

AGREEMENT

Between:

COAST MOUNTAIN BUS COMPANY



and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, Local 378**



Effective Date: 2019-04-01

Expiry Date: 2022-03-31

Table of Contents

	<u>Page</u>
ARTICLE 1. RECOGNITION CLAUSES.....	3
ARTICLE 2. UNION SECURITY AND DEDUCTION OF DUES.....	7
ARTICLE 3. GRIEVANCE PROCEDURE.....	9
ARTICLE 4. SALARY SCALES AND ALLOWANCES	14
ARTICLE 5. JOB DESCRIPTIONS AND EVALUATIONS.....	19
ARTICLE 6. SENIORITY	23
ARTICLE 7. EMPLOYMENT, TRANSFER AND TERMINATION	25
ARTICLE 8. LAYOFF AND RECALL	32
ARTICLE 9. DISCIPLINE AND DISMISSAL	37
ARTICLE 10. WORKING HOURS.....	38
ARTICLE 11. SHIFT WORK AND NON-STANDARD HOURS.....	41
ARTICLE 12. OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION	46
ARTICLE 13. VACATIONS.....	51
ARTICLE 14. STATUTORY HOLIDAYS.....	56
ARTICLE 15. SICK LEAVE ALLOWANCES.....	58
ARTICLE 16. CLOTHING ALLOWANCES.....	60
ARTICLE 17. TRANSPORTATION ALLOWANCE.....	62
ARTICLE 18. SAFETY REQUIREMENTS.....	65
ARTICLE 19. LEAVES OF ABSENCE.....	66
ARTICLE 20. TRAINING.....	73
ARTICLE 21. BENEFIT PLANS.....	76
ARTICLE 22. TRANSIT PASS	80
ARTICLE 23. PERSONAL RIGHTS.....	81
ARTICLE 24. EMPLOYEE PERSONNEL FILES.....	89
LETTER OF AGREEMENT #2 CASUAL SCHEDULING.....	94
LETTER OF AGREEMENT #10 DEFERRED SALARY LEAVE PROGRAM.....	96
LETTER OF AGREEMENT #12 CMBC CLERICAL RELIEF POOL	98

LETTER OF AGREEMENT #16 BANKED TIME TO COVER FAMILY RESPONSIBILITY LEAVE (FRL).....	99
LETTER OF AGREEMENT #19 MEDICAL EXAMINATIONS	100
LETTER OF AGREEMENT #20 PAYMENT FOR TREATMENT PROGRAMS FOR EMPLOYEES WITH SUBSTANCE USE DISORDERS	101
EFFECTIVE MARCH 24, 2020	101
LETTER OF AGREEMENT #21 HOLIDAY BLOCK DEPOT COORDINATOR SHIFTS.....	102
LETTER OF AGREEMENT #22 RE: ACTING DEPOT COORDINATORS.....	104
LETTER OF AGREEMENT #25 USE OF CASUAL AND PART-TIME EMPLOYEES IN CUSTOMER INFORMATION CENTRE (LOWER MAINLAND).....	105
LETTER OF AGREEMENT #26 RE: DEPOT HOLDING LIST TRANSFERS	107
LETTER OF AGREEMENT #27 SHIFT WORKER TRANSITION	108
LETTER OF AGREEMENT #28 JOB SHARE AGREEMENTS.....	109
LETTER OF AGREEMENT #30 UNION OBSERVER.....	112
LETTER OF AGREEMENT #37 RE: PAY GROUPS.....	113
LETTER OF AGREEMENT #38 RE: SUMMER STUDENT PROGRAM	114
LETTER OF AGREEMENT #42 RE: INTRODUCTION OF FLOATING MAINTENANCE CLERK CLASSIFICATION.....	115
LETTER OF AGREEMENT #43 RE: STUDENT ENGINEERING ASSISTANTS – MAINTENANCE ENGINEERING	116
LETTER OF AGREEMENT #44 RE: DEDUCTIBLE FOR EXTENDED HEALTH CARE BENEFITS	117
LETTER OF AGREEMENT #45 RE: TRANSFER OF LOCATIONS – FAREBOX ATTENDANTS.....	118
LETTER OF AGREEMENT #46 RE: DOMS TRAINING	119
LETTER OF AGREEMENT #48 RETIREE BENEFITS	120
LETTER OF AGREEMENT #50 MOVEUP FLAGS	121
LETTER OF AGREEMENT #M1 RE: MODIFIED WORK WEEK	123
LETTER OF AGREEMENT #M2 RE: MODIFIED WORK WEEK	127
TRANSIT SECURITY LETTER OF AGREEMENT #S3 HOURS OF WORK.....	132
TRANSIT SECURITY LETTER OF AGREEMENT #S4 SECURITY FIELD TRAINING	135
TRANSIT SECURITY LETTER OF AGREEMENT #S5 TRANSIT SECURITY OFFICER HOLIDAY BLOCK SHIFTS	136

AGREEMENT

THIS AGREEMENT

made between:

COAST MOUNTAIN BUS COMPANY LTD.

(hereinafter called the "Employer")

and

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

(hereinafter called the "Union")

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **2019-04-01**, and ending **2022-03-31** and thereafter until terminated as follows:
2. (a) Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice. After the expiry date of the Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

(b) Notwithstanding the above paragraph, it is agreed that the Labour Relations Code of British Columbia prevails in relation to the above provision.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean MoveUP (Canadian Office and Professional Employees Union, Local 378) members employed by the Employer and covered by the certificate referred to in Article 1.01 of this Agreement.

6. Joint Standing Committees:

Joint Standing Committees shall be instituted and continued on a variety of matters.

7. All references to "days" mean "working days"; reference to "years" mean "calendar years" unless otherwise specified in this Agreement.

Article 1. Recognition Clauses

1.01 This Agreement shall apply to and be binding upon all employees of the Employer described in a variation to a Certification issued to the Union on the 6 November, 1985 and which includes those employees "employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time." Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

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 **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.**

1.03 The Employer will not discriminate against any employee because of membership in the Union.

The Employer will permit employees who are officers or representatives of the Union to carry out their duties on the Employer's time and with no loss in pay in respect to investigating complaints, resolving grievances and distributing Union bulletins. Such employees when carrying out these duties on the Employer's time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. The Union will notify the Employer of its officers and representatives in writing on a regular basis.

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

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

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

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

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

- (b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.

- (c) Contracting In

When there is a reasonable opportunity to bring in third party contract work, or bring in work, which is currently being sub-contracted, the parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.

A joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employer's competitive position.

The joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Employer.

The committee must unanimously agree to any waivers of the provisions of the Collective Agreement as to the specific contracting in. These waivers will only apply for the period of the contracting in, unless extended by the parties.

Such terms and conditions, with a copy of any waivers, shall be detailed in a letter of provision and shall have no precedent value as regards to the Collective Agreement or attachments thereof.

1.07 Employee Definitions

(a) Full-Time Regular

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

(b) Part-Time Regular

(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.

(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.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period **they** will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension Plan. However, should a vacation relief employee's period of employment exceed four (4) continuous months **they** will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Article 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(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.

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

Article 2. Union Security and Deduction of Dues

- 2.01 (a) The Employer agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Employer, whichever event shall later occur, as a condition of continued employment by the Employer become and remain members of the Union and that the Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (b) The Employer will provide the Union with the following:
- (i) Employee Information: Listing of 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, monthly dues on regular earnings, monthly actual regular earnings, monthly overtime dues, monthly overtime earnings, monthly regular and monthly overtime dues combined, initiation fees, assessment dues, calendar year-to-date total of regular and overtime dues combined; as well as a list of employees in the Union who did not pay dues and the reason why dues were not deducted; and a list of dues deduction information for employees in other jurisdictions who worked in the Union and therefore paid Union dues. This list will be in compliance with the Freedom of Information and Protection of Privacy Act, and will be provided from Payroll to the Union on a monthly basis.
- (c) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.

2.02 Policies and Procedures

In cases where the Employer's policies and procedures conflict with the terms and conditions of the Collective Agreement the Agreement will prevail.

2.03 Labour-Management Cooperation

The Parties agree to cooperate to improve general efficiency and administrative practices.

2.04 Labour Management Committee

The Parties agree to form a Joint Employer/Union Committee to be known as the Labour Management Committee, to provide a forum for information exchange and discussion between the Union and Management.

The Committee shall be composed of six (6) members, three (3) Employer and three (3) Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

The Committee shall meet quarterly and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting, will be distributed to the members of the Committee.

2.05 Neither Coast Mountain Bus Company Ltd. nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with Coast Mountain Bus Company Ltd. or its representatives which conflicts with the terms of this Agreement. It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

2.06 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.

2.07 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.

Article 3. Grievance Procedure

3.01 Definition

- (a) "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Article 5.06. All other grievances shall be settled in accordance with the procedure as set out below:

3.02 Union or Employer Grievance

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

3.03 Employee Complaints and Grievances

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

(a) Employee Complaints

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

(b) Employee Grievances – Stage I

An employee or **their** Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

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

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

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

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

(c) Stage II

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

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

A hearing for Stage II grievances must be held within ten (10) working days of receipt of the Union's referral of the grievance to Stage II. A written decision shall be given to the Union no later than ten (10) working days from the date the grievance was discussed at Stage II.

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

(d) Stage III – Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

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

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any

disbursements incurred by Arbitration proceedings.

- (iii) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
 - (a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to **their** wages lost by reason of **their** dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
 - (b) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. J. Weiler, or a substitute agreed to by the Parties shall at the request of either Party:

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

3.05 Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstated. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Notwithstanding the above, time limits may be extended by mutual written consent of the Employer and the Union.

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

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 **Chris Sullivan**.
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03(d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
 - (a) A brief or pertinent documents will be jointly presented to the arbitrator.
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.

- (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be shared equally by the Parties.
 9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
 10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
 11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 12. The Parties shall share equally the fees and expenses of the arbitrator.
 13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

Article 4. Salary Scales and Allowances

4.01 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.

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.

