

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, 2022 to March 31, 2025, 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:


		<u>Territorial Acknowledgment;</u>
		Housekeeping Items Agreement (1.);
Article	1.07	Employee Definitions
Article	3.03	Employee Grievance Complaints and Grievances
Article	4.01	Salary Scales
Article	4.06	Partsperson Red Seal Premium
Article	4.07	<u>Fleet Inspector Fleet Trainer/ Inspector and Program Build Inspector</u>
Article	7.04	Permanent Promotions
Article	<u>9.06</u>	<u>Abandonment of Position</u>
Article	10.01	Work Day and Week
Article	11.01	Shift Work
Article	11.02	<i>(Untitled)</i> Shift Work and Non-Standard Hours
Article	11.04	Shift Premiums
Article	11.05	Shift Sign-Up Procedures
Article	13.03	Annual Vacation Entitlements
Article	13.06	Broken Vacations
Article	14.01	<i>(Untitled)</i> Statutory Holidays Article
Article	15.01	Current Sick Leave Allowances
Article	15.04	Medical Certificate Requirement
Article	16.01	<i>(Untitled)</i> Clothing Allowances Article
Article	16.03	Safety Shoes
Article	17.03	Travel Status Compensation
Article	19.16	Military/Reservist/Emergency Responders Leave
Article	21.01	Medical Coverage and Extended Health Benefits
Article	21.03	Dental Plan
Article	23.02	Monitoring
Article	23.04	Joint Investigation Committee
LOA	1	Non-Regular Hours of Work for Safety & Training Officer
LOA	7	Job Share Agreement
LOA	<u>New</u>	<u>Warehouse Person</u>
LOA	<u>New</u>	<u>Dispatch Department: Shift Work, Non-Standard Hours and Seniority</u>
LOA	<u>New</u>	<u>Union Education Fund</u>
MOU	<u>New</u>	<u>Cost of Living Adjustments (COLA)</u>

- a) 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, 2022 and the date of ratification of this Memorandum, inclusive
- b) 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
- 4) It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties.
- 5) 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.
- 6) 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.

- 7) 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.
- 8) 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 will mutually agree on an arbitrator that will be empowered to resolve, 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.
- 9) 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.
- 10) 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.

Agreed to this 23rd day of March, 2023 in the City of Victoria in the Province of British Columbia.

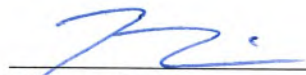
For the Union:



Shawn Lakusta
Union Representative
MoveUP, Local 378



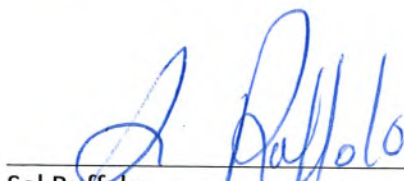
Kayla DePuit
Bargaining Member
MoveUP, Local 378



Tiffany Rivers
Bargaining Member
MoveUP, Local 378




Glen Redden
Bargaining Member
MoveUP, Local 378



Sal Ruffalo
Bargaining Member
MoveUP, Local 378

SAL RUFFALO

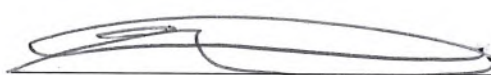
For the Employer:




Melissa Zimmerman
Vice President, People & Culture
BC Transit



Kevin Rowe
Manager, Safety and Training Standards
BC Transit



Eric Nelson
Director, Strategic Real Estate, Supply Chair
and Sustainability
BC Transit



Emma Parker
Labour Relations Administrative Specialist
BC Transit

21 March 2023

HOUSEKEEPING ITEMS

1) **Numbering**

All language referencing numbers will be updated from the written form "one" to the number "1" including below 10.

- a) All numbers referencing hours worked will be updated to "**xx hours and xx minutes**"
- b) All language referencing Employees rate will be updated from the written form to the numerical "one and one-half times and double time" to "**1 ½x and 2x**" **double time will also be written out.**
- c) When there is a change to the numbering within an Article and/or Clause, all the impacted numbers will be updated to align with the new sequence.

2) **Article 7.09 Missing**

7.08 Job Posting, then 7.10 Temporary Vacancies follows. The numbering will be realigned to the correct sequence throughout Article 7.

3) **List Convention**

Throughout the collective agreement, all numbering will be updated to

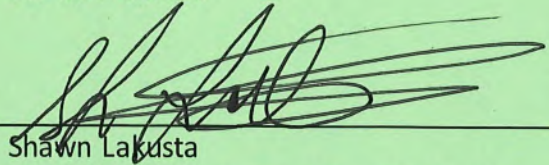
- a) Level 1
 - i) Level 2
 - 1) Level 3

4) **Reporting Requirement**

2.01 (c) Union Membership – remove "sex" from the reporting requirement

The Employer will supply the Union, quarterly, with a listing of Union 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.

For the Union:

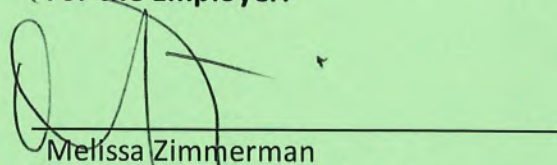


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 21 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 21 2023

Date

19 January 2023

**PREAMBLE
TERRITORIAL ACKNOWLEDGMENT**

We acknowledge with respect that BC Transit delivers our mission on the ancestral territories of Indigenous Peoples across British Columbia, and their historical relationships with the land continue to this day.

We recognize that our Victoria corporate offices are located on the traditional territory of the lək'wəŋən (Esquimalt and Songhees), WSÁNEĆ (BOKÉĆEN, WJOŁŁP, SŤÁUTW, WSÍKEM), MÁLEXEŁ, Pacheedaht, Scia'new and T'Sou-ke peoples.

For the Union:

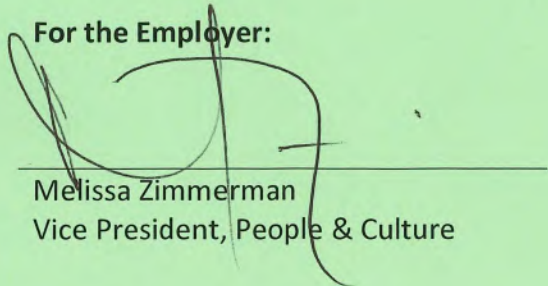


Shawn Lakusta
Union Representative, MoveUP Local
378

Jan
19, NOV 19 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

Jan
19, NOV 19 2023

Date

21 March 2023

AGREEMENT

1. The following provisions shall take effect and be binding upon the Employer and the Union for the period commencing April 1, 2019~~22~~ and ending March 31, 2022~~25~~, 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.

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 Union 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.

8. 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.

