

MEMORANDUM OF AGREEMENT

BETWEEN

COAST MOUNTAIN BUS COMPANY LTD. (CMBC)

(The "Employer")

AND

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

(The "Union")

WHEREAS:

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

THEREFORE:






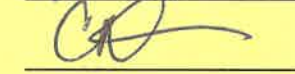
- 1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from April 1, 2023 to March 31, 2026 with the changes set out in this Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification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 All items not addressed herein will be considered withdrawn.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

within thirty (30) calendar days of ratification. The Parties agree that the objective will be to have the finalized Collective Agreement within sixty (60) calendar days of the date of ratification.

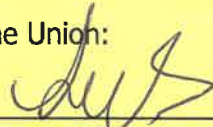




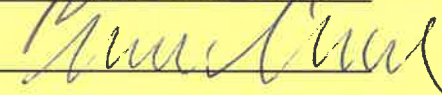
8. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.

Agreed to at Surrey, BC, this 28th Day of July, 2023.

For the Employer:

For the Union:

1. TERM

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

2. SALARY INCREASE

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

April 1, 2023: 6.75%

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

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

3. SHIFT PREMIUMS

The Parties agree to amend the language of Article 11.04:

For the purposes of calculation of shift premiums, the day shift is defined as ~~08:00~~ **07:30** 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~~ **as follows:**

Effective April 1, 2023: \$1.80 per hour

Effective April 1, 2024: \$1.90 per hour

Effective April 1, 2025: \$2.00 per hour

4. ANNUAL VACATION ENTITLEMENTS

The Parties agree to amend Article 13.03 (b). The following amendments will be reflected in the resultant copy of the Collective Agreement; however, it will not take effect until January 1, 2024.

In the calendar year of:

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

The remainder of Article 13.03 (b) shall remain unchanged.

5. PREGNANCY LEAVE SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN

The Parties agree to amend Article 19.07 (2) as follows:

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~~ **eighteen** weeks of top-up benefits under the SUB Plan.

The remainder of Article 19.07 shall remain unchanged.

6. EXTENDED HEALTH BENEFITS

The Parties agree to amend Article 21.01 (b) (1), (2), (3), and create new (6), as follows, to be effective on the 1st calendar day of the month following ratification:

- 1) Eyeglass and Laser Eye Surgery Coverage (~~\$500.00~~ **\$600** 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~~ **\$1,500** 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~~ **\$2,500,000** per person.

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

6) Employee vaccination for shingles as recommended by the BC Public Health Officer.

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

acupuncturist.....	\$400 \$600
chiropractor.....	\$400 \$600
naturopath.....	\$200 \$400
podiatrist.....	\$400 \$600
psychologist, clinical counsellor and online cognitive behavioural therapy combined	\$2,000 \$4,000
speech language pathologist.....	\$500 \$1,200

Appendix "A": Signed Off Documents

General:

Update the font of the Collective Agreement to Tahoma, 11pt
Update the list convention of the Collective Agreement
Replace "Transit Data Collectors" with "Transit Data Administrators"
Replace "DOMS" with "DOMS-Replacement"

New/Amended/ Deleted Language:

Subject:

Article 1.04	Recognition Clauses
Article 1.06 (a)	Bargaining Unit Employees
Article 3.03 (b)	Employee Grievances – Stage 1
Article 4.07	Second Language Premium
Article 10.01 (d)(i)	Working Hours
Article 11.01	Shift Work
Article 12.06 (a/c/d)	Call-Out Provisions
Article 14.01	Statutory Holidays
Article 18.03	Safety Requirements – Equipment
Article 19.04	Court Leave
Article 19.06	Pregnancy Leave
Article 19.14	Gender Affirmation
Article 21.04 (a)	Income Continuance
LOA #2	Casual Scheduling
LOA #38	RE: Summer Student Program
LOA #S4	Transit Security Advisory Committee
LOA #XX	Cybersecurity

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

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

Date of letter	Subject
July 12, 2023	Layoff and Recall
July 20, 2023	Reimbursement for External Training Courses
July 24, 2023	Remote Work Policy
July 25, 2023	Shift & Sign-Up
July 25, 2023	Depot Day-off Requests

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

COLLECTIVE AGREEMENT FORMATTING

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



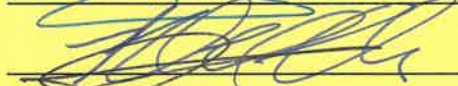


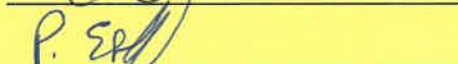
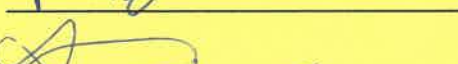

