

## **MEMORANDUM OF AGREEMENT**

BETWEEN

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
(TRANSLINK)**

(The "Employer")

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378  
(MOVEUP)**

(The "Union")

**WHEREAS:**

- A. The Employer and the Union (the "Parties") are bound to a Collective Agreement effective from April 1, 2022, through March 31, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from April 1, 2023, to March 31, 2026, with the changes set out in this Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective on the ratification date by both Parties unless specifically stated otherwise.
5. All items not addressed herein will be considered withdrawn.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. Following ratification of this Memorandum of Agreement, the Parties agree to exchange draft copies of the resultant Collective Agreement in digital form within thirty (30) calendar days of ratification. The Parties agree that the objective will be to have the finalized Collective Agreement within sixty (60) calendar days of the date of ratification.

8. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.

Agreed to in Burnaby, British Columbia, this 7<sup>th</sup> day of December, 2023.

For the Employer:

  
\_\_\_\_\_  
Jalpa Ruparelia  
Director, Employee Relations

  
\_\_\_\_\_  
Tina Jansons  
Manager, Employee Relations

  
\_\_\_\_\_  
Marilyn Morley  
Director, IT Applications & Operations


  
\_\_\_\_\_  
Darren Wayda  
Labour Relations Advisor

  
\_\_\_\_\_  
Daniella Pettenon  
Labour Relations Analyst

  
\_\_\_\_\_  
Kayla Aitchison  
Confidential Assistant

For the Union:

  
\_\_\_\_\_  
Shawn Lakusta  
MoveUP Union Representative

  
\_\_\_\_\_  
Jennifer Froese  
Executive Councilor

  
\_\_\_\_\_  
Safar Alikhani  
Executive Board Member

## 1. TERM

The term of the collective agreement will be three (3) years commencing April 1, 2023 and ending March 31, 2026 and shall be reflected in item 1 of the Recital to this Collective Agreement.

## 2. SALARY INCREASE

The following increases will apply to all classifications, applicable on base salaries as of March 31 of each year or as noted below.

**April 1, 2023: 6.75%**

**Effective April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve (12) months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%**

**Effective April 1, 2025: 2.74% + \$0.25**

## 3. SIGNED OFF DOCUMENTS

<b>Article/LOA Number:</b>	<b>Subject:</b>
N/A	Font, Formatting, List Convention
N/A	Recital
N/A	Re-number LOAs
N/A	Wages
Article 1.04	Leave of Absences
Article 1.07(d)	Full-time Temporary – Parental Leave
Article 2.01	Union Security and Deduction of Dues
Article 2.05	Union Training Fund
Article 3.03	Grievance Procedure
Article 3.07(5)	Expedited Arbitration
Article 4.01	Salaries
Article 4.01(b); 4.02(g); 5.10; 7.04	Remove Reference to Non-Office Jobs and Floor Rates
Article 4.02	Length of Service
Article 4.05	Second Language Premium
Article 5.02	New Job Classifications
Article 5.05	Job Evaluation Review Process
Article 7.11(a)(i)	Job Postings
Article 13.03	Minimum Time Off Requirements
Article 13.03	Annual Vacation Entitlement
Article 13.04	Payment of Vacations
Article 14.01	Statutory Holiday
Article 19.01(c)	Leave of Absence – Banked Time
Article 19.07	SEB Top-Up
Article 19.17	Gender Transition Leave
Article 20.06	Training
Article 21.01(b)	Extended Health Coverage

Article 21.04(d)  
Article 23.01  
Article 24.01  
Article 25

Benefits – WorkSafe  
Respectful Workplace  
Employee Personnel Files  
Job Group Listings

LOA #8  
LOA #11  
LOA #XX

Sick Leave Committee  
BTS Services Provided to TSML  
Cybersecurity

All other Letters of Agreement are considered to be renewed and unchanged unless specifically deleted or amended above.

**The following is a list of letters, provided by the Employer to the Union, during the course of collective bargaining. It is understood that these letters do not form part of the Collective Agreement.**

**Date of Letter:**

**Subject:**

November 29, 2023  
November 30, 2023

Workload Management  
Training

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the formatting of the entire Collective Agreement as follows:

1. List Convention

Throughout the collective agreement, all numbering will be updated to

(a) Level 1

    i) Level 2

        1) Level 3

            (a) Level 4

2. Remove use of words when numbers are written.

3. The font shall be Tahoma 11 throughout the agreement.

4. The Employer will update the collective agreement upon the completion of bargaining.

5. Change Company to Employer throughout the collective agreement.

For TransLink:

Solpa Ruporelia

Tina Jansons

JM.

Mandy Mody

Karr

[Signature]

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language to commence collective bargaining in the entire Collective Agreement as follows:

2. Either Party may at any time ~~within give to the other Party four (4) months~~ **immediately preceding the expiry of the Agreement or more may, by** written notice **require the other party to commence collective bargaining.** ~~of its intention to re-open the Agreement on that date or any day thereafter.~~ The Agreement shall be re-opened on the date specified in such notice.

For TransLink:

Salpa Kuparukia  
Jena Jansson  
Sh.  
Wendy Moly  
Kenneth  
[Signature]

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 20<sup>th</sup> day of November 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the renumbering of LOAs as follows:

Letter of Agreement #1 RE: Hours of Work "Hours of Work" and Headquarters – BC Transit Steno Pool

Letter of Agreement #2 Medical Examinations

Letter of Agreement #3 Job Share Agreements

Letter of Agreement #4 RE: Modified Work Week – Business Technology Services Division – Network Analyst

Letter of Agreement #6 #5 Sunday Premiums Committee

Letter of Agreement #7 #6 Retiree Benefits Committee

Letter of Agreement #8 #7 Sick Leave Committee

Letter of Agreement #9 #8 Remote Working Arrangements

Letter of Agreement #10 #9 Co-op and/or Summer Students

Letter of Agreement #11 #10 Modified Work Week for BTS Services Provided to TransLink Security Management Ltd. (TSML)

MoveUP & TransLink Sign-Off

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to a three year term commencing April 1, 2023 with wages being retroactive to April 1, 2023.

**Salary Increase**

The following increases will apply to all classifications, applicable on base salaries as of March 31 of each year or as noted below.

