80	3620.57	3738.21	3857.31	3975.45	4093.09

SALARY SCALES Effective 2019-04-07**1.5% Increase****MONTHLY**

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	3733					
4	3965	4067	4180	4289	4401	4508
5	4211	4325	4448	4564	4684	4801
6	4481	4610	4741	4872	4996	5129
7	4778	4916	5056	5199	5339	5481
8	5098	5327	5408	5557	5716	5868
9	5446	5615	5781	5950	6117	6287
10	5834	6008	6194	6376	6563	6745
11	6250	6444	6645	6845	7043	7245
12	6703	6919	7132	7354	7568	7789
13	7200	7429	7666	7903	8140	8385
14	7740	7988	8248	8512	8773	9032

BI-WEEKLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1717.28					
4	1823.80	1871.39	1922.41	1972.95	2024.48	2073.04
5	1937.28	1989.79	2045.78	2099.78	2154.77	2208.79
6	2061.64	2120.60	2181.04	2240.99	2297.98	2358.92
7	2197.38	2260.81	2325.71	2391.12	2455.53	2521.42
8	2345.53	2450.08	2487.24	2556.12	2629.44	2699.29
9	2505.58	2582.87	2659.66	2736.96	2814.25	2891.53
10	2683.94	2764.21	2848.93	2933.17	3018.87	3102.60
11	2875.18	2963.87	3057.03	3148.68	3239.85	3333.01
12	3082.79	3182.38	3280.48	3382.55	3481.16	3583.21
13	3312.20	3417.73	3526.23	3635.74	3744.24	3856.71
14	3560.42	3674.88	3794.28	3915.17	4035.08	4154.49

SALARY SCALES Effective 2020-04-05**1.5% Increase****MONTHLY**

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	3789					
4	4024	4128	4243	4353	4467	4576
5	4274	4390	4515	4632	4754	4873
6	4548	4679	4812	4945	5071	5206
7	4850	4990	5132	5277	5419	5563
8	5174	5407	5489	5640	5802	5956
9	5528	5699	5868	6039	6209	6381
10	5922	6098	6287	6472	6661	6846
11	6344	6541	6745	6948	7149	7354
12	6804	7023	7239	7464	7682	7906
13	7308	7540	7781	8022	8262	8511
14	7856	8108	8372	8640	8905	9167

BI-WEEKLY

GROUP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1743.04					
4	1851.16	1899.46	1951.25	2002.54	2054.85	2104.14
5	1966.34	2019.64	2076.47	2131.28	2187.09	2241.92
6	2092.56	2152.41	2213.76	2274.60	2332.45	2394.30
7	2230.34	2294.72	2360.60	2426.99	2492.36	2559.24
8	2380.71	2486.83	2524.55	2594.46	2668.88	2739.78
9	2543.16	2621.61	2699.55	2778.01	2856.46	2934.90
10	2724.20	2805.67	2891.66	2977.17	3064.15	3149.14
11	2918.31	3008.33	3102.89	3195.91	3288.45	3383.01
12	3129.03	3230.12	3329.69	3433.29	3533.38	3636.96
13	3361.88	3469.00	3579.12	3690.28	3800.40	3914.56
14	3613.83	3730.00	3851.19	3973.90	4095.61	4216.81

4.02 LENGTH-OF-SERVICE INCREASES

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld by the employee's supervisor based on an assessment of the employee's performance. Where an increase is to be withheld due to inadequate performance the supervisor will provide one (1) month's notice in writing to the employee affected, the officers of the Union, the appropriate Personnel Manager, and the Supervisor, Salary Administration.
- (b) Increases will not be granted to employees on probation. When in the opinion of the Company the employee has fully restored their performance at some subsequent date, they shall regain their position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an employee while they are on sick leave. After returning to work they will next be entitled to an increase on the same date they would have been entitled to an increase had they not been absent for sickness.
- (d) Employees who have been on any other leave of absence in excess of three (3) months during the length-of-service period will receive a prorated length-of-service increase; that is, for each completed month of service in their present job since their last length-of-service increase they will have 1/12 of the next length-of-service increase for that job added to their basic salary. Employees who are on such leaves of absence on their length-of-service date will receive a prorated increase as described above on the first of the month following their return to work.
- (e) All new employees or re-hires entering service after 1 January 1984 shall receive a length-of-service increase on their defined anniversary date except as otherwise provided.
- (f) Provided that the increased salary will not exceed the maximum of the salary range, salary increases for employees who are eligible shall be granted in the following manner:
 - i) An employee whose salary is equal to any step of their salary range will have their salary increased to the next higher step in that range.
 - ii) An employee whose salary is between steps of their salary range will have their salary increased by an amount equal to the difference between the two steps between which their salary falls but where the increase would place their salary above the second higher step in the range beyond their salary prior to the application of the increase, their salary will only be increased to the second higher step.
- (g) Time worked continuously on different jobs having the same job group shall be cumulative.

- (h) When an employee is promoted they will receive a prorated length-of-service increase at the time of promotion; that is, for each completed month of service in their present job since their last length-of-service increase they will have 1/12 of the next length-of-service increase for that job added to their basic salary. Article 7.04 will then be used to determine the promotional increase. A "completed month" is where the promotion date is beyond the fifteenth day of a month.
- (i) Employees who are promoted will have their length-of-service date established on the anniversary date of their promotion.
- (j) For the purposes of this article, an employee's anniversary date will be determined as follows:
 - i) For those employees who enter service or are promoted between the first and fifteenth day (inclusive) of any month, the anniversary date will be the first day of that month plus one (1) year.
 - ii) For those employees who enter service or are promoted between the sixteenth and last day (inclusive) of any month, the anniversary date will be the first day of the next month plus one (1) year.
- (k) An employee whose job is reclassified to a higher salary grade as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 7.04 and will continue to receive their length-of-service increases on the new job on the same date as they would have received them had they been on the lower job. Employees who were at the maximum on the lower job will receive their first length-of-service increase on the higher job on the anniversary date of the job reclassification.

4.03 SALARY SCALES AND ALLOWANCES

- (a) Effective **2016-03-27**, the salaries and salary scales of all jobs and employees covered by this Collective Agreement shall be increased by **2.50%** per hour relative to the salaries and salary scales in effect on **2014-04-01**.
- (b) Effective **2017-03-26**, the salaries and salary scales of all jobs and employees covered by this Collective Agreement shall be increased by **2.00%** relative to the salaries and salary scales in effect on **2016-03-27**.
- (c) Effective **2018-03-25**, the salaries and salary scales of all jobs and employees covered by this Collective Agreement shall be increased by **1.50%** relative to the salaries and salary scales in effect on **2017-03-26**.
- (d) Effective **2019-04-07**, the salaries and salary scales of all jobs and employees covered by this Collective Agreement shall be increased by **1.50%** relative to the salaries and salary scales in effect on **2018-03-25**.

- (e) Effective **2020-04-05**, the salaries and salary scales of all jobs and employees covered by this Collective Agreement shall be increased by 1.50% relative to the salaries and salary scales in effect on **2019-04-07**.

ARTICLE 5 - TRAVELLING ALLOWANCES, MOVING EXPENSES AND LIVING EXPENSES

5.01 HEADQUARTERS

- (a) Each employee will have an established headquarters, which will be the location where the employee normally works, reports for work, or the location to which they return between jobs.
- (b) Employees hired for temporary work will be deemed to be headquartered at the location where they are recruited.

5.02 TRAVELLING ALLOWANCES

- (a) The Company will pay economy air fare for air travel and for other forms of travel, will pay the cost equivalent to first class standards as prevailed at the date of signing this Agreement and will pay for meals and sleeping accommodation for employees travelling to or from a job from a point of hiring or on Company business.
- (b) When an employee is away from their headquarters and waiting time for departure of public transportation is expected to exceed two (2) hours from normal checkout time of their accommodation, the employee may retain such accommodation at the Company's expense until the time it is necessary to vacate it in order to catch the scheduled transportation. While holding accommodation outside normal working hours the time will not be paid as time worked.
- (c) Where no work is performed on the day in question, time spent in travelling by public carrier to a new headquarters or to or from a temporary job away from headquarters, including time spent in waiting for connections, will be paid at straight-time rates to a maximum of seven and one-half (7 1/2) hours in each day or part thereof. Time spent in travelling at the request of the Company on a normal day off shall be paid to a maximum of seven and one-half (7 1/2) hours at overtime rates.
- (d) Any time spent in travel by public carrier prior to or following the normal day's work will be paid for as time worked except that where overnight travel is required, and sleeping accommodation is available, the hours between 24:00 and 08:00 will not be paid.
- (e) Where sleeping accommodation is required but not available, and travel takes place by public carrier, the time so spent will be paid as time worked.
- (f) A day shall be the period from 00:01 hours to 24:00 hours and shall include Saturdays and Sundays.

- (g) Time spent in travel or transfer, either as a driver or passenger in a Company vehicle or properly authorized personal vehicle, will be paid as time worked.

5.03 TRAVEL TIME

Time spent in travel between headquarters and the work site or the report point and the work site at the commencement and termination of each day's work will be paid for as time worked.

5.04 VEHICLE ALLOWANCE

- (a) Where an employee is requested to use their personal vehicle on Company business, the request will be made in writing. If approved in writing the employee will then be reimbursed for the use of their vehicle at approved mileage rates and time spent in travel at the direction of the Company will be paid for as time worked.
- (b) Conditions of use of Company supplied and privately owned passenger vehicles are outlined in Policy 12 and 23 of which copies are available to employees on request.
- (c) Where an employee elects to use and is permitted to use their personal vehicle in lieu of transportation made available by the Company they will be reimbursed according to the provisions of the current Policy 23.
- (d) Where an employee elects to use their personal vehicle in preference to public transportation they shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when travelling by public transportation. The employee must have adequate insurance as specified in Policy 23. Travel time will be paid as though they travelled by public transportation.

5.05 ROOM AND BOARD

Where employees are assigned to temporary work away from their established headquarters, the Company will provide board and lodging at no cost to the employee. Other reasonable expenses may be allowed, subject to supervisory control.

5.06 LIVING ALLOWANCE

A living out allowance of \$35.00 per day will be paid to employees who would otherwise receive free room and board and who have the Company's permission to be living out in accommodation not provided by the Company. Unless the employee is returned to established headquarters or is granted paid travel time and expenses actually incurred the living out allowance will not be reduced when an employee is on paid leave of absence such as annual vacation, sick leave, statutory holidays or days in lieu thereof; or for unpaid leave of absence not exceeding five working days; or while the employee is on Worker's Compensation up to the maximum of their unused sick leave allowance. Permission to live out will not be withdrawn except by mutual agreement.

Notwithstanding the above, employees who have set up semi-permanent residences at the temporary location (such as mobile home or furnished apartment) will not have their living out allowances reduced when returned to established headquarters at the Company's expense for periodic assignments or training of two (2) weeks or less.