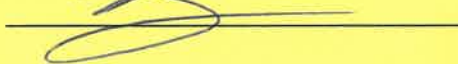
1. List Convention

Throughout the Collective Agreement, all numbering will be updated as follows:






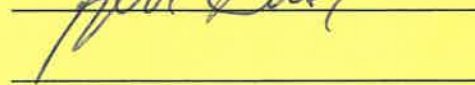

- a) Level 1
 - i) Level 2
 - 1) Level 3

2. The font shall be Tahoma, size 11 throughout the agreement.

For Coast Mountain Bus Company:

For MoveUP:


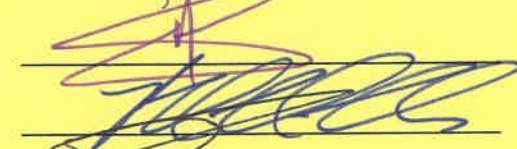



Dated this 29th day of June, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023


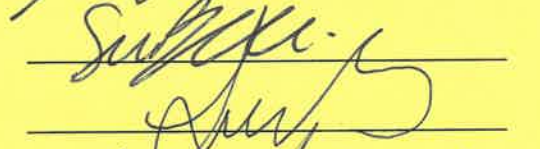
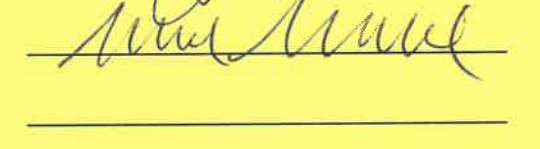
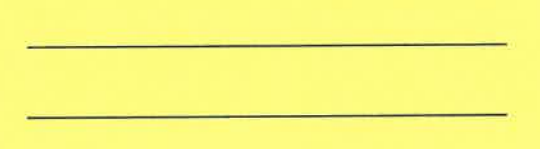

The Parties agree to the following changes throughout the Collective Agreement:

- Replace "DOMS" with "DOMS-replacement"
- Replace "Transit Data Collectors" with "Transit Data Administrators"

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

ARTICLE 1.04

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

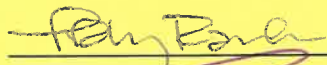
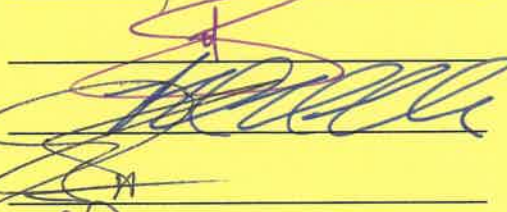



Officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day.

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.



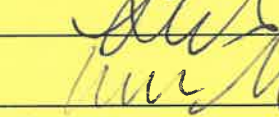
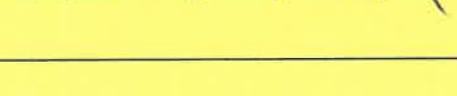
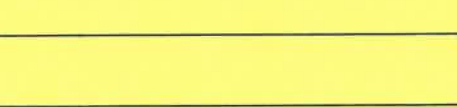

It is the Union's intent to provide the Employer with as much advance notice as possible of requests to grant leave of absence to Executive Board Officers and Councillors of the Union to attend to union business in accordance with this Article of the Agreement. In any event, the Union will endeavor to 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.

When the Union provides a minimum of one week's notice, the Employer will endeavour to provide a response within two days. The Union acknowledges that, even if such a request is initially approved, this leave is in accordance with the regular operation of the department, which is subject to change.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of JULY, 2023.


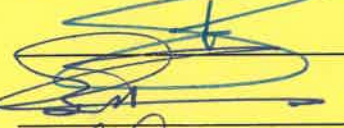



Sign-off Document between
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ARTICLE 1.06 (a)


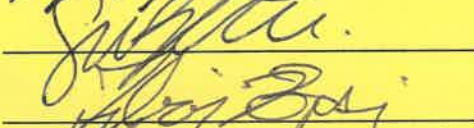


The Parties agree to amend the language of Article 1.06 (a) as follows:

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

For Coast Mountain Bus Company:

For MoveUP:

Dated this 18th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

ARTICLE 3.03 (b)

