

MEMORANDUM OF AGREEMENT

BETWEEN

COAST MOUNTAIN BUS COMPANY LTD. (CMBC)

(The "Employer")

AND

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

(The "Union")

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from April 1, 2016 through March 31, 2019 (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, 2019 to March 31, 2022 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 All items not addressed herein will be considered withdrawn.**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 both in "hard-copy" and 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 at Surrey, BC, this 24th Day of February, 2020.

For the Employer:












For the Union:

1. TERM

The term of the collective agreement will be three (3) years commencing April 1, 2019 and ending March 31, 2022 and shall be reflected in item 1 of the Preamble to this Collective Agreement.

2. WAGE INCREASE

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

April 1, 2019	3%
Effective April 1, 2020:	3%
Effective April 1, 2021:	3%

3. UNION EDUCATION FUND

The Parties agree to implement the language of Article 2.06 as follows:

The Company 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.

4. STRIKE / LOCKOUT

The Parties agree to implement the language of Article 2.07 as follows:

Employees who refuse to cross a legal picket line that is authorized by the Labour Relations Code and that is located at the employee's work location will be considered to be on a Leave of Absence without pay and will not be subject to discipline.

5. SEVERANCE PAY

The Parties agree to amend the language of Article 15.07 as follows:

Upon termination, the Employer will provide ~~one~~ **two** week's severance pay for each year of service to regular employees who are not eligible to retire and who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or WorkSafeBC benefits.

6. CLOTHING ALLOWANCES

The Parties agree to amend Article 16.03 as follows, to be effective at ratification:

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be required to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of ~~\$125.00~~ **\$200.00** for one pair per year or ~~\$250.00~~ **\$400.00** per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

The Parties agree to discuss protective clothing for Instructors, in accordance with Article 16.04.

7. TRAVEL EXPENSES

The Parties agree to amend Article 17.06 (b) as follows:

Meal allowances to a maximum of ~~\$48.00~~ **\$50** per day shall be paid without receipts on the following basis:

Breakfast	\$12.00
Lunch	\$12.00 \$14.00
Dinner	\$24.00

8. BEREAVEMENT LEAVE

The Parties agree to amend Article 19.02 (a) as follows:

Bereavement leave of absence for employees on a five (5) day work week, up to five (5) days with pay and for employees on a four (4) day workweek, up to four (4) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother, father, ~~sister, brother~~, stepchild, stepmother or stepfather; and up to three (3) days of such leave with pay in the event of a death of a ~~sister, brother~~, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances. **It is understood that bereavement leave is to be taken contemporaneous with the death and/or funeral proceedings.**

9. EXTENDED HEALTH BENEFITS

The Parties agree to amend Article 21.01 (b) (1) as follows, to be effective one month following ratification:

Eyeglass and Laser Eye Surgery Coverage (~~\$400.00~~ **\$500** per person in a twenty-four (24) month period) to be used either for Eyeglasses or Laser Eye Surgery. Additionally, the Employee ~~may use this coverage~~ **will be covered** for routine eye examinations that are performed by a Physician or Optometrist.

Additionally, the Parties will instruct the Employees Health and Benefit Trust to add the following benefits to the benefit plans:

Psychological counselling from a registered psychologist or **registered clinical counsellor** at a ~~\$1000.00~~ **\$2000.00** maximum annually for each employee and eligible dependents. Additionally, the following amounts will be amended as follows:

acupuncturist.....	\$100 \$400
podiatrist.....	\$200 \$400
speech language pathologist	\$100 \$500

10. GROUP LIFE INSURANCE

The parties agree to amend Article 21.02 (a) as follows:

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of ~~\$1,000~~ **\$2000** is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

11. TRANSIT PASS

The Parties agree to amend Article 22.01 as follows:

All of the Employer's employees who are members of MoveUP, except casual employees, shall be entitled to a yearly transit pass. ~~In addition, one and two free passes will be issued to for a spouse and/or eligible children.~~ An eligible child is a child who is eligible under the Extended Health Care Plan.

12. DEPOT STAFFING

The Parties agree to amend LOA 21 #5 (b) as follows:

If, even after (a), a Holiday Block Coordinator is not covering work during the sheet, their days off for the particular week(s) will be determined at sign-up. **In such cases, those days off may be changed by the Employer, with two (2) weeks' notice, at a later date to provide coverage for absences of at least one week arising after the sign up has taken place. It is understood that, if this situation results in the employee being scheduled to work ten (10) days in a row, such situation will be subject to mutual agreement between the supervisor and employee.**

The Parties agree to amend LOA 22 #3 as follows:

The training program will be ~~7-weeks-long~~ **as needed**, and when it coincides with Transit Operator Consolidated sign-up, ~~an additional 5-weeks-of training will~~ **may** be provided. When training does not coincide with the Consolidated sign-up, the Parties will discuss the structure of the training program.

The Parties agree to add a full-time regular position to the Depot Workleader classification in 2020.

13. MoveUP FLAGS

The Parties agree to implement a new LOA #XX as follows:

The Employer will provide and maintain a flagpole at each transit centre that will fly the Union-approved flag purchased and maintained by the Union. It is agreed that the size of the flag will be of similar dimensions to other flags on the properties.

Appendix "A": Signed Off Documents

General:

Gender References

Replace 'Traffic Checker' with 'Transit Data Collector'

Replace 'Workers' Compensation' with 'WorkSafeBC'

New/Amended/ Deleted

Language:

Subject:

Article 1.02	Recognition
Article 1.06 (a)	Bargaining Unit Employees
Article 1.07 (b) & LOA 3	Part-time Regular
Article 1.07 (c) & (d)	Services of Temporary Employees
Article 2.01 (b) (ii)	Dues Deduction Information
Article 3.07	Expedited Arbitration
Article 4.01	Salary Scales
Article 4.04	Length of Service Increases
Article 5.03 (e)	Job Description
Article 5.03 (f) & LOA 39	Departments
Article 5.05 – 5.08	Job Evaluation Review Procedure
Article 5.07	Exempt Jobs
Article 5.09 & LOA 1	Workleader Responsibilities
Article 7.01	New Employees
Article 7.04 (d)	Temporary Promotion
Article 7.06 (b)	Temporary Promotion
Article 7.11, 7.12 & LOA 35	Job Posting & Temporary Vacancies
Article 8.09	Automation & New Procedure
Article 10.01 (d)(i)	Authorized Variation
Article 11, LOA 9, 20, 23, 24	Shift Work
Article 11.01	Shift Job List
Article 11.02 (f)	Shift Trades
Article 11.04	Shift Premiums
Article 11.05, LOA 4 & 4A	Sign-ups
Article 11.07	Notice for Relief
Article 12.01	Overtime
Article 12.05	Standby Duty
Article 13.04	Payment of Vacations
Article 13.09	Relieving on Higher Grouped Job
Article 13.12, 13.13 & LOA 23	Vacation Sign-up
Article 14.01	Statutory Holidays
Article 19.02	Bereavement Leave

Article 19.06
Article 19.08
Article 19.12
Article 19.13
Article 20.08
Article 21.04 (b)
Article 21.04 (d)
Article 21.05
Article 23.06 & LOA 7
Article 23.07 & LOA S1

Pregnancy Leave
Parental Leave
Critical Illness Leave
Domestic Violence Leave
Professional Designation
Income Continuance Benefits
Workers' Compensation Advance
Cost of Welfare Plans
Complaints Against Employees
Complaints Against Transit Security Employees

LOA 12
LOA 17
LOA 19
LOA 26
LOA 27
LOA 34
LOA 38
LOA 41
LOA 42
LOA M1 & M4
LOA M2 & M3
LOA S2
LOA S3
LOA S4
LOA S5
LOA XX
LOA XX
LOA XX
LOA XX

Clerical Relief Pool
Transition Issues
Medical Examination
Depot Holding List Transfers
Shift Worker Transition
EI Premium Reduction Program
Summer Student Program
Relief Maintenance Planner
Floating Maintenance Clerk
Modified Work Week
Modified Work Week
Transit Security Issues
Transit Security Shifts
Security Field Training
Transit Security Holiday Block Shifts
Casual Scheduling
Treatment Programs
Deferred Salary Leave Plan
Union Observer

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

COLLECTIVE BARGAINING PROTOCOL AGREEMENT

BETWEEN: Coast Mountain Bus Company
(the "Employer")

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)
(the "Union")

WHEREAS:

- A. The parties are in the process of commencing collective bargaining to renew their collective agreement, which expired on March 31, 2019;
- B. The parties intend to conduct collective bargaining in a low-cost manner;
- C. The parties intend to conduct collective bargaining with a spirit of mutual respect; and
- D. The parties enter into this Collective Bargaining Protocol Agreement in order to establish the processes by which they will conduct collective bargaining.

NOW THEREFORE, the parties have agreed to the following:

Meeting Logistics

1. The site of negotiations shall be a mutually agreed-upon location, which will include a room for one of the parties separate from the negotiations to caucus.
2. Meeting times and dates will be set by mutual agreement. If a meeting is to be cancelled, the cancelling party will make every reasonable effort to give at least forty-eight (48) hours' advance notice to the other party.
3. Neither party will use a recording device.

Exchange of Proposals

4. The parties will exchange notice items, housekeeping items and substantive proposals on July 9, 2019.
5. Following the exchange of notice items, housekeeping items and substantive proposals, a party may table proposals or counter-proposals which represent amendments to the original proposals or a response to proposals tabled by the other party. New items may not be introduced, except with the consent of both parties.
6. The parties agree that collective bargaining is not the forum for dealing with grievances. However, if the Union wishes to discuss grievance resolutions with the Company, advance notice will be provided. The parties agree that the resolution of grievances will not hold up an agreement; if said grievances are not resolved, they will be subject to the existing procedures in the current Collective Agreement.

Conduct of Bargaining

7. Each party will appoint a bargaining team and declare a spokesperson. The spokesperson may call upon other members of the bargaining team to speak during negotiations.
8. Each of the bargaining teams will have the authority to bargain, and to reach tentative agreement on all collective bargaining issues, subject only to ratification by their respective principals.
9. Proposals will be colour-coded as follows:
 - White: Union proposals
 - Grey: Employer proposals
 - Yellow: Tentatively agreed language
10. Either party may caucus at any time. Any call for a caucus will be respected. The party requesting the caucus shall advise the other party of the estimated length of the caucus and any required time extensions.
11. Housekeeping items will be discussed prior to substantive items. Financial matters will be left to the end.
12. Resource persons and observers may attend collective bargaining meetings. It is agreed that unless otherwise agreed the number of resource persons and observers combined shall not exceed three (3) for each party during any one collective bargaining meeting.
13. Where it is the intention of either party to have resource persons and/or observers present during a collective bargaining meeting, a minimum of seventy-two (72) hours' notice of the name and reason for the attendance of the resource person or observer shall be provided in writing to the other party.
14. Each party reserves the right to restrict the attendance of any resource person or observer at collective bargaining meetings where, due to the need for confidentiality, the best interests of bargaining would be furthered by the attendance of only bargaining teams.
15. The parties agree to maintain confidentiality of the bargaining process. This means that only people directly involved in the bargaining process will have any specific information about what is happening at the bargaining table. Any others who may be consulted will only be given "need to know" information so that they can assist with the bargaining process.
16. All tentative agreements reached during a bargaining meeting will be reduced to writing, and signed off by the parties at that or the following meeting.
17. At the conclusion of each meeting, as a final item of business, an agenda will be agreed upon for the next meeting.
18. The parties agree that there will be no statements to the media about what is happening at the bargaining table until we agree otherwise, or there is an impasse or a third party becomes involved in negotiations.

Ratification

19. Once tentative agreement is reached on all outstanding matters, the parties will draft and confirm the contents of a Memorandum of Settlement setting out all changes and additions agreed-to through collective bargaining.
20. Once the Memorandum of Settlement is drafted and confirm, the Employer will attempt to ratify it according to its internal processes.
21. Once ratified by the Employer, the Union will attempt to ratify the Memorandum of Settlement according to its internal processes.

FOR THE UNION:



Parm Sandhar
Union Representative, MoveUP

Date: 2019/07/09

FOR THE EMPLOYER:



Tracy Ramlu
Senior Labour Relations Advisor,
Coast Mountain Bus Company

Date: 2019/07/09

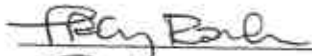
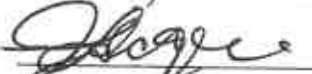
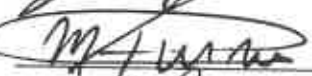





UP#1 & UP#3

Sign-off Document between
Coast Mountain Bus Company Ltd, and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019


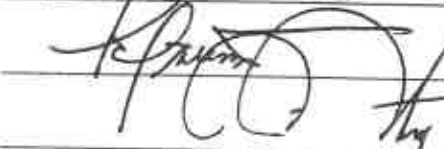
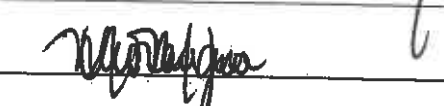

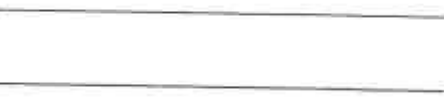

The Parties agree to the following changes throughout the Collective Agreement:

Replace any gender pronouns with "they", "them", "their" or "employee", as appropriate.