SALARY SCALES AS OF April 1, 2019

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,766	16.9633	2,893	17.7421	2,985	18.3064	3,076	18.8644	3,198	19.6126	3,325	20.3915
2	3,019	18.5149	3,161	19.3857	3,259	19.9867	3,357	20.5878	3,494	21.4279	3,629	22.2559
3	3,294	20.2014	3,441	21.1029	3,556	21.8082	3,669	22.5012	3,814	23.3904	3,958	24.2736
4	3,600	22.0780	3,765	23.0899	3,877	23.7768	4,005	24.5618	4,160	25.5124	4,321	26.4998
5	3,923	24.0589	4,104	25.1689	4,237	25.9846	4,364	26.7635	4,534	27.8060	4,722	28.9590
6	4,291	26.3158	4,478	27.4626	4,626	28.3703	4,766	29.2288	4,957	30.4002	5,150	31.5838
7	4,681	28.7076	4,889	29.9832	5,045	30.9399	5,205	31.9211	5,408	33.1661	5,620	34.4662
8	5,112	31.3508	5,336	32.7245	5,506	33.7671	5,672	34.7851	5,905	36.2141	6,138	37.6430
9	5,572	34.1719	5,822	35.7051	6,009	36.8519	6,201	38.0294	6,442	39.5074	6,699	41.0835
10	6,088	37.3364	6,358	38.9922	6,562	40.2433	6,762	41.4699	7,029	43.1073	7,308	44.8184
11	6,640	40.7217	6,941	42.5676	7,165	43.9414	7,385	45.2906	7,681	47.1059	7,984	48.9641
12	7,252	44.4749	7,581	46.4926	7,824	47.9829	8,059	49.4241	8,380	51.3927	8,710	53.4165

SALARY SCALES AS OF April 1, 2020

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,849	17.4723	2,980	18.2757	3,075	18.8583	3,168	19.4287	3,294	20.2014	3,425	21.0048
2	3,110	19.0730	3,256	19.9683	3,357	20.5878	3,458	21.2072	3,599	22.0719	3,738	22.9243
3	3,393	20.8085	3,544	21.7346	3,663	22.4644	3,779	23.1758	3,928	24.0896	4,077	25.0034
4	3,708	22.7404	3,878	23.7829	3,993	24.4882	4,125	25.2977	4,285	26.2790	4,451	27.2970
5	4,041	24.7826	4,227	25.9233	4,364	26.7635	4,495	27.5669	4,670	28.6401	4,864	29.8299
6	4,420	27.1069	4,612	28.2844	4,765	29.2227	4,909	30.1058	5,106	31.3140	5,305	32.5344
7	4,821	29.5661	5,036	30.8847	5,196	31.8659	5,361	32.8779	5,570	34.1596	5,789	35.5027
8	5,265	32.2891	5,496	33.7058	5,671	34.7790	5,842	35.8277	6,082	37.2996	6,322	38.7715
9	5,739	35.1960	5,997	36.7783	6,189	37.9558	6,387	39.1701	6,635	40.6910	6,900	42.3162
10	6,271	38.4587	6,549	40.1636	6,759	41.4515	6,965	42.7148	7,240	44.4014	7,527	46.1615
11	6,839	41.9421	7,149	43.8433	7,380	45.2599	7,607	46.6521	7,911	48.5164	8,224	50.4360
12	7,470	45.8119	7,808	47.8848	8,059	49.4241	8,301	50.9082	8,631	52.9321	8,971	55.0172

SALARY SCALES AS OF April 1, 2021

Group	Minimum		Step 1		Step 2		Step 3		Step 4		Step 5	
1	2,934	17.9936	3,069	18.8215	3,167	19.4225	3,263	20.0113	3,393	20.8085	3,528	21.6365
2	3,203	19.6433	3,354	20.5694	3,458	21.2072	3,562	21.8450	3,707	22.7342	3,850	23.6112
3	3,495	21.4341	3,650	22.3847	3,773	23.1390	3,892	23.8688	4,046	24.8132	4,199	25.7516
4	3,819	23.4211	3,994	24.4943	4,113	25.2241	4,249	26.0582	4,414	27.0701	4,585	28.1188
5	4,162	25.5246	4,354	26.7021	4,495	27.5669	4,630	28.3948	4,810	29.4987	5,010	30.7252
6	4,553	27.9226	4,750	29.1307	4,908	30.0997	5,056	31.0074	5,259	32.2523	5,464	33.5095
7	4,966	30.4554	5,187	31.8107	5,352	32.8227	5,522	33.8652	5,737	35.1838	5,963	36.5698
8	5,423	33.2581	5,661	34.7177	5,841	35.8216	6,017	36.9010	6,264	38.4158	6,512	39.9367
9	5,911	36.2509	6,177	37.8822	6,375	39.0965	6,579	40.3476	6,834	41.9114	7,107	43.5857
10	6,459	39.6116	6,745	41.3656	6,962	42.6964	7,174	43.9966	7,457	45.7322	7,753	47.5475
11	7,044	43.1993	7,363	45.1557	7,601	46.6153	7,835	48.0504	8,148	49.9699	8,471	51.9508
12	7,694	47.1856	8,042	49.3198	8,301	50.9082	8,550	52.4353	8,890	54.5204	9,240	56.6669

4.02 Trade Differentials

Employees whose pay is determined by a differential over and above the pay of members of other unions with whom they work or by the contract provisions of other unions, shall be paid the greater of either the amount of the floor-rate or the amount that the salary range for their job group would provide after application of general increases and applicable length-of-service increases, in accordance with Article 4.04(f) below.

The following jobs shall involve pay differentials as defined above. The list of jobs and the relevant floor-rate are subject to change by mutual agreement between the Employer and the Union. The appropriate floor-rate and conditions related thereto shall be negotiated and set out on trade differential sheets.

Instructor
Chief Instructor

4.03 **Transit Data Collector** Premium

An employee experienced in traffic checking who trains a new checker shall receive a bonus of \$1.30 for each day when that training is for more than one-half a shift.

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, they shall regain their position within the salary scale on a non-retroactive basis.**
- (b) Increases will not be granted to employees on probation.
- (c) Only one length-of-service increase will be granted an employee while **they are** on sick leave. After returning to work the employee will next be entitled to an increase on the same date **they** would have been entitled to an increase had **they** not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Article 4.04(f) below by combining **their** service prior to and following **their** leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:

- (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Article 7.05, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An employee will progress along the salary scale at one year intervals until **they** reach the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.

An employee whose salary is equal to any step of **their** salary range will have **their** salary increased to the next higher step in that range.

An employee whose salary is between steps of **their** salary range will have **their** salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length of service increase which would place **them** above the maximum of the salary range.

An employee who is promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) An employee who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive **their** first length-of-service increase in **their** new job on the same date as **they** would have been entitled to receive a length-of-service increase had **they** remained in **their** former job.

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

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.

- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 7.05(a) and will continue to receive **their** length-of-service increases on the new job on the same date as **they** would have received them had **they** been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

4.05 First Aid Premium

In order to provide employees injured at work with quick and effective first aid treatment, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available in accordance with the Employer's specifications, which also include the requirements of **WorkSafeBC**.

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees on hours worked for holding valid Certificates as per below.

Designated Employees (Acting as Industrial First Aid Attendants, or their Back-up, under **WorkSafeBC** Regulations or as specified by the Employer).

Pay Allowance in Addition to the Basic Rate	
Level 1	\$.30 per hour
Level 2	1.25 per hour
Level 3	1.25 per hour

4.06 Training Premium

In classroom-style training situations, where an employee who does not have responsibility for conducting training as part of **their** defined job duties is assigned to conduct such training, **they** shall be paid a premium of five percent (5%) of **their** normal hourly rate for all time spent in instruction. This premium is only payable where typical classroom training occurs or is simulated and includes such elements as: a prescribed curriculum, the preparation of materials and/or lesson plans, a choice of teaching methodologies, and a formal assessment of the candidates.

4.07 Second Language Premium

Employees in Customer Information who are regularly required by the Employer to use a language other than English in the performance of their job responsibilities will receive a monthly premium equal to five percent (5%) of their regular monthly salary.

Article 5. Job Descriptions and Evaluations

5.01 Establishment of Job Evaluation System

- (a) It is the intent of this Article that all jobs will be evaluated consistently and equitably relative to each other by use of the Coast Mountain Bus Company Ltd./MoveUP Gender Neutral Job Evaluation Manual.
- (b) Job evaluations and grouping of jobs established under the Coast Mountain Bus Company Ltd./MoveUP Gender Neutral Job Evaluation Plan shall be changed only through application of that plan, and related procedures as set out in this Article.

5.02 New Job Classifications

A new job classification is defined for the purpose of this Article as:

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

5.03 Job Description and Evaluation Procedure

- (a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix B. Appendix B will be updated every six (6) months by the Human Resources Department, and forwarded to the Union Office.
- (b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may contact Human Resources to discuss any problems or to obtain information related to jobs under review. Jobs may be appealed by the Union if a joint review has been completed and no agreement can be reached on the evaluation.
- (c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
- (d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done using the factor and level definitions outlined in the Plan.

- (e) 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).
- (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.**
- (g) All job descriptions will be evaluated by the Human Resources Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

5.04 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint four (4) Job Evaluation Review Officers. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officers.
- (b) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under **Article 5.07**.
- (c) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.

5.05 Job Evaluation Review Procedure

- (a) 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 or **their** designate, will respond to and/or meet with the incumbent to **complete** the review within thirty (30) working days of **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) 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.

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

5.06 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 **received by Human Resources**.

5.07 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.

5.08 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 work leader 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.**

Article 6. Seniority

6.01 All employees of the Employer as of 6 November, 1985 shall have their accumulated seniority as total continuous elapsed time as an employee of the Employer and its predecessors in a job category under MoveUP jurisdiction.

All employees hired subsequent to 6 November, 1985 shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under MoveUP jurisdiction.

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

(a) Full-time temporary and casual employees who obtain regular status, shall be granted seniority calculated from their Employer entered service date within the MoveUP jurisdiction based on all hours worked (excluding overtime) since March 28, 2005.

(b) When two or more Full-Time Temporary or casual employees are being considered for a vacancy posted pursuant to Article 7.11 of this Collective Agreement, Article 7.11(d) will apply to these employees and they will be considered to have seniority calculated from their Employer entered service date within the MoveUP jurisdiction based on all hours worked (excluding overtime) since March 28, 2005, for the sole purpose of filling these postings.

6.03 Part-time regular employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by **WorkSafeBC**.

For the purposes of converting seniority from hours to years for part-time regular employees only, regular hours worked will be multiplied by 1.0652.

6.04 An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of **their** return except as otherwise provided in this Agreement.

Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Article 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one (1) year from the date that the employee is required to withdraw from the Union under this provision.

6.05 (a) Military leave of absence, leave of absence on Union business or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.

(b) An employee granted a leave of absence for any reason other than those covered in (a) above will accumulate seniority during the duration of such absence provided they maintain their membership in the Union.

- 6.06 (a) An employee who is on the recall list shall retain **their** past seniority plus continue to accrue seniority while on that list.
- (b) Seniority accrued while on the recall list will not be considered in determining Employer service.

6.07 Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.

6.08 Working Outside of Bargaining Unit

Regular employees who obtain temporary positions outside the MoveUP bargaining unit but remain within CMBC shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their MoveUP membership and remit required Union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required.

6.09 For employees hired after March 31, 2019, if two (2) or more employees have the same seniority date, their relative seniority shall be determined by their Employee Number, as issued by the Employer on their date of hire.

Article 7. Employment, Transfer and Termination

7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 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.

7.02 Hiring Rates

- (a) New employees will be hired at the minimum rate for the job, except that the Employer may hire up to the midpoint of the salary range, at its option, to recognize related experience. New employees may be hired above the midpoint of the salary range in exceptional cases, provided agreement is reached with the Union. Such agreement shall not be unreasonably withheld.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which **they are** employed, **their** salary will be determined as though **they** were a new hire, except that consideration will be given to **their** experience, as set out in the previous paragraph.

7.03 Employee Listing

The Employer will provide the Union monthly with a list of all employee hirings, transfers, promotions and terminations, in compliance with the *Freedom of Information and Protection of Privacy Act*.

The parties agree to refer the above clause to the Information Committee.

7.04 Promotions, Demotions and Transfers

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (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 **one (1)** working day and in the case of Articles 7.06(a) and 7.06(b) is for six (6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for **their** job until such maximum is raised to a level above **their** salary.
- (f) By definition, "blue circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for **their** job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of **their** base rate plus a trade differential, as defined in Article 4.02.

