

COLLECTIVE AGREEMENT

Between



AND



Effective Date: January 1, 2013

Expiry Date: December 31, 2015

BRITISH COLUMBIA TRANSIT

(Hereinafter referred to as the “Employer”)

AND

C.U.P.E., LOCAL 4500

(Hereinafter referred to as the “Union”)

On this 24th day of May 2013, make and enter into this Collective Agreement which is effective January 1, 2013 and which expires December 31st, 2015.

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COLLECTIVE AGREEMENT

Between

BC Transit

(hereinafter referred to as the "Employer")

and

CUPE LOCAL 4500

(hereinafter referred to as the "Union")

PREAMBLE

1. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia.
2. Either Party may, at any time within four (4) months immediately preceding the expiry of the agreement, by written notice require the other Party to commence collective bargaining.
3. Letters of Understanding attached to this agreement are included in and form part of the agreement as long as each Letter is effective.
4. Where the singular is used in this Agreement, it shall also include the plural. Where the masculine is used, it shall include the feminine.
5. "Bargaining Unit" means members of CUPE Local 4500 employed by BC Transit and covered by the certification referred to in Article 1.02.
6. All references to "days" means calendar days, unless otherwise specified, and references to "years" means calendar years, unless otherwise specified.
7. In the event that the CUPE Local 4500 is succeeded by or becomes affiliated with another union, this Collective Agreement remains in full force and effect, until its expiry as provided in item 8 of this preamble.
8. Duration – Three (3) years, effective January 1, 2013 to December 31, 2015.

1.00 RECOGNITION

1.01 This Collective Agreement sets out the terms and conditions of employment for employees including remuneration, hours of work, benefits and general working conditions. Both parties recognize the benefit of maintaining a harmonious and professional working relationship.

The Parties acknowledge the common goal of providing safe, effective customer-focussed transportation solutions that link communities, businesses and lifestyles through the strength of our people and partners, and the improvement of CUPE Local 4500 members' individual effectiveness, productivity and job satisfaction in supporting this mission statement.

1.02 This agreement shall apply to and be binding upon all employees of BC Transit described in the certification issued to the Union on 10 May 1999, and as the same may be amended from time to time. The Parties may mutually agree to exclude certain employees described in the certification from the membership requirements and Union dues and assessment provisions contained in this agreement.

1.03 BC Transit recognizes CUPE Local 4500 as the sole and exclusive bargaining agent for all BC Transit employees to whom the certification issued by the Labour Relations Board on May 10 1999 (and as may be amended from time to time by the Board) applies.

BC Transit also recognizes the positions of President, Vice-President, Secretary and Treasurer as officers of the Union. BC Transit also recognizes CUPE LOCAL 4500 directors as authorized representatives of the Union. The Union will notify BC Transit of its officers and representatives in writing when changes occur and at least once per year.

1.04 The Employer retains the right to manage its business and direct its staff and to make, amend and enforce such policies, procedures and instructions providing they do not conflict with the terms of any written agreement between the Parties. In case of conflict, agreements between the Parties will supersede the Employer policies, procedures or instructions.

1.05 BARGAINING UNIT WORK

- (a)** Duties normally performed by employees within the bargaining unit will not be performed by non-bargaining unit employees except:
- (i)** as provided for in this agreement and/or in letters of understanding; or
 - (ii)** to overcome immediate short term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available; or
 - (iii)** for training purposes; or
 - (iv)** for vacation relief, sick leave replacement, meetings or leaves of absence where Holiday Block or Random employees do not normally perform such work or are unable to perform such work; or
 - (v)** for other circumstances mutually agreed by the Parties. It is understood that such agreement will not be unreasonably withheld; or

- (vi) where performance of bargaining unit work is a function of the non-bargaining unit employees' normal duties as set out in their job description or past practice.
- (b) It is further agreed that the performance of bargaining unit work by non-bargaining unit personnel will not directly result in either the lay-off, termination or downgrading of an existing employee under CUPE LOCAL 4500 jurisdiction or the elimination of a CUPE LOCAL 4500 position.

It is understood that nothing in the foregoing limits either Party's rights under the Labour Relations Code of B.C. or under any other provisions of this Collective Agreement.

1.06 TEMPORARY EMPLOYEES

- (a) Temporary employees may be used to fill temporary vacancies and temporary additions to staff within the scope of the bargaining unit where regular employees qualified to perform the work are not available.
- (b) Utilization of temporary employees shall not result in the displacement of regular employees, failure to recall regular employees on lay-off, or a reduction in regular full time bargaining unit positions.
- (c) Acting Transit Supervisors are temporary employees utilized in accordance with the provisions of this Collective Agreement.
- (d)
 - (i) BC Transit employees working in CUPE LOCAL 4500 jurisdiction on a temporary basis will continue to participate in their benefit plans for the duration of their appointments and shall be eligible for all provisions of the Collective Agreement except for the following: Seniority, Lay-off and Recall, Vacations, Benefit Plans, Sick Leave, Job Evaluation and Review, Leave of Absence, and Bus Pass.
 - (ii) Temporary employees hired from outside BC Transit shall be entitled to all provisions of the agreement in accordance with (a) above. These employees will receive six (6%) in lieu of vacation pay.
- (e) BC Transit agrees to notify CUPE LOCAL 4500 property representative of any new temporary additions to staff by email and meet with the CUPE LOCAL 4500 property representative to discuss the reasons for continuation of any temporary additions to staff expected to exceed one hundred twenty (120) days.
- (f) Employees from outside the Bargaining Unit temporarily working in any position within the Bargaining Unit of CUPE 4500 will pay the equivalent of dues to CUPE 4500, subject to the following:
 - i) Temporary employees will authorize the Employer to deduct the equivalent of CUPE Union dues, and the Employer will remit such dues to the Union.
 - ii) The equivalent of dues will be pro-rated to the number of hours the employee has worked temporarily in the CUPE job.

2.00 NO STRIKE/NO LOCKOUT

The Parties agree that strikes and lockouts as defined in the Labour Relations Code of British Columbia shall be considered a violation of the collective agreement, as long as this collective agreement remains in force.

3.00 GRIEVANCE PROCEDURE

3.01 DEFINITION

- (a) "Grievance" means any difference or dispute between the persons covered by this collective agreement concerning the interpretation, application, operation, or any alleged violation, of the collective agreement including the dismissal, discipline or suspension of any employee or any other dispute including whether the matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work and shall be settled in accordance with the procedures set out below.

3.02 UNION OR EMPLOYER GRIEVANCE

- (a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Senior Manager, Employee Relations or their designate(s) shall initiate such grievance by letter. Within seven (7) days of receipt of such letter by the other Party, the principals noted above or their designate(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance the matter may be submitted to grievance mediation as set out in Article 3.03(d). If the grievance is not submitted to grievance mediation it may be submitted to arbitration as set out in Stage III below.

3.03 EMPLOYEE GRIEVANCE(S)

Preamble

The Parties agree that all complaints and grievances should be settled as quickly as possible in accordance with the procedure set out in this article and in accordance with existing legislation. To that end, employees are encouraged to discuss any complaints, disputes or misunderstandings with their supervisor as soon as possible in an attempt to resolve the matter. An employee may have a Job Steward or Union Representative present at any discussion dealing with a complaint or grievance under this procedure. A complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

(a) Complaints

Should an employee have a complaint, the employee will meet with the immediate supervisor in an effort to resolve the complaint. Such a meeting will take place not later than twenty-one (21) days from the date the employee became aware of the event causing the complaint.

(b) Stage I

Should a complaint be unresolved, it may be submitted in writing by the employee or Union representative to the immediate supervisor. This must be done not later than twenty-one (21) days from the date the complaint was first discussed under the complaint procedure. The Parties shall meet and the supervisor shall provide a written answer within fourteen (14) days of such meeting.

(c) Stage II

A grievance not settled at stage I may be referred in writing by the employee or Union representative to the Employee Relations Department within twenty-eight (28) days of the receipt of the Employer's reply.

The Employee Relations Department will then arrange a meeting with the appropriate Senior Management personnel and the Union to investigate and attempt to resolve the grievance. The Employer shall give a written reply within twenty-one (21) days of the date of referral to stage II.

A grievance not settled at stage II may be referred to stage III in writing within twenty-eight (28) days of receipt of the Employer's reply.

(d) Grievance Mediation

Where, after exhausting the first two stages of the grievance procedure, a difference remains between the Parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an employee (other than discharge), or any other matters mutually agreed to by the Parties, including any question as to whether the matter is arbitrable, Mark Brown, Irene Holden, John McConchie will be appointed in rotation. A substitute may be agreed to by the Parties to:

- (i)** Investigate the difference.
- (ii)** Define the issue in the difference, and
- (iii)** Make an order in writing, with reasons, for final and binding settlement of the dispute within twenty (20) days of the date of his/her receipt of the request, or such extension of time as may be mutually agreed upon by the Parties.
- (iv)** Notwithstanding (iii), where the Parties have mutually agreed before the request is submitted, the arbitrator shall make written recommendations to resolve the difference within twenty (20) days of the date of his/her receipt of request. The time limits will be held in abeyance with respect to the grievance during these twenty (20) days.

