

MEMORANDUM OF AGREEMENT

BETWEEN:

BC Transit

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from April 1, 2019 to March 31, 2022, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from (effective date of predecessor Collective Agreement) to (expiry date of predecessor Collective Agreement) shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect and shall be fully retroactive to and including:
 - (a) Housekeeping Items;
Coverage, Duration and Effect;

Preamble;

Definitions;

Article 1.01- Recognition Clauses;

Article 1.02- Recognition Clauses;

Article 1.05- Full time Officers or Representatives of the Union;

Article 1.06- Assignment of Work & Contracting Out;

Article 1.07- Employee Definitions;

Article 2.01- Union Security and Deduction of Dues;

Article 2.04 – Labour Management Meetings

Article 2.06- Union Insignia;

Article 3.02- Union, Employer or Policy_Grievance;

Article 3.03- Employee Complaints and Grievances

Article 3.04- Grievance Procedure

Article 3.06- Grievance Procedure

Article 3.07- Expedited Arbitration

Article 4.01- Wage Scales

Article new- Partsperson Apprentice Wage Scales;

Article 4.02- Length of Service;

Article 4.04- Training Premium;

Article 4.06- Partsperson Red Seal Premium;

Article 5.02- New Job Classification

Article 5.03- Job Description and Evaluation Procedure;

Article 5.04- Job Evaluation Review Officer;

Article 5.05- Job Evaluation Review Procedure;

Article 5.07- Job Evaluation Appeal;

Article 5.09- Positions Excluded from the Bargaining Unit;

Article 6.01- Seniority;

Article 6.02- Seniority;

Article 6.05- Seniority;

Article 6.08- Seniority;

Article 7.01- New Employees;

Article 7.05- Temporary Employees;

Article 7.06- Demotions;

~~**Article 7.7- Eligibility for Job Competitions;**~~

Article 7.08- Job Competitions;

Article 7.09- Job Posting;

Article 7.10- Temporary Vacancies;

Article 7.11- Qualifying Period;

Article 7.12- Return to former Position;

Article 8.01- Layoff and Recall;

Article 8.02

Article 8.03- Severance Pay;

Article 8.06- Layoff and Recall;

Article 8.08- Automation and New Procedure;

Article 9.02- Union Representation;

Article 10.01- Work Day and Week;

11.02 c) Shift Work;

Article 11.01- Shift Work;

Article 11.04- Shift Premiums;

Article 11.05- Shift Sign-up Procedures;

Article 12.01- Overtime Payments;

Article 12.02- Overtime, Travel Time Payments and Meal Intermissions;

Article 12.05- Standby Duty and ~~Telephone~~Electronic Consultation;

Article 13.03- Annual Vacation Entitlements;

Article 13.04- Payment of Vacations;

Article 13.09- Relieving on Higher- Grouped Job;

Article 13.10- Proration of Annual Vacation Entitlement;

Article 13.15- Annual Vacation Sign-Up;

Article 13.16- Operations Services Clerks- Annual Vacation & Banked Statutory Holiday Sign-Up;

Article 14.01- Statutory Holidays;

Article 16.01- Clothing Allowances;

Article 16.03 – Safety Boots;

Article 17.01- Transportation and Moving Allowance;

Article 17.02- ~~Employees on~~ Travel Status;

~~Article 17.03- Travel Allowance;~~

~~Article 17.04- Hours of Work;~~

~~Article 17.05- Overtime on Travel Status;~~

Article 17.06- Travel Expenses;

Article 17.08- Child Care Expenses;

Article 18.03- Computer Terminals;

Article 18.04- Shut Down or Modified Work;

Article 19.01- Leave of Absence;

Article 19.03- Special Leave;

Article 19.05- Educational Leave;

Article 19.06- Maternity Leave;

Article 19.07- Parental Leave;

Article 19.10- Duties of the Employee and the Employer;

Article 19.13- Compassionate Care Leave;

Article 19.14- Gender Transition Leave;

Article 19.15- Domestic and Sexual Violence Leave;

Article 19.16- Military/Reservist/Emergency Responders Leave;

Article 19.17- Critical Illness or Injury Leave;

Article 19.xx- Leave Respecting Death of Child;

Article 19.xx- Leave Respecting Disappearance of Child;

Article 21.01- Medical Coverage and Extended Benefits;

Article 21.03- Dental Plan;

Article 21.04- Income Continuance;

Article 21.05-;

Article 21.07- Payment for Treatment Programs for Employee with Substance Use Disorders;

Article 21.08- Reimbursement for Medical Examination for Drivers Abstracts;

Article 21.09- Certified Vehicle Inspection Program;

Article 22.02- Eligibility for Transit Pass Upon Retirement;

Article 22.03- Eligibility for Transit Pass;

Article 23.01- Harassment Personal Rights;

Article 23.02- Discrimination Monitoring;

Article 23.05- Employee Indemnity;

Article 23.06- Legal Representation;

Article 23.07- Complaints Against Employees;

Article 24.01- Employee Personnel Files;

Article 24.02 - Performance Assessments

Appendix A - Job Groups

~~LOU 1- Work Leadership Responsibilities;~~

~~LOA 2- Complaints Against Employees;~~

~~LOU 3- Cooperative Educational Students;~~

~~LOA 7- Operations Services Clerks Annual Vacation & Banked Statutory Holiday Sign-Up;~~

~~LOA 8- Shift and Annual Vacation Signups for Shift Workers;~~

LOU 9- Relief Stockroom Clerk Shifts;

~~LOU 10- Job Evaluation Systems Review Committee;~~

~~LOU 11- Payment for Treatment Programs for Employees with Substance Use Disorders;~~

~~LOA 12- Travel Status on Day Off;~~

~~LOA 13- Cooperative Gains;~~

~~LOA 14- Anti Harassment Training;~~

~~LOU 15- Job Postings and Workload Committee;~~

~~LOU 16- Economic Stability Dividend;~~

~~LOU 17- Change to Annual Vacation Earning;~~

~~LOU 18- Article 17;~~

~~LOA 19- Retiree Benefits Committee;~~

~~LOA 20- Compensation Bargaining Comparability;~~

~~Addendum—Article 21;~~

New LOA- Union Observer;

New LOA- Stockroom Apprentice Training Program;

New LOU- Temporary Market Adjustment – IT positions;

New LOU- Modified Work Week- Regular Employees;

New LOU- Compressed Shift Schedule- Shift Workers;

New LOA- Spreadover Premium;

New LOU- Voluntary Shift Exchange;

New LOU- Job Share Agreement;

- (b) Retroactive adjustments for the above period(s) shall apply to:
- (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum; and
 - (ii) Employees whose employment with the Employer terminated between April 1, 2019 and the date of ratification of this Memorandum, inclusive
- (d) Where the retroactivity described above involves payment of money by the Employer, this shall be done as follows:
- (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum shall be paid by the Employer all retroactive monies to which they are entitled on a regular pay cheque as soon as the Employer is able to process the adjustments.
 - (ii) Employees whose employment with the Employer terminated between (day after expiry date of predecessor Collective Agreement) and the date of ratification of this Memorandum, inclusive, shall be sent written notice of their entitlement to retroactive pay pursuant to this Memorandum, which notice shall be sent by the Employer to the last known mailing address of each such person, and these persons shall each then have ninety (90) calendar days from the date of such mailing by the Employer to claim their retroactive pay entitlement

6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties.
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during negotiations for the successor Collective Agreement referred to in Paragraph(s) 2 and 3 above which are not hereafter specifically and expressly included as part of Appendix "A" shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Collective Agreement, save and except as expressly provided otherwise by Paragraph 10 below.
10. It is understood that the attachments hereto affixed as Appendix "A", and the successor Collective Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties agree that Mr. Vince Ready shall be empowered to resolve same first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code of British Columbia, in which case the Parties shall share equally the costs for Mr. Ready's services.
11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.
 - The Union agrees to withdraw on without prejudice and precedent basis MoveUP grievance #19-0338- Policy Grievance LOU #14
12. The Employer expressly agrees that no Employee in the bargaining unit shall be disciplined, discharged or in any manner penalized or prejudiced for any conduct or comment by the Employee in relation to the collective bargaining giving rise to this Memorandum or in connection with any related strike by the Union or any related lockout by the Employer. The Employer further expressly agrees that no legal action arising out of said collective bargaining process shall be either commenced or pursued by the Employer against the Union.
13. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within

sixty (60) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have 30 calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within ninety (90) calendar days of the date of completion of the ratification vote.

For the Union



Parm Sandhar
Union Representative
MoveUP

Date:
May 13, 2020



Sai Ruffolo
Executive Councilor
MoveUP

Date:
May 13, 2020



Glen Redden
Job Steward
MoveUP

Date:
May 13, 2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary
BC Transit

Date:
May 13, 2020



Melissa Zimmerman
Director, Human Resources Operation
BC Transit

Date:
May 13, 2020



Taylor Zerbin
Human Resources Business Consultant
BC Transit

Date:
May 13, 2020



Eric Nelson
Director, Supply Services
BC Transit

Date:
May 13, 2020



Denny Byrne
Director, Fleet Management
BC Transit

Date:

May 13, 2020

Article #	Title	Effective Date
19.06	Paid Maternity Leave Benefits	Monday, June 1, 2020
19.07	Paid Parental Leave Benefits	Monday, June 1, 2020
4.06	Partsperson Premium	Friday, January 1, 2021
16.01	Clothing Allowance Increase	Monday, June 1, 2020
11.04	Shift premium (\$1.70)	Monday, June 1, 2020
21.01 c	Increase Vision Care from \$600 to \$700	Friday, January 1, 2021
21.01 c	Increase Paramedical from \$500 to \$600	Friday, January 1, 2021
21.01 c	Add \$1600 for Psychologist coverage	Monday, June 1, 2020
21.03	Increase dental composite fillings to all teeth	Monday, June 1, 2020
21.03	Include coverage for periodontal bone and tissue grafting	Monday, June 1, 2020
17.06	Child Care expenses to \$100	Monday, June 1, 2020
16.03	Safety Boots Allowance to \$200 Union Proposal	Monday, June 1, 2020
New LOU	2% IT TMA	Date of ratification
Note:	Any June 1, 2020 effective dates will be as feasible	

HOUSEKEEPING ITEMS

THROUGHOUT

1. WORKSAFE BC

Correct spelling of "WorkSafe BC" to "**WorkSafeBC**" (one word) throughout collective agreement

2. Update the Union recognition clause in Article 1.01 to:

The Employer recognizes the Union as the sole bargaining authority for all employees its offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as "**MoveUP**", and within the classifications of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

3. GENDER NEUTRAL LANGUAGE

Update all provisions of collective agreement with gender-neutral language. Such language will include the employee, they and their.

4. UNION NAME

Update all provisions of the Collective Agreement from COPE Local 378 to the Union.

Update all provisions of the Collective Agreement from Canadian Office & Professional Employees' to Movement of United Professionals.

5. 20.07

Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.

~~The Human Resources Manager~~A member of the Human Resources Department will assist line organization in working out job rotation projects for training purposes.

6. Update Union Insignia in Article 2.06

c. The Union label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and the Union Label shall remain the sole property of the Union

7. Numbering Convention

When using numbers in the context of the collective agreement, numbers between one to ten will be spelled out and numbers over ten will be written as numbers (ie: 11).

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Nov 7, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Nov 7/19


Coverage, Duration and Effect

1. **Note: Duration of agreement to be determine with monetary**
2. **Notice to Bargain**
 - a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after the date four months prior to the expiry of the Collective Agreement.
 - b) Where no notice is given by either party by the date three months prior to the expiry of the Collective Agreement, both parties shall be deemed to have given notice, in accordance with the Labour Relations Code.
 - c) Where notice has been given pursuant to either a) or b), the parties shall commence collective bargaining within ten calendar days after the notice was given, or at some other time as may be mutually agreed.
 - d) Notwithstanding the above, this Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.
3. **Letters of Agreement**

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. **Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine.**
5. **Definition of Bargaining Unit**

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.
6. **All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in this Agreement.**
7. **For the purposes of this Agreement BC Transit Centre's are: Langford Transit Centre, Victoria Transit Centre, Commerce Circle Transit Centre, Gorge Transit Centre and any other property that the Employer adds as a Transit Centre.**


For the Union:


Parm Sandhar
Union Representative
Move Up Local 378

Date

Dec 3, 2019

For the Employer:


Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Dec 3/19



BC Transit Proposals
2019
Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 2	New	New Article	

PREAMBLE

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and Employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality service to customers, to maintain professional standards, to promote the well-being and increased efficiency of employees so that customers are effectively served.

E&OE

Signed off this May 13th day of 17th 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 3 Version 3.0	Definitions		

7. a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

E&OE

Signed off this

23

day of

January

2020

For the Union

For the Employer

6 May 2020

COVERAGE, DURATION AND EFFECT

1. The following provisions shall take effect and be binding upon the Employer and the Union for the period commencing April 1, 2019 and ending March 31, 2022, and agreement to continue in force after the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

The parties agree to exclude the operations of section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

For the Union:

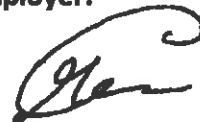


Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 4	Article 1.01	<i>Recognition Clauses</i>	
Version 3.0			

ARTICLE 1 - RECOGNITION CLAUSES

1.01

This Agreement shall apply to and be binding upon all employees of the Employer described in a Certificate issued to the Union on May 7th, 1999 and amended on November 21, 2001, and which includes employees in a unit composed of office employees employed by BC Transit in the Victoria Regional Transit System, except those excluded by the Code or by agreement. Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

During the life term of this Agreement the Union will not authorize any strike or walkout and the Corporation will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a picket line or a trade union.

E&OE
Signed off this Nov day of 7th 2019

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 4	Article 1.02	<i>Recognition Clauses</i>	
Version 3.0			

ARTICLE 1 - RECOGNITION CLAUSES

1.02

Neither the Union nor the Employer 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, creed ancestry, national place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person~~ national origin or ethnic origin, colour, citizenship, place of residence, age (as defined in the Human Rights Act), sex, sexual orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, criminal or summary offence unrelated to current employment, political or religious affiliation or beliefs, or membership or activity in any trade union.

E&OE
Signed off this Nov day of 7th 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 4	Article 1.05	<i>Recognition Clauses</i>	

ARTICLE 1 - RECOGNITION CLAUSES

1.05 Full-time Officers or Representatives of the Union

- a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.
- b) Leave of absence in accordance with the foregoing will also be granted for the term of office, for members appointed or elected to positions with the Union.
- c) For those filling elected positions in the Union Canadian Office & Professional Employees' Union, the leave of absence will be reviewed each term. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

E&OE
Signed off this Nov day of 7TH 2019

For the Union

For the Employer

1.06 Assignment of Work & Contracting Out

- a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties. **The employer will canvass bargaining unit employees available and capable of performing the work prior to filling the work with non-bargaining unit employees. ~~when bargaining unit employees, including casuals, capable of performing the work are not available have all been canvassed.~~**
- b) The Employer will not contract out work normally performed by bargaining unit employees, ~~if such contracting out will result in any termination or downgrading of an existing employee. Any contracting out will be subject to the provisions of Letter of Agreement # 6.~~
- c) **When the employer engages a temporary agency worker in a vacant position as identified under Appendix A "Job Groups", the Employer shall advise the union before the appointment is made.**
- d) **If the employer chooses to engage a temporary agency worker, the work performed in that role can be for up to six weeks in duration, or for the length of time that the employer is actively recruiting to fill the position.**
- e) ~~The Employer agrees to utilize contractors only for a maximum 4 week duration, the Employer will also agree to remit union dues on behalf of the contracted employee.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

March 10, 2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

March 10, 2020

1.07 Employee Definitions

a) **Full-Time Regular**

An employee hired to fill a full time regular position which is of a continuing nature. New employees will be considered probationary as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. ~~By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.~~

b) **Part-Time Regular**

Regular part time positions are part time positions of an on-going nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week, scheduled with two (2) consecutive days off. In addition, a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and Annual vacation entitlements shall be prorated on the basis of time worked. Statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate biweekly earnings as defined in Subsection ~~7.03(g)~~ 10.01 (f) paid on a biweekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

Schedules for part-time regular employees will be established by BC Transit and will be for a minimum period of two (2) weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ. A Supervisor may change an established schedule but must provide two (2) weeks' notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

c) **Full-Time Temporary**

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. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 ~~but not in the Pension Plan~~. Services of temporary staff employees may be terminated by giving or receiving ~~twenty-four hours'~~ three weeks' notice.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension

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

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 posted as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection ~~7.03(g)~~ 10.01 (f) paid on a biweekly basis in lieu of Reduced Work Week Leave.

e) Part-Time Temporary

An employee hired part-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 six months or other situations mutually agreed by the Parties.

Part-time temporary employees will work according to an assigned schedule but will not work more than 30 hours per week. Services of temporary staff employees may be terminated by giving or receiving one weeks' notice.

The employee will participate in Benefit Plans in accordance with Article 21, ~~but not in the Pension Plan.~~ Annual vacation entitlements and sick leave entitlements shall be prorated on the basis of time worked. Statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate biweekly earnings as defined in Subsection 10.01 (f) paid on a biweekly basis in lieu of Reduced Work Week Leave. Part-time temporary employees shall progress through salary steps on the basis of accumulated service.

g) Cooperative Educational Students

- 1. Cooperative Educational Student ("students") are defined as persons enrolled in a recognized Cooperative Education Program at a participating post-secondary educational institution.**
- 2. Students will be required to become and remain Union members for the duration of their work term. Students will not be entitled to sick leave and will not participate in the benefit plans outlined in the Collective Agreement or in the Pension Plan. Students will not accrue seniority during their terms of employment.**
- 3. Students will be hired for a period corresponding to the requirements of their academic program, but not exceeding eight continuous months, except by mutual agreement of the Parties. Each such period of continuous employment for each student shall be deemed to be one work term.**
- 4. Utilization of students shall not in any way adversely affect existing jobs or their incumbents covered by the Collective Agreement. No student will be employed, or**

will continue to be employed, if this would result in a layoff or failure to recall a qualified employee.

5. Students shall be supernumerary to the regular workforce.
6. Each student must work with a Full Time Regular employee who is a member of the Union when performing any bargaining unit work and such work shall be performed on a student/teacher basis, provided there is a member of the bargaining unit in the department whose expertise is in the same discipline.
7. Students will be paid at the minimum of Group 3, step 3 if they are working towards a diploma or Bachelor's degree and at the minimum of Group 5 step 3 if they are working towards a Master's degree, except as otherwise mutually agreed between the Parties.
8. Students will only be entitled to overtime when working with a mentor when the mentor's task requires overtime.
9. Students will be paid 16.92% of base rate bi-weekly in lieu of annual vacation, RWWL, and statutory holidays.
10. Students will be entitled to apply for posted jobs within the bargaining unit but they must complete their co-op term before they can accept employment in a non-co-op bargaining unit position.

h) Temporary Assignments

Employees will be considered on a temporary assignment when they have won a competition for a vacant position on a temporary basis. Temporary assignment may be within or outside of MoveUp, the employer agrees to abide by the provisions of article 6.08.


When an employee is on a temporary assignment they will be paid according to the job rate for the position. If the temporary assignment is a promotion, article 7.05 Temporary Promotions, will apply. If the temporary assignment is a demotion, article 7.06 Demotions, will apply.

During the temporary assignment the employee will receive the benefit and vacation entitlements that are of greater benefit to the employee.

For example, if a Full-Time Regular (FTR) employee moves into a Full-Time Temporary (FTT) vacancy, they will maintain their FTR employee status as well as benefit and vacation entitlements. If a Casual employee moves into a FTT vacancy they will receive FTT employee status as well as the benefit and vacation entitlements of an FTT employee.

At the end of a temporary assignment employees will return to their base position, benefits and vacation entitlements.

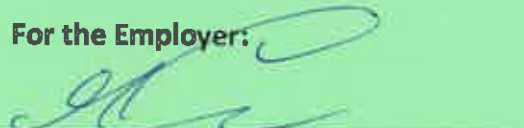
For the Union:


Parm Sandhar
Union Representative
Move Up Local 378

Date

March 10, 2020

For the Employer:


Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

March 10, 2020

1.07 Employee Definitions

d) Casuals

*First paragraph reserved for monetary (specifically change in casual percentage in lieu)

~~Casual employees should not have regular scheduled work unless it is to cover for another employees known absence.~~

~~Casual employees must submit their availability to their Supervisor upon starting employment. Availability must meet department requirements and include evenings and weekends. Employees can submit changes to their availability, up to a maximum of four times per calendar year, but must still meet the department requirements and include evenings and weekends. Exceptions may be made upon mutual agreement between the employee and their Supervisor.~~

~~If an employee refuses a shift that is within their provided availability more than three times within a calendar year, the employment agreement will be covered. Upon Manager's discretion, exceptions may be considered.~~

~~Casual employees who work more than 1565 regular, straight time hours in a calendar year will be converted to part-time regular status if there is project continuation of work for at least 6 months. All terms and conditions within the Collective Agreement that relates to part-time regular status will then be applicable.~~

The Employer shall not hire or use casual employees to avoid the continuance, creation or filling of positions for or by full-time regular employees, part-time regular employees, or full-time temporary employees, as the case may be.

The Employer will rely upon the review process conducted pursuant to Article ~~xxxx~~ to determine whether an employee may be eligible for conversion to Regular status. The Employer will assess the reasonable likelihood of the employee's position continuing at 975 hours or more on a recurring basis. _____

Casual employees who work more than ~~1565~~ 1170 regular, straight time hours in a calendar year and where the Employer assesses the reasonable likelihood of the employee's position continuing at 1170 hours or more on a recurring basis, the employee will be converted to part-time regular status, ~~as per article 21.01 (a)~~. All terms and conditions within the Collective Agreement that relates to part-time regular status will then be applicable.

Casual employees may opt out of conversion to part-time regular status, provided the employer and the union receive notification in writing when given the option. The casual employee's decision to opt out can be re-evaluated each calendar year where they have exceeded 1170 hours as outlined above.

