

COLLECTIVE AGREEMENT

between

PROTRANS BC OPERATIONS LTD.

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from January 1, 2010 to December 31, 2013

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DEFINITIONS

For the purpose of this Agreement:

- (a) "*Double-time*" – means twice the straight-time rate.
- (b) "*Employer*" – means Protrans BC Operations Ltd.
- (c) "*Overtime*" – means work performed by a full-time employee in excess or outside of the regularly scheduled hours of work or work performed by a part-time employee in excess of 40 hours a week.
- (d) "*Qualified and Necessary Qualifications*" shall mean the employee meets the minimum requirements of the classification and where applicable, as tested and certified by the Company trainer. The ability to meet these requirements may require a period of familiarization up to 30 calendar days.
- (e) "*Straight-time rate*" – means the hourly rate of remuneration.
- (f) "*Union*" – means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures and to maintain harmonious and mutually beneficial relationships between the Employer and the Union; to set forth certain terms and conditions of employment, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.
- (b) The parties to this Agreement share a desire to create a co-operative, efficient, safe, productive relationship and to provide high quality uninterrupted service to the customers and users of the Canada Line throughout the life of this Collective Agreement.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted. The parties may, by mutual agreement submit the matter to arbitration, if an agreement cannot be reached.

1.3 Conflict With Policy

In the event that there is a conflict between the contents of this Agreement and any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy.

1.4 Singular and Plural

Wherever the singular is used in the Collective Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Human Rights and Employment Standards Act

The parties hereto subscribe to the Principles of the *Human Rights Code* of British Columbia.

1.6 Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment. Such grounds include but are not limited to sex, race, religion, colour, marital status, sexual orientation, family status, physical disability, mental disability, ancestry, place of origin, or age.

- (b) If there is an allegation of harassment, the employee will inform the next highest level of management not involved in the allegation, in writing, and request assistance resolving this issue within 30 days of the alleged occurrence. Such management or his designate shall investigate the allegation, take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.
- (c) If there is an allegation of sexual harassment, the employee will inform the Human Resource manager, in writing and request assistance resolving this issue within 30 days of the alleged occurrence. The Human Resource manager or the Human Resource designate shall investigate the allegation, take steps to resolve the concern as appropriate with 30 days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.
- (d) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.
- (e) The parties will endeavour to treat complaints under this article in strict confidence.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

2.2 Bargaining Unit Defined

- (a) The bargaining unit shall be comprised of all employees of Protrans BC Operations Ltd., excluding those positions the rank of manager or above and the following positions:

- HSQE Coordinator
- Wayside Duty Supervisor
- Building Services supervisor
- Electronics Supervisor
- Guideway Supervisor
- Vehicles Supervisor
- Technical Services Engineer
- Systems Engineer
- Buildings and Structures Engineer
- Senior Operations Supervisor
- Systems Analyst
- Operations Supervisors
- Performance Analyst

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate. Where a designate is identified, the Union will advise the Employer in writing.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the manager of Human Resources or his/her designate.

(c) The parties agree that a copy of any correspondence between one party and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of this Agreement shall be forwarded to the other party's appropriate designate.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to elect/appoint stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the Employer with a list of the employees elected as stewards for each jurisdictional area.

(c) A steward, or alternate, shall obtain the permission of their immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

(1) investigation of complaints;

(2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

(3) supervision of ballot boxes and other related functions during union votes, except for strike vote;

(4) attending meetings at the request of the Employer.

(e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Only designated union representatives shall post or remove union material.

2.8 Union Insignia

(a) A union member shall have the right to wear a union button, pin or lanyard displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The union insignia shall be displayed in mutually agreeable, prominent positions on all mobile equipment owned or leased by the Employer and operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross picket lines arising out of a dispute as defined in relevant legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

(a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer for:

- (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) an elected or appointed union representative to attend to union business which required them to leave their general work area;
- (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
- (4) to an employee called by the Union to appear as a witness before an arbitration board.

(b) To facilitate the administration of union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.

(c) The Union shall provide the Employer with 14 calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than 14 calendar days' notice is given.

2.11 Office Use/Union Representatives

(a) Whenever possible, the Employer will make available Room 134 to union representatives in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.

(b) The Employer may make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.

(c) Union representatives include the President, staff, stewards and executive members.

(d) Whenever possible, the Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time provided it does not interfere with operational requirements or result in any additional costs to the Employer.

2.12 No Interruption of Work

The parties agree there will be no strike or lockout during the term of this Agreement.

ARTICLE 3 - UNION SECURITY

All employees hired shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days' employment, (subject only to the provisions of Section 17 of the *Labour Relations Code*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Union Dues and Assessments

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted. The Union shall save the Employer harmless for such deductions.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide the following information electronically on a biweekly basis:
 - Surname and First Name
 - Job Classification
- (e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues and assessments payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

5.1 Employer and Union to Acquaint New Employees

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off;
- (b) A new employee shall also be provided with:
 - (1) The name, location and work telephone number of the steward; and
 - (2) An authorization form for union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to meet each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

- (f) It is understood that, whenever possible, the steward will hold joint sessions with all new employees, under this provision, at an appropriate time so as not to disrupt operational needs.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Rights

The management of the business and the direction of the workforce are vested with the Employer. The Union recognizes the right of the Employer to manage its business in all respects except as specifically modified or restricted by this Agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

Should a dispute arise respecting the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or the dismissal, discipline, or suspension of an employee bound by this Agreement, an earnest effort shall be made to settle the dispute in the manner described in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to resolve the issue with the employee's supervisor. An employee shall have the right to have a steward present at such a discussion. If unresolved verbally, the aggrieved employee may, within 21 calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative. The Employer's designate will sign and date the grievance form to confirm receipt.

8.3 Step 2

- (a) Subject to the timelines in 8.2, the employee may present a grievance at this level by:
- (1) Recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) Stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) Transmitting his/her grievance to the Employer's designate through the union steward.

(b) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(c) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union's area staff representative or Management may submit the grievance to arbitration within 21 calendar days of the date of receipt of the Step 2 reply or of the date it was due. The Union's area staff representative or management may:

(a) submit the grievance to arbitration pursuant to Article 9; or

(b) make application under Section 87 of the *Labour Relations Code* for a settlement officer; and then

(c) where Section 87 is used, the 21 day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.

8.5 Policy Grievance

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this Agreement, within 21 calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1. Either party may submit a policy grievance at Step 2 of the grievance procedure.

8.6 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspensions of greater than 20 days, or a dismissal shall be filed at arbitration within 21 days of the occurrence.

8.7 Time Limits

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld. If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance filed in accordance with Clause 8.2. Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

8.8 Administrative Provisions

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by registered mail, facsimile transmission, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are registered, sent by facsimile transmission, or accepted by a courier.

8.9 Technical Objections

No grievance shall be defeated merely because of a technical error, other than time limitations in the processing of the grievance through the grievance procedure. To this end, an arbitrator shall have the

power to waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute.

8.10 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been submitted in writing by the Union, the Employer's representative will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Clauses 8.4, 8.5, and 8.6, either party may submit a grievance to arbitration within 21 days of the date of receipt of the Step 2 response, or within 21 days of the date it was due, or within 21 days of the alleged violation.