For Coast Mountain Bus Company:

For MoveUp:

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

The Parties agree to the following changes throughout the Collective Agreement:

- Replace "Traffic Checker" with "Transit Data Collector".
- Replace "Worker's Compensation Board" with "WorkSafe BC" and/or "WCB" with "WSBC".
- Replace "Worker's Compensation Injury" with "WorkSafe BC compensable injury".
- Replace "Worker's Compensation" with "WorkSafe BC injury compensation".

For Coast Mountain Bus Company:

Ben Bond
John Brown
M. Turner
S. Lavel
[Signature]
[Signature]
[Signature]

For MoveUP:

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

Dated this 11 day of October, 2019.

up #4

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

ARTICLE 1.02

The Parties agree to amend the language of Article 1.02 as follows:

1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of ~~race, colour, creed, national origin, sex, age, gender identity, gender expression, marital status or sexual orientation.~~ the 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.

For Coast Mountain Bus Company:








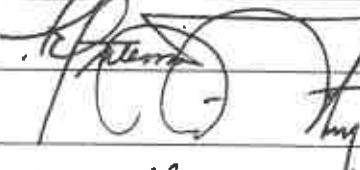







For MoveUp:







Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

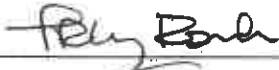
ARTICLE 1.06 (a)

The Parties agree to amend the language of Article 1.06 (a) as follows:

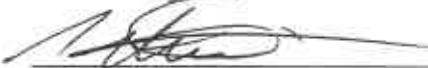
Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available. **Where practicable, the Employer will endeavor to advise the Union prior to any such contracting out.**

For Coast Mountain Bus Company:

For MoveUP:

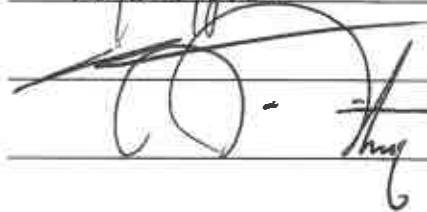


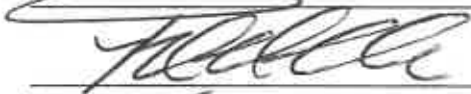


















Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 1.07 (b) and LOA #3

The Parties agree to delete LOA #3 and amend the language of Article 1.07. (b) as follows:

(b) Part-Time Regular

- (i) An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status.**
- (ii) An assigned regular schedule will be established by Coast Mountain Bus Company Ltd. at the time of hire and will be for a minimum period of two (2) weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.**
- (iii) The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Article 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.**

For Coast Mountain Bus Company:

Paul Baker
Gloria
M. Susan
Blair
[Signature]
[Signature]

For MoveUP:

[Signature]
[Signature]
[Signature]

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 1.07 (c) Full-Time Temporary & (d) Casuals

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

(c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. ~~Services of temporary staff employees may be terminated by giving or receiving twenty-four hours' notice.~~

(d) Casuals

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings as defined in Article 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits. ~~Services of casual employees may be terminated by giving or receiving twenty-four hours' notice.~~

The rest of these Articles remain unchanged.



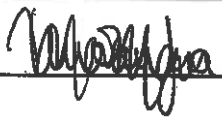
For Coast Mountain Bus Company:







For MoveUP:

Dated this 14 day of January, 2020.

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Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 2.01 (b) (ii)

The Parties agree to amend Article 2.01 (b) (ii) as follows:

- (b) The Employer will provide the Union with the following:
 - (i) Employee Information: Listing of Union 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.

For Coast Mountain Bus Company:











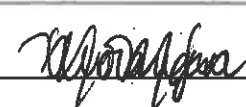




For MoveUP:







Dated this 11 day of October, 2019.

**Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019**

ARTICLE 3.07 – Expedited Arbitration

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

3.07 Expedited Arbitration

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

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be Mark Brown, Julie Nichols, Elaine Doyle and ~~Brian Foley~~ **Chris Sullivan**.

The rest of this Article remains unchanged.

For Coast Mountain Bus Company:









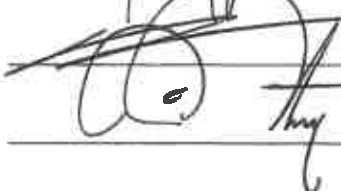




For MoveUP:







Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 4.01

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

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

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

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

Bi-weekly 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.

The Parties also agree to remove reference to non-office jobs in the salary scales, Article 4.04, and Article 7.04.

For Coast Mountain Bus Company:

For MoveUP:



























Dated this 11 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 4.04

The Parties agree to amend the language of Article 4.04 as follows:

4.04 Length-of-Service Increases

(a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's appropriate Human Resources and Labour Relations representatives. **When in the opinion of the Employer, the employee has fully restored their performance at some subsequent date, the employee shall regain their position within the salary scale on a non-retroactive basis.**

(b) ~~Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.~~

The remainder of the Article to remain unchanged.

For Coast Mountain Bus Company:








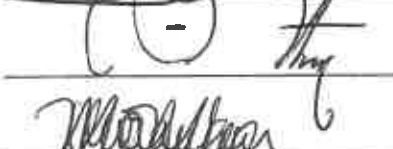


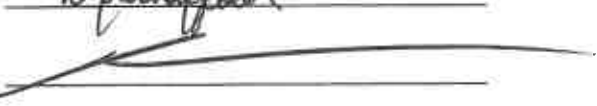




For MoveUP:







Dated this 14 day of January, ²⁰¹⁹ 2019.


Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

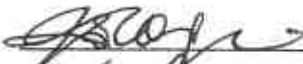
ARTICLE 5.03 (e) – Job Description and Evaluation Procedure


The Parties agree to amend the language of Article 5.03 (e) as follows:

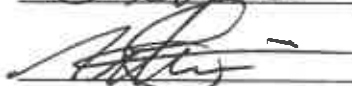
Job descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). ~~The affected employee or the representative group of affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initialing indicates that the person has read the description and does not necessarily indicate agreement with the content or evaluation of the job description.~~


For Coast Mountain Bus Company:

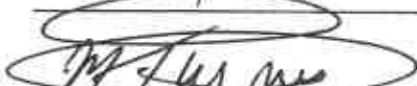
















For MoveUP:









Dated this 10 day of Feb, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

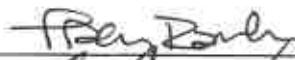
LOA #39 & ARTICLE 5.03 (f)

The Parties agree to delete LOA #39 and amend the language of Article 5.03 (f) as follows:

5.03 Job Description and Evaluation Procedure

- (f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03(c). **The Employer will advise the Union each time a department name changes and will adjust the job descriptions affected.**

For Coast Mountain Bus Company:







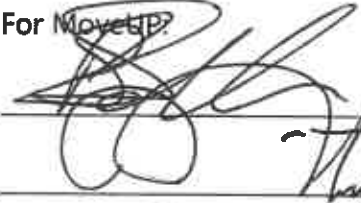










For MoveUP:







Dated this 11 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

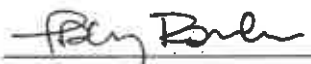
ARTICLE 5.07

The Parties agree to amend the language of Article 5.07 as follows:

The Employer will advise the Union of newly created or posted exempt positions which are excluded from the bargaining unit, along with the rationale for exclusion.

Any dispute will be subject to the grievance procedure in Article 3.0.

For Coast Mountain Bus Company:



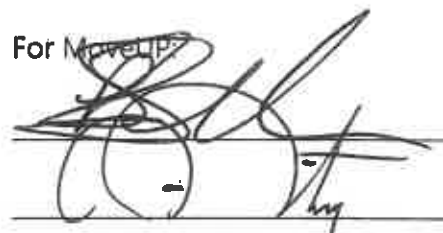










For MoveUP:







Dated this 10 day of Feb, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLES 5.05, 5.06, 5.07 & 5.08 – Job Evaluation

The Parties agree to amend the language of Articles 5.05, 5.06, 5.07 and 5.08 as follows:

5.05 Job Evaluation Review Procedure

- (a) ~~Step One~~ Any employee or the Union may initiate a job evaluation review by submitting a **completed** job evaluation review form to the Employer and the Union office.
- (b) The Manager, Compensation and ~~Employee Development~~ or ~~his/her~~ **their** designate, will respond to and/or meet with the incumbent to ~~resolve~~ **complete** the review within thirty (30) working days of ~~such referral~~ **the Manager, Compensation receiving the job evaluation review form.**

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.**
- (c) ~~Step Two~~ **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.**
 - (d) **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.**
 - (e) **If the Union does not agree with Human Resources' reply in (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 3.07.**

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

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

5.06 Standing Arbitrator

~~The Parties agree to employ and share all costs of the named individual, chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Section 5.07 through the application of the Employer's Job Evaluation Plan.~~

~~5.07 Job Evaluation Appeal~~

~~In the event that the Job Evaluation Review Process is unable to resolve the appeal it will be referred by the Manager, Human Resources or his/her designate to the Standing Arbitrator for final resolution within twenty (20) working days.~~

~~In such instances, Job Evaluation Review Officers will submit their findings, (i.e., joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties.~~

~~The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.~~

5.086 In the case of an upgrouping, the incumbent's salary treatment will be retroactive to the date either a review was received by the Manager, Compensation or their designate or appeal was instituted received by Human Resources.

~~In the event an employee initiates an appeal within twenty (20) working days following a review by the Employer, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.~~

For Coast Mountain Bus Company:



For MoveUP:



Blawie
~~*M. F. ...*~~
Blawie

Dated this 17 day of January, 2020.

WP# 25

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #1 & ARTICLE 5.09




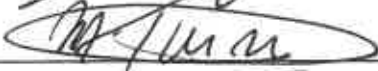


The Parties agree to delete LOA #1 and amend the language of Article 5.09 as follows:

Article 5.09 Work Leadership Responsibilities



Work leadership responsibilities shall be as follows:

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

For Coast Mountain Bus Company:

For MoveUP:

Dated this 21ST day of Nov, 2019.

UP#9

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 7.01 – New Employees

The Parties agree to amend the language of Article 7.01 as follows:

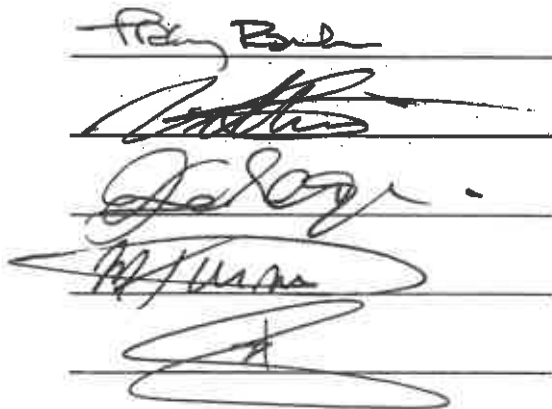
7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 675 hours actually worked excluding overtime. This period may be extended for up to an additional 489 hours actually worked (excluding overtime) by mutual agreement between the Employer and the Union. The Employer will at the earliest opportunity advise the probationary employee and the Union of any performance deficiencies.

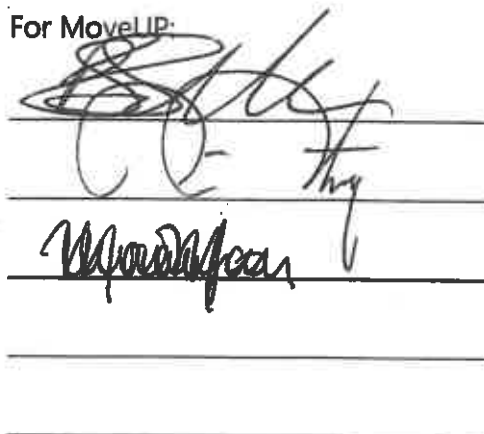
The Parties agree that it is beneficial to meet with new employees during their probationary period. Without limiting the intent of the paragraph above, the Company will meet with probationary employees during their probationary period to discuss their progress and any concerns. It is understood that such employees may bring Union Representation.

A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding the previous sentence a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure. It is understood that hours actually worked as a casual employee will only be credited toward the probationary period in a regular position if the time worked as a casual is in the same job classification as the regular position.

For Coast Mountain Bus Company:



For MoveUP:



[Handwritten signature]
[Handwritten signature]

Dated this 21st day of Nov, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 7.04 (d) – Promotions, Demotions and Transfers

The Parties agree to amend the language of Article 7.04 (d) as follows:


7.04 Promotions, Demotions and Transfers


(d) By definition, a “temporary promotion” shall mean a promotion, as defined above, which in the case of Article 7.06(b) lasts for more than ~~two (2)~~ consecutive **one (1)** working days and in the case of Articles 7.06(a) and 7.06(b) is for six (6) months or less.


The rest of this Article remains unchanged.

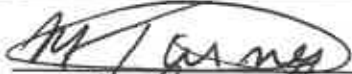
For Coast Mountain Bus Company:

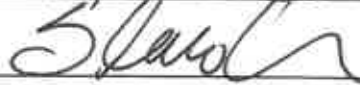
For MoveUP:

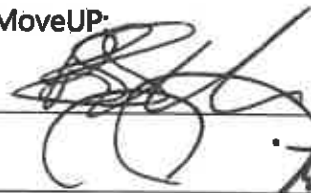


















Dated this 14 day of January, 2020.

1992

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Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 7.06 – Temporary Promotion

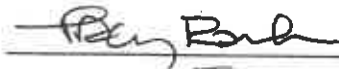
The Parties agree to amend the language of Article 7.06 (b) as follows:

7.06 Temporary Promotion

(b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds ~~two (2) consecutive~~ **one (1)** working days.