Each January the employer will review the hours worked by all casual employees in the previous calendar year to determine if conversion to part-time regular status should take place as outlined above. The employer will provide the union with the data used during the analysis by January 31st in the review year.

(i) Definition

Casual employees may be employed to work full shift or part shifts on a continuous or intermittent basis in the following capacities:

- (1) Sickness relief
- (2) Vacation/RWWL/ Overtime bank relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment, for a period no longer than 3 months, unless, by mutual agreement
- (5) Paid holiday relief
- (6) Short-term project work for a period no longer than 3 months
- (7) Seasonal work
- ~~(8) Overtime where all regular employees have been canvassed~~

(ii) Work Week

The work week for casual employees shall be defined as Sunday to Saturday.

~~(iii) Letter of Appointment~~

- ~~(1) All casual employees shall receive a letter of appointment immediately following recruitment clearly stating their employment status their classification and wage level and worksite(s), and if the employee is seeking regular employment it shall be noted. This letter shall also include a mutually acceptable statement of the casual employee's days and shifts of availability for work of a casual nature, notation of any qualifications held by the employee, the mutually agreed on department or units in which the casual employee will work.~~

(iii) General Availability

Casual employees must submit their availability to their Supervisor upon starting employment. Availability must meet ~~department~~ the Employer's requirements and include evenings and weekends for shift workers. Employees can submit changes to their availability, up to a maximum of ~~twelve~~ ~~four~~ ~~four~~ times per calendar year aligning with shift sign-up, but must still meet the ~~department~~ Employer's requirements and include evenings and weekends for shift workers. Exceptions may be made upon mutual agreement between the employee and their Supervisor. Casual employees will be permitted to have up to two weekdays per week without availability. Casual Employees will be permitted to utilize same day shift trades where operational requirements allow.

In the event casual employees work in a department where there is a sign up, the casual employees will sign up shifts after all regular employees, and they will sign in order of seniority.

If an employee refuses a shift or fails to respond to the Employer's callout for shift that is within their provided availability more than ~~three~~ ~~six~~ ~~four~~ ~~six~~ times within a calendar year, the employment agreement will be severed. Upon Manager's discretion in consultation with the union, exceptions may be considered the Employer and Union job steward shall meet to discuss the bona fides of the refusal and the continued employment of the employee. Where there is no bona fide reason for the refusal of work the employment agreement will be severed.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work any area they are assigned to or moved during a shift unless they do not have the requisite skills or orientation to work in that area.

(iv) Procedure for Casual Call-In

The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall offer casual work as defined in (D) (i) to casual employees in order of seniority in an equitable manner, providing the casual employee:

- a. ~~is~~ is registered to work in the department where the work exists; and
- b. ~~H~~has the qualifications and capabilities to perform the work being relieved; and
- c. ~~H~~has been orientated to the department

(2) ~~Notwithstanding (1) above, where the Employer has received 48 hours or less notice of an available shift a vacancy creating relief work as per article (D) (i), the first shift of the vacancy and any remaining shifts in that block may filled as the Employer deems most efficient.~~

(3) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.

(4) Where the Employer is seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at the worksite and invite casuals to indicate their preference for the work available. The work assignments shall be made in accordance with seniority.

(v) Telephone Call-In

(1) A casual employee shall normally be contacted during the periods of 0445 0600 hours to ~~1345~~ hours and 1700 hours to ~~2000~~ hours, for the purpose of receiving work assignments.

- (2) To meet short notice requirements or emergency situations, employees may be contacted outside the above mentioned hours, but failure to contact shall not be considered as unavailability.
- (3) A casual employee shall not be disciplined for being unavailable for assignments when the unavailability arises from illness, union leave, medical appointments or special leaves under article 19.03
- (4) The Employer shall ~~call by telephone notify only these casual employees on the register~~ at a number provided by the employee. The Employer shall commence by ~~calling notifying the most senior~~ employee in the register who meets the criteria specified in (viii lli) (1).

~~The Employer shall permit the telephone to ring a minimum of eight (8) times.~~

- (5) All such calls ~~contacts~~ shall be recorded in a log book showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer. the telephone. In the event of a dispute within 21 calendar days of the shift the Union shall have reasonable access to the records log book and shall be entitled to make copies.
- (6) In the event that relief is requested with less than twenty-four (24) hours notice, the date and time of the notification shall be recorded in the log book.

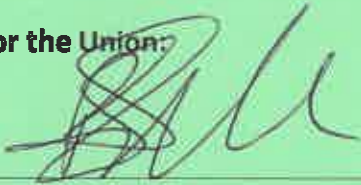
(vi) Alternative Process for Casual Call-In

The Employer may introduce a process for the assignment of casual work ~~which is alternative to telephone call-in set out in (iv) using available technology.~~ If the Employer elects to use such an alternative process it will advise the Union.

The alternative process may put the onus on the employee to respond to posted schedules or circulated offers of work within a set time period which will be specific to the alternative processes used. ~~By mutual agreement which shall not be unreasonably withheld the Employer and the Union will determine how the procedures set out in (iv) need to be modified for the alternative process. Reasonable provisions will be made for employees who do not have reliable access to the Internet or other technology.~~

- ~~(iii) An arbitrator shall have the authority to award monetary damages in response to a violation of Article(s); (viii), (ix) and (x).~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

March 10, 2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

March 10, 2020

6 May 2020

1.07 Employee Definitions

d) Casual

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid ~~21.5220.16%~~ 10.01 (f) of straight time base rate biweekly earnings as defined in Subsection ~~7.03(e)~~ 10.01 (f) paid on a biweekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

*Note: The rest of the section will be green sheeted March 10, 2020.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

1.07 Employee Definitions

f) Work Leadership Responsibilities

Work leadership responsibilities shall be as follows:

Not consistent with the contract

- 1) may perform duties largely similar to those whose work they direct;
- 2) may perform duties related to but at a higher level than the work of the subordinates whom they direct;
- 3) relieves the Supervisor of detailed supervision of routine aspects of the work by:
 - a. ensuring even work flow and consistency of effort;
 - b. allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
 - c. transmitting the Supervisor's instructions to other employees;
 - d. performing a quality control function in respect to subordinates;
 - e. warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
 - f. assists the Supervisor in his responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Oct 17, 2019

Date

October 17/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 5	Article 2	<i>Union Security and Deduction of Dues</i>	

ARTICLE 2 - UNION SECURITY AND DEDUCTION OF DUES

2.01 Union Membership

- a) All employees covered by this Agreement, shall, as a condition of employment, within fifteen (15) days of their employment by the Employer, become and remain members of the Union. The Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- b) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.
- c) The Employer will supply the Union, ~~quarterly on request but no more than twice a year~~, with a listing of Union COPE employees showing employee number, name, sex, job title, date of hire, date of termination, job group, step level, salary rate, salary effective date, division, department and work location, employment status (FTR, etc.), seniority, home address, home telephone number, and date of birth in the order requested.
- d) Both membership and dues deduction shall be retroactive to date of hire.
- e) The Employer will provide the Union monthly with a list of all Union COPE-employee hirings, transfers, promotions and terminations, job title and job group.

E&OE

Signed off this June day of 21 2019

For the Union

For the Employer

2.04 Labour Management Meetings

- a) The Parties agree to form a Joint Employer/Union Committee to be known as the Labour Management Committee, to provide a forum for information exchange and discussion between the Union and Management.
- b) The Committee shall be composed to a ~~maximum~~ minimum of four (4) members, two (2) Employer and two (2) Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.
- c) The Committee shall meet quarterly or more frequently as needed and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the members of the Committee.
- d) Employees appointed as Union Representatives to the Committee shall be paid at straight time rates for attendance at Labour Management Meetings.

2.06 Union Insignia

- a) A Union member shall have the right to wear or display the recognized Union Insignia (~~lapel pin~~) bearing the designation MoveUP ("COPE, Local 378").
- b) The Employer agrees that the Union shall have the right to display a Union representative card at the work location of each Union representative, subject to mutual agreement concerning size, location and design. Such cards shall remain the property of the Union.
- c) The Union label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and the Union Label shall remain the sole property of the Union.

E&OE

Signed off this June day of 24 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 5	Article 2	<i>Union Security and Deduction of Dues</i>	

ARTICLE 2 - UNION SECURITY AND DEDUCTION OF DUES

2.06 Union Insignia

2.06a-c: already green sheeted (June 21, 2019)

- D) BC Transit shall erect a flagpole on the property of each depot at a mutually agreeable location and the size of the flag will be the same dimensions as any other flag on display at each depot. The cost of the flag will be borne by the Union and the cost of the flagpole and its maintenance shall be borne by the Employer.

E&OE
Signed off this March day of 10 2020

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 6 Version 3.0	Article 3	<i>Grievance Procedure</i>	

ARTICLE 3 - GRIEVANCE PROCEDURE

3.02 Union or Employer or Policy Grievance

- a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Labour Relations Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working 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.
- b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage IV of Section 3.03 below.

E&OE
Signed off this Nov day of 7th 2019

For the Union 

For the Employer 

3.03 Employee Complaints and Grievances

The Parties intend that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

a) **Employee Complaints- Stage I**

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor with or without Union job steward (at the employee's choice) as soon as possible, but not later than twenty (20) working days from the date of the action or the date the employee was advised of the action which led to the complaint.

b) **Employee Grievances - ~~Stage I~~ Stage II**

An employee through a Union job steward of their choice or any other Union representative may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) the unresolved discussion of a complaint; or
- (ii) the date the employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved, with copies to the Union and the Employer's Labour Relations Department and it shall be discussed with the employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the employee or his Job Steward not later than five (5) working days from the date the grievance was discussed at Stage ~~I~~ II. A copy of the decision shall be given to the Union and to the Employer's Labour Relations Department.

Job Selection grievances shall be conducted in accordance with the provisions included in Stage ~~II~~ III below.

c) **Stage ~~II~~ III**

A grievance not settled at Stage ~~I~~ II may be referred in writing by the Union to the appropriate Management Representative, or his nominee, and Labour Relations within twenty (20) working days of the Employer's decision at Stage ~~I~~ II.

E&OE

Signed off this June day of 24 2019

For the Union



For the Employer



A job selection grievance shall be initiated in writing at Stage ~~II~~ III by an affected applicant or his Job Steward not more than twenty (20) ~~forty (40)~~ working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Human Resources official with a copy to the Union, to Labour Relations and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage ~~II~~ III grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage ~~II~~ III.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

d) ~~Stage III - Standing Committee~~

~~Standing Committee will be established with two (2) senior members from the Employer and two (2) senior members from the Union to discuss grievances prior to submission to arbitration. The Standing Committee will meet on the call of the party intending to proceed to arbitration. The Standing Committee will review the issue in dispute and the supporting evidence in an attempt to resolve the grievance.~~

~~Standing Committee will also meet on a quarterly basis to discuss all outstanding grievances. Any grievances that remain unresolved after the quarterly meeting may be submitted to arbitration.~~

e) **Stage IV - Arbitration**

- (i) 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.
- (ii) Should the Parties fail to reach agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Labour Relations Board.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his judgment, and his decision shall be final and binding on the Parties and upon the employee(s) affected.

E&OE

Signed off this June day of 21 2019

For the Union



For the Employer



- (iii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iv) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (v) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
 - a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
 - b) make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.
 - c) Name Arbitrator

3.04

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a single arbitrator will be selected through the process outlined in Article 3.03 (e) (i). The arbitrator shall:

- (i) Investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I II.

E&OE

Signed off this June day of 21 2019

For the Union



For the Employer



3.06

The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section ~~3.02~~ 3.03. By mutual agreement of the Employer and the Union any other grievance may begin at Stage ~~II~~ III.

3.07 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.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. A single arbitrator will be selected through the process outlined in Article 3.03 (e) ~~(i). The expedited arbitrators, who shall act as sole arbitrators, shall be Mark Brown, Julie Nichols, Elaine Doyle and David McPhillips.~~
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03 (e) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
 - a) A brief of pertinent documents will be jointly presented to the arbitrator.
 - b) To the extent that authorities are permitted, they shall be presented in a joint brief.

E&OE

Signed off this

June

day of

21

2019

For the Union



For the Employer



- c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
 9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator.
 10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
 11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 12. The Parties shall share equally the fees and expenses of the arbitrator.
 13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

3.08 Disclosure of Information

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

E&OE

Signed off this

June

day of

21

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19

For the Union



For the Employer



4.01 Salary Scales

Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

~~Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.~~

Biweekly rates are computed on the basis of forty-six percent (46%) of monthly rates.

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

Monthly Salary Scales

Effective April 1, 2015

Group	Minimum	Step-1	Step-2	Step-3	Step-4	Step-5
1	2,262	2,366	2,443	2,516	2,616	2,719
2	2,471	2,588	2,665	2,747	2,859	2,971
3	2,698	2,816	2,910	3,003	3,120	3,237
4	2,945	3,079	3,174	3,277	3,406	3,536
5	3,212	3,357	3,470	3,573	3,712	3,861
6	3,511	3,664	3,786	3,900	4,057	4,214
7	3,832	4,001	4,128	4,259	4,426	4,598
8	4,183	4,367	4,505	4,642	4,832	5,023
9	4,558	4,763	4,917	5,071	5,272	5,481
10	4,981	5,202	5,370	5,534	5,750	5,979
11	5,434	5,678	5,861	6,042	6,283	6,532
12	5,934	6,202	6,401	6,593	6,855	7,126

Bi-Weekly Salary Scales

Effective April 1, 2015

Group	Minimum	Step-1	Step-2	Step-3	Step-4	Step-5
-------	---------	--------	--------	--------	--------	--------

1	1,041	1,088	1,124	1,157	1,203	1,251
2	1,137	1,190	1,226	1,264	1,315	1,367
3	1,241	1,295	1,338	1,381	1,435	1,489
4	1,355	1,416	1,460	1,507	1,566	1,626
5	1,477	1,544	1,596	1,644	1,707	1,776
6	1,615	1,685	1,742	1,794	1,866	1,938
7	1,763	1,840	1,899	1,959	2,036	2,115
8	1,924	2,009	2,072	2,135	2,222	2,310
9	2,097	2,191	2,261	2,333	2,425	2,521
10	2,291	2,392	2,470	2,545	2,645	2,750
11	2,499	2,612	2,696	2,779	2,890	3,004
12	2,729	2,853	2,944	3,033	3,153	3,277

Annual Pay Scales for:

2016

2017

2018

2019

Will be produced after the ESD is determined each year in February. The scales will then be produced again to include the April 1* increase each year.

Economic Stability Mandate General Wage Increase (Fiscal Envelope)

<u>Year</u>	<u>February 1</u>	<u>April 1</u>
<u>2015</u>		<u>1.0%</u>
<u>2016</u>	<u>ESD*</u>	<u>0.5%</u>
<u>2017</u>	<u>1% + ESD*</u>	<u>0.5%</u>
<u>2018</u>	<u>1% + ESD*</u>	<u>0.5%</u>
<u>2019</u>	<u>1% + ESD*</u>	

***ESD – Economic Stability Dividend is described in detail in the Letter of Agreement of the same title.**

**Monthly Salary Scales
Effective April 1, 2019**

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
2	\$2,688	\$2,813	\$2,898	\$2,987	\$3,109	\$3,229
4	\$3,202	\$3,348	\$3,452	\$3,564	\$3,703	\$3,845

6	\$3,819	\$3,984	\$4,118	\$4,242	\$4,410	\$4,583
7	\$4,167	\$4,351	\$4,490	\$4,631	\$4,813	\$5,001
8	\$4,549	\$4,750	\$4,899	\$5,048	\$5,256	\$5,462
9	\$4,958	\$5,180	\$5,348	\$5,514	\$5,733	\$5,963
10	\$5,416	\$5,657	\$5,838	\$6,018	\$6,253	\$6,503
11	\$5,909	\$6,176	\$6,373	\$6,570	\$6,833	\$7,103
12	\$6,454	\$6,745	\$6,960	\$7,171	\$7,455	\$7,750

Bi-Weekly Salary Scales
Effective April 1, 2019

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$1,132	\$1,183	\$1,222	\$1,259	\$1,309	\$1,360
2	\$1,236	\$1,294	\$1,333	\$1,374	\$1,430	\$1,485
3	\$1,350	\$1,409	\$1,456	\$1,502	\$1,561	\$1,620
4	\$1,473	\$1,540	\$1,588	\$1,639	\$1,703	\$1,769
5	\$1,606	\$1,680	\$1,736	\$1,788	\$1,857	\$1,932
6	\$1,757	\$1,833	\$1,894	\$1,951	\$2,029	\$2,108
7	\$1,917	\$2,001	\$2,065	\$2,130	\$2,214	\$2,300
8	\$2,093	\$2,185	\$2,254	\$2,322	\$2,418	\$2,513
9	\$2,281	\$2,383	\$2,460	\$2,536	\$2,637	\$2,743
10	\$2,491	\$2,602	\$2,685	\$2,768	\$2,876	\$2,991
11	\$2,718	\$2,841	\$2,932	\$3,022	\$3,143	\$3,267
12	\$2,969	\$3,103	\$3,202	\$3,299	\$3,429	\$3,565

Monthly Salary Scales
Effective April 1, 2020

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$2,509	\$2,623	\$2,709	\$2,791	\$2,903	\$3,016
2	\$2,742	\$2,869	\$2,956	\$3,047	\$3,171	\$3,294
3	\$2,994	\$3,124	\$3,228	\$3,331	\$3,462	\$3,591
4	\$3,266	\$3,415	\$3,521	\$3,635	\$3,777	\$3,922
5	\$3,562	\$3,725	\$3,849	\$3,964	\$4,118	\$4,283
6	\$3,895	\$4,064	\$4,200	\$4,327	\$4,498	\$4,675
7	\$4,250	\$4,438	\$4,580	\$4,724	\$4,909	\$5,101
8	\$4,640	\$4,845	\$4,997	\$5,149	\$5,361	\$5,571
9	\$5,057	\$5,284	\$5,455	\$5,624	\$5,848	\$6,082
10	\$5,524	\$5,770	\$5,955	\$6,138	\$6,378	\$6,633
11	\$6,027	\$6,300	\$6,500	\$6,701	\$6,970	\$7,245
12	\$6,583	\$6,880	\$7,099	\$7,314	\$7,604	\$7,905

Bi-Weekly Salary Scales
Effective April 1, 2020

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$1,154	\$1,207	\$1,246	\$1,284	\$1,335	\$1,387
2	\$1,261	\$1,320	\$1,360	\$1,402	\$1,459	\$1,515
3	\$1,377	\$1,437	\$1,485	\$1,532	\$1,593	\$1,652
4	\$1,502	\$1,571	\$1,620	\$1,672	\$1,737	\$1,804
5	\$1,639	\$1,714	\$1,771	\$1,823	\$1,894	\$1,970
6	\$1,792	\$1,869	\$1,932	\$1,990	\$2,069	\$2,151
7	\$1,955	\$2,041	\$2,107	\$2,173	\$2,258	\$2,346
8	\$2,134	\$2,229	\$2,299	\$2,369	\$2,466	\$2,563
9	\$2,326	\$2,431	\$2,509	\$2,587	\$2,690	\$2,798
10	\$2,541	\$2,654	\$2,739	\$2,823	\$2,934	\$3,051
11	\$2,772	\$2,898	\$2,990	\$3,082	\$3,206	\$3,333
12	\$3,028	\$3,165	\$3,266	\$3,364	\$3,498	\$3,636

7 May 2020

Monthly Salary Scales
Effective April 1, 2021

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$2,559	\$2,675	\$2,763	\$2,847	\$2,961	\$3,076
2	\$2,797	\$2,926	\$3,015	\$3,108	\$3,234	\$3,360
3	\$3,054	\$3,186	\$3,293	\$3,398	\$3,531	\$3,663
4	\$3,331	\$3,483	\$3,591	\$3,708	\$3,853	\$4,000
5	\$3,633	\$3,800	\$3,926	\$4,043	\$4,200	\$4,369
6	\$3,973	\$4,145	\$4,284	\$4,414	\$4,588	\$4,769
7	\$4,335	\$4,527	\$4,672	\$4,818	\$5,007	\$5,203
8	\$4,733	\$4,942	\$5,097	\$5,252	\$5,468	\$5,682
9	\$5,158	\$5,390	\$5,564	\$5,736	\$5,965	\$6,204
10	\$5,634	\$5,885	\$6,074	\$6,261	\$6,506	\$6,766
11	\$6,148	\$6,426	\$6,630	\$6,835	\$7,109	\$7,390
12	\$6,715	\$7,018	\$7,241	\$7,460	\$7,756	\$8,063

Bi-Weekly Salary Scales
Effective April 1, 2021

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$1,177	\$1,231	\$1,271	\$1,310	\$1,362	\$1,415
2	\$1,287	\$1,346	\$1,387	\$1,430	\$1,488	\$1,546
3	\$1,405	\$1,466	\$1,515	\$1,563	\$1,624	\$1,685
4	\$1,532	\$1,602	\$1,652	\$1,706	\$1,772	\$1,840
5	\$1,671	\$1,748	\$1,806	\$1,860	\$1,932	\$2,010
6	\$1,828	\$1,907	\$1,971	\$2,030	\$2,110	\$2,194
7	\$1,994	\$2,082	\$2,149	\$2,216	\$2,303	\$2,393
8	\$2,177	\$2,273	\$2,345	\$2,416	\$2,515	\$2,614
9	\$2,373	\$2,479	\$2,559	\$2,639	\$2,744	\$2,854
10	\$2,592	\$2,707	\$2,794	\$2,880	\$2,993	\$3,112
11	\$2,828	\$2,956	\$3,050	\$3,144	\$3,270	\$3,399
12	\$3,089	\$3,228	\$3,331	\$3,432	\$3,568	\$3,709

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

7 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

7 May 2020

Date

7 May 2020

New - Partsperson Apprentice Wage Scale

April 1, 2019

Apprentice (4 Years)		Monthly Salary
75%	1st year	\$3,473
80%	2nd year	\$3,705
85%	3rd year	\$3,936
90%	4th year	\$4,168
Apprentice (3 years)		
75%	1st year	\$3,473
82%	2nd year	\$3,797
90%	3rd year	\$4,168
Apprentice (2 years)		
75%	1st year	\$3,473
90%	2nd year	\$4,168

April 1, 2020

Apprentice (4 Years)		Monthly Salary
75%	1st year	\$3,543
80%	2nd year	\$3,779
85%	3rd year	\$4,015
90%	4th year	\$4,252
Apprentice (3 years)		
75%	1st year	\$3,543
82%	2nd year	\$3,874
90%	3rd year	\$4,252
Apprentice (2 years)		
75%	1st year	\$3,543
90%	2nd year	\$4,252

7 May 2020

April 1, 2021

Apprentice (4 Years)		Monthly Salary
75%	1st year	\$3,614
80%	2nd year	\$3,854
85%	3rd year	\$4,095
90%	4th year	\$4,336
Apprentice (3 years)		
75%	1st year	\$3,614
82%	2nd year	\$3,951
90%	3rd year	\$4,336
Apprentice (2 years)		
75%	1st year	\$3,614
90%	2nd year	\$4,336

1.0 Application of Apprentice Wage Scale for Existing Warehouse Person Employees

In the event a current Warehouse Person employee is successful in the competition for a Partsperson Apprentice the employee's compensation will not be decreased to align with the apprentice wage scale. In this situation the employees wage will be frozen until they achieve the completion point in the apprentice program where they become eligible for an increase. Once they reach a point where they receive an increase they will continue to follow the apprentice wage scale.