9.2 Pre-Arbitration Meeting

The President of the Company or a designate shall meet with the Union's representative within 14 days of receipt of the notice of intent to arbitrate at which time the parties will attempt to resolve the grievances or alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

- Bob Pekeles
- Joan Gordon
- Jim Dorsey
- Marguerite Jackson
- Rod Germaine

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this Agreement by altering, modifying, or amending any provision.

9.4 Costs

The parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

9.5 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Dismissal and Suspension

The President or any official specifically authorized by the President, may dismiss or suspend any employee for just cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, and letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request any written censures and/or letters of reprimand shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware.

10.4 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it.

10.5 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the Union President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.6 Right to Have Steward Present

- (a) An employee shall have the right to have a steward present at any meeting which is disciplinary in nature. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

Seniority for employees shall be defined as the length of continuous service with the Employer. The seniority order of employees hired on the same date shall be determined by employee number, in ascending order.

11.2 Seniority List

The Employer will prepare annually (March 1st) seniority lists for regular employees. The information will show each person's classification and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the union office.

11.3 Loss of Seniority

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over 30 calendar days.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board or an ICBC claim shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification.
- (d) An employee shall lose his/her seniority as a regular employee in the event that:
 - (1) he/she is discharged for just cause;
 - (2) subject to Clause 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;
 - (3) he/she is on layoff for more than two years.

11.4 Re-Employment

A regular employee who resigns his/her position and within 60 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

11.5 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or dependent children, and is rehired based on the Employer's hiring process, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six years; and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this Employer;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings

When a vacancy of a regular nature, full-time or part-time, is to be filled inside the bargaining unit, the Employer shall post notice of the position on the designated bulletin board for seven (7) calendar days from the date of posting.

In the event there are no qualified internal applicants, the Employer reserves the right to advertise externally.

12.2 Information in Postings

Such notice shall contain the following information: nature of position, qualification, required knowledge, skills, experience and education and wage or salary rate or range.

12.3 Appointment Policy

(a) Positions will be awarded based on qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills knowledge, ability and experience; in the event that applicants for a given position are equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

(b) In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the internal applicant.

12.4 Trial Period

When an existing employee is awarded a position, he/she will be placed on trial for 580 hours, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.5 Notification to Employee and Union

Appointments for all positions in the bargaining unit shall be posted on the designated bulletin board. The Employer agrees, at the request of unsuccessful applicants, to discuss reason(s) why they were unsuccessful and areas where the employee can improve opportunities for advancement.

12.6 Promotions to Excluded Positions

Should a bargaining unit member be promoted or transferred to an excluded position, the employee will be placed on trial period for six (6) months at which point they will either return to the bargaining unit or remain an excluded employee.

Should the member return to the bargaining unit they will be credited with bargaining unit seniority commensurate with the time in the excluded position up to and including the trial period.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Options for Layoff

Regular Employees

In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series. The Employer shall give regular employees a minimum of 40 calendar days advance notice in writing of layoff.

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, within 10 calendar days of receiving such layoff notice, one of the following options:

(a) (1) Bump a junior employee in a lower classification in the same classification series. In doing so, he/she must have the necessary qualifications to perform the job.

(2) Bump the junior employee in another classification series. In doing so he/she must bump into a classification at a comparable or lower pay rate provided he/she has the necessary education, skills, experience and qualifications to perform the job.

(b) Opt to be placed on a recall list for a period of two years for the purpose of recall to a regular position provided he/she is qualified to perform the work of the position which becomes available. If recalled to work for less than four months duration, a layoff notice will not be required. If recalled to work for four months or greater, a layoff notice will be as specified above. If an employee declines a position in his/her own classification, he/she will be deemed to have been terminated. If this option is selected, no severance is applicable.

(c) New employees will not be hired into the bargaining unit when a vacancy occurs until employees on the recall list who previously held the position have been recalled or who qualify for the position in accordance with Article 12.3.

(d) Opt for severance as follows:

Regular employees shall be entitled to the current applicable severance pay provisions set out below:

(1) For one year of completed employment, two weeks' salary at their current regular salary; or

(2) For two years of completed employment, four weeks' salary at their current regular salary; and

For each additional completed year of service, the employee will receive one additional week at their current regular salary. No employee shall be entitled to more than 12 weeks' severance pay if the layoff is the result of a contract termination.

If an employee opts for severance pursuant to this clause his/her name shall be deleted from the seniority list and the Employer shall be under no further obligation to the employee.

ARTICLE 14 - HOURS AND SCHEDULES OF WORK

14.1 Hours of Work

The annual hours of work for full-time employees exclusive of meal periods but including paid holidays will be based on 2080 hours.

Regular hours of work for regular full-time employees will not exceed 80.5 hours in a biweekly pay period.

The minimum annual hours of work for a part-time employee Canada Line Attendant will be 1040 hours and will not normally be scheduled for less than 20 hours per week averaged over the biweekly pay period.

14.2 Continuous Operation

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

14.3 Work Schedules

(a) The recognized shift patterns are eight hours at 5:2, 12 hours at 2:2:3 and 12 hours at 1:1;

(b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services;

- (c) Schedules including, starting and stopping times, will be posted at least 14 days in advance. A copy will be sent to the union office.
- (d) The maximum length of the workday will be 12 hours, including meal breaks.
- (e) "*Days of Rest*" – the normal days of rest for administration staff except as otherwise required in shift schedules shall be Saturday and Sunday.
- (f) The length of workday for full-time administration staff will be eight hours.

14.4 Changes to Work Schedules

- (a) Work schedules will be mutually agreed to by the parties or their designates at the department level based on the options contained in this clause.
 - (1) If either party wishes to propose a change from the existing shift schedule it shall provide the other party with the earliest possible advance notice but not less than 28 days advance notice in writing shall be given.
 - (2) Once agreed, work schedules will remain in effect until such time as either party proposes a new change, in which case 28 days advance notice in writing shall be given.
 - (3) The parties shall have seven calendar days, from the date notice is given to reach mutual agreement on work schedules at the department level.
- (b) If the parties at the department level cannot reach mutual agreement, either party may refer the matter to the Joint Labour/Management Committee where the following process will apply:
 - (1) The parties shall have 21 calendar days from the date the Committee convened discussions to reach mutual agreement on an appropriate work schedule.
 - (2) The terms of reference for the Labour Management Committee shall be:
 - (i) The work schedules agreed to must be able to meet the operational needs of Protrans BC;
 - (ii) Agreed to work schedules must not cost the Employer more money;
 - (iii) Shift schedule changes requested by the Union shall not be unreasonably withheld.
 - (3) It is understood that upon the exhaustion of the above process the Employer and Union may continue to disagree in which case the Employer may implement the new temporary shift schedule for operational reasons only.
- (c) *Special Projects*

The parties recognize that unusual or special project work may arise for which the Employer may want to implement a temporary change to the current shift schedule, this change can only be implemented with mutual agreement at the Joint Labour Management Committee where the following process will apply:

- (1) The parties shall have seven calendar days from the date the Committee convened discussions to reach mutual agreement on an appropriate work schedule.
- (2) The terms of reference for the Labour Management Committee shall be:
 - (i) The work schedules agreed to must be able to meet the operational needs of Protrans BC;

- (ii) Agreed to work schedules must not cost the Employer more money.
- (iii) Shift schedule changes requested by the Union shall not be unreasonably withheld.