As the process is intended to be non-legal, the Parties will present their own arguments.

All presentations are to be short and concise and are to include a comprehensive opening "statement". The Parties agree to make limited use of authorities and only those witnesses that are necessary during the presentation of their cases.

Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.

Compensation and expenses of the arbitrator will be borne equally by the Parties.

If both Parties agree, other matters may be referred to the grievance mediator for recommendations on how to resolve the dispute.

3.04 ARBITRATION (STAGE III)

Should no settlement be reached, the difference may be referred by the grieving Party to arbitration for final and conclusive settlement.

- (a) The matter in dispute may be heard by a single arbitrator agreed upon by the Parties. If the Parties cannot agree upon the arbitrator, the Director of the Labour Relations Board shall be requested to make the appointment pursuant to Section 86 of the Labour Relations Code of B.C. The decision of the arbitrator shall be final and binding on both Parties. Each Party shall pay: its own expenses and costs of arbitration, and one-half of the compensation and expenses of the arbitrator.
- (b) Where the Parties cannot agree that the matter be considered by a single arbitrator, then the matter in dispute shall be referred to an Arbitration Board. The Arbitration Board shall consist of three members. One member is to be appointed by the Union and one member by the Employer. The third member shall be the Chair and shall be appointed by the other two appointees, or, failing agreement by them within seven (7) working days, either Party may apply to the Director of the Labour Relations Board to make such appointment. The decision of the arbitrators, or any two of them made in writing, shall be final and binding on both Parties. Each Party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half of the compensation and expenses of the Chair of the Arbitration.
- (c) In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator. However, either Party may elect to submit a grievance to an Arbitration Board of three members in accordance with (b) above, in which case the other Party shall comply.

3.05 TIME LIMITS BINDING

Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not be reinstated. Failure to respond where required

by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

Time limits may be extended by mutual written consent of the Employer and the Union.

Mutual agreement to extend time limits will not be unreasonably withheld.

4.00 MEMBERSHIP

4.01 SECURITY

Except as provided elsewhere in this agreement, all employees referred to in article 1.02 shall become members of the Union within 15 days and shall remain members of the Union as a condition of continued employment in any job classification covered by the Union's certification.

Where additional employees are included in the bargaining unit by agreement of the Parties or pursuant to the Labour Code, any incumbents who do not wish to be members of the Union will be included on the basis of the "Rand Formula".

4.02 DUES DEDUCTION

BC Transit shall deduct from the pay of each employee referred to in 4.01 above the amount of any regular Union dues, initiation fees, and general assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be supplied by the Union and will be signed at the time of hire by each such employee.

4.03 INDEMNIFICATION

In consideration of the deducting and forwarding of Union dues by BC Transit, the Union will indemnify and save BC Transit harmless against any claim or liability arising out of or resulting from the operation of clause 4.02.

4.04 NEW JOBS

BC Transit agrees to notify the Union when new Exempt or CUPE LOCAL 4500 positions are created.

4.05 MEMBERSHIP

The Employer will copy the Property Representative and CUPE local 4500 President on all correspondence to Employees concerning discipline and attendance management.

5.00 UNION DUES

5.01 AUTHORIZATION FORM

The authorization form shall contain, in substance the following:

To: _____

I hereby authorize you to deduct from my wages and to pay to CUPE Local 4500, the initiation fees of \$ and dues of % of wages deducted monthly or such amounts of dues amended from time to time by the Union on all members employed by you.

Date: _____ Employee: _____

The Employer shall deduct dues through payroll deduction pursuant to Article 4.02, only for those who are members of the Union as defined in Article 1.02 and who have given authorization as provided in this Article.

5.02 MEMBERSHIP LIST

The Employer agrees to provide a list of dues-paying members every month at the time dues are remitted.

6.00 LABOUR-MANAGEMENT COMMITTEE

6.01 MEMBERSHIP

A Joint Employer/Union Committee, to be known as the Labour Management Committee shall be composed of two (2) members, one Employer and one Union member to be appointed by the respective Parties. The committee may be augmented as necessary. This committee shall meet as and when required.

6.02 PURPOSE

The purpose of the committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy and workplace related legislation, to foster the development of work related skills and to promote workplace productivity.

Topics appropriate for review by the Committee include:

- (a) the creation of new jobs in the bargaining unit; and
- (b) any changes to the role of Transit Supervisors in the Victoria Regional Transit System.

6.03 Issues relating to grievances and collective bargaining will not be matters for discussion at Labour Management Committee meetings.

6.04 Notwithstanding 6.03 above, where the Parties mutually agree, the Labour Management Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. However, the Labour Management Committee does not have the authority to supersede grievances and that either Party may decline to discuss issues which may be considered to be subjects for Collective Bargaining. The committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.00 SENIORITY

7.01 SENIORITY DEFINED

- (a) Overall seniority is defined as the continuous length of service within the bargaining unit.
- (b) Classification seniority is defined as the continuous length of service within a job classification.
- (c) Continuous service includes approved leaves of absence, vacations, holidays, union leave, illness, injury, Worksafe BC claims or the recall period during lay-off unless the specific provisions provide otherwise.

7.02 SENIORITY AND TEMPORARY PROMOTIONS

Employees temporarily promoted out of the bargaining unit shall retain overall and classification seniority for a cumulative period of **six (6) months** within a **rolling** twelve (12) consecutive months. Extensions may be granted by mutual agreement between the Union and the Employer for sick replacements, maternity and parental leave replacement and other leaves.

7.03 SENIORITY AND PERMANENT PROMOTIONS

Employees permanently promoted out of the bargaining unit shall retain overall and classification seniority for a period of three (3) consecutive calendar months. If such employee does not return to a position within the bargaining unit during such period, they shall cease to retain any seniority rights pursuant to this Collective Agreement.

7.04 RETENTION OF SENIORITY DURING TEMPORARY OR PERMANENT PROMOTIONS OUT OF THE BARGAINING UNIT

The retention of seniority during temporary or permanent promotions pursuant to Article 7.02 and 7.03 is conditional on the continued payment of union dues.

7.05 LOSS OF SENIORITY

Employees shall only lose their seniority for the following reasons:

- (a) It is specifically provided for in the Collective Agreement;
- (b) The employee voluntarily leaves the service of the Employer;
- (c) The employee is discharged for just cause;
- (d) The employee accepts a promotion or transfer out of the bargaining unit as provided with 7.04;
- (e) After a lay-off, the employee fails to report for work or to notify the employer with a reasonable excuse for not reporting within five (5) working days of notice of recall;
- (f) The employee is laid off for a continuous period exceeding twenty four (24) months;
- (g) The employee refuses recall.

8.00 EXEMPT BENEFIT PLAN (E.B.P.)

The administration of the E.B.P. is subject to the Policies and Procedures as set out by the Employer.

These Policies and Procedures will not alter the Benefit Plan as set out in this Article.

8.01 The Exempt Benefit Plan for employees shall be equivalent to 6.5% of an employee's basic salary.

Designation of the total percentage of the benefit to the plan chosen must be made by the end of September each year. The designation is irrevocable and will continue for 26 pay periods starting in January of the following year.

8.02 An employee may choose one or a combination of the following benefits, to the extent of earned E.B.P. entitlements.

(a) Direct Monetary Payment

An employee may elect to receive a cash pay-out on a pay period basis of all or part of the E.B.P. benefit.

(b) Time Bank

(i) An employee may elect to transfer all or part of the E.B.P. benefit earned into a Time Bank which shall have a maximum accumulation of fifteen (15) days.

(ii) The purpose of the Time Bank is to enable the employee to take a leave of absence from work with pay. The scheduling of such time off is subject to departmental requirements.

If a Transit Supervisor selects time off he may be scheduled off for time that he has not earned.

The E.B.P. will be administered in conjunction with the biweekly payroll system. Selected options, e.g. time off or cash, will be recorded or paid on each pay.

8.03 The E.B.P. will be administered in conjunction with the biweekly payroll system. Selected options, eg. time off or cash, will be recorded or paid on each day.

9.00 WORKING HOURS

9.01 The hours of work of all employees except those otherwise specifically mentioned in this Agreement, shall be as stated in the following Articles.

9.02 Seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours shall constitute a normal work week consisting of five (5) consecutive days of work followed by two (2) consecutive days off. The exceptions are holiday block employees and all employees at the time of shift changes, transfers, promotions and rotation between positions and shifts.

9.03 STANDARD WORKING HOURS VARIATIONS

Variations to standard working hours as per current local practice, including flex time arrangements **and an increase up to forty (40) hours may be permitted when the employer and union agree to the variation** and will be signed off in a Letter of Understanding.