ARTICLE 6 - SENIORITY

6.01 SENIORITY (BARGAINING UNIT)

Where the words “bargaining unit” or “union” are used in this Agreement, such reference shall be deemed to mean MoveUP members employed by Southern Railway of B.C. and covered by the certificate referred to in Article 1.01 of this Agreement.

Seniority for the purposes of this agreement shall be established on the basis of length of continuous service with the Company as an employee within the terms of Article 1.01 of the current collective agreement, and shall date from the commencement of such service. Seniority shall accrue on a Company wide basis with Southern Railway of British Columbia Limited or its predecessor companies.

Part-time regular employees shall accumulate seniority on the basis of time worked.

6.02 SENIORITY ACCRUAL

No credit shall be given for short terms or temporary work except as provided in (a) and (b) below:

- (a) Probationary employees who obtain regular status shall have their seniority dated from their Company's entered service date.
- (b) Temporary employees who obtain regular status shall have their seniority dated from their last Company's entered service date.

6.03 BROKEN SENIORITY

- (a) An employee who leaves the Union and subsequently returns within two (2) years from the date of leaving and has five (5) years of continuous service may apply to have their seniority revised with the Union.
- (b) Employees excluded under the Labour Code of B.C. and thus required to withdraw from the Union shall be granted accumulated seniority as defined in Article 6.06 below, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the Union bargaining unit.

6.04 SENIORITY WHILE ON LEAVE

All employees will continue to accrue seniority while on approved leave of absence provided they maintain continuous membership in the Union.

6.05 SENIORITY AND RECALL

An employee laid off and rehired during the recall period shall be granted seniority for the period of layoff.

6.06 ACCUMULATED SENIORITY

Accumulated seniority to be defined as total elapsed time as a member of the Union or its predecessors.

6.07 EXCLUSIONS

Upon a decision by the Parties or the Labour Relations Board that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at their option, may be granted seniority credit for the period of exclusion provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry. Seniority achieved under this article will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.

6.08 SENIORITY LISTS

- (a) The Employer shall compile and maintain an up to date seniority list including the name, job title, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list described in Article 6.08 (a) above shall be posted by the Employer, on a bargaining unit wide basis in January of each year and a copy shall be given to the Union.

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

7.01 NEW EMPLOYEES

- (a) All persons accepting full-time regular employment with the Company in jobs under the Union's jurisdiction will serve a three (3) month probationary period. The period will start on the date the employee commences work in the full-time regular job for which they were hired. This period may be extended by mutual agreement between the Company and the Union. Prior to the expiry date of the probationary period, but not less than five (5) working days before the expiry date of the period, the employee's supervisor will conduct a performance rating of the employee and will either confirm the employee's full-time regular status or terminate the employee.
- (b) Employees who transfer from a full-time temporary job to a full-time regular job of the same job title will be exempted from the three (3) months probationary period, or a portion thereof, provided that the time in the full time temporary job and the full time regular job total a minimum of three (3) months unbroken service in the job.

7.02 HIRING RATES

- (a) Employees, including those from other unions within the Company, are to be hired at the minimum rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including the one year step. Higher starting rates than the one-year step may be paid in exceptional cases provided agreement is reached between the Company and the Union.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which they are employed, their salary will be determined as though they were a new hire, except that consideration will be given to their experience, as set out in the previous paragraph.

7.03 PROMOTION, DEMOTIONS AND TRANSFERS

- (a) The following definitions will apply in the event of job changes occurring within or between salary scale categories:
 - i) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
 - ii) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
 - iii) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
 - iv) By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for one (1) full working day or more and for six (6) months or less.
 - v) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for the job until such maximum is raised to the level above their salary.
 - vi) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job and that such salary will be increased by all subsequent across-the-board salary increases.
 - vii) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.

7.04 PERMANENT PROMOTIONS

- (a) When an employee is promoted they will receive an increase of 5% on their base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job

group they shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, they shall receive such maximum. For the purposes of this article, "base rate" shall mean salary for the former job plus any prorated length-of-service increase as determined under Article 4.02(h).

- (b) When an employee is promoted from a position they have taken under the provisions of Article 7.06(a) and (b), the following salary policy will apply:
- i) If the employee has been on the lower grouped job more than one (1) year they shall be promoted in accordance with 7.04 (a) above.
 - ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group they held prior to demotion, they will receive the salary they would have achieved had they remained on that higher job group level.
 - iii) If the employee is promoted to a job group higher than that they held prior to their demotion, their salary will be determined by applying firstly the provisions of 7.04(b)ii) and then the provisions of 7.04(a).

7.05 TEMPORARY PROMOTIONS

- (a) When, in the opinion of the supervisor, a temporary promotion is warranted to meet operational requirements, such temporary promotion shall be compensated as follows:
- i) Where the period of temporary promotion is one (1) full working day or more and the promotion is two (2) groups or less above their current level, the employee will receive an increase of 5% per group of promotion dating from the first day of promotion, except that:
 - 1) where the resultant salary would be less than the minimum of the new job group, they shall receive the minimum; or
 - 2) where the resultant salary would be higher than the maximum of the new job group, they shall receive the maximum.
 - ii) Where a temporary promotion is for one (1) full working day or more and the promotion is three (3) groups or more above the employee's current level, the Company will review the contents of the higher group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period. The minimum increase will be two (2) groups.
 - iii) Where a temporary promotion is for one (1) full working day or more to a supervisory position or a position outside the bargaining unit the employee shall be paid at the higher rate.
 - iv) Where an employee on special salary treatment relieves on another job, the Company will review the circumstances to determine

whether or not the employee qualifies for a promotional increase as described in 1, 2 and 3 above.

- v) Prorating under Article 4.02(h) will not apply to temporary promotions.
- vi) An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases which they would have received on the lower grouped job and their salary will be increased according to 7.05(a) i), ii), iii), or iv). A temporarily promoted employee will also be eligible for length-of-service increases on the higher grouped job if the temporary promotion is renewed and thus exceeds twelve (12) months in duration. However, the salary resulting from a length-of-service increase on the higher grouped job shall at no time be higher than the salary the employee would have received had they been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to their regular job. The salary at which they returns to their regular job shall include any increases which would otherwise have come to them during the period of transfer.
- vii) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

7.06 DEMOTIONS

- (a) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the employee has a year or more of service in the higher grouped job, upon demotion they will retain their rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum they will be reduced to maximum of the lower group. If the employee has less than one (1) year's service in higher-grouped job, upon demotion their salary will be that which they would have attained had they moved directly to the lower-grouped job on the same date that they moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to their lower job grouping.

- (b) In the case of a demotion not directly ascribable to the employee, refer to the following sections:
 - i) Job Descriptions and Salary Assignments - Article 2;
 - ii) Layoffs, recalls, automation, new equipment, new procedures, or reorganization - Article 9.

7.07 ELIGIBILITY FOR JOB COMPETITIONS

- (a) An employee with less than six (6) months' service in their entry position is not eligible to compete for a promotion unless they have the approval of their supervisor.
- (b) A regular employee with less than twelve (12) months' service in their entry position is not eligible to compete for a lateral move or demotion unless they have the approval of their supervisor.
- (c) Employees who are laid off and eligible for recall under Article 9.01 shall be eligible to apply for job postings for as long as they remain on the recall list.
- (d) When a vacancy exists within the CUPE jurisdiction and there are no CUPE members available to fill such a vacancy, MoveUP members will be considered before hiring outside of the bargaining unit provided they are qualified to fill the vacancy.

7.08 PREFERENTIAL APPOINTMENT

- (a) It is the intent of the Parties that preference in appointments to the Company job vacancies, MoveUP jurisdiction shall be given to MoveUP members, in this order:
 - i) The Employee with the highest seniority who was previously displaced or laid off under Article 9 from the position now vacant, unless such right to return pursuant to Article 9 is waived by the Employee;
 - ii) Regular employees and temporary employees with one (1) year's accredited Company service in the two (2) years immediately preceding the job vacancy.
 - iii) Full time temporary employees.
- (b) If at any time the Union is of the opinion that such preference has not been given, and the Company selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

7.09 JOB POSTING

- (a) When a regular job becomes vacant, or a new job is created, it shall be posted on the Company bulletin boards for a minimum of five (5) working days in order to give the employees an opportunity to apply for it. The job posting shall contain all pertinent details such as job title, salary range and group level (if established), replacement or addition to staff or new position, duties, minimum qualifications, special conditions, and the closing date of the competition. With the agreement of the Union, bulletins may be waived. Employees may apply for such positions providing they meet the minimum qualifications as outlined in the job description, and have the ability to perform the job.

- (b) The Company will acknowledge receipt of each application for a bulletined position and post the name of the employee selected to fill the vacancy. A late applicant shall be considered for a bulletined job provided they were absent from work and unaware of such bulletin due to sickness or vacation or away on Company business, and provided the application is received before another person is selected to fill the vacancy.
- (c) Job selections and promotions shall normally be given to the senior qualified employee who is able to perform the vacant job. Where the employee who is junior is selected, their qualifications and ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.
- (d) Ability, shall include consideration of the employee's performance on the employee's present job.
- (e) Confidential employees on the Company regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of MoveUP in accordance with this article.
- (f) Although selection of employees under the foregoing paragraphs shall rest with the Company, such selection shall be subject to the grievance procedure.
- (g) The Company will provide the Union with copies of applications for MoveUP job bulletins upon request to the local Personnel Offices. The Company will provide the Union with the name, existing job title and employee number of successful MoveUP applicants for Company job vacancies, MoveUP jurisdiction.

7.10 TEMPORARY JOBS

Temporary jobs of two (2) months or more duration shall be bulletined. Temporary transfers or promotions shall be subject to departmental requirements but permission to be temporarily transferred or promoted and to return to the employee's permanent job shall not be unreasonably withheld. Temporary jobs shall be rebulletined if they become permanent in nature, unless otherwise specifically agreed to with the Union.

7.11 TRANSFER DATES

Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Human Resources Department. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to their new job because of delay ascribable to the Company they will be paid as if they were in the new position. The Company will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Company re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

7.12 SELECTION CRITERIA TO BE REASONABLY, FAIRLY AND CONSISTENTLY ESTABLISHED AND APPLIED

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description.

ARTICLE 8 – GENERAL

8.01 EMPLOYEE PERSONNEL FILES

A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. No negative comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information in a timely manner.

8.02 EMPLOYEE ACCESS TO PERSONNEL FILES

An Employee shall have the right to read and review their personnel file at any time, upon reasonable notice and by written request to the Employer.

8.03 UNION ACCESS TO PERSONNEL FILES

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer.