(3) It is understood that upon the exhaustion of the above process the Employer and Union may continue to disagree in which case the Employer may implement the new shift schedule for operational reasons only.

14.5 Conversion of Hours

- (a) *Vacation* – where an employee is granted vacation, pursuant to the annual vacation entitlement, it shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken;
- (b) *Designated Paid Holidays* – where an employee is granted a paid holiday the time off will be equal to the employee's schedule daily hours.

14.6 Meals and Rest Periods

Where a six hour shift is scheduled, the shift shall be inclusive of the lunch and rest breaks. Lunch and rest breaks for employees on 6 hour shifts are as follows:

<i>Hours of Work</i>	<i>Lunch</i>	<i>Rest Break</i>
6 hour shift	30 minutes	1 – 15 minute

Where eight hour shifts are scheduled the shift shall be exclusive of the lunch break but inclusive of rest breaks. An employee working on an eight hour shift will be scheduled for eight and one-half hours. Lunch and rest breaks for employees on eight hour shifts are as follows:

<i>Hours of Work</i>	<i>Lunch</i>	<i>Rest Break</i>
8 hour shift	30 minutes	2 – 15 minute

Where 10 or 12 hour shifts are scheduled, the shifts shall be inclusive of the lunch and rest breaks. Lunch and rest breaks for employees on 10 and 12 hour shifts are as follows:

<i>Hours of Work</i>	<i>Lunch</i>	<i>Rest Break</i>
10 hour shift	1 - 30 minutes	2 – 15 minute
12 hour shift	2 – 30 minutes	2 – 15 minute

Where an employee is required to be available and/or to work during the meal break, the meal break will be paid.

Where an employee works more than five hours and less than six hours they will be granted one 30 minute meal break.

14.7 Call-in

If an employee is called in to work other than during his/her regular working hours he/she will be compensated for a minimum of four (4) hours at the applicable rate, provided, however, that this paragraph will not apply if such work occurred immediately prior to or succeeding the employee's regular shift.

ARTICLE 15 - SHIFT WORK

15.1 Shift Premiums

When working a shift outside the 06:00 to 18:00 timeframe, premiums will be paid for each hour worked during the following shift premium periods:

- (a) *Afternoon shift* (18:00 to 0:00) an additional \$1.60 per hour.
- (b) *Night shift* (0:00 to 06:00) an additional \$2.25 per hour.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clauses 15.1(a) and 15.1(b) shall receive a shift premium for actual hours worked during the shift premium period.
- (b) Shift premiums will apply in addition to overtime rates paid for overtime hours worked in conjunction with a shift. An employee called out between 18:00 and 06:00 shall receive the applicable premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

15.3 Mutual Exchange of Shifts (MEX)

A Mutual Exchange of Shift may occur when two employees agree that they will work in place of one another for their regularly scheduled shift(s). It is understood that this is a temporary exchange and does not indicate a permanent change in an employee's schedule or a change in shift start and end times.

Employees may exchange shifts with the approval of the Employer, provided that:

- (a) MEX forms are submitted for Supervisors approval no less than 24 hours prior to the described shift being traded, and approval will not be unreasonably withheld;
- (b) Trades are only made between employees that work in the exact same position and where the scheduled shift length is the same;
- (c) Operational requirements and/or any regulations impacting work competence or safety are met;
- (d) There is no increase in cost to the Employer;
- (e) The trade is return-traded within three calendar months of the initial trade.

15.4 Engineering Sign Up

The parties agree the Employer will conduct an annual shift schedule sign up of all engineering work groups.

The shift sign up process will be conducted via Service Seniority within each classification series and will include a slot for sign up with each team.

The parties recognise that all shift schedules must be repeatable and will not change without attracting the provisions of Clause 14.4 (change in work schedule request).

I.e., the existing schedules that change the repeatable "*days of rest*" after a 6 month period by using another pattern would be considered two distinct schedules under the tentatively agreed Clause 14.4 provisions.

ARTICLE 16 - OVERTIME

16.1 Overtime Entitlement

- (a) A regular full-time employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s).

- (b) A regular part-time employee will be entitled to compensation for authorized overtime in excess of 40 hours in a week.
- (c) Overtime shall be compensated in 15 minute increments, however employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

16.2 Rotational Overtime List

- (a) Overtime will be offered to employees within the classification in order of seniority on a rotational basis. It is agreed that at any one time overtime hours of individual employees may vary.
- (b) The Employer will maintain a rotational overtime list setting out the employee's name, date of overtime offer and record of acceptance or decline. Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the rotational overtime list shall be given to a union representative.
- (c) Individual employees may elect to remove themselves from the rotational overtime list for minimum periods of six months. An employee on the rotational overtime list may provide the Employer with two weeks written notice of periods of temporary unavailability during which the employee will not be contacted with respect to overtime opportunities.
- (d) Any employee on the rotational overtime list who declines an overtime assignment on three consecutive occasions will be removed from the rotational list for the balance of the calendar year.
- (e) It is understood that where overtime is required at the beginning or end of a shift, the overtime will be assigned on a rotational basis to an employee in the classification already scheduled to work.
- (f) In the event that no employee on the rotational overtime list agrees to work voluntarily, the most junior qualified employee within the classification will be required to work.

16.3 Overtime Compensation

Where an employee is authorized to work overtime it shall be compensated at the following rates:

- (a) double-time for all hours of overtime on a regularly scheduled workday;
- (b) double-time for all hours worked on a day of rest.

16.4 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.5 Right to Refuse Overtime

Employees shall have the right to refuse overtime work without being subject to disciplinary action except in emergency situations or as provided in Article 16.2(f).

16.6 Overtime Bank

Employees may elect to bank overtime hours and/or Holiday Pay for Statutory Holidays worked or falling on a scheduled day off to a maximum of 48 straight-time hours (re-fillable) for later use as time off.

Banked time may be taken as paid time off at a time mutually agreed between the Employer and employee. All applications for time off shall be made to the employee's Supervisor/Department Manager. It is understood that the scheduling of banked time off is subject to operational requirements and shall not result in overtime.

Banked time shall be paid out to the employee at the current rate of the employees' permanent position. Payment out of an employees' bank will only be made on the regular scheduled payday.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following holidays:

New Year's Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Canada Day
Remembrance Day		

In addition, employees will be entitled to a floating holiday each calendar year. The floating holiday must be taken between January 1 and December 31 in each year. If not taken, the floating holiday will be paid out to the employee no later than March 31 of the following calendar year at the rate of pay at which it was earned.

An employee must be employed at least 30 calendar days in order to qualify for a statutory holiday, and have worked or earned wages on at least 15 of the 30 calendar days preceding the statutory holiday. In order to qualify for the floating holiday, an employee must also have completed the probationary period.

For each paid holiday for which a regular full-time employee qualifies, the holiday shall be based on the employee's scheduled daily hours.