7.05 Permanent Promotions

- (a) When an employee is promoted **they** will receive an increase of 5% on **their** base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group **they** shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, **they** shall receive such maximum.
- (b) When an employee is promoted from one floor-rated job to another floor-rated job **they** will receive an increase on **their** base rate in accordance with (a) above. Further, where the employee's old floor rate is lower than **their** new floor rate **they** will receive the new floor rate; but where the employee's old floor rate is higher than **their** new floor rate **they** will be red-circled at **their** old floor rate.

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

- (c) When an employee is promoted from a position **they have** taken under the provisions of Articles 7.08(b) or (c) the following salary policy will apply:
 - (i) If the employee has been on the lower grouped job more than one (1) year **they** shall be promoted in accordance with 7.05(a) above.
 - (ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group **they** held prior to demotion, **they** will receive the salary **they** would have achieved had the employee remained on that higher job group level.
 - (iii) If the employee is promoted to a job group higher than that **they** held prior to **their** demotion, **their** salary will be determined by applying firstly the provisions of 7.05(c)(ii) and then the provisions of 7.05(a).

7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position **they** shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds **one (1)** working day.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level **their** promotional increase will be determined by Article 7.05(a) above. If a temporary promotion is four (4) groups or more above **their** current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which **they** would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to **their** regular job. The salary at which the employee returns to **their** regular job shall include any automatic increases that would otherwise have come to **them** during the period of transfer. An employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on **their** regular job, have **their** salary increased by applying the provisions of 7.05(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

(g) Temporary Transit Instructors

The Parties agree that Temporary Transit Instructors shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase.

7.07 Lateral Transfers

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

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

7.08 Demotions

(a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.

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

If the employee has a year or more of service in the higher grouped job, upon demotion **they** will retain **their** rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum **they** will be reduced to the maximum of the lower group. If the employee has less than one (1) years' service in the higher-grouped job, upon demotion **their** salary will be that which **they** would have attained had **they** moved directly to the lower-grouped job on the same date that **they** moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be in accordance with 7.08 (d). Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to **their** lower job grouping.

(c) Any employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain **their** salary and horizons on a blue-circle basis under the following conditions:

(i) Regular employees must accept retraining as provided by the Employer without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.

(ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not

involve a change in Regional Transit Service Area.

- (iii) Regular employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
 - (iv) The Union will waive job bulletins to facilitate transfers of employees.
- (d) In the case of an employee who accepts an accommodation into a position in a lower pay group, the following salary policy will apply:
- (i) On the first day in the lower grouped job, the employee's salary will be reduced to the maximum of the next lower group than the employee's previous position;
 - (ii) Six months after the employee's first day in the lower grouped job, the employee's salary will be reduced to the maximum of the next lower group;
 - (iii) This reduction will continue until the employee has reached the maximum of the pay group in the accommodated position.

7.09 Eligibility for Job Competitions

- (a) An employee with less than six (6) months' service in **their** entry position is not eligible to compete for a promotion unless **the employee** has the approval of **their** Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the employee has the approval of **their** Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

7.10 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under MoveUP jurisdiction, shall be given to Local 378 members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular employees.
- (b) Full-time temporary employees and casual employees with one (1) year's accredited Coast Mountain Bus Company Ltd. service in the two (2) years immediately preceding the job vacancy.

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

7.11 Job Posting

- (a) All **regular** MoveUP job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of **temporary** vacancies involving

vacation relief or a duration of less than **six (6)** months. Any jobs mutually agreed **to** by the Employer and the Union **may be excluded**.

- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances bulletining may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, existing job title, for the Employer job vacancies under MoveUP jurisdiction. A late applicant shall be considered for a bulletined job provided **the employee** was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was bulletined, and provided **their** application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.
- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, **their** ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and bulletin prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on **their** present job.

Testing used in job selection competitions will be relevant to the job duties of the posted position.

The Company will ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

- (e) Non-MoveUP bargaining unit employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this Article.
- (f) Although selection of employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for MoveUP job bulletins upon request to the local Human Resources Offices.

7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over **six (6)** months in duration 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 the 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.

All employees moved in accordance with this language shall have vested rights to return to **their** regular position at the conclusion of the period of the temporary transfer.

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 **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.
- (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, Coast Mountain Bus Company Ltd. will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.

- 7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Employment Services Department. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to **their** new job because of a delay ascribable to the Employer, **they** will be paid as if **they** were in the new position, except that if the position is a down group the employee shall continue to receive their current pay. Notwithstanding the above, employees shall assume the duties of their new position no later than ten (10) weeks from the date of notification. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

Article 8. Layoff and Recall

- 8.01 (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. During this meeting, the Parties will determine if the lay-offs are to be handled in accordance with Article 8.01 or 8.09.
- (b) The basic principle in applying layoff to any regular employee shall be last hired, first laid off within the classification at the location affected provided the retained employee can perform the job. It is understood that employees either placed in a vacancy or exercising bumping rights under Article 8.02 and 8.03 shall be governed by the following:
- (i) Full-time regular employees are eligible for full-time or part-time regular positions. Part-time regular employees are eligible for part-time or casual positions.
 - (ii) Employees who are placed or who bump into a position are only eligible for such position if, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.
- (c) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (d) Employees so affected will be offered the following in the following order:
- 1. The employee may choose to bump a junior employee within the classification or accept placement in a vacancy in accordance with Article 8.02;
 - 2. Failing the above, the employee may choose to bump in accordance with Article 8.03 or elect severance pay in accordance with Article 8.04.
- Regardless of whether an employee is placed in a vacancy or is allowed to bump, if after thirty (30) working days the employee is unsuccessful in the position, the employee is eligible for a second position through the methods set out above. If the employee is unsuccessful in the second position after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06 and may elect severance in accordance with Article 8.04.
- (e) The intent of this language is to minimize the effect of a layoff notice on other bargaining unit employees.

8.02 Placement

- (a) Placement in an equal or higher group position

The Employer will endeavour to place a regular employee laid off in a vacant position of equal group to the position held by the employee or to a higher group position previously held by the employee in accordance with Article 8.01 (b). An employee offered such a position is required to accept the position.

In such cases the Union agrees to waive the requirement to post.

(b) Placement in a lower group position

Where placement in a lower group position is made available to an employee in accordance with Article 8.01 (b) the employee may:

- (i) elect to accept the position; or
- (ii) exercise bumping rights under this Article.

In such a case, the employee is required to declare their election within five (5) working days of the offer for placement. If another vacancy arises before the employee has so declared, the employee may be offered the other vacancy for consideration, but must still declare within the original five (5) working days timeframe.

If the employee elects to bump, the employee may choose to accept a lower group vacant position in accordance with Article 8.01 (b) if one becomes available before the bump occurs.

It is understood that at any time before the bump occurs, if a vacancy in the same or higher job group arises in accordance with Article 8.01(b), the employee is required to accept that vacant position.

8.03 Bumping

A regular employee who is subject to layoff, and who is eligible to bump under Article 8.02, may elect to exercise their bumping rights in accordance with Article 8.01 (b) on the following basis:

- (a)
 - (i) They may bump an employee with less seniority in a job which the employee subject to layoff previously held as a regular employee, or
 - (ii) They may bump an employee with less seniority in an equal or lower group that the displaced employee has not previously held.
- (b) Regular employees who are bumped under the foregoing provisions shall in turn be laid off in accordance with this Article.

8.04 Severance Pay

- a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.03 will be laid off with severance pay as follows:
 - 6 consecutive months of service – 2 weeks' regular earnings;
 - 3 consecutive years of service – 3 weeks' regular earnings;
 - Thereafter – one week's pay for each additional year of service.

- b) An employee who is eligible to receive severance pay in accordance with (a) above may elect to:
 - (i) Take a lump sum payment equivalent to the full amount of **their** severance pay entitlement.
 - (ii) Defer payment of **their** severance pay entitlement until any time during **their** layoff and recall period or until **their** layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
 - c) A regular employee who receives severance pay, if **the employee** is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.
- 8.05 (a) An employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain **their** rate if it is not beyond maximum of the lower group job; if it is beyond maximum **they** will be reduced to maximum of the lower group.
- (b) An employee affected by reduction in staff who assumes a lower group job under the terms of this Article, and who has less than one (1) year's service in the higher group job will assume the salary which **they** would have attained had **they** moved directly to the lower group job on the same date that **they** moved to the higher group job.
- 8.06 A regular employee who accepts another job under this Article shall have the right to reinstatement of **their** former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary **they** would have attained assuming **they** had not transferred to the position.
- 8.07 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all bulletined jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms **their** availability at three (3) month intervals with the Manager, Human Resources.
- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer shall post the position in accordance with Article 7.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have seven (7) calendar days

from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower group job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.

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

8.08 Copies of recall lists will be available to the Union upon request. Copies of all notices of recall will be sent to the Union Office.

8.09 Automation & New Procedure

- (a) The Employer will provide the Union with **at least sixty (60) days' notice** prior to introducing automation, new equipment or new methods or procedures, which **will** result in the displacement or downgrouping of regular employees.
- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:
 - (i) Training
 - (1) For the operation of new equipment.
 - (2) For qualifying for new jobs created by such changes.
 - (3) For other vacant positions within the Employer for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(ii) Placement

The Employer will attempt to place employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the employee is capable of filling with training provided in (i)(3) above.

(iii) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Article 8.03.

(iv) Salary Treatment

Regular employees affected by this Article who are placed in lower group positions shall receive salary treatment under Article 7.08(c).

- (c) Regular employees who are unable, or refuse to bump under Articles 8.03 shall be laid-off in accordance with the provisions of Article 8.

Article 9. Discipline and Dismissal

9.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. In cases of potential dismissal or discipline requiring investigation, the Employer shall have the right to place an employee on Administrative leave with pay during the investigation. Administrative leave shall not be considered as disciplinary.

9.02 Union Representation

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

9.03 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

9.04 Right of Appeal

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any employee.

Article 10. Working Hours

10.01 Work Day and Week

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

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01(g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Article 19.01(b) and Article 19.03.
- (c) Definitions
 - "Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
 - "Authorized Variation" means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
 - Notwithstanding the above, Instructors may be assigned hours of work within the Authorized Variation as defined in this Article. In such a case, **they** will be eligible for the appropriate shift premium as per Article 11.04. In addition, twelve (12) times per calendar year, each Instructor may be assigned work within the Additional Authorized Variation, in which case, **they** will be eligible for double the appropriate shift premium as per Article 11.04 for the hours within the Additional Authorized Variation.
 - In addition, twelve (12) times per calendar year, each Occupational Safety and Health Officer (OS&H) may be assigned hours of work within the Authorized Variation as defined in this Article. In such a case, **they** will be eligible for the appropriate shift premium as per Article 11.04. If the OS&H Officer is assigned work within the Additional Authorized Variation, **they** will be eligible for double the appropriate shift premium as per Article 11.04 for the hours within the Additional Authorized Variation.

- (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
 - (ii) Lunch break – Standard – one half (1/2) hour

 Authorized Variation – one (1) hour.
 Rest period – A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

 Subject to prior Management approval, employees may combine their rest period(s) and/or lunch break.
 - (iii) Work Week – Standard – Monday through Friday

 Authorized Variation – Monday through Saturday in the Training Department and the Lost Property Department. Employees permitted to work an authorized variation may be amended by agreement of the Parties.
 - (iv) Application – Standard – to be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

 Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off*, however any deferred days may be used for:
 - (a) Sick leave supplement,
 - (b) Pay-off on termination,
 - (c) To cover for leaves of absence pursuant to Article 19.01(b) and Article 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.