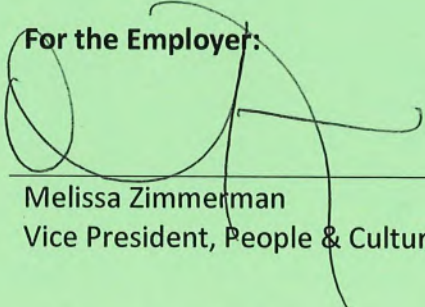
For the Union:


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 21 2023

Date

For the Employer:


Melissa Zimmerman
Vice President, People & Culture

MAR 21 2023

Date

7 February 2023

**ARTICLE 1.07
EMPLOYEE DEFINITIONS**

e) Casuals

An employee hired on an as-and-when required basis. **Shifts and hours fluctuate week to week and are not guaranteed.** 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 20.16% of straight time base rate biweekly earnings as defined in Subsection 10.01 (f) paid on a biweekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

i. Definition

Casual employees may be employed to work full shift or part shifts on continuous or intermittent basis in capacities such as:

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 three 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

ii. Work Week

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

iii. General Availability

Casual employees must submit their availability to their Supervisor upon starting employment. Availability must meet the Employer's requirements and include evenings and weekends for shift workers. Employees can submit changes to their availability, up to a maximum of four times per calendar year, aligning with shift sign-up, but must still meet the 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 utilize same day shift trades where operational requirements allow.

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 six times within a calendar year. The Employer and Union job steward shall meet to discuss the bona fides **reasons** 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

1. The Employer shall offer casual work in an equitable manner, providing the casual employee:
 - a) Is registered to work in the department where the work exists;
 - b) has the qualifications and capabilities to perform the work being relieved; and
 - c) has been orientated to the department
2. 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.
3. 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.

v. Telephone Call-In

1. A casual employee shall normally be contacted during the periods of 0600 hours to 1700 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 notify casual employees at a number provided by the employee. The Employer shall commence by notifying the employee in the register who meets the criteria specified in (iii) (1).
5. All such contracts shall be recorded whether the employee accepts or declines the invitation to work or fails to answer. In the event of a dispute within 21 calendar days of the shift the Union shall have reasonable access to the records

6. In the event that relief is requested with less than 24 hours' notice, the date and time of the notification shall be recorded.

vi. Alternative Process for Casual Call-In

The Employer may introduce a process for the assignment of casual work. 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.

vii. Cancellation of Casual Work

All casual work is subject to cancellation. Should a casual shift be cancelled, and the Employee is contacted with less than 24 hours notice prior to the start of the shift, then 2 hours at the Employee's straight time rate will be paid.

For the Union:

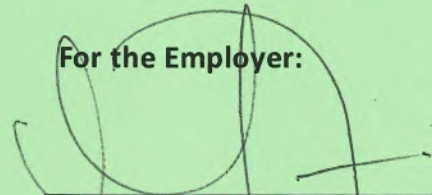


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 07 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

Feb 7, 2023

Date

November 17, 2022

**ARTICLE 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~~ **Complaints, Disputes, Misunderstandings – Stage 1**

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor with or without Union job steward as soon as possible, but not later than 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**

An employee through a Union job steward 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 20 working days following either:

- (i) the unresolved discussion of a complaint, dispute or misunderstanding; 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~~ **People and Culture** 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 their Job Steward not later than five working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's ~~Labour Relations~~ **People and Culture** Department.

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

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

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

A job selection grievance shall be initiated in writing at Stage ~~III~~ **II** by an affected applicant or their Job Steward not more than 20 working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate ~~Human Resources~~ **People and Culture** 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 ~~III~~ II 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 working-days from the date the grievance was discussed at Stage ~~III~~ II.

A grievance not settled at Stage II may be referred by written notice to Stage-III within 15 working days of receipt of the decision at Stage II. Either party shall have the right to apply for expedited arbitration following Stage II.

d) Stage III – Standing Committee

A Standing Committee will be established with two senior members from the Employer and two 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.

Should the Parties fail to reach agreement within ten 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 their judgment, and their decision shall be final and binding on the Parties and upon the employee(s) affected.

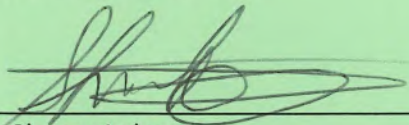
(ii) Each Party shall pay one-half of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.

(iii) 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.

(iv) 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 their wages lost by reason of their 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.

For the Union:

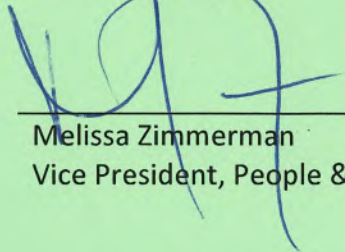


Shawn Lakusta
Union Representative, MoveUP Local
378

NOV 17 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

NOV 17 2022
NOV 17 2022

Date

23 March 2023

**ARTICLE 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.

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 163.0581.25

Monthly Salary Scales
Effective April 1, 201922

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,685	2,805	2,895	2,980	3,099	3,218
2	2,929	3,064	3,155	3,250	3,381	3,511
3	3,194	3,332	3,442	3,550	3,687	3,824
4	3,481	3,638	3,750	3,870	4,019	4,172
5	3,793	3,964	4,096	4,216	4,378	4,553
6	4,144	4,321	4,465	4,599	4,779	4,965
7	4,518	4,716	4,865	5,016	5,212	5,414
8	4,928	5,144	5,304	5,464	5,688	5,909
9	5,368	5,605	5,786	5,965	6,200	6,447
10	5,860	6,118	6,313	6,506	6,758	7,026
11	6,389	6,676	6,887	7,099	7,381	7,672
12	6,974	7,287	7,518	7,744	8,050	8,366

**rates include \$0.25 per hour and a 3.24% GWI.*

Bi-Weekly Scales
Effective April 1, 2019~~22~~

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,235	1,290	1,332	1,371	1,425	1,480
2	1,347	1,409	1,451	1,495	1,555	1,615
3	1,469	1,533	1,583	1,633	1,696	1,759
4	1,601	1,673	1,725	1,780	1,849	1,919
5	1,745	1,824	1,884	1,939	2,014	2,094
6	1,906	1,988	2,054	2,115	2,199	2,284
7	2,078	2,169	2,238	2,307	2,398	2,490
8	2,267	2,366	2,440	2,514	2,616	2,718
9	2,469	2,579	2,662	2,744	2,852	2,966
10	2,695	2,814	2,904	2,993	3,109	3,232
11	2,939	3,071	3,168	3,265	3,395	3,529
12	3,208	3,352	3,458	3,562	3,703	3,849

*rates include \$0.25 per hour and a 3.24% GWI.

