

# AGREEMENT

Between:

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



and

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



Effective Date: **April 1, 2015**  
Expiry Date: **March 31, 2016**

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AGREEMENT

THIS AGREEMENT

made between:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY  
(TRANSLINK)  
(hereinafter called the "Employer")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378  
(hereinafter called the "Union")

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing **April 1, 2015**, and ending **March 31, 2016**, and thereafter until terminated as follows:
2. Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:  
  
Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:  
  
Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.
6. Joint Standing Committees:  
  
Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" mean "working days"; reference to "years" mean "calendar years" unless otherwise specified in this Agreement.

## Article 1. – Recognition Clauses

1.01 This Agreement shall apply to and be binding upon all employees of the Employer described in a variation to a Certification issued to the Union on the **4<sup>th</sup> of January, 2012** and which includes those employees “employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time.” Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of any grounds prohibited by the BC Human Rights Code, as amended from time to time.

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

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

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

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

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

1.05 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time

involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.

- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for members appointed or elected to positions with the Canadian Office & Professional Employees' National Union.
  - (c) For those filling elected positions in the Canadian Office & Professional Employees' National Union, the leave of absence will be reviewed every two (2) years. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
  - (d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
  - (e) The Employer will provide a union bulletin board in a suitable location in each workplace.
- 1.06
- (a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
  - (b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.
  - (c) When there is a reasonable opportunity to bring in third party contract work, or bring in work which is currently being subcontracted, the parties will meet in an effort to make competitive arrangements. Such arrangements may include a waiver of certain provisions of the Collective Agreement. Such waivers shall not reduce salaries or benefits, unless otherwise agreed.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employers' competitive position as it relates to opportunities for contracting in services.

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

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

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

## 1.07 Employee Definitions

### (a) Full-Time Regular

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

### (b) Part-Time Regular

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

### (c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. Services of temporary staff employees may be terminated by giving or receiving twenty-four hours notice.

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

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as

provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(d) Casuals

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.



## Article 2. – Union Security and Deduction of Dues

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

### 2.02 Policies and Procedures

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

### 2.03 Labour-Management Cooperation

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

#### 2.04 Labour Management Committee

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

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

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

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

## Article 3. – Grievance Procedure

### 3.01 Definition

- (a) “Grievance” means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Section 5.06. All other grievances 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 Employer’s Human Resources Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Section 3.03 below.

### 3.03 Employee Complaints and Grievances

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

#### (a) Employee Complaints

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

#### (b) Employee Grievances – Stage I

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

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

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

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

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

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and the Human Resources Department within twenty (20) working days of the Employer's decision at Stage I.

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

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

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

(d) Stage III – Arbitration

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

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

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.

- (iii) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and

reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.

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

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

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

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

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

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

3.07 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a

grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

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

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

## Article 4. – Salary Scales and Allowances

Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.

Bi-weekly rates are computed on the basis of forty-six percent (46%) of monthly rates.

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.



**TransLink COPE SALARY SCALES AS OF April 1, 2015**

<b>Group</b>	<b>Minimum</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
1	2,545	15,6079	2,662	16,3255	2,746	16,8406	2,830	17,3558	2,943	18,0488	3,059	18,7602
2	2,778	17,0369	2,908	17,8341	2,998	18,3861	3,089	18,9442	3,214	19,7108	3,339	20,4774
3	3,031	18,5885	3,167	19,4225	3,271	20,0603	3,376	20,7043	3,508	21,5138	3,642	22,3356
4	3,312	20,3118	3,464	21,2440	3,568	21,8818	3,685	22,5993	3,828	23,4763	3,975	24,3778
5	3,610	22,1393	3,776	23,1574	3,899	23,9117	4,017	24,6354	4,172	25,5860	4,343	26,6347
6	3,948	24,2122	4,120	25,2671	4,255	26,0950	4,386	26,8984	4,560	27,9655	4,738	29,0571
7	4,308	26,4200	4,499	27,5914	4,641	28,4622	4,788	29,3638	4,976	30,5167	5,170	31,7065
8	4,703	28,8425	4,911	30,1181	5,067	31,0748	5,219	32,0070	5,433	33,3194	5,648	34,6380
9	5,127	31,4428	5,356	32,8472	5,528	33,9020	5,704	34,9814	5,927	36,3490	6,164	37,8025
10	5,601	34,3497	5,851	35,8829	6,038	37,0297	6,222	38,1582	6,467	39,6607	6,724	41,2368
11	6,109	37,4652	6,387	39,1701	6,592	40,4273	6,795	41,6723	7,067	43,3404	7,346	45,0514
12	6,673	40,9241	6,975	42,7762	7,199	44,1499	7,415	45,4746	7,710	47,2838	8,012	49,1359