* This requirement is not "Subject to Departmental Requirements".
 - (e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
 - (f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of 1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

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

- (g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for the period they are absent in excess of 30 days.

Article 11. Shift Work and Non-Standard Hours

11.01 Shift Work

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

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

Shift Job List

Applications Support Coordinator	Farebox Receipts Attendant
Community Shuttle Clerk	Farebox Receipts Workleader
Customer Information Clerk	Fleet Maintenance Assistant
Customer Information Data Administrator	Instructor
Customer Information Data Automation Workleader	Lost Property Clerk
Customer Information Trainer	Lost Property Workleader
Customer Information Work Leader	Maintenance Clerk
Customer Care Representative	Occupational Safety & Health Officer
Customer Care Workleader	Operations Assistant
Depot Coordinator	Security Operations Coordinator
Depot Workleader	Transit Data Collector
Farebox Attendant	Transit Security Officer

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

- (a) Working Hours
 - (i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
 - (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.
- (b) Work Day
Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.
- (c) Work Week
Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

- (d) Work Year
An employee who does not receive 104 days off (excluding RWWL days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Article.
- (e) Lunch and Rest Periods
 - (i) The lunch period will be taken as close as possible to midshift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.
 - (ii) A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.
 - (iii) Subject to prior approval, employees may combine any two breaks (either their lunch period and rest period, or both rest periods). No break can be taken within the first or last half hour of the shift.
- (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.**

11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 ½) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

11.04 Shift Premiums

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

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

A spreadover premium shall apply to any worker whose normal day 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.

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.

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 absences **or other circumstances that arise after shift sign-up**, the Employer may request an employee to temporarily change **their** shift or work overtime. Such requests will not be unreasonably denied by the employee.

When shift employees' shifts are changed, **twenty-eight (28)** 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 **28** hours, **18** hours for Security Personnel, no penalty.
 - (ii) Any shift commenced inside the **28** hours' notice 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 to determine whether the alternate hours can be accommodated. Every reasonable consideration will be given to the proposal.**

11.10 Transit Data Collectors

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 **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 01, 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 workweek 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.**

Article 12. Overtime, Call-out, Standby and Telephone Consultation

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**.

One and one-half (1 ½) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day except that two (2) times an employee's base rate will be paid for:

- (a) All hours in excess of eight and one-half (8 ½) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- (b) All hours in excess of seven and one-half (7 ½) hours worked in a work day where an employee works overtime both before and after **their** scheduled shift on that day.
- (c) All work on an employee's scheduled days off up to nine (9) hours 200%, and thereafter 225%. It is the intent of the Employer to minimize having employees work more than ten and one-half (10 ½) hours on their scheduled days off.
- (d) All overtime worked between the hours of 00.00 and **their** normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of seventy-five (75) hours in a calendar year. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor up to the maximum of seventy-five (75) hours taken in any calendar year. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bank only those hours sufficient to bring **their** bank to the seventy-five (75) hour maximum in the subsequent calendar year. (For example, an employee carrying over fifteen (15) hours to a subsequent year will only be permitted to bank up to an additional sixty (60) hours during that subsequent year.)
- (f) An employee may request to have the total amount in their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day where such excess hours worked are the result of a change in an employee's signed up shift schedule.

12.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to **their** normal working hours and at **their** normal work location, travelling time will not apply.
- (b) If an employee is required to work overtime beyond **their** normal working day at **their** normal headquarters, no travelling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see 12.06).
- (d) Where an employee is required to work less than two (2) hours beyond **their** regular shift, a one-half (½) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (½) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an employee misses a paid meal period to which **they are** entitled, **the employee** shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.

- (iv) Meal allowances shall be:

Breakfast	\$12.00
Lunch	\$12.00
Dinner	\$12.00

- (e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 ½ hours per day.
- (f) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of **their** regular shift unless **they** will report earlier by mutual agreement. Whether or not the employee does report to work **they** shall nevertheless be paid for the regular shift following the overtime at **their** normal straight-time rate. However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of **their** regular shift on the day in question, the employee must return to work by the mid-point of **their** regular shift in order to qualify for full pay for **their** regular shift. An employee who is called in and reports to work before the expiration of **their** eight (8) hours absence shall receive double time (200%)

payment for those hours which coincide with the working hours of **their** normal shift, plus **their** regular salary for the day.

- (g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
 - (i) Provided that normal means of transportation is not available.
 - (ii) Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - (iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by **their** Supervisor during **their** scheduled shift that **they** will be required to continue working beyond **their** scheduled quitting time.
- (h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked.

12.03 Reporting at Non-Regular Centre

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

12.04 Minimum Paid Periods

If an employee is required to remain at **their** work place to work overtime, **they** will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to **their** normal work location, aside from a normal meal intermission, or if **the employee** is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on **their** scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in travelling to and from **their** normal work location.

12.05 Standby Duty and Telephone Consultation

- (a) Standby Duty

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.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, **they** will be under no compulsion to accept such duty.

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

(b) Telephone Consultation

Where an employee is consulted by a Supervisor or **their** delegate by telephone outside of **the employee's** normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.
- (iv) It is understood between the parties that situations may arise where no employee is delegated to act on a Supervisor's behalf, and a serious and significant problem occurs that requires an employee (on duty) to consult another employee who is off duty by telephone in order to resolve the problem. Such situations will be reviewed by Coast Mountain Bus Company on a case-by-case basis.

12.06 Call-out Provisions

(a) Minimum Compensation

An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time **they employee** leaves **their** residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach **their** living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in 12.01(c) will apply for any hours exceeding seven and one-half (7 ½) hours worked on an employee's scheduled days off.

(b) Meals

Where an employee is called in and works four (4) hours overtime, **they** will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 12.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of **their** regular shift unless **they** will report earlier by mutual agreement. Whether or not the employee does report to work **they** shall nevertheless be paid for the regular shift following the overtime at **the employee's** normal straight-time rate.
- (ii) However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of **their** regular shift on the day in question, the employee must return to work by the mid-point of **their** regular shift in order to qualify for full pay for **the employee's** regular shift.
- (iii) An employee who is called in and reports to work before the expiration of **their** eight (8) hours' absence shall receive double time (200%) payment for those hours which coincide with the working hours of **the employee's** normal shift, plus **their** regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of **the employee's** regular working day or shift will nevertheless require an employee to report at **their** regular hour and be paid at straight-time rates for **their** full regular shift.

Article 13. Vacations

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

13.02 Year-of-Hire Vacation Entitlement

Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

13.03 Annual Vacation Entitlements

An employee shall EARN **their** annual vacation entitlement for any calendar year only when **the employee** reaches **their** anniversary, although **the employee** may TAKE **their** annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

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

In the calendar year of:

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

* An employee shall not take a vacation in **their** first anniversary year until **the employee** has completed six (6) months' continuous service.

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

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 **the employee's** vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of **their** previous year's earnings, excluding vacation differential. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (1) or

percentage (2) calculations above. This adjustment (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, upon termination of service, will receive final vacation pay prorated to **their** anniversary date.

13.05 Past Service Credits

All employees entering the Employer's service who had service with CMBC or its predecessors will receive credit for existing service in the determination of vacation entitlement after completing one (1) full calendar year after re-entry.

13.06 Broken Vacations

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

13.07 Banking Vacations

(a) Employees with three (3) weeks' vacation entitlement and four (4) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.

(b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.

(c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.

(d) Maximum banks permitted at any one time:

- three (3) weeks' vacation entitlement: four (4) weeks.

- four (4) weeks' or more vacation entitlement: twelve (12) weeks.

- five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

13.08 Statutory Holidays During Vacations and Leaves of Absence

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

13.09 Relieving on Higher-Grouped Job

If an employee is relieving on a higher-grouped job at the time **the employee** goes on vacation, and **the employee's** promotion involves salary adjustment, **their** annual vacation will be paid at the higher rate. However, if an employee is required to postpone **their** period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take **their** annual vacation at some other less convenient time, **the employee** shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or **WorkSafeBC compensable** injury.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, income continuance, **WSBC**, maternity leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

13.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent from work on sick leave or **WSBC** immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time **the employee** originally scheduled **their** vacation. In order to qualify for such rescheduling the employee must make **their** request within two (2) working days after the date on which **their** vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an employee's request for rescheduling is deemed by the Employer not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or **WorkSafeBC** Benefits.

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the employee would have been physically unable to perform **their** assigned duties.

- (b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the employee is required to be in attendance, during **their** vacation or banked time provided:
 - (i) any fees received for such attendance are turned over to the Employer, and;
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual agreement of the employee and **their** Supervisor.

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 signup date(s) and time(s), as appropriate. These dates and times will be posted a minimum of one (1) week prior to signup.**
- (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).**

Article 14. Statutory Holidays

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
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.

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to twelve (12) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period, or the pay period following. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

14.03 When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with 14.01, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.

14.04 An employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 ½) hours for each statutory holiday (or any day in lieu thereof granted under 14.03 above) provided that on the working day immediately before or on the working day immediately following the holiday **the employee** was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days. In applying this Clause, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for employees who are required to bank their statutory holidays (e.g. depot clerks).

14.05 In addition to the provisions of Article 14.04 all time worked on statutory holidays shall be paid at double time rates, except as provided in Article 14.06.

14.06 Shift workers as listed in Article 11.01 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 ½) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.

- 14.07 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 14.08 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in 14.03 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in 14.03 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

Article 15. Sick Leave Allowances

15.01 Current Sick Leave Allowances

All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by **WorkSafeBC** payments. The employee shall report or cause to have reported to **their** Supervisor the injury or illness which required **their** absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the employee's entered service date. The employee will have this increased by one (1) day for each additional month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days.
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on 01-01 of that year as determined by **the employee's** length of service.

15.03 Employees who terminate and have used more than the pro-rated portion of their current year's sick leave allowance will not have the excess usage deducted from their termination pay cheque.

15.04 Past Service Credits

All employees entering the Employer's service who have had service with CMBC or any of its predecessors, will receive credit for existing service in the determination of credits for sick leave after completing three (3) months of service.

15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) will be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) will be required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of **their** work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.

15.06 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries, other than **WSBC** claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party as a result of accidental injuries, and should that settlement include monies for lost wages, the Employer is to be reimbursed the full amount of all sick leave benefits if not more than those received as a result of the absence from work. Upon receipt of such monies the Employer will credit the employee with the number of sick days equivalent thereto.

15.07 Severance Pay

Upon termination, the Employer will provide **two weeks'** 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.

Article 16. Clothing Allowances

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

(a) Environmental Officers

The Employer will continue the current practice of providing and cleaning coveralls and in addition provide waterproof raingear for the term of this Agreement.

(b) Farebox Attendants

The Employer will continue the current practice of providing and cleaning coveralls.

(c) Farebox Receipts Attendant

The Employer will continue the current practice of providing and cleaning coveralls.

(d) **Transit Data Collectors**

- upon hire one (1) waterproof all-weather jacket, with replacement on proof of need.
- annual overshoe allowance of \$45.00.
- flashlight and batteries on proof of need.

(e) Instructors

- upon hire two (2) outerwear jackets and thereafter with replacement on proof of need.

(f) Fire Prevention

- one (1) set rain gear as required
- one (1) pair of rubber boots, safety toed, as required
- coveralls or shirt and pants as required
- one (1) winter coat as required.