For each paid holiday for which a regular part-time employee qualifies, the part-time employee shall receive holiday pay in an amount equal to an average day's pay based on the following formula: regular wages paid to the part-time employee during the 30 calendar days preceding the paid holiday divided by the number of days worked by the part-time employee during the 30 calendar days preceding the holiday.

17.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as observed on some other day, an alternate date will be designated, in advance on an annual basis.

17.3 Holidays Falling on a Scheduled Workday

An employee who is required to work on a shift that commences on a statutory holiday will:

- (a) Receive holiday pay for the day; or
- (b) If there is room in the employee's bank the employee may bank the holiday pay hours in accordance with Article 16.6.

In addition to the above, an employee who works a shift that commences on a statutory holiday will be paid the overtime rates for the hours worked.

17.4 Holidays Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to:

- (a) Receive holiday pay for the day; or
- (b) If there is room in the employee's bank the employee may bank the holiday pay hours in accordance with Article 16.6.

17.5 Holidays Coinciding with a Day of Vacation

When an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.6 Workday Scheduled on Paid Holidays

An employee scheduled to work on a designated paid holiday will not be sent home before the end of his/her scheduled workday or shift except by mutual agreement.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions*

"*Vacation Year*" – for the purposes of this article a vacation year shall be the calendar year commencing January 1 and ending December 31.

(b) Regular employees' vacation hours accrue each pay period according to the number of regular hours paid during the pay period and based on years of service with the company.

(c) In the first year – three weeks to a maximum of 120 hours (prorated for less than one year based on 1/12 for each completed month of service) vacation pay based on 6% of gross regular wages.

(d) In the second to the seventh year – three weeks to a maximum of 120 hours based at 6% of gross regular wages.

(e) In the eighth to the fifteenth year – four weeks to a maximum of 160 hours based at 8% of gross regular wages.

(f) In the sixteenth year and beyond – five weeks to a maximum of 200 hours based at 10% of gross regular wages.

(g) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Scheduling

It is understood that all vacation requests are subject to operational requirements.

(a) With the exception of vacation carryover under Clause 18.4, the scheduling and completion of vacations shall be on a calendar-year basis.

(b) The number of employees permitted to be on vacation at any one time will be determined by the Employer.

(c) All applications for vacation must be submitted, in writing, by February 28 to the Department Manager. It is understood that approval of vacation requests will not be unreasonably withheld. Once the list is approved, the completed vacation schedule shall be posted by March 15. Vacations shall not be altered by the Employer, except by mutual consent of the employee and the Employer.

Where a conflict exists, preference in selection of vacation time shall be given on the basis of service seniority.

(d) Any vacation request submitted after March 15 must be submitted in writing at least three weeks prior to the requested date of leave. The employee's Department Manager will advise within one week of the submission of the vacation request if the vacation is approved; such approval will not be unreasonably withheld. Vacations shall not be altered by the Employer except by mutual consent of the employee and the Employer. Where a conflict exists, vacation shall be granted, on a first come, first serve basis.

(e) Employees may be restricted to booking no more than two weeks' vacation during the period of July and August.

- (f) The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by June 30th except for vacation to be carried over.
- (g) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (h) An employee transferred by the Employer shall maintain his/her vacation period provided that any other employee's vacation period shall not be affected thereby.

18.3 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to an illness and the employee provides sufficient proof of illness, the period of illness shall be considered sick leave and will not be counted against the employee's vacation credits.

18.4 Vacation Carryover

A maximum of 36 hours of unused vacation may be carried forward to the next vacation year.

18.5 Call Back from Vacation

Employees who have commenced their annual vacation shall not be called back to work, except in cases of emergency.

When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for reasonable travel expenses incurred by the employee, in proceeding to the place of work and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

18.6 Vacation Credits Upon Termination

If an employee ceases employment part way through the vacation year, any necessary adjustments, based on the applicable percentage of the employee's gross regular wage in the calendar year to the date of termination will be made on the employee's last pay upon termination.

18.7 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY

Employees shall be entitled to coverage for Short-Term Illness and Injury and Long-Term Disability in accordance with the provisions of this Agreement and as described in Appendix 1.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

Bereavement leave of up to 5 days with pay (within seven calendar days from the date of death) shall be granted to an employee in the event of a death of a spouse, child, mother, father, stepchild, stepmother or stepfather, sister, brother and up to three days with pay (within seven calendar days from the date of

death) in the event of a death of a father-in-law, mother-in-law, grandparent, grandchild or legal guardian, and any person who lives with an employee as a member of the employee's family.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to one day of special leave each calendar year at his/her regular rate of pay for one of the following:
- (1) marriage of the employee; or
 - (2) attend wedding of the employee's child; or
 - (3) birth or adoption of the employee's child; or
 - (4) moving where the employee is maintaining a self-contained household and a change of his/her place of residence necessitates the moving of household furniture and effects during his/her normal working hours; or
 - (5) attend his/her formal hearing to become a Canadian citizen; or
 - (6) attend funeral as pallbearer.
- (b) Two weeks' written notice is required for leave under (a)(1), (2), (4) and (5).
- (c) Leave with pay will be only for the workday on which the situation occurs.

20.3 Jury Duty/Court Appearance

- (a) Time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness on behalf of the Employer, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he/she shall be returned to the job classification and pay rate he/she was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by the endorsement of Jury Duty cheque and/or witness fees to the Employer. When any employee's attendance is not required in Court, the employee shall report for work.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Where an employee is required to be a witness as a result of his/her employment, during non-scheduled hours, all hours spent in court shall be considered time worked.

20.4 Family Responsibility Leave/Compassionate Care Leave

- (a) Family Responsibility Leave: an employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:
- (1) the care, health or education of a child in the employee's care, or
 - (2) the care or health of any other member of the employee's immediate family.
- (b) *Compassionate Care Leave:*
- (1) An employee who requests leave under this article is entitled to up to eight weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed after the date the certificate is issued, or if the leave began before the date of the certificate is issued, the date the leave began.
 - (2) The employee must give the Employer a copy of the certificate as soon as practicable.

- (3) An employee may begin a leave under this article no earlier than the first day of the week in which the period under Article 20.4(b) begins.
- (4) A leave under this article ends on the last day of the week in which the earlier of the following occurs:
 - (i) The family member dies;
 - (ii) The expiration of 26 weeks or other prescribed period from the date the leave began.
- (5) A leave taken under this article must be taken in units of one or more weeks.
- (6) If an employee takes a leave under this article and the family member to whom Article 20.4(b) applies does not die within the period referred to in that article, the employee may take a further leave after obtaining a new certificate in accordance with Article 20.4(b).
- (7) For purpose of this article only, "*family member*" means an employee's spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, stepparents and stepchildren and same-sex partners and their children, as long as they live with the employee as a member of the employee's family.
- (8) An employee who takes a Compassionate Care leave will continue to accrue seniority and will continue to be eligible for other benefits as specified in this Agreement during the period of his/her leave.

20.5 Full-Time Union Duties

The Employer shall grant, on written request, leave of absence without pay for employees selected for a full-time position with the Union for a period of up to one year.

20.6 Leave for Writing Examinations

Leave of absences with pay shall be granted to allow employees time to write examinations of courses required by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees and course-required books.
- (b) A regular employee may be granted leave without pay to take courses in which the employee wishes to enroll.