ARTICLE 9 - EMPLOYMENT SECURITY

9.01 REDUCTION OF EMPLOYEES

- (a) If a reduction of staff is necessary due to a shortage of work, Southern Railway of British Columbia shall meet with and advise the Union of the proposed reduction, and the following procedure shall apply:
 - i) Temporary employees will be released first prior to any regular employee being displaced provided a regular employee is able to perform the job.
 - ii) Reductions in staff will be made on the basis of inverse order of seniority, provided the retained employee is able to perform the job.
 - iii) Southern Railway of British Columbia will endeavour to place employees who are subject to layoff in vacant positions of an equal or lower job group, provided there are no employees with more seniority on the recall list who would otherwise be entitled under Article 9.05 to such placement. In such cases, the Union agrees to waive the requirement to bulletin.
- (b) In the event that Southern Railway of British Columbia plans to introduce automation, new equipment, or new procedures which might affect employees, the Company shall give the Union three (3) months written

notice of such changes becoming effective. Where the Company has notified the Union of its intention to introduce automation, new equipment or new procedures, the Parties agree to meet within twenty (20) days to discuss and attempt to resolve problems arising from the change and to determine application of the measures below to be taken by the Company to minimize any adverse effect on employees.

In the event an employee is displaced from their position, or their position is down grouped because of automation, new equipment, new procedures or reorganization, the employee shall be eligible for training.

- i) for the operation of new equipment
- ii) for qualifying for new jobs created by such changes
- iii) for other vacancies within the Company for which the employee is qualified

9.02 BUMPING PROCEDURE

- (a) In the event an employee is displaced from their position and providing the affected employee has greater seniority, the employee may bump, an incumbent with less seniority:
 - i) in the same job, or
 - ii) in a previously permanently held job, or a job derived from it, or
 - iii) in a job at an equal or lower level not previously permanently held, provided they have the qualifications to perform the job.
- (b) For purposes of administering the bumping process only, where more than one employee is affected and elects to bump into the same job, the employees involved shall bump in order of seniority, until the bumping process is completed.
- (c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

9.03 RECALL TO FORMER POSITION

An employee who assumes a lower grouped job under the terms of this Article shall be eligible for re-establishment in their original position, provided the position is re-established within two (2) years of the date of demotion and the employee's performance in the original and in the lower grouped job has been satisfactory.

9.04 RECALL RIGHTS

- (a) In the event an employee is not trained, placed or is unable or declines to bump, the employee shall be laid off, and placed on recall for two (2) years.

- (b) The laid off employee's name shall be placed on a recall list for two (2) years and considered for any vacancy of an equal or lower job group provided they have the qualifications to perform the job. The employee's name shall remain on the recall list for two (2) years, provided the employee reaffirms their availability for work at three (3) month intervals with the Director of Human Resources. Notice of recall for placement or interview purposes shall be made by registered mail. Should the employee fail to respond within five (5) working days of receipt of such notice, unless such time is extended by Southern Railway of British Columbia, the employee's name shall be dropped from the recall list. A copy of such notice shall be sent to the Union. The laid off employee is responsible for providing the appropriate Manager with their current mailing address.

In the event that an employee is recalled to a temporary position, the recall period shall be extended by a period equal to time worked in the temporary position.

- (c) Recall shall be made on the basis of seniority (i.e. last off, first on).
- (d) In the event the employee is not placed after their name has been on the recall list for two (2) years in accordance with section 9.04 above, the employee will be terminated.

9.05 RECALL LIST

The Company will advise the Union, in writing, of all vacant positions where there are individuals on the recall list whose job immediately prior to layoff was at an equal or higher grouping than the vacant position. An individual on the recall list must submit their grievance in respect to not being recalled within 25 working days of Southern Railway of British Columbia advising the Union of how the vacancy will be filled.

9.06 BENEFITS DURING LAYOFF

An employee on lay off is not entitled to employee benefits.

9.07 NOTICE OF TERMINATION

In the event the employee is not placed under these provisions, the employee will receive notice of termination or pay-in-lieu of notice as follows:

- (a) 6 consecutive months of service
- two (2) weeks
- (b) 3 consecutive years of service
- three (3) weeks
- (c) Thereafter, one (1) week's notice or pay-in-lieu of notice for each additional year of service up to a maximum of eight (8) weeks.

9.08 SEVERANCE

In addition, the Company's existing severance pay program which provides for one (1) week's pay for each year of service will be available to employees displaced due to

conditions mentioned in 9.01 **(a)** and **(b)** above, where other jobs within the Company are not available or in cases where employees may not be trainable for available jobs. Employees affected under the conditions of this article will not negate their right to severance pay by reason of their refusing to accept retraining, placement, or bumping.

9.09 SEVERANCE PAY

The employee laid off under this Article may elect at time of layoff to:

- (a) Take a lump sum payment equivalent to the full amount of their severance entitlement.
- (b) Take their severance in bi-weekly installments.
- (c) Defer payment of their severance entitlement until any time during their layoff and recall period or until their layoff and recall period expires.
- (d) Terminate and receive severance.

9.10 PAY UPON RECALL

- (a) Upon recall to or re-establishment within their former position, an employee shall receive their former rate of pay plus any negotiated increases applicable to the period prior to recall or re-establishment.
- (b) In the event an employee assumes a lower grouped job under the terms of Article 9.01 (a), the following salary provisions shall apply:
 - i) An employee with one (1) or more years' service in the higher grouped job will retain their rate if it is not beyond the maximum of the lower grouped job, if an employees rate is beyond the maximum of the lower grouped job the employee's rate will be reduced to maximum.
 - ii) An employee with less than one (1) year's service in the higher grouped job will assume the salary they would have attained had they moved to the lower grouped job on the same date they moved to the higher grouped job.
- (c) In the event an employee assumes a lower grouped job under the terms of Article 9.01(b), the following salary provision shall apply:
 - i) Where an employee is displaced from their position to Article 9.01(b) and placed in a lower level position, and that employee has a minimum of fifteen (15) years' accredited service, the employee will be given blue-circle salary treatment.
 - ii) Employees who do not qualify under paragraph (i) above must accept retraining as provided by the Company without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in location.

- iii) Employees who do not qualify under paragraph (i) above or who are not retrainable (for reasons other than a refusal to accept training provided by Southern Railway of British Columbia) under paragraph (ii) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform.
- iv) Employees who refuse retraining under paragraph (ii) above or refuse a transfer under paragraph (iii) above without legitimate reasons will forfeit their right to blue-circle salary treatment and revert to red-circle salary treatment on the lower level job.

9.11 SEVERANCE REPAYMENT

An employee who receives severance pay as in sections 9.07 and 9.08 above, if they are recalled from layoff, will be required to refund one (1) week's pay for each two (2) months of employment until the pay received is fully refunded.

ARTICLE 10 - BENEFIT PLANS

10.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

- (a) All employees except part-time temporary shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Service Plan.

The Company will pay the following maximum amounts towards the monthly premium for MSP coverage:

Effective	April 1 2003	April 1 2004
Single	\$ 54.00	\$ 57.00
Couple	\$ 96.00	\$100.00
Family	\$108.00	\$112.00

- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan similar to that offered by Desjardins Insurance.
- (c) Coverage will provide for corrective eyeglass lenses, frames and contact lenses, excluding sunglasses and safety lenses, limited to a maximum reimbursement of \$400.00 per person every two years.
- (d) Further to the above, the coverage will also include eye examination coverage up to a maximum of 75.00 every two (2) years.
- (e) The premiums for the eye wear program described above will be shared such that the Company will pay seventy-five percent (75%) of the costs with the remaining twenty-five percent (25%) paid for by the employee.
- (f) If the Company requires the eye examination the Company will pay for the examination.

- (g) The deductible is \$75.00 per family per calendar year.
- (h) The lifetime maximum benefit payable during the lifetime per person is \$1,000,000.
- i) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the month following three months of service. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- j) Premiums for the Extended Health Care Plan will be paid by the Company. Premiums for the Medical Services Plan will be paid in accordance to Section (a) above. Participation in the plan is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Company.
- k) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.
- l) All employees will contribute .50 cents per hour of straight times earnings towards the benefit costs for post-retirement benefit coverage. This contribution will not exceed 50% of the cost for providing this benefit. The parties will conduct a yearly review of the deductions and any surplus will be transferred to a trust account. This surplus, if any, will be used for future liabilities or to determine the length of a contribution holiday and/or towards improvements to the benefit plans by mutual agreement.

Eligibility for post-retirement benefits is 55 years of age and 20 years of service.

Premiums for Medical Services Plan of BC will be paid by the Company to a maximum of:

<u>Single</u>	<u>\$57.00</u>
<u>Couple</u>	<u>\$100.00</u>

Premiums for Extended Health Benefits will be paid by the Company to a maximum of:

<u>Single</u>	<u>\$90.00</u>
<u>Couple</u>	<u>\$230.00</u>

Prior to retirement, the employee will be required to sign an authorization form to permit the deductions from their pension benefit payment for amounts in excess of the maximum stated above. These payments will be remitted to the Company. The Company will remit the total premium to the carrier.

10.02 GROUP LIFE INSURANCE

The Parties mutually agree to the implementation of a new Group Life Insurance carrier providing the same level of basic coverage (one and one half times the employee's basic yearly salary). Premiums for this plan shall be paid by the Company and dividends will

accrue to the Company. Except for part-time temporary employees and employees hired for temporary vacation relief enrollment is compulsory for all employees after three (3) months' continuous service.

Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Company service after at least twenty (20) years' service will continue with Group Life Insurance during retirement with the premium payable and the dividend collective by the Company. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the amount in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime.

10.03 DENTAL PLAN

All regular employees shall be eligible for coverage under a dental plan provided by the Company which will provide benefits as outlined within the policies of the insurance carriers. Plan A (90% co-insurance), Plan B (50% co-insurance), and Plan C (50% co-insurance) with a limit of \$5000 maximum lifetime benefits per person enrolled in the plan.

Enrollment and continuous coverage in the dental plan is a condition of employment for regular employees except that employees covered by another dental plan may elect not to participate in the Company plan. Coverage commences following three (3) calendar months after the month employment commences. The cost of the dental plan shall be paid by the Company.

10.04 WEEKLY INDEMNITY AND LONG TERM DISABILITY

The Weekly Indemnity Plan premiums will be paid by the employees. Except for part-time temporary employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. The Plan pays benefits at 50% basic earnings at the onset of disability through sickness or accident except that the first three (3) days of disability are covered by available sick leave credits. Any changes to the Plan, including benefits provided, require mutual agreement by the Parties. (Note: Weekly Indemnity and Long Term Disability application in Article 15 of the Agreement.)

