

MEMORANDUM OF SETTLEMENT

BETWEEN

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY (TRANSLINK)

(The "Employer")

AND

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

(The "Union")

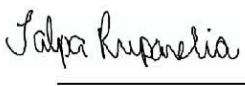
1. The Employer and the Union (the "Parties") herein agree to the terms of this Memorandum of Settlement (the "Memorandum") and the attached agreed-to items as constituting full settlement of all matters under discussion.
2. The Parties agree that this Memorandum is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum, without reservation, to their respective principals.
4. The Parties agree that the Collective Agreement (the "Agreement") is renewed for a term of three (3) years from April 1, 2019 to March 31, 2022 with the changes set out in Schedule A to this Memorandum (attached hereto and incorporated herein) subject to the conditions set out herein.
5. The changes to the Agreement contained in this Memorandum will be effective on the ratification date by both Parties unless specifically stated otherwise.
6. Retroactive adjustments for the above period(s) shall apply to Employees who are in the employ of the Employer on the date of ratification of this Memorandum and shall be paid by the Employer all retroactive monies to which they are entitled on a regular pay cheque as soon as the Employer is able to process the adjustments.
7. Employees who retired from employment with the Employer between April 1, 2019 (day after expiry date of predecessor Collective Agreement) and the date of ratification of this Memorandum, inclusive,

shall be sent written notice of their entitlement to retroactive pay pursuant to this Memorandum by the Employer to the last known mailing address of each such person, and these persons shall each then have ninety (90) calendar days from the date of such mailing by the Employer to claim their retroactive pay entitlement.


8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during discussions for the successor Agreement which are not hereafter specifically and expressly included as part of Schedule A shall be deemed to be both introduced and withdrawn on a “without prejudice” basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum, including, but not limited to, the attachment hereto affixed as Schedule A, this Memorandum in its entirety shall be deemed to be incorporated into the then current Agreement as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Agreement, save and except as expressly provided otherwise by Paragraph 10 below.
10. It is understood that the attachment, hereto affixed as Schedule A, and the successor Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties will agree to an arbitrator who shall be empowered to resolve those disputes first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code, in which case the Parties shall share equally the costs for the arbitrator’s services.
11. Any amendment to this Memorandum must be agreed in writing by both Parties.
12. Following ratification of this Memorandum, the Parties agree to exchange draft copies of the resultant Agreement both in “hard-copy” and digital form within sixty (60) calendar days of ratification. The Parties agree that the objective will be to have the finalized Collective Agreement within ninety (90) calendar days of the date of ratification.
13. The Parties agree that this Memorandum is, to this date, the entire agreement between the Parties with respect to the renewal of the Agreement. If this Memorandum does not result in the achievement of a renewed Agreement, the Employer reserves the right to withdraw the proposed terms of settlement in whole or in part.

Agreed to at [New Westminster], BC, this [November 23, 2020].

For the Employer:

Jalpa Ruparelia
Director, Employee Relations

Clare Froud, Employee Relations Manager

Darren Wayda, Labour Relations Advisor

Jeff Vogstad, Director, IT Applications & Operations

For the Union:



Parm Sandhar, Union Representative



Jennifer Froese, Executive Councillor



Safar Alikhani, Executive Board Member

Schedule A

1. TERM OF COLLECTIVE AGREEMENT

The term of the Collective Agreement and its provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2019** and ending **March 31, 2022** and thereafter until terminated as follows and shall be reflected in item 1 of the Preamble to the Collective Agreement.

2. WAGE INCREASE

The following wage increases will apply to all classifications, applicable on base wages as noted below.