**Non Office**

<b>Mail Truck Driver</b>	3,312	20,3118	3,464	21,2440	3,568	21,8818	3,685	22,5993	3,828	23,4763	3,975	24,3778
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#### 4.02 Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's Human Resources representative.
- (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) Only one length-of-service increase will be granted an employee while he/she is on sick leave. After returning to work the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
  - (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
  - (ii) New employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
  - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Section 7.05, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

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

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

An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps

between which the employee's salary falls. No employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

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

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

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.05(a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

#### 4.03 First Aid Premium

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

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

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

Pay Allowance in Addition to Basic Rate	
Level 1	\$ .30 per hour

Level 2	1.25 per hour
Level 3	1.25 per hour

#### 4.04 Training Premium

In training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

## Article 5. – Job Descriptions and Evaluations

### 5.01 Establishment of Job Evaluation System

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

### 5.02 New Job Classifications

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

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

### 5.03 Job Description and Evaluation Procedure

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

initialing does not necessarily indicate agreement with the content or evaluation of the job description.

- (f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03(c).
- (g) All job descriptions will be evaluated by the Human Resources Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

#### 5.04 Job Evaluation Review Officers

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

#### 5.05 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 the Human Resources Department. Within ten (10) working days of receipt, the Employer will notify the Union of the request.

The Director, Human Resources or his/her 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 the Human Resources Department, it will be forwarded through the Director, Human Resources for resolution through the Job Evaluation Appeal process.

5.06 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 is to resolve appeals under Section 5.07 through the application of the Employer's Job Evaluation Plan.

5.07 Job Evaluation Appeal

In the event that the Job Evaluation Review Process is unable to resolve the appeal it will be referred by the Director, Human Resources or his/her designate to the 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 Director, 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.

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

In the event an employee initiates an appeal within twenty (20) working days following a review by the Employer, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.

## Article 6. – Seniority

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

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

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

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

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

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

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

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

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

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

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

6.06 (a) An employee who is on the recall list shall retain his/her past seniority plus continue to accrue seniority while on that list.



- (b) Seniority accrued while on the recall list will not be considered in determining Employer service.
- 6.07 Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.
- 6.08 Regular employees who obtain temporary positions outside the COPE bargaining unit but remain within TransLink shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their COPE membership and remit required Union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required.

## Article 7. – Employment, Transfer and Termination

### 7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 978 hours actually worked excluding overtime or to a maximum of one (1) calendar year, whichever comes first. These periods may be extended for up to another equal amount of hours by mutual agreement between the Employer and the Union. The Employer will endeavour to advise the probationary employee of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding the previous sentence a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

### 7.02 Hiring Rates

- (a) New employees will be hired at the minimum rate for the job, except that the Employer may hire up to step 3 of the salary range, at its option, to recognize related experience. New employees may be hired above step 3 of the salary range in exceptional cases, provided agreement is reached with the Union. Such agreement shall not be unreasonably withheld.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, his/her salary will be determined as though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph.

### 7.03 Employee Listing

The Employer will provide the Union monthly with a list of all employee hiring's, transfers, promotions and terminations.

### 7.04 Promotions, Demotions and Transfers

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than two (2) consecutive

working days and in the case of Subsections 7.06(a) and 7.06(b) is for six (6) months or less.

- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- (f) By definition, "blue circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Section 4.02.