10.05 BENEFITS WHILE ON LEAVE

- (a) An employee on leave of absence without pay, for reasons other than sick leave or maternity leave for a period of fifteen (15) days or more in any calendar month is required to prepay the whole cost of welfare plans as outlined in 10.01, 10.02, 10.03 and 10.04 above in respect of that month.
- (b) Company employees who are on leave of absence in accordance with Article 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all Company benefit plans, on condition that the Company's share of the cost of such plans is borne either by the Union or by the employee.

NOTE 1: Coverage in all Benefit Plans will be effective immediately following the completion of the qualifying period, if any.

NOTE 2: Further details on these plans are provided in the Supplementary Information attached to this Agreement.

ARTICLE 11 - WORKING HOURS

11.01 HOURS OF WORK

The hours of work of all employees, except part-time employees (Article 1.06(b) and (d),) shift employees (Article 12.04) and those otherwise specifically mentioned in this Agreement, shall be as follows:

(a) Working Hours

- i) The hours of work shall be the equivalent of thirty-five (35) hours per week. This will be done by working a normal week of five (5) x seven and one-half (7 1/2) hour days and allowing seventeen (17) days a year Reduced Work Week Leave (RWWL) in lieu of the thirty-five (35) hour week.
- ii) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, subject to 11.01 (g) 7 below, will an employee be scheduled off less than seventeen (17) days per calendar year in service.

(b) Standards and Authorized Variations

- i) "Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
- ii) "Authorized Variation" means a range of alternatives specified in the Agreement, within which range a supervisor and their employee or group of employees may agree to vary from the standard.

(c) Work Day

- i) Seven and one-half (7 1/2) consecutive hours of work, exclusive of lunch period.

(d) Work Week

- i) The standard will be Monday through Friday.
- ii) The authorized variation will be Monday through Saturday in the Pay Department of Comptroller's Division; this list may be amended by agreement of the Parties.

(e) Starting Time

- i) The standard starting time will be 08:00.

- ii) The authorized variation will be a starting time between 06:30 - 09:30.
- (f) Lunch Break and Rest Breaks
- i) Employees whose work day is greater than five hours in duration, will be entitled to an unpaid lunch period of 30 minutes. The authorized variation will be one-half (1/2) hour or one (1) hour.
 - ii) Each employee shall receive two (2) rest periods daily during which work may cease. The first rest break will occur before the lunch break. No rest period shall be consecutive with the lunch period. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this Agreement.
- (g) RWWL Application
- i) The standard is that RWWL days will be taken in the pay period in which earned, but shall not conflict with essential departmental requirements.
 - ii) The authorized variation is that RWWL days may be temporarily banked up to a limit of fifteen (15) days; beyond fifteen (15) days must be taken off or placed irrevocably in another bank which may be used only for:
 - 1) early retirement
 - 2) I/C Supplement
 - 3) pay-off on termination or
 - 4) pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off. If an employee elects to take the time off rather than having it placed in the irrevocable bank such a request cannot be denied and the employee must be given the opportunity to take the time off prior to the end of the calendar year in which the excess is accrued or within one (1) month of that time. The scheduling of such days will be done so as to accommodate the employee's wishes to the extent that they do not conflict with essential departmental requirements.
 - iii) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
 - iv) RWWL will apply only to full time regular employees hired prior to January 1, 2010. Except for terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period. Employees hired after January 1, 2010 will not be entitled to RWWL.
 - v) Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of

1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

- vi) An equivalent percentage payment of RWWL will apply to part-time regular and part-time temporary employees in accordance with Article 2.04 (b) and (d) of this Agreement.
- vii) Employees who are on leave of absence without pay during a pay period will earn the period's RWWL allowance on the basis of 1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

11.02 OVERTIME PAYMENTS

- (a) This article applies to all employees except shift work employees and employees subject to flexible hours.
- (b) All time worked in excess of hours stated in the proceeding article of this section shall be paid for at the rate of time and one-half (1 1/2) except that where overtime in any one (1) day continues beyond one (1) hour, the overtime worked in excess of one (1) hour shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays shall be at overtime rates plus regular salary, except as provided in Article 13.01(e) of this Agreement. All times worked on Saturdays, Sundays and Statutory Holidays will be paid at double time rates.

11.03 OVERTIME BANKING (NON-SHIFT WORK EMPLOYEES) (THESE ARTICLES TO BE EFFECTIVE 1 JANUARY 1985)

- (a) Employees may transfer to an overtime leave bank up to 100% of monies earned for working overtime, to be taken as time off in lieu of wages. Overtime shall be credited to the bank in dollars at the rate of pay in effect at the time of earning and when subsequently taken as time off, shall be withdrawn at the employee's base rate in effect on the day immediately preceding the day off.
- (b) The amount of overtime accumulated in the bank in excess of the equivalent of 112.5 hours will be subject to supervisory approval.
- (c) Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor.
- (d) The supervisor shall have the right to schedule time off to reduce the employee's overtime bank to an amount equivalent to 112.5 hours.
- (e) Cash withdrawals may be made by the employee at any time on ten (10) working days' written notice to Pay Department.

11.04 OVERTIME, TRAVEL TIME PAYMENTS AND MEAL INTERMISSIONS

- (a) If an employee is scheduled to work prior to their normal working hours and at their normal work location, travelling time will not apply.
- (b) If an employee is required to work overtime beyond their normal working day at their normal headquarters, no travelling time will be paid.
- (c) An employee called to work during off scheduled hours or on a normal day off shall be paid at overtime rates.
- (d) All overtime worked between the hours of 00:00 and their normal starting time shall be paid for at 200% of straight-time rates.
- (e) Notwithstanding the provisions of Article 11.03(i), a call-out occurring within a period of four (4) hours prior to the commencement of their regular working day or shift will nevertheless require an employee to report at their regular hour and be paid at straight-time rates for their full regular shift.
- (f) Where an employee is required to work less than two (2) hours beyond their regular shift, a one-half (1/2) hour unpaid meal period will be allowed.
- (g) An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Company will provide a meal or reimburse the employee for reasonable meal expenses incurred:
 - i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
 - ii) where an employee is called in and works four (4) hours overtime;
 - iii) where an employee is required to work four (4) hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift;
 - iv) where an employee misses a paid meal period to which they are entitled they shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (h) Where work is prescheduled for normal days off and employees have been notified on the previous working day and work is to commence within two (2) hours of the normal starting time, the employer will not be required to provide lunch or pay for meal time if taken.
- (i) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if they can do so by the mid-point of their regular shift unless they will report earlier by mutual agreement. Whether or not they do report to work they shall nevertheless be paid for the regular shift following the overtime at their normal straight-time rate.

However, if their overtime finished at or before eight (8) hours prior to the mid-point of their regular shift on the day in question, they must return to work by the mid-point of their regular shift in order to qualify for full pay for their regular shift. An employee who is called in and reports to work before the expiration of their eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of their normal shift, plus their regular salary for the day.

- (j) Where an employee is required to work unscheduled overtime, the Company will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
 - i) Provided that normal means of transportation is not available.
 - ii) Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - iii) For purposes of this article, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their supervisor during their scheduled shift that they will be required to continue working beyond their scheduled quitting time.

11.05 REPORTING AT NON-REGULAR CENTRE

If an employee is required to report for their regular day's work at a centre other than their regular work location, travelling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the employee to travel to and from their regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

11.06 MINIMUM PAID PERIODS

- (a) If an employee is required to remain at their work place to work overtime, they will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable article may be invoked with respect to meal intermissions. If they are required to return to their normal work location, aside from a normal meal intermission, or if they are required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on their scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in travelling to and from their normal work location.
- (b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time they leave their residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach their living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply.

11.07 PREMIUM PAYMENTS

Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

ARTICLE 12 - SHIFT WORK

12.01 COMPANY REQUIREMENTS

The Company's various operations have required and may continue to require shift work.

12.02 NOTICE OF SHIFT WORK

The Company will provide the Union and affected employees with three (3) months' notice prior to introducing new shift requirements in a work area.

12.03 EMPLOYEE OPTIONS

Should an employee's position become a shift position, the employee will have the option to either:

- (a) accept the shift position, or
- (b) decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 7.09; the employee who has declined the shift position will continue to work regular days and hours, subject to departmental requirements, or will be treated in accordance with the provisions of Article 9.

12.04 WHERE EMPLOYEES WORK SHIFTS, THEY SHALL BE GOVERNED BY THE FOLLOWING CONDITIONS:

(a) WORKING HOURS

- i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- ii) An RWWL day will be earned in each of the seventeen (17) bi-weekly pay periods which do not contain a statutory holiday. Notwithstanding the standard defined in Article 11.01(g) i) or the provisions of Article 11.01(g) iii), it is intended that RWWL days will normally be scheduled to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) WORK DAY

Any consecutive seven and one-half (7 1/2) hours of work, exclusive of lunch period, in a twenty-four (24) hour period.

(c) WORK WEEK

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) STATUTORY HOLIDAYS

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

(e) PREMIUM PAY

Premium pay for shift workers as outlined in this Article, who are required to work on Sundays and statutory holidays, shall be paid at time and one-half (1 1/2) for those days, except as provided in Article 12.04(f) i 2).

(f) SHIFT PREMIUMS

i) For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows:

- 1) Shift workers shall be paid a shift premium equal to 6.5% of the average hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to 10% of the average hourly rate shall be paid for all hours worked between 00:00 and 06:30.
- 2) Where less than a majority of the hours of a specific shift fall within the period of 00:00 and 08:00, the period from the start of the shift to 06:30 attracts the 10% premium and the period from 06:30 to 08:00 attracts the 6.7% premium.
- 3) Where a majority of the hours of a specific shift fall outside of the day shift, premium entitlement(s) shall apply to all hours.
- 4) Where a majority of the hours of a specific shift fall within the period 00:00 to 08:00, the portion of the shift between 00:00 and 06:30 attracts the 10% premium and the remainder of the shift attracts the 6.7% premium.
- 5) For the purposes of this Article, average hourly rate is calculated on the basis of the average monthly salary of all MoveUP -affiliated employees as at 1 April of each year, converted to hourly rate in accordance with the formula contained in Article 4.01.

(g) LUNCH PERIODS

The lunch period will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(h) OVERTIME PAYMENTS - SHIFT WORKERS

- i) All time worked in excess of the hours stated in (b) above shall be paid for at the rate of time and one-half (1 1/2) except that where the overtime in any one (1) day continues beyond one (1) hour, the overtime worked in excess of one (1) hour shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and Statutory Holidays shall be paid at 200%.
- ii) Notwithstanding the provisions of Article 11.03(d), shift workers who work overtime between the start time of the scheduled shift and eight (8) hours prior to the start of the scheduled shift shall be paid at 200% of the straight time rates for those hours.