For the Union:

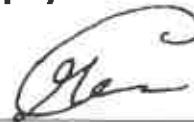


Parm Sandhar
Union Representative
Move Up Local 378

7 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

7 May 2020

Date

4.02 Length-of-Service Increases

- a) Salary advances within the ranges shall be automatic except in cases of inadequate performance. In these cases, increases may be withheld provided the employee receives at least one month's written notice of intent to withhold the increase, with a copy provided to the Union.
- b) Increases will not be granted to employees on probation. ~~When in the opinion of the Employer, the employee has fully restored his performance at some subsequent date, he shall regain his position within the salary scale on a non-retroactive basis.~~
- c) Employees on sick leave will be limited to one length-of-service increase. After returning to work the employee will be entitled to the next increase on the same date he would have been entitled to an increase had he not been absent for sickness.
- d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.02(f) below by combining his service prior to and following his leave of absence without pay.
- e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular employees will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New employees will have their length of service increase date for their entry job determined by their date of hire.
 - (iii) Any regular employees who receive a promotion will receive a salary adjustment in accordance with Section 7.04, and will have their length of service date adjusted to reflect their date of promotion.
- f) ****Note: Reserved for monetary**
- g) An employee who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his first length-of-service increase in his new job on the same date as he would have been entitled to receive a length-of-service increase had he remained in his former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he will progress on the dates applicable to his position on the new salary scale.

- h) Time worked continuously on different jobs having the same job group shall be cumulative.
- i) An employee whose job is reclassified to a higher salary group 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 Subsection 7.04 and will continue to receive his length-of-service increases on the new job on the same date as he would have received them had he been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Nov 7, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Nov 7/19

7 May 2020

4.04 Training Premium

In classroom training situations, or In on the job training situations as determined by the Employer, where an employee who does not have responsibility for conducting training as part of his defined job duties is assigned to conduct such training, he shall be paid a premium of five percent (5%) of his normal hourly rate for all time spent in instruction.

For the Union:

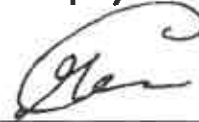


Parm Sandhar
Union Representative
Move Up Local 378

7 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

7 May 2020

Date

6 May 2020

4.06 Partsperson Red Seal Premium

When working in a Partsperson (formerly titled Stockroom Clerk) position, employees will receive an hourly premium if they have their ~~Partsperson~~ Red Seal certification as a ~~Partsperson~~. Eligible employees will be paid a wage premium of \$2 per hour in addition to their straight time wages. In order to be eligible for the premium employees must provide the employer with documentation of their current certification.

Red Seal Partspersons receiving the premium will be required to act as a mentor and on the job instructor should the Employer implement an Apprenticeship Program.

Employees who hold the Partsperson Red Seal Certification, but are not employed in a Partsperson role will not be eligible for the premium.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

5.02 New Job Classifications

BC Transit is the Initiator of new job descriptions and will complete the evaluation and send to the union for their records.

A) New Job Classification

- i. A new job is defined as a position with duties and responsibilities that differ from an existing job and has a distinct job title.
- ii. Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six (6) month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.

B) New Job Classification Review

- i) A Request for Classification review may be initiated by an employee in a new job after being in the role for a minimum of three months and to a maximum of six months
- ii) The evaluation would follow the Job Evaluation Procedure as outlined in Section 5.05.

a. Reclassification to a Higher Level

- i. If the new job is classified to a higher salary grade, the effective date of the increase will be retroactive to the date the employee started in the new job. Any salary increase will be processed in accordance to Article 7.04.

b. Reclassification to a Lower Level

- i. If the new job is classified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 7.03.

Priority of Job Evaluations

- ~~1. New job pending posting~~
- ~~2. Reclassifications in date order as received by Human Resources~~
- ~~3. Appeals~~

for the purpose of this section as:

- ~~a) A newly created job classification which has not previously existed, or~~

~~b) Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six (6) month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Dec 3/2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

December 3/19

5.03 Job Description and Evaluation Procedure

- a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix A. Appendix A will be updated and provided to the Union upon request.
- b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may appeal jobs and contact the Employer to discuss any problems or to obtain information related to jobs under review.
- c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
- d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done ~~sign~~ using the factor and level definitions outlined in the Plan.
- e) Job descriptions will be prepared by the Employer after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). ~~The affected employee or the representative group of affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initialing does not necessarily indicate agreement with the content or evaluation of the job description.~~
- f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03 (c).
- g) All job descriptions will be evaluated by the Employer and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officer. Job descriptions will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Union. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request.

- h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.
- i) *The union reserves this for monetary

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Jan 13/2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

JAN 23/20

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 8	Article 5	<i>Job Evaluation</i>	

5.04 Job Evaluation Review Officer

BQ

- a) The Parties agree that the Union will train and appoint ~~one~~ minimum of one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as the Job Evaluation Review Officer on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officer.
- a) The primary responsibility of the Job Evaluation Review Officer will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 5.07.
- c) The Union Job Evaluation Review Officer ~~may~~ will meet with the Employer to review material changes in duties and/or responsibilities in existing jobs which may have occurred.

E&OE
Signed off this Dec day of 4 2019

For the Union 

For the Employer 

5.05 Job Evaluation Review Procedure

a) ~~Step One~~

~~Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to the Employer outlining the changes which may warrant a review and the employee provides a copy to the Union office.~~

~~The Employer, the Union and the affected Employee will meet within thirty (30) days to discuss the changes and determine if there is a reasonable case for a job evaluation review based on the information provided.~~

b) ~~Step Two~~

~~Within sixty (60) days of meeting in Step One (a), a draft version of a revised or new job description will be provided to the employee(s) and Manager to vet and sign off.~~

~~Once the content of a new or revised description has been agreed to, the Employer will apply the Job Evaluation Plan to determine the paygroup and forward same to the Union, Employee and Manager.~~

~~The Parties may extend the time limits by mutual agreement.~~

c) ~~Step Three~~

~~Any issues that the parties are unable to resolve may be referred to the job evaluation appeal process in Article 5.07.~~

5.05 Job Evaluation Review Procedure

A) Employee Requested Job Evaluation

- i. Job descriptions may be submitted for job evaluation no less than 18 months following the last evaluation unless there are material changes to the function and duties of the position can be demonstrated.
- ii. An employee who requests a review of their position shall initiate the review process, in consultation with their Union Representative Job Evaluation Review Officer, by submitting a Request for Classification Review form via email to the Joint Job Evaluation Committee.
 - a. Where more than one incumbent in the same area carries out the same tasks, one document and job description will be submitted for the group.
- iii. The employee and their Union Job Evaluation Review Officer Representative will be provided with a copy of their current job description to be updated using available technology to record changes using "track changes".

- iv. The employee and their supervisor must meet to discuss the employee's classification request and review the content of the proposed job description, with a copy of the final job description provided to the affected employee with a draft copy of the job description provided to the affected employee.
 - a. If the employee and supervisor are not able to reach consensus about the scope of the job duties, the employee will request a meeting with their supervisor, Human Resources and their Union Representative Job Evaluation Review Officer.
- v. If the current supervisor of the position being evaluated is acting or temporary, the supervisor whose base position it is must be included in the evaluation request process. If that person is unavailable, the next level manager will be required to approve any decision made.
- vi. Within 20 working days after the employee submits the documents to the supervisor, the supervisor shall submit the form and the finalized job description to the Joint Job Evaluation Committee via email.
- vii. The Joint Job Evaluation Committee will be comprised of at least one Human Resources employee and one Union Job Evaluation Review Officer.
- viii. The Joint Job Evaluation Committee will jointly review the request and evaluate the job description with the Job Evaluation Rating Manual.
- ix. The committee shall inform the employee, the supervisor and the union of the results of the evaluation.

B) Employer Requested Job Evaluation

- i. A supervisor may initiate a request for an evaluation of a position. Where there is an incumbent in the position, the supervisor will update the job description using available technology to record changes and review the changes to the position with the employee.
- ii. A final draft copy of the job description will be submitted with a Request for Classification Review form to the Joint Job Evaluation Committee.
- iii. The Joint Job Evaluation Committee will jointly review the request and review the job description with the Job Evaluation Rating Manual.
- iv. The committee shall inform the employee, the supervisor and the union of the results of the classification.

C) Reclassification

- i) **Reclassification to a Higher Level**

- a. If the position is reclassified to a higher salary grade, the effective date of the increase will be retroactive to the date the Request for Classification Review form was received by the Joint Job Evaluation Committee. Any salary increase will be processed in accordance to Article 7.04.

ii) **Reclassification to a Lower Level**

- a. Where a job is reclassified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 7.03.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Dec 3/2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

December 3/19

5.07 Job Evaluation Appeal

~~Any disputes arising from the Job Evaluation Review Process will be referred to the Standing Arbitrator for final resolution within twenty (20) working days.~~

~~The parties will submit their evaluations in advance to the Standing Arbitrator. The Standing Arbitrator will identify the issues in dispute, and will conduct a hearing limited to those issues. The Arbitrator's decision will be final and binding on the Parties.~~

Appeal Process

- a) If an employee disagrees with the Joint Job Evaluation Committee's decision, the employee shall have the right to appeal to Human Resources ~~the Joint Job Evaluation Committee~~. The employee must file a classification appeal within 20 working days after receiving the written notification of the decision by completing the Appeal Form and submitting via email as outlined on the appeal form.
- b) An employee shall have the right to appear in person before a Human Resources member ~~the Joint Job Evaluation Committee and the panel~~ and the member may call any person(s) to provide relevant clarification in order to arrive at a just decision.
- c) The information contained in the Appeal form must *clarify existing information* submitted on the original request. The introduction of new information or changes to original information will not qualify for an appeal.
- d) Human Resources ~~The Joint Job Evaluation Committee~~ has 20 working days to evaluate the appeal and make a final recommendation.
- e) Grievance Procedure
 - I. In accordance with Article 5.06 Standing Arbitrator any disputes arising from the Job Evaluation Review Process will be referred to the Standing Arbitrator for final resolution within twenty (20) working days.
 - II. The parties will submit their evaluations in advance to the Standing Arbitrator. The Standing Arbitrator will identify the issues in dispute, and will conduct a hearing limited to those issues. The Arbitrator's decision will be final and binding on the Parties.
 - III. The arbitration hearing shall be of an expedited nature. It is agreed that formal participation at the arbitration hearings shall, except at the discretion of the arbitrator, be limited to one (1) representative and one (1) supporting witness from each party, excluding the legal representatives of each party, if any.
 - IV. The time limits referred to in this Article may be extended by mutual agreement, and such agreement will not be unreasonably denied.

For the Union:

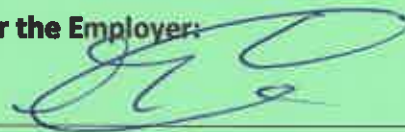


Parm Sandhar
Union Representative
Move Up Local 378

Date

Dec 5/2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Dec 5/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 8	Article 5	<i>Job Evaluation</i>	

ARTICLE 5 - JOB DESCRIPTIONS AND EVALUATIONS

5.09 Positions Excluded from the Bargaining Unit

Prior to implementation, the Employer agrees to advise the Union of newly created excluded jobs which are excluded from the bargaining unit, along with the rationale for exclusion.

The following will apply to resolve the issue of whether a new or reclassified job is included in, or excluded from, the Union's bargaining unit.

- ~~(a) This Agreement establishes a dispute resolution mechanism which shall be used by the Parties in lieu of Section 139 of the Labour Relations Code.~~
- (a) Where the Employer intends to create a new excluded position or intends to reclassify a position within the Union's Bargaining Unit to excluded, the Employer will give written notification thereof to the Union, together with a copy of the relevant position description(s) and organizational chart(s), if then available.
- (b) In addition to paragraph "J" of this Article Where the Employer provides the Union with a Manager role description and organization chart that outlines the role's direct reports, the parties agree that the role will be presumed excluded from the Bargaining Unit unless the Union can make a clear and compelling case for the inclusion of the position in the Bargaining Unit.

E&OE

Signed off this 10 day of March 2020

For the Union

For the Employer

- ~~(c) If the Union elects to challenge the proposed job classification as not being properly excluded from the Bargaining Unit, the Union will utilize the Grievance process as outlined in Article 3. It shall so notify the Employer in writing within 30 working days of the Union's receipt of the notification aforesaid from the Employer. Within a further five working days, a meeting will occur between the Employer, the Union and the business unit at which the Parties shall endeavor in good faith to reach an agreement. The Parties will ensure that their representatives at such meeting shall be knowledgeable of the relevant facts and circumstances.~~
- ~~(e) Where an agreement is reached between the Parties at the meeting described above, it shall be reduced to writing and signed by the Employer and the Union.~~
- ~~(f) Where the parties are unable to agree, the Union shall inform the Umpire by fax of the disputed position(s) within five working days of the informal meeting process.~~
- ~~(g) Upon notification of the challenge the Umpire shall schedule a hearing (the Hearing) with the Employer and the Union within seven working days. The location of the Hearing will be agreed upon by the parties. In appropriate circumstances, the Hearing may be conducted by telephone conference call.~~
- ~~(h) At least one working day prior to the Hearing, each party shall fax to the Umpire a summary of the issues in dispute and a proposal for their resolution. This submission cannot exceed three pages in length. If either the Employer or the Union fails to meet these requirements it will be deemed to have abandoned its position, and the dispute will be conclusively resolved in favour of the party in compliance.~~
- ~~(i) Subject to article 5.09 (h), the Employer and the Union may make oral submissions to the Umpire at the Hearing, but such submission shall be limited to 45 minutes, which may be extended by the Umpire in compelling circumstances.~~
- ~~(j) The Umpire shall have the power and authority to settle conclusively the dispute(s) and his decision(s) shall be binding on the Employer and the Union and are not subject to appeal or review by any court or adjudicative body.~~

E&OE

Signed off this

10

day of

March

20 20

For the Union



For the Employer



In reaching a decision the Umpire shall have regard to the following:

- a- the Union's certification;
- b- the Collective Agreement;
- c- the applicable provisions of the *Labour Relations Code* and the decisions of the Labour Relations Board pursuant thereto;
- d- applicable arbitral jurisprudence;
- e- the appropriate communities of interest, including the practices of the Parties, and the relationship between the core duties and qualifications of the disputed position and existing positions within the Bargaining Unit.

(k) The decisions of the Umpire may be rendered orally at the conclusion of the Hearing and, in any event, in writing within three working days of the Hearing. The written decision shall be limited to two pages.

(l) The Umpire will, however, have the sole authority to resolve disputes over the interpretation of this Agreement;

(m) The Umpire shall be David McPhillips, Wayne Moore, Julie Nichols and Jessica Gregory, on a sequentially rotating basis.

(n) Upon a decision by the Umpire or agreement by the parties, that an employee and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the employee involved will be granted seniority credit for the period of exclusion.

(o) An employee who transfers into a position covered by this agreement and whose current rate is higher than the maximum wage rate for their classification shall remain at that higher wage rate until such time as the maximum wage rate for their classification exceeds their wage rate.

(p) An employee who transfers into a position covered by this agreement whose current rate is within the wage scale rates for their classification shall be placed at the next step above their current rate of pay.

(q) Employees receiving benefits (other than wages) specified in the Agreement superior to those provided in the Agreement, shall remain at their superior benefit level which was in effect at the date of certification, until such time as such superior benefits are surpassed by the benefits provided in succeeding Agreements.

E&OE

Signed off this March day of 10 2020

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 9	Article 6.01	<i>Seniority</i>	

ARTICLE 6 – SENIORITY

6.01

All employees shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under Union (~~C.O.P.E.~~) jurisdiction. Employees as of April 1, 2010 who have continuous service with the Employer and its predecessor(s) shall maintain that seniority.

E&OE

Signed off this

 Oct 17, 2019
day of

October 17 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 9	Article 6.02	<i>Seniority</i>	

ARTICLE 6 – SENIORITY

6.02

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

- a) Full-time temporary and casual employees who obtain regular status shall be granted seniority from their Employer entered service date within the Union COPE jurisdiction based on all hours worked (excluding overtime).
- b) When two or more Full-Time Temporary employees are being considered for a vacancy posted pursuant to Section 7.09 of this Collective Agreement, Sub-Section 7.09(d) will apply to these employees and they will be considered to have seniority from their Employer entered service date within the Union COPE jurisdiction based on all hours worked (excluding overtime) for the sole purpose of filling these postings.

E&OE
Signed off this Oct 17, 2019 day of Oct 17 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 9	Article 6.05	<i>Seniority</i>	

ARTICLE 6 – SENIORITY

6.05

- a) Military leave of absence, leave of absence on Union (~~COPE~~) business or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.
- b) An employee granted a leave of absence for any reason other than those covered in (a) above will accumulate seniority during the duration of such absence provided they maintain their membership in the Union (~~COPE~~).

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 9	Article 6.08	<i>Seniority</i>	

ARTICLE 6 – SENIORITY

6.08

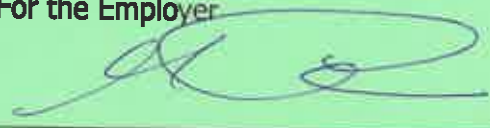
Regular employees who obtain temporary positions outside the Union (~~COPE~~) bargaining unit but within BC Transit shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their Union (~~COPE~~) membership and remit required union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required. Such temporary positions shall be limited to six months, except that the period may be extended by agreement of the Employer and the Union. Agreement will not be unreasonably withheld.

In the case of Part time regular employees, seniority will accrue on the basis of their regularly scheduled hours in their Union (~~COPE~~) bargaining unit positions.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 10	Article 7.01	<i>Employment, Transfer and Termination</i>	

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 489 hours actually worked excluding overtime. This period may be extended for up to an additional 489 hours actually worked (excluding overtime) by mutual agreement between the Employer and the Union. The Employer will advise the probationary employee and the Union of any performance deficiencies throughout the probationary period. Six weeks prior to the completion of the probation period, the Employer will meet with the employee to conduct an interim performance rating to discuss the employees progress and any of their concerns. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding, a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union



For the Employer



Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 10	Article 7.05	<i>Employment, Transfer and Termination</i>	

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

7.05 Temporary Promotion

- a) Should an employee be temporarily promoted to a higher level position in the bargaining unit he shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- b) Should an employee be temporarily promoted to a non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion is two (2) consecutive working days or longer. All temporary promotions must be presented to the employee in writing.
- c) If a temporary promotion is three (3) groups or less above the employee's current level his promotional increase will be determined by Subsection 7.04 above. If a temporary promotion is four (4) groups or more above his current level the Employer will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- d) A statutory holiday shall be considered a working day in determining a promotion.
- e) An employee temporarily promoted to a higher job group will receive the minimum for the position or 5%, whichever is greater. Under no circumstances will an employee receive greater than the maximum of the range.

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An employee who is eligible for a length of service increase in their base position during the term of the temporary assignment will be eligible for that length of

E&OE
Signed off this Nov day of 7th 2019

For the Union


For the Employer


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service increase outlined in Article 4.02. The 5% increase will be recalculated accordingly.

Upon returning to the base position, the employee will be paid at the step in the salary range that he would have received had he not taken the temporary assignment.

f) 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.

g) Acting Trainers-Employees

Acting Trainers-Employees shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase and benefit accrual (i.e. retiree benefits).

h) Any entitlement for a temporary salary increase under Article 7.05 (a) and (b) will not be paid for partial working days.

E&OE

Signed off this Nov day of 7th 2019

For the Union



For the Employer



6 May 2020

7.05

- i) **As Acting Safety and Training Officers do not perform the full scope of duties of the position they shall be placed one group lower on the salary scale. This will apply to all new Acting Safety and Training Officers as of the date of ratification.**

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 10	Article 7.06	<i>Employment, Transfer and Termination</i>	

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

7.06 Demotions

- a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that The Employer will not assign such work in a discriminatory manner.
- b)
 - (i) In cases where the demotion is directly caused by the employee, for example through choice, the employee will be paid at the appropriate pay group for the position they are transferring to.
 - (ii) In cases of inadequate performance the following shall apply:
If the employee has a year or more of service in the higher grouped job, upon demotion he will retain his rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the employee has less than one (1) year's service in the higher-grouped job, upon demotion his salary will be that which he would have attained had he moved directly to the lower-grouped job on the same date that he moved to the higher-grouped job.
 - (iii) Under special circumstances, including health cases, where an employee is being accommodated in a lower rated position, the employees wage rate will be red-circled. 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 his lower job grouping.
- c) Any employee whose position is reclassified to a lower pay level due to re-evaluation, re-organization or redundancy due to change in methods, will retain his salary on a blue-circle basis under the following conditions:

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer

- (i) Regular employees must accept retraining as provided by the Employer 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.
- (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) 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.
- (iii) Regular employees who refuse retraining under paragraph (i) above will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
- (iv) The Union will waive job postings to facilitate transfers of employees.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union



For the Employer





Bargaining Proposal

Union:	MoveUP Local 378
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Article	Title
7.07	Eligibility for Job Competitions
7.08	Job Competitions Rev 2

~~7.07 Eligibility for Job Competitions~~

~~All employees who have completed the probationary period outlined in 7.01 shall have the right to apply for all vacant positions.~~

7.08 Job Competitions

Preference in appointments to the Employer's job vacancies under Union (COPE) jurisdiction, shall be given to Union (Local 378-COPE) members present on the Employer's staff, who are eligible to apply for such vacancies in this order:

- a) Regular employees (including part time regulars).
- b) Any regular employee on layoff or recall
- c) Full-time temporary employees and casual employees ~~with one (1) year's accredited~~

Employees who have unresolved documented performance issues on file may be restricted from competing in job competitions at the employer's discretion.