For Coast Mountain Bus Company:

For MoveUP:







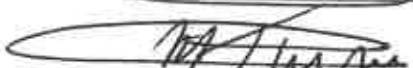




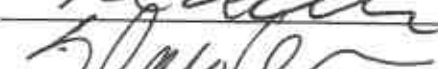


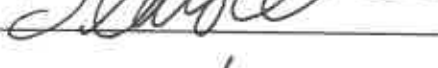












Dated this 14 day of January, 2020.

10/10/10

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 7.11, 7.12 & LOA #35

The Parties agree to delete LOA #35 and amend the language of Article 7.11 and 7.12 as follows:

7.11 Job Posting

- (a) All **regular** MoveUP 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: ~~Temporary vacancies involving vacation relief or a duration of less than three (3) six (6) months. Jobs at Group 3 or below.~~ Any other jobs as mutually agreed to by the Employer and the Union **may be excluded.**

7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions ~~of over three (3) six (6) months~~ will be filled from a list of Standing Applications compiled by the Employer. Such vacancies will be filled on the basis of the selection criteria outlined in Article 7.11(d). **All resulting vacancies will also be backfilled from the list until exhausted.**

Once exhausted, Coast Mountain Bus Company will consider filling ensuing vacancies by the use of current employees, prior to hiring from outside.

The Company agrees to provide the Union with a copy of the list of Standing Applications annually or when the list is reposted. The Company will advise all applicants whether they have been placed on the Standing Applications List.

~~An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said~~ **All employees moved in accordance with this language shall have a vested rights to return to his/her their regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.**

The Employer shall provide the Union with notification of all temporary vacancies of six (6) months or less. Such notification shall include job title, start date, end date and employee filling the temporary position.

(b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than ~~three (3)~~ **six (6)** months be filled, subject to the requirements of the department, in accordance with Article 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.

The remainder of Article 7.11 and Article 7.12 to remain unchanged.

For Coast Mountain Bus Company:



















For MoveUP









Dated this 12th day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 8.09 – Automation & New Procedure


The Parties agree to amend the language of Article 8.09 as follows:


8.09 Automation & New Procedure

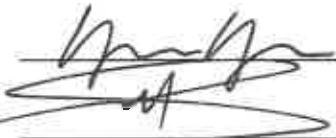
(a) The Employer will provide the Union with ~~as much notice as possible~~ **at least sixty (60) days' notice** prior to introducing automation, new equipment or new methods or procedures, which ~~might~~ **will** result in the displacement or downgrouping of regular employees.


The rest of this Article remains unchanged.

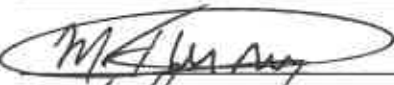
For Coast Mountain Bus Company:












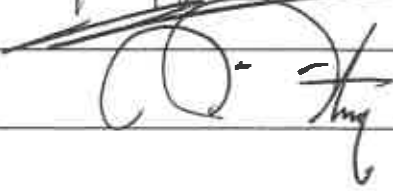




For MoveUP:







Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

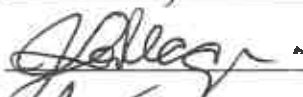

ARTICLE 10.01 (d) (i)



The Parties agree to amend Article 10.01 (d) (i) as follows:



(d) Standard and authorized variations will be as follows:

- (i) **Starting time – Standard 08:00 (except Instructors: Standard 07:30)**
Maintenance Division Standard 07:00
Authorized Variation 06:00 – 10:30
Additional Authorized Variation for Instructors and OS&H Officers: 04:00 – 06:00 and
10:30 – 12:30


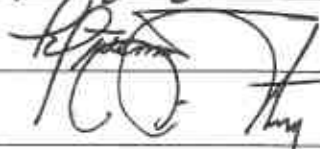




For Coast Mountain Bus Company:

For MoveUp:

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11.01 – Shift Work

The Parties agree to amend the Shift Job List in Article 11.01 as follows:

SHIFT JOB LIST	
Applications Support Coordinator	Farebox Receipts Work Leader
GTS Community Shuttle Clerk	Fleet Maintenance Assistant
GTS Dispatch Clerk	General Investigations Officer
Customer Information Automation Relief	General Security Patrol
Customer Information Clerk	Instructor
Customer Information Data Administrator	Lost Property Clerk
Customer Information Data Automation Work Leader	Lost Property Work Leader
Customer Information Trainer	Maintenance Clerk
Customer Information Work Leader	Occupational Safety & Health Officer
Customer Relations Care Representative	Operations Assistant
Customer Relations Care Work Leader	Security Operations Coordinator
Depot Coordinator	Traffic Checker
Depot Work Leader	Traffic Checker Work Leader
Farebox Attendant	Transit Data Collector
Farebox Receipts Attendant	Transit Security Officer




For Coast Mountain Bus Company:








For MoveUP:

Dated this 16 day of January, 2020.

u P#13

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11.02 (f)








The Parties agree to amend the language of Article 11.02 (f) as follows:


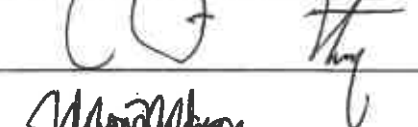
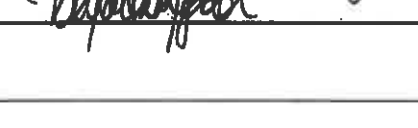


11.02 (f) Shift trades are for payroll.

- (i) Employees may exchange shifts among themselves provided that:**
 - (a) Prior approval of such exchange is given by the employee's immediate supervisor; and**
 - (b) An employee moving to the exchanged shift is entitled to all benefits of this Collective Agreement which would normally be afforded to an employee working that shift; and**
 - (c) The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift exchange over and above those expenses which would have resulted had the exchange not taken place.**

For Coast Mountain Bus Company:

For MoveUP:

Dated this 21st day of Nov, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11.04

The Parties agree to add the following language to Article 11.04, after the existing language:

11.04 Shift Premiums

A spreadover premium shall apply to any worker whose normal days of work on a broken shift exceeds ten (10) hours duration from the start of the first piece of work to the end of the last piece of work. The spreadover premium shall be 25% of the employee's straight-time rate and shall be paid for the time worked from the tenth hour of total elapsed time.

For the purpose of this Article, total elapsed time (T.E.T.) shall mean the time between the start of the first piece of work and the end of the last piece of work and includes the time not worked between the pieces. No work can extend beyond twelve (12) hours total elapsed time.

For Coast Mountain Bus Company:

For MoveUP:





















Dated this 14 day of January, 2019.

UP # 13

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11.05, LOA #4 & LOA #4 Addendum

The Parties agree to delete LOA #4 and LOA #4 Addendum and amend the language of Article 11.05 as follows:

11.05 Sign-ups



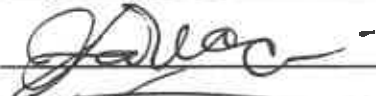


A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular employees that have elected to have a sign-up.

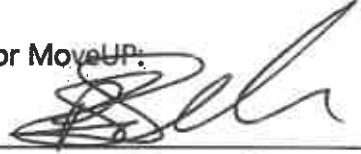
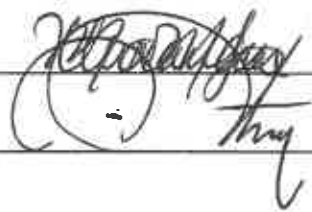
Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule. Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

~~Traffic checkers sign-up will be conducted in accordance with Letter of Agreement #4.~~

For Coast Mountain Bus Company:

For MoveUP:

Dated this 21st day of Nov, 2019.

UP # 13

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11, LOA #9 LOA #20, LOA #23 & LOA #24

The Parties agree to delete LOA #9, LOA #20, LOA #23, and LOA#24, and amend the language of Article 11 as follows:

11.06 Shift Sign-up Procedures

- (a) **Employees who will be returning to work during the life of the sheet will participate in the sign-up.**
- (b) **Each employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of one (1) week prior to sign-up.**
- (c) **If an employee is not present, cannot be contacted, does not leave a shift choice or refuses to participate in their sign-up time, the Union Representative will assign the employee to a shift that most closely resembles their current shift.**

11.07 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Employer may request an employee to temporarily change his/her their shift or work overtime. Such requests will not be unreasonably denied by the employee. When shift employees' shifts are changed, thirty-six (36) hours notice will be provided prior to the commencement of the new shift and the following will apply:

- (a) **Shift Change**
 - (i) **Shifts commencing outside the 36 hours, 20 hours for Security Personnel, no penalty.**
 - (ii) **Any shift commenced inside the 36 hours' notice (notice to be confirmed in writing) will be paid at overtime rates.**
- (b) **Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.**
 - (i) **An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.**
 - (ii) **In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.**

11.08 8 Hour Rest

The Employer will ensure that employees have an 8 hour rest break between shifts. If an employee is scheduled for regular work that does not permit an 8 hour rest break, the Employer will adjust the employee's schedule so the employee has full shifts before and after an 8 hour rest break. This adjustment will be communicated to the employee as soon as possible after the Employer becomes aware of the need for the rest break.

11.09 Alternate Hours of Work and Telecommuting

In view of the interest that has been expressed by employees concerning alternate hours of work and telecommuting, the parties agree to establish the following provisions as a means of addressing these issues.

- (a) When a majority of workers within a work group desire to work alternate hours, including Compressed Work Week and telecommuting, they shall submit to their Union representative and immediate manager a detailed proposal outlining the alternate hours. Individual employees may also submit requests as outlined above if they desire to work alternate hours.**
- (b) Upon receipt of the proposal, the parties (Union representative or delegate and manager or delegate) shall meet within 15 days to discuss the proposal. Every reasonable consideration will be given to the proposal.**

11.06 10 ~~Traffic-Checkers~~ Transit Data Collectors

~~Traffic-Checkers~~ Transit Data Collectors may be scheduled to work straight shifts or broken shifts. Where they work broken shifts, the hours required to complete a shift shall be no greater than eleven and one-quarter (11 ¼), and they may be scheduled to work seven (7) hours but shall be paid for a seven and one-half (7 ½) hour day. In the event they are scheduled to work over seven (7) hours, they shall receive overtime rates for such work. In any event when broken shifts are required they will commence no earlier than 06:00 and end no later than 18:30. In addition, where the hours required to complete a shift exceed ten (10), one and one-half (1 ½) hours shall be placed in a time-off bank, to be taken off at a time mutually agreed upon with ~~his/her~~ the employee's Supervisor.

11.11 Operations Assistants

Operations Assistants have limited shift work and non-standard hours. Shifts will fall between the hours of 0600 and 1800 only.

11.12 Fleet Maintenance Assistants

New Fleet Maintenance Assistant positions created after July 1, 2009 shall have limited shift work and non-standard hours as defined below:

- (a) Shift start times will be between the hours of 06:00 and 15:00 only.**

- (b) The work week will be described in Article 11.02 (c).
- (c) Article 11.05 will apply if the Company creates two (2) or more new positions within the same Transit Centre.
- (d) The Company will designate new positions as "shift positions" for inclusion on the "shift job list" in Article 11. Notwithstanding Article 6 of the Collective Agreement, where current Fleet Maintenance Assistants, those hired before July 1, 2009, wish to switch to the "shift positions" within the particular Transit Centre, they shall have first selection of any such newly created positions within their Transit Centre only. Employees may then apply to transfer between positions when a position is vacated and posted in accordance with Article 7.
- (e) Each Transit Centre will maintain one Fleet Maintenance Position as a non-shift position, and the hours of work for this position shall be in accordance with Article 10.

The remainder of Article 11 to remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 21st day of Nov, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 11.07 Notice for Relief

The Parties agree to amend the language of Article 11.07 as follows:

11.07 Notice for Relief

To provide coverage for ~~unscheduled leaves of absences due to sickness, accidents, leaves granted under Articles 19 etc.~~ **or other circumstances that arise after shift sign-up**, the Employer may request an employee to temporarily change ~~his/her~~ **their** shift or work overtime. Such requests will not be unreasonably denied by the employee.

When shift employees' shifts are changed, **twenty-eight (28)** ~~thirty-six (36)~~ hours' notice will be provided prior to the commencement of the new shift and the following will apply:

(a) Shift Change

- (i) Shifts commencing outside the ~~36~~ **28** hours, ~~20~~ **18** hours for Security Personnel, no penalty.
- (ii) Any shift commenced inside the ~~36~~ **28** hours'-notice ~~(notice to be confirmed in writing)~~ will be paid at overtime rates.

The remainder of Article 11.07 to remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:






















Dated this 17 day of January 2020.

2

**Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019**

ARTICLE 12.01

The Parties agree to amend the language of Article 12.01 as follows:

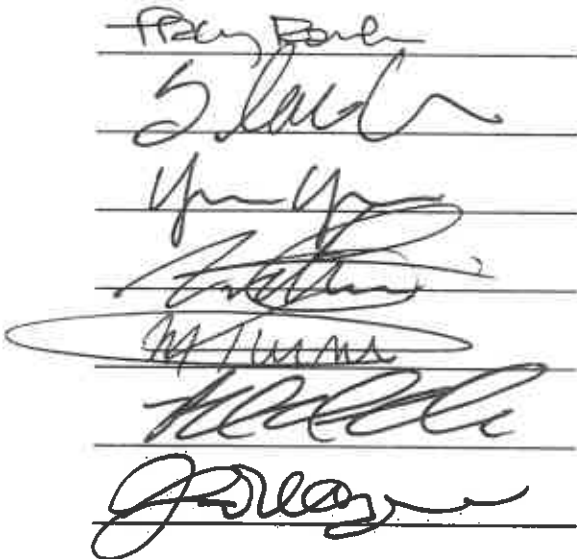
12.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category **in seniority order**.