**April 1, 2023: 6.75%**

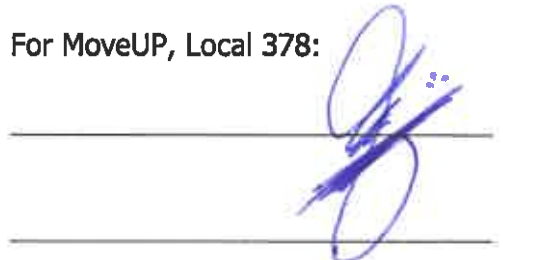
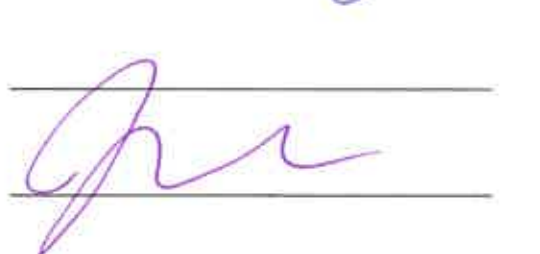

**Effective April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%**

**Effective April 1, 2025: 2.74% + \$0.25**

For TransLink:


For MoveUP, Local 378:

Dated this 7 day of December, 2023.



SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 1.04 as follows:

Article 1 – Recognition Clauses

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

The Employer will not charge the Union, for salaries of employees excused from work on Union business by arrangement with the Employer's Human Resources Division, where such time is one (1) day or less, or where it involves joint Union/Management committees or government sponsored conferences; for example, Labour-Management conferences.

It is the Union's intent to provide the Employer with as much advance notice as possible of requests to grant leave of absence to Executive Board Officers and Councillors of the Union to attend to union business in accordance with this Section of the Agreement. In any event, the Union will endeavor to give a minimum of one (1) weeks' notice of such requests. Further the Union agrees its Board members will notify their Supervisor, orally, as far in advance as possible, of scheduled Executive Board meetings.

**If the union provides a minimum of one weeks notice, the employer will endeavor to provide a response within 2 business days. The union acknowledges that, even if such a request is initially approved, this leave is in accordance with the regular operation of the department which is subject to change.**

For TransLink:

Talpa Ruparelia  
Jind Jansons  
Sh.  
Wendy Moley  
Kaur  
[Signature]

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 22 day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 1.07(d) as follows:

1.07 Employee Definitions

(d) Full-Time Temporary (FTT)

(i) Definition

**(1)** An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than ~~one (1)~~ year, **except for covering parental leave which can be up to 18 months**, or other situations mutually agreed by the Parties.

**(2)** If a temporary project, specific job or allied jobs exceeds a period of ~~one (1)~~ year, the Parties may mutually agree to a period in excess of ~~one (1)~~ year until the temporary project is completed. Otherwise, the position will be bulletined as a Full-Time Regular position. An employee may also be hired under this classification for purposes of vacation relief for periods up to ~~four (4)~~ months.

**(3)** 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.

Services of Full-Time Temporary employees may be terminated by giving or receiving ~~twenty-four (24)~~ hours' notice.

For TransLink:

For MoveUP, Local 378:

Salpa Ruponelä  
Jenni Jansson  
Al.  
Mishy Moly  
Kuu  
Woyt

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 2.01 as follows:

- (a) The Employer agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Employer, whichever event shall later occur, as a condition of continued employment by the Employer, become and remain members of the Union and that 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 provide the Union with the following:
  - i) Employee Information: Listing of MoveUP employees, including Employee number, name, job title, job group, job code, hire date, and seniority date. This list will be in compliance with the *Freedom of Information and Protection of Privacy Act*, and will be provided from Human Resources to the Union on a semi-annual basis (January and July of each year).
  
  - ii) Dues Deduction Information: Listing Employee name, department name and number, SIN, monthly dues on regular earnings, monthly actual regular earnings, monthly overtime dues, monthly overtime earnings, monthly regular and monthly overtime dues combined, initiation fees, assessment dues, calendar year-to-date total of regular and overtime dues combined; as well as a list of employees in the Union who did not pay dues and the reason why dues were not deducted; and a list of dues deduction information for employees in other jurisdictions who worked in the Union and therefore paid Union dues. This list will be in compliance with the *Freedom of Information and Protection of Privacy Act* and will be provided from Payroll to the Union on a monthly basis.
  
- (c) 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~~ **6 months** of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.

For TransLink:

Solpa Rupanelia

Kanittas

Sh

Wendy Wendy

Jina Jensen

[Signature]

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 21 day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to include Article 2.05 language as follows:

ARTICLE 2 - UNION SECURITY AND DEDUCTIONS OF DUES

**2.05 Union Training Fund**

**(a) The Employer will pay into a special fund \$5000 per year for the purpose of providing Union Education. Said monies will be paid by the Company on June 1 of each contract year, into a trust fund established by the Union for this purpose.**

For TransLink:

Talpa Ruparelia  
Tina Jansson  
Bl.  
Michelle Malgo  
[Signature]  
Kenn

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 1 day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 3.03 as follows:

It is intended by the parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of action on the part of the Employer or the date the employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) **All grievances must contain the following information:**

- (i) **The nature of the grievance and the circumstances surrounding the grievance;**
- (ii) **The provision(s) of the Agreement alleged to have been violated;**
- (iii) **The redress or remedy to resolve the grievance; and**
- (iv) **Any action taken by the complainant to resolve the grievance, if applicable, including the outcome of those actions.**

~~(b)~~ (c) Employee Grievances – Stage I

~~An employee or their Job Steward~~ **The Union** 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 Human Resources Division and it shall be discussed with ~~the employee or Job Steward~~ **Union** 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 Union~~, not later than ~~five (5)~~ 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 Human Resources Division.~~

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

~~(e)~~ **(d)** Stage II

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

A job selection grievance shall be initiated in writing at Stage II by **the Union** ~~an affected applicant or their Job Steward~~ not more than twenty (20) 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 the Human Resources Division and to the~~ Management representative who made the selection.

The Parties shall meet on a mutually satisfactory date to discuss the Stage 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 (5) working days from the date the grievance was discussed at Stage II.