~~Monthly Salary Scales - - - - -
Effective April 1, 2019 - - - - -
- - - - -~~

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,460	2,572	2,656	2,736	2,846	2,957
2	2,688	2,813	2,898	2,987	3,109	3,229
3	2,935	3,063	3,165	3,266	3,394	3,521
4	3,202	3,348	3,452	3,564	3,703	3,845
5	3,492	3,652	3,774	3,886	4,037	4,199
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	4,889	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, 2019~~23~~

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,832	2,959	3,054	3,144	3,269	3,395
2	3,090	3,232	3,328	3,429	3,567	3,704
3	3,370	3,515	3,631	3,745	3,890	4,034
4	3,673	3,838	3,956	4,083	4,240	4,402
5	4,002	4,182	4,321	4,448	4,619	4,803
6	4,372	4,559	4,711	4,852	5,042	5,238
7	4,766	4,975	5,132	5,292	5,499	5,712
8	5,199	5,427	5,596	5,765	6,000	6,234
9	5,663	5,914	6,105	6,293	6,541	6,801
10	6,182	6,455	6,660	6,864	7,130	7,413
11	6,740	7,043	7,266	7,489	7,787	8,094
12	7,357	7,688	7,932	8,170	8,493	8,827

*rates include 5.5% GWI. Cost of Living Adjustment (COLA) of 1.25% in addition to above rates is subject to MOA: Cost of Living Adjustment (COLA)

Bi-Weekly Scales

Effective April 1, 2019~~23~~

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,303	1,361	1,405	1,446	1,504	1,562
2	1,421	1,487	1,531	1,577	1,641	1,704
3	1,550	1,617	1,670	1,723	1,789	1,856
4	1,689	1,765	1,820	1,878	1,950	2,025
5	1,841	1,924	1,988	2,046	2,125	2,209
6	2,011	2,097	2,167	2,232	2,319	2,409
7	2,192	2,289	2,361	2,434	2,529	2,627
8	2,392	2,497	2,574	2,652	2,760	2,868
9	2,605	2,720	2,808	2,895	3,009	3,129
10	2,844	2,969	3,064	3,157	3,280	3,410
11	3,101	3,240	3,342	3,445	3,582	3,723
12	3,384	3,536	3,649	3,758	3,907	4,060

*rates include 5.5% GWI. Cost of Living Adjustment (COLA) of 1.25% in addition to above rates is subject to MOA: Cost of Living Adjustment (COLA)

~~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

Monthly Salary Scales

Effective April 1, 201924

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,889	3,019	3,115	3,207	3,335	3,463
2	3,152	3,297	3,395	3,497	3,639	3,778
3	3,437	3,586	3,704	3,820	3,968	4,115
4	3,746	3,915	4,035	4,165	4,325	4,490
5	4,082	4,266	4,407	4,537	4,712	4,899
6	4,459	4,650	4,805	4,949	5,143	5,342
7	4,861	5,075	5,235	5,398	5,609	5,826
8	5,303	5,536	5,708	5,880	6,120	6,359
9	5,776	6,032	6,227	6,419	6,672	6,938
10	6,306	6,584	6,794	7,001	7,272	7,561
11	6,875	7,184	7,411	7,639	7,943	8,256
12	7,505	7,842	8,091	8,333	8,662	9,003

*rates include 2% GWI. Cost of Living Adjustment (COLA) of 1% in addition to above rates is subject to MOA: Cost of Living Adjustment (COLA)

Bi-Weekly Scales
 Effective April 1, 201924

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,329	1,389	1,433	1,475	1,534	1,593
2	1,450	1,517	1,562	1,609	1,674	1,738
3	1,581	1,649	1,704	1,757	1,825	1,893
4	1,723	1,801	1,856	1,916	1,989	2,065
5	1,878	1,962	2,027	2,087	2,167	2,254
6	2,051	2,139	2,210	2,276	2,366	2,457
7	2,236	2,334	2,408	2,483	2,580	2,680
8	2,440	2,546	2,626	2,705	2,815	2,925
9	2,657	2,775	2,864	2,953	3,069	3,191
10	2,901	3,029	3,125	3,221	3,345	3,478
11	3,163	3,305	3,409	3,514	3,654	3,798
12	3,452	3,607	3,722	3,833	3,985	4,141

*rates include 2% GWI. Cost of Living Adjustment (COLA) of 1% in addition to above rates is subject to MOA: Cost of Living Adjustment (COLA)

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

New – Partsperson Apprentice Wage Scale

Effective April 1, 2019~~22~~

	Apprentice (4 years)	Monthly Salary
75%	1 st year	\$3,773
80%	2 nd year	\$4,021
85%	3 rd year	\$4,270
90%	4 th year	\$4,519
	Apprentice (3 years)	
75%	1 st year	\$3,773
82%	2 nd year	\$4,121
90%	3 rd year	\$4,519
	Apprentice (2 years)	
75%	1 st year	\$3,773
90%	2 nd year	\$4,519

	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

Effective April 1, 202023

	Apprentice (4 years)	Monthly Salary
75%	1 st year	\$3,980
80%	2 nd year	\$4,243
85%	3 rd year	\$4,505
90%	4 th year	\$4,767
	Apprentice (3 years)	
75%	1 st year	\$3,980
82%	2 nd year	\$4,347
90%	3 rd year	\$4,767
	Apprentice (2 years)	
75%	1 st year	\$3,980
90%	2 nd year	\$4,767

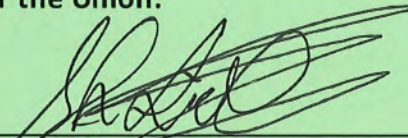
	Apprentice (4 years)	Monthly Salary
75%	1st year	\$3,543
80%	2nd year	\$3,779
85%	3rd year	\$4,015
90%	4th year	\$4,252
-	Apprentice (3 years)	-
75%	1st year	\$3,543
82%	2nd year	\$3,874
90%	3rd year	\$4,252
-	Apprentice (2 years)	-
75%	1st year	\$3,543
90%	2nd year	\$4,252

April 1, 2021-24

	<u>Apprentice (4 years)</u>	<u>Monthly Salary</u>
<u>75%</u>	<u>1st year</u>	<u>\$4,060</u>
<u>80%</u>	<u>2nd year</u>	<u>\$4,327</u>
<u>85%</u>	<u>3rd year</u>	<u>\$4,595</u>
<u>90%</u>	<u>4th year</u>	<u>\$4,863</u>
	<u>Apprentice (3 years)</u>	
<u>75%</u>	<u>1st year</u>	<u>\$4,060</u>
<u>82%</u>	<u>2nd year</u>	<u>\$4,434</u>
<u>90%</u>	<u>3rd year</u>	<u>\$4,863</u>
	<u>Apprentice (2 years)</u>	
<u>75%</u>	<u>1st year</u>	<u>\$4,060</u>
<u>90%</u>	<u>2nd year</u>	<u>\$4,863</u>

-	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

For the Union:

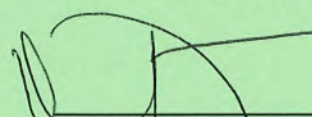


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 23 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 23 2023

Date

November 17, 2022

**ARTICLE 4.06
PARTSPERSON RED SEAL PREMIUM**

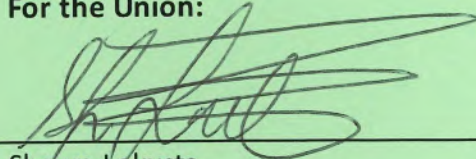
~~—Effective January 1, 2021~~

When working in a Partsperson (formerly titled Stockroom Clerk) position, employees will receive an hourly premium if they have their Partsperson Red Seal certification. 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 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 receiving the premium will not qualify for the training premium described in Article 4.04**

Employees who hold the Partsperson 3 Red Seal Certification, but are not employed in a Partsperson role will not be eligible for the premium.