The remainder of the Article to remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:

A series of seven horizontal lines, each containing a handwritten signature in black ink. The signatures are written in a cursive style. The first signature is partially obscured by a horizontal line drawn through it. The second signature is the most prominent and appears to be 'S. Laid'. The third signature is 'J. ...'. The fourth signature is 'A. ...'. The fifth signature is 'M. ...'. The sixth signature is 'K. ...'. The seventh signature is 'J. ...'.

A series of seven horizontal lines, each containing a handwritten signature in black ink. The first signature is a large, stylized cursive signature. The second signature is a long, horizontal line. The third signature is a cursive signature. The remaining four lines are empty.

Dated this 11 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 12.05

The Parties agree to amend the language of Article 12.05 as follows:

12.05 Standby Duty and Telephone Consultation

(a) Standby Duty (~~Fire Prevention and Safety Department~~)

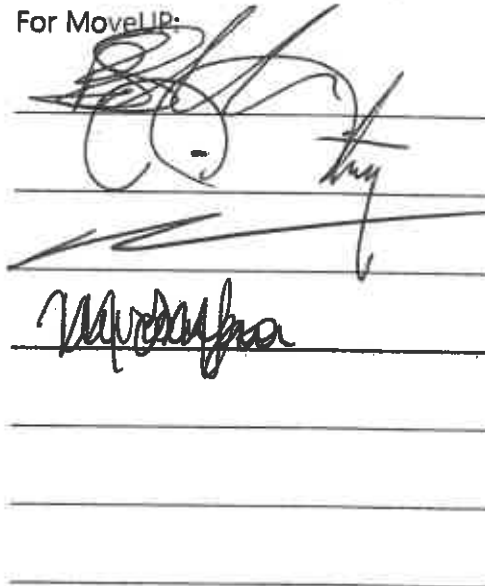
An employee scheduled on standby will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

The remainder of the Article to remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:


A series of seven horizontal lines with handwritten signatures in black ink. The signatures are: 1. A signature starting with 'F...'. 2. A signature starting with 'S...'. 3. A signature starting with 'U...'. 4. A signature starting with 'A...'. 5. A signature starting with 'M...'. 6. A signature starting with 'M...'. 7. A signature starting with 'A...'. The signature on the fifth line is circled in blue.


A series of seven horizontal lines with handwritten signatures in black ink. The signatures are: 1. A signature starting with 'S...'. 2. A signature starting with 'C...'. 3. A signature starting with 'M...'. 4. A signature starting with 'M...'. 5. A signature starting with 'M...'. 6. A signature starting with 'M...'. 7. A signature starting with 'M...'. The signature on the second line is circled in blue.

Dated this 11 day of December, 2019.

UP #15

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 13.04 – Payment of Vacations

The Parties agree to amend Article 13.04 as follows:

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 ~~his/her~~ **the employee's** vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of ~~his/her~~ **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 (A/V differential) will 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. A/V differential will not be pro-rated for vacation deferred or banked.

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.
- ~~(b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.~~
- ~~(c) IPEC employees who transferred to the Employer 1973-10-01 or later and who had been in service with IPEC prior to 1967, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.~~

(d) (b) An employee hired in 1972 or later, upon termination of service, will receive final vacation pay prorated to his/her their anniversary date. IPEC employees who transferred to the Employer 1973-10-01 or later and who had been hired by IPEC in 1967 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date.

For Coast Mountain Bus Company:

For MoveUP:













Dated this 21st day of Nov, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 13.09 – Relieve on Higher-Grouped Job

The Parties agree to amend the language of Article 13.09 as follows:

13.09 Relieving on Higher-Grouped Job

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

For Coast Mountain Bus Company:

For MoveUP:



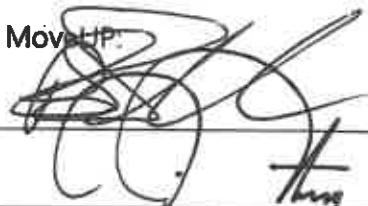





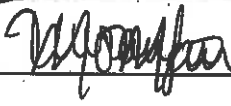




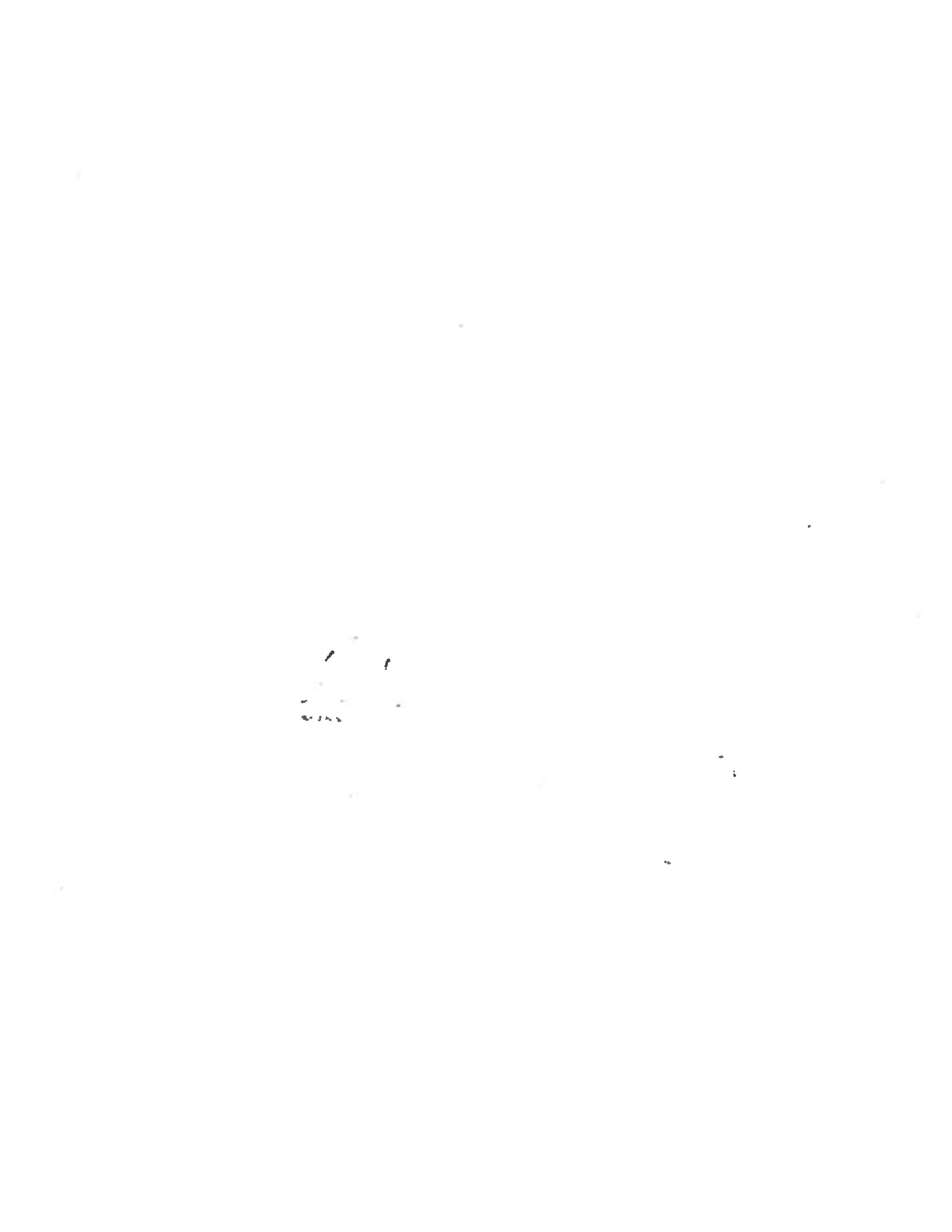








Dated this 14 day of January, 2020.



**Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019**

ARTICLE 13.12, 13.13, and LOA #23

The Parties agree to delete LOA #23 and amend Article 13 as follows:


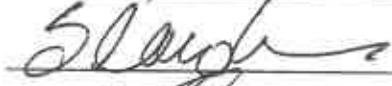



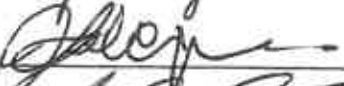

13.12 Annual Vacation Sign-up Procedures

- (a) It is understood that Vacation Sign-up occurs once a year, prior to December 15th of the year.**
- (b) The Manager may require each employee to submit a completed Intent form. This information will be used by management to determine the number of Vacation spots to be allocated for each week of the sign-up.**
- (c) All regular employees will participate in the Sign-up including those on a temporary transfer or absence. Each employee will be assigned sign-up date(s) and time(s), as appropriate. These dates and times will be posted a minimum of one (1) week prior to sign-up.**
- (d) If an employee is not present, cannot be reached, has not left a choice slip, or refuses to sign during their Sign-up time, the Union Representative will sign vacation weeks for the employee similar to their current year's selection.**

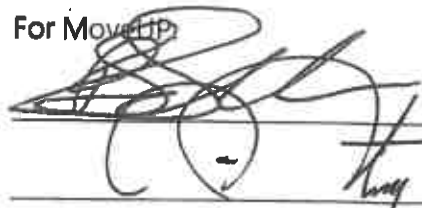
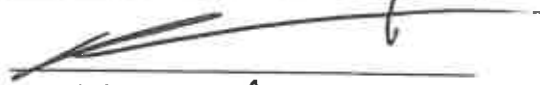

13.13 After the Annual Vacation Sign-up

- (a) If a vacation week becomes available during the vacation year because of Retirement, Termination, Transfer, etc. and if the Manager decides that the week may be made available to other employees, the following procedures will apply:**
 - (i) the week will be made available to employees, in order of seniority, with banked vacation. If the week remains unsigned by anyone with banked vacation, the week may then be made available to employees who did not have the opportunity to sign it during the Annual Vacation Sign-up, and**
 - (ii) if a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority, who did not have the opportunity to sign it during the Vacation Sign-up. This process will continue until no employee wishes to schedule the available week(s).**

For Coast Mountain Bus Company:

For MoveUP:

Dated this 10th day of December, 2019.

UP#16

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

ARTICLE 14.01



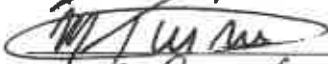



The Parties agree to amend the language of Article 14.01 as follows:

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


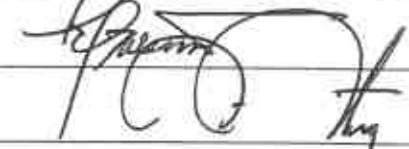

- | | |
|------------------------------------|------------------|
| New Year's Day | B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day Canada Day | Boxing Day |

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 Coast Mountain Bus Company:

For MoveUp:

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 19.02 – Bereavement Leave


The Parties agree to amend the language of Article 19.02 (a) as follows:

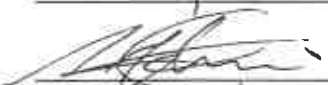
19.02 Bereavement Leave

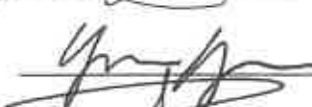
- (a) Bereavement leave of absence for employees on a five (5) day work week, up to five (5) days with pay and for employees on a four (4) day workweek, up to four (4) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother, father, stepchild, stepmother or stepfather, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances. **It is understood that bereavement leave is to be taken contemporaneous with the death and/or funeral proceedings.**

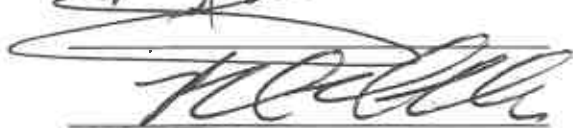
The Parties agree that the above change is without prejudice to any other proposals regarding this Article.


For Coast Mountain Bus Company:

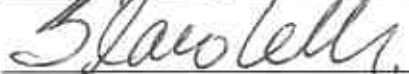












For MoveUP:







Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 19.06

The Parties agree to amend the language of Article 19.06 as follows:

19.06 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) **consecutive** weeks of unpaid leave, **which must be taken during the period that begins**

~~(1)~~ **beginning**

- (i) no earlier than **thirteen (13)** ~~eleven (11)~~ weeks before the expected birth date, and
- (ii) no later than the actual birth date, and

ending

- ~~(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and~~
- (ii) no later than seventeen (17) weeks after the actual birth date leave begins.**

- (b) An employee who requests leave after the **giving** birth of to a child ~~or the termination of a pregnancy~~ is entitled to up to ~~six (6)~~ **seventeen (17)** consecutive weeks of unpaid leave, **which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date beginning on the date of the birth or the termination of the pregnancy.**

- (c) **An employee who requests leave after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.**

- ~~(e)~~ (d) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a), (b) or ~~(c)~~.

- ~~(d)~~ (e) A request for leave must:

(1) be given in writing to the Employer by submitting a medical certificate

(Form R-3/88) completed by her physician and sent to the Occupational Health Nurse Group as soon as the condition is known, and

(2) be given to the Employer at least ~~(3)~~ four (4) weeks before the day the employee proposes to begin leave.

~~(e)~~(f) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse Group, commence her leave of absence immediately.

~~(f)~~ (g) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.