(i) OVERTIME BANKING

- i) Employees may transfer to an overtime leave bank up to 100% of monies earned for working overtime, to be taken as time off in lieu of wages. Overtime shall be credited to the bank in dollars at the rate of pay in effect at the time of earning and when subsequently taken as time off, shall be withdrawn at the employee's base rate in effect on the day immediately preceding the day off.
- ii) The amount of overtime accumulated in the bank in excess of the equivalent of 112.5 hours will be subject to supervisory approval.
- iii) Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor.
- iv) The supervisor shall have the right to schedule time off to reduce the employee's overtime bank to an amount equivalent to 112.5 hours.
- v) Cash withdrawals may be made by the employee at any time on ten (10) working day's written notice to the Pay Department.

(j) SIGN-UPS

- i) A majority of any group of shift workers may elect to have a sign-up on a seniority basis to establish choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.

ii) Seniority for shift sign-up shall be as defined in Article 6 or by criteria determined by a simple majority of the group concerned subject to approval by the Company and the Union. Once established, seniority criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up. For all other purposes of this Agreement, seniority shall be established in Article 6.

(k) NOTICE OF RELIEF

i) To provide relief coverage for unscheduled leaves of absence due to sickness, accidents, etc., the Company may request an employee to temporarily change their shift. When shift employees' scheduled shifts are changed, two (2) calendar days' notice will be provided. If less notice is given, up to the first two of the changed shifts, occurring consecutively, shall be at double time rates as follows:

- 1) 48 hours' notice - no penalty;
- 2) 24 hours' notice - 1 shift at double time;
- 3) Less than 24 hours' notice - two shifts at double time

ii) Shift changes incurred by relief employees who are designated as such or shift changes requested by the employee will not be subject to overtime penalties.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 RECOGNIZED HOLIDAYS

(a) For the purposes of this Agreement, the following are acknowledged as statutory holidays:

New Year's Day	B.C. Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays and any other public holiday(s) gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

(b) Shift workers shall receive an equivalent number of days off in accordance with the conditions set out in Article 12.

(c) When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on the last working day immediately preceding

or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Company and taken by employees either individually or in groups at the Company's discretion.

- (d) An employee will receive normal straight-time pay for these days (or any day in lieu thereof granted under Article 13.01 (c) above) provided that on the working day immediately before and on the working day immediately following the holiday they were at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days.
- (e) Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 13.01 (c) above shall be notified by the Company of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 13.01 (c) above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Company of less than fourteen (14) days prior thereto, an employee who works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

ARTICLE 14 - VACATION AND LEAVES OF ABSENCE

14.01 OPERATIONAL REQUIREMENTS

Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

14.02 VACATION ENTITLEMENT

- (a) The vacation year shall be defined as January to December.
- (b) Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year. An employee shall not take a vacation in their first anniversary year until they have completed six (6) months continuous service, nor until they have completed twelve (12) months' continuous service if they have taken a year-of-hire vacation.
 - i) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

ii) Vacation Entitlements

1) In the calendar year of:

*1st - 6th Anniversary	- 3 weeks
7th - 17th Anniversary	- 4 weeks
18th - 29th Anniversary	- 5 weeks
30th and later Anniversary	- 6 weeks

14.03 PAYMENT OF VACATIONS

- (a) Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken or, depending upon their vacation entitlements, at the rate of 6%, 8%, 10% or 12% of their previous year's earnings, whichever is the greater. Adjustments arising out of the percentage application will be made after the employee has completed their vacation for the calendar year. Notwithstanding the foregoing, deferred and banked vacation will be paid at the employee's rate of pay at the time the vacation is taken.
- (b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.

14.04 PAST SERVICE CREDITS

All employees re-entering the Company service on or after 1972-01-01 will receive credit for past service in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

14.05 VACATION SELECTION

Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen. All vacation periods must be selected by the Employee by December 1st and approved by management by December 15th for each upcoming vacation year.

14.06 BANKING VACATIONS

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later. Employees with less than five (5) years of service may defer one (1) week of vacation with mutual agreement between the employee and their supervisor. Such request shall not be unreasonably denied.

- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - i) three (3) weeks' vacation entitlement: one (1) week
 - ii) four (4) weeks' or more vacation entitlement: twelve (12) weeks

14.07 STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE

An employee will be granted one (1) extra day's vacation with pay for each statutory or Company-observed holiday falling in their paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

14.08 RELIEVING ON HIGHER-GROUPED JOB

If an employee is relieving on a higher grouped job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on this higher job and if there is a minimum of twenty (20) working days at the relief level. However, if an employee is required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take their annual vacation at some other less convenient time, they shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

14.09 PRORATION OF ANNUAL VACATION ENTITLEMENT

- (a) Absences due to sick leave, income continuance, or workers' compensation injury. In any case, where an accumulation of such absences exceed six (6) calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) months.
- (b) Absences other than sick leave, income continuance, WCB and annual vacation. Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.
- (c) PRORATION OF ANNUAL VACATION DUE TO PREGNANCY LEAVE

It is understood that Article 14.09 (b) will not apply to the period of pregnancy/parental leave described in Article 14.11 and 14.14 of the Collective Agreement. This understanding is without prejudice to the position of the Parties on the relationship of pregnancy leave to other provisions of the Collective Agreement.

14.10 LEAVE OF ABSENCE(S)

- (a) Employees who have completed three (3) or more years of service with the Company may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence.
- (b) Employees who have completed five (5) or more years of service with this Company shall receive on request up to five (5) scheduled working days a year without pay to be taken in unbroken sequence.
- (c) In addition to the provision of paragraph (b) above, and subject to departmental requirements, employees who have completed ten (10) or more years of service with the Company shall receive on request up to five (5) extra scheduled working days a year without pay to be taken in unbroken sequence.

14.11 BEREAVEMENT LEAVE

For the purpose of this article, immediate family of the employee is defined as father, mother, father-in-law, mother-in-law, brother, sister, spouse, son, daughter, step-child, grandparents, grandchildren and legal guardian.

- (a) In cases of death in the immediate family, an employee shall be granted up to five (5) working days' leave of absence with three (3) days of paid leave.

14.12 JURY DUTY/SUBPOENAED WITNESS DUTY

Employees who are required to be absent from work to serve as jurors, or who are subpoenaed to appear as a witness in an action in which they themselves are not involved, will be granted leave with pay. Employees granted leave for this purpose must remit any remuneration received from the Courts.

14.13 QUARANTINE LEAVE

An employee is entitled to leave with pay for time lost due to quarantine where he or she is unable to work, as certified by a qualified medical practitioner.

14.14 FAMILY RESPONSIBILITY AND COMPASSIONATE CARE LEAVE

The Employer shall grant, upon request, unpaid Family Responsibility Leave and/or Compassionate Care leave in accordance with Section 52 and 52.1 of the B.C. Employment Standards Act 1995.

14.15 EDUCATION LEAVE

Education leave without pay of up to one (1) year may be granted to regular employees, subject to departmental requirements, for the purpose of pursuing a full-time course of studies. Any requests for such leave will be considered on their individual merits, and such consideration will include, but not be limited to, an assessment of the future value of the course of studies to the Company. Approval of any request for education leave shall rest

with the Division Manager, or delegate, concerned. Requests for leave of more than thirty (30) calendar days shall be reviewed with the Director of Human Resources.

14.16 PREGNANCY LEAVE

- (a) Pregnant Employees are entitled upon request to unpaid Pregnancy leave to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C.
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Human Resources Department as soon as is reasonable within the second trimester.
- (c) Employees will notify the Company at least four (4) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she shall on the recommendations of her physician in consultation with the Company's appointed Doctor, commence her leave of absence immediately.
- (d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) A request for shorter period under Subsection (d) shall be given in writing to the employer at least one week before the date the employee proposes to return to work, and if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Company a medical report from her physician apply to the Company for an extension of the fifty-two (52) weeks leave of absence to a date recommended by the physician.
- (g) Where an employee gives birth or the pregnancy is terminated before a request for a leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period at the employee request.
- (h) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

- (i) Employees desiring to return to regular employment following pregnancy leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

In Special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Company at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the company with a certificate of a medical practitioner stating that the employee is able to resume work

- (j) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same wage rate and benefits as she received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or pregnancy leave unless the employee is absent for a period exceeding the permitted leave. It is agreed that the Company will notify the Union prior to terminating an employee in accordance with the above.
- (l) If an employee agrees to continue benefit coverage during pregnancy leave then the Company will contribute the Employer's and employee's portion of the benefit premiums while on leave. The employee must reimburse the Company their portion of the benefit premium upon return to work or termination.
- (m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company.
- (n) When an employee on pregnancy leave fails to notify the Company of her desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
 - i) promotion of another employee from within the department or;
 - ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (o) The Company will continue to pay the employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.

14.17 POST-PREGNANCY BULLETINING RIGHTS

- (a) An employee who terminates by not returning to work, in accordance with Article 14.16, may obtain the right to apply for job bulletins.
- (b) In order to qualify for the right to apply for job bulletins, the employee must advise the Company of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per 14.16(a). The Company may then proceed to fill the resultant job vacancy on a permanent basis.
- (c) The right to apply for job bulletins will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the supervisor may consider her to have withdrawn from the competition.

14.18 ADOPTION LEAVE

- (a) An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to thirty-seven (37) consecutive weeks, without pay, beginning within fifty-two (52) weeks after the child is placed with the parent. An employee shall be entitled to extend the adoption leave by way up to an additional five (5) weeks leave without pay, where the child is at least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (b) In order to be eligible for leave of absence under this article, the employee shall be required to furnish the company proof of adoptions.
- (c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken
- (d) If an employee agrees to continue benefit coverage during adoption leave then the Company will contribute the Employer's and employee's portion of the benefit premiums while on leave. The employee must reimburse the Company their portion of the benefit premium upon return to work or termination.
- (e) When an employee on adoption leave fails to notify the Company at least thirty (30) days prior to their intended date of return to work, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - i) promotion of another employee from within the department or;

- ii) changing the status of the temporary employee who relieved the employee on adoption leave.

14.19 PARENTAL LEAVE

- (a) An employee may, upon four (4) weeks written notice, request leave without pay:
 - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise,
 - ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - iii) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- (b) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (c) If an employee agrees to continue benefit coverage during parental leave then the Company will contribute the Employer's and employee's portion of the benefit premiums while on leave. The employee must reimburse the Company their portion of the benefit premium upon return to work or termination.

ARTICLE 15 - SICK LEAVE ALLOWANCES

15.01 DEFINITIONS

All references in this Article to "days" mean "working days"; references to "years" mean "anniversary years" unless "calendar years" is indicated by the context or otherwise specified.