10.00 SHIFT WORK

10.01 WORK ON SUNDAYS AND STATUTORY HOLIDAYS

Shift workers shall receive time and one-half for work performed on Sundays and Statutory Holidays.

Shift workers will be paid at double time for all hours worked on Christmas Day.

10.02 SHIFT ALLOWANCE

For the purposes of calculation of shift premium, the day shift is defined as 08:00 to 16:00. Shift workers will be paid a shift premium of \$1.92 per hour for all hours worked on a specific shift that falls outside of the day shift.

10.03 Split shifts are to be treated the same as straight shifts for the purpose of computing Shift Differential.

11.00 SALARIES AND SCALES

11.01 SALARIES

Employees who, on the date of ratification, are above the Maximum of the salary ranges in effect at this time will have their salaries "red-circled", and will not be eligible for any further salary increases, economic or merit based, until such time as the Maximum of their salary range equals or exceeds their salary.

11.02 SALARY SCALES

11.02.1 Job Grades will be established in accordance with the Employer's Job Evaluation Plan, unless otherwise amended in collective bargaining.

11.02.2 The salary scales applicable to these job grades shall be as shown in the following schedule, and are constructed as follows:

(a) Scale Differentials:

Grades 1-10	9.0% differential
Grades 10-12	7.5% differential

(b) Range Widths (Grades 1-12)

Minimum is 80% of Maximum
100% is the Maximum

11.02.3 Biweekly rates are computed on the basis of forty-six percent (46%) of monthly rates. For conversion purposes, hourly rates of pay are determined by dividing biweekly rates by 75 hours.

11.03 SALARY ADMINISTRATION

- (a)** Salary advances within the ranges may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's Employee Relations representatives.
- (b)** Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c)** Salary progression within range will be annual on the anniversary of the employee's appointment to his/her position. Such increases are exclusive of economic increases.
- (d)** Newly appointed and promoted employees are eligible for progression increase after six (6) months. All future progression increases to maximum will be at twelve month intervals from the date of appointment or promotion.

- (e) Progression increases will be 3.7%. However, a salary below the maximum of its range will not move above the maximum as a result of a progression increase.
- (f) Employees will not become eligible for progression increases during all unpaid leaves of absence in excess of three (3) months, except maternity leave. Upon return to work, the eligibility date for progression increases for such employees will be adjusted accordingly.
- (g) An employee will not become eligible for progression increases while he/she is on sick leave. Upon return to work, the employee will be eligible for a progression increase on the same date he or she would have normally become eligible and had he/she not been absent for sickness.
- (h) A Transit Supervisor's salary shall always be maintained at a minimum of 5% above the base rate of pay for a Transit Operator. For the purpose of this clause, base rate does not include any premiums and/or allowances.

11.04 Should an employee be promoted to a higher level position he/she will be paid a premium of five percent (5%) of his/her basic hourly rate for each pay grade the temporary position occupies above their regular position, to a maximum of two (2) pay grades. Such increases will not exceed the maximum of the salary grade of the higher level position.

Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days. (For example: if a person is promoted for one (1) day, no increase is applicable; if a person is promoted for three (3) consecutive days, the increase will be applicable for all three (3) days.) Any entitlement for temporary salary increase will not be paid for partial working days.

11.05 In the event of an employee's termination, the Employer will recover any monies paid out as a result of an employee taking days off that he has not already earned.

11.06 ANNUAL SALARY SCALE

Effective January 1, 2010

Grade	Minimum	Maximum
1	30,714	38,396
2	33,481	41,847
3	36,495	45,617
4	39,779	49,723
5	43,361	54,203
6	47,260	59,073
7	51,519	64,394
8	56,151	70,187
9	61,205	76,509
10	66,712	83,391
11	71,717	89,646
12	77,096	96,372

12.00 OVERTIME AND TRAVEL TIME COMPENSATION

12.01 Overtime will be kept to a minimum, must be authorized in advance (except in abnormal or emergency circumstances) and must be subsequently approved by line management.

12.02 OVERTIME

(a) Overtime will be paid at 1.5 times the employee's straight-time rate for all time worked in excess of the regular scheduled hours, up to a maximum of one hour. Where overtime worked in any one (1) day exceeds one (1) hour, the time worked in excess of one (1) hour shall be paid for at double time the employee's straight-time rate. All authorized overtime on a scheduled day off shall be paid for at 1.5 times the employee's straight time rate for the first hour and double time for all additional time. All time worked on Employer-observed holidays and annual vacations shall be at overtime rates plus regular salary. By mutual consent compensation may be time off in lieu of pay, but such time off must be taken at a time mutually agreed between the employee and his supervisor.

An employee who is required by the Employer to work through his unpaid ½ hour lunch break will be paid at the rate of 2 times his regular rate of pay.

(b) At no time will time off banked under this agreement exceed seventy-five (75) hours.

(c) All overtime worked between the hours of 00:00 and the employee's normal starting time shall be paid for at 2 times the employee's straight-time rate.

(d) The current practices regarding shift changeover are not overtime and do not attract payment.

12.03 MEAL BREAKS AND MEAL ALLOWANCES

(a) A one half (½) hour unpaid meal break will be allowed where employees are required to work less than two (2) hours beyond their scheduled shift.

(b) A one half (½) hour paid meal break will be allowed where employees are required to work two (2) hours or more beyond the end of their scheduled shift.

(c) A second one half (½) hour paid meal break will be allowed where employees are required to work six (6) hours or more past the end of their regularly scheduled shift.

(d) For each subsequent four (4) hours worked, an additional one half (½) hour meal break will be allowed.

(e) Where in (b), (c) and (d) above, paid meal breaks are allowed, the Employer will also provide employees with a meal allowance of \$11.00 per meal break.

(f) The paid or unpaid meal breaks will be taken at times mutually agreed between the employees and their supervisor.

(g) For the purposes of (a) to (d), hours worked will not include any half hour meal breaks taken.

12.04 MEAL BREAKS ON CALL-OUTS

Where an employee is called out and works four (4) hours overtime, an employee will be paid for a one half (½) hour meal period at the prevailing overtime rates and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred.

12.05 Where work is pre-scheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for a meal break if taken. When work extends beyond seven and one-half (7½) hours under this Article the provisions of 12.03 shall apply.

12.06 Overtime will not be paid for employees travelling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

12.07 An employee directed to report to a temporary headquarters at the commencement of a working day shall be compensated for any additional travel time and expenses should the distance in road kilometres from his home to the temporary headquarters be greater than the distance in road kilometres from his home to his regular headquarters. Time spent in additional travel shall be paid as time worked.

12.08 Jury Duty and Witness Pay

Employees required to attend Court on their regularly scheduled days off and at the Employer's request, will be compensated for all hours in attendance at straight time hourly rates.

In addition employees will be compensated for travel time involved at straight time hourly rates.

(a) Jury Duty

When employees are required to be absent from their regularly scheduled work to report for jury duty, as prescribed by applicable law, the Employer shall pay them the difference between the compensation paid to them by the court, excluding travel expenses, if any, at their regular day work rate for the straight-time hours they otherwise would have worked. In addition, employees required to be absent from their regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost. In order to receive such payments, an Employee must give the Employer prior notice that they have been summoned for jury duty, must furnish satisfactory evidence that they reported for or performed the jury duty for which they claim payments, and must report back to work promptly after being released or excused by the court. Duties under this Article which extend beyond one (1) week will necessitate a review of the employee's days off to assure some period of rest.

(b) Witness Pay

Employees compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, or who are subpoenaed to appear for and by the Crown as a witness for events witnessed as a BC Transit employee, will be reimbursed by the Employer for their regularly scheduled hours of work necessarily lost, at their regular straight time hourly rate of pay. Any fees received by the employee for duties referred to in this Article shall be turned over to the Employer, excepting those received by the employee while on days off, Annual Vacation, or Statutory Holidays. Employees attending an inquest or court on an Employer requested or procured subpoena will be reimbursed for expenses in accordance with BC Transit policy when away from home. Duties under this Article which extend beyond one (1) week will necessitate a review of the employee's days off to assure some period of rest. Employees must report to work promptly after being released or excused by the courts.

In accordance with the above, employees serving as a witness during periods of scheduled days off or vacation and such time off will be rescheduled.

(c) Where attendance under Articles 12.08(a) and 12.08(b) is required while the employee is on Annual Vacation, or when the employee has scheduled time off as a result of banked statutory holidays, such employee will be allowed such time to be rescheduled provided:

- (i) any fees received for such attendance are turned over to the Employer; and
- (ii) such time will be rescheduled.

12.09 CALL-IN ON A DAY-OFF

If an employee is called into work on his/her regular day off, he/she will be paid at overtime rates for a minimum of two (2) hours.

13.00 PREMIUM PAYMENTS

13.01 STANDBY

Standby shall be defined as a requirement that a person make himself readily available for telephone or radio consultation for a definite period of time outside normal working hours. This will include organizing others to correct abnormal situations. The person would also be available for call-outs as determined by local conditions.