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

b) Employee Grievances – Stage 1

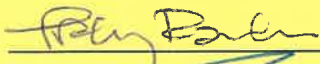
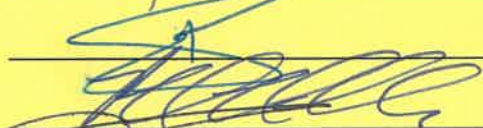
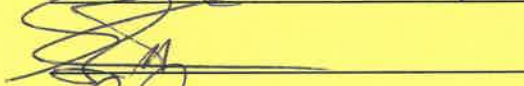
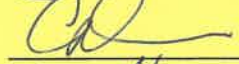
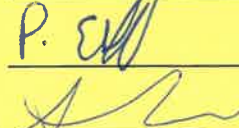

~~An employee or their Job Steward~~ **The Union** may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

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


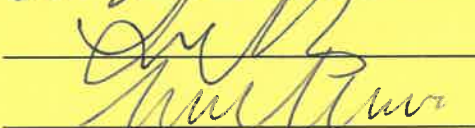
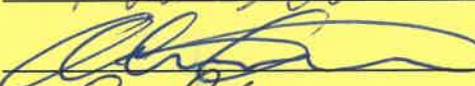



The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Labour Relations Department and it shall be discussed with ~~the employee or Job Steward~~ **the Union** and the Management representative within ten (10) working days of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

The remainder of the Article will remain unchanged.

For Coast Mountain Bus Company:





P. [illegible]



For MoveUP:

Dated this 29th day of June, 2023.





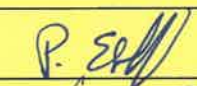


Sign-off Document between
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ARTICLE 4.07



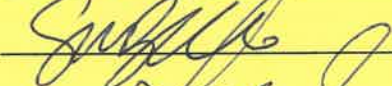
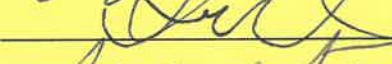




The Parties agree to amend the language of Article 4.07 as follows:

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.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 29th day of June, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

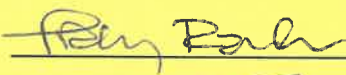


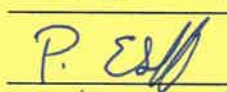


ARTICLE 10.01 (d)(i)

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



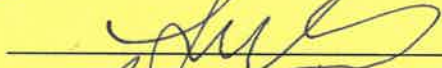
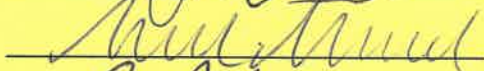
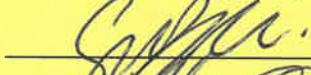
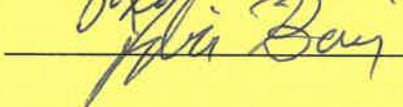
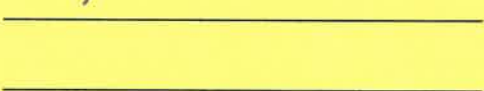
d) Standard and authorized variations will be as follows:

i) Starting time – Standard 08:00 (except Instructors: Standard 07:30)

For Coast Mountain Bus Company:

For MoveUP:

Dated this 29th day of June, 2023.

Sign-off Document between
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for the Contract expiring March 31, 2023





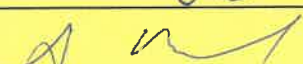
ARTICLE 11.01

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



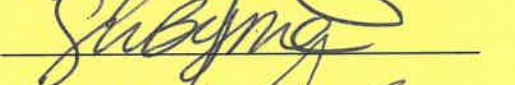

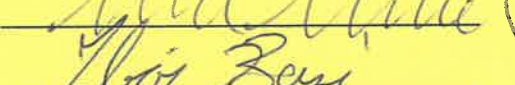

Applications Support Coordinator	Farebox Receipts Attendant
Community Shuttle Clerk	Farebox Receipts Workleader
Customer Information Clerk Agent	Fleet Maintenance Assistant
Customer Information Data Administrator	Instructor
Customer Information Data Automation Workleader	Lost Property Clerk
Customer 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 Administrator
Farebox Attendant	Transit Security Officer

The remainder of the article will remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 5 day of July, 2023.