#### 7.05 Permanent Promotions

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

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

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

## 7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level his/her promotional increase will be determined by Subsection 7.05(a) above. If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which the employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of 7.05(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

## 7.07 Lateral Transfers

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

When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

## 7.08 Demotions

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

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

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

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

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

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

(iii) Regular employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.

(iv) The Union will waive job postings to facilitate transfers of employees.

## 7.09 Eligibility for Job Competitions

(a) An employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.

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

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

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

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

#### 7.11 Job Posting

- (a) All COPE job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
  - (i) Temporary vacancies involving vacation relief or a duration of less than four (4) months.
  - (ii) Jobs at Group 3 or below.
  - (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances job postings may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, existing job title and employee number of successful COPE applicants for the Employer job vacancies under COPE jurisdiction. A late applicant shall be considered for a posted job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was posted, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.

- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

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

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

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

#### 7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over four (4) months in duration will be posted in accordance with Section 7.11. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.11(d).

An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said employee shall have a vested right to return to his/her regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.

- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than four (4) months be filled, subject to the requirements of the department, in accordance with Subsection 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, TransLink will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.

- 7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Director, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.



## Article 8. – Layoff and Recall

- 8.01 (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) 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.
- (c) The Employer will endeavor to place regular employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee the employee shall not have any bumping rights under this Article, provided that the placement would not require payment of moving expenses as outlined in Article 17.

- 8.02 A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the employee is currently employed on the following basis:
- (a) An employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06. This type of bumping is limited to the Service Area in which the employee is currently employed.
- (c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

### 8.03 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
- 6 consecutive months of service – 2 weeks' regular earnings;
  - 3 consecutive years of service – 3 weeks' regular earnings;
  - Thereafter – one week's pay for each additional year of service.
- (b) An employee who is eligible to receive severance pay in accordance with (a) above may elect to:
- (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
  - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
  - (iii) Terminate and receive severance pay.
- (c) A regular employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.
- 8.04 (a) An employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain his/her rate if it is not beyond maximum of the lower group job; if it is beyond maximum he/she will be reduced to maximum of the lower group.
- (b) An employee affected by reduction in staff who assumes a lower group job under the terms of this 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.
- 8.05 A regular employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.
- 8.06 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all 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 Company provided the individual reaffirms his/her availability at three (3) month intervals with the Director, Human Resources.

- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
  - (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
  - (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
  - (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower 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. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
  - (f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
  - (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.
- 8.07 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.
- 8.08 Automation & New Procedure
- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular employees.

- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:
- (i) Training
    - (1) For the operation of new equipment.
    - (2) For qualifying for new jobs created by such changes.
    - (3) For other vacant positions within the Employer for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.
  - (ii) Placement

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

A regular employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Section 8.02.
  - (iv) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.08(c).
- (c) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

## Article 9. – Discipline and Dismissal

### 9.01 Just Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

### 9.02 Union Representation

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

### 9.03 Notice

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

### 9.04 Right of Appeal

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

## Article 10. – Working Hours

### 10.01 Work Day and Week

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

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01(g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
- (c) Definitions
  - “Standard” means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
  - “Authorized Variation” means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
  - In addition, twelve (12) times per calendar year, each Community Relations Officer may be assigned hours of work within the Authorized Variation as defined in this Article. In the case that the employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 11.04.
- (d) Standard and authorized variations will be as follows:
  - (i) Starting time – Standard 08:00  
Authorized Variation 06:00 – 12:00  

In the case that the employee is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 11.04 for all hours of a specific shift that fall outside the day shift.
  - (ii) Lunch break – Standard – per current local practice  
Authorized Variation – one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

- (iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday positions as agreed to by the Parties.

- (iv) Application – Standard – to be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off\*, however any deferred days may be used for:

- (a) Sick leave supplement,
- (b) Pay-off on termination,
- (c) To cover for leaves of absence pursuant to Subsection 19.01(b) and Section 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.

\* This requirement is not “Subject to Departmental Requirements”.

- (e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
- (f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person’s RWWL allowance will be earned by full-time regular employees in service during that period.