~~BC Transit service in the two (2) years immediately preceding the job vacancy.~~

If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

E&OE

Signed off this March day of 10 2020

For the Union

For the Employer

7.09 Job Posting

a) All COPE Union job vacancies including additions to staff, shall be posted on ~~Employer bulletin boards electronically~~ for a minimum of ~~five (5) working~~ seven calendar days with the exception of the following:

1. Temporary vacancies involving vacation relief or a duration of less than three (3) months.
2. Expression of Interests that are communicated via email within a specific position, group or department.
3. Jobs at Group 3.
4. Any other jobs as mutually agreed by the Employer and the Union.


For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Oct 17, 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

October 17/19
Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 10	Article 7.09	<i>Employment, Transfer and Termination</i>	

7.10B
~~7.10-7.09~~

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

Temporary Vacancies

- a) Temporary vacancies in full-time regular positions of over three (3) months in duration will be posted in accordance with Section 7.09. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.09(d).

An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said employee shall have a vested right to return to his regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.

- b) Temporary vacancies in full-time regular positions involving vacation relief or a duration of less than three (3) months will be filled, subject to the requirements of the department, in accordance with Subsection 7.09(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting for any temporary vacancy less than three (3) months. Any temporary vacancy greater than three (3) months must be posted. Notwithstanding the above, BC Transit will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- d) Where a regular employee fills a temporary full time position that employee will have the right to return to their regular job.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer

Union:	MoveUP Local 378
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Article	Title
7.11	Qualifying Period
7.12	Return to Former Position

7.11 Qualifying Period

~~If a regular employee is promoted or transferred to a position, then that employee shall be considered a qualifying employee in their new position for a period of ninety (90) calendar days.~~

~~If a regular employee is promoted or transferred to a position either within or outside the bargaining unit, and is found to be unsatisfactory, the employee shall be returned to their previously held position or a similar position if available of equal value or have the right to exercise their rights under article ~~8.03~~ 8.0 (layoff and recall except the provisions of article 8.02), provided this request is made within 90 days.~~

~~If a regular employee is promoted to a position, either within or outside the certification, and finds the position to be unsatisfactory, the employee shall be returned to their previously held position.~~

E&OE

Signed off this Dec day of 4th 2019

For The Union

For The Employer


_____

7.12 Return to Former Position

Employees who are promoted or transferred to another position may request a return to their former position without loss in seniority, provided the request is made within 90 days of the transfer. They will then be placed in the first available vacancy in their former position, provided they remain qualified.

E&OE

Signed off this Dec day of 4th 2017

For The Union

For The Employer





Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 11	Article 8	<i>Layoff and Recall</i>	

ARTICLE 8 - LAYOFF AND RECALL

8.01

- a) If a reduction of regular employees is necessary due to a shortage of work or budgetary restraints, the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible, and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- b) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- c) The Employer will endeavour to place regular employees so affected in other vacant positions within the Victoria Regional Transit System for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed sixty (60) thirty (30) working calendar days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job is made available to an employee, the employee shall not have any bumping rights under this Article.

8.02

A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his bumping rights, in the Victoria Regional Transit System on the following basis:

E&OE
Signed off this March 10, 2020 day of Jan 28 2020

For the Union



For the Employer



8.03 Severance Pay

- c) ~~A regular employee who receives severance pay, if he is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.~~

If a regular employee who received severance pay is recalled from layoff, they may be required to refund a portion of their severance pay. If the amount of severance pay received by the employee exceeds the actual amount of time they were on layoff, they will be required to refund the difference in severance pay between the actual amount of time on layoff and total severance paid (excess). Employees will be required to payback excess severance at the rate of one week's severance pay for every two months of employment post recall until the excess severance is repaid in full.

For example (to be included in bargaining notes): If an employee received 12 weeks' severance pay and was recalled after eight weeks, they would be required to pay back four weeks of severance over eight months.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Nov 6, 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Nov 6/19
Date

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 11	Article 8 Revision 3	<i>Layoff and Recall</i>	

ARTICLE 8 - LAYOFF AND RECALL

8.06

- a) Laid-off regular employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also ~~have the right to apply~~ receive priority access to for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his availability at three (3) month intervals with the Human Resources Department.
- b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06 (b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will

E&OE
Signed off this Dec day of 4th 20 19

For the Union

For the Employer

clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.

- f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary group than that job from which he was laid off shall have his name removed from the recall list. An employee who fails to respond to a notice of recall and to report for work within the time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work. However, the employee shall have no right to return to the job for which the recall notice was issued.
- g) Employees on layoff will keep the Employer informed of their current address for recall. Should an employee change his address during the period of layoff, he will inform the Employer of such change by registered mail.

E&OE

Signed off this

Dec

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For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 11	Article 8.08	<i>Layoff and Recall</i>	

ARTICLE 8 - LAYOFF AND RECALL

8.08 Automation & New Procedure

- a) The Employer will provide the Union with not less than one hundred twenty (120) days' notice as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular employees.
- b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

(1) Training

- (i) For the operation of new equipment
- (ii) For qualifying for new jobs created by such changes.
- (iii) For other vacant positions within BC Transit for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(2) Placement

The Employer will attempt to place employees affected by the changes above, and for whom training under (i) or (ii) above is not possible, in other vacant positions with the Employer which the employee is capable of filling with training provided in (b) (iii) above.

(3) Bumping

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer

A regular employee affected by this Article and who cannot be trained or placed as provided for in (a) and/or (b) above, may bump in accordance with Section 8.02.

(4) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.06(c).

- a) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 12	Article 9.02	<i>Discipline and Dismissal</i>	

ARTICLE 9 - DISCIPLINE AND DISMISSAL

9.02 Union Representation

An employee who is subject to discipline, or dismissal, or investigation notwithstanding shall have the right to request the presence of a Union representative to act on his behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer

11 March 2020

10.01 Work Day and Week

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

a) **Work Day: any consecutive 7.5 hours of work, exclusive of lunch period, in a calendar day.**

b) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 1/2) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).

c) ~~of~~ RWWL days ~~will~~ may be scheduled to allow employees one (1) full day off in each of the sixteen (16) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01 (g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days will be front loaded at the beginning of each calendar year. Employees may group together 5 RWWL days to be scheduled at one time, however grouped RWWL days cannot coincide with booked AV weeks unless there is mutual agreement between the employee and their Manager. Single, scheduled RWWL days are allowed to coincide with booked AV weeks. During AV sign-up, article 13.15 remains intact, all employees will sign AV weeks first. Once all AV has been signed, RWWL days will be signed next, in order of seniority. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03. If there are more than four (4) RWWL days remaining to be scheduled as of September 30th the Manager will have the right to schedule those days prior to the end of the year. Any RWWL time that has not been used will automatically be paid out at the end of each calendar year. Under no circumstances can RWWL days be banked or held over for the following year.

d) Definitions

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

e) Standard and authorized variations will be as follows:

(i) Starting time - Standard 08:00

Authorized Variation 06:00 - 10:30

(ii) Lunch break - Standard - per current local practice Authorized Variation - one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

(iii) Work Week - Standard - Monday through Friday

Authorized Variation - Monday through Saturday by agreement of the Parties.

11 March 2020

10.01 Cont

(iv) **Application - Standard - To be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.**

Authorized Variation - May be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off *, however, any deferred days may be used for:

- a) **sick leave supplement,**
- b) **pay-off on termination,**
- c) **to cover for leaves of absence pursuant to Subsection 19.01(b) and Section 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.**

*** This requirement is not "Subject to Departmental Requirements".**

e) **Pre-scheduling 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.**

f) **RWWL will apply only to full-time regular employees. ~~Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period.~~**

~~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.~~

Employees who are hired within the calendar year will have their RWWL days prorated and front loaded accordingly. In the event where an Employee is terminated, resigns or takes an extended Leave Without Pay within the calendar year and the value of RWWL days taken exceeds the value of days earned, the shortfall will be recovered from the employee's last pay prior to leave.

An equivalent percentage payment of RWWL will apply to non-full-time regular employees in accordance with Section 1.07 of the Agreement.

g) **Employees on leave of absence without pay in excess of a three-month period will not earn their leave for the period they are away and their RWWL allotment will be reduced accordingly.**

Employees absent as a result of sickness or injury for a period in excess of 17 weeks will not earn their leave for the period they are absent in excess of 17 weeks and their RWWL allotment will be reduced accordingly.

11 March 2020

10.01 Cont

- h) In the event an employee uses more RWWL days than their entitlement and subsequently during the year books off on a protected leave and does not accrue any RWWL days, which results in a negative balance at year end. The employee will be allowed to deduct the negative balance from their next year's RWWL accrual or use any of their accumulated banks (AV and OT).

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

March 11/2020
Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

March 11/2020
Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 14	Article 11	<i>Shift Work and Non-Standard Hours</i>	

ARTICLE 11 - SHIFT WORK AND NON-STANDARD HOURS

11.01 Shift Work

Jobs which cannot be accommodated by authorized variation and which are required to be scheduled on a shift basis because of the requirements of the Employer's operation are listed below. This list is subject to change.

Existing positions may also be added to this list by mutual agreement between the Employer and the Union.

Shift Job List

- ~~Stockroom Clerk~~ Partsperson
- Customer Relations Agent
- Operations Services Clerk
- Farebox & Supplies Clerk
- Warehouse Person

E&OE

Signed off this

June

day of

26

20

19

For the Union

For the Employer

11.02

(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.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Jan 23/2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Jan 23 / 20

29 April 2020

11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined occurring between ~~08:00 to 16:30~~ 06:00 to 17:00.

Shift workers shall be paid a shift premium equal to ~~\$1.45~~ \$1.70 per hour for all hours of a specific shift that fall outside the day shift.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

29 April 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

29 April 2020

Date

11.05 Shift Sign-up Procedures

A majority of any group of shift workers may elect to have a sign-up on a length of service ~~in~~ **their current position basis** to establish choice of shifts and days off to a maximum of four {4} sign-ups per calendar year.

For the purpose of this section only, length of service will be defined as the length of continuous service during which the employee has been a regular employee within the group of shift workers that have elected to sign up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

- a) **Sign-up will occur no less than six weeks before the schedule start date of the sign-up.**
- ba) Employees who will be returning to work during the life of the ~~Sheet~~ sign-up will participate in the sign-up.
- cb) Each employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of one week prior to sign-up.
- de) If an employee is not present, cannot be contacted, doesn't leave a shift choice or refuses to participate at their sign-up time, the ~~COPE~~ **Union** representative will assign the employee to a shift that most closely resembles their current shift.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19



**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 15	Article 12	<i>Overtime, Call-Out, Standby and Telephone Consultation</i>	

ARTICLE 12 - OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION

12.01 Overtime Payments

The Employer will distribute overtime, wherever possible, ~~in order of seniority and~~ in an equitable manner to employees available and able to perform the work. First consideration shall be given to regular employees within the job category.

One and one-half (1 1/2) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 1/2) hours in a work day except that two (2) times an employee's base rate will be paid for:

- a) All hours in excess of eight and one-half (8 1/2) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- b) All hours in excess of seven and one-half (7 1/2) hours worked in a work day where an employee works overtime both before and after his scheduled shift on that day.
- c) All work on an employee's scheduled days off up to nine (9) hours two (2) times, from nine (9) hours to ten and one-half (10 1/2) hours two and one quarter (2 1/4) times, for ten and one-half (10 1/2) hours and thereafter three (3) times.
- d) All overtime worked between the hours of midnight and his normal starting time.
- e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of seventy-five (75) hours in a calendar year. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor up to the maximum of seventy-five

E&OE
Signed off this Nov day of 7TH 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 15	Article 12	<i>Overtime, Call-Out, Standby and Telephone Consultation</i>	

ARTICLE 12 - OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION

12.02 Overtime, Travel Time Payments and Meal Intermissions

B D

g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs, including any ^{reasonable} child care costs and for alternative transportation home under the following conditions:

1. Provided that normal means of transportation is not available.
2. Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his Supervisor during his scheduled shift that he will be required to continue working beyond his scheduled quitting time.

E&OE
Signed off this Nov day of 7th 20 19

For the Union

For the Employer

12.02 Overtime, Travel Time Payments and Meal Intermissions

- a) If an employee is scheduled to work prior to ~~his~~ **their** normal working hours and at ~~his~~ **their** normal work location, travelling time will not apply.
- b) If an employee is required to work overtime beyond ~~his~~ **their** normal working day at ~~his~~ **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 (See 12.06).
- d) Where an employee is required to work less than two (2) hours beyond ~~his~~ **their** regular shift, a one-half (1/2) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer ~~before or after the~~ **on a** regular day or shift;
 - (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer ~~on before or after~~ a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
 - iii) where an employee misses a paid meal period to which ~~he~~ **they is are** entitled ~~he~~ **they** shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
 - iv) meal allowances will be paid in accordance with BC Transit policy, ~~based~~ **on the following:**
 - Before shift — \$11.00
 - After shift — \$22.50
- e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 1/2 hours per day.
 - f)
 - (i) Employees working overtime are entitled to an eight (8) hour break after the overtime without loss of pay.

6 May 2020

- (ii) Employees are required to report to work if the eight (8) hour break after overtime expires before the midpoint of the shift.
 - (iii) The shift will be forgiven without loss of straight time pay if the eight (8) hour break expires after the midpoint of the shift.
 - (iv) Employees who are required by the Employer to return to work before the expiry of the eight (8) hour break will be paid at two (2) times their regular rate of straight time pay for all hours worked on that shift.
- (g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs, including any child care costs and for alternative transportation home under the following conditions:
- ~~(i)1.~~ Provided that normal means of transportation is not available.
 - ~~(ii)2.~~ Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - ~~(iii)3.~~ For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his Supervisor during his scheduled shift that he will be required to continue working beyond his scheduled quitting time.
- h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked.

For the Union:

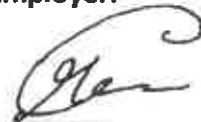


Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 15	Article 12	<i>Overtime, Call-Out, Standby and Telephone Consultation</i>	

ARTICLE 12 - OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION

12.05 Standby Duty and Telephone Electronic Consultation

a) Standby Duty (~~IT-Division, Planning Department, Safety, Security and Training Department~~)

An employee scheduled on standby, whether or not he carries an electronic communication device, will be paid two (2) hours at straight-time for the first twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight - time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, the standby duty will be voluntary.

No employee will be required to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

b) Telephone Electronic Consultation

Where an employee is consulted by a Supervisor or his delegate by telephone, electronic text messaging outside of his normal hours of work concerning a problem of work, an telephone electronic consultation premium will be paid as follows:

E&OE
Signed off this Nov day of 5 20 19

For the Union

For the Employer

- (i) Pay per ~~telephone~~ electronic consultation equivalent to one-half (1/2) hour or the length of the call consultation, whichever is greater, at overtime rates, for calls consultations prior to 23:00, and one (1) hour's pay at two (2) times for calls consultations between 23:00 and 07:00, except as indicated in (ii) below.
 - (ii) If a second or successive ~~telephone~~ electronic consultation takes place within one-half (1/2) hour of the end of a preceding call consultations, it will be construed as being part of the preceding call consultations and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
 - (iii) The ~~telephone~~ electronic consultation premium will not be paid when an employee is on standby duty.
- (iv) It is understood between the Parties that situations may arise where no employee is delegated to act on his Supervisor's behalf, and a serious and significant problem occurs that requires an employee (on duty) to consult another employee who is off duty by telephone in order to resolve the problem. Such situations will be reviewed by BC Transit on a case-by-case basis.

E&OE

Signed off this

Nov 4

day of

8

20 19

For the Union



For the Employer



13.03 Annual Vacation Entitlements

An employee shall ~~earn~~ **EARN** ~~his~~ **their** annual vacation entitlement for the calendar year. ~~He~~ **They** may ~~take~~ **TAKE** ~~his~~ **their** annual vacation anytime during that calendar year, however, should the employee leave ~~his~~ **their** employment from BC Transit during the calendar year, ~~he~~ **they** will repay any vacation taken but not earned on a pro-rated basis. Annual vacation entitlements will be credited for the year effective January 1, with pay as follows:

a) Employees who terminate prior to their first anniversary date will ~~be paid out for any vacation earned but not taken.~~ ~~receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.~~

b) Vacation Entitlements

In the calendar year of:

1 st *	-	7 th anniversary	-	three 3 weeks
8 th	-	15 th anniversary	-	four 4 weeks
16 th	-	22 nd anniversary	-	five 5 weeks
23 rd and later anniversary	-		-	six 6 weeks

*An employee shall not take a vacation in ~~his~~ **their** first anniversary year until ~~he~~ **they** ~~has~~ **have** completed ~~his~~ **their** probationary period.

Employees will be entitled to one ~~(1)~~ additional day of vacation for each year of service commencing in the ~~twenty-fifth~~ **25th** calendar year of service, until a total of ~~thirty-five~~ **(35)** vacation days has been reached.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19

13.04 Payment of Vacations

- a)
 - (i) Current vacation will be paid based upon the greater of either:
 - a) an employee's rate of pay at the time the vacation is taken or,
 - b) depending upon his vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (a) or percentage (b) calculations above.

This adjustment (A/V differential) will be paid to all affected employees in one payment at the end of the payroll year.

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.

- 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.~~

For the Union:



Parv Sandbar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

June 21, 2019
Date

June 21/19
Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 16	Article 13.09	<i>Vacations The Union would like to discuss the interpretation of this article.</i>	

ARTICLE 13 - VACATIONS

13.09 Relieving on Higher-Grouped Job

If an employee is relieving on a higher-grouped job at the time he goes on vacation, and his promotion involves salary adjustment, his annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. If an employee is required to postpone his 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 his annual vacation at some other less convenient time, he shall qualify for the higher rate for vacations as set out in the sentence immediately preceding.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union


For the Employer


6 May 2020

13.10 Proration of Annual Vacation Entitlement

- a) Annual vacation entitlement will not be reduced for absences due to sick leave, income continuance, or workers' compensation injury unless an employee ~~who is absent for a period exceeding one year, two (2) years is deemed totally disabled and does not return to work, except as provided below.~~

~~In the year an employee resumes employment after an absence due to sick leave, income continuance, or workers' compensation injury of more than two (2) years one (1) year, returns to active status, prorated vacation will resume.~~ The annual vacation in the year of return will be reduced by one twelfth (1/12) for each month of absences in the year of return.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

13.10 Proration of Annual Vacation Entitlement

- a) ****Note: Reserved for Monetary**

- b) Where an accumulation of absences other than **Union leave**, sick leave, income continuance, ~~workers-compensation~~ **WorkSafe BC**, maternity leave, parental leave and annual vacation 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. ~~Leaves included are unpaid leave of absence, court leave and public office leave.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Nov 7/2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Nov 7/19
Date

13.15 Annual Vacation Sign-Up

Vacation may be scheduled by mutual agreement for non-shift workers. If the parties are unable to come to agreement, the following vacation sign-up procedure shall apply. The following vacation sign up procedure shall apply to shift workers:

- a) Vacation sign-up occurs once a year and must be completed prior to October 31st each year unless specified otherwise in the Collective Agreement.
- b) Each employee must submit a completed intent form by October 1st listing the number of weeks of annual vacation the employee intends to take. This information will be used by management to determine the number of vacation spots to be allocated for each week of the sign-up.
- c) All regular employees will participate in the sign-up including those on a temporary transfer of absence. Each employee will be assigned a sign-up date and time for each round of the sign-up. These dates and times will be posted a minimum of one (1) week prior to sign-up.
- d) If an employee is not present, cannot be reached, hasn't left a choice slip or refuses to sign during their sign-up time, the COPE Union representative will sign vacation weeks for the employee similar to their current year's selection.
- e) Vacation weeks that become available after the annual vacation sign-up:
 - B** i) a) If a vacation week becomes available during the vacation year.
 - 1. ~~1~~ That week will be made available to employees in order of seniority, who did not have the opportunity to sign it during the annual vacation sign-up, and
 - 2 If a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority who did not have the opportunity to sign it during the vacation sign-up.
 - ii) This process will continue until no employee wishes to schedule the vacation week(s).

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Oct 17, 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

October 17/19
Date

NOTE - MOVED INTO THE AGREEMENT FROM LOA #7

13.16 Operations Services Clerks – Annual Vacation & Banked Statutory Holiday Sign-Up

The following procedures will govern the scheduling of annual vacations and banked statutory holidays for Full Time Regular and Part Time Regular Operations Services Clerks.