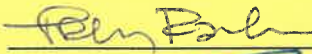



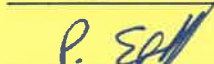
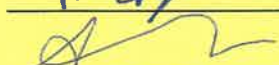

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ARTICLE 12.06 (a)


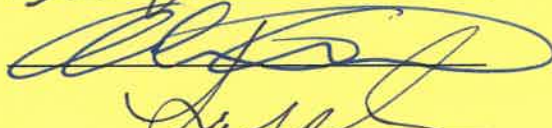
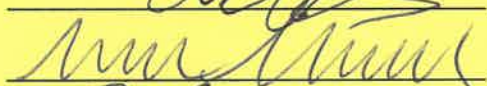

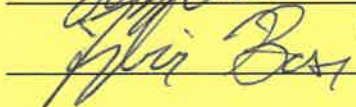
The Parties agree to amend the language of Article 12.06 (a) as follows:

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 **the** 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.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 29th day of June, 2023.

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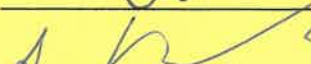


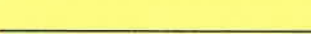
ARTICLE 12.06 (c)

The Parties agree to amend the language of Article 12.06 (c) as follows:

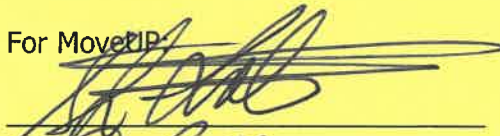
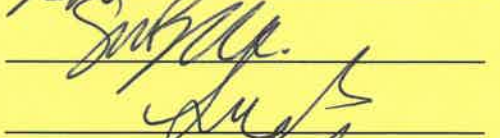
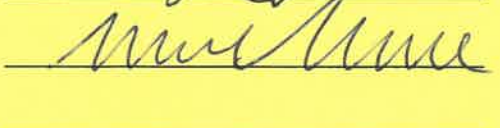
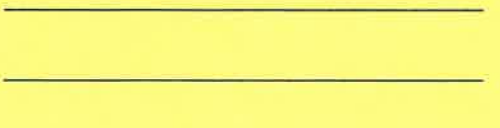

c) Rest Interval After Overtime

- ~~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 **12.02 (f)**, 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.**

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

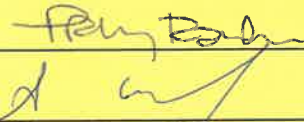
ARTICLE 12.06

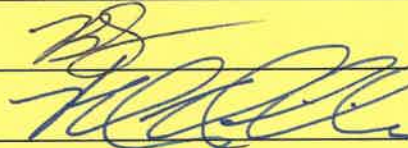
The Parties agree to amend the language of Article 12.06 as follows:


12.06 Call-out Provisions

- d) Shifted employees who work in departments that operate 24/7 and are given less than eight (8) hours' notice of overtime will be eligible for the call-out provisions above.**


For Coast Mountain Bus Company:

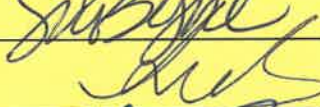





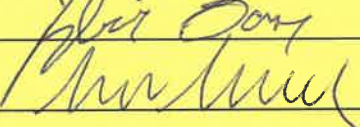


For MoveUP:









Dated this 25 day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

ARTICLE 14.01


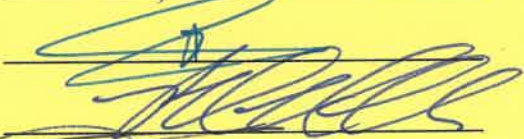
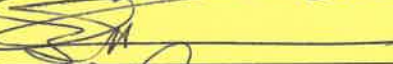

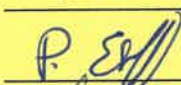

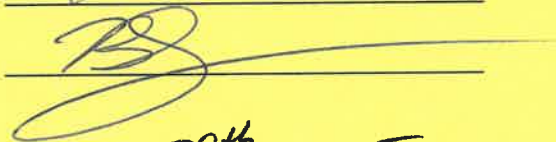
The Parties agree to amend the language of Article 14.01 as follows:

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

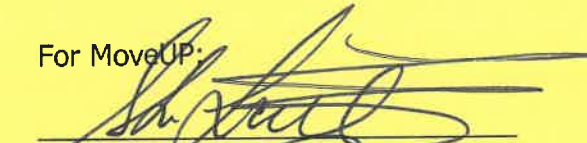

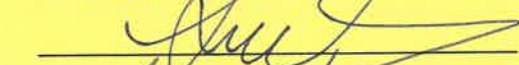
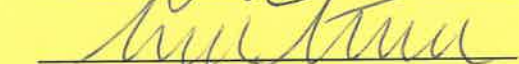