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

3. CLOTHING ALLOWANCES

The Parties agree to amend Article 16.03 as follows:

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

4. LEAVES OF ABSENCE

The Parties agree to amend Article 19 – Leaves of Absence in accordance with the changes to the Employment Standards Act under Bill 8, enacted on May 30, 2019, as follows:

19.06 Pregnancy Leave

19.08 Parental Leave

19.12 Compassionate Care Leave

19.13 Critical Illness and Injury Leave (New)

19.14 Domestic or Sexual Violence Leave (New)

5. EXTENDED HEALTH BENEFITS

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

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

The Parties agree to amend Article 21.01(b)(6) as follows, to be effective one month following ratification:

The extended health plan will also provide Psychological Counselling from a registered psychologist **or registered clinical counsellor** to a maximum of ~~\$1000.00~~ **\$2000.00** per calendar year for each employee and eligible dependents.

Additionally, the Parties will instruct the Employees Health and Benefit Trust to amend the following amounts in the benefit plans:

Podiatrist	\$200 \$400
Acupuncturist	\$100 \$400
Speech Language Pathologist	\$100 \$500

6. GROUP LIFE INSURANCE

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

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for Casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of ~~\$1,000~~ **\$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.

7. TRANSIT PASS

The Parties agree to amend Article 22.01 as follows:

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

8. REMOTE WORKING ARRANGEMENTS

The Parties agree to amend Letter of Agreement #9 Working from Home as follows:

Remote Work Arrangements

The Parties agree that the Employer is committed to developing policies and processes in support of remote work and to ensure compliance with statutory obligations.

The Parties will work to implement the ability for eligible employees to work remotely within six (6) months of ratification.

Working remotely does not change the terms and conditions of employment of the employee. The collective agreement applies in all respects except otherwise specified within this Letter of Agreement. While working remotely, employees retain all rights and benefits including WorkSafeBC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of remote work.

The Employer will provide the union, bi-annually, with names of all bargaining unit members who are working remotely.

Remote work means an employee working from home or a Manager approved alternate location and is defined as an employee carrying out their duties within the scope of their job description from their remote workplace.

The Remote Work Policy will include, but is not limited to the following:

Eligibility

- (a) Employees will be required to meet the eligibility criteria as defined by the Employer.

Application and Approval Process

- (a) Employees may work remotely, subject to the Employer's business and operational requirements being met and no impact to delivery of service, as determined by the Employer.
- (b) The Employer retains the right to determine eligibility, scheduling and number of employees working remotely.
- (c) An employee interested in a remote work arrangement needs to apply in writing to their Manager. If the application is approved, the arrangement will be confirmed in writing and will contain the specific terms and conditions.
- (d) If an employee is denied a Remote Work arrangement, the Employer will provide business and operational reasons for denying the application.

Work Schedule

- (a) When working remotely, an employee's normal work schedule applies, unless otherwise specified.

Equipment and Supplies

- (a) The Employer will determine and provide the necessary technological equipment required to fulfill the duties and responsibilities for the remote work arrangement. The Employer will be responsible for the costs of maintenance of the equipment.
- (b) The employee will be responsible for all other associated costs in order to work remotely.

Workplace Safety

- (a) The employee agrees to designate a workspace within their remote working location that is adequate for the performance of the employee's duties. The employee shall maintain this workspace in a safe condition, free from hazards.
- (b) The Employer will provide training and information to employees working remotely concerning safe work practices while working remotely.
- (c) The employee must continue to comply with their obligations under the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with any safety policies and procedures that may be instituted by the Employer to the extent that they are applicable to the remote work arrangement.

- (d) The Employer and employee will follow WorkSafeBC guidelines and regulations pertaining to remote working conditions. Employees must confirm, with their Manager, that their remote work location meets the legislative expectations for them to work remotely.
- (e) The employee agrees to follow safe practices and must notify their Manager immediately of any job-related accidents that occur in the remote work location.