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)~~ **(e)** Stage III – 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 (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

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

- (ii) Each Party shall pay one-half (1/2) 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 TransLink:

Julpa Ruparelia  
Jina Jansons  
Al.  
Franky Moly  
Kenn  
M. H.

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 3.07(5) as follows:

~~As the process is intended to be non-legal, unless otherwise agreed, lawyers will not be used to represent either Party.~~

For TransLink:

For MoveUP, Local 378:

Sapa Rupanelia

Teria Jansons

gph.

Marilyn Medley

Kurt

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 20th day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 4.01 as follows:

**4.01 Salary Increases**

**(a) The following wage increases will apply to all classifications.**

**Effective [DATE], a general increase to salary rates of X%.**

~~(a)~~ **(b)** 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.

~~(b)~~ **(c)** 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.

~~(c)~~ **(d)** Bi-weekly rates are computed on the basis of forty-six percent (46%) of monthly rates.

~~(d)~~ **(e)** For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

ED #4

For TransLink:

For MoveUP, Local 378:

Solpa Ruparelia

Tina Janson.

Ab.

Mindy Masly

Kevin

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 4.01; 4.02(g,h,i); 5.10; 7.04; 7.05; 7.07 as follows:

4.01 Salary Scales

- (a) 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.
- ~~(b) 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.~~
- (e) **(b)** Bi-weekly rates are computed on the basis of ~~forty six percent (46%)~~ of monthly rates.
- (d) **(c)** For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

4.02 (g,h,i) Length of Service Increases

- ~~(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 their first length of service increase in their new job on the same date as they would have been entitled to receive a length of service increase had they remained in their former job.~~

~~The length of service increase will be the appropriate dollar increment based on the new salary scale. Thereafter, they will progress on the dates applicable to their position on the new salary scale.~~

- (h) **(g)** Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) **(h)** 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 7.05(a) and will continue to receive their length-of-service increases on the new job on the same date as they would have received them had they been on the lower job. Employees who were at 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.

MoveUP & TransLink Sign-Off (Article 4.01; 4.02(g,h,i); 5.10; 7.04; 7.05; 7.07)

~~5.10 Jobs listed or agreed to be added to the non-office job list will not be covered by the Job Evaluation System.~~

#### 7.04 Promotions, Demotions and Transfers

The following definitions will apply in the event of job changes occurring within or between salary scale categories; ~~i.e. office to office, non-office to office, non-office to non-office or office to non-office.~~

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job **within the same job group**, which is neither a promotion nor demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than ~~two~~(2) consecutive working days and in the case of Subsections 7.06(a) and 7.06(b) is for ~~six~~(6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job until such maximum is raised to a level above their salary.
- (f) By definition, "blue circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- ~~(h) By Definition, "floor rate" shall mean a monthly amount paid to an employee consisting of their base rate plus a trade differential, as defined in Article 4.02.~~

#### 7.05 Permanent Positions

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

MoveUP & TransLink Sign-Off (Article 4.01; 4.02(g,h,i); 5.10; 7.04; 7.05; 7.07)

- ~~(b) When an employee is promoted from one floor rated job to another floor rated job they will receive an increase on their base rate in accordance with (a) above. Further, where the employee's old floor rate is lower than their new floor rate they will receive the new floor rate; but where the employee's old floor rate is higher than their new floor rate they will be red circled at their old floor rate.~~

~~When an employee is promoted from a floor rated job to a non floor rated job they will receive an increase on their base rate in accordance with (a) above. Further, where the employee's old floor rate is higher than their new base rate they will be red circled at their old floor rate.~~

- ~~(e) (b) When an employee is promoted from a position, they have taken under the provisions of Subsections 7.08(b) or (c) the following salary policy will apply:~~

- ~~(i) If the employee has been on the lower grouped job more than ~~one (1)~~ year they shall be promoted in accordance with Subsection 7.05(a) above.~~
- ~~(ii) If the employee has been on the lower group job less than ~~one (1)~~ year and is promoted to the same group they held prior to demotion, they will receive the salary they would have achieved had the employee remained on that higher job group level.~~
- ~~(iii) If the employee is promoted to a job group higher than that they held prior to their demotion, their salary will be determined by applying firstly the provisions of Subsection 7.05~~(e)(b)~~(ii) and then the provisions of Subsection 7.05(a).~~

## 7.07 Lateral Transfers

~~When an employee is, by definition, laterally transferred from one floor rated job to another floor rated job **within the same job group** they will retain their old base rate. Further, where the employee's old floor rate is lower than their new floor rate they will receive the new floor rate; but where the employee's old floor rate is higher than their new floor rate they will be red circled at their old floor rate.~~

~~When an employee is, by definition, laterally transferred from a floor rated job to a non floor rated job they will retain their old base rate and be red circled on their old floor rate.~~



For TransLink:

Talpa Ruparella

Jina Jansons

pl.

Marilyn Moody

Kearin

[Signature]

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 4.02(f) as follows:

Article 4.02 – Length-of-Service Increase

(f)

- (i) An employee will progress along the salary scale at one (1) year intervals until they reach the maximum of the salary range.
- (ii) Length-of-service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.
- (iii) An employee whose salary is equal to any step of their salary range will have their salary increased to the next higher step in that range.
- (iv) An employee whose salary is between steps of their salary range will have their salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length-of- service increase which would place them above the maximum of the salary range.
- (v) An employee who is promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length-of-service increase in conjunction with the point when a length-of-service increase would have occurred. Thereafter, progression along the new salary scale will be at twelve (12) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.
- (vi) **All regular hours worked in an acting capacity in any salary group shall count towards length of service increases.**

For TransLink:

Salpa Ruparelia

Ima Jansons

Ali

Marilyn Morley

Kumar

[Signature]

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 21<sup>st</sup> day of November 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to include Article 4.05 Second Language Premium as follows:

ARTICLE 4 – SALARY SCALES AND ALLOWANCES

**If an employee is required to use a language other than English, and it is not part of their job responsibilities, they will be paid a premium of 5% of their hourly rate for such time performing those duties.**

For TransLink:

Solpa Rupanelia  
Jenia Jansons  
Jh.  
Mandy Moly  
[Signature]  
Kasson

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 1<sup>st</sup> day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to update Article 5.02 New Job Classifications as follows:

**5.02 New Job Classifications Descriptions**

A new job ~~classification~~ **description** is defined for the purpose of this ~~Section~~ **Article** as:

- (a) A newly created job ~~classification~~ **description** which has not previously existed, or
- (b) Any job ~~classification~~ **description** within a ~~section~~ **department**, the duties of which have not been performed by an employee within that ~~section~~ **department** during the previous six (6) month period. Seasonal jobs, agreed training jobs, and jobs which are part of a hierarchy within a ~~section~~ **department** will not be considered as a new job ~~classification~~ **description** under this definition.
- (c) The introduction of a new lower level of an existing job ~~classification~~ **description** must be discussed with the Union thirty (30) days before implementation.