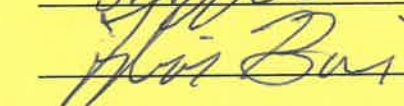
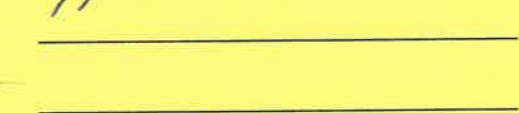
New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

For Coast Mountain Bus Company:

For MoveUP:

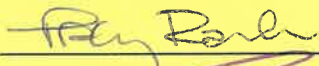


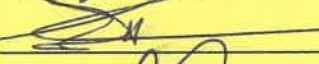
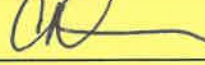


Dated this 29th day of June, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023


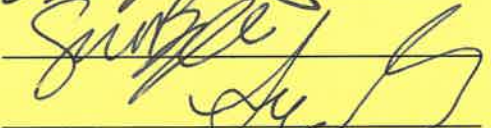
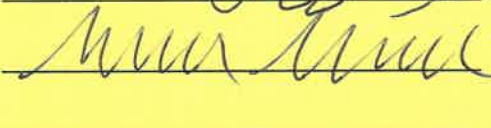
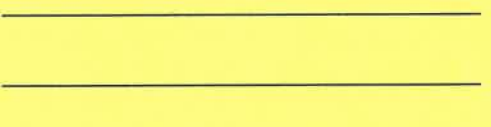

ARTICLE 18.03 Equipment

The Parties agree to delete Article 18.03 Equipment from the Collective Agreement.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

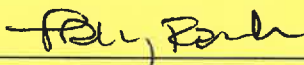




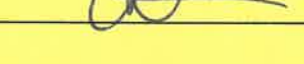

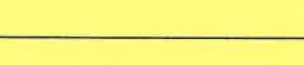
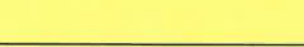
ARTICLE 19.04

The Parties agree to amend the language of Article 19.04 as follows:



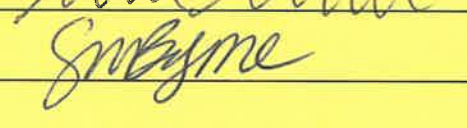
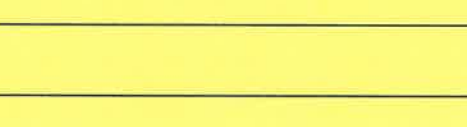
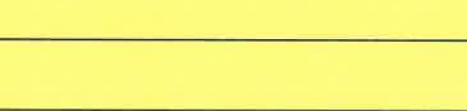
When a regular employee, other than employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Employer in their official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the employee's private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

If an employee is required to represent the Employer in court during a period of vacation, the employee will be paid a minimum of four (4) hours at overtime rates.

For Coast Mountain Bus Company:

For MoveUP:


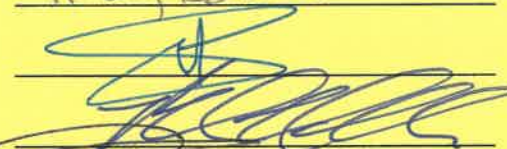






Dated this 5th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023


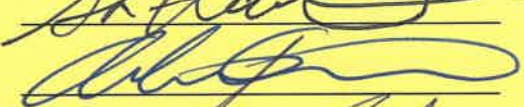
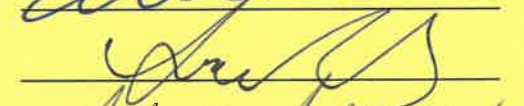
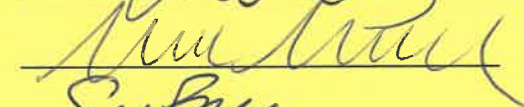

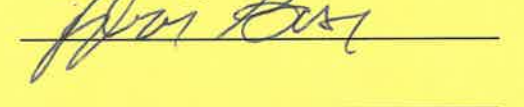
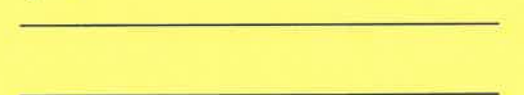
ARTICLE 19.06

The Parties agree to amend the language throughout Article 19.06 to reflect gender neutral pronouns.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 29th day of June, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