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

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

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

## Article 11. – Shift Work and Non-Standard Hours

### 11.01 Shift Work – Shift Job List

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

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

#### Shift Job List

Network Analyst (MWW)

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

#### (a) Working Hours

- (i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.
- (iii) The minimum rest period between regularly scheduled shifts shall be 8 hours.

#### (b) Work Day

Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.

#### (c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

#### (d) Work Year

An employee who does not receive 104 days off (excluding RWWL days, AV and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Subsection.



(e) Lunch Periods

The lunch period will be taken as close as possible to midshift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.

11.03 Sunday Premium

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

11.04 Shift Premiums

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

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

11.05 Sign-ups

A majority of any group of shift workers may elect to have a sign-up to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year. Sign-up will be conducted in seniority order within the group of regular employees that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

During the term of the agreement, the Union agrees to discuss the issue of re-assigning employees for cross training purposes.

11.06 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Employer may request an employee to temporarily change his/her shift or work overtime.

When shift employees' shifts are changed, thirty-six (36) hours notice will be provided prior to the commencement of the new shift and the following will apply:

- (a) Shift Change
  - (i) Shifts commencing outside the 36 hours, no penalty.
  - (ii) Any shift commenced inside the 36 hours notice (notice to be confirmed in writing) will be paid at overtime rates.
- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
  - (i) An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
  - (ii) In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.

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

### 12.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category.

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

- (a) All hours in excess of eight and one-half (8 ½) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- (b) All hours in excess of seven and one-half (7 ½) hours worked in a work day where an employee works overtime both before and after his/her scheduled shift on that day.
- (c) All work on an employee's scheduled days off up to nine (9) hours 200%, and thereafter, 225%. It is the intent of the Employer to minimize having employees work more than ten and one-half (10 ½) hours on their scheduled days off.
- (d) All overtime worked between the hours of 00.00 and his/her normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may have in their bank more than a total of eighty-eight (88) hours at any one time. Where the bank is reduced, the bank can be refilled up to the eighty-eight (88) hour maximum any time. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bring his/her bank to the eighty eight (88) hour maximum.
- (f) An employee may request to have a portion of their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

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

12.02 Overtime, Travel Time Payments and Meal Intermissions

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

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

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

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

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

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

#### 12.03 Reporting at Non-Regular Centre

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

#### 12.04 Minimum Paid Periods

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

#### 12.05 Standby Duty and Telephone Consultation

- (a) Standby Duty (BTS department)

An employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than

ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

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

(b) Telephone Consultation

Where an employee is consulted by a Supervisor, his/her delegate or an on duty employee by telephone outside of his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.
- (iv) In situations where the call is made by an on duty employee, the call must be in response to a serious and significant problem that requires consultation. Such situations will be reviewed by the Employer.

12.06 Call-out Provisions

(a) Minimum Compensation

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

(b) Meals

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

(c) Rest Interval After Overtime

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

## Article 13. – Vacations

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

### 13.02 Year-of-Hire Vacation Entitlement

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

### 13.03 Annual Vacation Entitlements

An employee shall EARN his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

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

(b) Vacation Entitlements

In the calendar year of:

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

\* An employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

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

### 13.04 Payment of Vacations

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

(1) an employee's rate of pay at the time the vacation is taken or,

(2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings, excluding vacation differential. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the



current rate (1) or percentage (2) calculations above. This adjustment (A/V differential) will be paid to all affected employees in two (2) payments.

Approximately fifty percent (50%) will be paid on a designated pay day no later than the last pay day in April of each year, and the remainder will be paid on the pay day immediately prior to Christmas of each year. A/V differential will not be pro-rated for vacation deferred or banked.

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

#### 13.05 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Employer after 1985-11-06 will receive credit for all past service with the Employer (including BCT, MTOC service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

#### 13.06 Broken Vacations

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

#### 13.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and four (4) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
  - three (3) weeks' vacation entitlement: four (4) weeks.
  - four (4) weeks' or more vacation entitlement: twelve (12) weeks.