20.8 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

20.9 Canadian Armed Forces

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence without pay for the following:
 - (1) Where an employee is required to take annual training with Her Majesty's reserve forces;

- (2) Where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) Where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed forces.

20.10 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision.

Employees granted leave under this provision may utilize banked overtime, vacation or holiday pay.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

- (a) An employee is entitled to pregnancy leave of up to 17 consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the commencement of her leave. Such notice will be given at least four weeks prior to the expected date of the commencement of pregnancy leave.
- (c) The period of pregnancy leave may commence up to 11 weeks prior to the expected date of birth and shall end no earlier than six weeks after the actual birth date. A shorter leave period may be requested provided such request is accompanied by a duly qualified medical practitioner's certificate stating that the employee is able to resume work.

21.2 Parental/Adoption Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks without pay (35 consecutive weeks for a birth mother who took pregnancy leave pursuant to Clause 21.1 above).
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks parental leave between them.
- (c) Such written request pursuant to Clause 21.2(a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1;
 - (2) in the case of a birth father or birth mother who did not take pregnancy leave pursuant to Clause 21.1 above, beginning after the child's birth and within 52 weeks after that event.
 - (3) in the case of an adopting parent, beginning within 52 weeks after the child is placed with the parent.
 - (4) A leave request under this clause must be supported by appropriate documentation.

21.3 Extension of Leaves

Employees who are entitled to leave pursuant to Clauses 21.1 or 21.2 shall be entitled to an extended leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Clause 21.1 or 21.2.

21.4 Benefit Continuation

(a) For leaves taken pursuant to Clause 21.1, 21.2 and 21.3 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.

(b) Notwithstanding Clause 21.4(a) above, should an employee be deemed to have resigned in accordance with Clause 21.5 the Employer will recover monies paid pursuant to this clause.

21.5 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clause 21.1, 21.2 and 21.3 commenced unless he/she advised the Employer of his/her intent to return to work one month prior to the expiration of the leave pursuant to Article 21, or if he/she does not return to work after having given such advice.

21.6 Entitlements Upon Return to Work

(a) Notwithstanding Clause 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.1 or 21.2 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.

(b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six months return to work required in Clause 21.6(a) as a result of proceeding on pregnancy, parental or adoption leave shall be credited with their earned vacation entitlements providing the employee returns to work for a period of not less than six months following the expiration of the subsequent pregnancy, parental or adoption leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Joint Obligations

The Employer and employees are responsible to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for employee safety, including the provision and use of all appropriate safety clothing and equipment when required by those procedures.

Employees have an obligation to report all unsafe work conditions and practices to their supervisor. All unresolved issues may be referred to the Occupational Health and Safety Committee.

22.3 Occupational Health and Safety Committee

The parties agree to establish an occupational health and safety committee. The Occupational Health and Safety Committee will operate as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer. The Committee will be comprised of three employee representatives of the bargaining unit and three employer representatives. A minimum of three employee representatives must be present for the Committee meeting to commence.
- (b) The Committee will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, to identify Occupational Health and Safety risks and will provide recommendations to mitigate those risks. All minutes of the meetings will be posted.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting or job site inspection or accident investigation in accordance with WorkSafeBC Regulations.
- (d) Committee meetings and other committee business shall be scheduled by mutual agreement. In the event a meeting is held on a day of rest or outside regularly scheduled hours of work of the employee representative, a designated alternate who is working at the time will be requested to attend.

22.4 Unsafe Work Conditions

The parties agree that the refusal to work is a very serious matter. As per WorkSafeBC Occupational Health and Safety Regulation 3.12, where the employee reasonably believes that he/she would be placed at an undue significant and/or immediate risk to personal health or safety, the employee shall not be disciplined for refusal to work, provided he/she has acted in compliance with the WorkSafeBC Occupational Health and Safety Regulations.

Based on an employee's refusal, an on-site inspection by a representative of the Employer along with an employee representative will be conducted in accordance with WorkSafeBC Occupational Health and Safety Regulation 3.12.

22.5 Investigation of Accidents

- (a) In the event of a major accident, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.
- (b) Reports shall be submitted on an accident investigation form. This form may be amended by mutual agreement and copies sent to:
 - (1) Workers Compensation Board
 - (2) Occupational Health and Safety Committee
 - (3) Employer Designate(s)
 - (4) BCGEU Designate(s)

22.6 Occupational First Aid Certificates

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) When the Employer designates a first aid attendant with an Industrial Certificate, for their regular scheduled shift or any portion thereof, in accordance with the *Workers Compensation Act*, that employee shall be paid the following allowance based on the level of certification required by the *Act*:

Level II –\$1.10 per hour

(d) (1) When there are less than five bargaining unit employees with a First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WorkSafeBC regulations to undertake the training in order to obtain an Occupational First Aid Certificate. Employees with a Level II certification will be paid 30¢ per hour for all hours worked.

(2) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(3) In the event that no employee volunteers as per (1) above, the Employer may require the most junior regular employee within the work unit who can meet the requirements of the WorkSafeBC regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.7 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from sick leave.

22.8 Transportation for Medical Aid

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to their place of work if appropriate to the employee's condition.

22.9 Workplace Violence

The Employer will ensure that employees are adequately trained to deal with risks of physical violence or verbal abuse from the public.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Recognition of Technological Change

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the parties have agreed to the following:

23.2 Notice of Technological Change

(a) In the event of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 90 days' notice of a technological change, except in the case of a change related to employee or passenger safety.

(b) Upon receipt of a notice of technological change pursuant to 23.2(a) the Joint Labour/Management Committee established under Article 29 shall meet to consult on the impact of the proposed change, and discuss potential options to implement that would minimize job loss, including training and familiarization to the new technology. The written notice identified in 23.2(a) will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the Employer plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected.

ARTICLE 24 - BARGAINING UNIT WORK & NO CONTRACTING OUT

24.1 No Contracting Out

The Employer agrees not to contract out work that would result in the layoff of a bargaining unit employee.

24.2 Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to non-bargaining unit employees except:

- (a) to overcome immediate short-term operational requirements; or
- (b) for training purposes; or
- (c) for other unforeseen circumstances mutually agreed to by the parties. It is understood that such agreement shall not be unreasonably withheld.

24.3 Customer Queries

The parties agree that it is everyone's responsibility to respond to customer queries as required.

ARTICLE 25 - HEALTH AND WELFARE

The existing Health and Dental Program will remain in effect with the following amendments:

- (a) Annual combined maximum for Dental and Major coverage – increased from \$1,500 to \$2,000.
- (b) Vision – increased to \$300/ 24 months.
- (c) Effective December 31, 2012 – MSP coverage is increased to cover all employees and eligible dependants (family coverage).