15.02 CURRENT SICK LEAVE ALLOWANCES

- (a) All employees (except part-time temporary employees and those hired for relief of employees on vacation and/or leave of absence) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provide except when such an injury or illness is covered and

compensated by Workers' Compensation Board payments. The employee shall report or cause to have reported to their supervisor the injury or illness which required their absence as soon as may be reasonably possible.

i) During the First Year of Employment

A newly hired employee will not be entitled to any paid sick leave during the first three (3) months of service. Upon completion of three (3) months of service, a recently hired employee will immediately be entitled to a paid sick leave allowance of three (3) days. Such employee will have this allowance increased by one (1) day for each additional month of service to a maximum of five (5) days in their first year of employment.

ii) During Subsequent Year(s) of Employment

Upon completion of one (1) year of service, an employee shall at this anniversary date be entitled to a paid sick leave allowance of ten (10) days. Upon completion of each subsequent year of service, an employee shall at each such anniversary date be entitled to five (5) additional days of paid sick leave allowance to a maximum of one hundred (100) days to be used in the subsequent twelve month period.

(b) An employee hired to relieve another employee who is absent due to vacation and/or leave of absence will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service, if their employment is continued in accordance with this Agreement, they will immediately be entitled to a paid sick leave allowance of four (4) days. Such employee will have this allowance increased by one (1) day for each additional month of service to a maximum of five (5) days in their first year of employment.

(c) When an employee changes employment status in accordance with this agreement, without a break in service, all service accrued prior to the date of the change in employment status shall be credited to the employee for purposes of calculating subsequent sick leave allowance(s) under this Article, except that a Part Time Temporary Employee shall only commence accruing such service credit after six (6) months of employment as a Part Time Temporary Employee.

15.03 SICK LEAVE EXTENDING INTO SUBSEQUENT ANNIVERSARY YEAR

(a) All time lost because of sickness which commences prior to an employee's anniversary date and which continues uninterrupted beyond this date shall be treated as occurring prior to this anniversary date. In this event, an employee shall exhaust their paid sick leave allowance then, if necessary, shall be placed on unpaid sick leave until such time as the employee becomes eligible for Long Term Disability benefits. Ten days following an employee's return to work, in such case, their sick leave entitlements shall be as prescribed by Article 15.02 (a) ii) above.

- (b) Employees who terminate and have used more than pro-rated portion of their current sick leave allowance will have the excess usage deducted from their termination pay cheque.

15.04 WEEKLY INDEMNITY AND LONG TERM DISABILITY PLANS

The Parties to this Agreement will continue with the Weekly Indemnity and Long Term Disability Plans as set out in Article 10.

15.05 WEEKLY INDEMNITY AND LONG TERM DISABILITY BENEFITS

- (a) Sick Leave Supplement to Weekly Indemnity Benefits: Until an employee's sick leave is exhausted, the Company will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing Weekly Indemnity payments.
- (b) Weekly Indemnity Benefits will be paid in advance by the Company. These advances shall be refunded to the Company by the Insurance carrier once the claim has been approved.
- (c) Long Term Disability Benefits will commence once the Weekly Indemnity Benefits have run out after 26 weeks. Once approved the benefits will be paid directly by the Insurance carrier. These benefits can be supplemented on the same basis as outlined in section (a) above.
- (d) The total of the Weekly Indemnity and Long Term Disability benefits and the supplement (after taxes) will not exceed the employee's normal net straight-time earnings.

15.06 MEDICAL CERTIFICATE REQUIREMENT

- (a) If an absence due to sickness exceeds three (3) working days, a medical certificate may be required by the Company. An employee involved in frequent short-term absences (more than four (4) per calendar year) may be required to undergo a medical examination by an employee's own doctor. If required, the employee shall arrange that their doctor furnish a report of the examination results to the Company's doctor. An employee on leave of absence for sickness must continue to be available in the vicinity of their work area unless a medical certificate has been furnished to provide otherwise.
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Company may require such an examination.
- (c) When the Company requests a medical certificate from the employee's doctor, the Company will reimburse the employee any doctor fees required to obtain the certificate.

15.07 SEVERANCE PAY FOR HEALTH CONDITIONS

Employees with health problems will be considered for severance pay providing the employee is not receiving income continuance benefits.

15.08 MEDICAL AND DENTAL APPOINTMENTS

Employees who go for medical and dental appointments will not have any such leave deducted from their sick leave or their pay for periods of two (2) hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay (if paid sick leave is exhausted) except that supervisors at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.

ARTICLE 16 - CLOTHING ALLOWANCE

16.01 RAILWAY DESIGN TECHNOLOGIST & STORE KEEPER

The Company will provide for use on the job, safety hats, and also hip waders for extraordinary wet locations.

16.02 SAFETY SHOES

Employees engaged in work situations in which hazards make appropriate the wearing of safety-toed footwear will be encouraged to do so. The Company will share the cost of providing and repairing such footwear on a 50-50 cost-sharing basis. The footwear purchased must be suitable for the work engaged in and shall be of a type approved by the Material Research Department. Any disagreement as to the supply of safety footwear shall be referred to the Superintendent for immediate resolution.

16.03 PROTECTIVE CLOTHING

Subject to discussion between the Company and the Union, the Company will lend for use on the job, protective clothing where reasonable need is shown.

16.04 SHOE ALLOWANCE

- (a) It is understood that where safety shoes are not required and an employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.
- (b) The following guidelines shall be considered in determining suitable footwear:
 - i) Footwear should be made of leather or other equally firm material.
 - ii) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
 - iii) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

ARTICLE 17 – DELETED 2015-2021 Collective Agreement

ARTICLE 18 - SAFETY REQUIREMENTS

18.01 WORKING PRACTICES

- (a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- (b) Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.
- (c) No employee shall undertake any work which they deem to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the applicable regulatory body.

18.02 SAFETY COMMITTEE

The Company and the Union agree to establish a Joint Safety Committee composed of one (1) MoveUP representative and one (1) Company representative which shall meet on a monthly basis at the location of the MoveUP representative.

18.03 VIDEO DISPLAY TERMINALS

(a) Policy

It is the Company's policy to provide and monitor a safe and well-designed work location for VDT users. Accordingly, standards for ergonomic and lighting factors have been developed and addressed in Policy # 24. All research on the subject and factors requiring attention will be monitored and assessed by the Director of Health Services and Corporate Safety Departments.

Pregnancy and User of VDT's

Scientific evidence indicates that the use of VDT's does not pose a potential health hazard to pregnant operators from ionizing or non-ionizing radiation or chemical emission. However, the Company is sensitive to the concerns of pregnant operators. This policy provides pregnant employees with some options relating to the use of VDT's until more comprehensive studies have been completed.

(b) Procedures

Health-related Factors

Health-related problems attributed to the use of VDT's will be monitored by the Director of Health Services.

- i) Employees should bring any health-related concerns to the attention of their supervisors.

- ii) The supervisor will report these matters to the Director of Health Services via the appropriate personnel manager.
- iii) The Employer shall ensure that all equipment:
 - 1) have adjustable keyboards and screens
 - 2) meet radiation emission standard; established by the Ministry of Labour;
 - 3) ensure that the lighting and the standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.
- iv) Options Available to Pregnant Operators of VDT's.

The VDT operator, during the term of pregnancy, may elect one of the following options:

- 1) continue to work on the VDT;
- 2) refrain from working on the VDT and be provided with alternative employment on a temporary transfer basis; this would be at the Company's discretion and subject to the availability of suitable alternative work which the employee can perform; the rate of pay shall be determined in accordance with Article 7.06(a) of the collective agreement;
- 3) take a leave of absence without pay until commencement of maternity leave and, if appropriate, without loss of seniority provided the employee continues to pay union dues.

A written request for transfer or leave of absence accompanied by a doctor's certificate confirming pregnancy must be submitted to the supervisor as soon as possible. The supervisor will discuss the possibility of suitable alternative work with the appropriate personnel manager.

ARTICLE 19 - DISCIPLINE, DISCHARGE AND TERMINATION

19.01 JUST CAUSE

The Company shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Company.

19.02 PROCEDURAL REQUIREMENTS

(a) Discipline

Discipline must be applied uniformly, and disciplinary action taken by the Company must be appropriate.

(b) Time Limits For Applying Discipline

The discipline, discharge or termination of any Employee must be done by the Company within ten (10) working days of the date the investigation is concluded.

(c) Union Representation

When the Company, or any person acting on behalf of the Company, interacts in any manner with any Employee with respect to the discipline, discharge or termination of an employee, at least one (1) Union representative must at all times be present.

(d) Preliminary Hearing

Before disciplining, discharging or terminating any Employee, the Company must first convene a preliminary hearing to provide a forum for a full review of the evidence of the case. For this purpose, the Parties specifically agree to provide each other with full disclosure of all relevant written evidence. The Company shall advise the Union and the Employee(s) concerned in writing in advance of the date, time and location of such hearing and the allegations in full being raised by the Company. At such hearing, the Union and each Employee shall have the representational rights described in Article 19.02(c) above.

(e) Notice of Disciplinary Action

The Company shall advise an Employee in writing of any disciplinary action taken including, but not limited to, reprimand, suspension, discharge or termination and the reasons for such action at the time of taking any such action. The Company shall also promptly provide the Union with a copy of each such disciplinary notice.

(f) Substantive Rights

The procedural requirements set forth in this Article 19 shall be deemed to be substantive rights and shall be so construed and applied. For greater clarity and certainty and without limiting the generality of the foregoing, this means that failure by the Company to comply fully with these procedural requirements shall render the discipline, discharge or termination null and void.

19.03 NO ORAL WARNING OR REPRIMAND AS DISCIPLINE

An oral warning or reprimand shall not be deemed to be a disciplinary measure and shall not be reported in any employee's personnel file or otherwise referred to by the Company in any arbitration or other legal proceeding except for the purpose of showing the matter was brought to the employee's attention prior to discipline.

ARTICLE 20 - TRAINING

20.01 TRAINING ASSISTANCE

It is the Company's general intent to follow a policy of promotion from within. To this end the Company will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Company. This assistance may be in the form of financial aid or job rotation training, or education leave in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 FINANCIAL AID - TRAINING COURSES

- (a) Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Company will depend upon the circumstances involved.
- (b) In general, the Company will provide for three (3) categories of financial aid as follows:
 - i) Full cost of training borne by the Company;
 - ii) Three-quarters cost of training borne by the Company;
 - iii) Full cost of training borne by the individual, the Company advancing a loan without interest.
- (c) In any particular instance the line supervisor in consultation with the appropriate Personnel Manager will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.
- (d) **CASES WHERE FULL COST OF TRAINING IS BORNE BY THE COMPANY**

This type of assistance will be given only at the instigation of management and requires approval by the manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Company will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, the selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

(e) CASES WHERE THREE-QUARTERS (3/4) COST OF TRAINING IS BORNE BY THE COMPANY

- i) That Company will bear three-quarters (3/4) the cost of training in those cases where management agrees that additional training would be helpful to the individuals' present performance, or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Company's discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.
- ii) Application will be made through the appropriate Personnel Manager by the employee's supervisor and must be approved by them and the manager of the division.
- iii) The Company will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 75% of the original fee including prescribed textbooks and examination costs.