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

### 13.08 Statutory Holidays During Vacations and Leaves of Absence

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

### 13.09 Relieving on Higher-Grouped Job

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

### 13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or workers' compensation injury.

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

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

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

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

### 13.11 Vacation and Sick Leave

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

commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

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

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

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

## Article 14. – Statutory Holidays

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

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

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

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

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

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

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

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

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

## Article 15. – Sick Leave Allowances

### 15.01 Current Sick Leave Allowances

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

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

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

### 15.02 Sick Leave Extending Into the New Year

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

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

### 15.04 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

#### 15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.
- (c) An employee who is absent due to illness or injury more than four (4) times in any one (1) calendar year involving absences of five (5) working days or less may be required by the Employer to undergo a medical examination by a medical practitioner mutually acceptable to the parties in order to establish that the employee is medically fit to perform his or her normal duties.

The Parties will develop a list of up to ten (10) doctors who are mutually acceptable to perform medicals under this section.

The employee shall provide a copy of the medical practitioner's report (M-186 form) to the Employer, attesting that the employee is medically fit to perform his or her normal duties, prior the employee returning to work.

The Employer shall give reasonable notice to any employee required to provide a medical practitioner's report under this Article.

Notwithstanding this, when the Employer believes that an employee's absenteeism is excessive, it may require the employee to obtain the above medical certificate in the case of any absence as a result of illness or injury.

The Employer will notify the Union and the employee before it invokes this right and will discuss the matter with the Union at its request.

#### 15.06 Sick Leave Recovery

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

## Article 16. – Clothing Allowances

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

### 16.02 Safety Shoes

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

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

The following guidelines shall be considered in determining suitable footwear:

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



## Article 17. – Transportation Allowance

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

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

- (b) It is each employee's responsibility to ensure that his/her vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his/her vehicle for "to and from work", will be reimbursed by the Employer on proof of expense.

### 17.02 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from his/her designated headquarters or work location on Employer business with the approval of the Employer, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which he/she is headquartered.
- (b) The provisions of Sections 17.03 through 17.07 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his/her private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to his/her daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstances a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by TransLink.

### 17.03 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in traveling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel status. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.05 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 ½ hours per day for time spent waiting to leave that location.

#### 17.04 Hours of Work

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

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

#### 17.05 Overtime on Travel Status

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

#### 17.06 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed as follows:
  - 1 Airline, ferry, taxi, bus and/or train fares; automobile rental fees. Public transportation will be at economy class and automobile rentals will be compact cars. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
  - 2 Accommodation not exceeding **\$150.00** per day unless otherwise approved by the Employer; and
  - 3 Incidental expenses such as fees for parking, telephone, laundry and valet services.
- (b) Meal allowances to a maximum of \$40.00 per day shall be paid without receipts on the following basis:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00
- (c) A mileage allowance per kilometer in accordance with Company Policy shall be paid to an employee using his/her private vehicle to travel from his/her residence to the determined public transportation mode terminal and from that terminal to his/her residence.

#### 17.07 One Person Rooms

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

#### 17.08 Reimbursement of Childcare Expenses

If the Employer requires an employee to be out of the employee's Regional Transit Service Area (GVRD) overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of **preapproved additional** child care expenses **with receipts**.

#### 17.09 Travel Insurance

The Employer shall obtain and pay for any necessary additional medical insurance that an employee may need while travelling on Employer business. This additional insurance will not impact the employee's benefit limits as outlined in this agreement.

## Article 18. – Safety Requirements

### 18.01 Working Practices

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

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

No employee shall undertake any work which he/she deems to be unsafe. Such incidents must be immediately reported, and investigated by management in consultation with the Union.

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

### 18.03 The Employer shall ensure that new equipment shall:

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

## Article 19. – Leaves of Absence

### 19.01 Leave of Absence

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

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

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to twelve (12) months.

Employees shall be limited to one (1) leave of twelve (12) months every five years.