For the Union:

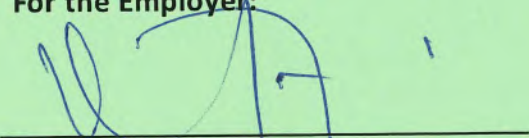


Shawn Lakusta
Union Representative, MoveUP Local
378

NOV 17 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

NOV 17 2022

Date

22 March 2023

ARTICLE 4.07

FLEET TRAINER/ INSPECTOR AND PROGRAM BUILD INSPECTOR

Effective April 1, 2022

The Fleet Trainer/Inspector and Program Build Inspector positions will be provided with a wage adjustment of \$0.50 cents/ per hour. The purpose of this adjustment is to recognize the progression from Mechanic to these roles.

For the Union:

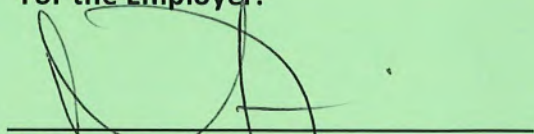


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 22 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 22 2023

Date

22 March 2023

**ARTICLE 7.04
PERMANENT PROMOTIONS**

Effective April 1, 2022

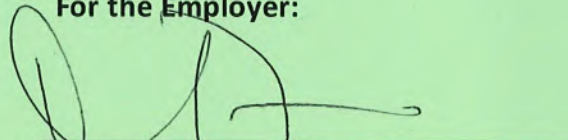
When an employee is promoted they will receive an increase of 5% on their base rate (or 5% per group of promotion, as the case may be) **and moved to the next higher step within the new scale.** ~~except that w~~ **Where** the resultant salary would be less than the minimum of the new job group they shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, they shall receive such maximum. **Thereafter progression along the new salary scale will be at 12 month intervals.**

For the Union:



Shawn Lakusta
Union Representative, MoveUP Local
378

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 22 2023

Date

MAR 22 2023

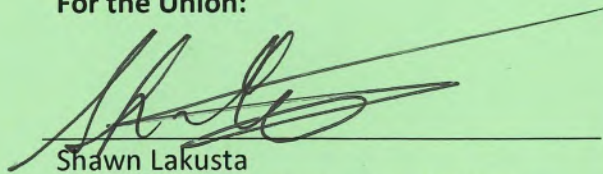
Date

19 October 2022

ARTICLE 9.06
ABANDONMENT OF POSITION

An Employee who fails to report for work without notifying the Employer within 5 consecutive work days and does not provide proof of extenuating circumstances, will be presumed to have abandoned their employment. The Employer will advise the Union of the situation.
It is the responsibility of Employees to maintain contact with the Employer, and to provide the Employer with their current phone number and address.

For the Union:

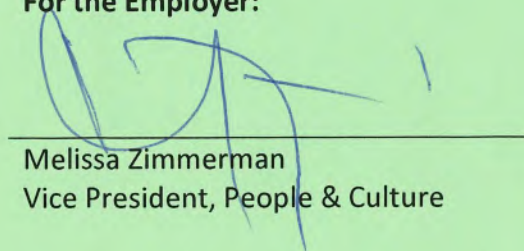


Shawn Lakusta
Union Representative, MoveUP Local
378

OCT 19 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

OCT 19 2022

Date

7 February 2023

**ARTICLE 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 35 hours per week. Employees will continue to work a normal week of five x seven and one-half hour days and shall receive 17 days a year Reduced Work Week Leave (RWWL).

- c) RWWL days:
 - i. May be scheduled to allow employees one full day off in each of the 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 17 days per calendar year in service.
 - ii. RWWL days will be front loaded at the beginning of each calendar year.
 - iii. Employees may group together five 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.
 - iv. Single, scheduled RWWL days are allowed to coincide with booked AV weeks.
 - v. 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.
 - vi. 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.
 - vii. If there are more than four 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.
 - viii. Any RWWL time that has not been used will automatically be paid out at the end of each calendar year.
 - ix. 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 hour with a 15 minute period of rest shall be permitted in the first and second half of a shift or one hour total. The lunch period should be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress. The one hour break should not be taken at the end of the shift.

(iii) Work Week - Standard - Monday through Friday

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

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 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".

f) Pre-scheduling to be for 12 week periods, or multiples thereof, with sign-up at least two weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.

g) RWWL will apply only to full-time regular employees.
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.

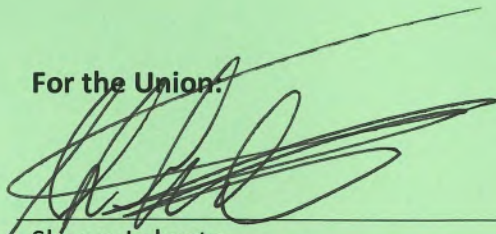
An equivalent percentage payment of RWWL will apply to non-full-time regular employees in accordance with Section 1.07 of the Agreement.

h) 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.

i) 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 the 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:

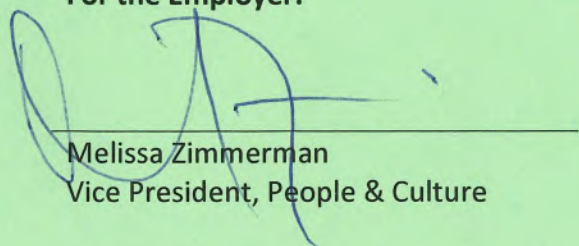


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 07 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 07 2023

Date

9 February 2023

**ARTICLE 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

Partsperson

Customer Relations Agent

~~Operations Services Clerk~~ Transit Dispatcher

Farebox & Supplies Clerk

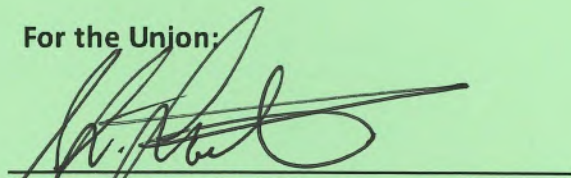
Warehouse Person

Maintenance Schedulers

Workforce Timekeeper

Service Reliability and Performance Analyst (Victoria Operations)

For the Union:



Shawn Lakusta
Union Representative, MoveUP Local
378

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

FEB 09 2023

Date

9 February 2023

ARTICLE 11.02

Where employees work shifts, they shall be governed by the following conditions:

(d) Work Year

An employee who does not receive 104 days off (excluding RWWL days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Subsection.

e) Lunch Periods

For shifts 5 hours or longer, the lunch period will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

f) Rest Period

A 15 minute period of rest shall be permitted in the first and second half of a shift **of 7.5 hours or more**. **Rest periods can be combined with the lunch period for a total of 1 hour; however, the 1 hour period cannot be taken at the end of the shift.**

For Shifts less than 7.5 hours, one 15 minute period of rest shall be permitted in the shift. The rest period can be combined with the lunch period (if applicable) for a total of 45 minutes; however, this period cannot be taken at the end of the shift.