ARTICLE 26 - UNIFORMS/WORK CLOTHING & SAFETY FOOTWEAR

26.1 Uniforms & Work Clothing

(a) Where the Employer requires an employee to wear a uniform or work clothing, the Employer shall provide and maintain the following uniforms:

Operations

4 pairs of pants
 4 shirts
 1 light jacket or vest
 2 pullovers

For attendants working outside, in addition to the above

1 winter coat
 1 toque
 1 utility bag or belt with pouches
 1 pair of winter gloves

Engineering

3 pairs of coveralls
 4 shirts
 3 pairs of pants
 1 winter coat
 1 light jacket
 1 set of raingear – for Wayside only
 1 toque
 1 pair winter gloves

- (b) The style and type of specific items shall be determined by the Employer.
- (c) The Joint Committee shall meet at the request of either party on a mutually agreed date and location to discuss and make recommendation on matters of concern, including clothing specifications.
- (d) Such uniforms shall remain the property of the Employer. Uniform items will be replaced when the Employer determines that uniform items no longer meet the Employer's standards. All items must be returned to the Employer upon termination of employment.
- (e) Where the Employer determines that major alterations are required to ensure appropriate fit, the Employer will arrange for and cover the cost of such alterations.

26.2 Safety Footwear

Where prescribed by the Employer, the Employer will reimburse for one pair of safety footwear up to \$145 a calendar year, or \$290 every two calendar years, upon submission of receipt.

26.3 Cleaning Allowance

A biweekly cleaning allowance of \$8.50 will be paid to employees for whom cleaning service is not provided. The allowance is for the purpose of cleaning, laundering and minor maintenance (replacement of buttons etc.) of employer issued clothing.

ARTICLE 27 - WAGES & SUBSTITUTION**27.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Article 27.

27.2 Wages

- (a) Effective January 1, 2010 – 3% to operations and administrative employees and 3.5% to engineering employees. These wage increases are not applicable to the Team Leads who shall instead receive a cash bonus equivalent to the percentage increase for their respective department.

(b) Effective January 1, 2011, any general wage increases achieved between British Columbia Rapid Transit Company Limited and the Canadian Union of Public Employees, Local 7000 for the period commencing September 1, 2010 will be applied.

(c) Effective January 1, 2012, any general wage increases achieved between British Columbia Rapid Transit Company Limited and the Canadian Union of Public Employees, Local 7000 for the period commencing September 1, 2011 will be applied.

(d) Effective January 1, 2013, any general wage increases achieved between British Columbia Rapid Transit Company Limited and the Canadian Union of Public Employees, Local 7000 for the period commencing September 1, 2012 will be applied.

27.3 Substitution

When an employee temporarily substitutes for an employee in a higher classification, they shall receive the rate of the higher classification for the actual time worked in the higher classification.

27.4 Training Premium

A training premium of \$2/hour will be paid for time spent by an employee at the Employer's direction for the following:

- (a) Conducting formal training in a classroom environment; or
- (b) Providing the training required to certify/license another employee.

The training premium does not apply to other forms of training such as orientation, providing direction, or on the job training, or coaching of other employees.

27.5 Salary Scale

Classification	Effective Jan. 1, 2010	Effective Jan. 1, 2011	Effective Jan. 1, 2012	Effective Jan. 1, 2013
	Hourly	Hourly	Hourly	Hourly
Operations				
Team Lead CLA	\$30.73	\$31.65	\$31.65	TBD
Canada Line Attendant (CLA) Fully Qualified	\$28.77	\$29.63	\$29.63	TBD
Canada Line Attendant (CLA) Hire Rate	\$24.45	\$25.18	\$25.18	TBD
Station Attendant (SA) Fully Qualified	\$24.45	\$25.18	\$25.18	TBD
Station Attendant (SA) Hire Rate	\$22.40	\$23.07	\$23.07	TBD
Hostler Trainer	\$31.65	\$32.60	\$32.60	TBD
Scheduling Coordinator	\$30.46	\$31.37	\$31.37	TBD
Designated Team Lead CRO *	\$41.49	\$42.73	\$42.73	TBD
Control Room Operator (CRO)	\$38.85	\$40.02	\$40.02	TBD
Control Room Operator (Hire Rate)	\$33.02	\$34.01	\$34.01	TBD
Control Room Operator (250-500 Hours)	\$34.97	\$36.02	\$36.02	TBD
Communications Controller	\$25.61	\$29.63	\$29.63	TBD
Operations Performance Assistant	\$28.77	\$29.63	\$29.63	TBD
Engineering & Maintenance				
Technical Assistant	\$40.81	\$42.24	\$42.24	TBD
Vehicle Team Lead	\$38.62	\$39.97	\$39.97	TBD
Vehicle Technician	\$36.34	\$37.61	\$37.61	TBD
Guideway Team Lead	\$38.62	\$39.97	\$39.97	TBD
Guideway Technician	\$36.34	\$37.61	\$37.61	TBD
Electronics Team Lead	\$38.62	\$39.97	\$39.97	TBD
Electronics Technician	\$36.34	\$37.61	\$37.61	TBD
Building Services Technician	\$34.74	\$35.96	\$35.96	TBD
Wayside Planner	\$40.81	\$42.24	\$42.24	TBD

Classification	Effective Jan. 1, 2010	Effective Jan. 1, 2011	Effective Jan. 1, 2012	Effective Jan. 1, 2013
	Hourly	Hourly	Hourly	Hourly
Finance				
Storeperson	\$31.03	\$32.12	\$32.12	TBD
Warranty Clerk	\$25.54	\$30.99	\$30.99	TBD
Accounting Assistant	\$25.42	\$26.18	\$26.18	TBD
Payroll Assistant	\$27.24	\$28.06	\$28.06	TBD
Public Affairs				
Receptionist	\$21.63	\$22.28	\$22.28	TBD
Administrative Assistant	\$21.63	\$27.09	\$27.09	TBD
Customer Service Assistant	\$21.63	\$22.28	\$22.28	TBD

* Should the Employer determine it is necessary to designate a Team Lead in the Control Room, a fully qualified CRO may be called upon by a Duty Manager or the Director of Operations to be a Designated Team Lead.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Classification and Salary Adjustments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay and effective date shall be subject to negotiations between the Union and the Employer.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, within 10 days of their first meeting or other such period agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter, within 21 calendar days, to expedited arbitration pursuant to Article 9. The Arbitrator shall determine the rate of pay and effective date.

28.2 Bargaining Unit Classifications and Classifications Series

Control Room

Control Room Operator
Communications Controller

Field Operations

Team Leaders
CLA's
SA's
Scheduling Coordinator
Scheduling Administrator
Hostler Trainer
Operations Performance Assistant

Building Services

Technicians

Electronics

Team Leaders
Technicians

Guideway

Team Leaders
Technicians
Wayside Planner

Vehicle

Team Leader
Technician
Technical Assistant

Administration

Receptionist
Customer Service Assistant
Accounting Assistant
Payroll Assistant
Administrative Assistant

Materials

Storepersons
Warranty Clerk

ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE**29.1 Establishment of Joint Committee**

The parties agree to establish a joint labour/management committee composed of three employee representatives of the bargaining unit representatives and three employer representatives. This Committee may call upon additional persons for technical information or advice.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every 90 days or at the call of either party at a mutually agreeable time and place. Sufficient time will be allocated by the Employer for the Union Committee to meet amongst themselves prior to the meeting start. Employees shall not suffer any loss of basic pay for time spent on this Committee. Committee meetings shall be scheduled during normal working hours whenever practicable.

29.3 Chairperson of Committee

An employer representative and a union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. Notwithstanding the above, where the parties mutually agree, the Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:

(1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

- (2) Correcting conditions causing grievances and misunderstanding;
- (3) Opportunities to increase employee suitability for promotion.