A person scheduled for standby duty, whether or not he carries a portable radio or pager, will receive two (2) hours pay at straight-time for any 24-hour period, commencing at 08:00 on a day in which he works on a regular shift. When a regular shift is not worked in the 24-hour period, four (4) hours at straight-time will be paid.

13.02 ON-CALL

A person on-call either required by his job or by personal commitment to his job, need not make special arrangements to make himself available as required for standby.

13.03 CALL-OUT

Call-out shall be defined as responding to a need for work outside normal working hours and requiring the employee's presence at his normal headquarters or other work-site.

An employee will be paid for call-outs at the overtime rates provided in Article 12. An employee designated as being on standby will receive overtime pay for call-outs in addition to standby pay.

A call-out shall be the total time away from home or temporary residence. If the call-out is followed immediately by a regular shift, payment will be made up to the start of that shift.

Employees are entitled to an 8 hour break without loss of pay following a call out.

In emergency situations involving potential hazard to life or property, employees called out will receive a minimum call-out payment of two (2) hours at overtime rates. The total payment for multiple call-outs will not exceed the total overtime which would have been payable had the employee worked continuously from the beginning of the first to the end of the last call-out.

13.04 TELEPHONE CONSULTATION

Telephone consultation shall be defined as a telephone call to an employee to correct a situation outside normal working hours.

Telephone consultations outside normal working hours will be paid at the overtime rates provided in Article 12. The basic intent, however, is not to claim payment unless the consultations make excessive or unreasonable demands on the employee's private life.

14.00 VACATIONS

Vacation periods and leaves of absence shall not conflict with essential departmental requirements. The general intent is that vacations should be taken at times mutually agreeable to the Employer and the employee. Recognizing, however, that circumstances may arise in which the employer finds it necessary to direct that an employee take vacations, such direction shall not be given without reasonable notice and due consideration.

14.01 YEAR-OF-HIRE VACATION ENTITLEMENT

An employee who enters service between 1 January and 31 May inclusive and who completes six (6) months' continuous service in the calendar year of hire, shall be entitled to five (5) days' vacation with pay which shall be taken in that calendar year. If such an employee terminates service, before arriving at his fourth anniversary, his year-of-hire pay will be deducted when computing his final vacation pay.

14.02 ANNUAL VACATION ENTITLEMENTS

An employee shall earn his annual vacation entitlement for any calendar year only when he reaches his anniversary, although he may take his annual vacation any time during the calendar year. Annual vacation entitlements with pay shall be as follows:

(a) Employees who terminate prior to their first anniversary date shall receive vacation pay at the rate of 4% of gross earnings less any pay actually received for vacation taken.

(b) Vacation Entitlements

In the calendar year of:

1st - 4th anniversary	3 weeks
5th - 10th anniversary	4 weeks
11th - 22nd anniversary	5 weeks
23rd and later anniversary	6 weeks

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth (25th) anniversary occurs, until a total of thirty-five (35) vacation days has been reached. For employees entitled to more than 30 days of vacation the additional days in excess of thirty (30) days may be taken as random, subject to departmental requirements.

14.03 PAST SERVICE CREDITS

Employees of BC Transit with past service credits as of January 1, 2011 will have those past service credits honoured. Employees hired after January 1, 2011 will have service credits with BC Transit only.

14.04 BROKEN VACATIONS

Employees may take their vacations in broken periods, subject to the approval of the Department Manager. The responsibility to provide service at all times is the principal guide. No vacation may be less than one (1) day.

14.05 BANKING VACATIONS

(a) Employees with three (3) weeks vacation entitlement and five (5) or more years of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.

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

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

(d) An employee shall be permitted no more than the following banked vacation at any one time.

- four (4) weeks vacation entitlement - twelve (12) weeks

- five (5) weeks or more vacation entitlement - (15) weeks

14.06 STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE

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

14.07 RELIEVING ON HIGHER-GROUPED JOBS

If employees are relieving on a higher-group job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if employees are required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary assignment, and must therefore take their annual vacation at some other less convenient time, they shall be paid the higher rate for their displaced vacation period.

14.08 PRORATION OF ANNUAL VACATION ENTITLEMENT

- (a) In any case where an accumulation of absences due to sick leave, income continuance, or Worksafe BC injury exceeds six (6) calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by 1/6 for each full month of absence in excess of six (6) months.
- (b) Where an accumulation of absences other than sick leave, income continuance, Worksafe BC and annual vacation exceeds three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of three (3) months.

14.09 PAYMENT OF VACATIONS

- (a) (i) Current vacation will be paid based upon the greater of either:

- a) an employee's rate of pay at the time the vacation is taken, or
- b) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (a) or percentage (b) calculations above. This adjustment (A/V differential) will be paid to all affected employees in one payment at the end of the payroll year.

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any a/v differential over and above that already paid in the year that the vacation was earned.

- (b) Employees hired by B.C. Hydro and Power Authority in 1972 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date. If such employees terminate service before arriving at their 4th anniversary of last entering service, their year-of-hire vacation pay will be deducted when computing their final vacation pay.
- (c) The personnel records of those employees described in paragraph 14.09 (b) will have a memo attached to indicate that the procedure described above should be used on termination.

15.00 LAYOFF AND RECALL

15.01 If a reduction of regular employees is necessary, the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying lay-off to any regular employee shall be last hired in, first laid off based on bargaining unit seniority. The person(s) laid off will be the person(s) with the least overall seniority in the classification affected.

Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.

15.02 BC Transit will endeavour to place regular employees displaced through a reduction of positions in a classification in other vacant positions within the Employer for which in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree. In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job is made available to an employee, the employee shall not have any transfer rights under this Article.

15.03 A regular employee who is subject to layoff, and not eligible for placement under 15.02 above, may elect, within five (5) working days, one of the following:

- transfer (if eligible), or
- severance, or
- recall

15.04 TRANSFER

An employee may exercise his/her transfer rights on the following basis:

(a) to displace:

- (i) the most junior employee with less overall seniority in a job which the employee subject to lay-off held as a regular employee, or
- (ii) transfer is also allowed to the most junior position in an equal or lower group that the displaced employee has not previously held but which the employee is qualified, or in the opinion of the Employer will be qualified within a reasonable

period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree.

- (b) Regular employees who are displaced under the foregoing provisions may, in turn, exercise their seniority to transfer to other positions in the CUPE LOCAL 4500 jurisdiction in accordance with the above.

15.05

- (a) An employee affected by a reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond the maximum he/she will be reduced to the maximum of the lower group.
- (b) An employee affected by a reduction in staff who assumes a lower group job under the terms of this section, and who has less than one (1) year's service in the higher group job will assume the salary which he/she would have attained had he/she moved directly to the lower group job on the same date that he/she moved to the higher group job.

15.06 SEVERANCE PAY

Any regular employee who has received written notice of lay-off and who does not or is unable to elect transfer rights under Section 15.04 will be laid off. A laid-off employee may choose one of the following:

(a) Terminate and accept severance pay as follows:

- 6 consecutive months of service - 2 weeks' regular earnings
- 3 consecutive years of service - 3 weeks' regular earnings
- thereafter - one week's pay for each additional year of service

(b) Recall rights for a period of twenty-four (24) consecutive months as follows:

- (i)** Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Employer provided the individual reaffirms his/her availability at three month intervals with the Human Resources Department.
- (ii)** New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (iii)** Should there not be any employee on the recall list eligible for recall under (i) and (ii) above, the Employer may hire from outside the bargaining unit.
- (iv)** Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (v)** Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 15.06(ii). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.
- (vi)** An employee on lay-off who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he was laid off at the same headquarters shall have his name removed from the recall list.

- (vii) Employees on lay-off will keep the Employer informed of their current address for recall. Should an employee change his address during the period of lay-off, he will inform the Employer of such change by registered mail.

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

16.00 NEW PROCEDURES AND TECHNOLOGICAL CHANGE

16.01 The Employer will provide the Union with as much notice as possible but not less than sixty (60) days prior to introducing automation, new equipment, or new methods or procedures, which will result in the displacement or down-grouping of a significant number of regular employees.

16.02 After notice has been given, the Employer and the Union will meet to discuss the scope of the automation, the new equipment, methods or procedures and their effect on employees.

16.03 Regular employees whose jobs become redundant due to automation, new equipment or new procedures shall be eligible for the following:

- (a) The opportunity to remain in their current department; provided there are positions available and the employee is qualified or will be qualified within a training period not to exceed thirty (30) days or such longer period as may mutually be agreed.
- (b) The opportunity to move to a vacant position if available within the Employer for which the employee is qualified or will be qualified within a period not to exceed thirty (30) days or such longer period as may mutually be agreed. Employees who are placed in a lower level position shall have their salaries red circled.
- (c) Lay-off or severance pay in accordance with the provisions of Article 15.