For the Union:

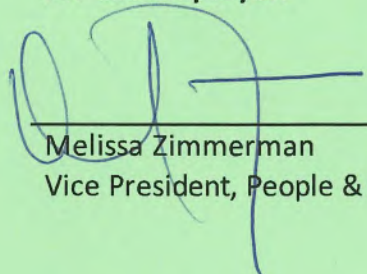


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 09 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

9 February 2023

**ARTICLE 11.04
SHIFT PREMIUMS**


Effective April 1, 2023

MA Sh.

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

Shift workers shall be paid a shift premium equal to ~~\$1.70~~ \$2.00 per hour for all hours of a specific shift that fall outside the day shift.

For the Union:

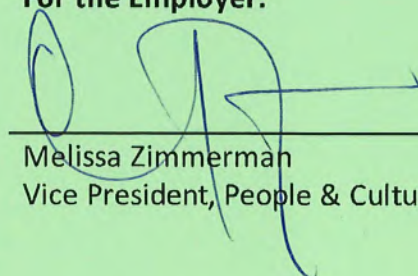


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 09 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

9 February 2023

**ARTICLE 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 to establish choice of shifts and days off to a maximum of four sign-ups per calendar year.

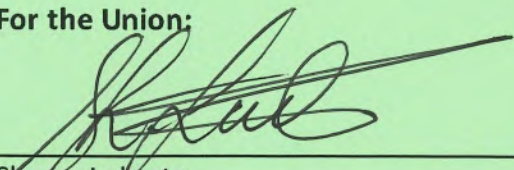
For the purpose of this section only, length of service will be defined as the length of continuous service during which the employee has been a regular employee within the group of shift workers that have elected to have a sign up.

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 week cycles.

- a) Sign-up will occur no less than six weeks before the schedule start date of the sign-up.
- b) Employees who will be returning to work during the life of the sign-up 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 one 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 Union Representative will assign the employee to a shift that most closely resembles their current shift.
- e) **Sign-ups will have a start and end date prior to the employee being assigned a sign-up date and time.**
- f) **Sign-up shifts will have a designated location prior to the employee being assigned a sign-up date and time with the exception of extraordinary circumstances.**

For the Union:

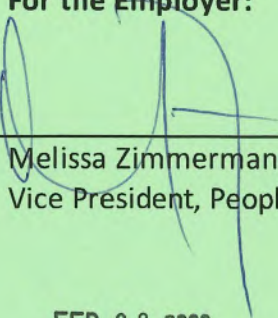


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 09 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

19 October 2022

**ARTICLE 13.03
ANNUAL VACATION ENTITLEMENTS**

An eEmployee shall earn their annual vacation entitlement for the calendar year. They may take their annual vacation anytime during that calendar year, however, should the eEmployee leave their employment from BC Transit during the calendar year, 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.


- b) Vacation Entitlements
In the calendar year of:

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

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

Employees will be entitled to one additional day of vacation for each year of service commencing in the 25th calendar year of service, until a total of 35 vacation days has been reached.

For the Union:

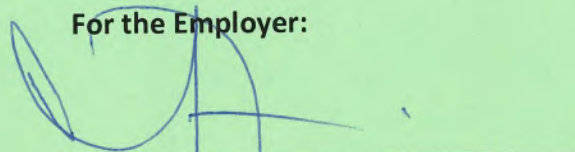


Shawn Lakusta
Union Representative, MoveUP Local
378

OCT 19 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

OCT 19 2022

Date

November 17, 2022

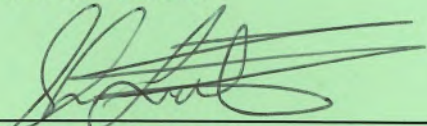
UNION Proposal 16

ARTICLE 13.06
BROKEN VACATIONS

Vacations may be taken in broken periods but normally at least two weeks of the year's entitlement ~~must~~ may be taken as a continuous period.

Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have selected one period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

For the Union:

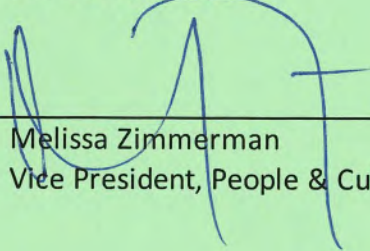


Shawn Lakusta
Union Representative, MoveUP Local
378

NOV 17 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

NOV 17 2022

Date

19 October 2022

ARTICLE 14.01

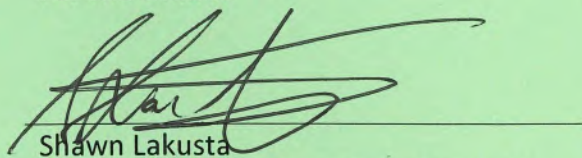
The following are acknowledged as statutory holidays:

- | | |
|----------------|------------------|
| 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 |

Day for Truth and Reconciliation

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:

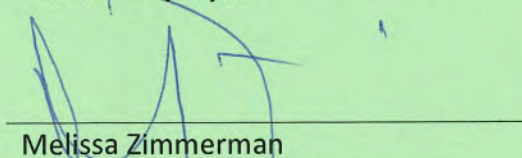


Shawn Lakusta
Union Representative, MoveUP Local
378

OCT 19 2022

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

OCT 19 2022

Date



Bargaining Proposal

Union:	MoveUP Local 378		
Date:	March 22, 2023	Version:	V7. UP 18 Counter

Article	Title
15	SICK LEAVE ALLOWANCES
15.01	Current Sick Leave Allowances

15.01 CURRENT SICK LEAVE ALLOWANCES

1. All employees are entitled to 5 days of paid leave per year for any personal illness or injury. The Employer may request reasonable sufficient proof of illness or injury.

You must have worked for the Employer for at least 90 calendar days to be eligible for the paid sick days.

2. All employees **Full Time Regular, Full Time Temporary, Part-Time Regular and Part-Time Temporary (excluding those hired as** ~~except~~ casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as provided except when such an injury or illness is covered and compensated by WorkSafeBC payments. The employee shall report to their Supervisor the injury or illness which required their absence as soon as may be reasonably possible.