29.5 Minutes

Minutes regarding matters discussed and agreed upon actions to be taken shall be kept and approved by the parties. One member of the Committee shall be designated for the purpose of recording the minutes.

29.6 Communication

The parties agree to adopt a process to guide the operation of the Committee and to ensure that matters directed to the Committee are dealt with in an ongoing and timely fashion and will establish a communication protocol to ensure the Employer and union members are kept informed about committee activities.

ARTICLE 30 - PROBATION

A newly hired employee shall be considered probationary until he/she has worked 580 straight-time hours. The period of probation may be extended by mutual agreement.

ARTICLE 31 - GENERAL CONDITIONS

31.1 Indemnity

- (a) In the event of a civil action, commenced by a third party, arising from the good faith discharge of an employee's duties, the Employer agrees to provide legal advice and counsel and pay any judgment arising out of the good faith performance of their duties. The Employer agrees not to seek indemnity against an employee whose good faith performance of duties result in a judgment against the Employer.
- (b) The Employer will provide legal counsel and advice where an employee is charged with an offence resulting directly from the good faith performance of their duties.
- (c) Where an employee is called before a hearing held under other applicable acts resulting directly from the good faith performance of their duties; the Employer will provide legal counsel and advice.
- (d) Where an employee is required to defend their professional actions arising out of the good faith performance of their duties in a proceeding before their professional licensing body the Employer will provide legal counsel and advice.
- (e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances.
 - (1) when the employee is first approached by any person or organization notifying them of the intended legal action against them;
 - (2) when the employee themselves require or retain legal counsel in regard to the incident or course of events;
 - (3) where an investigative body or the Employer first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
 - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceedings of any nature or kind.

31.2 Political Activity

Federal and Provincial Offices:

If an employee is nominated as a candidate for election, the employee shall be granted leave without pay for a maximum period of 90 days to engage in the election campaign. If elected, the employee shall be granted leave of absence for a maximum period of five years. If not elected, the employee shall be allowed to return to their former position.

31.3 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing shall be borne equally by the parties.

The Union shall distribute the Collective Agreement to its members and the Employer shall reimburse the Union for 50% of the printing costs.

(b) The Agreement shall be printed in a union shop and shall bear a recognized union label.

31.4 Private Vehicle Use

Employees will not be required to use their private vehicle for employer business.

31.5 Personal Property Storage

The Employer shall provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite.

31.6 Supply and Maintenance of Equipment and Tools

The Employer shall provide and maintain all equipment, tools, machinery, furniture, and supplies necessary for the employees to perform their duties effectively.

31.7 Assignment of Work

(a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.

(b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their local supervisor. The local supervisor will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.

ARTICLE 32 - REGISTERED RETIREMENT SAVINGS PLAN

32.1 Retirement Program

Effective date of ratification – the existing RRSP program will be amended to 200% employer match on all employee contributions to a maximum employer contribution of 6%.

- (a) Effective December 31, 2011 – maximum employer contribution increased to 6.25%.
- (b) Effective December 31, 2012 – maximum employer contribution increased to 6.50%.

32.2 Defined Contributed Plan Joint Committee

The Union and the Employer will form a joint committee to look at the feasibility of utilizing the Union's Defined Contribution Plan.

ARTICLE 33 - TERM OF AGREEMENT**33.1 Duration**

This Agreement shall be binding and remain in effect to midnight December 31, 2013.

33.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 1, 2013 but in any event not later than midnight, October 31, 2013.
- (b) Where no notice is given by either party prior to October 31, 2013, both parties shall be deemed to have given notice under this clause on October 31, 2013, and thereupon Clause 33.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Company COO.

33.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

33.4 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

33.5 Limitations

The operation of Section 50(2) and (3) of the *Labour Relations Code* of British Columbia is specifically excluded.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Kim Ellis, Vice-President
Human Resources

Lana Vincent
Bargaining Committee

Patsy Harrison
Human Resources Manager

Ryan Heggs
Bargaining Committee

Grant Bailey
Director of Engineering

Kirsten Campbell
Bargaining Committee

Shant Khachadur
Bargaining Committee

Gary Bennett
Staff Representative - Negotiations

Dated this _____ day of _____, 20_____.

APPENDIX 1

Part I – Short-Term Illness, Injury Disability Plan

1.1 Eligibility

Regular employees shall be covered by the Short-Term Illness, Injury and Disability Plan starting the first day of the month following their probation.

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or non-work related injury, in excess of three days he/she will be entitled to a benefit of 75% of regular pay, to a maximum of \$1,800 per week, for a period not to exceed 13 weeks from date of absence, (Short-Term Plan Period);

(b) Regular full-time employees will be entitled to 48 hours of paid sick time in a calendar year. Sick time will be used toward the elimination period for the Short-Term plan Benefit. If the employee qualifies for the Short-Term Plan and does not have sufficient sick time to cover the elimination period, the employee may choose to use one of the following:

- (1) banked overtime
- (2) vacation entitlement

(c) When an employee is in receipt of Short-Term Plan Benefits, the Employer will top up to a maximum of 25% of the employee's current salary, based on completed years of service, as per the following:

Years of Service	Weeks Paid by Employer @ 25% Salary	Weeks Paid by Carrier @ 75% Salary
Less than 12 month	0	13
1 year	1	13
2 year	2	13
3 year	3	13
4 year	4	13
5 year	5	13
6 year	6	13
7 year	7	13
8 year	8	13
9 year	9	13
10 year	10	13
11 year	11	13
12 year	12	13
13 year	13	13

(d) Regular full-time employees may carry forward to the following calendar year any unused sick hours to a maximum of 24 hours. Total sick hour entitlement will not exceed 72 hours in a calendar year.

(e) Regular part-time employees may carry forward to the following calendar year any unused sick hours to a maximum of 12 hours. Total sick hour entitlement will not exceed 36 hours in a calendar year.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within two weeks again become unable to work because of the same illness or injury will be considered to still be within the original Short-Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within two weeks again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further 13 weeks of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working two weeks or more, again become unable to work because of the same illness or injury will be entitled to a further 13 weeks period of benefits under this plan.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from a medical practitioner qualified to practice in the Province of BC.

Where such a certificate is required the cost of obtaining the Certificate will be borne by the Employer upon production of receipts.

Employees will be advised at the time notification is provided by the employee of their intention to return to work if a medical statement will be required.

1.5 Integration With Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory *Act* or law, except Employment Insurance sickness benefits;
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) general leave of absence not exceeding 30 days;
- (2) maternity or adoption leave;

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the intended date of return and benefits will be paid for the balance of the 13 week period remaining from the scheduled date of return to work.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified. In the event, the employee is not able to return on the date indicated, the employee will advise the Employer as soon as possible.

1.8 EI Premium

The parties agree that the complete premium reduction from the Employment Insurance accruing through the improved illness and injury plan will be returned to the Employer.

1.9 Benefits Upon Layoff or Separation

(a) Subject to (b) below, regular employees who are receiving benefits pursuant to Section 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective day of the layoff or separation.