~~(g)~~ (h) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

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

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

~~(i)~~ (j) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

~~(j)~~ (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.

(k) (l) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) (i) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without bulletining the job by:

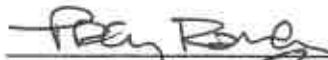






- (i) promotion of another employee from within the department or;
- (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.

(k) (m) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job bulletins.

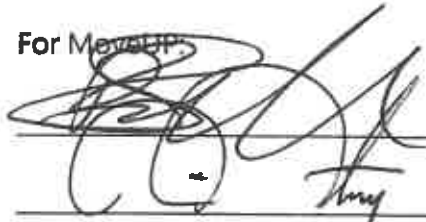


In order to qualify for the right to apply for job bulletins the employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per 19.06(a), above. The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job bulletins will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 10 day of December, 2019.

**Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019**

ARTICLE 19.08 – Parental Leave

The Parties agree to amend the language of Article 19.08 as follows:

19.08 Parental Leave

- (a) An employee who requests parental leave is entitled to:
- (1) for a ~~birth mother~~ **parent** who takes leave under the pregnancy leave provisions in relation to the **giving** birth of to the a child or children with respect to whom the parental leave is to be taken, up to ~~thirty-five (35)~~ **61** consecutive weeks of unpaid leave, **which must begin, taken under the pregnancy leave provisions unless the Employer and employee agree otherwise, immediately after the end of the pregnancy leave;**
 - ~~(2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,~~
 - (3) for a ~~birth father~~ **parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) **62** consecutive weeks of unpaid leave, **beginning which must begin after the child's birth and within fifty-two (52) **78** weeks after ~~that event~~ **the birth of the child or children, and******
 - (4) for an adopting parent, up to ~~thirty-seven (37)~~ **62** consecutive weeks of **unpaid leave, which must** beginning within ~~fifty-two (52)~~ **78** weeks after the child is **or children** are placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional **consecutive** weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;

(2) if the request is for leave under subsection (a), be given to the Employer at least ~~three (3)~~ **four (4)** weeks before the employee proposes to begin leave, and

(3) if required by the Employer, be accompanied by a medical practitioner's or **nurse practitioner's** certificate or other evidence of the employee's entitlement to leave.



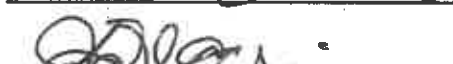






(d) An employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to ~~fifty-two (52)~~ **78** weeks plus any additional leave the employee is entitled to under Article 19.06 ~~(e)~~ (d) or subsection (b) of this Article.











The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

(e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 10 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 19.12 – Critical Illness Leave

The Parties agree to implement new language as Article 19.12 as follows:

**An employee is entitled to unpaid Critical Illness Leave in accordance with the
Employment Standards Act.**

For Coast Mountain Bus Company:


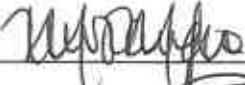
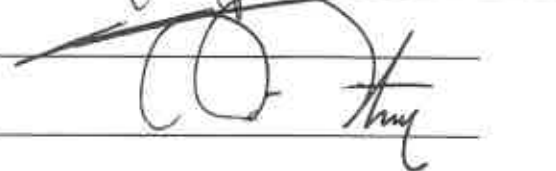








For MoveUP:

Dated this 16 day of January, 2020.

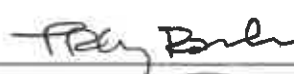
Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019


ARTICLE 19.13 –Domestic Violence Leave


The Parties agree to implement new language as Article 19.13 as follows:


In accordance with the *Employment Standards Act*, an employee is entitled to unpaid leave to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing if they or an eligible person has experienced domestic violence.

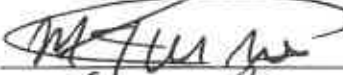
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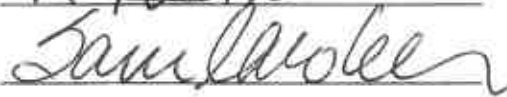















For MoveUP:







Dated this 16 day of January 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019


ARTICLE 20.08


The Parties agree to implement Article 20.08 as follows:

20.08 Professional Designation


When an employee is required to possess a professional designation or certification to be qualified for their position with the Employer, the employee will do everything necessary to maintain the designation/certification. Employees who allow their certification to lapse or expire, or who are unsuccessful in their recertification attempt, will not be allowed to work without the designation and will only be reimbursed for one additional attempt to recertify.

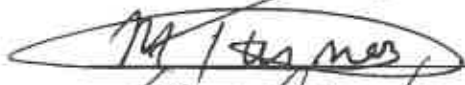
For Coast Mountain Bus Company:

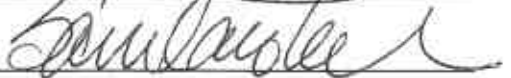




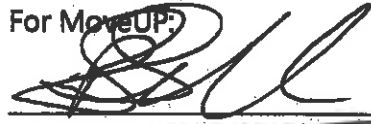


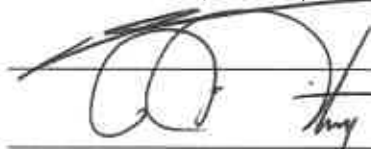


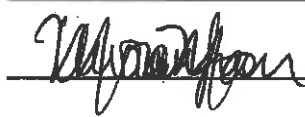




For MoveUP:







Dated this 16 day of January 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 21.04 (b)

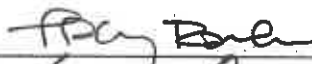
The Parties agree to amend the language of Article 21.04 (b) as follows:


21.04 (b) Income Continuance Benefits


- i) ~~Sick Leave~~ Supplement to Income Continuance Benefits: Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments. **Once an employee's sick leave is exhausted, the employee may supplement their income continuance benefits with their available banked time.**


- ii) The Employer will continue to pay 100% of an employee's benefit plan premium while ~~he/she~~ ^{the employee} is on income continuance.

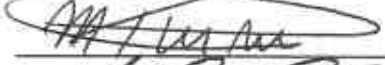
For Coast Mountain Bus Company:




















For MoveUP:







Dated this 11 day of December 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

ARTICLE 21.04 (d)

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

(d) Workers' Compensation Advance

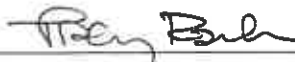
Employees on ~~Workers' WorkSafe BC injury Compensation~~ will be paid an advance equal to their base hours (i.e. seven and one-half (7 1/2) hours in the case of most employees in the MoveUP jurisdiction) times their hourly wage times ~~seventy-five percent (75%)~~ **sixty-eight percent (68%)** for each full day the employees are off on ~~Workers' WorkSafe BC injury Compensation~~. The advance will be paid on their regular pay cheques. ~~If the WCB WSBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from the WCB WSBC will be paid directly to the Employer.~~

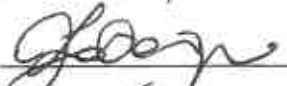
An employee whose ~~WCB WSBC~~ claim is denied, even if the claim is being appealed, will cease receiving advances.

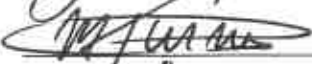
The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned 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 ~~WCB WSBC~~ advance will be recovered from the employee's final pay.

For Coast Mountain Bus Company:




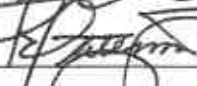


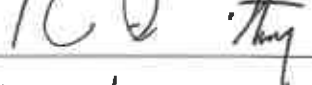







For MoveUp:









Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

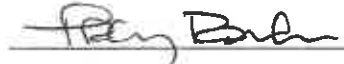

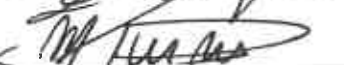

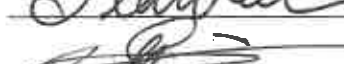




ARTICLE 21.05

The Parties agree to amend the language of Article 21.05 as follows:


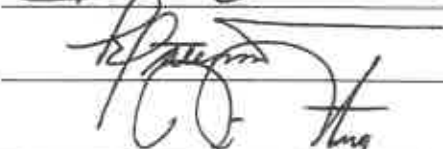
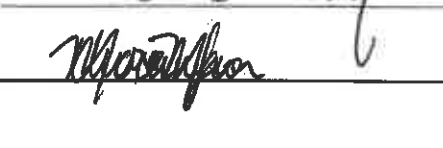
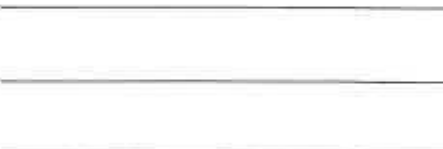

21.05 An employee working a five (5) day work week on leave of absence without pay for a period of fifteen (15) days or more in any calendar month or an employee working a four (4) day work week on a leave of absence without pay for a period of twelve (12) days or more in any calendar month, and so on, for reasons other than sick leave or maternity leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Articles 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

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

For Coast Mountain Bus Company:

For MoveUp:

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

ARTICLE 23.06 & LOA #7




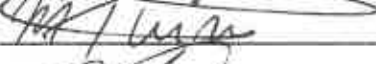


The Parties agree to delete LOA #7 and amend the language of Article 23.06 as follows:

23.06 Legal Representation




Nothing in Article 23.05 or Article 23.06 shall be interpreted as limiting the Employer's right to discipline any MoveUP employee under the terms and conditions of the collective agreement. **Complaints that lead to discipline must be substantiated by evidence.**

The remainder of Article 23.06 to remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 10 day of December 2019.

**Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019**

ARTICLE 23.07 & LOA #S1

The Parties agree to delete LOA #S1 and add Article 23.07 as follows:

23.07 Legal Representation – Transit Security Services

The following sections pertain to the Transit Security Department:

a) Definitions

“Department” – means Transit Security Services

b) Complaints Against Transit Security Employees

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

In instances where such a complaint is received, the employee concerned shall be notified of the complaint and shall receive a copy of the complaint.

c) Indemnification of Transit Security employees

The Employer agrees to indemnify and save harmless employees in the Department employed by Coast Mountain Bus Company from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee, while on duty, in the performance or attempted performance, in good faith of the duties of that employee provided however that the employee shall not be indemnified for punitive damages for the cost of legal representation arising from grievances under the Collective Agreement or for the acts or omissions of the employee which did not arise in the course of, or result from, the execution of the employee's duties, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, or willful violation of a lawful order.

d) Provision of Legal Services and Advice

It is understood that "legal costs: shall mean the reasonable cost of legal service and advice necessarily incurred on behalf of the employee. "Reasonable" shall be determined by reference to the account, detailing time and charge, rendered by the solicitor retained by or on behalf of the employee. Such account shall conform to the tariff of fees and disbursements fixed from time to time by the Attorney General of British Columbia and made applicable to the employer, or such other tariff as may be agreed upon by such solicitor and the employer in the advance of the legal costs being incurred.

Legal services and advice shall be made available by the employer to the employee in the following instances:

- i. An employee who is charged with a criminal or statutory offence arising from acts done in the performance, or attempted performance, in good faith, of the employee's duties shall be paid for legal costs incurred in the defence of such charge. It is understood that the employee shall have the right to select legal counsel in these cases.
- ii. An employee who is named as a defendant in a civil action in which the plaintiff claims a remedy as a consequence of acts done by the employee in the performance, or attempted performance, in good faith of the employee's duties shall be entitled to legal services and advice from a solicitor appointed by the employer and all legal costs shall be borne by the employer, provided that the employer shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable. It is understood that the employer shall select legal counsel in these cases.

If at any time in the course of the defence of action, the employer or the employee determines that a conflict exists or is likely to arise between their respective defence, then the employee shall be entitled to retain a solicitor.

- iii. In each of the foregoing instances when an employee is entitled to legal representation, or to be paid for legal representation, the legal costs shall include costs incurred in the taking of any appeal recommended by the solicitor retained for the legal services and advice. Should the employee initiate an appeal contrary to the opinion of the solicitor retained and subsequently win the appeal, the employee is entitled to be paid by the employer for legal costs thereby incurred, provided that the employee is entitled to legal representation or to be paid for legal representation as provided in (a) or (b) above.
- iv. Notwithstanding any other provisions of this Article, where two or more employees are charged with an offence or named as defendants in any action, arising out of the same, or a directly related incident, the employer may limit their right to legal representation by requiring that one solicitor be retained to represent the interests of all of them, unless, the solicitor determines that a conflict exists as between the interests of the employees whose interests are in conflict shall be entitled to separate legal representation. In circumstances where one solicitor is to be retained to represent more than one employee and the employees are unable to agree as to the selection of a solicitor, the matter shall be conclusively settled by a designate of the Employer and a designate of the Union.

- v. Any employee who intends to apply for legal services and advice in accordance with the provisions of this Article shall notify the Employer, in writing, within five (5) days of receiving formal notification of being charged with a criminal or statutory offence or being named a defendant in a civil action. Failure to comply with this time limitation may result in an employee being denied the right of legal representation at the expense of the Employer.

Nothing in this Article shall be interpreted as limiting the Employer's right to discipline any employee of the Department under the terms and conditions of the Collective Agreement.