1. Operations Services Clerks (OSC'S) will sign for their vacation and then banked stats in October of the year prior to the one in which vacation/banked stats are to be taken.
2. OSC's will sign for annual vacation and banked stats in seniority order within the whole group, including both full time regular and part time regular employees.
3. There will only be one vacation/banked stat slot available for signing in any given week, with the following exception:
 - a) When there are more than 52 weeks of vacation/banked stat entitlement amongst the entire group, the Depot Supervisor will permit "doubling" of the allowable vacation slots in certain additional weeks in order to accommodate the excess weeks of entitlement.
 - b) The Depot Supervisor will designate those doubling weeks prior to the commencement of the vacation/banked stat sign up.
 - c) During the doubling weeks, two slots will be available for signing, except that no more than one part time regular employee may sign for vacation/banked stats during the same week.
 - d) To facilitate the doubling of vacation/banked stat weeks there may be training required to enable part time regular employees to perform specialized job duties on a relief basis. Once a part time regular employee has been provided such training, it will be his responsibility to maintain the specialized knowledge in order to perform the duties whenever the requirement arises.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Dec 3, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Dec 3/19

14.01

The following are acknowledged as statutory holidays:

- | | |
|----------------|-----------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | Family Day (February) |

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

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Jan 20, 2020	Time:
UP# 57	Article 16	<i>Clothing Allowances</i>	

ARTICLE 16 - CLOTHING ALLOWANCES

16.01

The Employer will provide uniforms and other items of clothing, as specified, to employees engaged in the occupations listed below. Where rainwear is specified, cold weather clothing shall be substituted on proof of need.

a) Operations Services Clerks; Farebox & Supplies Clerk (Handling Fareboxes)

- ◆ Upon hire reimbursement up to ~~\$65.00~~ \$95.00 (including taxes) for trousers, and thereafter replacement upon proof of need.
- ◆ Rainwear on proof of need.

b) Farebox Receipts Attendant

- ◆ The Employer will continue the current practice of providing and cleaning smocks.

c) Training & Safety Officers

- ◆ Upon hire one (1) outerwear jacket, two (2) trousers, one (1) fleece jacket, three (3) shirts, (3) golf shirts (through company supplies), and thereafter replacement on proof of need.

16.02

Employees who are issued uniforms shall receive the same cleaning allowance that is paid to the transit operators.

E&OE

Signed off this 6th day of May 2020

For the Union

For the Employer

16.03 Safety Shoes

Employees who are required to wear safety toed footwear in designated areas will receive a shoe allowance up to a maximum of ~~\$125.00~~ \$200.00 for one pair per year or ~~\$250.00~~ \$400.00 per two year period, with replacement being on proof of need. The footwear purchased must be CSA approved and suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

16.04

The Employer will provide protective clothing where reasonably required.

16.05

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.

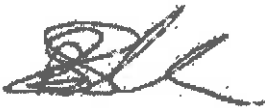
The following guidelines shall be considered in determining suitable footwear:

- a) Footwear should be made of leather or other equally firm material.
- b) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- c) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

E&OE

Signed off this 6th day of May 2020

For the Union



For the Employer



17.01

- a) Where an employee uses his **their** personal vehicle on the Employer's business, with the approval of the Employer, ~~he~~ **they** shall receive reimbursement for mileage in accordance with BC Transit policy, or ~~50~~ **55** cents per kilometre, whichever is greater, for all distance travelled on Employer business. **An employee's personal vehicle should only be used when pre-approved by the supervisor as the most economical or logical method of travel under the circumstances.**

B 17.02
May 11, 2020

- a) *B*
May 11, 2020 Where an employee uses his their personal vehicle on the Employer's business, with the approval of the Employer, ~~he~~ they shall receive reimbursement for mileage in accordance with BC Transit policy, or ~~50 cents~~ 55 cents per kilometre, whichever is greater, for all distance travelled on Employer business.

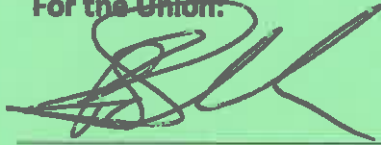
b) B
May 11, 2020 ~~Employees are encouraged to travel using Employer fleet cars within the Victoria Regional Transit system. When required employees can claim tax or mileage when between the Greater Victoria Transit centres. When travelling between the Greater Victoria Transit Centres, a BC Transit pool car, where available, should be the first choice and users must adhere to BC Transit's Pool Fleet Vehicles Policy. When required, employees can claim tax or mileage when between the Greater Victoria Transit Centres. This travel must be pre-approved by a Director, Executive member or designate and coded to the appropriate business unit and account.~~

- c) The employee is responsible for properly Insuring his vehicle for business usage where required by the Insurance Corporation of BC. Any additional cost of insurance incurred by an employee, beyond the cost of Insuring his vehicle for "to and from work", will be reimbursed by the Employer on proof of expense, and provided the Employer requires the employee to use his own vehicle. Any employee involved in an at-fault collision while using their personal vehicle or rental vehicle on employer business shall receive reimbursement from the employer for the deductible paid as a result of such accident, up to a maximum of \$1,000 \$500.
- d) Where an employee's vehicle is damaged where the employee is using their vehicle while working the Employer will reimburse the cost of any deductible portion of insurance coverage on that vehicle to a maximum of \$1000.00 \$500.
- e) ~~If any employees premiums increase on their personal vehicle as a result of an accident while the employee is on Employer business, the Employer agrees to pay the cost of the difference in the increased insurance premium.~~

10 March 2020

17.01 and 17.02 Green Sheet

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

March 10, 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

MARCH 10/2020

Date

17.02 Employees on Travel Status

- a) ~~The term "travel status" in respect of an employee means absence of the employee from his work location on Employer business with the approval of the Employer. Travel status does not apply to an employee assigned to a location within the boundaries of the Victoria Regional Transit System.~~
- b) ~~The provisions of Sections 17.02 through 17.06 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.~~
- c) ~~The itinerary and the mode of travel used by an employee are subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to his daily destination(s) by scheduled air flights or bus service, as applicable.~~

~~Under these circumstances a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by BC Transit.~~

~~An employee is considered on travel status when traveling to and from an alternate location outside of the Victoria BC Transit ~~Centers~~ Centres regardless of mode of transportation. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which they have travelled, the employee will be paid travel allowance to a maximum of 7 1/2 hours per day for time spent waiting to leave that location, this includes time spent at airports waiting for flights. Mode of transportation will be determined as per BC Transit Policy. If an employee is contacted outside of regular hours by their manager or supervisor, provisions of article 12.05 b) will apply. If an employee is contacted by their manager or supervisor while on travel status, the electronic consultation provisions of article 12.05 B) will apply so long as they are contacted outside of regular hours of work. An employee should not be working while on travel status. No additional compensation will be provided if employees work while on travel status, unless mutually agreed to by the manager or supervisor. If the employee is required to work outside their regular work day that time will be compensated as per article 12.01. Time on travel status outside of an employee's regular work day does not count towards time worked for the purposes of overtime.~~

17.03 Travel Allowance Status Compensation

~~Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in travelling between destinations including waiting time at airports or other transportation~~

29 April 2020

~~terminals, which will be paid to employees on travel status. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.04 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 1/2 hours per day for time spent waiting to leave that location.~~

All time on travel status will be compensated at straight time. No additional compensation will be provided if employees work while on travel status unless the employee is required to work outside their regular work day, then that time will be compensated as per article 12.01. Time on travel status outside of an employee's regular work day does not count towards time worked for the purposes of overtime. If an employee is consulted outside of regular hours by their manager or supervisor, provisions of article 12.05 b) will apply.

When on travel status on a ~~regularly scheduled day outside of your normal working day, or~~ regular scheduled day off, or a statutory holiday, employees will be compensated at straight time for all hours on travel status and receive time off in lieu. Time off in lieu will be equivalent to hours spent on travel status up to a maximum of 7.5 hours per calendar day and will be scheduled on the next scheduled work day immediately following the employees return, or an alternate day as mutually agreed between the employee and their manager within 30 calendar days. ~~If an employee works in excess of 7.5 hours, regardless of travel status, they will be compensated as per article 12.~~

When an employee is required to work and travel on the same day, there should be mutual agreement between the employee and their manager as to whether the employee travels the same day or stays overnight and travels home the following day.

17.04 Hours of Work

~~The regular hours of work for employees on travel status shall be 7 1/2 hours per day and 37 1/2 hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.~~

~~Where an employee both travels and works on a single day and the employee has actually worked less than 7 1/2 hours during that day, the portion of travel time required to bring that employee's time worked up to 7 1/2 hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 1/2 hours on a day in which the employee actually performs work will be considered time worked.~~

17.05 Overtime on Travel Status

- ~~a) Overtime will be paid for time worked in excess of 7 1/2 hours in a day and 37 1/2 hours in a week as specified elsewhere in the Collective Agreement.~~
- ~~b) Overtime will not be paid to employees travelling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope~~

29 April 2020

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

29 April 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

29 April 2020

Date

17.06 Travel Expenses

- a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed in Canadian currency at the appropriate exchange rate as follows:
 - (i) airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be at economy class and automobile rentals will be compact cars. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - (ii) hotel rooms not exceeding BC Government rate per day unless otherwise approved by the Employer; and
 - (iii) ~~incidental expenses such as fees for parking, telephone, laundry and valet services.~~
- b) Meal allowances ~~without receipts~~ will be paid ~~at the following rates or in accordance with BC Transit policy, whichever is greater.~~

~~Reserved: The Union reserves the right to introduce further proposals when monetary provisions are discussed~~

Effective	April 1, 2014	April 1, 2016	Effective April 1, 2018
	2019	2020	2021
Breakfast	\$11.75 \$13.50	\$12.00 13.75	\$12.00 \$14.00
Lunch	\$13.50 15.50	\$13.80 15.75	\$14.00 16.00
Dinner	\$22.75 27.00	\$23.25 27.50	\$24.00 28.00

~~Employees shall receive \$6.00 \$15.00 per day for incidental costs without receipt.~~

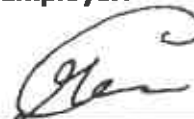
- c) A mileage allowance shall be paid to an employee using his private vehicle to travel from his residence to the determined public transportation mode terminal and from that terminal to his residence, with the amount to be in accordance with BC Transit policy, or ~~50-60~~ 55 cents per kilometre, whichever is greater

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

6 May 2020

Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 19	Article 17	<i>Transportation and Moving Allowances Reserved: Union will propose further proposals when discussing monetary provisions</i>	

ARTICLE 17 - TRANSPORTATION AND MOVING ALLOWANCE

The rest of the article has been agreed too, and we send notification on the meal allowances.

17.08 Child Care Expenses

If the Employer requires an employee to be out of the employee's normal working locale overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of receipted child care expenses up to ~~\$35.00~~ \$100.00 per day to a maximum of fifteen (15) days per calendar year unless otherwise pre-approved by Employer. This reimbursement may be subject to Canada Revenue Agency taxation rules.

E&OE

Signed off this 6th day of May 2020

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 20	Article 18.03	<i>Safety Requirements</i>	

ARTICLE 18 - SAFETY REQUIREMENTS

18.03 Computer Terminals

The Employer shall ensure that all new computer terminals shall have adjustable keyboards, sit & stand desks, and screens wherever possible.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 20	Article 18.04	<i>Safety Requirements</i>	

ARTICLE 18 - SAFETY REQUIREMENTS

18.04 Shut Down or Modified Work

If any work is shut down or modified by the Employer for a period of 48 hours or less, as a result of:

- a) a complaint by an Employee concerning health and safety;
- b) a refusal to work in accordance with the Workers' Compensation Act & regulations;
- c) an order of a government inspector:

employees will be kept whole with respect to pay, benefits, service and seniority, as if there had not been a shut down, and may be reassigned temporarily to other work for which they have the ability and qualifications.

E&OE

Signed off this

Oct 17 2019

day of

October 17 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 20	Article 18.03 & 18.04	<i>Safety Requirements</i>	

ARTICLE 18 - SAFETY REQUIREMENTS

18.03 Computer Terminals

The Employer shall ensure that all new computer terminals shall have adjustable keyboards, sit & stand desks, and screens wherever possible.

18.04 Shut Down or Modified Work

If any work is shut down or modified by the Employer for a period of 48 hours or less, as a result of:

- a) a complaint by an Employee concerning health and safety;
- b) a refusal to work in accordance with the Workers' Compensation Act & regulations;
- c) an order of a government inspector:
employees will be kept whole with respect to pay, benefits, service and seniority, as if there had not been a shut down, and may be reassigned temporarily to other work for which they have the ability and qualifications.

E&OE

Signed off this June day of 21 20 19

For the Union



For the Employer



10 March 2020

19.01 Leave of Absence

- a) ~~Subject to operational requirements employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence.~~

~~Leaves of absence in excess of three (3) months may be granted to attend a post-secondary educational institution or for other extenuating circumstances. The Union will be notified not less than 30 days prior to such leave.~~

~~Requests for leaves of absence in excess of twelve (12) months, or extensions beyond 12 months must be mutually agreed upon by the Employer and Union.~~

Subject to operational requirements employees who have completed three ~~two (2)~~ or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

<u>Employee's Length of Service</u>	<u>Maximum Total Length of Leave in a Calendar Year</u>
<u>3-5 years</u>	<u>± 3 months</u>
<u>More than 5 years</u>	<u>3 months & 12 months</u>

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months for the purpose of attending full time at a recognized post-secondary educational institution including any and all police training at the Justice Institute of BC or the RCMP Depot.

Employees are expected to research the impact of such leave on benefits, pension, seniority, and/or union dues. BC Transit and Union (COPE Local 378) will provide such information upon request. Final approval of leave is dependent on such issues being satisfactorily resolved.

For the Union:



Parm Sandhar
 Union Representative
 Move Up Local 378

For the Employer:



Greg Conner
 Vice President, Human Resources and
 Corporate Secretary

Date

March 10, 2020

Date

March 10/20

Union:	MoveUP Local 378
--------	------------------

Article	Title
19.01	Leave of Absence
b	REV 2

19.01 Leave of Absence

- b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work.

Where it is not possible for an employee to schedule such appointments in the above mentioned manner, ~~the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. Employees can choose which bank to deduct the time. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments it will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less and the employee will be required to make up the time missed at regular straight time or have the option to deduct the time from any banked time that is available to the employee. Where an employee has no banked time entitlement, such appointment will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less.~~ Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave, RWWL bank, banked overtime or vacation at the employees' discretion or from pay if paid sick leave is exhausted and the employee does not wish to use another bank.

Leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the employee to reschedule a medical or dental appointment that conflicts with operational requirements.

E&OE

Signed off this March day of 10 2020

For the Union



For the Employer





**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 21 Version 4.0	Article 19	<i>Leaves of Absence The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.03 Special Leave

Any employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- ◆ serious household or domestic emergency.
- ◆ attend funeral as pall-bearer or mourner.
- ◆ attend his formal hearing to become a Canadian citizen.
- ◆ moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- ◆ full period of any quarantine.
- ◆ leave for Canadian Armed Forces (Reserve) training camps.
- ◆ wedding of the employee
- ◆ attend wedding of the employee's child
- ◆ court appearance for hearing of employee's child
- ◆ in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent
- ◆ child custody hearing
- ◆ employee or employee's child is a victim of domestic violence

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Subsection 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day.

E&OE
Signed off this Nov day of 7th 2019

For the Union

For the Employer

Leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

E&OE
Signed off this 12th day of 7TH 2017

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 21	Article 19.05	<i>Leaves of Absence</i>	
Version 3.0		<i>The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay.

The foregoing shall apply where an employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. In such a case, an employee will be permitted to use a RWWL day or banked overtime to top up their pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer

19.06 MATERNITY LEAVE of Absence

1) Maternity Leave

An Employee is entitled to maternity leave of up to seventeen continuous weeks.

2) Medical Certificate

Employees shall provide the Employer with a medical certificate outlining any limitations or restrictions in her ability to perform her duties if any, and shall indicate her approximate due date.

3) Notice

Employees will notify the Employer in writing of the expected date of birth at least ten (10) weeks prior to the expected date of birth. The period of maternity leave may commence up to thirteen (13) weeks prior to the expected date of birth but shall commence no later than six weeks prior to the expected date of birth.

The commencement of leave at six (6) weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence.

4) Return Date

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 and will return no later than 17 weeks after the actual birth date.

5) Extension Of Leave

An Employee who needs an extension of maternity leave as a result of medical issues involving herself or her baby may be granted an additional leave of absence without pay, for up to a maximum of six (6) weeks. She will be required to provide a medical certificate substantiating the need for the leave.

6) NEW - Maternity Leave Allowance

- a) A qualified employee is full time regular permanent status, with a minimum of one year of active service. An employee who qualifies for maternity leave shall be paid a maternity leave allowance. In order to receive this allowance, the employee must provide the Employer proof that the employee has applied for and is eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.**

- b) **The maternity leave allowance will consist of sixteen (16) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay. Such payments will be made consistent with the Employment Insurance Act.**
- c) **The employee must fulfill a return to work commitment equivalent to the length of the leave taken to avoid a prorated repayment penalty being applied**

~~6) Subject to 19.06.4, a pregnant employee will be granted a leave of absence without pay for a continuous period of up to 17 weeks~~

~~a) beginning~~

~~(i) no earlier than 11 weeks before the expected birth date and~~

~~(ii) no later than the date of the actual birth, and~~

~~b) ending~~

~~(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and~~

~~(ii) no later than 17 weeks after the actual birth date.~~

Review whole language

~~2) Subject to 19.06.4, an employee who requests a leave after the birth of a child or the termination of a pregnancy will be granted a leave of absence without pay of up to 6 consecutive weeks beginning on the date of the birth or the termination of the pregnancy.~~

6 May 2020

~~3) Subject to 19.06.4, an employee will be granted up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of her pregnancy, she is physically unable to return to work, validated by a physician's statement, when her leave pursuant to 19.06.1 or 19.06.2 ends.~~

~~4) A request for leave under this section must~~

~~a) be given in writing, and~~

~~b) if the request is made during the pregnancy, must be given not less than 4 weeks before the day the employee proposes to commence her leave, and;~~

~~e) must be accompanied by a certificate from her physician stating the reasons for requesting additional leave under 19.06.3.~~

~~5) A request for a shorter period under 19.06.1(b)(i) must~~

~~a) be given in writing at least one week before the date the employee proposes to return to work, and~~

~~b) be accompanied by a certificate from the employee's physician stating that the employee is able to resume work.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

19.07 Parental Leave of Absence

1. An employee is entitled to apply for parental leave, providing the employee is either the:
 - Parent of an expected newborn child; or
 - Adopting parent of a child placed or about to be placed with the parent for the first time.
2. A parent giving birth who takes maternity leave must commence their 61 week parental leave at the end of their maternity leave unless both the parent giving birth and their employer agree to a different date.
3. Other parents are entitled to 62 weeks of consecutive leave which must be commenced within 78 weeks of the child's birth.
4. An adopting parent is entitled to 62 weeks of leave, which must be commenced within 78 weeks of the date the child is placed with the parent.
5. In the case of multiple births, or more than one child being placed with adoptive parents at the same time, only one leave is allowed.
6. A request for parental leave is separate from a request for maternity leave. The two notices can be submitted together, but the parent giving birth should make it clear they are requesting the two leaves.
7. The duration of parental leave under this Part is as follows:
 - a) Birth mother
 - Up to 61 consecutive weeks
 - Parental leave must begin immediately following the end of pregnancy leave unless the employee and employer agree otherwise.
 - b) Parents and Adopting Parents
 - Up to 62 consecutive weeks
 - Parental leave may begin any time within 78 weeks after the child's/children's birth or the child or children are placed with the parent
8. If a child, either natural or adopted, suffers some physical, psychological, or emotional difficulty, both parents of the child may apply for up to 5 consecutive additional weeks of unpaid leave, to be taken immediately after the end of their parental leaves.

19.08 Parental Leave Allowance

1. Employees are entitled to parental leave allowance as follows:
 - a) A qualified employee is full time regular permanent status, with a minimum of one year of active service
 - b) Upon written request a qualified employee shall be entitled to opt for either standard parental leave for up to 35 consecutive weeks with pay, or extended parental leave of up to 61 consecutive weeks with pay.
 - c) The parental leave allowance will consist of thirty-five (35) weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by

the employee and 75% of the employee's basic pay. Such payments will be made consistent with the Employment Insurance Act.

- d) Should the employee request extended parental leave of 61 weeks, the amount paid to the employee by BC Transit would be prorated over the longer term.
- e) The employee must be in receipt of EI benefits to be eligible for the allowance and must fulfill a return to work commitment equivalent to the length of the leave taken to avoid a prorated repayment penalty being applied.
- f) Where both parents are employees of the Employer, they shall each qualify for the full amount of unpaid parental leave. However, they must split the 35 weeks or 61 weeks of top up allowance between the two parents and they must make the same choice of either standard parental leave or extended parental leave.
- g) Such written request must be made at least four weeks prior to the proposed leave commencement date and must be supported by appropriate documentation.
- h) Leave taken under this clause shall commence:
 - In case of birth parent immediately following maternity leave, article 19.0
 - In the case of the other parent, immediately following the birth or placement of the adoptive child.
 - An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

2. Maximum Combined Entitlement

Employees combined entitlement to leave pursuant to 19.06 and 19.07 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental.

- 1) ~~An employee who requests parental leave under this section will be granted a leave of absence without pay~~
 - a) ~~for a birth mother who takes leave under 19.06 above 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 beginning immediately after the end of the leave taken under 19.06 unless the Employer and the employee agree otherwise,~~
 - b) ~~for a birth mother who does not take leave under 19.06 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,~~
 - c) ~~for a non birthing parent, up to 37 consecutive weeks after the child's birth and within 52 weeks after that event, and~~
 - d) ~~for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.~~

6 May 2020

- ~~2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to 5 additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under 19.07.1.~~
- ~~3) A request for leave must~~
- ~~a) be given in writing~~
 - ~~b) if the request is for leave under 19.07.1(a) or (b), be given to the Employer not less than 4 weeks before the employee proposes to commence the leave of absence, and~~
 - ~~c) be accompanied by a medical certificate completed by the employee's physician or other evidence of the employee's entitlement to leave.~~
- ~~4) An employee's combined entitlement to leave under 19.06 and this section is limited to 52 weeks plus any additional leave to which the employee is entitled under 19.06.2 or 19.07.2~~

For the Union:

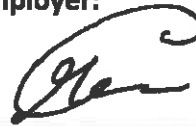


Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

19.10 Duties of Employee and the Employer

- 1) Employees desiring to return to regular employment following a leave of absence under 19.06 and/or 19.07 shall notify the Employer at least 30 days prior to the desired date of return or 30 days prior to the expiry date of the applicable leave of absence.
- 2) On return from a leave of absence under 19.06 and/or 19.07, employees will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any salary increases and improvements to benefits to which the employees would have been entitled had the leave of absence(s) not been taken.
- 3) The Employer will not terminate employees or change a condition of employment because of their leave of absence under 19.06 or 19.07 unless the employees are absent for a period exceeding the permitted leave.
- 4) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on a leave of absence under 19.06 and/or 19.07. **Employees are required to remit outstanding premiums. The Employer and the employee will negotiate a suitable repayment plan for the employee based on the length of their leave and up to a maximum of 12 months. In extenuating circumstances, the employer will consider financial hardship.**

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 21 Version 3.0	Article 19.13	<i>Leaves of Absence The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.13 Compassionate Care Leave

Employees are entitled to twenty seven (27) weeks of Compassionate Care Leave without pay in a calendar year in accordance with the Employment Standards Act.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union


For the Employer


19.14 Gender Transition Leave - NEW

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 21.04 Income Continuance depending on the employee's request and approval in accordance with the Income Continuance program.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

Date

Nov 6, 2019

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

Date

Nov 6/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 21	Article 19	<i>Leaves of Absence</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.15 Domestic and Sexual Violence Leave

The Employer shall grant an unpaid leave to a maximum of seventeen (17) weeks for reasons related to domestic or sexual violence.