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

- (b) Subject to operational requirements, up to two (2) weeks leave of absence without pay per year will be granted to regular employees in order to attend Canadian Armed Forces (Reserve) Training Camps. Employees having such requirements will make their request for such leave known to their manager at the earliest possible time so as not to conflict with the department's annual vacation scheduling.
- (c) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days, and lastly banked Statutory Holidays. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

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

## 19.02 Bereavement Leave

- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother, father, stepchild, stepmother or stepfather; and up to three (3) days of 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.

## 19.03 Special Leave

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

- (a) Serious household or domestic emergency.
- (b) Attend funeral as pall-bearer or mourner.
- (c) Attend his/her formal hearing to become a Canadian citizen.
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- (e) Full period of any quarantine.

Where an employee has banked time available, such leave will be deducted from the bank of the employee's choice. Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day. For those employees who are not entitled to earn RWWL days, such leave will be considered to be leave without pay.

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

## 19.04 Court Leave

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

## 19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a

course not approved by the Employer, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

#### 19.06 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
  - (1) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (2) ending
    - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must:
  - (1) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
  - (2) be given to the Employer at least (3) weeks before the day the employee proposes to begin leave.
- (e) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick

leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.

- (g) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (h) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

In cases of special circumstances an employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

- (i) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or pregnancy leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without posting the job by:
  - (i) promotion of another employee from within the department or;
  - (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.

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

The right to apply for job postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification



of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from competition.

#### 19.07 Pregnancy Leave Supplemental Unemployment Benefit (SUB) Plan

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

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

#### 19.08 Parental Leave

(a) An employee who requests parental leave is entitled to:

- (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental

leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,

- (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,
  - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;
  - (2) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the employee proposes to begin leave, and
  - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 19.06(c) or subsection (b) of this section.
- The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.
- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

#### **19.09 Paternity Leave**

A male employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend

the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

#### **19.10 Public Office Leave**

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

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either party.

## Article 20. – Training

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

20.02 Financial Aid – Training Courses.

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

In general, the Employer will provide for three (3) categories of financial aid as follows:

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

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

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

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

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

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

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

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

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

#### 20.06 Job Rotation

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

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

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

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

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

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

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

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

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

applicant to his/her regular job, he/she will return to the salary he/she would have reached had he/she remained on his/her regular job.

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

## Article 21. – Benefit Plans

### 21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include:
  - (1) Eyeglass and Laser Eye Surgery Coverage (\$400 per person in a twenty-four (24) month period to be used for either Eyeglasses or Laser Eye Surgery. Additionally, the Employee may use this coverage for routine eye examinations that are performed by a Physician or Optometrist.
  - (2) Hearing Aid Coverage (\$1000 per person per ear hearing aid, each five (5) years). Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
  - (3) \$50,000 maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of \$1,000,000.00 per person.
  - (4) The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.
  - (5) The extended health plan will also provide annual hearing testing on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by WorkSafeBC and the Motor Vehicle Branch.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.
- (e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service will be provided with coverage equivalent to the above plans as at March 31, 2011 when combined with the medical coverage and

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

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

21.02 (a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$150,000.

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

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

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

21.03 Dental Plan

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



21.04 (a) Income Continuance

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

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

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

(b) Income Continuance Benefits

- (i) 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.
- (ii) The Employer will continue to pay 100% of an employee's benefit plan premium while he/she is on income continuance.

(c) WorkSafeBC Supplement

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

(d) WorkSafeBC Advance

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the COPE jurisdiction) times their hourly wage times seventy-five percent (75%) for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

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

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

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

- 21.05 An employee on leave of absence without pay, for reasons other than sick leave or pregnancy leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Sections 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

The Employer employees who are on leave of absence in accordance with Section 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Employer benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or by the employee.

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

#### 21.07 Employment Insurance

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

## Article 22. – Transit Pass

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

## Article 23. – Personal Rights

### 23.01 Workplace Harassment

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

#### Harassment Defined

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

There are two categories of workplace harassment. These include Human Rights based Harassment and General Harassment.

#### (a) Human Rights Based Harassment

Human Rights based harassment is based on the grounds prohibited by the BC Human Rights Code (i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, age (19 and over), or criminal conviction unrelated to employment).

Human Rights based Harassment also includes Sexual Harassment.