For TransLink:

Talpa Rupanelia  
Joni Jansson  
[Signature]  
Marilyn Morley  
[Signature]  
[Signature]

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 1<sup>st</sup> day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to update Article 5.05 Job Descriptions and Evaluations as follows:

**Article 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 Human Resources Division. Within ten (10) working days of receipt, the Employer will notify the Union of the request.

- (b) The Manager, Human Resources** ~~The Director, Human Resources or their designate,~~ will respond to and/or meet with the Incumbent to resolve the review within thirty (30) working days of such referral.

~~(b) Step Two~~

- ~~(c) Should such review not be resolved within sixty (60) working days of receipt by the Human Resources Division, it will be forwarded to the Director, Human Resources for resolution through the Job Evaluation Appeal process.~~

**Upon completion of the job evaluation review, the following information will be provided to the Union:**

- i. **Job description;**
  - ii. **Job evaluation factor analysis;**
  - iii. **Job questionnaire as appropriate.**
- (d) Within sixty (60) working days from the date the Union is notified of the completed job evaluation review, the Union may appeal the job evaluation. Appeals made by the Union shall be in writing to Human Resources and will include:**
- i. **Position being appealed;**
  - ii. **Reasons for appeal, including the relevant job factors being appealed; and**
  - iii. **If an existing position, the material change to the applicable job factors being appealed.**
- (e) Within thirty (30) working days of receipt of the Union's written appeal, Human Resources shall respond with any additional information that Human Resources deems relevant to the appeal.**

(f) If the Union does not agree with Human Resources' reply in Article 5.05(d), then the Union may, within fifteen (15) working days following receipt of Human Resources' response refer the matter to arbitration in accordance with Article 5.06.

The time limits referred to above may be extended by mutual agreement and such agreement will not be unreasonably withheld.

For TransLink:

Talpa Kuparelia  
Jini Jansons  
Ab.  
Marilyn Moly  
[Signature]  
\_\_\_\_\_

For MoveUP, Local 378:

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

Dated this 1<sup>st</sup> day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 7.11 (a)(i) as follows:

**Job Posting**

(a) All Union employees shall be provided with access to an Electronic Job Board through the Human Resources Information System (HRIS), where all Union job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of ~~five (5)~~ working days with the exception of the following:

(i) Temporary vacancies involving vacation relief or a duration of less than ~~four (4)~~ **8** months.

For TransLink:

For MoveUP, Local 378:

Lolita Ruparelis

Jina Jansons

Sh.

Marilyn Morley

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 1 day of December, 2023.



SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 13.03 as follows:

**Annual Vacation Entitlements**

Please refer to Article 1.07 for additional information on vacation entitlement for: Part- Time Regular, Full-Time Temporary and Casual Employees.

Employees shall earn their annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take their annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

(a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

**(b) Vacation Entitlements**

In the calendar year of:

\*1 to 7<sup>th</sup> Anniversary – 3 weeks

8<sup>th</sup> to 15<sup>th</sup> Anniversary – 4 weeks

16<sup>th</sup> to 22<sup>nd</sup> Anniversary – 5 weeks

23<sup>rd</sup> and later Anniversary – 6 weeks

**(c) Minimum Time Off Requirements**

**Employees with at least 12 months of service must take a minimum of 2 weeks of vacation entitlement each calendar year, which may be taken in broken periods.**

For TransLink:

Kyra Luparello

Tina Jansson

Al.

Kenn

Melissa Morley

NW

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 22nd day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 13.03 as follows:

Article 13 – Vacations

The parties agree to amend Article 13.03 as follows, however, it will not take effect until January 1, 2024, subject to ratification occurring before January 1, 2024:

(b) Vacation Entitlements

In the calendar year of:

- |   |           |
|---|-----------|
| *1 <sup>st</sup> – 7 <sup>th</sup> 6 <sup>th</sup> anniversary                    | - 3 weeks |
| 8 <sup>th</sup> 7 <sup>th</sup> – 15 <sup>th</sup> 14 <sup>th</sup> anniversary   | - 4 weeks |
| 16 <sup>th</sup> 15 <sup>th</sup> – 22 <sup>nd</sup> 21 <sup>st</sup> anniversary | - 5 weeks |
| 23 <sup>rd</sup> -22 <sup>nd</sup> and later anniversary                          | - 6 weeks |

\*Employees shall not take a vacation in their first anniversary year until they have completed six (6) months' continuous service.

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

For TransLink:

Lolita Kuparelia

Jina Jensen

gh.

Marilyn Medley

[Signature]

Kalvans

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 7 day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 13.04 as follows:

**Article 13.04 – Payment of Vacations**

**13.04 Payment of Vacations**

(a) (i) Current vacation will be paid based upon the greater of either:

(1) an employee's rate of pay at the time the vacation is taken or,

(2) depending upon their vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of their previous year's earnings, excluding vacation differential. 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 (1) or percentage (2) calculations above. ~~This adjustment Annual/Vacation differential be paid to all affected employees in two (2) payments.~~

~~Approximately fifty percent (50%) will be paid on a designated pay day no later than the last pay day in April of each year, and the remainder will be paid on the pay day immediately prior to Christmas of each year. Annual/Vacation differential will not be pro-rated for vacation deferred or banked.~~

For TransLink:

For MoveUP, Local 378:

Solpa Lupanella

Jenia Parsons

John

Windy Moody

[Signature]

Kenn

[Signature]

[Signature]

[Signature]

Dated this 29<sup>th</sup> day of November, 2023.

**SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023**

The Parties agree to update Article 14.01 Statutory Holidays as follows:

**Article 14 – Statutory Holidays**

**14.01**

For the purposes of this Agreement, the following is acknowledged as statutory holidays:

<b>New Year's Day</b>	<b>Labour Day</b>
<b>Family Day</b>	<b><u>National Day for Truth and Reconciliation</u></b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Easter Monday</b>	<b>Remembrance Day</b>
<b>Victoria Day</b>	<b>Christmas Day</b>
<b>Canada Day</b>	<b>Boxing Day</b>
<b>BC Day</b>	

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 TransLink:

Salpa Kuparelia

(Joni Jansons)

gh.

Marcus Morley

[Signature]

[Signature]

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 30<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 19.01(c) as follows:

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 manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation) that is available to that employee. In deducting such banked time, the **RWWL bank will be debited first, followed by the overtime bank, will be debited first, followed by deferred RWWL days**, and lastly banked Statutory Holidays. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two (2) hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

For TransLink:

For MoveUP, Local 378:

Salpa Kuparelia

Jenä Jansson

Jhr.

Marilyn Morley

Kaurer

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 22 day of November, 2023.



SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 19.07 as follows:

**19.07 Pregnancy Leave Supplemental Employment Benefit (SEB) Plan**

The objective of the SEB Plan is to supplement the Employment Insurance benefits received by regular employees with a minimum of one (1) year of service, who are on approved pregnancy leave pursuant to Article 19.06 of the Collective Agreement and who have given birth.

1. The SEB Plan will come into effect thirty (30) days after the date compliance authorization for the SEB Plan is received from Human Resources Development Canada (HRDC). It will remain in effect until the expiration date of this Collective Agreement.
2. Eligible employees will be paid a maximum of ~~six (6)~~ **18** weeks of top-up benefits under the SEB Plan.
3. The top-up shall be to 100% of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SEB Plan.
4. The first stage of top-up (currently the two (2) week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
5. The second stage of the top-up (following the two-week (2) EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
6. Regular earnings for purposes of this Article are defined as the employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
7. The Employer's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time off entitlements.
8. Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the Employer top-up retroactively.
9. The Pregnancy Leave SEB Plan will not reimburse employees for any EI "clawbacks".

10. Employees do not have a right to SEB Plan benefits except for supplementation of Pregnancy leave benefits under the Employment Insurance Act.

11. The Employer will inform Human Resources Development Canada (HRDC) of any changes in the SEB Plan within thirty (30) days of the effective date of the change.

For TransLink:

Talpa Ruparekha

Jina Jansons

Al.

Marilyn Walsh

[Signature]

\_\_\_\_\_

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]


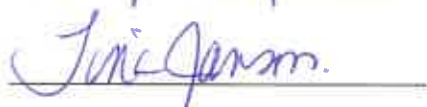




Dated this 1 day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023




The Parties agree to include Article 19.17 Gender Affirmation Leave as follows:

**An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo a gender affirmation procedure will be granted a leave of absence without pay during this period. Such leave shall only be granted for an employee who would not otherwise qualify for benefits under Article 21.04.**

For TransLink:

For MoveUP, Local 378:

Dated this 21<sup>st</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 20.06 as follows:

**Article 20.06 – Training**

**Where the Employer reimburses an employee for external learning opportunities or programs taken on their own initiative and on own time, this creates an obligation on the Employee to maintain employment via a Repayment Agreement as per the Learning Reimbursement Policy dated December 1, 2023. The parties agree that the union will not be held liable for any monies owed as referenced in Article 20.06.**

~~20.06~~ **20.07-Job Rotation**

~~20.07-20.08~~ **Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.**

For TransLink:

Solpa Ruporelia

Tina Jansons

Al.

Michelle Maloy

[Signature]

Karin

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 5<sup>th</sup> day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 21.01 as follows:

Article 21 – Benefit Plans

The parties agree to amend Article 21.01 (b), (1),(2),(3),(6),(7) and create a new number (8) as follows, to be effective on the first calendar day of the month following 30 business days from ratification;

- (1) Eyeglass and Laser Eye Surgery Coverage (~~\$500~~ **600** per person in a twenty-four (24) month period) to be used for either Eyeglasses or Laser Eye Surgery. Additionally, the Employee will be covered for routine eye examinations that are performed by a Physician or Optometrist.
- (2) Hearing Aid Coverage (~~\$1000~~ **1500** per person per ear hearing aid, each five (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.
- (3) \$50,000 maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of ~~\$1,000,000.00~~ **2,500,000.00** per person.
- (6) The extended health plan will also provide Psychological Counselling from a registered psychologist or registered clinical counsellor to a maximum of ~~\$2,000~~ **4,000** per calendar year for each employee and eligible dependents.
- (7) The Extended health plan will provide for up to ~~\$400~~ **600** per calendar year for the services of a Chiropractor.
- (8) **Employee vaccination for shingles as recommended by the BC Public Health Officer.**

21.01 (b) (4), (5) shall remain unchanged.

Additionally, the Parties will instruct the Transit Employees' Health and Benefit Trust to amend the following benefits in the benefit plan:

Acupuncturist ~~\$400~~ **600**

Naturopath ~~\$200~~ **400**

Podiatrist ~~\$400~~ **600**

Speech Language Pathologist ~~\$500~~ **1200**

For TransLink:

\_\_\_\_\_

*Tina Jansson*

*ph.*

*Wendy Morley*

*[Signature]*

*Ken*

For MoveUP, Local 378:

\_\_\_\_\_

*[Signature]*

*[Signature]*

*[Signature]*

Dated this 7 day of December, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 21.04(d) as follows:

**Article 21.04(d)- Benefits Plan**

d) WorkSafeBC Advance

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the Union's jurisdiction) times their hourly wage times ~~seventy five percent (75%)~~ **68%** for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer

An employee whose WorkSafeBC claim is denied, even if the claim is being appealed, will cease receiving advances.

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, they must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100 per payment (or ten percent (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 WorkSafeBC advance will be recovered from the employee's final pay.

For TransLink:

For MoveUP, Local 378:

Saba Ruparelia

Lina Janson

gl.

Maurya Morley

[Signature]

Kay Lewis

[Signature]

[Signature]

[Signature]

Dated this 22<sup>nd</sup> day of November, 2023.



SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 23.01 as follows:

*Article 23.01 – Respectful Workplace*

\*A copy of the policy is available at the end of the document

23.01 - RESPECTFUL WORKPLACE

The Employer and the Union acknowledge that all employees have the right to work in an environment free from ~~Discrimination, bBullying, and Hharassment~~ and ~~discrimination~~ and where employees treat each other with dignity and respect. The parties agree to work together under the ~~Corporate TransLink~~ Respectful Workplace Policy to ensure that the workplace environment is free from ~~Discrimination, bBullying, and Hharassment~~ and ~~discrimination~~.

Bullying and Harassment

Bullying and harassment includes any inappropriate conduct or comment by a person toward an Employee that the person knew or reasonably ought to have known would cause that Employee to be threatened, humiliated, or intimidated.

Bullying and harassment may take many forms. It may be one incident or a series of incidents. It may take place in different ways, including one-to-one, in a group, or through electronic means (e.g., email or social media).

Inappropriate conduct or comments include, but are not limited to:

- threats or intimidation, including non-verbal behaviour that threatens, humiliates or intimidates (e.g. leering);
- rudeness, ridicule, taunting, or patronizing behaviour;
- name-calling, slurs, or negative stereotyping;
- insults, or denigrating comments;
- back-stabbing;
- practical jokes;
- verbal aggression or insults;
- shouting or yelling;
- physical assault or abuse;
- hazing or initiation practices;
- vandalizing personal belongings;
- spreading malicious rumors; and
- Cyber-bullying.

Bullying and harassment excludes any reasonable action taken by the Employer or a supervisor relating to the management and direction of workers or the place of employment.

Bullying and harassment is also defined in and covered by WorkSafeBC's Occupational Health and Safety (OHS) Policies. Nothing in the Respectful Workplace Policy is intended to limit the application of such WorkSafeBC's Policies to Employees.

#### Discriminatory Conduct

Discrimination is the act of differentiating among Employees on the basis of any characteristic protected by the BC Human Rights Code, including Indigenous identity, race, colour, ancestry, 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 because 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.

The Employer prohibits discrimination, including harassment, based on any characteristic protected by the BC Human Rights Code. The Employer also prohibits discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination may take many forms. Examples include, but are not limited to:

- epithets, derogatory jokes or comments, slurs, invitations, comments, posts or messages;
- the display or distribution of offensive or derogatory materials, including posters, photography, cartoons, or drawings;
- physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of any other protected grounds under the BC Human Rights Code
- mimicking a person's accent, speech or mannerisms;
- unwanted inquiries or comments about a person's personal life;
- verbal abuse, threats or intimidation;
- sexual harassment; and
- communication through electronic means (e.g., email, social media) of a nature prohibited by law or by the Employer's policy.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual or sex-based nature when:

- submission to that conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or unsafe work environment.

Examples of sexual harassment include:

- remarks, jokes or innuendos about sex or sexual orientation when the speaker has been advised, or should otherwise be aware, that such comments are offensive or inappropriate;

- unwelcome physical contact, leering, or staring;
- indecent exposure, stalking, or sexual assault;
- verbal abuse, or threats of a sexual nature;
- unwelcome sexual flirtation, advances, or propositions, or invitations after previous requests have been refused; and
- sexually suggestive, obscene, or degrading comments, gestures, or jokes.

This Section is not intended to set out all of the forms or examples of discrimination, including sexual harassment. Other conduct, which is not addressed above, may be discriminatory.

The foregoing is not intended to inhibit interactions or relations based on mutual consent. However, everyone is required to closely monitor their communication and conduct to ensure a positive, respectful, and discrimination-free workplace.

### **Definition of Bullying and Harassment**

~~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 General Bullying and Harassment (non-Human Rights based) and Discrimination (Human Rights based) Bullying and Harassment.~~

#### ~~(a) General Bullying and Harassment (non-Human Rights based)~~

~~All other forms of Bullying and Harassment not linked to the protected grounds specified in the BC Human Rights Code falls under the category of General Bullying and Harassment.~~

General Bullying and Harassment may include, but is not limited to, the following actions:

- ~~i. Verbal aggression or insults;~~
- ~~ii. Physical assaults or abuse;~~
- ~~iii. Calling someone derogatory names;~~
- ~~iv. Harmful hazing or initiation practices;~~
- ~~v. Vandalizing personal belongings;~~
- ~~vi. Spreading malicious rumours;~~
- ~~vii. Cyber bullying; and~~
- ~~viii. Retaliation for filing a Bullying and Harassment complaint.~~

#### ~~(b) Discrimination (Human Rights based Bullying and Harassment)~~

~~Human Rights based Bullying and Harassment is based on the personal characteristics protected by the BC Human Rights Code. These protected grounds are race, sex (including pregnancy, gender identity/gender expression), colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, age (19 and over) or conviction of a criminal or summary offence not related to employment.~~

### ~~(c) Examples of Bullying and Harassment Conduct~~

~~Both Human Rights based Bullying and Harassment and General Bullying and Harassment share similar types of conduct, however, as indicated above, Human Rights based Bullying and Harassment is conduct that is linked to the protected grounds defined by the BC Human Rights Code.~~

~~Both types of harassment (non Human Rights based and Human Rights based) may include but are not limited to the following:~~

- ~~i. Bullying;~~
- ~~ii. Verbal abuse;~~
- ~~iii. Physical assault or abuse;~~
- ~~iv. Derogatory remarks or racial slurs;~~
- ~~v. Displays of pornographic or offensive materials;~~
- ~~vi. Unwelcome invitations or requests;~~
- ~~vii. Innuendos or taunts;~~
- ~~viii. Threats or intimidation;~~
- ~~ix. Practical jokes that cause awkwardness or embarrassment;~~
- ~~x. Harmful hazing or initiation practices;~~
- ~~xi. Vandalizing personal belongings;~~
- ~~xii. Retaliation for filing a Workplace Harassment complaint~~

### ~~(d) Human Rights based 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:~~

- ~~i. 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;~~
- ~~ii. A compromising invitation with sexual overtones or sexual comment;~~
- ~~iii. Unwanted touching, pinching, patting;~~
- ~~iv. Unwelcome sexual flirtations, advances, propositions or invitations;~~
- ~~v. Sexually suggestive, obscene or degrading comments, remarks, gestures or innuendos;~~
- ~~vi. Offensive jokes of a sexual nature;~~
- ~~vii. Leering or unnecessary physical contact;~~
- ~~viii. Displaying or circulating pictures or other material of a sexual nature;~~
- ~~ix. Remarks about appearance or personal life; and/or~~
- ~~x. Stalking~~