The Parties' rights under Section 54 of the Labour Relations Code of B.C. are not restricted by this clause.

17.00 BENEFIT PLANS

17.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

- (a) All employees, except part-time temporary and those hired for temporary vacation relief, shall be eligible for coverage provided by the Medical Services Plan of British Columbia.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include Eyeglass Coverage, and Laser Eye Surgery (\$600 per person in a 24 month period). **Annual vision eye exams shall be covered 100% of the cost of the exam every twenty-four (24) months for adults and every twelve (12) months for dependents (effective July 1, 2013).** The Hearing Aid Coverage is \$500.00 reimbursement per ear hearing aid every five (5) years). PSA blood tests for employees 40 years and older will be covered. There is a **\$1,000,000** lifetime maximum on all costs **per person (effective July 1, 2013).**

- (c) Eligible new employees are covered in both plans effective on the first day of the calendar month next following date of employment except when date of employment is the first day of the month, or first normal working day in the month, when coverage is immediate. Premiums for both plans shall be 100% paid by the Employer. Participation in the plans is a condition of employment for all new employees described above, except that employees covered by equivalent medical plans elsewhere may elect not to be covered by the Employer plans.
- (d) The Employer shall pay premiums on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.
- (e) Members who retire from the Employer's service on pension and who have completed ten (10) years of service with the Employer and its predecessors may continue to be covered under the above Plans with the Employer through the plan provided by the BC Pension Corporation.
- (f) **The employer will pay the cost of mandatory medical examinations for employees who are required to hold valid Class 1, 2, 3, or 4 drivers license necessary to perform their job.**

17.02 GROUP LIFE INSURANCE

- (a) Premiums will be paid 100% by the Employer. Except for part-time temporary employees enrolment is compulsory for all employees after three (3) months continuous service. Employees who retire from service after at least ten (10) years service with the Employer and its predecessors will continue with Group Life Insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect on the last day of employment. It will reduce annually thereafter on each retirement anniversary by 10% of the amount in effect on the last day of employment until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime.
- (b) Group Life Insurance coverage for employees covered by this Agreement will be adjusted whenever such an employee's salary changes based on two (2) times that employee's regular annual earnings as determined in the pay period in which implementation of the new coverage takes place. Such coverage will be effective on the first day of the month following the employee's change in salary.
- (c) Optional Group Life Insurance will be available, at employee cost, in units of \$10,000 up to a maximum of \$150,000 per employee.

Coverage under the Optional Group Life Insurance Plan will be subject to the terms and conditions of the underwriting contract established with the insurance company.

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

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

(iii) all applications for spousal coverage.

17.03 DENTAL PLAN

All regular employees shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to Plan A (90% of co-insurance) and Plan B (75% of co-insurance) (**effective July 1st, 2013**), and Plan C (50% of co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. No changes to the existing Dental Plan will be made without mutual agreement of the Parties.

Enrolment in such plans shall be a condition of employment for all new regular employees commencing on the first day of the month next following two (2) full calendar months of employment, except that an employee with equivalent coverage in a dental plan elsewhere may elect not to be covered by the Employer plan. The premiums for such plans shall be paid 100% by the Employer.

17.04 LEAVE OF ABSENCE

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

17.05 TRAVEL ACCIDENT INSURANCE

The Employer shall provide members of the Union with travel accident insurance of \$150,000. The full premium shall be paid by the Employer.

17.06 INCOME CONTINUANCE PLAN

Premium costs will be paid 100% by the employees. Except for part-time temporary employees and those hired for temporary vacation relief, enrolment in the plan is compulsory for all new employees after three (3) months continuous service. The Plan pays benefits at 50% of the employee's basic earnings in payment at the onset of disability through sickness or accident except that the first thirty (30) days of disability are covered by available sick leave credits. Premiums are subject to annual adjustment based on the plan's experience. (See Article 18.)

18.00 INCOME CONTINUANCE PLAN

The Parties to this Agreement will continue with the Income Continuance Plan already in force.

18.01 SICK LEAVE, INCOME CONTINUANCE AND WORKERS' COMPENSATION

For the purposes of this article all references to "days" mean "working days"; references to "years" mean "calendar years".

Sick Leave

(a) Past Service Credits

For the purposes of qualifying for sick leave, past service credits as established for each employee on 1 June 1985, will apply.

(b) Current Sick Leave Allowances

All eligible employees who incur an injury or illness are entitled to and shall receive paid sick leave except when such an injury or illness is covered and compensated by Worksafe BC. The employee shall report the injury or illness which required his absence to his supervisor as soon as reasonably possible.

- (i) In the first calendar year as follows: five (5) days commencing at the date of hire.
- (ii) On January 1 in the calendar year in which the first service anniversary occurs the employee shall have an entitlement of ten (10) days.
- (iii) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

(c) Sick Leave Extending into the New Year

Where an absence due to illness or injury extends into a new calendar year, the employee will exhaust his previous years sick leave balance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1 of that year as determined by his length of service.

(d) Sick Leave Benefits on Termination

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

18.02 INCOME CONTINUANCE BENEFITS

(a) Sick Leave Supplement to Income Continuance Benefits

Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.

(b) Advance Payments of Income Continuance Benefits

The Employer will advance income continuance payments equal to 50% of basic pay on regular pay days during the first month of a claim. These advances shall be refunded to the Employer by employees at the conclusion of their illness or earlier, at the employees' option.

- (c) The Employer will continue to pay 100% of employees' benefits coverage while they are on income continuance.

18.03 WORKSAFE BC

(a) Worksafe BC Advance

Employees on Worksafe BC claims will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the CUPE LOCAL 4500 jurisdiction) times their hourly rate times seventy-five percent (75%) for each full day the employees are off

on Worksafe BC claims. The advance will be paid on their regular pay cheques. If Worksafe BC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from Worksafe BC will be paid directly to the Employer.

An employee whose Worksafe BC claim is denied, even if the claim is being appealed, will cease receiving advances.

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of this agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the benefits, the difference will be recovered from the employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100 per payment. If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. The Employer and the Union will meet to discuss alternate payment arrangements where this causes extreme economic hardship.

Upon termination of employment any outstanding Worksafe BC advance will be recovered from the employee's final pay.

(b) Worksafe BC Supplement

Employees on a Worksafe BC claim will have Worksafe BC payments supplemented by the Employer, so that the employee will receive a total amount equal to his straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of his bi-weekly regular deductions for each day the employee receives compensation from Worksafe BC. The supplement shall be payable no later than the pay day for the pay period following receipt of compensation.

18.04 MEDICAL CERTIFICATE

- (a)** If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form may be required by the Employee's supervisor. Employees involved in frequent short-term absences (more than four (4) per calendar year) may be required to undergo a medical examination by a doctor appointed by the Employer or by their own doctor (at the employee's option). In the latter event employees shall arrange that their doctor furnish a report of the examination results to the Employer's Employee Relations Department. Employees on leave of absence for sickness must continue to be available in the vicinity of their work area unless a medical certificate has been furnished to provide otherwise.
- (b)** If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employee Relations Department may require such an examination.
- (c)** In cases of excessive absenteeism, or where an employee's absence pattern warrants additional medical information, the Employer may require an employee to undergo a medical examination by a doctor of the employee's choice, who is acceptable to the Employer.

In the administration of this clause, the employee or the employee's doctor will submit the name of their doctor of choice to the Employer for approval. If the Employer is not satisfied with the

employee's choice, the Employer will provide a list of three (3) doctors that it considers acceptable, and the employee may choose from that list.

In the event that the employee considers all three (3) doctors unacceptable, the Employer will provide an additional list of three (3) doctors from which the employee shall choose.

The Employer will pay the doctor's charges levied for the completion of this report.

18.05 SEVERANCE PAY FOR HEALTH CONDITIONS

Employees with health problems will be considered for severance pay providing the employee is not receiving income continuance benefits.

18.06 MEDICAL AND DENTAL APPOINTMENTS

Employees who go for medical and dental appointments will not have any such leave deducted from their sick leave or their pay for periods of two (2) hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay (if paid sick leave is exhausted) except that supervisors at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.

19.00 TRANSFERS AND PROMOTIONS

19.01 POSITION VACANCIES

All notices of vacancies for positions which fall within the scope of this Collective Agreement will be posted on Employer notice boards, showing the job group rating and other pertinent details, for a minimum of five (5) working days in order to give employees an opportunity to apply. The Union shall receive copies of all applicable job postings.

19.02 Promotions within a department, either to a higher level of a multi-level job or where an identifiable promotion planning or developmental system exists, may occur without a job posting.

19.03 With the agreement of the Union the requirement to post a vacancy may be waived to permit interdepartmental transfers, promotions within a division, hiring into entry level positions and hiring of external applicants.

19.04 External advertising of vacancies which are required to be posted shall not be made prior to the posting of the internal vacancy. In such cases the Employer will consider all internal applicants for the position.