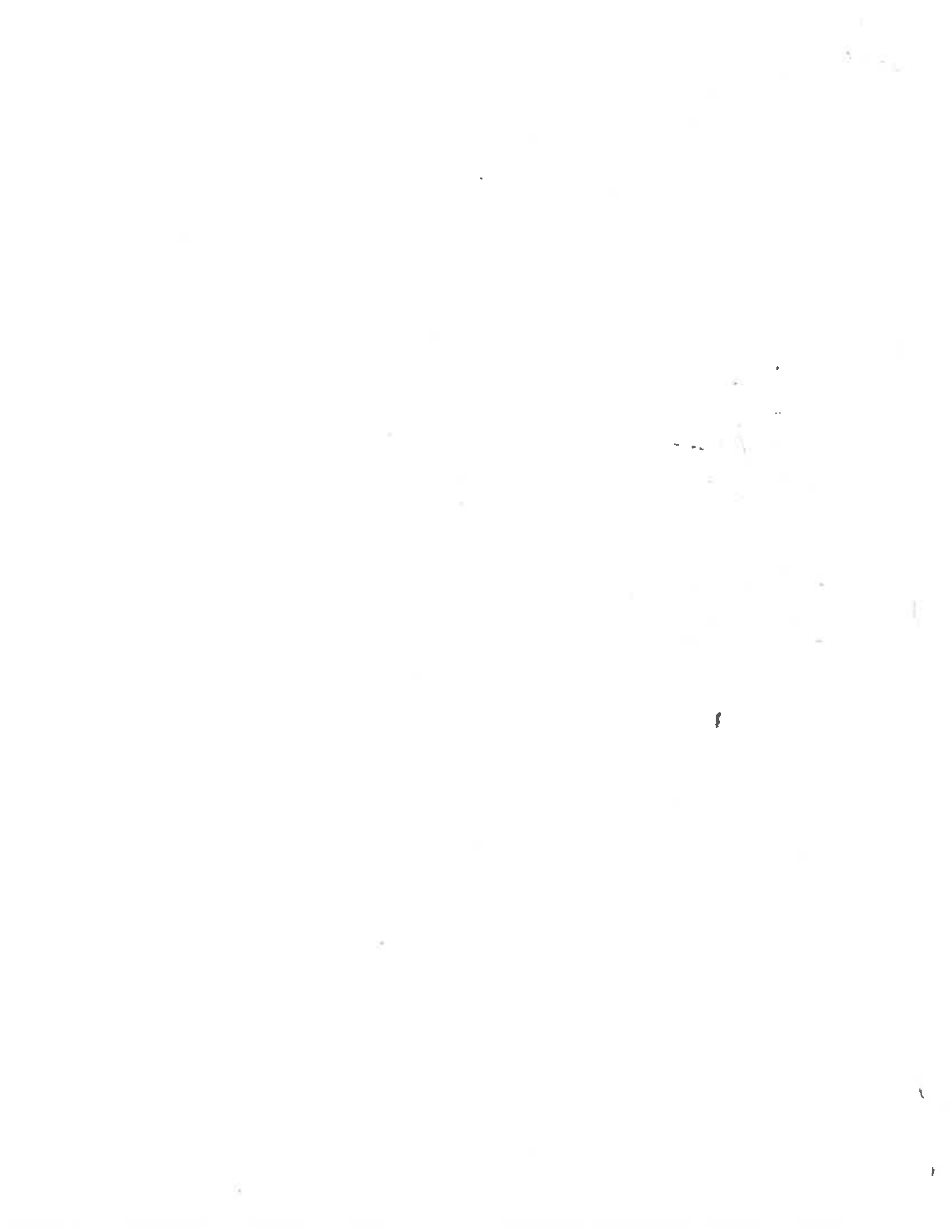
For Coast Mountain Bus Company:

For MoveUP:

Tony Parry
Slade
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Dated this 11 day of December, 2019.



Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

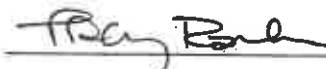
LOA #12 CMBC Clerical Relief Pool

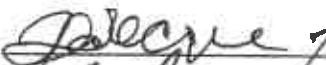
The Parties agree to add the following language to LOA #12 as follows:


- 5. Effective June 25, 2009, Clerical Relief clerks will receive credit for all accumulated hours worked in combined deployed Clerical Relief assignments for the purpose of granting Length of Service increases.**


The rest of this LOA remains unchanged.


For Coast Mountain Bus Company:






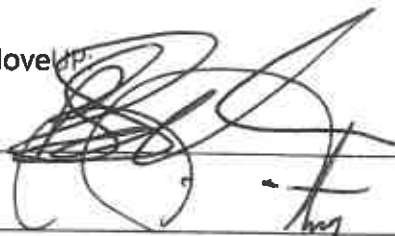










For MoveUP:







Dated this 10 day of Feb, 2020.




UP #33

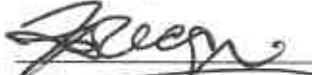
Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

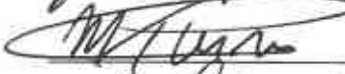
LOA #17 – Transition Issues


The Parties agree to delete LOA #17.


For Coast Mountain Bus Company:









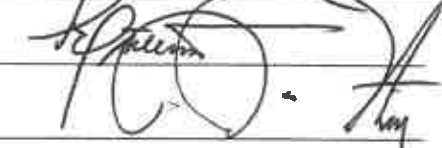







For MoveUp:







Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #19 – Medical Examinations

The Parties agree to amend the language of LOA #19 as follows:

~~The Employer and the Union agree that those persons responsible for administering the return to work program should 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.~~

In all circumstances where medical information about an employee is sought, the employee will first be given an opportunity to provide medical information from their treating physician.

Where the medical information provided is unclear or insufficient or there exists conflicting medical information and where satisfactory clarification cannot be obtained from the family or treating physician with follow-up questions, the Employer may consider the need for an Independent Medical Examination (IME).

In such cases, a licensed physician contracted by the Employer will determine whether an IME is required and will consider the Employer's policy on IME's and professional standards as part of their determination. Prior to any IME request being made of any employee, a Union Representative, who will have signed a confidentiality agreement, shall be advised of the pending request.

The Employer will provide a list of suitable specialists and the employee will be allowed to select a specialist from the list for the purpose of this examination. The employee and the Union Representative will, upon request, be provided with written reasons for any IME.

The Employer will pay for the cost of any medical information required from an employee, including the cost of the IME.

For Coast Mountain Bus Company:



For MoveUP:



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Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #26 – Depot Holding List Transfers


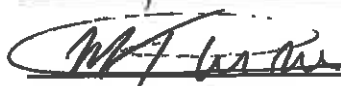

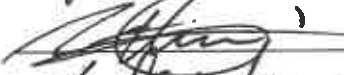



The Parties agree to remove "Depot Coordinators/Work Leaders" from the title of the LOA and amend the language of LOA 26 as follows:

The Parties agree that all full-time regular Depot Coordinators and ~~Depot Workleaders~~ will be offered the opportunity to change their permanent headquarters for temporary vacancies of ~~three (3)~~ **six (6)** months or longer and permanent vacancies prior to posting such jobs in accordance with Article 7.11.






1. The Depot Standards and Procedures Department will maintain a Holding List for each Depot and Depot Coordinators and ~~Depot Work Leaders~~ may have their names added to the lists for the Depot(s) of their choice, at any time, by using the designated form.
2. ~~Holding Lists shall expire on December 31st of each calendar year. The Depot Standards and Procedures Department will advise all Depot Coordinators and Depot Work Leaders via email at least seven (7) days prior to the list expiring. Depot Coordinators and Depot Work Leaders must resubmit their names for the Depots of their choice, by using the designated form. The new Holding Lists will be in effect on January 01st.~~
3. Vacancies shall be filled from the Holding Lists in order of seniority as set out in Article 6 of the COPE Collective Agreement, providing the employee's performance is satisfactory.
4. Applicants on the Holding Lists **will be required to accept the transfer.** ~~have right of refusal when contacted for available positions. If the applicant cannot be contacted because he/she is on an approved absence, the vacancy will be filled with a temporary applicant until the senior applicant returns to work, and is given an opportunity to accept the transfer.~~
5. ~~Should the applicant not accept the transfer to a particular Depot, the applicant's name shall be removed from the Holding List for that particular Depot. For permanent vacancies only, applicants who are removed from a list may have their names put back on the list by submitting a new form.~~
6. The final vacancy resulting from all transfers pursuant to this Letter of Agreement shall be posted in accordance with Article 7.11.
7. This Agreement is subject to cancellation by either Party by providing thirty (30) days prior written notice in which case this Letter shall be deemed to be extinguished and rendered

null and void for all purposes and LOA #26 as printed in the 2001 to 2004 COPE Collective Agreement will apply.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 24th day of February, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #27 Shift Worker Transition

The Parties agree to amend the language of LOA #27 as follows:

This letter shall be applicable to the following positions:

- Instructor;
- Lost Property Clerk;
- Lost Property Work Leader; and
- Occupational Safety and Health Officer.


The above-noted positions will be included in the Shift Job List in Article 11 of the Collective Agreement, with the understanding that Current Employees as defined below will remain subject to Article 10 unless they choose to become shift workers under Article 11. Future Employees as defined below will be subject to Article 11. Current Employees who choose to become shift workers may do so at any time, but once they choose to do so, they cannot revoke this choice.

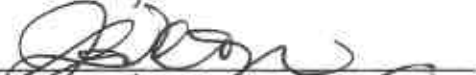
"Current Employees" are employees who hold one of the above-listed positions as of the ratification of this agreement. "Future Employees" enter the position after the date of ratification.


For the Instructor and Occupational Safety & Health Officer groups, it is understood that at least 50% of each group, ~~both Current and Future Employees,~~ will work Monday to Friday, with a starting time between 07:30 and 08:30, ~~depending on~~ **regardless of** whether they are shift workers or non-shift workers. **The Parties will meet to discuss sign-up procedures before the first shift sign-up.**

This Letter of Agreement shall be in effect so long as Current Employees remain employed in their current classifications.


For Coast Mountain Bus Company:









For MoveUP







Dated this 3 day of February, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #34 – EI Premium Reduction Program

The Parties agree to delete LOA #34.

For Coast Mountain Bus Company:

Ray Bua

Slade

Yup

[Signature]

[Signature]

[Signature]

[Signature]

For MoveUP:

[Signature]

[Signature]

Maughan

Dated this 11 day of December, 2019.

UP #43

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

LOA #38 – Re: Summer Student Program

The Parties agree to amend LOA #38 as follows:

Summer Student Positions (Staff Requisitions received/expected)

~~Student Benefits Assistant~~ _____ ~~Group 4~~

~~Mailroom Relief~~ _____ ~~Group 4~~

Student Shop Clerk – Trolley Overhead

Summer Student Positions Other

Student Fleet Maintenance File Clerk _____ Group 4

Student Inventory Analysis Clerk _____ Group 4

Student Project Assistant – Facilities _____ Group 5

Student Transit Planner _____ Group 6

For Coast Mountain Bus Company:

For MoveUp:

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

LOA #42 – Re: Introduction of Floating Maintenance Clerk Classification

The Parties agree to amend LOA #42 as follows:

The Parties hereby agree to the following terms and conditions associated with the creation of a new classification titled Floating Maintenance Clerk:

1. The Floating Maintenance Clerk shall perform a variety of clerical duties at various Transit Centres, ~~as scheduled~~, relating to vehicle maintenance as set out in the attached Job Description.
2. This position will be rated and paid as per the Floating Maintenance Clerk classification **and will be a shifted position and included in Article 11.**
3. In addition to providing extra coverage, the Floating Maintenance Clerks may provide coverage for annual vacation, RWWL, banked overtime, training, sick days and other miscellaneous absences based on the operational needs at the required Transit Centre. ~~Floating Maintenance Clerks will not provide coverage for Shop Clerks but may be required to provide backup for time sheet processing.~~
4. ~~The Employer will not require the Floating Maintenance and Shop Clerks to sign as a group for their vacations.~~
5. 4. **Each Floating Maintenance Clerk may be headquartered out of a particular transit centre. Clerks** When required to work at another operating centre, **Floating Maintenance Clerks** shall receive a travel allowance in accordance with Article 17.01(a) but will be exempt from Article 12.03 (based on the extra distance actually travelled over and above the distance the employee normally travels from his/her home to work). ~~It is agreed between the parties that the position of Floating Maintenance Clerk classification may be headquartered out of Port Coquitlam Transit Centre, North Vancouver Transit Centre, Richmond Transit Centre, or Surrey Transit Centre.~~
6. ~~As the Floating Maintenance Clerk will be required to work at various Transit Centres, based on operational requirements, the Employer will post a schedule listing where an employee will be working for a period of two (2) months. Hours of work primarily will be Monday, Tuesday, Thursday, and Friday 10:00 a.m. to 6:00 p.m. and Wednesdays 8:00 a.m. to 4:00 p.m.~~
7. 5. By serving thirty (30) calendar days prior written notice, the Employer or Union shall retain the uncontested right to completely discontinue this Letter of Agreement, then the letter shall be deemed to be extinguished and rendered null and void.

8- 6. This Letter of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein writing, and shall so apply, except as otherwise extinguished and rendered null and void pursuant to Paragraph number (7) (5) above.

9- 7. The Parties shall jointly discuss any matters that may have been overlooked in the introduction of this new job classification.

For Coast Mountain Bus Company:

Ray Buh
[Signature]
[Signature]
Blasler
[Signature]
[Signature]
[Signature]

For MoveUp:

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

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUp
for the Contract expiring March 31, 2019

LOA #M1 and #M4 – Re: Modified Work Week

The Parties agree to amalgamate LOA #M1 and #M4 as follows:

LOA #XX – Re: Modified Work Week

This Modified Work Week (MWW) Letter of Agreement shall be applicable to the following groups:

- **Environmental Officers; and**
- **Occupational Safety & Health Officers that are “Current Employees” in accordance with LOA 27.**

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

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

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week. The standard hours of work shall be 07:30-16:45. If the Company and one or more employees agree to alternate hours, either Party has the right to cancel that arrangement and revert to the standard hours with 36 hours' notice.