Employee Obligations

- (a) Prior to working remotely, the employee must confirm they have:
 - (i) access to the tools, equipment and computer systems required to work remotely;
 - (ii) can do so securely, as determined by the Employer;
 - (iii) have a designated working space available that is suitable and safe for the work being performed; and
 - (iv) dependent care arrangements are in place and that personal responsibilities outside of work obligations, are managed in a way that allows the employee to meet their job responsibilities.
- (b) If an employee is unable to perform their work remotely for any reason, they must inform their Manager immediately, and may be required to return to work at the Employer's worksite with less notice than identified in "Termination of Remote Work Arrangements".
- (c) The employee may be required to attend the Employer's worksite, or other locations, as requested by their Manager. In these circumstances, the Manager will provide the employee as much notice as is reasonably practicable.
- (d) Employees will be required to adhere to any applicable policies, procedures or directives as provided by the Employer or as required by law.

Confidentiality

- (a) It is agreed that all records related to the employee's and Employer's work, will be stored in a confidential manner as determined by the Employer.
- (b) All electronic work-related files and documents will be kept only on the employee's work computer or in a shared drive connected to the Employer's network. Employees will not keep electronic copies of any work documents on personal devices.
- (c) All physical hard copies of work-related files and documents will be secured whenever the employee is away from their duties and obligations of work.

Termination of Remote Work Arrangements

- (a) Remote work arrangements may be terminated by either party by providing a minimum of 5 business days' notice in writing.

Sign-off Document

Between:

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



and

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



for

Collective Agreement expiring March 31, 2019

The Parties agree to amend Article 19 “LEAVES OF ABSENCE” in accordance with the changes to the Employment Standards Act of British Columbia under Bill 6, enacted on April 9, 2018 and Bill 8, enacted on May 30, 2019.

LEAVES OF ABSENCE

19.06 Pregnancy Maternity Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) **consecutive** weeks of unpaid leave, **which must be taken during the period that begins**
- ~~(1) beginning~~
- (i) no earlier than ~~eleven (11)~~ **thirteen (13)** weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
- ~~(2) ending~~
- ~~(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and~~
 - ~~(ii) no later than seventeen (17) weeks after the actual birth date. leave begins.~~
- (b) An employee who requests leave after the ~~birth of a child or the~~ termination of a **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.** ~~beginning on the date of the birth of the termination of the pregnancy.~~
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, ~~she~~ **the employee** is unable to return to work when ~~her~~ **the employee** leave ends under Subsection (a) or (b).
- (d) 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 the employee's physician and sent to the Occupational Health Nurse as soon as the condition is known, and~~
 - (ii) be given to the Employer at least ~~three (3)~~ **four (4)** weeks before the day the employee proposes to begin leave, **and**
 - (iii) **if required by the Employer, submitting a medical practitioner's certificate to the Occupational Health Group, stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).**

- (e) An employee may alter, but only once, the date of commencement of ~~her~~ **their** leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date ~~she~~ **the employee** originally wished to commence ~~her~~ **their** leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, ~~she~~ **the employee** may on the recommendation of ~~her~~ **their** physician in consultation with the Occupational Health Nurse Group, commence ~~her~~ **a** leave of absence immediately.
- (f) Should the employee suffer mental or physical illness as a result of childbirth ~~she~~ **they** may upon presenting to the Employer a medical report from ~~her~~ **their** 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~~ **their** unused sick leave credits for the period up to the return date recommended by the physician, provided the employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.
- (g) Where an employee has been granted ~~pregnancy~~ **maternity** 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 (1) or more certificates but not exceeding a maximum of six (6) weeks.
- (h) Employees desiring to return to regular employment following ~~pregnancy~~ **maternity** leave shall notify the Employer ~~last~~ **at** least four (4) weeks prior to the desired date of return or thirty (30) days prior to the expiry date of the ~~pregnancy~~ **maternity** 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 (1) week before the date that the employee indicates ~~she~~ **they** intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (i) On return from ~~pregnancy~~ **maternity** leave, the employee will be reinstated in ~~her~~ **their** former position and receive the same salary and benefits as ~~she~~ **they** received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or ~~pregnancy~~ **maternity** leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on ~~pregnancy~~ **maternity** leave fails to notify the Employer of ~~her~~ **their** desire to return to work in accordance with (h) 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 posting 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~~ **maternity** leave.