(f) CASES WHERE FULL COST OF TRAINING IS BORNE BY THE EMPLOYEE

The employee will bear the full cost of outside training where a course is related to the Company's business but not necessarily to the employee's normal career within the Company. Application for a loan will be made to the appropriate Personnel Manager, and approved by the manager of the division.

(g) LOANS AND DEDUCTIONS

In all cases where a loan is required, the employee is to provide the first \$25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

20.03 JOB ROTATION

- (a) Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.
- (b) It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Company.
- (c) Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.
- (d) The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this

training. However, employees are not obligated to accept invitations to take part in job rotation.

- (e) Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:
 - i) The purpose of the rotation program as it applies to the individual.
 - ii) The nature of the assignments involved. This will be done by either referring to the existing job description, or by preparing a list of duties if a new position is involved.
 - iii) The period of the assignment. This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when their progress will be discussed with them.
- (f) Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.
- (g) The Company salary administration policy provides no impediments to a rotation program:
 - i) An employee moving to a position which is at the same level or lower level than their regular position will retain their salary and continue to be treated in terms of salary progression on their regular job.
 - ii) An employee moving to a position which is at a level higher than their regular position will maintain their present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply.) Upon return of the applicant to their regular job, they will return to the salary they would have reached had they remained on their regular job.
- (h) Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.
 - i) The Personnel Manager, in liaison with Human Resource Planning and Development, will assist line organization in working out job rotation projects for training purposes.

ARTICLE 21 - PENSION PLAN

A pension plan will be implemented as outlined in the Letter of Understanding # 1.

The employee and the employer contributions shall be equal.

The employee and employer contributions shall be fixed at the following amounts:

April 1, 1993: 7.0 per cent of Plan Earnings

April 1, 2011: 9.0 per cent of Plan Earnings

of "plan earnings" as defined in Schedule "A" to Appendix "C". These contributions shall not be subject to change unless the Parties themselves agree to do so at the time contemplated by the paragraph immediately below:

The pension plan shall not be the subject of collective bargaining prior to April 1, 1994.

ARTICLE 22 - PERSONAL RIGHTS

22.01 NO PERSONAL HARASSMENT

(a) Prohibition Against Personal Harassment

The Company recognizes the right of all Employees to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

(b) Definition of Personal Harassment

i) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard is minimal.

Personal harassment includes, but is not limited to, any discrimination on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or related to conviction of a criminal or summary offense that is unrelated to employment or to the intended employment of that person.

ii) Sexual harassment, as defined in Article 22.01 (c) below, is also considered to be a form of personal harassment and will not be tolerated.

(c) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences.

Conduct of a sexual nature includes, but is not limited to:

- i) sexual or physical assault
- ii) propositions in exchange for workplace favours
- iii) unwelcome sexual touching
- iv) direct insult on the basis of gender
- v) relentless unwanted pursuit
- vi) other like behaviour

Whether or not conduct is seen as “unwelcome” will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

(d) Company Obligations

The Company must at all times act appropriately to preserve and promote a work environment which is free from personal harassment. Accordingly, the Company will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Company may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Company with respect to any Employee in the bargaining unit must be for “just cause”.

(e) Employee Obligations

All Employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Company up to and including discharge. Any such disciplinary or other action by the Company must be for “just cause”.

(f) Resolution of Personal Harassment Complaints/Grievances

Allegations of personal harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution by grievance and arbitration, if necessary, in accordance with Article 22.01 (g) below and all other applicable provisions of this Agreement.

(g) Harassment Complaint Resolution By Grievance/Arbitration

i) Initiating A Personal Harassment Grievance

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit Employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Stage II of the grievance procedure as described in Article 3 of this Agreement in which case the provisions of that Article shall apply except as expressly amended below.

ii) Time Limits For Raising Grievance

A grievance concerning personal harassment must be initiated within one hundred eighty (180) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, personal harassment is alleged with respect to any job selection, the matter must be grieved within twenty (20) working days of the date of receipt by an Employee of notice of their unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Company.

iii) Processing The Grievance At Stage II

A grievance concerning personal harassment shall be heard at Stage II by the President of the Company, or their delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

iv) Authority Of Arbitrator

An arbitrator hearing a grievance under this Article shall have the authority to

- uphold or dismiss the grievance; and/or

- return the issue to the Company to determine the appropriate disciplinary penalty within the bargaining unit; and

- retain jurisdiction to resolve any issues with respect to the imposition of any discipline involving any person in the bargaining unit.

Notwithstanding anything above, the arbitrator shall not have the jurisdiction or authority either to impose or increase the discipline arising out of a personal harassment case.

22.02 LEGISLATION

The Parties subscribe to the principles of the B.C. Human Rights Code insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

22.03 PERSONAL DUTIES NOT REQUIRED

The Parties agree that individuals in the workplace shall be treated with dignity and respect. Accordingly, the Company agrees that Employees shall not be required to perform for any other employee (including, but not limited to management personnel) work or duties of a personal nature.

ARTICLE 23 - MEMORANDA OF UNDERSTANDING - AGREEMENT

23.01 INCORPORATED DOCUMENTS

All appendices, letters of understanding, and memoranda of understanding shall be deemed to be included in and to form part of this Agreement as if set forth in full herein in writing and shall so apply.

23.02 TERMS

Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context of the Parties hereto so require.

23.03 CONTINUATION ARTICLE

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining, and until a new or revised Agreement is signed by the Parties.

23.04 NO STRIKE OR LOCKOUT

Both Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia.

23.05 RIGHT TO REFUSE TO CROSS PICKET LINES

All Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a lawful strike or lockout as defined in the Labour Relations Code of British Columbia, or any successor legislation, without being subject to any discipline or discharge. Employees who exercise their rights under this Article shall be considered to be on leave of absence without pay.

Signed on this _____ day of _____, 2017.

Cindy A. Lee
MoveUP Union Representative

W.E. (Butch) Carrey
Acting Director, Human Resources &
Administration

Monty Liang
MoveUP Bargaining Committee

Kevin Poulin
Manager, General Accounting

Michelle Dai
Assistant Accounting Manager

LETTER OF UNDERSTANDING # 4

SUMMER RELIEF EMPLOYEES

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Company and the Union do hereby expressly agree as follows:

- 1) It is agreed that summer relief employees shall be students hired by the Company to perform various bargaining unit duties, as assigned, between, and only between, the period May 1 until the Friday following Labour Day in any year to enable permanent employees to take vacations during this prime time. It is understood that vacations taken during this time period shall be subject to the conditions outlined in Article 14 of the Collective Agreement.
- 2) It is agreed that when vacation creates a vacancy within a department during the period between May 1 and the Friday following Labour Day in any year the Company shall only use summer relief employees, as defined in Paragraph 1 above, if the Company has first used temporary promotion within that department, then "company wide" within the bargaining unit, to fill the vacancy and any other vacancies arising due to such temporary promotion, unless an affected employee waives his or her right to such temporary promotion, in which case the next applicable candidate within the given department or elsewhere in the bargaining unit, in that order, shall be offered the temporary promotion. It is understood and agreed that all such temporary promotions shall be undertaken in accordance with the selection criteria prescribed by Article(s) 7.09(c) and 7.09(d) and shall be subject to compensation in accordance with Article 7.05 and all other applicable provisions of the Collective Agreement. It is further understood and agreed that an employee who is subject to temporary promotion pursuant to this Paragraph 2 must agree to work for the duration of the temporary promotion and not allow any previously scheduled vacation or leave of absence to interrupt such work, unless the Company agrees otherwise, or the employee must waive the right to such temporary promotion, in which case the next applicable candidate within the given department, or elsewhere within the bargaining unit, in that order, shall be offered the temporary promotion. Nothing in this Paragraph 2 shall require the Company to hire or use summer relief employees in any event.
- 3) It is agreed that all summer relief employees shall be paid for the duration of such employment at the Minimum Step of Job Group 3.
- 4) Per Article 2.04 (c)2 of the Collective Agreement, summer relief employees shall not be entitled to sick leave or participation in the Benefit Plans outlined in Article 10 or in the Pension Plan, or any payments-in-lieu.
- 5) Except as expressly provided otherwise by this Letter of Understanding, summer relief employees shall be subject to and covered by the Collective Agreement on the same basis as temporary employees.
- 6) This Letter of Understanding shall be deemed to be incorporated into the current Collective Agreement as if set forth in full therein in writing, and shall so apply.
- 7) This Letter of Understanding may be changed at any time by the written mutual agreement of the Parties.

Signed on this 14th day of September 1999.

Canadian Office & Professional Employees
Union Local 378

Southern Railway of British Columbia Ltd.

Per: Kelly Quinn
Union Representative

Per: W.E. (Butch) Carrey
Director Human Resources &
Administration

LETTER OF UNDERSTANDING #5

JOB SHARING

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

1) Definition of "Job Sharing"

"Job Sharing" means the division of all of the job functions of one (1) Full Time Regular position, as defined in Article 2.04(a) of the Collective Agreement, between two (2) Full Time Regular Employees, as defined in that same Article, each of whom works part time in a manner that provides full time coverage for the position. One of the Full Time Regular Employees must be the incumbent in the position and the other Full Time Regular Employee must enter the position by virtue of either a lateral transfer, as defined in Article 7.03(a)3 of the Collective Agreement, or a voluntary demotion, as defined in Article 7.03(a) of the Collective Agreement. No job sharing arrangement shall give rise to any promotion, as defined in Article 7.03(a)1 of the Collective Agreement.

2) Eligibility

All Full Time Regular Employees, as defined in Article 2.04(a) of the Collective Agreement, shall be eligible to participate in job sharing, as defined in Paragraph (1) above, within their local geographical areas, as defined in Article 5.01(a) of the Collective Agreement, subject to prior approval, in each case, by both the Employer and the Union. Persons with post-maternity job posting rights pursuant to Article 14.12 of the Collective Agreement shall also be eligible to participate in job sharing under this Letter of Understanding, providing that at the time they terminated employment with the Employer they were categorized as a Full Time Regular Employee.

3) Application of Collective Agreement

Except as expressly provided otherwise by this Letter of Understanding, the Collective Agreement shall apply fully with respect to any job sharing arrangement under this Letter of Understanding.

4) Applying For Job Sharing

Two (2) eligible Full Time Regular Employees shall make application for a job sharing arrangement by submitting a written proposal to the immediate supervisor or manager with responsibility for the position which such Employees wish to share. This written proposal must provide the following information:

- (a) job title, job group or salary, and permanent headquarters for the position to be shared;
- (b) which job functions will be shared and which job functions will be performed by only one (1) partner;
- (c) how the priorities for completion of assigned duties and tasks will be determined on a continuing basis and how these priorities will be

communicated between the partners to ensure timely completion of this work;

- (d) preferred work schedule of each partner and the preferred start date for the job sharing arrangement; and
- (e) such other information as may be required by either the Employer or the Union prior to approving the application for a job sharing arrangement.