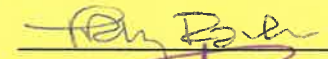
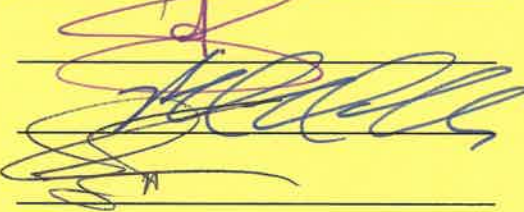

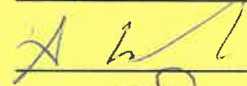
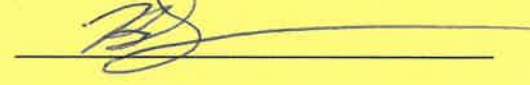
ARTICLE 19.14

The Parties agree to Article 19.14 Gender Affirmation, as follows:

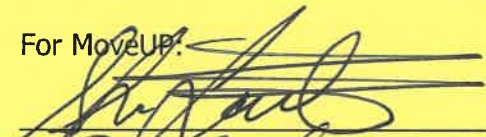
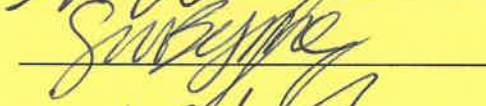
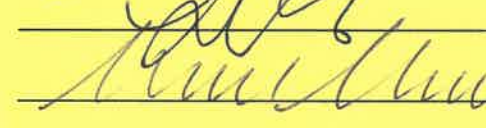
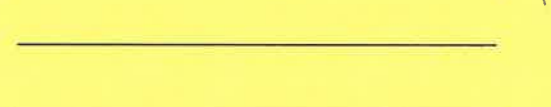
An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo a gender affirmation procedure will be granted a leave of absence without pay during this period. Such leave shall only be granted for an employee who would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

The employee, Employer and Union will agree to the timing and duration of the leave.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

ARTICLE 21.04 (a)





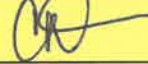



The Parties agree to amend the language of Article 21.04 (a) as follows:

a) Income Continuance

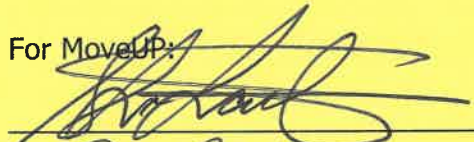


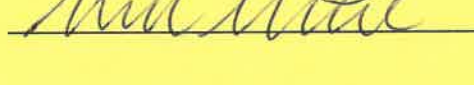
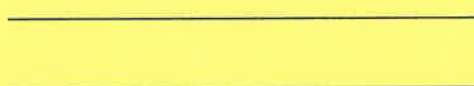
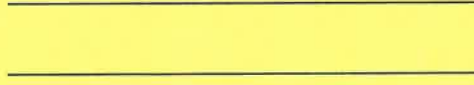

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory 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 available sick leave credits will only be applied to the hours the employee would have regularly worked within the 30 calendar days.** The premium costs for this plan will be 100% paid by the employees.

The remainder of the article will remain unchanged.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

LETTER OF AGREEMENT #2 – Casual Scheduling

The Parties agree to amend the language of LOA #2 as follows:

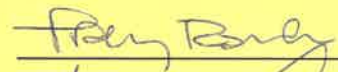



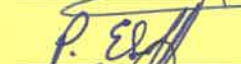

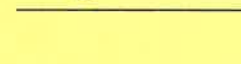

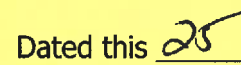

~~During negotiations for the contract expiring March 31, 2019, the Parties discussed their respective concerns regarding the above-captioned matter. As a result of these discussions, the Parties hereby agree to implement a trial casual scheduling procedure as follows:~~

1. Prior to shift sign-up under Article 11.05, casual employees will declare whether they will sign zero (0), one (1), or two (2) regular days off.
2. After regular employees and Holiday Blockers have completed their shift sign-up, casual employees will select, from a list provided by the Employer, regular days off, in accordance with what they declared prior to sign-up, for that sign-up period.
3. Casual employees will sign in order of hours worked over the last sign up to the most recent pay period cut-off.
4. Other than their signed days off, casuals will be available for any shift.
5. If a shift starts on one calendar day and finishes on the next calendar day, the day that the shift starts will be considered the work day.
6. When scheduling casual shifts for the pay period, preference will be given to those with more availability. If availability is equal, the Employer will attempt to distribute the work as equitably as possible.
7. When shifts become available during the pay period, casuals will be advised that a shift has become available.
8. Casuals will be given a time period to respond based on departmental requirements and the timing of the available shift. Once that time period has been reached, of the casuals that have responded, the casual with the fewest hours worked in the pay period will be assigned the available shift.
9. If no casual responds that they are available for the shift, the casual who has worked the fewest hours in the pay period will be assigned the shift.
10. If a casual would like to request time off, a request can be submitted through the Workleader to the Supervisor **via email** ~~on the appropriate form~~. **Such requests will not be unreasonably denied.**
11. After the sign-up has taken place, the Employer may request a casual's days off be changed at a later date to provide coverage in the department. Such requests will not be unreasonably denied.