An employee granted leave under this Article shall be entitled to benefits. For the balance of the leave taken pursuant to this Article the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

E&OE

Signed off this

Dec

day of

27th

20

19

For the Union

For the Employer



**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 21 Version 4.0	Article 19	<i>Leaves of Absence The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.16 Military/Reservist/Emergency Responders Leave

Regular employees who are deployed into active service with the Canadian Armed Forces, volunteer firefighter, auxiliary/reserve police, or member of a local search & rescue organization shall be granted a leave of absence without pay for the duration of said deployment. The employee(s) will be eligible for continued coverage under the benefit plan as per Article 21. If the employee is deployed during a declared state of emergency a leave of absence without pay must be granted. An employee has the option to use banked time to cover their unpaid leave of absence.

E&OE
Signed off this Nov day of 7TH 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Sept 24, 2019	Time:
UP# 21 Version 4.0	Article 19	<i>Leaves of Absence The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.17 Critical illness or injury leave

Employees are entitled to up to 36 weeks of unpaid leave to provide care and support to a family member (under 19) whose life is at risk, or up to 16 weeks for a family member (19 or older) whose life is at risk. The leave must be taken in periods of one or more weeks. The definition of family member is as prescribed in the BC Employment Standards Act.

E&OE
Signed off this 3rd day of December 2019

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 65	Article 19 (monetary)	<i>Leaves of Absence The Union proposes that the parties re-write the Maternity and Parental Leave language to reflect changes in the Employment Standards Act</i>	

ARTICLE 19 - LEAVES OF ABSENCE

19.xx Leave Respecting Death of Child

An employee is entitled to a leave of absence without pay of up to 104 weeks. If they are entitled to leave respecting death of child under the Employment Standards Act and such leave will be in accordance with the Employer Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 21.0.

19.xx Leave Respecting Disappearance of Child

An employee is entitled to a leave of absence without pay of up to 52 weeks. If they are entitled to leave respecting disappearance of child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 21.

E&OE

Signed off this March day of 12 20 20

For the Union

For the Employer

11 March 2020

21.01 Medical Coverage and Extended Health Benefits

~~(a) Casual employees shall qualify for benefits and conversion to regular part-time as follows:~~

~~January 1, for the purpose of benefits eligibility, casual employees who have worked more than 1170 straight time hours in the previous calendar year and where the Employer assesses the reasonable likelihood of the employees position continuing at 1170 hours on a reoccurring basis, the employee will be converted to regular part-time status.~~

~~They will, thereby, be eligible for benefits for the entire calendar year.~~

~~Annual Review Period each January the Employer will review the hours worked by all Casual employees in the previous calendar year. Actual hours worked will be considered, as well as the Employer's projected operational requirements/service demands for the upcoming calendar year.~~

~~The Employer will provide the Union with the data relied upon in performing the annual review. The Union may request a meeting with the Employer to discuss the outcome of the annual review, including issues associated with individual employees and their status under this Article. Any disputes subject to conversion of a casual employee will be subject to the grievance process.~~

- a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the Medical Services Plan of BC. The Employer is registered and pays the BC Employer Health Tax. As a result all employees receive basic medical coverage through the BC Medical Services Plan.

The parties recognize that the method of funding the Medical Services Plan of BC has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

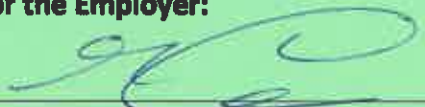
For the Union:


Parm Sandhar
Union Representative
Move Up Local 378

Date

March 11, 2020

For the Employer:


Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

March 11/20

6 May 2020

21.01 Medical Coverage and Extended Health Benefits

*Note: a) to be green sheeted March 11, 2020

~~b) In addition to the above, eligible employees as outlined in article 1.07 defined above shall also be covered by an Extended Health Care Plan and are required to register with Fair Pharmacare, such a plan to be provided by an approved carrier and shall include: The EHC Plan will include the following:~~

~~All employees are required to register with Pharmacare. Reimbursement of prescription drugs will only be made after Pharmacare coverage has been exhausted.~~

~~The supplementary Plan shall provide additional health benefits equivalent to the standard Pacific Blue Cross Benefits Plan as it exists at the date of signing of this agreement.~~

~~The deductible for the following benefits shall be twenty five dollars (\$25.00) per year and the benefit levels shall be insured at eighty (80%) percent of the benefit.~~

- (i) Eyeglass laser eye surgery and eye exam Coverage \$600 ~~\$7800~~ per person every twenty-four (24) months;
- (ii) Hearing Aid Coverage at \$1000 maximum for each ear, renewable each 5 years. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision;
- (iii) Voluntary annual auditory testing including reimbursement to a maximum of \$100 every 5 years for hearing protection approved by both the Workers' Compensation Board and the Motor Vehicles Branch;
- (iv) \$1,000,000 lifetime maximum benefits per person
- (v) Reimbursement for prescription drugs up to the cost of drugs covered by Pharmacare using Low Cost Alternative and Reference Based pricing, except where the employee's physician requires in writing that the prescription be filled using a specific brand name drug;
- (vi) Annual prostate blood tests for employees over 40 years of age.
- (vii) Oral birth control
- (viii) After \$1,300 has been paid in a calendar year, further eligible expenses are reimbursed at 100%, subject to the maximums.
- (iv) Increase paramedical (as defined in the plan) from \$500 to \$600 annually:
 - acupuncturist
 - chiropractor

6 May 2020

- **massage**
 - **naturopath**
 - **physiotherapist and athletic therapist combined**
 - **podiatrist**
 - **speech language pathologist**
- (v) **\$1,500 in coverage for Psychologists (includes registered clinical counsellors, social workers or psychologists combined) annually**
- (vi) The deductible for the following benefits as outlined in the plan shall be ~~twenty five dollars (\$25.00)~~ per year and the benefit levels shall be insured at ~~eighty (80%)~~ percent of the benefit
- c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of hire, except when the date of hire is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. 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.
- d) Participation in the plans 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 Employer.
- e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service may continue to be covered under the ~~MSP and~~ Retiree EHC Plan implemented on January 1, 2008 with the Employer paying premiums indicated in this section.

Note: The word "month" as used above means "calendar month".

For the Union:

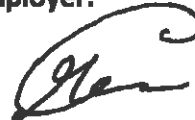


Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

6 May 2020

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (75% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrolment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

In addition to the above, employees entitled to dental coverage will receive the following additions to their coverage:

- Composite fillings for all teeth
- Periodontal bone and tissue grafting

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

6 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

6 May 2020

Date

21.04 Income Continuance

~~NEW – 21.04 WORKSAFE BC CLAIMS~~

~~c) Where a regular employee is on a claim recognized by WorkSafe BC while the employee was on the Employer's business, they shall be entitled to leave with pay up to 17 weeks (119-30 calendar days) for any one claim in lieu of benefits as outlined in 15.01XXXX. The leave period will run concurrent with the related Short Term Disability period.~~

~~Should the claim continue beyond 30 calendar days 17 weeks (119 days), the employee's status will be changed to inactive status and WorkSafeBC benefits will be paid directly to the employee.~~

~~WorkSafeBC Payments~~

~~Employees applying for WorkSafe BC wage loss benefits will be paid an advance equal to the estimated net WorkSafe BC benefit. The advance will be paid on their regular pay.~~

~~Payments from WorkSafe BC will then be paid directly to the Employer.~~

~~If WorkSafe BC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly and will recover any resulting overpayment.~~

~~An Employee whose WorkSafe BC claim is denied must apply for benefits under the Disability Plan and repay the WorkSafeBC advance from those benefits. If the advance is not fully covered by the Disability Plan benefits, the difference will be recovered from the Employee's pay.~~

~~If the amount to be recovered is greater than sixteen (16) hours pay, it will be recovered in manageable increments over more than one (1) pay period, following consultation with the Employee.~~

~~Upon termination, any outstanding WorkSafeBC advance will be recovered from the Employee's final pay.~~

~~Disputed Claims~~

~~If an Employee who is covered by the Disability Plan suffers a disability, compensation for which is in dispute with WorkSafe BC, benefits will be paid retroactively to the first day of disability that is eligible for benefits under the provisions of the above Short Term Disability Plan.~~

~~Claim Allowed~~

~~If the WorkSafe BC claim is subsequently allowed, the Employee will repay the Employer any benefits received under the Disability Plan.~~

1 May 2020

e) ~~Worksafe BC Supplement~~

~~Employees on Worksafe BC benefits will have Worksafe BC payments supplemented by the Employer, so that the employee will receive a total amount equal to his regular straight time wage rate times seven and one-half (7 1/2) hours less one-tenth (1/10) of his bi-weekly regular deductions for each day the employee receives compensation from Worksafe BC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.~~

dc) Worksafe Advance

Employees on Worksafe BC benefits will be paid a bi-weekly ~~an~~ advance by the Employer, equal to what they would receive once their Worksafe BC claim is approved. ~~The advance will be paid on their regular pay cheques.~~ If Worksafe BC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Any payments from Worksafe BC will be paid directly to the Employer.

An employee whose Worksafe BC claim is denied, even if the claim is being appealed, will cease receiving advances until the case is adjudicated.

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of the Collective Agreement. If the benefits are approved, the benefit payment received will be used to repay the Worksafe BC advance. Any monies owing after the sick leave and/or income continuance applications have been adjudicated will be repaid in not more than ten (10) consecutive pay periods and at not less than \$100 per payment, (or 10% of the employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

Upon termination of employment, any outstanding Worksafe BC advance will be recovered from the employee's final pay.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

1 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

1 May 2020

Date

21.05

An employee on leave of absence without pay, for reasons other than sick leave, ~~or~~ maternity leave ~~or~~ parental leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Sections 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

Employees who are on leave of absence in accordance with Section 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the employee.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19

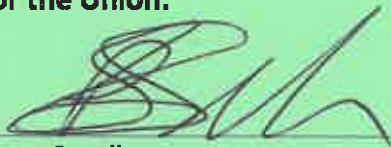
21.07 – Payment for Treatment Programs for Employees with Substance Use Disorders

In order to address the Parties shared interest in providing assistance to employees with identified substance disorders, the Parties agree that payment for recommended residential treatment programs should not be a barrier to an employee's recovery. To that end the Parties agree:

That upon request from the employee and confirmation of acceptance by the treatment facility, BC Transit will cover the up-front cost of the recommended treatment program.

That, upon completion of the program and successful return to work, the employee will sign a reasonable repayment agreement authorizing BC Transit to recover fifty percent (50%) of the debt on an interest free basis by payroll deduction.

For the Union:

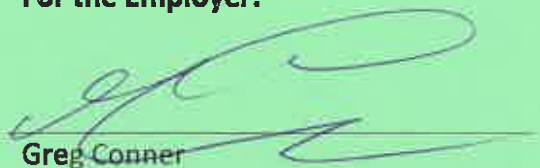


Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Jan 20, 2020	Time:
UP# 61	Article 21	<i>Benefit Plans</i>	

ARTICLE 21 - BENEFIT PLANS

21.08 Reimbursement for Medical Examination for Drivers Abstracts

The Employer shall reimburse the Employee where there is a mandatory requirement in the employment position for a medical examination to be completed for driver's abstracts to satisfy the requirements for ICBC and National Safety Code. The Employee seeking such claim shall provide the original receipt for the claim to the Employer for reimbursement.

21.09 Certified Vehicle Inspection Program

The Employer will reimburse the renewal cost of the Vehicle Inspection Program Card for those Employees required to be authorized inspectors certified under Commercial Vehicle Inspection Program. This article shall apply to all future technology tickets where inspections are required such as gas or electricity.

E&OE
Signed off this 7th day of May 2020

For the Union

For the Employer

22.02 Eligibility for transit pass upon retirement

A regular employee who is at least fifty-five years of age and has Retired employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. is eligible to receive a transit pass as specified in 22.01. Bus passes for retired employees and eligible spouses or dependants are only valid within the Victoria Regional Transit System as per BC Transit Policy. Such passes will be automatically issued to employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not. These passes This pass is subject to Canada Revenue Agency taxation rules.

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

Dec 3, 2019

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

Dec 3/19

Date

22.03 An employee shall surrender his their own pass as well their spouse and/or dependant passes as applicable upon termination of employment.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

June 24, 2019

Date

Jun 21/19

23.01 Harassment Personal Rights

Prevention of Workplace Bullying and Harassment

The Employer and the Union acknowledge that all employees have the right to work in an environment free from bullying and harassment and where employees treat each other with dignity and respect. The parties agree to work together under the corporate Bullying and Harassment Policy and Code of Conduct to ensure that the workplace is bullying and harassment-free.

The Employer and the Union agree that any allegation of harassment or discrimination should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

The Employer recognizes the importance of the Union's involvement in this matter, and welcomes the Union's input on these policies. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.

Workplace Harassment Defined

Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation to another person.

There are two categories of workplace bullying and harassment. These include discrimination (Human Rights) based bullying and harassment and general bullying and harassment.

(a) Discrimination Based Bullying and Harassment.

Discrimination based bullying and harassment is based on the grounds (listed below) protected by the BC Human Rights Code:

- Race, sex, colour, ancestry, place of origin
- Political beliefs
- Religion
- Marital status
- Family status
- Physical or mental disability
- Sex (including pregnancy, transgender)
- Sexual orientation
- Gender Identity and Expression

- Age (if 19 or more)
- Conviction of a criminal or summary offence not related to the employment

Discrimination also includes sexual harassment.

Sexual harassment includes any unwanted attention of a sexual nature. Examples of this type of conduct may include, but is not limited to the following:

- Conduct or comments of a sexual nature that are unwelcome and that create an intimidating, hostile, or poisoned work environment, or that could reasonably be thought to put sexual conditions on an employee's job or employment opportunities;
- A compromising invitation with sexual overtones or sexual comment;
- Unwanted touching, pinching, patting;
- Unwelcome sexual flirtations, advances, propositions, or requests;
- Sexually suggestive, obscene or degrading comments, remarks, gestures, or innuendoes;
- Offensive jokes of a sexual nature;
- Leering or unnecessary physical contact;
- Displaying or circulating pornographic pictures or other material of a sexual nature;
- Remarks about appearance or personal life; and/or
- Stalking.

Sexual harassment should not be confused with regular social and interpersonal relations between co-workers. Rather, it is behaviour that is coercive, forced, threatening or unwanted.

(b) General Bullying and Harassment

All other forms of bullying and harassment not linked to the protected grounds specified in the BC Human Rights Code fall within the category of general bullying and harassment.

(c) Examples of Bullying and Harassing Conduct

Both discrimination and general bullying and harassment share similar types of conduct, however as indicated above, discrimination is conduct that is linked to the protected grounds defined by the BC Human Rights Code. Discrimination and general bullying and harassment may include but are not limited to the following

- Verbal abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of offensive materials;
- Innuendoes or taunts;
- Threats or intimidation;
- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace harassment complaint;
- Harmful initiation or hazing practices;
- Vandalizing personal belongings;

- Cyber bullying and harassment.

Harassment is not:

- Any reasonable action taken by the employer or supervisor relating to the management and direction of employees in the workplace.
- Disagreements between employees (worker to worker) that do not fall into the categories of bullying and harassment as noted above.

~~a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, gender identity, gender expression or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.~~

~~b) The Employer and the Union agree to work together, under the auspices of the Human Rights Policy and Workplace Code of Conduct, to ensure that the workplace is harassment free.~~

~~(c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.~~

~~(d) The Employer recognizes the importance of the Union's involvement in this matter, and welcomes the Union's input on these policies. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.~~

~~(e)~~ (d) **Harassment and Discrimination Complaint Process**

If an employee believes that they have been harassed and/or discriminated against, the employee may bring the incident forming the basis of the complaint to the attention of his or her Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, resolve the complaint, the employee is encouraged to submit his/her complaint in writing to the Joint Investigation Committee (JIC). An employee may also choose to refer their complaint directly in writing to the Joint Investigation Committee.

This committee will appoint at least one (1) representative selected by the Employer and at least one (1) representative selected by the Union from the trained Committee members each side has available to conduct an investigation. The Joint Investigation

Committee must meet to begin their investigation as soon as possible. All time spent by Union representatives investigating the complaint shall be paid at straight time.

Any employee who is to appear before the Joint Investigation Committee may request to have a Union representative.

~~Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Investigation Committee will include at least one woman from each side.~~ Where the complaint involves sexual harassment or gender discrimination the Joint Investigation Committee will make every effort to include gender representation appropriate to the nature of the complaint or as requested.

The complaint must be handled with confidentiality, and expeditiously. Once the Joint Investigation Committee has finalized their investigation a written report of their findings shall be given to the designated Employer representative, designated Union representative, the complainant and the respondent. Such report is confidential and must be treated as such unless required to produce such report by law or by an arbitrator.

The Joint Investigation Committee shall not determine discipline in any way; that remains the exclusive function of the Employer. Any discipline implemented by the Employer from the report shall be subject to Collective Agreement clauses, including the right to grieve and arbitrate any such discipline.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Dec 5 / 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

December 5/19
Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 25	Article 23.02	<i>Personal Rights</i>	

ARTICLE 23 - PERSONAL RIGHTS

23.02 ~~Discrimination~~ Monitoring

~~Subject to the provisions of this Agreement, neither the Employer nor the Union 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, creed, national origin, age, sex, marital status or sexual orientation.~~

Electronic Monitoring

a) Notice of Monitoring

The Employer agrees to provide the Union with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Employer further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

b) Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee and the Union will be advised that such monitoring is to occur.

c) Monitoring Guidelines

The Employer will not install monitoring equipment for reasons not related to the Employer's business. The Employer will advise employees of the location of equipment which is installed on a permanent basis for reasons of security. Any

E&OE
Signed off this Oct 17, 2019 day of October 17 2015

For the Union


For the Employer


monitoring equipment added by the Employer will abide by the Office of the Information Privacy Commissioner guidelines.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 25	Article 23.05	<i>Personal Rights</i>	

ARTICLE 23 - PERSONAL RIGHTS

23.05 Employee Indemnity

The Employer shall indemnify and hold harmless all Union (COPE) employee(s) from any civil actions, civil claims, and any damages, costs and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Employer, provided however that the employee(s) shall not be indemnified for:

- a) punitive or aggravated damages;
- b) the cost of legal representation arising from grievances under the collective agreement; or
- c) acts or omissions which did not arise in the normal course of their employment with the Employer; or
- d) acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence; or
- e) any legal costs which are not covered by Clause 23.06.

E&OE
Signed off this Oct 17, 2019 day of October 17 2019

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 25	Article 23.06	<i>Personal Rights</i>	

ARTICLE 23 - PERSONAL RIGHTS

23.06 Legal Representation

In situations covered by the Indemnity set out in Clause 23.05 above, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- a) Employee(s) shall be entitled to legal services and advice from a legal representation selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub Clause 23.06(b) below.
- b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within ~~three (3)~~ five (5) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 23.06(c).
- d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit

E&OE

Signed off this Oct 17, 2019 day of October 17 2019

For the Union 

For the Employer 

the right to legal representation under this Clause 23.06 by requiring that one lawyer be retained to represent the interests of all those employees.

- f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one lawyer be retained to represent the interests of the Employer and all the affected employee(s).
- g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- h) If, at any time, the Employer has reasonable grounds to believe that:
 - (i) the employee(s)' acts or omissions were not in the course of normal employment; or
 - (ii) the employee(s)' acted in bad faith; or
 - (i) the employee(s)' acts or omissions amounted to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, wilful violation of lawful order, or gross negligence;

The Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Clause 23.05 or Clause 23.06 shall be interpreted as limiting the Employer's right to discipline any Union ~~(COPE)~~ employee under the terms and conditions of the collective agreement.

E&OE

Signed off this

Oct 17, 2019

day of

October 17

20

19

For the Union



For the Employer



23.07 Complaints Against Employees

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, ~~of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned,~~ shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint except that identifying information may be withheld to protect the privacy of the complainant.

Employees who are identified under the corporate Code of Conduct Alert Line will be advised of any allegations made against them if an investigation is initiated, provided the allegations are not of a criminal nature.

***Note: moved in to language from LOA #2**

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

March 10, 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

March 10/2020

Date



(Canadian Office and Professional Employees Union, Local 378)

BC Transit
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 26	Article 24	<i>Employee Personnel Files</i>	

ARTICLE 24 - EMPLOYEE PERSONNEL FILES

24.01 Personnel Files

- a) An Employee is entitled to examine her/his own personnel file upon request to the Human Resources Department.
- b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- c) 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. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file, subject to the employee's written consent.
- d) Letters of discipline/warning/poor performance/expectation will be removed from an employee's personnel file ~~two (2) years~~ 12 months from the date on such material provided that during this ~~two (2)~~ 12 months year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

24.02 Performance Assessments

- a) The Employer will implement and maintain a performance assessment and development program designed to assist Supervisors/Managers in the training and development of Union (COPE) staff. These forms will be destroyed when replaced by the following year's form upon request of the employee.