A copy of each such application shall be given to both the Employer and the Union. For these purposes, a standard application form shall be adopted by mutual agreement between the Union and the Employer.

5) Computer Assisted Partner Search

The Employer shall provide free "bulletin board" space on its internal electronic communications network to Full Time Regular Employees who are interested in job sharing under this Letter of Understanding to help them find interested partners.

6) Selection Criteria

Applications for job sharing under this Letter of Understanding shall be subject to approval by the Employer in accordance with the job selection criteria contained in Article(s) 7.09(c) to (f), inclusive, of the Collective Agreement. Approval by the Union shall be given in each case if the Union concurs that the terms and conditions specified in this Letter of Understanding with respect to job sharing have been satisfied. Approval by either the Employer or the Union shall not be unreasonably withheld.

7) Change Of Status To Part Time Regular

Eligible Full Time Regular Employees who enter into a job sharing arrangement shall each have his or her employment category changed to Part Time Regular Employee and shall each thereafter be treated accordingly under the Collective Agreement for the duration of the job sharing arrangement.

8) Vacated Regular Position To Be Posted

The Full Time Regular position left vacant due to a job sharing arrangement under this Letter of Understanding must be posted and filled in accordance with the applicable provisions of section 7.09 of the Collective Agreement.

9) Change In Hours Of Work Of Each Partner

Once a job sharing arrangement has commenced under this Letter of Understanding, the hours of work of each of the partners shall only be changed by mutual agreement of both partners and the Employer, except as expressly provided otherwise by this Letter of Understanding.

10) Overtime

(a) When Job Sharing Partners Relieve Each Other

When one (1) of the partners in any job sharing arrangement under this Letter of Understanding is absent for any reason, the other partner may be required, upon the expiration of twenty-four (24) hours advance written notice of an increase in working hours, to relieve the absent Employee and shall be paid at straight time rates (1x) for the time thus worked until:

i) the relieving Employee has worked more than seven and one half (7 1/2) hours in any work day or more than thirty-seven and one half (37 1/2) hours in any work week in respect of a position which is subject to the standard daily and weekly hours of work under Articles 11 & 12 of the Collective Agreement.

(b) Other Circumstances

Except as expressly provided otherwise by Paragraph (10) (a) above, the hours of work per work day and per work week which are established for each partner in at the time of approval of a job sharing arrangement under this Letter of Understanding, or as subsequently changed pursuant to Paragraph (9) above, shall be deemed to be the scheduled daily and scheduled weekly hours of work for each such Employee for the purposes of determining entitlement to overtime in accordance with Article 12 and all other applicable provisions of the Collective Agreement.

11) Termination Of A Job Share Arrangement

(a) Notice

A job sharing arrangement under this Letter of Understanding may be terminated by the Employer or one (1) of the partners giving thirty (30) calendar days written notice to the other affected parties, with a copy provided to the Union, subject to the remaining provisions of this Paragraph (11).

(b) Terminated By Original Incumbent

The original incumbent in any position which is subject to job sharing under this Letter of Understanding shall only have the right to terminate the job sharing arrangement if such Employee secures another job with the Employer or otherwise terminates employment. In this event, the position shall be posted as a Full Time Regular position and filled accordingly pursuant to section 7.09 and all other applicable provisions of the Collective Agreement. If necessary, the partner who was not the original incumbent shall work on a full time basis in the position during such bulletining process, without change in employment status. If this Employee does not apply or is not the successful applicant for the position he or she shall be given the options listed under section 9.02 of the Collective Agreement.

(c) Termination By Partner Who Was Not The Original Incumbent

The partner who was not the original incumbent in any position which is subject to job sharing under this Letter of Understanding shall only have

the right to terminate the job sharing arrangement if such Employee secures another job with the Employer or otherwise terminates employment. In this event, the original incumbent shall have the option of retaining the position, in which case the position shall revert immediately to a Full Time Regular position and the original incumbent shall have his or her employment status changed back to that of Regular Employee, or accepting the options listed under Article 9 of the Collective Agreement, in which case the position shall be posted as a Full Time Regular position and filled accordingly pursuant to section 9.02 and all other applicable provisions of the Collective Agreement. If necessary, the original incumbent shall work on a full time basis in the position during such bulletining process, without change in employment status.

(d) Termination By Employer

i) In The Event Of Displacement Or Layoff

If a position which is subject to job sharing under this Letter of Understanding is affected by any displacement or layoff, as defined in Article 9 of the Collective Agreement, or becomes a legitimate bumping option for any eligible Employee acting pursuant to Article 9.02, for which purposes such position shall be deemed to be one (1) Full Time Regular position, the Employer shall terminate the job sharing arrangement. In this event, both partners in the job sharing arrangement shall be given the options listed in Article 9.02 of the Collective Agreement.

ii) In The Event Partner(s) Terminated For Alleged "Just Cause"

If either or both of the partners in any job sharing arrangement under this Letter of Understanding is or are terminated by the Employer for alleged "just cause", the Employer shall terminate the job sharing arrangement, in which case the provisions of Paragraph (11)(b) above shall apply if the partner thus being terminated is the original incumbent and the provisions of Paragraph (11)(c) above shall apply if the partner thus being terminated is not the original incumbent. If both partners are terminated at the same time by the Employer for alleged "just cause", the position shall be posted as a Full Time Regular position and filled accordingly pursuant to Article 7.09 and all other applicable provisions of the Collective Agreement.

iii) No Other Reasons For Termination By Employer

Except as expressly provided otherwise by Article(s) (11)(c)(i) and (11)(c)(ii) above, the Employer shall not have the right to terminate any job sharing arrangement under this Letter of Understanding.

12) Changing This Letter Of Understanding

This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

In addition to the above provisions, the following shall apply:

- (a) The Company may opt out of the arrangement within six (6) months by giving thirty (30) days notice to the Employees affected and the Employees will revert back to their former full-time positions.
- (b) No job share arrangement will be implemented unless the Parties mutually agree.
- (c) The implementation of a job share arrangement shall not cause any increased cost to the Company.
- (d) Any benefit coverage that is not applicable to any employee other than Regular Full Time Employees will not be made available to employees working a job share arrangement.

13) Incorporation Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Burnaby, B.C. this 24th Day of January 1995.

LETTER OF UNDERSTANDING #6

JOINT MEETINGS

In keeping with the Company's Open Door Policy, the Company agrees to meet, if requested by the Shop Steward, to discuss any matter not being processed under the grievance or arbitration procedure.

The Union agrees to meet with the Company if requested, to discuss Company concerns.

Signed this 7th day of October, 2004.

Per:
Kelly Quinn
For the Union

Per:
Butch Carrey
For the Company

LETTER OF UNDERSTANDING #7

JOB DESCRIPTIONS

The Company and the Union agree to form a joint committee mandated to correct and resolve all the job descriptions for all classifications covered by this Collective Agreement. The committee will meet after ratification and the committee will work to resolving the job descriptions by the end of the term of the Collective Agreement. The Company and the Union agree to a committee of two people.

Signed this 7th day of October, 2005.

Per:
Kelly Quinn
For the Union

Per:
Butch Carrey
For the Company

SUPPLEMENTARY INFORMATION

PAYROLL DEDUCTIONS

- 1) Pension contributions during absence on Workers' Compensation time-loss, weekly indemnity or sick leave are deducted from payments made by the Company. If the payments are insufficient to have deductions made, arrangements with Pay Department are possible to maintain contributions to the Plan.
- 2) Union dues deductions during absence on Workers' Compensation time-loss, weekly indemnity, long term disability or sick leave are maintained only while the employee receives regular payments through Pay Department of sick pay or supplements to Workers' Compensation or disability benefits. When payment ceases the employee should make personal arrangements to continue union dues.
- 3) Long Term Disability premiums are not payable for any period during which benefits are being received.

APPENDIX "A"

JOB TITLES

Business Development Representative

Design Technologist

Pricing Analyst

Accounting Clerk

Pay Distribution Clerk

Accounts Payable Clerk

Storekeeper

Revenue Journal Clerk

Accounts Receivable Clerk

General Clerk

POLICY # 12

POOL VEHICLES

- 1) The aims of this policy are to ensure:
 - the effective use of vehicles by all departments
 - as new a fleet of vehicles as possible
 - maximum utilization of the higher mileage vehicles
 - vehicles are maintained in a safe operating condition
- 2) Vehicles must not be signed out until immediately prior to their use. Keys shall not be removed from the Key Board until signed out. If it is necessary to reserve a car for a specific use during the day, approval is to be obtained from your department head, then a note placed on the hook with the keys specifying the time required.
- 3) OPERATOR'S RESPONSIBILITIES
 - (a) Vehicle is not to be returned with less than 1/4 tank of gas. Minor repairs (e.g. wipers, headlights, etc.) and emergency expenditures are the responsibility of the operator. Receipts for gas, oil, minor repairs, emergency costs, etc. are to be left on the Key Board.
 - (b) Car is to be locked and left in a clean condition after use.
 - (c) Report any required major repairs and/or safety hazards or safety concerns to W.E. Carrey, Human Resources Department.
 - (d) Check oil, water and tire pressure when refueling.
 - (e) Drive safely and courteously at all times.

POLICY # 23

USE OF PRIVATELY-OWNED VEHICLES

- 1) The use of privately-owned vehicles for company business should be approved only if no suitable company vehicle is available at the time required.
- 2) The conditions governing the use of a privately-owned vehicle on company use are:
 - (a) all costs of ownership, maintenance and operation of the vehicle, including the cost of insurance coverage to the extent required by law, are the sole responsibility of the owner.
 - (b) the vehicle is to be of suitable appearance and condition for the job.
 - (c) if used instead of company-owned transportation, reimbursement will be based on Company Policy.
 - (d) is used instead of public transportation, reimbursement will not exceed an amount equivalent to the fare by the appropriate public carrier.
- 3) Private vehicle insurance contracts (evidenced by a certificate) are written generally on the basis of non-business driving. Employees will ensure that their insurance contract is suitably endorsed or rated before a privately-owned vehicle is used on company business, and should therefore contact their insurance agent or ICBC prior to such use.
- 4) SRY will pay for repairs to a privately-owned vehicle damaged while on company business, provided the damage is reported appropriately, is not collectible from a third party and did not arise from action by the employee which would invalidate the vehicle's insurance coverage. The amount paid will be:
 - (a) the lesser of the cost of repairing the damage or the deductible portion of the insurance policy, up to a maximum of \$300; or
 - (b) with respect to glass, the lesser of the replacement costs or the deductible portion of the policy, up to a maximum of \$100.

/cm usw2009