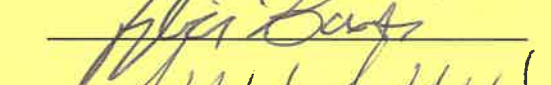
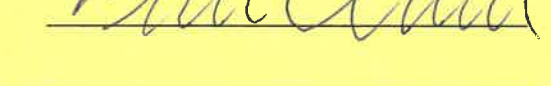
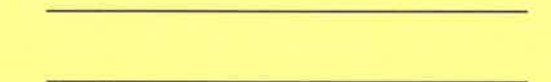



12. Casuals may advise the Employer during the sign up that they wish to cancel their signed day(s) off. If they do so, the casual will be the last casual considered for work on that day.
13. New casuals will not be permitted to sign days off until the next shift sign up.
14. Each department may address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

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

For Coast Mountain Bus Company:

For MoveUP:

Dated this 25 day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

LETTER OF AGREEMENT #38

The Parties agree to amend the language of LOA #38 as follows:

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.~~ **a transit pass for the duration of their temporary employment.**
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.

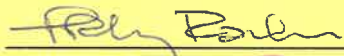

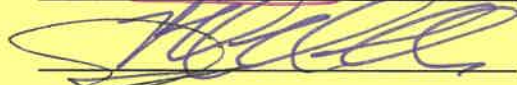
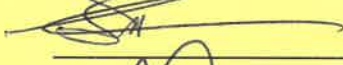

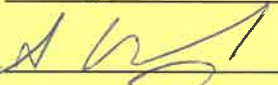

~~Summer Student Positions (Staff Requisitions received/expected)~~

~~Student Shop Clerk — Trolley Overhead~~


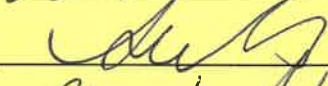

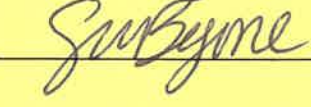
~~Summer Student Positions Other~~

Student Fleet Maintenance File Clerk	Group 4
Student Inventory Analysis Clerk	Group 4
Student Project Assistant — Facilities	Group 5
Student Transit Planner	Group 6

For Coast Mountain Bus Company:

For MoveUP:

Dated this 4th day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

LOA #S4 ~~Security Field Training~~ Transit Security Advisory Committee

The Parties agree to replace #S4 Security Field Training with Transit Security Advisory Committee as follows:

1. Principles

The primary purpose of the Transit Security Advisory Committee is to provide a forum for information exchange and discussion between the Union and Management.

2. Purpose

The mandate of the Committee will be to:

- Provide information to the Union regarding upcoming projects;
- Discuss operational issues such as work scheduling, organizational change, etc.;
- Discuss new equipment and work procedures and methods to improve efficiencies and productivity; and,
- Discuss key performance indicators.

It is understood that this Committee does not have the authority to supersede grievances.

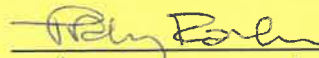




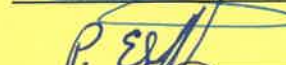
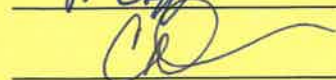
3. Membership

The Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Upon mutual agreement, either Party may bring additional representatives to provide input on the issues under discussion.








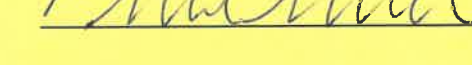

4. Meetings

The Committee shall meet quarterly (unless otherwise agreed) and shall establish an agenda in advance of the meeting. Minutes outlining the action items arising from the meeting will be distributed to the members of the Committee.

For Coast Mountain Bus Company:

For MoveUP:

Dated this 25 day of July, 2023.