Workday

The workday shall be eight and three quarters (8.75) hours of work, exclusive of the thirty (30) minute lunch period.

Work Week

- (a) The standard workweek shall be four (4) days: Either Monday through Thursday, or Tuesday through Friday. When an employee vacates a position, the Company will grant the remaining employees an opportunity to change their days off, in seniority.
- (b) The RWWL days are integrated into the three (3) consecutive days off and will no longer be scheduled.

- (c) Twelve (12) times per year, ~~Occupational Safety & Health~~ Officers may be assigned hours of work within the Authorized Variations as defined in Article 10.01. In the case that the Officer is required to work within the Authorized Variations, ~~he/she~~ they will be eligible for the appropriate shift premium as per Article 11.04.
- (d) The Company has the right to change the hours of work in accordance with the provisions of 10.01(d)(i) and days of the week with thirty-six (36) hours' notice, subject to mutual agreement between the employees and their supervisor. It is understood that if absences, staff turnover or other events affect experienced coverage in the department, the employees will adjust their work days as directed to ensure adequate coverage in the department.

Employees required to change days worked who work five (5) 8.75 hour days in one week as a result, will take another day off in exchange at a mutually agreeable date.

Work Year

A total of 1826.25 hours shall constitute a work year. Participating employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved while the employees are working under the MWW. The Parties agree to review the total annual hours of straight time work performed by all the affected employees each five (5) years.

In the event that the total annual hours of straight time is not in accordance with the above, the Parties shall ensure that corrective adjustments are made to achieve the required consistency.

Salary

All employees shall receive the same rates of pay and be paid in the same manner as they are presently. To facilitate the Employer working within the existing pay system and the Collective Agreement, the following shall apply:

$$\frac{\text{Monthly Salary}}{152.1875} = \text{Hourly Rate}$$

Overtime

- (a) Overtime shall be paid after 8.75 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.
- (b) All time worked on an employee's scheduled days off shall be paid in accordance with Article 12.01(c) of the Collective Agreement.

- (c) Employees who are called in on an emergency on a regular day of work will be paid overtime for all hours worked outside of their regularly scheduled hours, and will be paid straight time for all hours worked within their regularly scheduled hours.

Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement:

$$\frac{\text{Number of Statutory Holidays Per Year} * 7 \text{ Hours Per Day}}{\text{Annual Work Hours Credit Banked}}$$

Annual entitlement: 84 hrs taken in 8.75 hr increments.

- (b) Annual entitlement shall be banked and the employees shall take all statutory holidays off that fall on their scheduled workday except as provided in (d) below.
- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent the employees carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If an employee's banked statutory holiday entitlement or any portion of it is not used by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

If an employee's banked statutory holiday entitlement is insufficient to cover all the time taken off as statutory holidays, the shortfall will be covered by other time-off banks of the employee's choice.

- (d) The Parties agree that the Employer has the right to require employees to work on a statutory holiday. Any arrangements for such work will be made in accordance with Article 14.08 of the Collective Agreement.

Vacation Entitlement

Vacation will be taken in accordance with Article 13. One (1) week of annual vacation is equivalent to thirty-five (35) hours.

Sick Leave

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

Opting Out

An employee may elect to opt out of the Modified Work Week agreement by writing to the Department Manager. If an employee opts out of the agreement all working conditions will be according to the Collective Agreement and this LOA will not apply to that employee. If such a request is made, it will take effect at the start of the second pay period following the Employer's receipt of the request. An employee who has opted out may request in writing to opt back into the agreement after a waiting time of at least six (6) pay periods. This LOA will apply to the employee at the start of the first eligible pay period after the request is granted.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

Continuation of the MWW for participating employees is contingent upon the absence of cost increases to the Company and the maintenance of an equivalent level of productivity to that which was achieved prior to the introduction of the MWW.

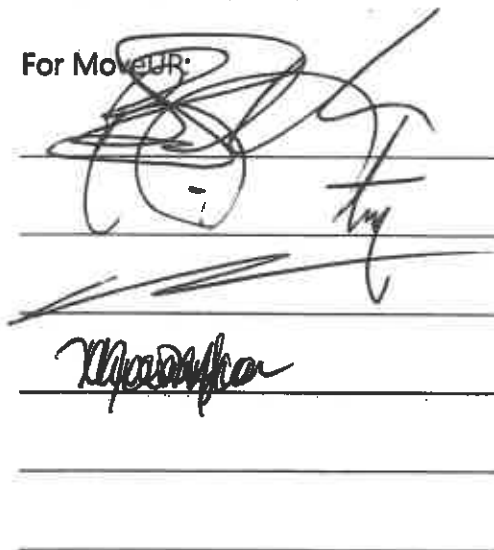
This letter is subject to cancellation by either the Company or the Union upon thirty (30) calendar days' written notice to the other party.

In the event that this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

For Coast Mountain Bus Company:



For MoveUP:



Dated this 10 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #M2 and #M3 – Re: Modified Work Week

The Parties agree to amalgamate LOA #M2 and #M3 as follows:

LOA #XX – Re: Modified Work Week

This Modified Work Week (MWW) Letter of Agreement shall be applicable to the following groups:

- **Fire Prevention Department; and**
- **Shop Clerks – Building Maintenance**

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

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

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week. The standard hours of work shall be 07:00 – 16:15.

Work Day

The work day shall be eight and three quarters (8.75) hours of work, exclusive of the 30 minute lunch period.

Work Week

- (a) The standard work week shall be **four (4) days**: Either Monday through Thursday, or Tuesday through Friday. Shift choices will be as designated by the Department Supervisor through sign-up.
- (b) The RWWL days are integrated into the three (3) consecutive days off and will no longer be scheduled.
- (c) Coast Mountain Bus Company has the right to change the hours of work in accordance with the provisions of 10.01(d)(i) and days of the week with

thirty-six (36) hours' notice, subject to mutual agreement between the employees and their supervisor.

Employees required to change days worked who work five (5) 8.75 hour days in one week as a result, will take another day off in exchange at a mutually agreeable date.

- (d) In the event that the Department Supervisor is expected to be away from work for a period of time of one week or more, the employees in ~~Fire Prevention~~ will adjust their work days as directed to ensure adequate coverage in the department.

Work Year

A total of 1826.235 hours shall constitute a work year. ~~The Employees in Fire Prevention~~ may be scheduled to work more, or less, than 1826.235 hours in a specific year. The balance of 1826.235 hours per year shall be achieved while the employees are working under the MWW in ~~Fire Prevention~~. The parties agree to review the total annual hours of straight time work performed by all the affected employees each **five (5)** years.

In the event that the total annual hours of straight time is not in accordance with the above, the Parties shall ensure that corrective adjustments are made to achieve the required consistency.

Salary

All employees shall receive the same rates of pay and be paid in the same manner as they are presently. To facilitate the Employer working within the existing pay system and the Collective Agreement, the following shall apply:

Monthly Salary = Hourly Rate
152.1875

Overtime

- (a) Overtime shall be paid after 8.75 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.
- (b) All time worked on an employee's scheduled days off shall be paid at in accordance with Article 12.01(c) of the Collective Agreement.

Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement:

$$\frac{\text{Number of Statutory Holidays Per Year} * 7 \text{ Hours Per Day}}{\text{Annual Work Hours Credit Banked}}$$

Annual entitlement: ~~77~~ 84 hrs taken in 8.75 hr increments

- (b) Annual entitlement shall be banked and the employees shall take all statutory holidays off that fall on their scheduled work day except as provided in (d) below.
- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent the employees carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If an employee's banked statutory holiday entitlement or any portion of it is not used by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

- (d) The parties agree that the Employer has the right to require employees to work on a statutory holiday. Any arrangements for such work will be made in accordance with Article 14.08 of the Collective Agreement.

Vacation Entitlement

Vacation will be taken in accordance with Article 13. One (1) week of annual vacation is equivalent to thirty five (35) hours.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to article 19.01(b) save and except the words "followed by deferred RWWL days".

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon sixty (60) days written notice to the other party.

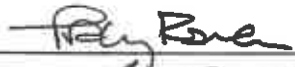
Continuation of the Modified Work Week for the Fire Prevention Department is contingent upon the absence of cost increases to the Employer and the maintenance of an equivalent level of productivity to that which was achieved prior to the introduction of the Modified Work Week.


In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.


Evaluation


~~The parties agree to reconvene after a four (4) month trial period to review the Modified Work Week Agreement and make any modifications deemed necessary.~~


For Coast Mountain Bus Company:









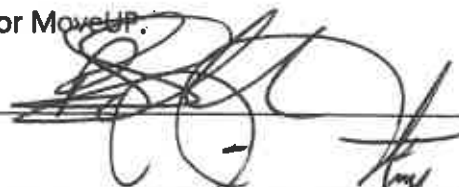










For MoveUP:







Dated this 10 day of December, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

Letter of Agreement #S2

The Parties agree to delete Letter of Agreement #S2.

For Coast Mountain Bus Company:



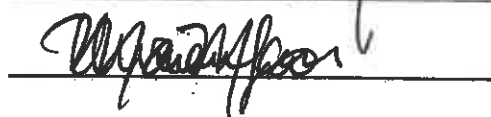








For MoveUP:

Dated this 21st day of Nov, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #S3

The Parties agree to incorporate the language signed off on August 15, 2017 regarding LOA #S3 as follows:

LOA #S3 ~~10 Hour Shift~~ Hours of Work

This letter shall **only be applicable to Transit Security Officers and Security Operations Coordinators** ~~be the only reference regarding 10 hour shifts for General Investigations Unit, General Security Patrol and Security Operations Coordinators unless amended or cancelled at a future date.~~

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

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

Working Hours

Working hours shall be the equivalent of thirty-five (35) hours per calendar week. ~~over a two (2) year period commencing January 18, 1993.~~

Work Day

The work day shall be any ~~ten (10) consecutive~~ **eight and three-quarter (8.75)** hours of work, exclusive of **the thirty (30) minute** lunch periods.

At each signup, a maximum of 50% (fifty percent) of the shifts available for signing may be split shifts.

Work Week

- (a) Shall be any four (4) consecutive calendar days of work, followed by the next ~~four (4)~~ **three (3)** consecutive calendar days as scheduled days off.
- (b) ~~As employees~~ **The RWWL days are integrated into the four (4) three (3) consecutive days off and will no longer not be scheduled.**
- (c) **The Company has the right to change the hours of work in accordance with the provisions of Article 11. It is understood that if absences, staff turnover or other events affect experienced coverage in the department, the employees will adjust their work days as directed to ensure adequate coverage in the department.**

Work Year

A total of 1826.25 hours shall constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved **while the employees are working under the MWW in the Security Department. The parties agree to review the total annual hours of straight time work performed by all the affected employees each 5 years.** ~~over each two-year period commencing January 18, 1993, the date of implementation of the 10 hour shift for Fare Inspectors.~~

Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced to the hours paid. To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

Overtime

- 1) Overtime shall be paid after ~~ten (10)~~ **8.75** hours of work in a day at 150% of the employee's hourly rate for the first hour following his/her regularly scheduled shift. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day.
- 2) All time worked on an employee's scheduled days off shall be paid in accordance with Article 12.01 (c) of the Collective Agreement.

Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: ~~77~~ **84** hours taken in ~~40~~ **8.75** hour increments.

- (b) Annual entitlement shall be banked for all employees covered by this letter and shall be scheduled off as mutually agreed by an employee and ~~his/her~~ **their** supervisor.
- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

(d) **Transit Security employees must sign 70 hours of statutory holiday hours in two (2), one-week periods (2 X 35 hour week). The remaining statutory holiday days may be taken as random days off and scheduled by mutual agreement of the employee and their supervisor. If toward the end of the calendar year it appears that the employee will be ineligible to receive pay for statutory holidays already taken as time off, or scheduled to be taken as time off, the employee may make up for that pay in accordance with the following:**

- i. The employee may request to work a day scheduled as time off for a statutory holiday. The request will not be unreasonably denied. The employee may perform this work as determined by the Employer.**
- ii. The employee may make up the shortage in pay by utilizing any unused banked time off.**
- iii. If there is no unused banked time available for the employee to use, the employee will be granted a Leave of Absence without pay.**

~~If through unforeseen circumstances an employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.~~

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1st - 7th anniversary	105 hours
8th - 15th anniversary	140 hours
16th - 22nd anniversary	175 hours
23rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words "followed by deferred RWWL days".

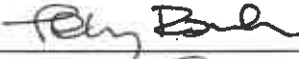



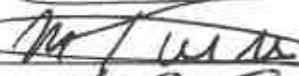
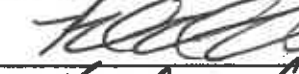


Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:



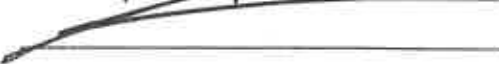





This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. ~~Further to this, all adjustments relating to the Fare Inspectors shall be reversed to comply with said Collective Agreement.~~

For Coast Mountain Bus Company:

For MoveUP:

Dated this 14 day of January, 2019.