- a) In the year of hire no paid sick leave will be granted during the first three months of service but at the end of three months' service, the employee will have a paid sick leave allowance of ~~three~~ **7** days set up which will be effective retroactive to the employee's entered service date. ~~The employee will have this increased by one day for each additional month of service to a maximum of five days.~~
- b) In the calendar year in which the first anniversary occurs, the employee will be granted ~~ten~~ **10** days.
- c) Thereafter at the commencement of each year, ~~five~~ **5** additional days will be granted for each year of service to a maximum of 100 days.

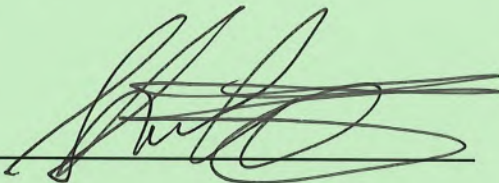
- d) Vacation relief employees will not be granted paid sick leave during the first four months of service, but at the end of four continuous months of service will have a paid sick leave allowance of four days set up. This will be increased by one additional day following the fifth continuous month of service.
- e) All employees that have been employed with the Employer for at least 90 calendar days shall be entitled to up to 3 days of unpaid sick leave per calendar year. This leave must not be taken as partial days and does not have to be taken consecutively.
- f) Casual employees and those hired for vacation relief will be granted paid and unpaid sick leave in accordance with all articles in 15.01 (1)

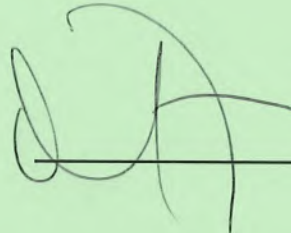
E&OE

Signed off this 22nd day of March 2023

Union

Employer







(Canadian Office and Professional Employees Union, Local 378)

**BC Transit Proposals
2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: February 07, 2023	Time:
UP 19	15.04	<i>Amend V3</i>	

ARTICLE 15 - SICK LEAVE ALLOWANCES

15.04 Medical Certificate Requirement

- a) Employees who are absent due to sickness for more than five days are required to submit a medical certificate on the prescribed form. Employees who are absent on frequent, short term absences due to sickness (more than four in a 12 month period) are **may be, at the employers discretion**, required to provide a medical certificate on the BC Transit / Union sick leave form for the next absence. Employees on sick leave or income continuance must continue to be available in the vicinity of their work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form.
- b) The Employer may require an employee who is absent due to sickness exceeding 30 continuous calendar days to submit a medical certificate on the prescribed form.
- c) Medical Examinations

Those persons responsible for administering the return to work program shall have the ability to require an employee to undergo a medical examination by a doctor of the employee's choice in cases of excessive absenteeism. The Employer will pay the doctor's charges levied for completion of this report.

E&OE
Signed off this 21st day of March 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit Proposals
2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 18, 2022	Time:
UP 21	16.01	<i>Amend</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 \$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

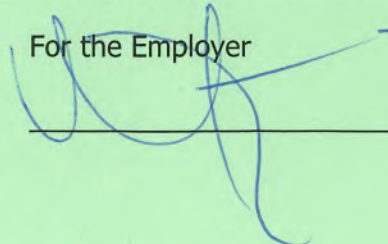
- ◆ Upon hire one outerwear jacket, two trousers, one fleece jacket, three shirts, golf shirts (through company supplies), and thereafter replacement on proof of need.

E&OE
Signed off this 20th day of October 2022

For the Union



For the Employer

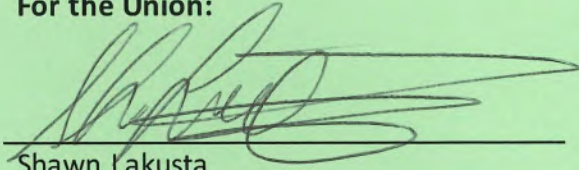


November 17, 2022

**ARTICLE 16.03
SAFETY SHOES**

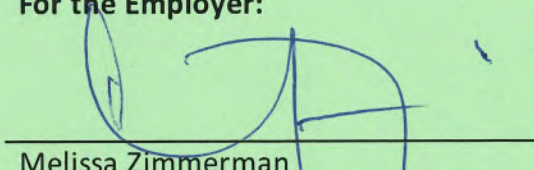
Employees who are required to wear safety toed footwear in designated areas will receive a shoe allowance up to a maximum of ~~\$200.00 for one pair per year or~~ \$400.00 per two year period. **This allowance can be utilized to purchase a maximum of two pairs of shoes within that two year period**, -with replacement being on proof of need. The footwear purchased must be CSA approved and suitable for the work performed.

For the Union:



Shawn Lakusta
Union Representative, MoveUP Local
378

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

NOV 17 2022

Date

NOV 17 2022

Date

22 March 2023

ARTICLE 17.03 - UP
TRAVEL STATUS COMPENSATION

Effective April 1, 2023

a) Regular Scheduled Work Day

All time travel status will be compensated at straight time. **Travel time is paid out during the pay period earned.** 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 purpose of overtime. If an employee is consulted outside of regular hours by their manager or supervisor, provisions of article 12.05 b) will apply.

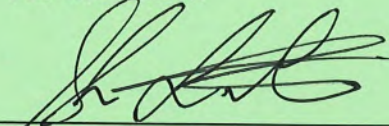
An employee may work and travel on the same day. There should be mutual agreement between the employee and their manager as to whether the employee-travels the same day. If 13 hours work and travel combined are exceeded the employee will be paid double time for all hours beyond 13 hours.

b) Regular Scheduled Day Off

When on travel status on a regular scheduled day off or a statutory holiday **the employee will be compensated at double time or straight time and time off in lieu by mutual agreement.** ~~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 **the** hours spent on travel status up to a maximum seven and one-half 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.

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.

For the Union:



Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 22 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 22 2023

Date



(Canadian Office and Professional Employees Union, Local 378)

BC Transit Proposals 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: March 22, 2023	Time:
UP 24	19.16	<i>Amend V3</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.

CANADIAN ARMED FORCES

- 1) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces shall be granted leave of absence as follows:
 - a) Without Pay - where an employee is required to take annual training with His Majesty's reserve forces;
 - b) Without Pay - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
 - c) Without Pay - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.
- 2) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their Annual Vacation entitlement for these activities.

E&OE

Signed off this 22nd day of March 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Transit Proposals 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: March 22, 2023	Time:
UP 26	21.01	<i>Amend V3</i>	

ARTICLE 21 – BENEFITS PLAN

Changes effective April 1, 2023.

21.01 Medical Coverage and Extended Health Benefits

- a) 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.