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

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

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

(b) General Harassment

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

(c) Examples of Harassment Conduct

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

- Bullying;
- Verbal abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of pornographic or offensive materials;
- Unwelcome invitations or requests;
- Innuendoes or taunts;
- Leering or unnecessary physical contact;
- Threats or intimidation;
- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace harassment complaint.

Harassment is not:

- Properly discharged supervisory responsibilities
- Disagreements between employees (worker to worker) that do not fall into the categories of harassment as noted above.

(d) Informal Complaint Resolution Process

(i) Filing a Complaint

If an employee believes that she/he has been harassed on the basis of any of the grounds noted above, the employee should:

- If possible, tell the alleged harasser(s) that the conduct is unwelcome and request that it cease;
- Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible;
- If the complainant does not feel comfortable to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant may contact their Manager, Supervisor, designated Union or TransLink representative.

(ii) Investigation

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

If the conduct does not cease and the complainant disagrees with the attempted informal resolution, and if the complaint involves Human Rights based Harassment there will be a joint investigation of the complaint.

(e) Formal Complaint Resolution Process for Human Rights based Harassment

Formal Human Rights based harassment complaints involving either two COPE members or a COPE member and an exempt employee, will be jointly investigated. The Executive VP, Human Resources, or designate, may directly assist in resolving the complaint or retain a neutral third party to conduct this process. The Union, in consultation with the Employer, will appoint COPE harassment investigators. The Union designate will ensure that the COPE harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. Human Rights based harassment complaints that are proceeding to the Formal Complaint Resolution step must:

1. Be submitted in writing to the TransLink Executive VP, Human Resources or designate responsible for Human Rights issues, and copied to the designated COPE harassment representative.
2. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
3. It is the intention of the Union and the Employer that the investigation commence in a timely and expeditious manner.

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

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

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

(f) Vexatious Complaints

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

- (g) Retaliation against any individual involved in a workplace harassment complaint may result in discipline, up to and including dismissal.

### **23.02 Electronic Monitoring**

- (a) Notice of Monitoring

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

- (b) Performance Monitoring

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

- (c) Monitoring Guidelines

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

### **23.03 Personal Duties not Required**

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

### **23.04 Employee Indemnity**

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

- (a) Punitive or aggravated damages;
- (b) The cost of legal representation arising from grievances under the collective agreement; or
- (c) Acts or omissions which did not arise in the normal course of their employment with the Employer; or

- (d) Acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- (e) Any legal costs which are not covered by Clause 23.05.

### **23.05 Legal Representation**

In situations covered by the indemnity set out in Clause 23.04 above, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.05, 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 Sub-Clause 23.05(b) below.
- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause 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 Sub-Clause 23.05(c).
- (d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of all those employees.
- (f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 23.05 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of



any costs incurred by them prior to any employee(s) being notified of the conflict of interest.

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

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

Nothing in Clause 23.04 or Clause 23.05 shall be interpreted as limiting the Employer's right to discipline any COPE employee under the terms and conditions of the collective agreement.

## Article 24. – Employee Personnel Files

### 24.01 Personnel Files

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

### 24.02 Performance Assessments

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

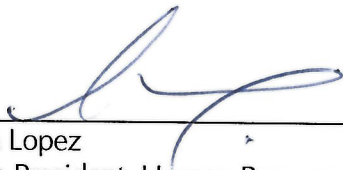
If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from his/her Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may have the last performance assessment removed from his/her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

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

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the 18th day of March, 2015.