Part II – Long-Term Disability Plan

2.1 Eligibility

(a) Regular employees shall be covered by the Long-Term Disability Plan on the first day of the month following the completion of his/her probation.

(b) Coverage in the Plan is a condition of employment.

2.2 Long-Term Disability Benefit

Long-Term Disability payments begin after the employee has been totally disabled for the uninterrupted period or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later. He/she shall be eligible to receive a monthly benefit as follows:

(a) The employee shall receive a monthly benefit equal to the sum of:

- 60% of the first \$4,000 of monthly earnings; and
- 40% of the monthly earnings above \$4,000 to a maximum of \$9,000

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

(b) The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short-Term Plan period. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short-Term Plan period.

(c) The Long-Term Disability benefit payment will be made as long as the employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long-term disability benefits will be considered an employee and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement and will retain seniority rights should they return to employment within three months following cessation of benefits.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 60% of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with the benefits from this plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course of training that entitles the disabled employee to an allowance, provided such rehabilitative has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment reaches 100% of the employee's earnings at the date of disability but in no event for more than 24 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

2.4 Exclusions from Coverage

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (b) intentionally self-inflicted injuries or illness;
- (c) a disability known to the Employer and which was specifically taken into account by the Employer at the time of hiring.

2.5 Pre-Existing Conditions

An employee shall not be entitled to Long-Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless he/she has completed 12 consecutive months of service after the date of hiring during which time he/she has not

been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received.

2.6 Integration with Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers Compensation Act* or law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory *Act* or law;
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan or any country to which the disabled employee is entitled or to which he/she would be entitled to his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that the Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an *Act* of the governments of Canada or other commonwealth countries.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit statements in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches his/her 65th birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment.

2.9 Benefits Upon Plan Termination

In the event this Long-Term Disability plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

2.10 Contributions

The cost of this Plan will be borne by the employee.

2.11 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.12 Claims

Where an employee has disputed the decision of the claims-payment agent and is awaiting the outcome of a review or an appeal, the employees will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

2.13 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.14 Plan Changes

A copy of the master benefits document will be provided to the Union. The Plan will not be changed without mutual agreement between the Employer and Union.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

Part III – Modified, Alternative or Rehabilitative Employment

Under certain circumstances, it may be appropriate for an employee who is recovering from an illness or non-work related injury to participate in a rehabilitation program, consisting of either graduated return to work over a specified period of time or the temporary modification to the employee's regular job or temporary placement in an alternate position. In reviewing the feasibility of a rehabilitation program, the Company will take into consideration the following:

- (a) The nature and expected duration of the employee's disability;
- (b) The level of activity the employee is capable of performing;
- (c) The employee's education, training and experience;
- (d) The nature of the work required in the employee's normal classification;
- (e) The availability of other positions in the Company which the employee might reasonably be capable of performing;
- (f) Modification of the employee's job;
- (g) Flexibility in scheduling hours of work within the existing hours of operation, on a temporary basis.

Should such a program be determined to be appropriate by the employee's physician, it will be developed with the co-operation of the insurance carrier, the employee, the employee's physician, and the Company doctor. The Union will be advised of such arrangements.

In order for a rehabilitation program to be approved by the Company, acceptable time frames must be established as to when the employee can be expected to return to full employment in their regular job. As well, the Company reserves the right to cancel a program should it feel the objectives are not being fulfilled, or the program is extending beyond a reasonable time period.

An employee in receipt of Long-Term Disability benefits who returns to their regular position on a graduated basis shall receive their regular hourly rate for those hours in which they are able to work. In addition, the employee shall receive their Long-Term Disability benefits for those regular scheduled hours in which they were unable to work due to the medical disability based on the provisions of the plan.

An employee in receipt of Long-Term Disability benefits who is placed temporarily in another position shall receive the regular hourly rate of the position into which they have been placed for those hours in which they are able to work. However, in no case shall they receive less than 75% of the rate of their regular position. In addition, they shall receive Long-Term Disability Benefits for those regular scheduled hours in which they are unable to work due to the medical disability based on the provisions of the plan.

**MEMORANDUM OF UNDERSTANDING #1
Team Lead Role**

The parties agree to the following:

- (1) Following ratification, one new Canada Line Attendant Team Lead position will be created.
- (2) The position will be offered to existing Operations Supervisors in order of seniority via a personal email to each candidate, one at a time.
- (3) Each individual will be given 24 hours to consider the position.
- (4) Once the position has been accepted, no further emails will be sent.

(5) The candidate who elects to accept the position will become a member of the bargaining unit and the individual's current rate will be red-circled at their regular rate of pay at the time of ratification.

**MEMORANDUM OF UNDERSTANDING #2
Company Provided Clothing**

All bargaining unit staff will be provided with a unique company uniform that will distinguish them from other non-bargaining unit employees of Protrans.

**LETTER OF UNDERSTANDING #1
Service/Seniority**

The parties hereby agree that the employees working for Protrans BC Operations Ltd. and previously working for SNC-Lavalin Transportation Group will be credited with their original hire date for purposes of calculating length of service, including seniority, under this Agreement.

Those employees and their original hire dates are as follows:

Derek Flann	May 12, 2008
Eric Winquist	May 12, 2008
Lee Waddell	May 12, 2008
Mario Llacuna	January 2, 2008
Jennifer Neufeld	November 19, 2007

**LETTER OF UNDERSTANDING #2
Safety Critical Positions – Fitness for Duty Interviews**

For safety critical positions a supervisor/manager or employer designate will meet with the employee to establish fitness for duty upon their return to work following an absence due to illness, injury or disability.

Safety critical positions in the bargaining unit:

Canada Line Attendant
Canada Line Attendant Team Leader
Guideway Technician
Guideway Team Leader
Control Room Operator
Communications Controller
Vehicle Technician
Vehicle Team Leader

Subject to agreement between the parties and confirming letter to the Union outlining the interview questions.

LETTER OF UNDERSTANDING #3
Station Attendants and Warranty Clerks

It is understood that for the purposes of start-up of the Canada Line operations, it was necessary to engage additional employees in order to ensure smooth and efficient operations. As a result, the Employer has hired approximately 21 employees as Station Attendants and two employees as Warranty Clerks. It is understood however, that the Station Attendant and Warranty Clerk positions will be eliminated by the Employer no later than August 11, 2013.

It is anticipated that the elimination of the positions will be accomplished through attrition and/or reassignment and all employees in those classifications are encouraged to apply for any available vacancies for which they are qualified prior to August 11, 2013. The parties recognize that it may become necessary to permanently lay off some of the employees in the station attendant and warranty clerk classifications. In those circumstances the employees laid off will have re-call rights but the bumping provisions of Article 13.1 will not apply. Employees will not be eligible for severance unless it is established that the employee has taken all reasonable steps to secure alternate employment through the job posting process.

LETTER OF UNDERSTANDING #4
Transit Passes

The Employer will seek the Agreement of Translink to the issuance of transit passes to all Canada Line employees who have completed the probationary period. It is understood that a decision about whether or not passes will be issued lies with Translink and is not within the Employer's control.

If Translink approves the issuance of transit passes to Canada Line employees as set out in paragraph 1 above, those passes will be issued on the terms and conditions established by Translink and must be surrendered by the employee upon termination of employment.