E&OE
Signed off this May day of 17TH 2019

For the Union

For the Employer

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from her/his Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may contact the Human Resources Department who will follow up with the Supervisor.

- b) Where it is determined that an employee's performance is less than fully adequate the Supervisor will immediately advise the employee and indicate on the performance assessment the date(s) that the notification took place.

24.03 Compliance with Freedom of Information Legislation

The provisions of the Freedom of Information and Protection of Privacy Act of British Columbia shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

~~IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the 31st day of October, 2014.~~

BC TRANSIT

COPE, LOCAL 378

Original Signed

Leanne Wick

Director, Human Resources

Original Signed

Kevin Payne

Union Representative

Original Signed

Marnie Jensen

Labour Relations Advisor

Original Signed

Debbie Yablonski

Executive Council

Original Signed

Ly Siu

Manager, Payroll & Benefits

Original Signed

Anne Marie Gregory

Job Steward

Original Signed

Don Showers

E&OE

Signed off this

May

day of

17

20 19

For the Union

For the Employer

12 May 2020

APPENDIX "A" Job Groups

Job Group 3

Farebox & Supplies Clerk
Fixed Asset Construction & Engineering Co-op
Fleet Engineering Co-op
Stockroom Clerk Assistant
Finance Co-op

Job Group 5

~~Accounts Payable Clerk~~
~~Accounts Receivable/Revenue Support Clerk~~
~~Customer Relations Agent~~
Farebox Receipts Attendant
Fleet Maintenance Planning Assistant
~~Receptionist~~
CRA - Lost and Found
CRA – Internal Services

Job Group 6

Bus Stop Coordinator
Corporate Procurement Assistant
Inventory Support Clerk
Lost and Found & Uniforms Coordinator
Maintenance Support Assistant
~~Photo ID Pass Clerk~~
~~Planning Data Support Clerk~~
~~Prepaid Fare Clerk~~
Receiving Clerk
Records and Administrative Clerk
Fare Products Clerk
Accounts Payable Clerk
~~Accounts Receivable/Revenue Support Clerk~~
CRA - Receptionist
CRA - Call Center

Job Group 7

~~Facilities Coordinator~~
Operations Assistant
Purchasing Administrator
Safety and Environment Emergency Management Assistant
~~Partsperson Stockroom Clerk~~
Vehicle Asset Administrator
Warranty Administration Clerk
~~Order Desk Specialist~~
~~Records and Administrative Workleader~~
Records Analyst
Bus Stop Coordinator

12 May 2020

Corporate Procurement Assistant
Maintenance Support Clerk
Senior Accounts Payable Clerk
Maintenance Services Assistant

Re Job Group 8

Budget Analyst
Communication Coordinator
Graphic Designer
Marketing Coordinator
~~**Monitoring Analyst**~~
Digital Content Analyst
Operations Service Delivery Coordinator
Operations Services Clerk
Payroll and Benefits Administrator
~~**Revenue Analyst**~~
Scheduler
Stockroom Workleader
Transit Planning Coordinator
Inventory Support Analyst
IT Vendor and Licensing Support
Purchasing Agent
Data Analyst, Service Analysis
Facilities Coordinator
Project Coordinator, Capital Projects
Digital and Social Media Coordinator
Events and Outreach Coordinator

Job Group 9

~~**Maintenance Planner**~~
Maintenance Scheduler
Operations Services Workleader
Systems Administrator
~~**Systems Support Analyst**~~
~~**Technical Support Specialist**~~
Payroll Workleader
Purchasing Agent Workleader
Project Coordinator, Smart Bus
Asset Management Business Analyst
Senior Graphic Designer
Technical Specialist – Smart Technology
Network Analyst
Property Management Coordinator
Support Technician, Online and Deskside
Fleet Planner

Job Group 10

Business Analyst IT
Environmental Officer

12 May 2020

Facilities Support Specialist
GIS Analyst
~~Purchasing Agent~~
Senior Scheduler
Transportation Planner
Technical Analyst, Server
Records Officer

Job Group 11

Application and Database Administrator
Procurement Officer
Safety & Training Officer
~~Senior Transit Planner~~
Fleet Trainer/Inspector
Program Build Inspector
JDE Application Administrator
Functional Analyst – JDE
Senior Business Analyst
Systems Support Technician – Senior
Systems Support Analyst
Senior Revenue Advisor
Senior Technical Analyst
Strategic Business Advisor
Senior Technical Specialist – Smart Technology

Job Group 12

Senior Transit Planner Work Lead
Senior Network Analyst
Senior Application Analyst
Senior Data Analyst – Work Lead
Fleet Maintenance Engineer
Senior Communications and Engagement Advisor
Senior Procurement Officer
Senior Transit Planner
Senior Media Relations and Public Affairs Advisor
Senior Planner, Maintenance Services

For the Union:

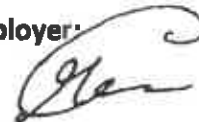


Parm Sandhar
Union Representative
Move Up Local 378

12 May 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

12 May 2020

Date

LOU #1 - WORK LEADERSHIP RESPONSIBILITIES

Work Leadership Responsibilities

This memorandum sets out an understanding reached by BC Transit and Local 378 of the MOVEUP relative to work leadership responsibilities.

Work leadership responsibilities shall be as follows:

- a) ~~may perform duties largely similar to those whose work he directs;~~
- b) ~~may perform duties related to but at a higher level than the work of the subordinates whom he directs;~~
- e) ~~relieves the Supervisor of detailed supervision of routine aspects of the work by:~~
 - ~~(i) ensuring even work flow and consistency of effort;~~
 - ~~(ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;~~
 - ~~(iii) transmitting the Supervisor's instructions to other employees;~~
 - ~~(iv) performing a quality control function in respect to subordinates;~~
 - ~~(v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;~~
 - ~~(vi) assists the Supervisor in his responsibilities by providing on the job detailed training to employees with respect to the performance of their job duties.~~

FOR BC TRANSIT:

Original Signed _____

D. Nixon

Senior Manager, Employee Relations

FOR MOVEUP:

Original Signed _____

K. Payne

Union Representative

Revised Date: May 26, 2010

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

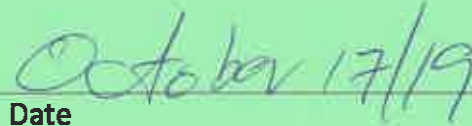


Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary



Date

LOA #2 Complaints Against Employees

Re: ~~Complaints Against Employees~~

~~The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.~~

~~In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint except that identifying information may be withheld to protect the privacy of the complainant.~~

~~Employees who are identified under the corporate Code of Conduct Alert Line will be advised of any allegations made against them if an investigation is initiated, provided the allegations are not of a criminal nature.~~

FOR BC TRANSIT:

FOR MOVEUP:

Original Signed

Original Signed

~~D. Nixon~~

~~K. Payne~~

~~Senior Manager, Employee Relations~~

~~Union Representative~~

~~Revised: May 26, 2010~~

For the Union:



~~Parm Sandhar
Union Representative
Move Up Local 378~~

For the Employer:



~~Greg Conner
Vice President, Human Resources and
Corporate Secretary~~

~~Date~~

March 10, 2020

~~Date~~

March 10, 2020

LOU #3 Cooperative Educational Students

Re ~~LETTER OF AGREEMENT #3~~ (Formerly LOU #4)

Re: ~~Cooperative Educational Students – Accounting, Marketing and Planning~~

With respect to Cooperative Educational Students, the Employer and the Union agree as follows:

- 1. ~~Cooperative Educational Student (“students”) are defined as persons enrolled in a recognized Cooperative Education Program at a participating post-secondary educational institution.~~**
- 2. ~~Except as provided by this Letter of Agreement, it is agreed that the Collective Agreement shall apply to any person hired as a student.~~**
- 3. ~~Students will be required to become and remain Union members for the duration of their work term. Students will not be entitled to sick leave and will not participate in the benefit plans outlined in the Collective Agreement or in the Pension Plan. Students will not accrue seniority during their terms of employment.~~**
- 4. ~~Students will be hired for a period corresponding to the requirements of their academic program, but not exceeding eight continuous months, except by mutual agreement of the Parties. Each such period of continuous employment for each student shall be deemed to be one (1) work term.~~**
- 5. ~~The Employer shall not engage more than six (6) students in any calendar year except by mutual agreement between the Employer and the Union.~~**
- 6. ~~Utilization of students shall not in any way adversely affect existing jobs or their incumbents covered by the Collective Agreement. No student will be employed, or will continue to be employed, if this would result in a layoff or failure to recall a qualified employee.~~**
- 7. ~~Students shall be supernumerary to the regular workforce.~~**
- 8. ~~Each student must work with a Full Time Regular employee who is a member of the MOVEUP, Local 378 when performing any bargaining unit work and such work~~**

~~shall be performed on a student/teacher basis, provided there is a member of the bargaining unit in the department whose expertise is in the same discipline.~~

~~9. Students shall not work any overtime.~~

~~10. Students will be paid at the minimum of Group 3 if they are working towards a diploma or Bachelor's degree and at the minimum of Group 4 if they are working towards a Master's degree, except as otherwise mutually agreed between the Parties.~~

~~11. Students will be paid 16.92% of base rate bi weekly earnings as defined in 7.03(g) in lieu of annual vacation, RWWL, and statutory holidays.~~

~~12. Students will not be entitled to apply for any posted jobs or otherwise fill any jobs in the bargaining unit either during any of their work terms or within thirty (30) calendar days following the completion of any of their work terms, except by mutual agreement of the Employer and the Union. Union agreement will not be unreasonably withheld.~~

~~13. The Cooperative Educational Student Program as described in this Letter of Agreement shall apply for the term of the Collective Agreement unless modified or terminated by mutual agreement of the Parties.~~

~~14. Incorporating Letter of Agreement into Collective Agreement.~~

~~This Letter of Agreement 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/~~

FOR BC TRANSIT:

FOR MOVEUP:

Original Signed _____

Original Signed _____

M. Jensen


K. Payne

Labour Relations Advisor

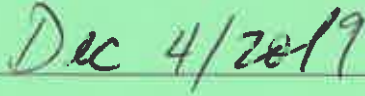
Union Representative

Revised: May 26, 2012

For the Union:

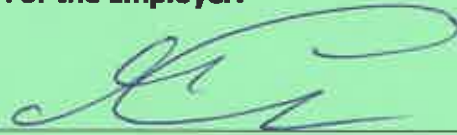


Parm Sandhar
Union Representative
Move Up Local 378

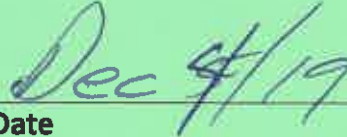


Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary



Date

LOA #7 - Operations Services Clerks – Annual Vacation & Banked Statutory Holiday Sign-Up

LETTER OF AGREEMENT #7

Re: ~~Operations Services Clerks – Annual Vacation & Banked Statutory Holiday Sign-Up~~

~~The following procedures will govern the scheduling of annual vacations and banked statutory holidays for Full Time Regular and Part Time Regular Operations Services Clerks:~~

- ~~1. Operations Services Clerks (OSC'S) will sign for their vacation/banked stats in October of the year prior to the one in which vacation/banked stats are to be taken.~~
- ~~2. OSC's will sign for annual vacation/banked stats in seniority order within the whole group, including both full time regular and part time regular employees.~~
- ~~3. There will only be one vacation/banked stat slot available for signing in any given week, with the following exception:~~
 - ~~a) When there are more than 52 weeks of vacation/banked stat entitlement amongst the entire group, the Depot Supervisor will permit "doubling" of the allowable vacation slots in certain additional weeks in order to accommodate the excess weeks of entitlement.~~
 - ~~b) The Depot Supervisor will designate those doubling weeks prior to the commencement of the vacation/banked stat sign up.~~
 - ~~c) During the doubling weeks, two slots will be available for signing, except that no more than one part time regular employee may sign for vacation/banked stats during the same week.~~
 - ~~d) To facilitate the doubling of vacation/banked stat weeks there may be training required to enable part time regular employees to perform specialized job duties on a relief basis. Once a part time regular employee has been provided such training, it will be his responsibility to maintain the specialized knowledge in order to perform the duties whenever the requirement arises.~~

L.A. Burbidge
Manager,
Human Resources & Labour Relations

Vic Foth
Union Representative

N. Hale
Human Resources Advisor

B. Weiss
Union Councillor

June 1, 2004

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Dec 3, 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Dec 3/19
Date

LOA #8 Shift and Annual Vacation Signups for Shift Workers

LETTER OF AGREEMENT #8

Re: ~~Shift and Annual Vacation Signups for Shift Workers~~

Effective: ~~May 26, 2010~~

~~The Parties agree to implement the following procedures in regard to shift and Annual Vacation sign-ups:~~

Shift Sign-Up Procedures

- ~~a) Sign-up will occur no more than six (6) weeks before the schedule start date of the sheet.~~
- ~~b) Employees who will be returning to work during the life of the Sheet will participate in the sign-up.~~
- ~~c) Each Employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of 1 week prior to sign-up.~~
- ~~d) If an employee is not present, cannot be contacted, doesn't leave a shift choice or refuses to participate at their sign-up time, the COPE Representative will assign the employee to a shift that most closely resembles their current shift.~~

Annual Vacation Sign-up

- ~~a) Vacation Sign-up occurs once a year and must be completed prior to October 31st each year.~~
- ~~b) Each employee must submit a completed Intent form by October 1st listing the number of weeks of annual vacation the employee intends to take. This information will be used by management to determine the number of Vacation spots required for the annual vacation sign-up.~~
- ~~c) All regular employees will participate in the sign-up including those on a temporary transfer or absence. Each employee will be assigned a sign-up date and time for each~~

~~round of the sign-up. These dates and times will be posted a minimum of one (1) week prior to sign-up.~~

- ~~d) If an employee is not present, cannot be reached, hasn't left a choice slip or refuses to sign during their sign-up time, the COPE Representative will sign vacation weeks for the employee similar to their current year's selection.~~

~~Vacation Weeks that become available after the Annual Vacation Sign-up~~

- ~~a) Vacation that becomes available during the vacation year because of a Retirement, Termination, or Transfer,~~

~~i) The vacation will be made available to employees in order of seniority who did not have the opportunity to sign it during the Annual Vacation sign-up, and~~

~~ii) If a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority, who did not have the opportunity to sign it during the Vacation sign-up.~~

~~This process will continue until no employee wishes to schedule the available week(s).~~

FOR BC TRANSIT:

~~FOR COPE:~~

~~Original Signed~~

~~Original Signed~~

~~D. Nixon~~

~~K. Payne~~

~~Senior Manager, Employee Relations~~

~~Union Representative~~

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

Nov 7, 2019
Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

Nov 7/19
Date

LOU # 10 Job Evaluation Systems Review Committee

Re: ~~Joint Job Evaluation System Review Committee~~

Purpose: ~~To review the existing job evaluation system and make recommendations to the Parties for improvement and modernization.~~

Membership: ~~Four members, two (2) selected by the Employer and two (2) selected by the Union.~~

Term: ~~Recommendation to be provided to the Parties by December, 1, 2013. Update date~~

FOR BC TRANSIT:

~~FOR MOVEUP:~~


Original Signed

M. Jensen
Labour Relations Advisor

Original Signed


K. Payne
Union Representative

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Oct 17, 2019

Date

October 17/19

Date

LOU #11 Payment for Treatment Programs for Employees with Substance Use Disorders

LETTER OF AGREEMENT #11

Re: ~~Payment for Treatment Programs for Employees with Substance Use Disorders~~

~~In order to address the Parties shared interest in providing assistance to employees with identified substance disorders, the Parties agree that payment for recommended residential treatment programs should not be a barrier to an employee's recovery. To that end the Parties agree:~~

~~That upon request from the employee and confirmation of acceptance by the treatment facility, BC Transit will cover the up front cost of the recommended treatment program.~~

~~That, upon completion of the program and successful return to work, the employee will sign a reasonable repayment agreement authorizing BC Transit to recover fifty percent (50%) of the debt on an interest free basis by payroll deduction.~~

FOR BC TRANSIT:

Original Signed _____

M. Jensen

Labour Relations Advisor

~~FOR MOVEUP:~~

Original Signed _____

K. Payne

Union Representative

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Oct 17, 2019
Date

October 17/19
Date

29 April 2020

LETTER OF AGREEMENT #12

Re: ~~Travel Status on Day-Off~~

~~Travel time on an employee's regularly scheduled day off shall be compensated as follows:~~

- ~~1) — Travel time up to seven and one-half (7 ½) hours paid at straight time.~~
- ~~2) — Travel time in excess of seven and one-half (7 ½) hours paid at 200%.~~

~~If an employee is not required by the Company to travel on a regularly scheduled day off, but chooses to do so of his/her own accord, travel time will not be compensated.~~

FOR BC TRANSIT:

~~FOR MOVEUP:~~

Original Signed

Original Signed

M. Jensen

K. Payne

Labour Relations Advisor

Union Representative

For the Union:

For the Employer:



Parm Sandhar
Union Representative
Move Up Local 378

Greg Conner
Vice President, Human Resources and
Corporate Secretary

29 April 2020

29 April 2020

Date

Date

29 April 2020

LETTER OF AGREEMENT #13

Re: ~~Cooperative Gains~~

~~The Parties agree to the implementation of a compressed workweek for stockroom employees. The Parties further agree to review and explore the implementation of compressed workweek in other areas of the Employers operation, which will provide efficiencies and cost savings in accordance with the cooperative gains mandate.~~

FOR BC TRANSIT:

FOR MOVEUP:

Original Signed

Original Signed

M. Jensen

K. Payne

Labour Relations Advisor

Union Representative

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

29 April 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

29 April 2020

Date

LOU #15 Job Postings and Workload Committee

LETTER OF AGREEMENT #15

Re: ~~Job Postings and Workload Committee~~

The Parties agrees to the Employer holding regular labour management meetings as defined in Article 2.04.

Standing agenda items will include:

1. ~~Job Postings~~

2. ~~Employee work load complaints~~

FOR MOVEUP:

~~FOR BC TRANSIT:~~

Original Signed _____

Original Signed _____

K. Payne

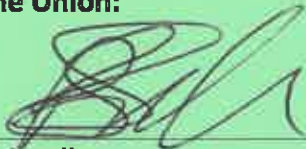
M. Jensen

Union Representative


~~Labour Relations Advisor~~

For the Union:

For the Employer:



Parm Sandhar
Union Representative
Move Up Local 378



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

Date

Oct 17, 2019

October 17/19

LOU #16 Economic Stability Dividend

LETTER OF AGREEMENT #16

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c.23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend.

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - i) February Budget — Forecast GDP for the upcoming calendar year;
 - ii) November of the following calendar year — Real GDP published for the previous calendar year;
 - iii) November — Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- i) February 2015 — Forecast GDP for calendar 2015;
- ii) November 2016 — Real GDP published for calendar 2015;
- iii) November 2016 — Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

~~8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).~~

Allowable Method of Payment of the Economic Stability Dividend

~~9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.~~

FOR MOVEUP:

FOR BC TRANSIT:

Original Signed — October 31, 2014

Original Signed — October 31, 2014

Kevin Payne

Leanne Wick

Union Representative

Director Human Resources

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Oct 17, 2019

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

October 17/19

LOU #17 Change to Annual Vacation Earning

LETTER OF AGREEMENT #17

Re: Change to Annual Vacation Earning

The parties agree that as a result of the changes agreed to in Article 13 the following will apply. The employer will, effective December 31, 2014 credit all employees with vacation time earned in accordance with the previous language.

Each employee will require a separate calculation and the employer will advise each member how much time they have been credited.

This time will be placed into the employees vacation bank and will not be subject to payout by the employee as outlined in Article 13.11 and will not be subject to bank limits if a members bank is full.

Effective January 1st 2015 and following years, members will earn vacation in accordance with the new language.

FOR MOVEUP:

FOR BC TRANSIT:

Original Signed -- October 31, 2014

Original Signed -- October 31, 2014

Kevin Payne

Leanne Wick

Union Representative

Director Human Resources

For the Union:

For the Employer:



Parm Sandhar
Union Representative
Move Up Local 378



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Oct 17, 2019

Date

October 17/19

Date



(Canadian Office and Professional Employees Union, Local 378)

BC Transit
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 45	LOA 18	Article 17 -- The Union proposes that the parties agree to delete this LOA	

LETTER OF AGREEMENT #18

Re: Article 17

~~The parties agree that the language of Article 17 creates confusion and conflict in its administration. The parties agree to create a committee to consider revisions and/or an interpretive guide to this Article. These revisions shall neither enhance or reduce an employee's entitlement under this Agreement.~~

FOR COPE: _____ FOR BC TRANSIT: _____

Original Signed _____ Original Signed _____

Kevin Payne _____ Leanne Wiek _____
Union Representative _____ Director Human Resources _____

October 31, 2014

E&OE
Signed off this May day of 17 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Transit
PROPOSALS 2019
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 46	LOA 19	Retiree Benefit Committee – The Union proposes that the parties agree to delete this LOA	

LETTER OF AGREEMENT #19

Re: Retiree Benefit Committee

During negotiations for a renewal of the collective agreement which expired March 31, 2014, the Employer expressed concern about the continuing increasing costs associated with the payment of Retiree Benefits.

The parties agree to form a joint Committee to revisit the current retirement benefits eligibility and coverage for extended health and MSP, and possible cost effective alternatives. The Parties commit to engaging in productive and meaningful discussions that will leave to potential solutions and initiatives.

The Parties agree the Committee will meet upon ratification of this collective agreement, and continue to meet regularly.