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

~~(d) Harassment is not:~~

- ~~i. Properly discharged supervisory responsibilities~~
- ~~ii. Any reasonable action taken by the employer or supervisor relating to the management and direction of employees in the place of Employment~~

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~~iii. Disagreements between employees (worker to worker) that do not fall into the categories of Harassment as noted above.~~

## Resolution of Complaints

### ~~(d)~~ (a) Informal Complaint Resolution Process

#### (i) Filing a Complaint

If an employee believes that they are being Discriminated against, Bullied or Harassed on the basis of any of the grounds listed above, they are encouraged to:

- i. If possible, tell the alleged harasser(s) that the conduct is unwelcome and request that it cease;
- ii. Document the event(s), including the time, date, location, names of witnesses and details of the event(s) if possible;
- iii. If the complainant does not feel comfortable approaching the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant may contact their Manager, Supervisor, designated Union and/or TransLink Human Resources.

#### (ii) Investigation

The Employer and the Union agree that in some cases, the Parties may try to resolve a Harassment complaint informally without a full investigation, for example, when so requested by the complainant.

If the conduct does not cease and the complainant disagrees with the attempted informal resolution, and if the complaint involves Human Rights based Harassment the Employer and the Union will undertake a joint investigation of the complaint.

### ~~(e)~~ (b) Formal Complaint Resolution Process for Human Rights based Harassment

Formal Human Rights based Bullying and Harassment complaints Involving either two Union members or a Union member and an exempt employee, will be jointly investigated responsible Human Resources Representative may directly assist in resolving the complaint or retain a neutral third party to conduct this process. The Union, in consultation with the Employer, will appoint Union Harassment investigators. The Union designate will ensure that the Union Harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Employer may appoint a neutral third party investigator and will involve a Harassment investigator from each Union jurisdiction.

Human Rights based Bullying and Harassment complaints that are proceeding to the Formal Complaint Resolution step must:

- i. Be signed and submitted in writing to the responsible TransLink Human Resources Representative or designate responsible for Human Rights issues, and copied to the designated Union harassment

- representative, as soon as possible to allow the incident to be investigated and addressed promptly.
- ii. Where the complainant is a woman and the complaint involves Sexual Harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
  - iii. It is the intention of the Union and the Employer that the investigation will commence within fifteen (15) business days of the filing of the complaint. The time limits may be extended by mutual agreement

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained by both Parties.

Upon completion of the investigation the parties will prepare a joint report with the investigation's findings and overall recommendations. The complainant and the respondent will be advised of the findings and recommended actions, if appropriate, that result from the investigation. Such actions will be implemented as quickly as possible. Where there is a disagreement between the parties an independent Harassment investigator may be retained to make final recommendations. The Employer and the Union will share the cost for the investigator equally.

The process in no way precludes the complainant's right to seek action under the *B.C. Human Rights Code*.

#### (f) Vexatious Complaints

A complaint is deemed to be vexatious when it is made solely to cause trouble or annoyance to another person or to receive some personal benefit. Filing a vexatious complaint may result in discipline, up to and including termination.

(g) Retaliation against any individual involved in a Workplace Bullying and Harassment complaint may result in discipline, up to and including termination.

For TransLink:

Tolpa Rupanelia  
Tina Jackson  
Al.  
Marilyn Morley  
Merrill  
Kerr

For MoveUP, Local 378:


Dated this 30<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 24.01(d) as follows:

**Article 24.01(d) – Employee Personnel Files**

(d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided. ~~that during~~ This two (2) year period **is subject to the employee being actively employed and** is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

For TransLink:

For MoveUP, Local 378:

Salpa Ruporelia

Teria Johnson

Al.

Manly Maly

[Signature]

Kann

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 29<sup>th</sup> day of November, 2023.



SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of Article 25 Job Group Listings as follows:

**Job Group 2**

**Compass Data Collections Assistant**

**Job Group 3**

~~File Clerk~~

**Clerical Relief Pool Clerk**

**Job Group 4**

~~Benefits Assistant~~

Corporate Receptionist

Data Entry Clerk

**File Clerk**

**Mail and Delivery Driver**

**Job Group 5**

Acquisition & Development Assistant

Administrative Services Clerk

Claims Administration Clerk

Customer Service Representative

Document Control Clerk

Fare Media Representative

~~Properties Records Clerk~~ **Property Database Clerk**

Records Administration Clerk

**Benefits Assistant**

**Job Group 6**

Accounting Clerk

Accounts Payable Clerk

Capital Assets Clerk

Employment Administrator

Payroll Coordinator in Training

Planning Assistant

Purchasing Assistant

Revenue Program Clerk

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### Job Group 7

Accounting Officer  
Benefits Administrator  
Claims Representative  
Dispute Screening Representative  
Fare Dealer Coordinator  
Graphic Artist  
Insurance Coordinator  
IT Change Control Coordinator  
Marketing Graphic Artist  
PC Deployment Technician  
Production Assistant Enterprise Marketing  
~~Senior Dispute Screening Representative~~  
Service Desk Analyst  
Strategic Sourcing Coordinator  
**Customer Service Work Leader**

### Job Group 8

Administrative Services Work Leader  
Architectural Technician  
~~Assistant Transportation Planner~~  
Benefits Work Leader  
~~Contract Revenue Analyst~~  
~~Contracts Coordinator~~  
Corporate Marketing Coordinator  
Digital Marketing Coordinator  
IT Assets Coordinator  
~~Junior Claims Examiner~~  
Payroll Coordinator  
Project Cost Analyst  
Records Analyst  
Security Systems Administrator  
Systems Incident Coordinator  
**Senior Dispute Screening Representative**  
**Junior Procurement Officer**  
**Revenue Analyst**  
**Delivery Transition Coordinator**