- b) Eligible employees as outlined in article 1.07 shall be covered by an Extended Health Care Plan and are required to register with Fair Pharmacare. The EHC Plan will include the following:
- (i) Eyeglass, laser eye surgery and eye exam Coverage ~~\$700~~ \$750 per person every 24 months as of ~~January 1, 2021;~~ *April 1, 2023*
 - (ii) Hearing Aid Coverage at ~~\$1000~~ \$2000 maximum for each ear, renewable each five years. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision;

E&OE

Signed off this 22nd day of March 2023

For the Union

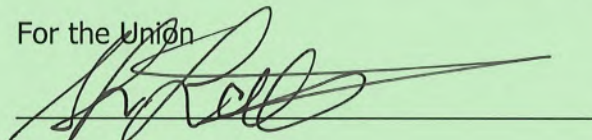
For the Employer

- (iii) Voluntary annual auditory testing including reimbursement to a maximum of \$100 every five years for hearing protection approved by both the Workers' Compensation Board and the Motor Vehicles Branch;
- (iv) ~~\$1,000,000~~ \$2,000,000 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.
- (ix) Paramedical (as defined in the plan) increased to ~~\$600~~ \$750 annually as of ~~January 1, 2021:~~ April 1, 2023 *MZJ*
 - acupuncturist
 - chiropractor or osteopath
 - massage
 - naturopath
 - physiotherapist and athletic therapist combined
 - podiatrist
 - speech language pathologist
- (x) \$1500 in coverage for Psychologists (includes registered clinical counsellors, social workers or psychologists combined) annually
- (xi) The deductible for the benefits as outlined in the plan shall be (\$25.00) per year and the benefit levels shall be insured at (80%) percent of the benefit

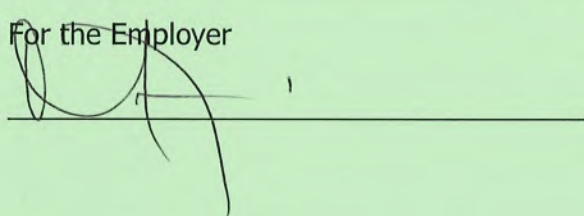
b) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of hire, except when the date of hire is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four 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

E&OE
Signed off this 22nd day of March 2023

For the Union



For the Employer



of the fifth month of continuous service.

- c) 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.
- d) Members of the Union who retire from the Employer's service on pension and who have completed ten years of service may continue to be covered under the 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".

Prescription Drugs: Cost of prescription drugs dispensed by pharmacist, physician, dentist or primary healthcare nurse practitioner. This benefit includes life sustaining drugs, Vitamin B12 (for pernicious anemia), allergy serums, anti-obesity drugs, smoking cessation drugs, contraceptives vaccines and fertility drugs. This benefit does not include food supplements, erectile dysfunction drugs, medications used to treat or replace an addiction or habituation (except methadone), drugs which can be bought without prescription, or drugs not approved under the Food & Drugs Act for sale and distribution in Canada.

E&OE

Signed off this

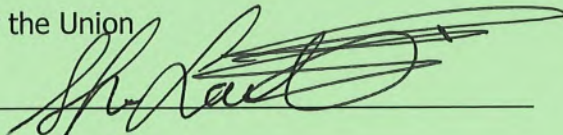
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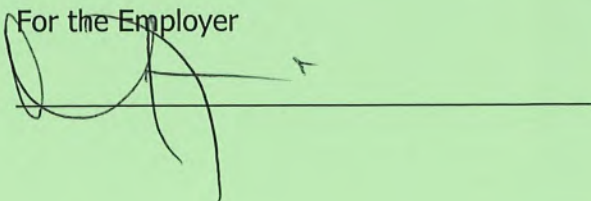
March

20 23

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

BC Transit Proposals 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: March 22, 2023	Time:
UP 27	21.03	<i>Amend V3</i>	

ARTICLE 21 - BENEFIT PLANS

Changes effective April 1, 2023.

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~~ 100% co-insurance), Plan B (75% 80% 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 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
- Periodontal bone and tissue grafting

E&OE
Signed off this 22nd day of March 2023

For the Union

For the Employer

18 January 2023

**ARTICLE 23.02
MONITORING**

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

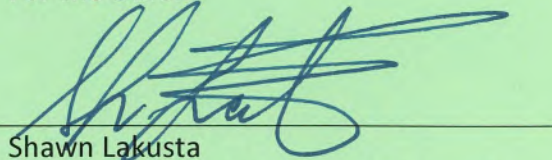
In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee and the Union will be advised that such monitoring is to occur.

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

d) The Employer will adhere to the Freedom of Information and Protection of Privacy Act (FOIPPA) Legislation when electronic monitoring is utilized.

For the Union:

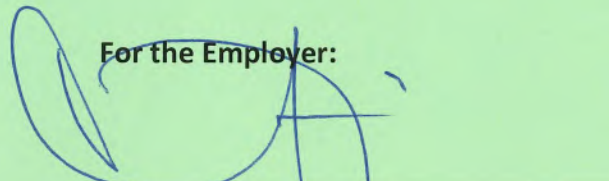


Shawn Lakusta
Union Representative, MoveUP Local
378

Jan
NOV 18 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

Jan
NOV 18 2023

Date



(Canadian Office and Professional Employees Union, Local 378)

**BC Transit Proposals
2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: February 07, 2023	Time:
UP 29	23.04	<i>Amend V2</i>	

ARTICLE 23 - PERSONAL RIGHTS

23.04 Joint Investigation Committee

The Parties agree to form a Joint Investigation Committee (JIC) whose function shall be to investigate complaints related to harassment and discrimination. This Committee will be comprised of two representatives selected by the Employer and two representatives selected by the Union. At least one member of this Committee from each side must be a woman. The parties agree that the investigators are required to be impartial and not responsible for disciplinary decision making. The Parties shall not solicit complaints.

The Employer shall be responsible for the training of the Committee.

E&OE

Signed off this 21st day of March 20 23

For the Union

For the Employer

7 February 2023

ARTICLE LOA #1

Non-Regular Hours of Work for Safety & Training Officer

LETTER OF AGREEMENT #1

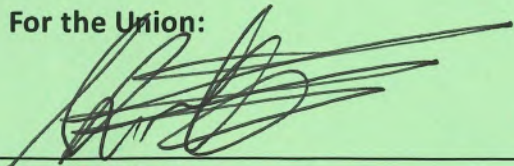
(Formerly LOU #5)

RE: Non-Regular Hours of Work for Safety & Training Officer

Where the Employer ~~required~~ **requires** that training duties be performed outside of the regular hours of work for the Safety & Training Officer job category, the following shall apply:

1. All ~~such~~ **Work needing to be covered** will be offered by the Employer to all employees working within the above job category, on a strictly voluntary basis.
2. **Work needing to be covered that is part of a new hire training program will be scheduled by the employer and the employee will provide known scheduling conflicts at this point. Rescheduling will not be unreasonably withheld.**
3. **In the event of unforeseen circumstances within the schedule, employees will notify the employer within 3 working days of the scheduled day if unable to work outside of the regular hours of work.**
4. The Employer will make every effort to ensure that the work is distributed on an equitable basis amongst the employees who are eligible, ~~and~~ **and** qualified, ~~and willing to perform the training stated herein.~~
5. The Union agrees to expand the hours of work provisions and authorized variations set out in Article 10.01(d) of the Collective Agreement to accommodate the circumstances described above only.
6. Employees performing work as described in this Letter of Agreement shall be paid their regular straight-time rate of pay for all time worked that does not exceed **7 hours and 30 minutes** ~~½ hours~~ per day.
7. Article 12 of the Collective Agreement shall apply for all time worked beyond **7 hours and 30 minutes** ~~½ hours~~ per day.
8. The Employer will compensate employees working in accordance with this Letter of Agreement by paying the Shift Premium for all hours worked outside the defined hours of day shift as set out in Article 11.04 of the Collective Agreement.
9. Except as expressed herein, the Letter of Agreement is not intended nor is it to be relied upon to enhance or diminish any other provision of the Collective Agreement. Furthermore, the Union and the Employer hereby agree that no precedent is set and neither party is prejudiced in anyway by this agreement.