FOR COPE: _____ FOR BC TRANSIT:

Original Signed _____ Original Signed

Kevin Payne _____ Leanne Wick
Union Representative _____ Director Human Resources

October 31, 2014

E&OE
Signed off this May day of 17 20 19

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Transit
PROPOSALS 2019
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 47	LOA 20	<i>Compensation Bargaining Comparability The Union reserves the right to introduce further proposals when discussing monetary provisions.</i>	

The union proposes that the parties discuss the 2019 Public Sector Employers' Council mandate, the Sustainable Services Negotiating Mandate, and the Service Improvement Allocation

LETTER OF AGREEMENT #20- #10
(Formerly Letter of Agreement # 20)

Re: ~~Compensation Bargaining Comparability~~

1. ~~If the net total compensation increase in the 2014 collective bargaining settlement between Unifor 333 BC and BC Transit exceeds the total net compensation increase in the COPE 378 settlement with BC Transit for the corresponding period, wage rates in the COPE 378 collective agreement with BC Transit will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the COPE 378 settlement with BC Transit is equal to the net total compensation increase of the Unifor 333 settlement.~~
2. ~~"Net total compensation increase" means in each instance the amount calculated as such by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.~~
3. ~~For clarity, it is understood that the PSEC Secretariat's calculation and reporting of a net total compensation increase to the Minister of Finance:~~
 - a. ~~Will not include, temporary market adjustments, labour market adjustments or other adjustments specific to a subset of the bargaining unit approved by PSEC; and~~
 - b. ~~Will be net of the value of any change to the collective agreement which was agreed by Unifor 333 BC to obtain a compensation adjustment.~~

E&OE
Signed off this May day of 17 2019

For the Union

For the Employer

FOR COPE: _____ FOR BC TRANSIT:

Original Signed _____ Original Signed

Kevin Payne _____ Leanne Wick
Union Representative _____ Director Human Resources

October 31, 2014

E&OE
Signed off this May day of 17 20 19

For the Union


For the Employer


6 May 2020

LETTER OF AGREEMENT #14

Re: Anti-Harassment Training

~~The Parties agrees to a CAW facilitator to provide training content and train COPE trainers, who will in turn provide the anti-harassment training to employees.~~

FOR BC TRANSIT:

FOR COPE:

Original Signed

Original Signed

M. Jensen

K. Payne

Labour Relations Advisor

Union Representative

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

6 May 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

6 May 2020

Date

Addendum to Article 21

ADDENDUM


Re: Article 21

~~All employees and retirees represented by the COPE 378 will be required to register with Pharmacare. Reimbursement of prescription drugs will only be made after Pharmacare coverage has been exhausted.~~

~~Effective January 1, 2015 Oral birth control will be covered under (v) in the Active plan~~

~~Effective January 1, 2015, after \$1,300 has been paid in a calendar year for the Active and Retiree plan, further eligible expenses are reimbursed at 100%, subject to the maximums.~~

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Oct 17, 2019
Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

October 17/19
Date



**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 49	New LOA		

UNION OBSERVER


The parties agree to trial the creation of an Union Observer in bargaining job competition(s). The Union Observer position will be governed by the following language:

1. All employees shall have the right to request a Union Observer.
2. The Union shall notify the Employer that a request for a Union Observer has been made as soon as possible after a posting closes.
3. The Union Representative or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the Union bargaining unit.
4. The observer shall be a disinterested party. Leave without pay shall be granted for the attendance of an observer where ~~no travel is required~~, if reasonable notice is provided.
5. The Employer is not responsible for expenses incurred by the observer. The Employer will make a reasonable effort to coordinate interview scheduling with the Union Observer's calendar.

This Agreement is subject to cancellation, providing there is bona fide rationale, by either Party by providing thirty (30) days prior written notice in which case this Letter shall be deemed to be extinguished and rendered null and void for all purposes and LOA #XX as printed in the 2019-2022 Collective Agreement will apply.

E&OE
Signed off this Dec day of 4TH 2019

For the Union


For the Employer


1 May 2020

LOU #9 - Relief Stockroom Clerks Shifts

***Note: All reference to Stockroom Clerks will be changed to Partsperson upon language agreement.**

The Parties agree to establish relief stockroom clerks shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. For the purpose of this agreement full time and part time employees will sign as one group, the work leader will not sign within this group. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. ~~Based on current employee seniority regarding annual vacation entitlements there will be two (2) relief stockroom clerk shifts created.~~ **The number of relief Stockroom Clerk shifts created will be based on current employee seniority regarding annual vacation.** These shifts will assume the shifts and days off of employees away on the above mentioned leaves.
2. Relief stockroom clerk shifts will have a minimum of four days off in every pay period.
3. These shifts shall be added to the stockroom shift sign-ups and shall be available for any stockroom clerk to sign in accordance with Article 11.05
4. The employees wishing to sign the Relief shifts must indicate their intention and will sign for their specific shifts after all other Regular stockroom clerks have signed. Once all stockroom clerks have signed their shifts, those stockroom clerks signing Relief shifts will select their work in one week pieces in accordance with Article 11.05. It is understood that where the shift being signed is that of a Part time regular employee the Employer shall increase the hours of work to seven and one half (7 ½) per day and thirty seven and one half (37 ½) per week allowing for two (2) consecutive days off.
5. **It is understood that, if signing the work of a compressed shift, OT will not be incurred until hours worked in a day exceed 9.375 or exceed 37.5 hours in a week.**
6. It is understood that stockroom clerks signing the relief shifts mentioned above will be required to work at another property as scheduled.
7. ~~Stockroom clerks may elect to bank up to ten (10) of their RWWL days to be taken by seniority at times made available by the employer during annual leave sign up.~~
8. Stockroom clerks who work statutory holidays may elect to bank them to be taken by seniority at times made available by the employer during annual leave sign up.
9. ~~It is understood that when an employee working a Relief Shift is working a week that is not blocking for another stockroom clerk, the days off for that week will be the same as the days off that applied in the previous week, unless there is mutual agreement to different days off for this week.~~
10. ~~The Parties agree to meet on an annual basis, following the annual vacation sign up, to review the relief requirements.~~

1 May 2020

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

1 May 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

1 May 2020

Date

Stockroom Apprentice Training Program

a) Purpose

To support the attraction and retention of a qualified trades workforce, the Employer and the Union view an active Apprenticeship Program as an effective means of developing Employees to be fully productive journeypersons in the Partsperson Trade. The need for a Partsperson apprentice will be based on operational requirements, business needs and current staffing levels in the Stockroom.

The Employer, will maintain a program of technical training, rotational experience, and supervision to ensure that a consistent and sound educational experience equips apprentices for productive long-term employment at the conclusion of their training period.

This program will enable journeypersons to efficiently transfer their knowledge and skill to apprentices.

~~It is understood that in the event legislation is enacted that renders any part of this Agreement or any part of the Apprenticeship Training Program invalid, such enactment will not invalidate the remaining portions, and the Parties will endeavour to bring the Agreement and/or the Program into conformance with the new legislation as expeditiously as possible.~~

b) Definitions

“Employer” shall mean BC Transit, and the term “Union” shall mean the duly authorized representatives of MOVEUP Local 378.

“Registration Agencies” shall mean the appropriate provincial and federal bodies responsible for apprenticeships.

“Apprenticeship Agreement” shall mean a written agreement between the Employer and the person employed as an Apprentice, and their parent or guardian if they are a minor, which shall be registered with the Registration Agencies.

“Apprentice” shall mean a person engaged in learning their trade under the guidance of a journeyperson. The use of the term “Apprenticeship” indicates enrollment in a provincially certified program.

“Supervisor” shall mean the Stockroom Clerk of the area to which the apprentice is assigned in accordance with the rotational experience as set out in the Standards of Apprenticeship.

“Standards of Apprenticeship” shall mean the contents of this document, including these definitions, and the contents of the Apprenticeship Program Manual as developed by the employer and amended from time to time.

“Stockroom” shall mean Stockroom location or technical training institution.

1.02 Applications

Applications for admission into the apprentice training program will be received from ~~Employees~~ internal or external candidates who meet the requirements in the Apprentice Program.

~~Internal~~ Employees who wish to participate in an apprenticeship program must discuss with their direct Supervisor or Manager and seek approval to proceed. To be eligible for the program employees must not have any disciplinary records in their personnel file for the preceding 12 months or currently be on a documented performance improvement plan. Employees must maintain satisfactory performance throughout the program to remain eligible.

1.03 Financial Support for Internal Employees

~~Internal employees~~ Funding support will be subject to operational requirements and the employee must apply ~~funding approval~~ by completing an Internal Partsperson Apprentice Application form. The completed form will require approval from the employee's Manager and Director, ~~VP and the Senior Leadership Team~~. The employer has the ~~ability~~ responsibility to determine whether the employee has enough experience to challenge the Partsperson red seal exam or if they need to complete the entire apprentice program. Based on approval, ~~the Employer will provide funding for an employee considering~~ pay the fee for the employee to take a refresher course, if required, and to ~~challenging the exam, access to a refresher course prior to writing the exam.~~ Employees will have the opportunity to write the exam up to two ~~three (3)~~ times, with a minimum of three months between attempts, before they are disqualified from applying to the process for 12 months.

1.04 Duties and Training of Apprentices

Apprentices will be required to carry out any work for the Employer for which they have been trained and any work which the Employer considers they are capable of performing.

Stockroom training will encompass all aspects of the intended classification as far as facilities in the Employer locations will allow.

The Employer will pay for all appropriate school fees and the Employer will receive the Employee's marks.

The Apprentice will sign the Apprenticeship Agreement prior to entering the program. ~~This agreement will be appended to the current Employer Apprenticeship Guide.~~

Apprentices, upon successful completion of their apprenticeship, will be assigned work as outlined in 11.05.

~~Wages while attending school and reimbursements will be paid as outlined in the current Employer Apprenticeship Guide or as amended by mutual agreement of the Parties.~~

The apprentice agrees to apply for Employment Insurance benefits while attending school. The Employer agrees to top-up the apprentice's wages to the applicable rate. The Apprentice will receive continuity of income and benefits and suffer no loss of pay.

Where the Employer gives credit for previous apprenticeship experience, the Apprentice shall be placed on the wage scale at the rate commensurate with the credit recognized.

1.05 Placement on Completion of Training

29 April 2020

Upon successful completion of the Apprenticeship Program, the Apprentice will be given credit for seniority, back to the date they commenced their apprenticeship. Compensation will be provided as per article 4.

If no vacancy exists, Employees in the affected trade classification shall be laid off as per article 8.

1.06 Failure

Failure of Apprentices to achieve satisfactory progress in the shop or in the school may cause their training to be terminated. They will then revert to their previous classification. Their seniority will include all time spent as an Apprentice as well as the seniority they held in their previous classification.

1.07 Industry Training Authority

Apprenticeships shall be governed by the Employer and by the Industry Training Authority (ITA).

1.08 In the event legislation is enacted that renders any part of this Agreement or any part of the Apprenticeship Training Program invalid, such enactment will not invalidate the remaining portions, and the Parties will endeavour to bring the Agreement and/or the Program into conformance with the new legislation as expeditiously as possible.

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

29 April 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

29 April 2020

Date

6 May 2020

LOU TBD Temporary Market Adjustment

Temporary Market Adjustment

The parties recognize the current recruitment and retention challenges with IT positions. The intention of this LOU is to provide a means of addressing salary issues in the current market.

Temporary Market Adjustments (TMA) subject to this LOU are guided by the following:

- 1. Positions identified to receive a TMA are positions identified by the Employer within the IT department.**
- 2. The TMA is not considered as base pay.**
- 3. The TMA are pensionable earnings unless the PSPP deems it to be un pensionable in the future.**
- 4. The TMA will not be considered when calculating compensation changes for Temporary Assignments, substitution pay or promotions.**
- 5. The TMA can be discontinued with 14 days' notice from the Employer to the Union.**

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

6 May 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

6 May 2020

Date

Letter of Understanding - Modified Work Week - Regular Employees

This Modified Work Week (MWW) Letter of Agreement shall be applicable to all regular employees in the bargaining unit.

All terms and conditions of employment in the Collective Agreement shall be applicable unless specifically amended by this Letter of Agreement.

It is the intent of the Parties that entering into this Letter of Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this Letter.

Regular employees interested in working a MWW will meet with their Supervisor and discuss the feasibility for their position. Employees and Supervisors are to consider the following factors;

- ~~Impact to the department~~ Operational requirements
- Efficiencies to be gained by the proposed change
- Life balance for the employee requesting the change
- Sustainable duration of the agreement

If the Supervisor agrees to the request, the “Modified Work Week Agreement” form must be completed and signed by the employee, Supervisor and Manager of the Department, with copies provided to Human Resources for the employee file, Payroll and the Union. The Agreement will outline the duration and schedule agreed upon. Supervisors will not unreasonably deny requests and must provide the rationale for their decision.

Articles within the Collective Agreement that reference a 7.5 hour work day will not be applicable. The Employer will not incur additional overtime, shift premiums or other costs due to a MWW arrangement.

a. Working Hours

Working hours shall be the equivalent of thirty five (37.5) hours per calendar weeks.

b. Workday

The workday shall be 9.375 hours of work, exclusive of the 30 (thirty) minute lunch period, which will commence within 5 hours from the start of the shift. A 15 minute period of rest shall be permitted in the first and second half of the workday.

c. Work Week

- i. The standard workweek shall be four (4) days: Either Monday through Thursday, or Tuesday through Friday. Through mutual agreement and subject to the criteria above, employees may be able to opt to work any of the four days between Monday to Friday and they do not need to be consecutive.
- ii. ~~Twelve (12) times per year, non shift regular workers may be assigned hours of work within the Authorized Variation as defined in article 10.01.~~

iii. ~~The Company has the right to change the hours of work in accordance with the provisions of 10.01(d) and days of the week with thirty six (36) hours notice.~~

ii. It is understood that if absences, staff turnover or other events affect operational requirements ~~experienced coverage in the dDepartment,~~ the employees will temporarily adjust their schedule up to 12 times per year ~~work days as directed to ensure adequate coverage in the department.~~ In situations where the employee has a bona fide reason where this would result in undue hardship, alternatives will be considered. ~~Employees can return to their modified work week as soon as operational requirements allow.~~ Additional adjustments beyond 12 times per year will require mutual agreement.

d. Overtime

i. Overtime shall be paid after 9.375 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.

ii. All hours worked in excess of 9.375 hours where an employee works overtime both before and after their scheduled shift on that day will be paid at 200%.

iii. All overtime worked between the hours and midnight and their normal starting time will be paid at 200%.

iv. All work on an employee's scheduled days off will follow 12.016 c) up to 10.875 hours ~~two times, from 10.875 hours to 12.375 hours at 225%, for 12.375 hours and thereafter at 300%.~~

v. ~~Employees who are called in on an emergency on a regular day of work will be paid overtime for all hours worked outside of their regularly scheduled hours, and will be paid straight time for all hours worked within their regularly scheduled hours. Call out provisions in article 12.06 a) will apply. Overtime shall be paid at 150% of the applicable rate for the first hour of overtime and overtime hours thereafter, shall be paid at 200% of their hourly rate. The overtime provisions set out in this LOU will apply for any hours exceeding 9.375 hours per day or 37.5 hrs/week.~~

vi. Casual employees who are covering a MWW schedule will not incur overtime for a MWW shift schedule (unless they have worked more than 9.375 hours in day or 37.5 hours within the same week).

e. Vacation Entitlement

~~One (1) week of annual vacation is equivalent to thirty seven point five (37.5) hours.~~

f. Reduced Work Week Leave

For those employees assigned to a modified work week, their RWWL entitlement will be 127.5 hours.

g. Sick Leave

29 April 2020

Sick leave shall be provided as specified in Article 15.00. All reference to days shall be converted into hours, for the conversion purposes one (1) day equals seven and one half (7 ½) hours.

h. Statutory Holidays

Statutory holiday pay for Employees on a MWW will be based on a 7.5 hour work day. However, Employees on a MWW may request to top up such pay with time available in their own banks including RWWL time, banked overtime, and vacation.

i. All other references to 7.5 hour days or a work day within the collective agreement, other than what is specified in this LOU, will be considered as 9.375 hours.

~~j. *****Do we need language on the work safe BC supplement article 21.04**~~

k. Opting Out

The employer or the employee may elect to opt out of the Modified Work Week agreement by a minimum providing 30 calendar days' notice in writing to the other alternate party. The change will commence at the start of the next pay period. If an employee or the employers opts out of the agreement all working conditions will be according to the Collective Agreement and this LOA will not apply to that employee. An employee who has opted out may request in writing to opt back into the agreement after a waiting period of at least six months, and the LOA will apply to the employee at the start of the first eligible pay period.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

29 April 2020

Date

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

29 April 2020

Date

29 April 2020

Letter of Understanding - ~~Modified Work Week~~ Compressed Shift Schedule – Shift Workers

This ~~Modified Work Week (MWW)~~ Compressed Shift Schedule (CSS) Letter of Agreement shall be applicable to all shift workers in the bargaining unit.

All terms and conditions of employment in the Collective Agreement shall be applicable unless specifically amended by this Letter of Agreement.

It is the intent of the Parties that entering into this Letter of Agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this Letter.

Articles within the Collective Agreement that reference a 7.5 hour work day will not be applicable. The Employer will not incur additional overtime, shift premiums or other costs due to a ~~MWW~~ CSS.

a. Working Hours

Working hours shall be the equivalent of 37.5 hours per calendar week.

b. Workday

The workday shall be 9.375 hours of work, exclusive of the 30 minute lunch period, which will commence within 5 hours from the start of the shift. A 15 minute period of rest shall be permitted in the first and second half of the workday.

c. Work Week

- i. The standard workweek shall be four consecutive days**
- ii. All hours worked outside CSS day shift 06:00 -17:00 ~~08:00-16:30~~ shall be paid in accordance to Article 11.04, ~~shift premiums will only apply outside of the 06:00-1700 shift.~~**
- iii. The Company has the right to change the hours of work and days of the week with 36 hours notice, as per article 11.06 (a). Article 11.06 (b) does not apply.**
- iv. Overtime shall be paid after 9.375 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.**
- v. All hours worked in excess of 9.375 hours where an employee works overtime both before and after their scheduled shift on that day will be paid at 200%.**
- vi. All overtime worked between the hours ~~and~~ of midnight and their normal starting time will be paid at 200%.**

- vii. All work on an employee's scheduled days off will follow Article 12.01 c). ~~up to 10.875 hours two times, from 10.875 hours to 12.375 hours at 225%, for 12.375 hours and thereafter at 300%.~~
- viii. Call-out provisions in article 12.06 a) will apply. ~~An employee called to work during off duty hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning from the time the employee leaves their residence. An employee will be paid one half (1/2) hour at the overtime rate to return home after the completion of the of the call-out. When call-out runs into the normal shift the minimum call-out provision will not apply. The overtime provisions set out in this LOU will apply for any hours exceeding 9.375 hours worked during a call-out. Employees who are called in on an emergency on a regular day of work will be paid overtime for all hours worked outside of their regularly scheduled hours, and will be paid straight time for all hours worked within their regularly scheduled hours. Overtime shall be paid first hour of overtime at 150% of the applicable rate and overtime hours thereafter, shall be paid at 200% of their hourly rate.~~
- ix. Casual employees who are covering a compressed work schedule will not incur overtime for a compressed shift (unless they have worked more than 9.375 hours in a day or 37.5 hours within the same week).

d. Vacation Entitlement

One week of annual vacation is equivalent to 37.5 hours.

e. Reduced Work Week Leave

For those employees assigned to a ~~CSS modified work week~~, their RWWL entitlement will be 127.5 hours.

f. Sick Leave

Sick leave shall be provided as specified in Article 15.00. All reference to days shall be converted into hours, for the conversion purposes one day equals 7 ½ hours.

g. Statutory Holidays

For Statutory holiday days not worked, statutory holiday pay for Employees on a CSS will be based on a 7.5 hour work day. However, Employees on a CSS may request to top up such pay with time available in their own banks including RWWL time, banked overtime, and vacation.

29 April 2020

For the Union:

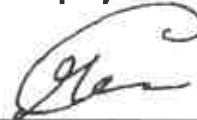


**Parm Sandhar
Union Representative
Move Up Local 378**

29 April 2020

Date

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

29 April 2020

Date



**BC Transit
PROPOSALS 2019
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: May 13, 2019	Time:
UP# 14	New LOA	<i>Spreadover Premium</i>	

LOA XXX – SPREADOVER PREMIUM

Spreadover Premium for Broken Shifts

The parties agree to discuss and implement a spreadover premium in the event the Employer decides to introduce broken shifts (split shifts) in the bargaining unit.

E&OE
Signed off this Jan day of 23 2020

For the Union

For the Employer

NEW LOU - Voluntary Shift Exchange

Employees considered shift workers may exchange shifts among themselves provided that:

1. Employees are employed in the following roles Operations Services Clerk and Customer Relations Agent (CRA).
2. Prior approval of the exchange is given by the employee's immediate supervisor, and the exchange takes place within the same pay period.
3. Both Employees are required to sign an approved Shift Exchange Form and the Employee agreeing to work the shift exchange then becomes responsible for the work.
4. An employee moving to the exchanged shift is entitled to all premiums of this Collective Agreement, which would normally be afforded to an employee working that shift.
5. The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift exchange over and above those expenses, which would have resulted, had the exchange not taken place.
6. Shifts being exchanged must have the same amount of hours.
7. The shift exchange will not result in an employee having less than 8 consecutive hours free from work between each shift worked, as per Article 12.02 (h).
8. All employees will be allowed to participate in a shift exchange except when they are on banked statutory holidays, Annual Vacation or any Leave of Absence.
9. Employees may make up to 12 shift exchanges per calendar year (pro-rated for new employees) provided the Shift Exchange Form is completed.
10. Should other departments with shift workers wish to explore voluntary shift exchange, the employer and the union shall meet to review the proposal. Requests shall not be unreasonably denied.

For the Union:



Parm Sandhar
Union Representative
Move Up Local 378

Date

Jan 27/2020

For the Employer:



Greg Conner
Vice President, Human Resources and
Corporate Secretary

Date

JAW 27/20

10 March 2020

LOU TBD - Job Share Agreement

The Employer commits to developing a Job Share Agreement policy within six months of the ratification of this Agreement which will then be included in this LOU by a future amendment.

For the Union:



**Parm Sandhar
Union Representative
Move Up Local 378**

Date

March 10, 2020

For the Employer:



**Greg Conner
Vice President, Human Resources and
Corporate Secretary**

Date

March 10/2020