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

(b) Lost Property employees shall receive the same cleaning allowance that is paid to employees in (a).

16.03 Safety Shoes

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 **\$200.00** for one pair per year or **\$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.

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

16.05 It is understood that where safety shoes are not required and an employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

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

Article 17. Transportation Allowance

- 17.01 (a) Where an employee uses **their** personal vehicle on the Employer business, with the approval of the Employer, **the employee** shall receive a mileage allowance per kilometer in accordance with Company Policy for all distance travelled on Employer business.

All claims must be reported in kilometers for the calculation of the reimbursement. To convert miles to kilometres multiply by 1.6 (e.g. 100 miles = 160 kilometres).

- (b) It is each employee's responsibility to ensure that **their** vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring **their** vehicle for "to and from work", will be reimbursed by the Employer on proof of expense. Any employee involved in an at-fault collision while using their personal vehicle on employer business shall receive reimbursement from the employer for the deductible paid as a result of such accident, up to a maximum of \$1,000.

17.02 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from **their** designated headquarters or work location on Employer business and with the approval of the Employer, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which **the employee** is headquartered.
- (b) The provisions of Articles 17.02 through 17.06 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of **the employee's** private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to **their** daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstances a mileage allowance as specified in Article 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by Coast Mountain Bus Company Ltd.

17.03 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in travelling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel status. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in Article 17.04 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 ½ hours per day for the time spent waiting to leave that location.

17.04 Hours of Work

The regular hours of work for employees on travel status shall be 7 ½ hours per day and 37 ½ hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.

Where an employee both travels and works on a single day and the employee has actually worked less than 7 ½ hours during that day, the portion of travel time required to bring that employee's time worked up to 7 ½ hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 ½ hours on a day in which the employee actually performs work will be considered time worked.

17.05 Overtime on Travel Status

- (a) Overtime will be paid for time worked in excess of 7 ½ hours in a day and 37 ½ hours in a week as specified elsewhere in the Collective Agreement.
- (b) Overtime will not be paid to employees travelling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

17.06 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed in Canadian currency at the appropriate exchange rate as follows:
 - (i) airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be at economy class and automobile rentals will be compact cars without air conditioning. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - (ii) daily accommodations not exceeding \$130.00 per day unless otherwise approved by the Employer; and
 - (iii) incidental expenses such as fees for parking, telephone, laundry and valet services.
- (b) Meal allowances to a maximum of **\$50.00** per day shall be paid without receipts on the following basis:

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$24.00
- (c) Mileage allowance per kilometer in accordance with Company Policy shall be paid to an employee using **their** private vehicle to travel from **the employee's** residence to the determined public transportation mode terminal and from that terminal to **the employee's** residence.
- (d) The Employer shall obtain and pay for any necessary additional medical insurance that an employee may need while traveling on Employer business. This additional insurance will not impact the employee's benefit limits as outlined in this Agreement.

17.07 One Person Rooms

If an employee who is quartered in a commercial facility requests a room for **them self** for either health or personal reasons, such request will be granted provided accommodation is available at the time.

17.08 Reimbursement of Childcare expenses.

If the Employer requires an employee to be out of the employee's normal working locale overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of preapproved additional child care expenses with receipts .

Article 18. Safety Requirements

18.01 Working Practices

It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.

No employee shall undertake any work which **they** deem to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the Safety Department.

18.02 The Employer and the Union agree to establish joint Management/Union Health and Safety Committees as provided for in the Workers' Compensation Act and Regulations.

18.03 Equipment

- (a) The Employer shall ensure that new equipment shall:
 - (i) have adjustable keyboards and screens wherever possible;
 - (ii) meet radiation emission standards established by the Ministry of Labour;
 - (iii) ensure that the lighting and the above standards recommended by the Ministry of Labour are being met.

Article 19. Leaves of Absence

19.01 Leave of Absence

- (a) Subject to operational requirements employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to eight (8) months for the purpose of attending full time at a recognized post secondary educational institution.

Employees who have banked time will be required to use their banked time when they take a leave of absence under this clause. The Employer will decide which bank(s) to use.

- (b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

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

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, **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 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.**

- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to **their** vacation entitlement.

19.03 Special Leave

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

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall-bearer or mourner.
- (c) Attend **the employee's** formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- (e) Full period of any quarantine.
- (f) Leave for Canadian Armed Forces (Reserve) training camps.

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Article 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day. Where an employee is not entitled to earn RWWL days, such leave will be considered to be a leave without pay.

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

19.04 Court Leave

When a regular employee, other than employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in **their** official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the employee's private affairs, Leave of Absence without pay may be granted.

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

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**
- (i) no earlier than **thirteen (13)** weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
- ends no later than seventeen (17) weeks after the **leave begins**.
- (b) An employee who requests leave after **giving** birth to a child is entitled to up to **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**.
- (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**.
- (d) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for 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).
- (e) A request for leave must:
- (i) 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 **Group** as soon as the condition is known, and
 - (ii) be given to the Employer at least **four (4)** weeks before the day the employee proposes to begin leave.
- (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 **Group**, commence her leave of absence immediately.
- (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.
- (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.

- (i) Employees desiring to return to regular employment following pregnancy 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 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 **from** a medical practitioner stating that the employee is able to resume work.

- (j) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same 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.
- (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.
- (l) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without 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.
- (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.

19.07 Pregnancy Leave Supplemental Unemployment Benefit (SUB) Plan

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

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

19.08 Parental Leave

- (a) An employee who requests parental leave is entitled to:
 - (1) for a **parent** who takes leave under the pregnancy leave provisions in relation to **giving birth to a child or children** with respect to whom the parental leave is to be taken, up to **61** consecutive weeks of unpaid leave, **which must begin**, unless the Employer and employee agree otherwise, **immediately after the end of the pregnancy leave;**
 - (2) for a **parent, other than an adopting parent, who does not take pregnancy leave in**

relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to **62** consecutive weeks of unpaid leave, **which must begin** within **78** weeks after **the birth of the child or children**, and

- (3) for an adopting parent, up to **62** consecutive weeks **of unpaid leave, which must** begin within **78** weeks after the child **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 **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 **78** weeks plus any additional leave the employee is entitled to under Article 19.06 (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.

19.09 New Child Homecoming Leave

An employee shall be granted a leave of absence and shall be compensated at their regular straight-time hourly rate for hours lost from their regular work for three (3) days to attend the birth or adoption of their child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on their regular working day.

19.10 Public Office Leave

Leave of absence without pay will be granted to employees who:

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;

- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either party.

19.11 Family Responsibility Leave

In accordance with the *Employment Standards Act* an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any member of the employee's immediate family.

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

19.13 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.

Article 20. Training

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

20.02 Financial Aid – Training Courses.

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

In general, the Employer will provide for two (2) categories of financial aid as follows:

- (a) Full cost of training borne by the Employer;
- (b) Half cost of training borne by the Employer;

In any particular instance the Employer will be responsible for establishing the category under which application for financial assistance shall be made.

20.03 Cases Where Full Cost of Training is Borne by the Employer

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

20.04 Cases Where One-Half (1/2) Cost of Training is Borne by The Employer

The Employer will bear one-half (1/2) the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Employer or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Employer's discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.

Upon satisfactory completion, the employee will be reimbursed with 50% of the original fee including prescribed textbooks and examination costs.

20.05 Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Employer.

20.06 Job Rotation

Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.

It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Employer.

Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.

The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.

Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:

- (a) The purpose of the rotation program as it applies to the individual.
- (b) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
- (c) The period of the assignment. This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when **their** progress will be discussed with **the employee**.

Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.

The Employer's salary administration policy provides no impediments to a rotation program:

- (a) An employee moving to a position which is at the same level or lower level than **their** regular position will retain **their** salary and continue to be treated in terms of salary progression on **their** regular job.
- (b) An employee moving to a position which is at a level higher than **their** regular position will maintain **their** present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for

increases will apply.) Upon return of the applicant to **their** regular job, **they** will return to the salary **they** would have reached had **they** remained on **their** regular job.

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

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, will not be allowed to work without the designation and will only be reimbursed for one additional attempt to recertify.

Article 21. Benefit Plans

21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include:
 - (1) Eyeglass and Laser Eye Surgery Coverage (**\$500** per person in a twenty-four (24) month period) to be used either for Eyeglasses or Laser Eye Surgery. Additionally, the employee **will be covered** for routine eye examinations that are performed by a Physician or Optometrist.
 - (2) Hearing Aid Coverage (\$1000 per person per ear hearing aid, each five (5) years). Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
 - (3) \$50,000 maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of \$1,000,000 per person.
 - (4) The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.
 - (5) The extended health plan will also provide annual hearing testing on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by **WSBC** and the Motor Vehicle Branch.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.
- (e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service in the Employer's MoveUP bargaining unit will be provided with coverage equivalent to the above plans as at March 31, 2011 when combined with the Medical coverage and

Extended Health Benefits provided by the Public Service Pension Plan. The Employer will pay the premiums of the Medical coverage and Extended Health Benefits.

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

21.02 (a) Group Life Insurance

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 **\$2,000** 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.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$200,000.

Premium = 100% employee paid. Rates can be obtained from the Human Resources Benefits Section on request.

Evidence of insurability satisfactory to the carrier must be provided for:

- (i) new employees who apply for coverage in excess of \$30,000;
- (ii) any existing employee who applies for additional voluntary group life insurance;
- (iii) all applications for spousal coverage.

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (70% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrollment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

21.04 (a) Income Continuance

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. The terms of the Plan shall be determined by the Union, except that the first thirty (30) days of disability are covered by available sick leave credits. The premium costs for this plan will be 100% paid by the employees.

A new employee shall not be entitled to long-term (Income Continuance) disability benefits if **their** disability resulted from a medical condition for which medical treatment, service, or supplies were received in the 90 day period prior to the date of hire, unless **the employee** has completed 12 consecutive months of service after the date of hire during which time **the employee** has received no medical care for the pre-existing condition.

The Employer will withhold the appropriate premiums through payroll deduction and remit same to the designated carrier in a manner prescribed by the carrier.

(b) Income Continuance Benefits

(i) 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 **the employee** is on income continuance.

(c) **WorkSafeBC** Supplement

Employees on a **WorkSafeBC claim** will have **WorkSafeBC (WSBC)** payments supplemented by the Employer, so that the employee will receive a total amount equal to **their** regular straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of **their** bi-weekly regular deductions for each day the employee receives compensation from **WSBC**. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

(d) **WorkSafeBC** Advance

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

An employee whose **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, **the employee** 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 **WSBC** advance will be recovered from the employee's final pay.

- 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, 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.

- 21.06 (a) The premium costs and dividends, where applicable, for the above plans outlined in Articles 21.01, 21.02(a) and 21.03 above shall be paid for 100% by the Employer.
- (b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.
- (c) Further details on these plans are provided in the Employees' Benefits Booklet and the Human Resources Department.

21.07 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the employer's contribution) during the life of this Agreement for employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Employment Insurance Act.