19.05 The Employer shall acknowledge receipt of each application and the applicants for each vacancy shall be advised of the name of the successful applicant.

19.06 The Employer shall retain the exclusive right to make final selections.

19.07 Notwithstanding the Employer's right of selection, any unsuccessful applicant who is a member of the Union may enquire as to the reasons why they were not selected for the posted vacancy. Such enquiry shall be directed within ten (10) working days of notice of selection, to the selecting supervisor or the Human Resources Manager requesting an

interview to determine the reasons why they were not selected. Such interview shall be held within five (5) working days of the request and shall preferably be held in person. Where, because of distance or other problems, a personal interview is not practical, a discussion by telephone will be sufficient.

The purpose of this interview shall be to advise unsuccessful candidates regarding areas in which they should upgrade their qualifications for promotion.

20.00 LEAVE OF ABSENCE

20.01 GENERAL LEAVE OF ABSENCE

Subject to operational requirements, the employer may grant a leave of absence without pay upon written request by an employee.

20.02 LEAVE OF ABSENCE ON UNION BUSINESS

Insofar as the regular operation of their respective departments will permit, officers of the Union will be granted up to one (1) day per month leave of absence without pay for attendance at meetings of the Executive of the Union. The Employer will pay their regular salaries for the day and charge the amount back to the Union.

The Union will provide the Employer with an updated list of Executive Officers and their alternates, including their work location and all such representatives of the Union will ensure that they obtain appropriate clearance for their absence.

20.03

- (a)** Where representatives of the Union and/or witnesses, in the Employer's employ, are carrying out duties in respect to investigating complaints, resolving grievances, answering questions regarding the Union's newsletter or similar activities, for one (1) day or less, whether in their general work area or outside their general work area and involving travel, or where representatives of the Union are attending meetings of the Labour Management Committee, the Employer will not charge the Union for their salaries.
- (b)** Where representatives of the Union are attending meetings of the Labour Management Committee which involve travel, the Employer will pay their travel expenses.
- (c)** Policy regarding payment of salary, travel expenses, accommodation, meals, fees, etc. for representatives of the Union attending conferences, seminars, training programs, etc. will be determined on an ad hoc basis by the appropriate Vice-President or General Manager.
- (d)** For its representatives carrying out duties in respect to negotiations, arbitration, etc. and for all other activities of its representatives not specifically covered in 20.02 (a), (b) and (c) above, the Union will pay the applicable expenses for travel, accommodation, meals, fees, etc.; the Employer will pay their regular salaries and charge the amount back to the Union. The Union **will** remit payment in full of outstanding amounts within thirty (30) days of being billed by BC Transit. Failure to make payment within thirty (30) days will result in the Employer recovering such amounts from the monthly CUPE LOCAL 4500 membership dues.

- (e) Employees who are acting as full-time officers or representatives of the Union will be placed on leave of absence without pay, with the time involved considered as service with the Employer. The leave of absence will be reviewed every two (2) years. Benefits coverage will be as per Article 17.05.

20.04 BEREAVEMENT LEAVE

- (a) Bereavement leave of absence of up to five (5) working days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to 22.5 hours for such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.
- (c) Where the length of the leave of absence is disputed, it shall be immediately discussed with the employee's Manager. In the event the dispute is not resolved at the Division, the Manager shall forthwith submit the dispute to the Labour Relations Department for final resolution in consultation with the President of the employee's Local Union.

20.05 MATERNITY LEAVE

- 1) Subject to 20.04.4, a pregnant employee will be granted a leave of absence without pay for a continuous period of up to 17 weeks
 - (a) beginning
 - (i) no earlier than 11 weeks before the expected birth date and
 - (ii) no later than the date of the actual birth; and
 - (b) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date.
- 2) Subject to 20.04.4, an employee who requests a leave after the birth of a child or the termination of a pregnancy will be granted a leave of absence without pay of up to 6 consecutive weeks beginning on the date of the birth or the termination of the pregnancy.
- 3) Subject to 20.04.4, an employee will be granted up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of her pregnancy, she is unable to return to work when her leave pursuant to 20.04.1 or 20.04.2 ends.
- 4) A request for leave under this section must

- (a) be given in writing, and
- (b) if the request is made during the pregnancy, must be given not less than 4 weeks before the day the employee proposes to commence her leave, and;
- (c) must be accompanied by a certificate from her physician stating the reasons for requesting additional leave under 20.04.3.

5) A request for a shorter period under 20.04.1(b)(i) must

- (a) be given in writing at least one week before the date the employee proposes to return to work, and
- (b) be accompanied by a certificate from the employee's physician stating that the employee is able to resume work.

20.06 PARENTAL LEAVE

1) An employee who requests parental leave under this section will be granted a leave of absence without pay

(a) for a birth mother who takes leave under 20.04 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks beginning immediately after the end of the leave taken under 20.04 unless the Employer and the employee agree otherwise,

(b) for a birth mother who does not take leave under 20.04 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to 5 additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under 20.05.1.

3) A request for leave must

(a) be given in writing

(b) if the request is for leave under 20.05.1(a), (b), or(c) be given to the Employer not less than 4 weeks before the employee proposes to commence the leave of absence, and

(c) if the request is for leave under 20.05.1(d) be given to the Employer not less than 4 weeks before the employee proposes to commence the leave of absence, if possible, and

(d) be accompanied by a medical certificate completed by the employee's physician or other evidence of the employee's entitlement to leave.

(e) an employee's combined entitlement to leave under 20.04 and this section is limited to 52 weeks plus any additional leave to which the employee is entitled under 20.04.3 or 20.05.2.

20.07 HOME COMING LEAVE

An employee will be granted two (2) days homecoming leave of absence when the employee's spouse gives birth or when the employee and their spouse adopt a child. The employee will be compensated at the employee's regular straight time rate for the hours lost from regular work.

20.08 LEAVE FOR PUBLIC OR UNION OFFICE

Employees elected to Federal, Provincial or Municipal Office shall be granted a leave of absence without pay for one (1) term. Employees elected to full time office with the Canadian Union of Public Employees, the Canadian Labour Congress, the BC Federation of Labour, or the Regional District Labour Council shall be granted leave of absence without pay for a maximum of two (2) years.

Upon return to the Employer, the employee granted leave under this clause shall enter the job classification they previously held without loss of seniority or accredited service. As a condition for the granting of the leave, an employee on a leave of absence without pay as set out in this article will be required to pay the full cost of the Medical, Dental, Extended Health and Life Insurance Plans as outlined in Articles 17.01, 17.02, and 17.03. The Employee will also be required to pay the full costs of pension plan if eligible.

20.09 FAMILY RESPONSIBILITY LEAVE

In accordance with Section 52 of the Employment Standards Act, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any other member of the employee's immediate family. **Where and employee qualifies for Family Responsibility Leave and the employee has Banked Overtime, the employee may access Banked Overtime for the day(s) in question.**

21.00 TRANSIT SUPERVISORS

21.01 SIGN-UP AND SPLIT SHIFTS

(a) There shall be no fewer than four (4) sign-ups for Transit Supervisors in Victoria, except where the Parties agree otherwise.

Transit Supervisors will sign-up on the basis of classification seniority.

21.02 Transit Supervisors may be scheduled to work straight shifts or split shifts. No shift shall be split into more than two (2) time portions. The time scheduled to complete a split shift shall not exceed **12** hours. Transit Supervisors whose split shifts require more than ten (10) hours to complete shall, in addition to their regular straight time rate, be paid at one-half straight time rate for each thirty (30) minutes or portion thereof in excess of ten (10) hours.

21.03 Where Transit Supervisors working split shifts are required to travel between two (2) work locations, they shall be paid at prevailing straight-time rates, in addition to their actual day's pay, for all time in excess of thirty (30) minutes total round trip travel time between the two (2) locations. Such payment may not be taken as time off. Travel time will be calculated on the basis of scheduled bus running time between the two (2) locations.

21.04 VACATION SIGN-UP

The current practice relating to vacation sign-up will be maintained unless mutually agreed otherwise.

22.00 UNIFORMS, FOOTWEAR AND CLEANING ALLOWANCE

22.01 BC Transit will supply suitable uniforms and outerwear for Transit Supervisors. New clothing will be chosen in consultation with the Labour Management Committee, or other delegate(s) as determined by the Union, considering safety, appropriateness to weather and working conditions, corporate and professional presentation, durability, maintenance and cost.

22.02 Such clothing will be replaced upon proof of need.

22.03 CLEANING ALLOWANCE

A cleaning allowance of \$12.00 per pay period will be paid to each Transit Supervisor.

22.04 SHOE ALLOWANCE

A footwear allowance of \$160.00 will be provided every twenty-four (24) months for Transit Supervisors.