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

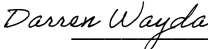
In order to qualify for the right to apply for job postings the employee must advise the Employer of ~~her~~ **their** resignation not later than twelve (12) weeks from the commencement of the leave of absence as per Subsection 19.06(a), above. The Employer may then proceed to fill the resultant job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


The right to apply for job postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date ~~she~~ **the employee** 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~~ **the employee** to have withdrawn from competition.


For TransLink:

 Jalpa Ruparelia
Director of Employee Relations

 Clare Froud, Employee Relations Manager

 Darren Wayda, Labour Relations Advisor

 Jonathan Kuan, Labour Relations Analyst

 Jeff Vogstad, Director of IT Applications & Operations

For COPE:



Parm Sandhar, Union Representative



Jennifer Froese, Executive Councillor



Safar Alikhani, Executive Board Member

Dated this 5th day of October, 2020

Sign-off document between South Coast British Columbia Transportation Authority (TransLink) and COPE for Collective Agreement expiring March 31, 2019

The parties agree to amend Article 19, Section 19.08 “Parental Leave” by increasing the amount of eligible weeks and updating provisions as per Employment Standards Act.

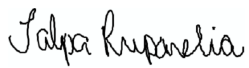
19.08 Parental Leave


- (a) An Employee who requests parental leave is entitled to:
- (i) for a ~~birth mother~~ **parent** who takes leave under the ~~pregnancy~~ **maternity** leave provisions in relation to ~~giving the birth of the~~ **to a child or children** with respect to whom the parental leave is to be taken, up to ~~thirty-five~~ **sixty-one (61)** consecutive weeks of unpaid leave, **which must begin, unless the Employer and employee agree otherwise, immediately after the end of the maternity leave, under the pregnancy leave provisions unless the Employer and employee agree otherwise,**
 - (ii) for a parent, **other than an adopting parent**, who does not take leave under the ~~pregnancy~~ **maternity** leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to ~~thirty-seven (37)~~ **sixty- two (62)** consecutive weeks of unpaid leave, ~~beginning after the child’s birth and within fifty-two (52) weeks after the event.~~ **which must begin within seventy-eight (78) weeks after the birth of the child or children, and**
 - (iii) for an adopting parent, up to ~~thirty-seven (37)~~ **sixty-two (62)** consecutive weeks ~~beginning within of unpaid leave, fifty-two (52) weeks after the child is placed with the parent.~~ **which must begin within seventy-eight (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:
- (i) be given in writing to the Employer,
 - (ii) 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
 - (iii) if required by the Employer, be accompanied by a medical practitioner’s certificate or other evidence of the employee’s entitlement to leave.
- (d) An Employee’s combined entitlement to leave under the ~~pregnancy~~ **maternity** leave

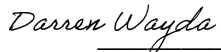
provisions and the parental leave provisions is limited to ~~fifty-two (52)~~ **seventy-eight (78)** weeks plus any additional leave the employee is entitled to under Subsection 19.06 (c) or Subsection (b). The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.


- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least four (4) weeks prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.


For TransLink:

 Jalpa Ruparelia
Director of Employee Relations

 Clare Froud, Employee Relations Manager

 Darren Wayda, Labour Relations Advisor

 Jonathan Kuan, Labour Relations Analyst

 Jeff Vogstad, Director of IT Applications & Operations

For COPE:



Parm Sandhar, Union Representative



Jennifer Froese, Executive Councillor



Safar Alikhani, Executive Board Member

Dated this 5th day of October, 2020

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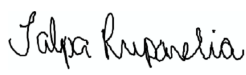
The Parties agree to amend Article 19.12 “Compassionate Care Leave” by increasing the amount of eligible weeks.