### Job Group 9

Access Transit Coordinator  
Claims Examiner  
  
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Community Relations Officer  
Computer Support Analyst  
~~Contracts Analyst~~  
Corporate Marketing Representative  
Fleet Systems Information Analyst  
Network Administrator  
Payroll Officer  
Public Affairs Coordinator  
Service Desk Work Leader  
Transportation Demand Management Officer  
Treasury Analyst  
Website Developer  
**Assistant Transportation Planner**

Job Group 10

Computer Support Work Leader  
Corporate Marketing Specialist  
Desktop Systems Analyst  
Digital Marketing Specialist  
Geographic Info Systems Analyst  
Graphic Designer  
Planning Analyst  
Procurement Officer  
Senior Accounting Analyst  
Senior TravelSmart Specialist  
~~Software Quality Assurance Analyst~~  
**Strategic Sourcing System Specialist**

Job Group 11

Business Intelligence Analyst  
Business Systems Analyst  
Data Analyst  
Data Centre Analyst  
Data Warehouse Analyst  
Database Administrator  
Enterprise Systems Analyst  
Functional Analyst, Application Services  
IT Infrastructure Analyst  
IT Service Support Analyst  
Network Analyst  
Network Analyst – CAD/AVL  
Senior Claims Examiner  
Senior GIS Administrator  
  
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Senior GIS Analyst  
Senior GIS Specialist  
Senior Procurement Officer  
Software Development Analyst  
Technical Architect  
**Software Quality Assurance Analyst**  
**Scrum Master**

Job Group 12

Network Operations Support Work Leader  
**Data Centre Design Analyst**  
**Database Middleware Design Analyst**  
**IT Infrastructure Design Analyst**  
**Network Design Analyst**

Non-Office

Mail and Delivery Truck Driver

For TransLink:

Solpa Ruparelia  
Tina Jansons  
ph.  
Kautila  
Michelle Madry  
[Signature]

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]

Dated this 20 day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to remove LOA #8 as follows:

**LOA #8 – Sick Leave Committee**

~~During negotiations for a renewal of the collective agreement which expired March 31, 2011, the Employer and the Union agreed to meet upon ratification of the collective agreement to discuss the current structure of Sick Leave.~~

~~The parties will make recommendations, and identify potential solutions.~~

~~The parties further agree that this Committee will then continue to meet regularly.~~

For TransLink:

Polpa Kuparelia  
Jina Jensen  
Sh.  
Melissa Malz  
Russell  
[Signature]

For MoveUP, Local 378:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Dated this 22 day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to amend the language of LOA #11 as follows:

**LOA #11** – Modified Work Week for BTS Services provided to TransLink Security Management Ltd. (TSML)

~~Work Week: 6. The work week will be four (4) consecutive days from Monday through Thursday, or Tuesday through Friday. The remaining three (3) days will be scheduled days off. 7. Shift assignments, including start times, will be determined by the Department Manager or their delegate. 8. Subject only to other provisions in this LOA the Employer has the right to change shifts and work~~

For TransLink:

For MoveUP, Local 378:

Solpa Ruparelia

[Signature]

Tina Jansons

[Signature]

[Signature]

Marilyn Medley

[Signature]

[Signature]

[Signature]

Dated this 21<sup>st</sup> day of November, 2023.

For TransLink:

For MoveUP, Local 378:

Talpa Ruparelia

Tina Jansons

ph.

Michelle Muly

Kenn

[Signature]

[Signature]

[Signature]

[Signature]

Dated this 20<sup>th</sup> day of November, 2023.

SIGN-OFF DOCUMENT BETWEEN  
TRANSLINK AND MOVEUP, LOCAL 378  
FOR THE CONTRACT EXPIRING MARCH 31, 2023

The Parties agree to create LOA XX Cybersecurity as follows:

**Cyberattacks are increasing in frequency, with threats to organizations of all sizes. The parties recognize the importance of remaining vigilant and that all employees have a role to play in keeping TransLink's systems secure.**

**In accordance with TransLink's policies, all employees are required to:**

- **Complete information security awareness training;**
- **Report any incidents that may jeopardize the security of the corporate network; and**
- **Take reasonable measures to mitigate exposure to computer threats, this includes reporting suspicious emails.**

**If the Employer experiences a cyberattack on its network which results in a privacy breach involving employee personal information, the Employer will notify those employees affected as required by the British Columbia Freedom of Information and Protection of Privacy Act. If privacy breach notification to employees is required, the Employer will review whether credit monitoring would assist affected employees to mitigate the potential risk of harm.**

**In support of the commitment the employee education and awareness of cyber security, the Parties will establish a committee to discuss cybersecurity. In addition, the committee will explore options for identity theft prevention and may invite subject matter experts as needed and agreed upon. The committee will meet upon mutual agreement.**



For TransLink:

Salpa Ruparehia

Tina Gensore

John

Marilyn Mody

[Signature]

Karen

For MoveUP, Local 378:

[Signature]

[Signature]

[Signature]

Dated this 30<sup>th</sup> day of November, 2023.



**TransLink**  
400 - 287 Nelson's Court  
New Westminster, BC V3L 0E7  
Canada  
Tel 778.375.7500  
translink.ca

South Coast British Columbia  
Transportation Authority

November 29, 2023

Shawn Lakusta  
Union Representative  
MoveUP Local 378

**RE: Workload Management**

Dear Shawn:

Further to our discussions during Collective Bargaining concerning workload issues, this letter is to confirm that the company will add workload management as a standing agenda item in the quarterly labour management committee meetings.

Minutes outlining the action items arising from the meeting will be distributed to the members of the committee.

Sincerely,

A handwritten signature in blue ink that reads "Jalpa Ruparelia".

Jalpa Ruparelia  
Director, Employee Relations



**TransLink**  
400 - 287 Nelson's Court  
New Westminster, BC V3L 0E7  
Canada  
Tel 778.375.7500  
translink.ca

South Coast British Columbia  
Transportation Authority

November 30, 2023

Shawn Lakusta  
Union Representative  
MoveUP Local 378

**RE: Training**

Dear Shawn:

Further to our discussions during Collective Bargaining concerning Employee training, this will be added as a standing agenda item in the quarterly labour management committee meetings.

Minutes outlining the action items arising from the meeting will be distributed to the members of the committee.

Sincerely,

A handwritten signature in blue ink that reads "Jalpa Ruparelia".

Jalpa Ruparelia  
Director, Employee Relations