23.00 BC TRANSIT PASS

During such time as the Employer continues to be responsible for operation of urban transit systems, the following provisions shall apply:

23.01 All members of the Union shall be entitled to a yearly bus pass valid on the transit system in which they are employed. One (1) additional pass will be provided to an employee's spouse or child **or up to one (1) eligible dependent; or, two (2) eligible dependants. Additional passes will be made available at the same cost as a Pro-pass.**

23.02 ELIGIBILITY FOR TRANSIT PASS UPON RETIREMENT

Employees who retire from the Employer's service and have completed **ten (10)** years of service are eligible to receive a transit pass and a transit pass for their spouse. In addition, employees with five (5) or more years of service who are medically proven total disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

23.03 Employees shall surrender their pass upon termination of employment.

23.04 The Parties agree that, in the event that the Employer ceases to be responsible for operating urban transit systems, the provisions of this Section shall be of no further force and

effect. All passes then in existence will be cancelled, and no compensation shall be provided by the Employer in lieu of passes so cancelled.

In the event that the Employer ceases to be responsible for the operation of any specific urban transit system, then the provisions of this clause shall apply with respect to that particular system.

CRA taxation rules apply to this article.

24.00 JOB EVALUATION REVIEW AND APPEAL

24.01 JOB EVALUATION REVIEW OFFICERS

- (a) The Parties agree that the Union will appoint one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Evaluation Review Officers.
- (b) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.
- (c) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 24.04.

24.02 JOB EVALUATION REVIEW PROCEDURE

(a) Step One

Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to Human Resources.

The Vice-President, Human Resources or a designate, will respond to and/or meet with the incumbent to resolve the review within thirty (30) working days of such referral.

(b) Step Two

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

24.03 STANDING ARBITRATOR

The Parties agree to employ and share all costs of the named individual chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility to resolve appeals under Section 24.04 through the application of the Employer's Job Evaluation Plan.

24.04 JOB EVALUATION APPEAL

In the event that the Job Evaluation Review Process is unable to resolve the appeal it will be referred by the Vice-President, Human Resources or their designate to a Standing Arbitrator for final resolution within twenty (20) working days.

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

24.05 SALARY TREATMENT

In the case of an up-grouping the incumbent's salary treatment will be retroactive to the date either a review or appeal was instituted.

25.00 HARASSMENT/DISCRIMINATION

- (a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.
- (b) The Employer and the Union agree to work together, under the auspices of the Human Rights Policy and Workplace Code of Conduct, to ensure that the workplace is harassment free.
- (c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.
- (d) The Employer recognizes the importance of the Union's involvement in this matter, and welcomes the Union's input on issues concerning the Human Rights Policy and Workplace Code of Conduct. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.
- (e) An employee who alleges that he/she has been subject to harassment as prohibited in (a) may file a grievance pursuant to Article 27 of the Collective Agreement.

26.00 OCCUPATIONAL HEALTH & SAFETY

26.01 INTENT TO CONDUCT A SAFE OPERATION

It is the intent of the parties to conduct a safe operation. To this end, the Employer agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or for the protection of employees from safety hazards in the performance of their work.

26.02 FORUM FOR ADDRESSING SAFETY CONCERNS

- (a) The Union will appoint a Workplace Safety Advisor from among its members. The Advisor will be responsible for bringing the members' safety concerns to the attention of the Employer, working with the Employer toward expeditious resolution of safety issues, recommending new safety policies, and assisting in the development of such policies as appropriate.
- (b) The Workplace Safety Advisor, or delegate, will attend the Operations Department Safety meetings on behalf of the Union.

27.00 EMPLOYEE INDEMNITY AND LEGAL REPRESENTATION

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

- (a) punitive or aggravated damages;
- (b) the cost of legal representation arising from grievances under the collective agreement; or
- (c) acts or omissions which did not arise in the normal course of their employment with the Employer; or
- (d) acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence; or
- (e) any legal costs which are not covered by Article 27.01.

27.01 LEGAL REPRESENTATION

In situations covered by the indemnity set out in Article 27.00, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Article 27.01, all reasonable legal costs incurred shall be borne by the Employer from the


date an application is made by any affected employee(s) in accordance with Article 27.01 (b) below,

- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Article must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- (c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Article 27.01 (c).
- (d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, and there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Article 27.01 by requiring that one solicitor be retained to represent the interests of all those employees.
- (f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Article 27.01 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- (h) If, at any time, the Employer has reasonable grounds to believe that:
 - i) the employee(s)' acts or omissions were not in the course of normal employment; or
 - ii) the employee(s) acted in bad faith; or
 - iii) the employee(s)' acts or omissions amounted to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence;the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.


Nothing in Article 27.00 and Article 27.01 shall be interpreted as limiting the Employer's right to discipline any CUPE employee under the terms and conditions of the Collective Agreement.

Dated and signed this _____ day of _____ at Victoria, British Columbia.


FOR CUPE Local 4500:




Louise Oetting
CUPE National Rep



Rob Woods
CUPE 4500 President



Gord Dieno
CUPE 4500 Treasurer



Neil Henderson
CUPE 4500 Property Rep - Victoria



Shawn Waters
CUPE 4500 Alternate Rep - Victoria


FOR BC Transit:




Leanne Wick
Director Human Resources



Marne Jensen
Labour Relations Advisor



Stephen Anderson
Manager Security



Mason McIntyre
Human Resources Advisor

LETTER OF UNDERSTANDING #1

PERSONNEL FILES

The parties agree that, on request, an employee's personnel file will be cleared of any disciplinary letters, providing the employee maintains a clear record for a period of two full years, exclusive of any absences pursuant to Articles 18:00 and 20:00 that exceed fifteen (15) working days.

Removal of letters pertaining to more severe discipline such as suspensions will be subject to the Employer's discretion, however if the employee requests removal of such a document after maintaining a clear record for two years, and the Employer declines to remove the letter, written reasons will be provided.

For BC Transit:

For CUPE Local 4500:

Linda Burbidge

John Holt

Wendal Milne

Fraser Gatt

Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING #2

SCOPE OF THE BARGAINING UNIT

If an exempt supervisor(s) requests to be represented by CUPE Local 4500, and the Labour Relations Board finds that such supervisor is an employee under the Labour Relations Code and appropriately included in a certified bargaining unit, the Employer agrees that it will not argue that such supervisor is more appropriately included in one of the other two bargaining units.

CUPE Local 4500 agrees that it will not initiate unionization of any of the Employer's exempt staff.

Nothing in this Letter of Understanding prejudices the position of either Party concerning the exempt status of any individual nor the appropriateness of including such individual in any certified bargaining unit.

For BC Transit:

For CUPE, Local 4500

Linda Burbidge

John Holt

Wendal Milne

Fraser Gatt

Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING #3

ORDERLY SHUTDOWN AS A RESULT OF A LABOUR DISPUTE

The Parties agree that employees represented by CUPE Local 4500 will undertake an orderly and safe shutdown of transit services as a result of a labour dispute by other bargaining units.

Employees under CUPE Local 4500 jurisdiction will remain at work performing duties as directed, subject to applicable legislation, in order to ensure the safety and security of transit property and vehicles, until all transit vehicles are secured.

For BC Transit:

For CUPE Local 4500:

Linda Burbidge

John Holt

Wendal Milne

Fraser Gatt

Dennis Somner

DECEMBER 4, 2001

LETTER OF UNDERSTANDING #4

EXPEDITED ARBITRATION

The Parties agree to the following procedure for expedited arbitration hearings:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable shall be scheduled for hearing at the earliest possible date.
3. The expedited arbitrators, who shall act as sole arbitrators, shall be John Steeves, Joan Gordon, and John McConchie.
4. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in the Letter of Understanding, notwithstanding the provisions of Article 3.04 of the Collective Agreement.
5. The location of the hearings shall be agreed to by the Parties.
6. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
7. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
8. The hearings will be governed by the following guidelines which can be amended by agreement between the Parties at any time:
 - (a) A brief of pertinent documents will be jointly presented to the arbitrator;
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief;
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator;
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available;
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities;
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator;
 - (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanation;
 - (h) Arguments will be presented only to the points in issue.

9. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs the costs will be borne in accordance with Article 3.03(d) of the Collective Agreement and Section 103 of the Labour Relations Code.
10. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
11. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
12. All decisions of the arbitrators are to be limited in application to that particular dispute and are without precedent and prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
13. The Parties shall share equally the fees and expenses of the arbitrator.
14. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provisions of the Collective Agreement.

For BC Transit:

For CUPE Local 4500:

M. Madill

M. Weismantel

A. Dawson

R. Spence

D. Parker

F. Gatt

J. Lovitt

B. Kilby

March 14, 1996

LETTER OF UNDERSTANDING #5

REHABILITATION COMMITTEE

The Parties agree that CUPE Local 4500 will appoint a representative to participate in a joint union/management rehabilitation committee to promote the early and safe return to work for employees who are off work due to illness and/or injury and to recommend related procedures.