Sign-off Document between
Coast Mountain Bus Company Ltd. and MoveUP, Local 378
for the Contract expiring March 31, 2023

LOA XX - Cybersecurity

The Parties agree to create LOA XX – Cybersecurity as follows:

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


Employees are required to:

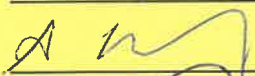
- Complete information security awareness training;
- Report any incidents that may jeopardize the security of the corporate network; and
- Take reasonable measures to mitigate exposure to computer threats. This includes reporting suspicious emails.


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


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

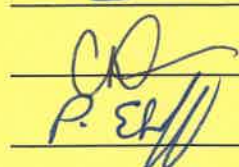
For Coast Mountain Bus Company:






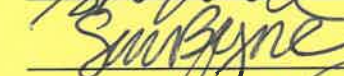


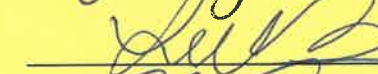





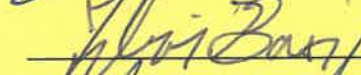
For MoveUP:














Dated this 25 day of July, 2023.



July 24, 2023

Shawn Lakusta
Union Representative
MoveUP Local 378

RE: Remote Work

Dear Shawn:

On April 4, 2022, the Company implemented the *Remote Work Policy* (the "Policy").

Within four (4) weeks of ratification of the Collective Agreement, the Company will provide the Union with a list of MoveUP positions and their designation (remote, resident or hybrid) under this Policy. If, in future, the Employer changes the designation of a position or employee, the Union will be provided with a rationale for the change.

In the event that the Company decides to rescind the Policy, the Union will be given an opportunity to discuss their concerns, including any impacts and options for those employees whose eligibility for remote work changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Ramlu".

Tracy Ramlu
Acting Director
Labour Relations

C: Labour Relations



July 25

July 25, 2023

Shawn Lakusta
Union Representative
MoveUP Local 378

RE: Depot Day-off Requests

Dear Shawn:

Further to our discussions during Collective Bargaining, this letter is to confirm that the Company will engage in a trial for the fall Depot Coordinator sign-up. For day-off requests that are submitted prior to the start of the fall sheet, if, at the time the request is considered, a casual depot coordinator is available to work the shift being requested off by a regular depot coordinator, the regular depot coordinator's request will be approved.

At the end of the fall sheet, a review will be conducted, and the Company will decide to continue or conclude the trial. The Company will advise the Union of its decision and rationale.

It is understood that the Company's willingness to try this process does not necessarily result in this process becoming Company practice. If the Company decides to try this process again in a subsequent sheet, we will consider it a new trial and will go through the same evaluation as with the fall sheet.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Ramlu", is written over a horizontal line.

Tracy Ramlu
Acting Director
Labour Relations

C: Labour Relations



July 25, 2023

Shawn Lakusta
Union Representative
MoveUP Local 378

RE: Shifts & Sign-ups

Dear Shawn:

Further to our discussions during Collective Bargaining, this letter is to confirm the following:

1. Safety Officer (SO) Sign-up

The Company will permit Safety Officers to select a location (or group of locations, if appropriate) at the Safety Officer bi-annual sign-up, except the location/group that they selected in the most recent sign-up. This effectively allows Safety Officers to select a particular location/group every other sign-up. The Company will not implement bi-annual sign-ups, in departments where they do not already exist, before the expiry of the renewed Collective Agreement

2. Split Shifts

The Company will not implement split shifts, in departments where they are not currently utilized, before the expiry of the renewed Collective Agreement.

3. Customer Information Shifts

On December 5, 2022, the Company advised that, on a temporary trial basis, Customer Information Agent shifts would be altered so that Agents could more effectively complete required work before taking calls. The Company does not anticipate that these work requirements will change in the foreseeable future; however, in the event that work requirements change and the Company revisits shift design in Customer Information, the Union will be given an opportunity to discuss their concerns, including any impacts for those employees whose shifts will change. The Company acknowledges that employees are paid for time worked.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Ramlu".

Tracy Ramlu
Acting Director
Labour Relations

C: Labour Relations



July 20, 2023

Shawn Lakusta
Union Representative
MoveUP Local 378

RE: Reimbursement for External Training Courses

Dear Shawn:

With respect to the *Reimbursement for External Training Courses Policy* (the "Policy"), in the event that the Company decides to rescind or revise the Policy, the Union will be given an opportunity to discuss their concerns, including any impacts and options for those employees whose eligibility for reimbursement changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Ramlu".

Tracy Ramlu
Acting Director
Labour Relations

C: Labour Relations