UP #56

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

Letter of Agreement #S4 – Security Field Training

The Parties agree to amend Letter of Agreement #S4 as follows:

The parties agree to form a Joint Employer/Union Committee, consisting of up to two (2) representatives from both the Employer and the Union. The Committee shall meet to discuss the implementation of the Security Field Training ~~Program~~ Manual that will be developed by the Employer. As part of the mandate of the Committee, the Parties agree to discuss the issue of a premium to be applied to employees who are engaged in Security Field Training. It is understood that this Committee does not have the authority to bind the Parties but is responsible for the development of a proposal that will be jointly recommended to the principals of the Employer and the Union. **The training manual will be completed within six (6) months of ratification of the new Collective Agreement.**

Dated: November 15, 2006

Revised: **October 11, 2019**

For Coast Mountain Bus Company: _____

For COPE: _____

Cheryl Shizgal
Mark Langmead
Abby Kidd
Jaipa Ruparelia
Linda McLevy
Sandra Urbanski
Florence Webber

Kevin Payne
Ray Manning
Ron Williams
Ralph Paterno
Dave Park

For Coast Mountain Bus Company: _____

For MoveUP: _____

Ben For
Gallego
Myra
David
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Dated this 11 day of October, 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #S5 Transit Security Officer Holiday Block Shifts

The Parties agree to incorporate the language signed off on December 8, 2017 regarding LOA #S5 as follows:





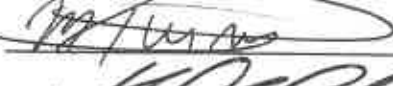


The Parties agree that Transit Security Officer Holiday Block Shifts are established primarily to provide coverage for annual vacation and banked statutory holidays. As well, these shifts may provide coverage for extended leaves of absence, long-term illness, project work, banked overtime, training and other miscellaneous absences. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

- 1. Holiday Block Transit Security Officers will assume the shifts and days off of the Transit Security Officers scheduled to be absent from work.**
- 2. The parties agree that these Holiday Block shifts shall be exempt from the work week defined in Article 11.02.**
- 3. It is understood that Transit Security Officers signing the Holiday Block shifts mentioned above may be required to cover available work when they are not already providing coverage. In such circumstances, the following will apply:**
 - (a) If a week or longer requires coverage, this week will be offered to available Transit Security Officer Holiday Blockers in seniority order, with the understanding that the junior Transit Security Officer Holiday Blocker will be required to sign the uncovered weeks;**
 - (b) If, even after (a), a Transit Security Officer Holiday Blocker is not covering work during the sheet, their days off for the particular week(s) will be determined at sign-up with a minimum of three (3) consecutive days of rest. In such cases those days off may be changed by the Employer, with two (2) weeks notice, at a later date to provide coverage for absences of at least one week arising after the sign up has taken place. It is understood that if this situation results in the employee being scheduled to work eight (8) days in a row, that such situation will be subject to mutual agreement between the supervisor and employee.**
 - (c) Assignments will be given as soon as possible but no later than two (2) weeks prior;**
 - (d) Assignments will be any shift.**








4. In accordance with the Collective Agreement, employees will be entitled to earn the equivalent of a maximum of eighty-four (84) hours of annual statutory holidays. It is understood that Transit Security Officers must sign 70 hours of statutory holiday hours in two (2), one-week periods (2 X 35 hour week). The remaining statutory holiday days may be taken as random days off and scheduled by mutual agreement of the employee and their supervisor. If toward the end of the calendar year it appears that the employee will be ineligible to receive pay for statutory holidays already taken as time off, or scheduled to be taken as time off, the employee may make up for that pay in accordance with the following:

- a) The employee may request to work a day scheduled as time off for a statutory holiday. The request will not be unreasonably denied. The employee may perform this work as determined by the Employer.
- b) The employee may make up the shortage in pay by utilizing any unused banked time off.
- c) If there is no unused banked time available for the employee to use, the employee will be granted a Leave of Absence without pay.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 11 day of December 2019.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #XX – Casual Scheduling

The Parties agree to implement the language of LOA #XX as follows:




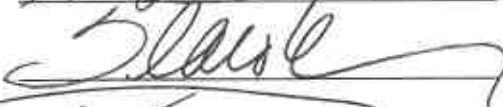
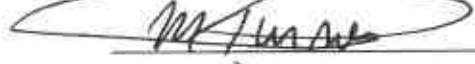

During negotiations for the contract expiring March 31, 2019, the Parties discussed their respective concerns regarding the above-captioned matter. As a result of these discussions, the Parties hereby agree to implement a trial casual scheduling procedure as follows:

- 1. Prior to shift sign-up under Article 11.05, casual employees will declare whether they will sign zero (0), one (1), or two (2) regular days off.**
- 2. After regular employees and Holiday Blockers have completed their shift sign-up, casual employees will select, from a list provided by the Employer, regular days off, in accordance with what they declared prior to sign-up, for that sign-up period.**
- 3. Casual employees will sign in order of hours worked over the last sign up to the most recent pay period cut-off.**
- 4. Other than their signed days off, casuals will be available for any shift.**
- 5. If a shift starts on one calendar day and finishes on the next calendar day, the day that the shift starts will be considered the work day.**
- 6. When scheduling casual shifts for the pay period, preference will be given to those with more availability. If availability is equal, the Employer will attempt to distribute the work as equitably as possible.**
- 7. When shifts become available during the pay period, casuals will be advised that a shift has become available.**
- 8. Casuals will be given a time period to respond based on departmental requirements and the timing of the available shift. Once that time period has been reached, of the casuals that have responded, the casual with the fewest hours worked in the pay period will be assigned the available shift.**
- 9. If no casual responds that they are available for the shift, the casual who has worked the fewest hours in the pay period will be assigned the shift.**
- 10. If a casual would like to request time off, a request can be submitted through the Workleader to the Supervisor on the appropriate form.**






11. After the sign-up has taken place, the Employer may request a casual's days off be changed at a later date to provide coverage in the department. Such requests will not be unreasonably denied.
12. Casuals may advise the Employer during the sign up that they wish to cancel their signed day(s) off. If they do so, the casual will be the last casual considered for work on that day.
13. New casuals will not be permitted to sign days off until the next shift sign up.
14. Each department may address issues with casual availability as they see fit.
15. Casual employees may exchange shifts among themselves provided that:
 - (a) Prior approval of such exchange is given by the employee's immediate supervisor; and
 - (b) The shifts being exchanged are scheduled for the same day.
16. This procedure does not apply to Clerical Relief Clerks.

It is understood and agreed that the above procedure is entered into by the Parties to this Agreement on a trial basis for a twelve (12) month period and will be subject to extension thereafter. During the life of this trial period the Parties agree to meet to discuss any issues that arise. Should either Party decide to cancel the Agreement, that Party will provide written notice thirty (30) days prior to the next shift sign-up. If this Agreement is cancelled, this Letter shall be deemed to be extinguished and rendered null and void and each department will schedule casual employees in accordance with Article 1.07 (d).

For Coast Mountain Bus Company:

For MoveUP:

Dated this 17 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

Letter of Agreement #XX


The Parties agree to implement a new LOA #XX as follows:


LOA #XX Payment For Treatment Programs For Employees With Substance Use Disorders


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


1. That, upon request from the employee and confirmation of acceptance by the treatment facility, CMBC will issue an interest free loan to a maximum of seventy-five hundred dollars (\$7500) to cover the cost of the recommended treatment program, and
2. The employee will sign a Repayment Agreement authorizing CMBC to recover the debt by payroll deduction.


For Coast Mountain Bus Company:




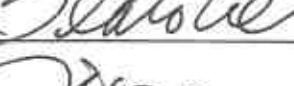







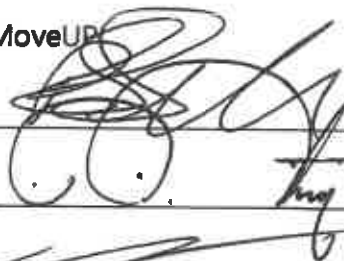










For MoveUP:







Dated this 14 day of January, 2020.

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Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #XX – Deferred Salary Leave Program

The Parties agree to implement a new Letter of Agreement #XX as follows:

Employees who have completed a minimum of forty-eight (48) months' continuous service as a regular employee are eligible to apply for the Deferred Salary Leave Plan (DSLPL). Approval will be subject to operational requirements.

This Program allows employees to defer 20% of their gross salary to finance a future leave of absence that will be six (6) or twelve (12) consecutive full calendar months.

A deferral period of 30 months (2.5 years) is required to earn a leave of 6 months. A deferral period of 60 months (5 years) is required to earn a leave of one year. Employees must select the number of months over which they will defer their salary at the time they apply to the program.

Deferral Period:

20% of gross earnings are deferred during the deferral period. Gross earnings include bi-weekly salary and all adds-to-pay, including but not limited to, overtime paid, vacation paid-out, and any allowances and premiums paid. During the deferral period, employees can expect to receive their gross earnings less 20 percent less required deductions. The employer will provide employees with an information document to which the parties have agreed.

Leave Period:

The leave must begin immediately after the completion of the deferral period. Employees are required to confirm their leave with their Manager three (3) months before the leave is scheduled to begin. During the leave, the total contribution made during the deferral period will be divided by the number of weeks in the leave and paid bi-weekly, less any deductions required by law. Vacation, statutory holidays, Reduced Work Week Leave (RWWL), and any other accrued leaves will not be earned during the leave. Public Service Pension Plan (PSPP) contributions cannot be made during the period of leave. Employees may purchase this period of leave for pension purposes based on PSPP rules at the time, and if they do, will be required to pay both employee and Employer portions of the pension contributions.

Benefits and Deductions:

Employees should be aware that during the deferral period and during the leave of absence, there are impacts on benefits and deductions. Benefits and deductions affected include, but are not limited to, Medical Services Plan (MSP) premiums (Employer cost revert to employee), Dental and Extended Health (employer cost revert to employee), Group Life Insurance, Long Term Disability/Income Continuance, Employment Insurance, PSPP

(employer and employee contributions, as per above), CPP, STD/sick leave, Voluntary Group Life, Statutory Holidays, Vacation and Union Dues.

Returning to Work:

CRA requires that employees return to work once their leave period is completed. The period of work after the leave must not be less than the period of the leave of absence. It is understood that this leave cannot be used as pre-retirement leave.

Cancelling Participation in the Plan:

Employees may cancel their participation from the DSLP if they:

- suffer from financial hardship; or
- suffer from total and permanent disability.

If the employee moves to another position where participation in the Plan is not approved, the employee's participation in the Plan will be cancelled.

If the employee cancels their participation, for any reason, the accumulated deferred salary will be paid out as a lump sum in the same calendar year as the cancellation occurs, and is subject to income tax.


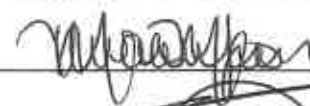
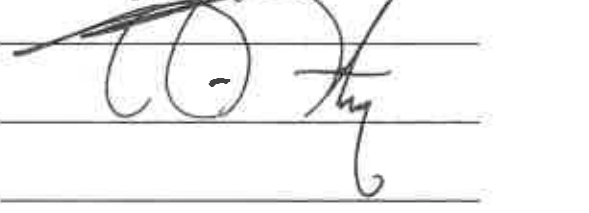
For Coast Mountain Bus Company:








For MoveUP:

Dated this 16 day of January, 2020.

Sign-off Document between
Coast Mountain Bus Company Ltd. and COPE, Local 378/MoveUP
for the Contract expiring March 31, 2019

LOA #XX – Union Observer

The Parties agree to implement the language of Letter of Agreement #XX as follows:

Union Observer

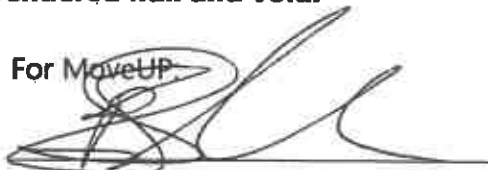
- 1. An internal applicant may request for a Union Representative to sit as an Observer to their interview as part of the selection process for a regular position in the bargaining unit.**
- 2. Union representatives shall be granted a leave of absence without pay to sit as an Observer insofar as the regular operation of the department in which they are employed will permit.**
- 3. The availability of the Observer will not affect the scheduling of the interview or any part of the selection process (i.e. if an Observer is not available for an interview, the interview and selection process will carry on without the Observer).**
- 4. The Observer will not be employed in the same department as the vacancy and will not be eligible to apply for the same position within one (1) year of the interview in which they sit as an Observer.**
- 5. The Observer will be permitted to sit in on selection interviews but shall not sit in on Employer deliberations. The Observer shall not ask questions, make comments or participate in any manner during interviews.**
- 6. The Observer will not be given the interview questions, and all notes taken by the Observer will be given to the Employer at the end of the interview to be retained with the competition file. No electronic or recording devices are permitted.**
- 7. The Observer will not delay or disrupt the selection process in any way.**
- 8. Upon request, the Union will be provided with the assessment scores and rankings at the end of the selection process.**
- 9. All information relating to the selection process will be kept strictly confidential.**

It is understood and agreed that the above procedure is entered into by the Parties to this Agreement on a trial basis for a twelve (12) month period and will be subject to extension thereafter. During the life of this trial period the Parties agree to meet to discuss any issues that arise. Should either Party decide to cancel the Agreement, that Party will provide written thirty (30) days' notice. If this Agreement is cancelled, this Letter shall be deemed to be extinguished and rendered null and void.

For Coast Mountain Bus Company:



For MoveUP



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Dated this 24th day of February, 2020.