Article 22. Transit Pass

- 22.01 All of the Employer's employees who are members of MoveUP, except casual employees shall be entitled to a yearly transit pass **and two** free passes **for** a spouse **and/or** eligible children. An eligible child is a child who is eligible under the Extended Health Care Plan.
- 22.02 Casual employees shall be reimbursed for local journeys on the Employer's urban transit system between the employee's home and the employee's work location, or provided with a transit pass at the Employer's discretion.
- 22.03 Retired employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. Such passes will be automatically issued to employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not.
- 22.04 An employee shall surrender **their** pass upon termination of employment.
- 22.05 All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

Article 23. Personal Rights

23.01 Prevention of Workplace Bullying and Harassment

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

Workplace Harassment Defined

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

There are two categories of workplace bullying and harassment. These include Discrimination (Human Rights) based bullying and harassment and General Bullying and Harassment.

(a) Discrimination Based Bullying and Harassment

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

- Race, sex, colour, ancestry, place of origin
- Political beliefs
- Religion
- Marital status
- Family status
- Physical or mental disability
- Sex (including pregnancy, transgender)
- Sexual orientation
- Age (if 19 or more)
- Conviction of a criminal or summary offence not related to the employment

Discrimination also includes Sexual Harassment.

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

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

- Stalking.

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

(b) General Bullying and Harassment

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

(c) Examples of Bullying and Harassment Conduct

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

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

Harassment is not:

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

(d) Informal Complaint Resolution Process

(i) Filing a Complaint

If an employee believes that **they have** been bullied and harassed on the basis of any of the grounds noted above, the employee should:

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible;
- If the complainant does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or CMBC representative and/or the CMBC confidential harassment telephone line.

(ii) Investigation

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

If the complainant disagrees with the attempted informal resolution, and if the complaint involves Discrimination, there will be a joint investigation of the complaint.

(e) Formal Complaint Resolution Process for Discrimination

Formal Discrimination complaints involving either two Union members or a Union member and an exempt employee or an employee from another jurisdiction, will be jointly investigated. The Union, in consultation with the Company, will appoint Union harassment investigators. The Union designate will ensure that the Union harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Company may appoint a neutral third party investigator and will involve a harassment investigator from each Union jurisdiction.

Discrimination complaints that are proceeding to the Formal Complaint Resolution step must:

1. Be submitted in writing to the CMBC Manager responsible for Discrimination issues, or designate, and copied to the designated Union harassment representative;
2. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
3. It is the intention of the Union and the Company that the investigation will commence within fifteen (15) days of the lodging of the complaint. An extension of time limits may be granted by mutual agreement.

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

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

This process in no way precludes the complainant's rights to seek action under the applicable Human Rights legislation.

a. Vexatious Complaints

A complaint is vexatious when it is made solely to cause trouble or annoyance to another person or to receive some personal benefit. Filing a vexatious complaint may result in discipline.

b. Retaliation

Retaliation against any individual involved in a workplace harassment complaint may result in discipline.

23.02 Video Evidence

Where video evidence exists and is relied upon for discipline, Executive Board and Executive Council Representatives from the Union will be afforded an opportunity to review the video evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Company has allowed the employee to view the video. Such representatives may advise the employee of the level of seriousness of the incident, but may not reveal to the employee any details about the content of the video.

23.03 Electronic Monitoring

(a) Notice of Monitoring

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

(b) Performance Monitoring

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

(c) Monitoring Guidelines

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

23.04 Personal Duties not Required

The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.

23.05 Employee Indemnity

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

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

23.06 Legal Representation

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

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

representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.

- (h) If, at any time, the Employer has reasonable grounds to believe that:
1. the employee(s)' acts or omissions were not in the course of normal employment; or
 2. the employee(s)' acted in bad faith; or
 3. the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of lawful order, or gross negligence;

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

Nothing in 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.**

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 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 (i) or (ii) 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 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.

Article 24. Employee Personnel Files

24.01 Personnel Files

- (a) An Employee is entitled to examine **their** own personnel file upon request to the appropriate Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- (c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided that during this two (2) year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter. Absences under Article 1 which exceed three (3) months and absences under Article 19 and Article 21 of the Collective Agreement which exceed fifteen (15) working days are excluded from the calculation of this two (2) year period.

24.02 Performance Assessments

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

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, **they** may request one from **their** Supervisor. If after thirty (30) days **the employee** has not received the requested assessment, **they** may have the last performance assessment removed from **their** file.

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

EXECUTED this 24th day of March, 2020.

COAST MOUNTAIN BUS COMPANY LTD.

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

Tracy Ramlu
Senior Advisor, Labour Relations

Parm Sandhar
Union Representative

William Chan
Manager, Fleet Business Support

Brendon Faustin
Job Steward

Sam Iacobellis
Manager, Transit Security Services

Vivian Ho
Job Steward

Russell Nikiforuk
Manager, Operator & Technical Training

Ruth Ritchey
Job Steward

Marcela Turner
Manager, Customer Information Services

Yvonne Yen & Ghislain de la Tour de Saint Ygest
Depot Systems Supervisors

Jocelyn Labrecque
Labour Relations Advisor

Appendix "B"
Job Group Listing

Job Group 4

Facility Administration Clerk

Farebox Attendant

Job Group 5

Customer Information Clerk

Environmental Assistant

Farebox Receipts Attendant

Lost Property Clerk

Maintenance Clerk

Transit Data Collector

Job Group 6

Accounting Clerk

Community Shuttle Clerk

Customer Care Representative

Employee Recognition Administrator

Farebox Receipts Work Leader

Fleet Maintenance Assistant

Fleet Technical Support Administrator

Infrastructure Maintenance Clerk

Inventory Procurement Assistant

Lost Property Work Leader

Maintenance Claims Assistant

Operations Assistant

Safety & WSBC Assistant

Security Support Assistant

Service Support Assistant

Shop Clerk – Building Maintenance (BTC)

Shop Clerk – Fleet Overhaul

Shop Clerk – Trolley Overhead

Training Class Assistant

Utilities Clerk, Infrastructure and Environment

Job Group 7

Customer Information Trainer

Customer Information Work Leader

Fire Prevention Technician

Inventory Procurement Expeditor

Transit Security Officer

WSBC Claims Coordinator

Job Group 8

Assistant Transit Scheduler

CAD Specialist

Customer Care Work Leader (AT)

Customer Information Data Administrator

Depot Coordinator

Engineering Assistant

Farebox Revenue Analyst

Gateway Improvements Coordinator

Maintenance Administration Work Leader

Job Group 9

Accounting Analyst

Application Support Coordinator

Application Support Coordinator – EAM

Assistant Service Planner

Customer Information Data Automation Work Leader

Environmental Officer

Fire Prevention Work Leader

Internal Communications Officer

Inventory Coordinator

Maintenance Systems Coordinator

Safety Management System Analyst

Security Operations Coordinator

Transit Service Analyst

Job Group 10

Access Transit Fleet Inspector

Depot Work Leader

Garage Maintenance Planner

Infrastructure Requirements Planner

Inventory Procurement Analyst

Maintenance Systems Support Analyst

Overhaul Maintenance Planner

Seabus Maintenance Planner

Service Planner

Transit Scheduler

Transportation Engineering Technologist

Job Group 11

Instructional Designer

Instructor

Maintenance Engineering Technician

Occupational Safety and Health Officer

Senior Inventory Procurement Analyst

Senior Transit Service Analyst

TOH Engineering Technician

Job Group 12

Chief Instructor

Senior Service Planner

Transit Scheduling Work Leader

Letter of Agreement #2 Casual Scheduling

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).

Effective March 24, 2020

Letter of Agreement #10

Deferred Salary Leave Program

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.

Effective March 24, 2020

Letter of Agreement #12

CMBC Clerical Relief Pool

1. Hours of Work and Headquarters

Notwithstanding the provisions of Article 7.11 (b), and 12.03, and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Clerical Relief Pool:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. Should there be a requirement for an employee to transfer from one location to another during the shift, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.06(c) (previously 17.07 (c)) of the Collective Agreement.
3. The parties agree to review the hours worked by Clerical Relief Pool employees on a semi-annual basis.
4. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.
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.**

It is understood and agreed by the Parties that this Agreement has been entered into on the understanding that these provisions shall substantially reduce or eliminate the need to have outside agency personnel.

2. Clerical Relief Pool Committee

There shall be a Joint Clerical Relief Pool Committee consisting of two (2) representatives from both the Employer and the Union. It shall be the purpose of this committee to examine the usage of the Coast Mountain Bus Company Ltd. Clerical Relief Pool and the conditions of employment outlined in this Letter of Agreement.

The committee will identify problems with the current Letter of Agreement and make recommendations to the parties for implementation. It is understood that this committee does not have the power to bind the parties, but will make recommendations to the parties. The final recommendations of the committee will address the Employer's desire for improving operating efficiency and cost effectiveness and the employees' desire for improved working conditions.

Revised effective **March 24, 2020**

Letter of Agreement #16 Using Banked Time to Cover Family Responsibility Leave (FRL)

The Parties to the Agreement hereby agree to implement a trial for employees requiring FRL. During this trial, the employees may request FRL absences be covered by banked Statutory Holidays, banked Overtime, or deferred RWWL. The request is subject to the following conditions:

1. All terms and conditions of the FRL have been met, and
2. That such employees receive approval from their Manager, and
3. The employee was not previously denied the day off.

The Parties agree to discuss any issues arising from this LOA during the course of the Collective Agreement. If the use of FRL demonstrably increases the trial may be cancelled by the Company.

For the Company:

Tracy Ramlu
Julie Bailey
Sam Iacobellis
Eric Nelson
Steve Olson
Cheryl Shizgal

For the Union:

Kevin Payne
Alicia Gallo
Frances Soucie
Stephen Von Sychowski
Doug Fergus
Devon Williams

Effective August 4, 2016

Letter of Agreement #19 Medical Examinations

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.

Revised effective March 24, 2020

Letter of Agreement #20

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.

Effective March 24, 2020

Letter of Agreement #21

Holiday Block Depot Coordinator Shifts

The Parties agree to establish a centrally co-ordinated group of Holiday Block Depot Coordinator Shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, 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. Three (3) existing Holiday Block Depot Coordinator shifts shall remain at VTC. Each other property shall have one (1) Holiday Block Depot Coordinator shift. Holiday Block Depot Coordinators will assume the days off of the Coordinators on vacations, banked stats or RWWL's for which they are providing relief.

All new Holiday Block Depot Coordinator shifts will be required to assume the days off of the Coordinators on vacations, banked stats or RWWL's for which they are providing relief. (See #5 below)

2. Holiday Block Depot Coordinators will have four days off in every pay period, give or take up to two days, but will be exempt from the provisions of Article 11.02(a).
3. These shifts shall be added to the Depot shift sign-ups and shall be highlighted and marked as "may be required to work at other Transit Centres". These shifts will be available for any Coordinator in the property to sign in accordance with Article 11.05.
4. In cases where there are two (2) or more Holiday Block shifts resident at a given Transit Centre, the employees wishing to sign the Holiday Block shifts must indicate their intention and will sign for their specific shifts after all other Full-Time Regular Depot Coordinators have signed. Once all Depot Coordinators have signed their shifts, those Depot Coordinators signing Holiday/Block Relief shifts will select their work in one week pieces in accordance with Article 11.05.
5. It is understood that Coordinators signing the Holiday Block shifts mentioned above may be required to work at another property when they are not providing coverage at their property. In such circumstances, the following will apply:
 - (a) If a week or longer at another property requires coverage, this week will be offered to available Holiday Block Coordinators at other properties in seniority order, with the understanding that the junior Holiday Block Coordinator will be required to sign the uncovered weeks;
 - (b) 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 take 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.**

- (c) Assignments will be given as soon as possible but no later than two (2) weeks prior;
 - (d) Assignments will be any shift at any Depot.
6. In order to efficiently schedule the Holiday Block Depot Coordinator Shifts, it is understood and agreed that all Depot Coordinators will be required to bank fifteen (15) of their RWWL days to be signed in three (3) blocks of five (5) consecutive days following the statutory holiday sign-up. The remaining two (2) RWWL days may be taken as random days off and scheduled by mutual agreement of the employee(s) and **their** supervisor.
7. It is understood that Depot Coordinators must bank five (5) statutory holiday days. If an employee so chooses, **they** may sign an additional five (5) statutory holiday days. These days will be signed as time off in five (5) day blocks following the annual vacation sign up. The remaining statutory holiday days may be taken as random days off and scheduled by mutual agreement of the employee(s) 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 at any Depot as determined by the Employer and will not be paid any travel time or allowance.
 - (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.
8. Coordinators required to work at another operating centre 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 **their** home to work).
9. The Parties agree to meet on an annual basis, following the annual vacation sign-up, to review the relief requirements and depot shifts on a system-wide basis.