19.12 Compassionate Care Leave


In accordance with the *Employment Standards Act*, if a medical practitioner issues a certificate stating that an employee’s immediate family member has a serious medical condition with significant risk of death within twenty-six (26) weeks, the employee will be granted an LOA Without Pay of up to ~~eight (8)~~ **twenty-seven (27)** weeks in duration to provide care or support to such family member.

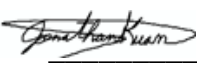
For the purposes of Compassionate Care Leave only, immediate family has been expanded to include those individuals referenced in the Service Canada definition.


For TransLink:

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Director of Employee Relations


 Clare Froud, Employee Relations Manager

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 Jonathan Kuan, Labour Relations Analyst

 Jeff Vogstad, Director of IT Applications & Operations

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Safar Alikhani, Executive Board Member

Dated this 5th day of October, 2020

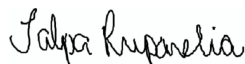
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The Parties agree to amend Article 19, by adding a new Section 19.13 “Critical Illness and Injury Leave” – Following updated provisions in the Employment Standards Act.

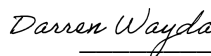
19.13 Critical Illness and Injury Leave

In accordance with the *Employment Standards Act*, an employee is entitled to unpaid Critical Illness or Injury Leave to provide care or support to a family member.


For TransLink:

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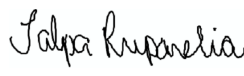
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The Parties agree to amend Article 19, by adding a new Section 19.14 “Domestic or Sexual Violence Leave” – Following updated provisions in the Employment Standards Act.

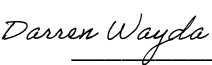
19.14 Domestic or Sexual Violence Leave


In accordance with the *Employment Standards Act*, an employee who experiences domestic or sexual violence which includes but is not limited to physical, sexual, psychological or emotional abuse is entitled to take unpaid leave.


For TransLink:

 Jalpa Ruparelia
Director of Employee Relations

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 Jeff, Vogstad, Director of IT Applications & Operations

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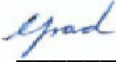
The Parties agree to amend Article 19, by adding a new Section 19.15 “Disappearance of a Child Leave” - following updated provisions in the Employment Standards Act.

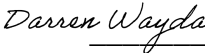
19.15 Disappearance of a Child Leave


In accordance with the *Employment Standards Act*, if a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.

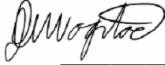
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Dated this 5th day of October, 2020


Sign-off document between South Coast British Columbia Transportation Authority (TransLink) and COPE for Collective Agreement expiring March 31, 2019


The parties agree to amend Article 19, by adding a new Section 19.16 “Death of a Child Leave” – following updated provisions in the Employment Standards Act.

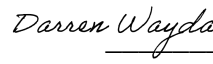
19.16 Death of a Child Leave


In accordance with the *Employment Standards Act*, if a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.


For TransLink:

 Jalpa Ruparelia
Director of Employee Relations

 Clare Froud, Employee Relations Manager

 Darren Wayda, Labour Relations Advisor

 Jonathan Kuan, Labour Relations Analyst

 Jeff Vogstad, Director of IT Applications & Operations

For COPE:

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Parm Sandhar, Union Representative

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Jennifer Froese, Executive Councillor

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Safar Alikhani, Executive Board Member

Dated this 5th day of October, 2020

REMOTE WORKING ARRANGEMENTS

The Parties agree to amend Letter of Agreement #9 Working from Home as follows:

Letter of Agreement #9

Remote Work Arrangements

The Parties agree that the Employer is committed to developing policies and processes in support of remote work and to ensure compliance with statutory obligations.

The Parties will work to implement the ability for eligible employees to work remotely within six (6) months of ratification.

Working remotely does not change the terms and conditions of employment of the employee. The collective agreement applies in all respects except otherwise specified within this Letter of Agreement. While working remotely, employees retain all rights and benefits including WorkSafeBC coverage during the hours the employee is working. Salary, benefits, and job responsibilities will not change as a result of remote work.

The Employer will provide the union, bi-annually, with names of all bargaining unit members who are working remotely.