It is recognized that other bargaining units may also appoint members in accordance with their collective agreements, and that rehabilitation consultants from insurance carriers or WCB may be invited to participate as resources to the committee.

For BC Transit:

For CUPE, Local 4500

Linda Burbidge

John Holt

Wendal Milne

Fraser Gatt

Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING #6

TRANSIT SUPERVISOR POLICIES, PROCEDURES AND INSTRUCTIONS

“The Parties agree that the duties outlined in any applicable policies and procedures, as amended from time to time by the Employer, or transit-related instructions issued by the Employer, form part of the required duties of the Transit Supervisor position.”

For BC Transit:

For CUPE, Local 4500

Linda Burbidge

John Holt

Wendal Milne

Fraser Gatt

Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING #7
DISTRIBUTION OF PRE-SCHEDULED OVERTIME

The Parties agree that opportunities to work overtime should be offered equitably to the Transit Supervisors, subject to cost, efficiency, employee availability, specialized skills and continuity.

(a) Overtime will be assigned in the following order of seniority for Transit Supervisors.

- i) Full time TS on work shift**
- ii) Full time TS on days off**
- iii) Acting TS on work shift**
- iv) Acting TS on days off**

A message will be left at the Day Off TS's designated phone number, the OT will be held for 15 minutes until moving on to the next day off TS in order of seniority.

(b) Emergency OT can be assigned out of seniority i.e. TS involved in an Investigation, Special Duty, Specialized Skill and/or Short term coverage.

(c) There will be a minimum rest period of 8 hours from end of the service day, before qualifying for OT on the next service day.

The Labour Management Committee will meet within 60 days of the ratification of this Collective Agreement to review the process by which Pre-scheduled Overtime is allocated amongst **other classifications**. The Labour Management Committee will review the current process for allocating scheduled overtime and will make recommendations for change, if any, to the Manager, Transit Operations, by October 31, 2013.

The union is interested in discussing and implementing a mutually agreed to overtime assignment policy – to be establish and implemented by set date. This will include procedures for all classifications as established or as they occur at or during this round of negotiations.

BC TRANSIT

Leanne Wick
Director, Human Resources

Marne Jensen
Labour Relations Advisor

CUPE, LOCAL 4500

Don Devine
CUPE National Representative

Rob Woods
President

Stephen Anderson
Manager Safety and Security

Mason McIntyre
HR Advisor

Gord Dieno
Treasurer

Neil Henderson
Property Representative

Shawn Waters
Alternate Representative

Dated this 24 day of May 2013.

LETTER OF UNDERSTANDING #8

STATUTORY HOLIDAYS

In the event an additional statutory holiday is prescribed by regulation as applicable to the Province of British Columbia, the Employer will observe that additional statutory holiday as required by law.

For the purposes of this Agreement, the following shall be acknowledged as Statutory Holidays.

<i>New Year's Day</i>	<i>B.C. Day</i>
<i>Family Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>

...or days in lieu of these listed holidays, and any other public holiday gazetted, declared, or proclaimed by the Government of Canada or by the Government of the Province of British Columbia.

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Dated this 24 day of May 2013.

LETTER OF UNDERSTANDING #9
TEMPORARY PROMOTIONS OUTSIDE THE BARGAINING UNIT

The following provisions will govern temporary promotions of employees into Exempt positions:

1. The Employer agrees to consult with the Union prior to temporarily promoting a member of the bargaining unit.
2. An employee who is offered and accepts a temporary promotion shall retain his seniority.
3. If a temporary promotion is expected to consist of more than 50% of the next sign-up period the temporarily promoted employee shall be taken off the shift sign-up sheet.
4. Should the temporarily promoted employee return to the end of the current sign-up period, they will return to the vacant shift until the next sign-up sheet.

BC TRANSIT

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LETTER OF UNDERSTANDING #10

ACTING TRANSIT SUPERVISOR

The intent of the Acting Transit Supervisor Pool is to provide relief for Full Time Transit Supervisors and to train employees for future opportunities as Full Time Transit Supervisors.

Acting Supervisors Pool

1. There will be one Acting Transit Supervisor pool from which Acting Transit Supervisors will be drawn on for relief of temporary vacancies. The number of Acting Transit Supervisors in the Acting Transit Supervisor Pool will not exceed forty percent. Acting Transit Supervisor positions will be posted for a period of two (2) years, at which time the term will expire and the employer may elect to repost. Acting Supervisors whose term has expired may reapply for another two (2) year acting role.

Acting Transit Supervisors Shift Assignments

2. The Employer will attempt to assign Acting Transit Supervisors to known vacancies and full week assignments as and when required. A minimum of twelve hours (12) notice will be given prior to an Acting Transit Supervisor commencing a Transit Supervisor shift.

Acting Transit Supervisor Vacancies

3. All vacancies for Acting Transit Supervisors will be posted and the Employer will determine the successful candidate(s). A member of CUPE 4500 will participate in the interviewing process. Acting Transit Supervisor positions may be posted if acting vacancies arise during a two (2) year term.

Performance Appraisals for Acting Supervisors

4. The Employer will meet with Acting Transit Supervisors quarterly to provide feedback on their performance as Acting Transit Supervisors. The Employer will provide Acting Transit Supervisors with a formal, written, performance appraisal annually. If at that time the Employer determines that an Acting Transit Supervisor does not perform to an acceptable level, he may be removed from the Acting Transit Supervisor pool and placed back into his regular position.

Prior to the imposition of any discipline that may result in an Acting Transit Supervisor losing his/her position or renewal as an Acting Transit Supervisor due to poor performance, the employer will meet with the employee and union representative regarding the poor performance. Upon written request from the employee, the employer will provide the union with copies of the performance appraisals.

5. When hiring Full Time Transit Supervisors positions shall be awarded based on merit, with preference given to members of the Acting Transit Supervisor pool. A member of CUPE 4500 will participate in the interviewing process for Full Time Transit Supervisors. The Employer shall have the right to make the final selection.

Acting Transit Supervisors who are hired as a full time Permanent Transit Supervisor shall have each period of temporary assignments as an Acting Transit Supervisor accumulated for the purposes of determining placement in the salary range and eligibility for progression increases.

BC TRANSIT

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Dated this 24 day of May 2013.

LETTER OF UNDERSTANDING #11

For employees who engage in a sign-up under Articles 21.01 the following will apply on a trial basis for the life of the Collective Agreement:

Shift Sign-ups

- (a) Prior to each Sign-up, the Parties will meet to determine whether there are conditions that necessitate paragraph**
- (b) If there is a an Employee who is either on Income Continuance or on other assignments on the first day of the new shift schedule, and who will be returning to work during the life of the schedule, all Employees will sign two shift schedules: the first one will be without the Employee who will return and the second one will be with that Employee. When the Employee returns, the second shift schedule will be implemented. It is understood that this LOU is entered into on a trial basis. Either Party may, with 30 days' written notice, advise the other Party of its intent to cancel this Agreement, prior to the expiry of this Collective Agreement.**

BC TRANSIT

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LETTER OF UNDERSTANDING #12

BC Transit has implemented a new Transit Communications Centre that impacts employees represented by CUPE 4500.

The Employer and the Union agree to meet to discuss these impacts within 60 days of ratification of the collective agreement. The parties will specifically discuss the following items:

- **how additional classifications may have any impacts to LOU #10 and any additional Acting Pools.**
- **any considerations or plans to create new Supervisory positions, or any other positions currently recognized as bargaining unit employees, specifically in supporting the BC Transit Public Transportation Service, BC Transit Operators and/or its customers and any other positions deemed appropriate, for the purpose defining, considering and involving CUPE 4500 jurisdiction in such positions**
- **Lead Transit Supervisor, Transit Supervisor and Transit Communications Coordinator shifts for the purposes of sign up and reporting locations (centralized structure).**

BC TRANSIT

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Dated this 24 day of May 2013.

LETTER OF UNDERSTANDING #13

BC Transit and CUPE 4500 agree to meet within 90 days of ratification of the collective agreement to discuss the following proposal by CUPE 4500 made on May 21, 2013:

Early Retirement/IC "Top-Up"

The Parties agree to establish a voluntary early retirement/long-term disability "top-up" program to provide a monetary incentive for those who are totally disabled and who are sixty (60) years of age or older. The source of these funds will be the CUPE/IC reserves.

The program will be designed, implemented and monitored by the Trustees of the BC Transit Health and Benefit Trust. The intent of the program is to provide long term efficiencies for the CUPE 4500 Long term Disability Plan.

BC TRANSIT

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LETTER OF UNDERSTANDING #14
MODIFIED WORK SCHEDULES

The parties agree that for the June signup sheets for all classifications, may contain modified work schedules that will be mutually agreed to between the employer and union, and that it is understood that this will be on a one time, without prejudice, non-precedent setting, for evaluation purposes only.

It is further understood that should modified work schedules exist beyond the June 2013 work schedules that they will be by mutual agreement between the parties.

BC TRANSIT

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