Revised effective March 24, 2020

Letter of Agreement #22

Re: Acting Depot Coordinators

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

The Parties agree that it is essential to effectively select and train Acting Depot Coordinators. Therefore, the Parties agree to the following provisions to govern the administration of the Acting Depot Coordinator Program:

1. All vacancies for Acting Depot Coordinator positions will be posted. The selection process, as determined by Article 7.11 (d) and 7.11 (e) of the MoveUP Collective Agreement, will determine the successful candidate(s).
2. The Acting Depot Coordinator pool will consist of 6 Acting Depot Coordinators, unless otherwise agreed.
3. The training program will be **as needed**, and when it coincides with Transit Operator Consolidated sign-up, additional training **may** be provided. When training does not coincide with the Consolidated sign-up, the Parties will discuss the structure of the training program.
4. The Employer will endeavor to provide all Acting Depot Coordinators with assignments on an equitable basis, using a combination of seniority and hours worked in the Acting Program.
5. Assignments will be a minimum of 5 days. The VTC Workleader and Standards Department will schedule Acting Depot Coordinator assignments. When Acting Depot Coordinators complete an assignment, they will revert back to their former position.
6. Acting Depot Coordinators will have a Performance Assessment after each assignment.
7. Skills testing will be performed at regular intervals to determine the need for further training and to ensure that all Acting Depot Coordinators are capable of performing all of the duties of the Coordinator position.
8. If at any time the performance of an Acting Depot Coordinator is not acceptable, the employee may be removed from the Acting Depot Coordinator Program and placed back into **their** regular position.
9. When a regular Depot Coordinator vacancy becomes available, the position will be posted. The selection of the successful applicant will be made in accordance with Article 7.11 (d) and 7.11 (e) of the MoveUP Collective Agreement.

Any issues arising from the application of this Letter of Agreement shall be discussed between the Parties and in the event the Parties are unable to reach agreement, the issue will be subject to the grievance procedure.

Revised effective March 24, 2020

Letter of Agreement #25

Use of Casual and Part-Time Employees in Customer Information Centre (Lower Mainland)

(Previously LOA #30)

During negotiations for the renewal of the 1995 Collective Agreement the Parties discussed their respective concerns regarding the above captioned matter. The primary concern raised by the Union surrounded the use of the "Casual" employee category within the Customer Information Centre in the Lower Mainland. The concerns of the Employer surrounded the restrictive nature of the other existing employee categories under the Collective Agreement with respect to meeting the ongoing staffing needs of the department in question.

As a result of these discussions the Parties hereby agree as follows:

1. As soon as is practicable following the date of ratification of the renewal agreement, the existing distribution of employees among the various job categories contained in the collective agreement will be realigned in such a way as to ensure that the use of the "Casual" classification is in accord with the provisions of the Collective Agreement 1.07(d).
2. Future staffing changes in the Customer Information Centre will be handled in accordance with the provisions of the Collective Agreement.
3. It is understood that the maximum number of Holiday Block shifts will be determined by the department in accordance with the following formula:

Total allocated annual vacation entitlement and banked statutory holidays

52

This number will be rounded up to the next whole number.

The Parties agree that these Holiday Block shifts shall be exempt from the defined work week stated in Article 11.02(c). Furthermore, where a regular Holiday Block shift, selected by an employee in accordance with Article 11.05, results in an employee being scheduled to work more than five consecutive days, excluding assigned days off, payment of overtime rates shall not apply. All other circumstances attracting payment of overtime rates in accordance with Article 12 of the Collective Agreement shall apply.

Employees who sign for Holiday Block shifts will assume the actual shifts and days off of the employee scheduled to be absent from work. In cases where a Holiday Block employee ends up with more or less than one RWWL day in a three week period, the department will adjust the schedule to ensure the employee has one RWWL day in the aforementioned period.

The Holiday Block shifts will be used primarily to provide coverage for employees on Annual Vacation and banked stats. As well, these employees may be used to provide coverage for extended leaves of absence, long-term illness, project work, training, banked overtime and RWWL days.

It is understood that sign ups will be conducted in accordance with Article 11.05 in the following order:

- FTR employees will sign first.
- Any FTR employee who chooses to Holiday Block must indicate their intention and will sign after all other FTR employees have signed.
- Holiday Block employees will sign for their shifts in a method similar to that used for Transit Operators.
- Once all of the FTR employees, including the Holiday Block employees, have signed, then the PTR employees will sign for their shifts.
- In cases where a Holiday Block employee completes sign up and **their** schedule contains periods during which **the employee** is not providing coverage for another employee and **the employee** is not on holidays, the Employer will specify the days off for that period of time. 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, that such situation will be subject to mutual agreement between the supervisor and employee.

4. The PTR shifts within the Customer Information Centre shall be designed in accordance with Article 1.07(b).

Where the Employer chooses to make available a PTR schedule with less than 30 hours of work within the calendar week, the remaining days in that week may be designated as on call days, save two (2) consecutive days off. It is understood that the two consecutive days off will remain consistent throughout the period covered by the sign-up. On those days where a PTR employee's chosen shift is designated to be on call, they shall be available to report for work on that day unless the employee requires and is granted leave as provided in Article 15 and Article 19 of the collective agreement. An employee who is designated to be on call shall be free from the requirement to report for work where they have not been notified by 10:00 am on that day.

For Coast Mountain Bus Company Ltd.:

Michael S. Madill

Jack Eastwood

Lynn Frazer

For the **Union**:

A.C.W. Hobbis

Andy Ross

Anne-Marie Almasch

Ray Manning

Kevin Payne

Patricia Letendre

Dated this 25th day of October, 1995

Letter of Agreement #26

Re: Depot Holding List Transfers

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

1. The Depot Standards Department will maintain a Holding List for each Depot and Depot Coordinators may have their names added to the lists for the Depot(s) of their choice, at any time, by using the designated form.
2. Vacancies shall be filled from the Holding Lists in order of seniority as set out in Article 6 of the Collective Agreement, providing the employee's performance is satisfactory.
3. Applicants on the Holding Lists will **be required to accept the transfer**. If the applicant is on an approved absence, the vacancy will be filled with a temporary applicant until the senior applicant returns to work.
4. The final vacancy resulting from all transfers pursuant to this Letter of Agreement shall be posted in accordance with Article 7.11.
5. 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.

Revised effective March 24, 2020

Letter of Agreement #27 Shift Worker Transition

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 will work Monday to Friday, with a starting time between 07:30 and 08:30 **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.

Effective August 4, 2016
Revised March 24, 2020

Letter of Agreement #28

Job Share Agreements

Job sharing is defined as a voluntary agreement between Coast Mountain Bus Company and two regular employees, to divide the hours of work of one Full-Time Regular position between the two regular employees (unless the Company and the Union agree otherwise) in a manner that provides full-time coverage of that position.

PROCEDURE:

1. Requesting Job Share

A Full-Time Regular employee who wishes to job share must submit, to their direct Supervisor or Manager for approval, a written proposal for job sharing. The proposal must include an outline of a proposed work schedule for each job share partner.

2. Approvals

The Company retains the right to approve job sharing arrangements on a case by case basis. In addition, a job sharing arrangement will not be permitted or allowed to continue if, in the opinion of the Company, the job sharing arrangement is not adequately meeting the needs of the Company.

If the proposal is approved, the Supervisor or Manager will forward the approved job share proposal to Human Resources for posting. If a Regular employee cannot be found to participate in the Job Share, the employee initiating the Job Share request must provide reasons acceptable to the Employer in order to continue the process for establishing a Job Share. In such a case, a Full Time Temporary employee may be eligible. If a Full Time Temporary employee cannot be found, a casual employee may be eligible. The posting will not be posted externally nor involve outside hires. In the event of a selection grievance arising from the posting, the Job Share arrangement will not proceed until the grievance has been concluded. A Job Share arrangement that involves a Full Time Temporary or a casual employee will have a specific duration established by the Employer and the Union.

3. Job Sharing Agreement

Once a suitable job sharing arrangement has been approved, a Job Sharing Agreement must be signed by the Company, the Union and the Job Share Partners. A copy of this Agreement will be provided to the Union. The Union's signature will not be unreasonably withheld.

The Job Sharing Agreement must include, but is not limited to, the items listed below:

3.1 A written statement which underlines the commitment of the Company and the Job Share Partners to the terms and conditions of the job sharing arrangement.

3.2 An outline of the work schedule for each job share partner. This schedule may be revised upon mutual agreement by the Job Share Partners and the Supervisor or Manager, as required or pursuant to the provisions of the Collective Agreement.

3.3 Provisions for staffing the full-time position in the absence of one of the partners due to sick leave, vacation, or any other temporary absence:

Each Job Share Partner is required to work on a full-time basis when the other partner is on annual vacation or sick leave or during any other temporary absence; in cases where the temporary absence is due to a long term illness, the remaining Incumbent will be offered the position on a temporary full-time basis; if the remaining Incumbent does not wish to revert to full-time status for the duration of the absence, the Company will seek to fill the vacant job share portion in accordance with Article 7; if the job share portion cannot be filled, the job share arrangement will be terminated.

3.4 The Job Share Partners are entitled to coverage under the Dental Plan, Medical Services Plan and Extended Benefits Plan. Based on the number of hours worked, each job share partner will pay a prorated premium on a cost shared basis.

Each job share partner will pay a premium based on hours worked for Income Continuance and they will make required contributions to the Pension Corporation. The Company will pay premiums for the Basic Group Life Insurance coverage based on annual earnings.

3.5 The Job Share Partners will accrue vacation, and sick leave as a Part-Time employee in accordance with the Collective Agreement.

3.6 Seniority will be calculated in accordance with the Collective Agreement.

3.7 Provisions for Statutory Holiday Pay and Overtime Premiums:

Statutory Holiday Pay will be in accordance with the Collective Agreement. Overtime Premiums will be paid in accordance with the Collective Agreement once seven and one half (7 ½) hours in a day or thirty seven and one half (37 ½) hours in a week is worked by one of the job share partners. In the event that the job share arrangement is for a position that is subject to a modified or compressed work week arrangement, overtime will apply after one of the Incumbents works more than a full shift in one day. All overtime must be pre authorized.

3.8 Length-of-Service Increases and Annual Performance Reviews:

Length-of-Service increases will be based upon the number of hours worked and will be calculated in accordance with the Collective Agreement.