For the Union:

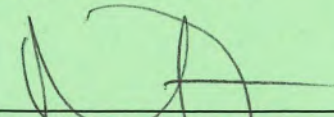


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 07 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 07 2023

Date

22 March 2023

**ARTICLE LOU 7
JOB SHARE AGREEMENT**

The Employer developed ~~commits to developing~~ a Job Share **arrangement option** Agreement **as part of the Flexible Work Arrangement** policy. ~~within six months of the ratification of this Agreement which will then be included in this LOU by a future amendment.~~


Job sharing is defined as an arrangement in which two regular employees share a full-time job. Compensation, benefits, leave entitlements (including stat holidays) and pensionable salary/service are pro-rated.

As per the BC Transit Flexible Work Arrangement Policy PC 2.42.

Starting and Ending a Flexible Work Arrangement:

- Approval of a flexible work arrangement will be on a case-by-case basis and at the sole discretion of BC Transit, and may be rejected if the arrangement does not meet BC Transit's business needs
- The arrangement may be terminated by either the employee or the employer with 30 days written notice. Reasonable notice of the change may be influenced by employee performance, existing space in the office, or health and safety to the employee
- Understanding of the applicable confidentiality, ergonomic, technology and other requirements specific to the type of flexible work arrangement an employee is entering into must be agreed upon by completing a Flexible Work Agreement

For the Union:

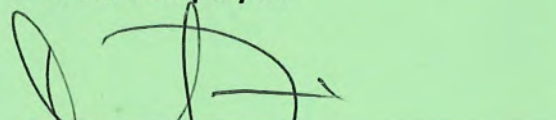


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 22 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 22 2023

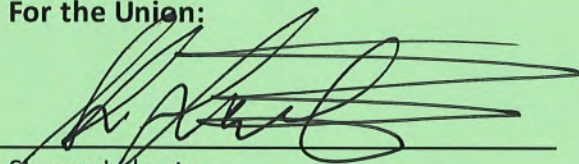
Date

22 March 2023

**ARTICLE LOA – NEW
Union Education Fund**

The Employer will pay \$15,000 into a special fund for the purpose of providing Union Education in Year One of the agreement and will be utilized in the term of the current agreement. The special fund will be available to the Union for the duration of the current Collective Agreement, until fully depleted. Said monies will be paid by the Employer at the time of ratification into a trust fund established by the Union for this purpose.

For the Union:

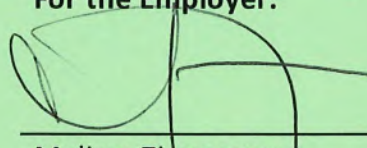


Shawn Lakusta
Union Representative, MoveUP Local
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MAR 22 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 22 2023

Date

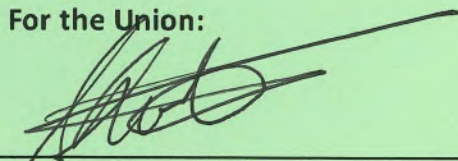
9 February 2023

**ARTICLE LOA NEW
WAREHOUSE PERSON**

The Provincial Distribution Centre (PDC) will be relocating to an offsite and dedicated location in approximately spring of 2024 in order to appropriately support the BC Transit distribution requirements.

This move will require the Warehouse Persons position to transition into the Shift Worker category when the new PDC is finished.

For the Union:

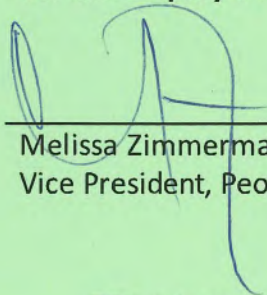


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 09 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

9 February 2023

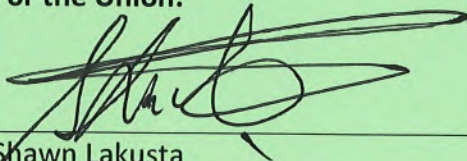
ARTICLE LOA NEW

Dispatch Department: Shift Work, Non-Standard Hours and Seniority

In order to recognize the continuous nature of the operational support within the Dispatch Department, an exception may be made to the workday schedule for Workforce Timekeeper and Transit Dispatcher positions, which may be 7 hours and 30 minutes with a paid 30 minute break in lieu of coffee breaks. Exceptions may be made based on operational requirements.

As the Transit Dispatchers were split from one position to two (Transit Dispatchers and Workforce TimeKeepers) these positions will maintain their seniority as one group for the purpose of sign-up.

For the Union:

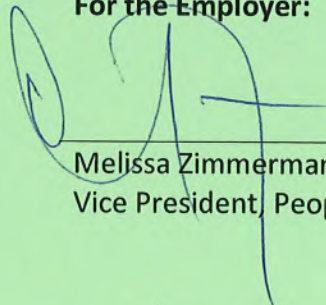


Shawn Lakusta
Union Representative, MoveUP Local
378

FEB 09 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

FEB 09 2023

Date

21 March 2023

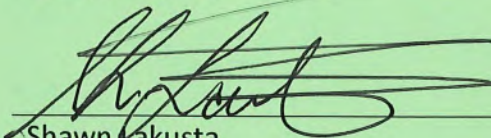
MEMORANDUM OF UNDERSTANDING
Re: Cost of Living Adjustments (COLA)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Article 4.01 of the collective agreement means the Latest 12-month Average (Index) % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

For the Union:

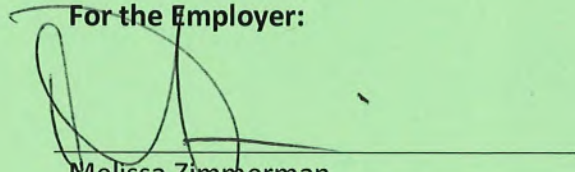


Shawn Lakusta
Union Representative, MoveUP Local
378

MAR 21 2023

Date

For the Employer:



Melissa Zimmerman
Vice President, People & Culture

MAR 21 2023

Date