Remote work means an employee working from home or a Manager approved alternate location and is defined as an employee carrying out their duties within the scope of their job description from their remote workplace.

The Remote Work Policy will include, but is not limited to the following:

Eligibility

- (a) Employees will be required to meet the eligibility criteria as defined by the Employer.

Application and Approval Process

- (a) Employees may work remotely, subject to the Employer's business and operational requirements being met and no impact to delivery of service, as determined by the Employer.

- (b) The Employer retains the right to determine eligibility, scheduling and number of employees working remotely.
- (c) An employee interested in a remote work arrangement needs to apply in writing to their Manager. If the application is approved, the arrangement will be confirmed in writing and will contain the specific terms and conditions.
- (d) If an employee is denied a Remote Work arrangement, the Employer will provide business and operational reasons for denying the application.

Work Schedule

- (a) When working remotely, an employee's normal work schedule applies, unless otherwise specified.

Equipment and Supplies

- (a) The Employer will determine and provide the necessary technological equipment required to fulfill the duties and responsibilities for the remote work arrangement. The Employer will be responsible for the costs of maintenance of the equipment.
- (b) The employee will be responsible for all other associated costs in order to work remotely.

Workplace Safety and On-Site Visits

- (a) The employee agrees to designate a workspace within their remote working location that is adequate for the performance of the employee's duties. The employee shall maintain this workspace in a safe condition, free from hazards.
- (b) The Employer will provide training and information to employees working remotely concerning safe work practices while working remotely.
- (c) The employee must continue to comply with their obligations under the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and with any safety policies and procedures that may be instituted by the Employer to the extent that they are applicable to the remote work arrangement.
- (d) The Employer and employee will follow WorkSafeBC guidelines and regulations pertaining to remote working conditions. Employees must confirm, with their Manager, that their remote work location meets the legislative expectations for them to work remotely.
- (e) The employee agrees to follow safe practices and must notify their Manager immediately of any job-related accidents that occur in the remote work location.

Employee Obligations

- (a) Prior to working remotely, the employee must confirm they have:
 - (i) access to the tools, equipment and computer systems required to work remotely;
 - (ii) can do so securely, as determined by the Employer;

- (iii) have a designated working space available that is suitable and safe for the work being performed; and
 - (iv) dependent care arrangements are in place and that personal responsibilities outside of work obligations, are managed in a way that allows the employee to meet their job responsibilities.
- (b) If an employee is unable to perform their work remotely for any reason, they must inform their Manager immediately, and may be required to return to work at the Employer's worksite with less notice than identified in "Termination of Remote Work Arrangements".
 - (c) The employee may be required to attend the Employer's worksite, or other locations, as requested by their Manager. In these circumstances, the Manager will provide the employee as much notice as is reasonably practicable.
 - (d) Employees will be required to adhere to any applicable policies, procedures or directives as provided by the Employer or as required by law.

Confidentiality

- (a) It is agreed that all records related to the employee's and Employer's work, will be stored in a confidential manner as determined by the Employer.
- (b) All electronic work-related files and documents will be kept only on the employee's work computer or in a shared drive connected to the Employer's network. Employees will not keep electronic copies of any work documents on personal devices.
- (c) All physical hard copies of work-related files and documents will be secured whenever the employee is away from their duties and obligations of work.

Termination of Remote Work Arrangements

- (a) Remote work arrangements may be terminated by either party by providing a minimum of 5 business days' notice in writing.

For TransLink:

 **Jalpa Ruparelia**
Director of Employee Relations


 **Clare Froud, Employee Relations Manager**


 **Darren Wayda, Labour Relations Advisor**


 **Jonathan Kuan, Labour Relations Analyst**

 **Jeff Vogstad, Director of IT Applications & Operations**

For Cope:

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Parm Sandhar, Union Representative

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Jennifer Froese, Executive Councillor

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Safar Alikhani, Executive Board Member

Dated this 27th day of October, 2020