The job share Incumbents will receive a Length of Service increase after every 1829 hours of service until they reach the maximum of the pay grade. A Length of Service increase may be withheld in accordance with the Collective Agreement.

Annual performance reviews for employees will be conducted in accordance with the Collective Agreement.

3.9 Selection to another position or termination of employment by one of the Job Share Partners:

Should the original Incumbent be selected for another position, or terminate his or her employment, the full-time regular position will be posted. The remaining Job Share Partner may apply for the full-time regular position. Should the remaining Job Share Partner not be selected for the full-time position, then the provisions of Article 8 of the Collective Agreement would apply.

Should the Job Share Partner be selected for another position, or terminate his or her employment, the original Incumbent will assume the position on a full-time basis, and may elect to initiate a new job share arrangement as per 1 above.

3.10 Cancellation of the Job Share Arrangement:

During the first six (6) months of the job share, the job share arrangement may be cancelled by either the Company or any one of the Job Share Partners, with a minimum of thirty (30) calendar days' written notice. In the event that the job share arrangement is cancelled during the first six (6) months, both Job Share Partners will return to their former positions, as if they were formerly regular employees.

After the first six (6) months, the job share may be cancelled by the Company with a minimum of thirty (30) calendar days' written notice to both Job Share Partners. Should the job share arrangement be cancelled by the Company the original Incumbent will again assume that full-time regular position. The provisions of Article 8 will apply to the Job Share Partner. If the original Incumbent declines the full-time regular position, then the original Incumbent will be deemed to have resigned from their position and the full-time regular position will be posted.

A copy of any notices of cancellation will be forwarded to the Union.

For the Employer:

For the Union:

Michael Madill

Dave Park

Dated September 20, 2001

Revised effective March 17, 2014

Letter of Agreement #30 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.

Effective March 24, 2020

Letter of Agreement #37

RE: Pay Groups

The Parties agree that if a job is evaluated and the total points outcome exceeds the point band for job group 12, the Parties agree to meet to discuss the potential implementation of a job group above job group 12.

Dated: November 17, 2006.

For Coast Mountain Bus Company:

For COPE:

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

Kevin Payne
Ray Manning
Ron Williams
Ralph Paterno

Letter of Agreement #38

RE: Summer Student Program

This will confirm the following agreement with respect to the hiring of summer students.

1. For the purpose of this letter, a summer student is a student who is enrolled in a full-time program at a recognized post-secondary institution in British Columbia, who has not graduated from the program, and who, at all times during the period of employment, is intending to return to school following the period of employment.
2. CMBC will ensure that any summer student employed under this Letter of Agreement will have a maximum employment period of four (4) months in a calendar year, specifically beginning in May and ending in the 1st week of September.
3. Any experience gained as a student will not be used for hiring purposes as defined in LOA #8 – External Candidates.
4. Summer Students hired under this Letter of Agreement are exempted from the provisions of Articles 6, 7, 8, 9, 13, 14, 15, 16, 17, 19, 20 and 21 of the Collective Agreement.
5. Summer Students employed under this Letter of Agreement will be paid at the entry rate of the applicable summer position, and will be hired under Article 1.07 (c) as Full-Time Temporary employees.
6. Summer Students will be eligible to receive up to a Three Zone Monthly Fare Card during the period of employment (May – 1st week of September), upon proof of need.
7. Each year, the Employer will contact the Union to discuss available work assignments for Summer Students and determine the number of students to be hired.
8. This Agreement can be amended by mutual agreement between the Employer and the Union.

Summer Student Positions (Staff Requisitions received/expected)

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

Revised effective March 24, 2020

Letter of Agreement #42

RE: Introduction of Floating Maintenance Clerk Classification

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, relating to vehicle maintenance as set out in the Job Description.
2. This position will be rated and paid as per **the** 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.
4. **Each Floating Maintenance Clerk may be headquartered out of a particular transit centre. 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 **their** home to work).
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.
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 **(5)** above.
7. The Parties shall jointly discuss any matters that may have been overlooked in the introduction of this new job classification.

Revised effective March 24, 2020

Letter of Agreement #43

RE: Student Engineering Assistants – Maintenance Engineering

This will confirm the following agreement with respect to the hiring of Student Engineering Assistants – Maintenance Engineering.

1. For the purpose of this letter, a student Engineering Assistant is a student who is enrolled in an undergraduate engineering program at a recognized post secondary institution, who has not graduated from the program, and who, at all times during the period of employment, is intending to return to school following the period of employment.
2. Student Engineering Assistants will be recruited directly from recognized post-secondary institutions and these positions will not be posted as internal positions to existing CMBC employees.
3. Each Student Engineering Assistant employed under this Letter of Agreement will have an employment period of up to four (4) months. Management, with the approval of the Union, may extend the employment for a period of up to an additional four(4) months. The Union shall not unreasonably decline the extension.
4. Students employed under this Letter of Agreement are exempt from the provisions of Articles 6, 8, 9, 13, 15, 16, 17, 19, 20 and 21 of the Collective Agreement.
5. Students employed under this Letter of Agreement will be paid in accordance with Pay Equity JE Ratings of Job Group 6.
6. By serving thirty (3) 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.
7. 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 (6) above.

The Parties agree that this Letter of Agreement applies for the position of Student Engineering Assistant – Maintenance Engineering only.

For CMBC:
Linda McLevy

For COPE Local 378:
Victor Foth

Signed: May 2, 2006.

Letter of Agreement #44
RE: Deductible for Extended Health Care Benefits

The Parties agree that the current deductible for Extended Health Care benefits will not be adjusted from its current level prior to June 30, 2010. The current deductible is twenty-five (25) dollars per person or family each calendar year.

Dated this 10th day of March, 2007.

COAST MOUNTAIN BUS COMPANY LTD.:

Hunter Rogers
Florence Webber
Sandra Urbanski
Mark Langmead
Abby Kidd
Linda McLevy
Jalpa Ruparelia
Cheryl Shizgal

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES UNION LOCAL 378:

Bob Derby
Dave Park
Kevin Payne
Ron Williams
Rafael Paterno
Ray Manning

Letter of Agreement #45
RE: Transfer of Locations – Farebox Attendants

The Parties agree that all part-time regular Farebox Attendants in the Lower Mainland will be offered the opportunity to change their work location prior to posting such jobs in accordance with Article 7.11.

Opportunities for transfer within the Lower Mainland will be posted in all Lower Mainland Farebox offices for a period of one week.

Farebox Attendants may also indicate their interest in advance by submitting written requests for transfer to the Farebox Supervisor. Written requests will be retained on file for a period of six (6) months.

Transfers will be offered to interested part-time regular Farebox Attendants in order of seniority, providing the employee's performance is satisfactory.

The ultimate vacancy resulting from all transfers pursuant to this letter of agreement will be posted in accordance with Article 7.11.

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

For Coast Mountain Bus Company Ltd.:

For COPE Local 378:

Doug MacKinnon

Kevin Payne

Dated: June, 2003

Letter of Agreement #46 RE: DOMS Training

The following sets out the agreement reached between the parties regarding shift workers who must temporarily change their shifts to attend DOMS training courses. The parties agree that employees' attendance at the DOMS training courses is required for the performance of their jobs.

1. Employees will be expected to attend training as scheduled and will suffer no loss of pay.
2. As much notice as possible will be provided to all employees whose shifts must be changed to attend training.
3. Where the training course is for 5 days or more, employees required to attend training on their scheduled days off will be provided with another day off in lieu, to be scheduled by mutual agreement with their immediate supervisor.
4. Where the training is for less than a full day, then the difference in time between the training time and the employee's regular day will be considered as part or all of the travel time as described in Article 12.03. If the difference between the training time and the employee's regular day is less than the employee's travel time under Article 12.03, the Company will pay the difference between the two amounts.

The parties agree to discuss any issues that arise as a result of this Letter of Agreement as soon as possible.

This agreement is made on a purely without prejudice or precedent basis.

Dated this 11th day of June, 2004.

For Coast Mountain Bus Company Ltd.:

Florence Webber

Cheryl Shizgal

For COPE Local 378:

Dave Park

Kevin Payne

Letter of Agreement #48 Retiree Benefits

During negotiations for a renewal of the collective agreement which expired March 31, 2011, the Employer expressed concern about the continuing increasing costs associated with the payment of Retiree Benefits.

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

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

Effective March 17, 2014

Letter of Agreement #50 MoveUP Flags

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.

Effective March 24, 2020

Appendix "M"

Letter of Agreement #M1

RE: Modified Work Week

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

- **Environmental Officers**
- **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 0730-1645. 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 30 (thirty) 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, Officers may be assigned hours of work within the Authorized Variation as defined in article 10.01. In the case that the Environmental Officer is required to work within the Authorized Variation, **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:

$$\frac{\text{Monthly Salary}}{12} = \text{Hourly Rate}$$

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 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 Supervisor. 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 company'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, and the LOA will apply to the employee at the start of the first eligible pay period.

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.

Revised effective March 24, 2020

Letter of Agreement #M2 RE: Modified Work Week

This letter 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 0700 – 1615.

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** 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 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. 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:

$$\frac{\text{Monthly Salary}}{12} = \text{Hourly Rate}$$

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: **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 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.

Revised effective March 24, 2020

Appendix "S" Transit Security Department

The following items relate specifically to the Transit Security Department. Where there is a conflict between the provisions contained in this appendix and the provisions of the collective agreement, the provisions of this appendix will prevail.

1. Working Hours

All **Transit Security employees** shall have their hours scheduled in accordance with Article **11**.

Transit Security employees may be scheduled to work straight shifts or split shifts. Where they work split shifts the hours required to complete a shift shall be no greater than twelve (12) hours.

2. Clothing Allowances – Uniformed Security Personnel

Upon hire and thereafter with replacement on proof of need,

- One (1) patrol jacket
- Two (2) pairs of pants
- One (1) pair of outerwear pants
- One (1) cap and one (1) toque
- Four (4) short sleeve, or long sleeve shirts
- One (1) fleece liner
- One (1) pair of boots
- One (1) pair of gloves
- One (1) equipment belt
- One (1) radio pouch
- One (1) flashlight pouch
- One (1) cell phone pouch
- One (1) rubber glove pouch

- One (1) notebook cover
- One (1) notebook carrier pouch

In addition, **Transit Security Officers** and Security Operations Coordinators receive:

- One (1) pair handcuffs
- One (1) radio earpiece
- One (1) handcuff holder, instead of the notebook carrier pouch, at the employee's option
- One (1) "body armour"
- One (1) "body armour" innercarrier
- One (1) "body armour" outercarrier

Revised effective March 24, 2020

Transit Security
Letter of Agreement #S3
Hours of Work

This letter shall **only be applicable to Transit Security Officers and Security Operations Coordinators.**

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.

Work Day

The work day shall be any **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 **three (3)** consecutive calendar days as scheduled days off.
- (b) **The RWWL days are integrated into the three (3) consecutive days off and will 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 five (5) years.**

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 **8.75** hours of work in a day at 150% of the employee's hourly 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.
- (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: **84** hours taken in **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 **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.**

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.

Revised effective March 24, 2020

Transit Security
Letter of Agreement #S4
Security Field Training

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 **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.**

Revised effective March 24, 2020

**Transit Security
Letter of Agreement #S5
Transit Security Officer Holiday Block Shifts**

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.**

Revised effective March 24, 2020