SOUTH COAST BRITISH COLUMBIA  
TRANSPORTATION AUTHORITY  
(TRANSLINK):

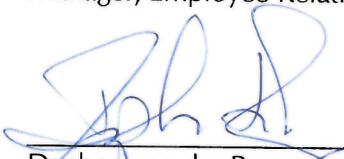
CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES UNION  
LOCAL 378

  
\_\_\_\_\_  
Ana Lopez  
Vice-President, Human Resources

  
\_\_\_\_\_  
Cheryl Popeniuk  
Union Representative

  
\_\_\_\_\_  
Jalpa Ruparelia  
Manager, Employee Relations

  
\_\_\_\_\_  
Safar Alikhani  
COPE 378 Executive Board Member

  
\_\_\_\_\_  
Daphne van der Boom  
Labour Relations Advisor

  
\_\_\_\_\_  
Javier Pacheco Raguz  
COPE 378 Executive Councillor

## Appendix "B" Job Group Listing

### Job Group 3

File Clerk
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### Job Group 4

Benefits Assistant
Data Entry Clerk
Reception and Administrative Clerk

### Job Group 5

Acquisition & Development Assistant
Claims Administration Clerk
Document Control Clerk
Properties Records Clerk
Records Administration Clerk

### Job Group 6

Accounting Clerk
Accounts Payable Clerk – Project Services
Benefits Administrator
Capital Assets Clerk
Dispute Screening Representative
Employment Administrator
Fare Dealer Representative
Finance Clerk
Planning Assistant
Purchasing Assistant

### Job Group 7

Accounting Officer
Claims Representative
Fare Dealer Coordinator

Graphic Artist
IT Change Control Coordinator
Marketing Representative
PC Deployment Technician
Production Assistant
Project Cost Analyst
Service Desk Analyst
Systems Incident Coordinator
Telecom Systems Administrator

Job Group 8

Assistant Transit Planner
Benefits Work Leader
Contract Revenue Analyst
Contracts Coordinator
Electronic Media Coordinator
IT Assets Coordinator
Junior Claims Examiner
Records Analyst
Security Systems Administrator
Service Desk Work Leader
Telecommunications Work Leader

Job Group 9

Claims Examiner
Community Relations Coordinator
Community Relations Officer
Computer Support Analyst
Contracts Analyst
Corporate Marketing Representative
EDRM System Administrator
Fleet Systems Information Analyst
Insurance and Contract Analyst
Marketing Officer
Transportation Demand Management Officer
Website Developer

Job Group 10

Accounting Analyst
Computer Support Work Leader
Corporate Marketing Specialist
Desktop Systems Analyst
Geographic Info Systems Analyst
Graphic Designer
Planning Analyst
Procurement Officer
Transportation Planning Analyst – GIS

Job Group 11

Administrator ITS
Business Systems Analyst
Data Analyst
Data Centre Analyst
Database Administrator
Enterprise Systems Analyst
IT Service Analyst
Network Analyst
Senior Buyer
Senior Claims Examiner
Senior GIS Administrator
Senior GIS Analyst
Technical Architect
Treasury Analyst
Web Systems Analyst

Job Group 12

Network Operations Support Work Leader
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**Letter of Agreement #1**  
**Re: Job Evaluation Procedures and**  
**Work Leadership Responsibilities**  
**Effective Date: 1980-10-01**

This memorandum sets out an understanding reached by BC Transit and Local 378 of the OPEIU relative to job descriptions, the job evaluation system and its administration.

It is agreed that:

1. Prior to writing a job description or evaluating a job, a representative of the Job Evaluation Section will discuss the job responsibilities with the affected employee and the Supervisor concerned. An employee's signature on the job description will only indicate that the employee has read and understands the job description.
2. The intent is that job descriptions will describe the job duties and responsibilities as clearly and specifically as possible.
3. The Human Resources Department will indicate in some manner on the job description, those duties or responsibilities which they consider most significant, and will discuss these with the employee concerned when preparing the job description.
4. The duties and responsibilities set out in job descriptions will be those which were included as a part of the job at the time the job description was written.
5. When jobs are re-evaluated the Human Resources Department will advise the Union briefly, by form, of any factor grading which is reduced.
6. The introduction of a new lower level of an existing job classification must be discussed with the Union thirty (30) days before implementation.
7. Jobs listed or agreed to be added to the non-office job list will not be covered by the Job Evaluation System.
8. Work leadership responsibilities shall be as follows:
  - (a) May perform duties largely similar to those whose work he/she directs;
  - (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;
  - (c) Relieves the Supervisor of detailed supervision of routine aspects of the work by –
    - (i) ensuring even work flow and consistency of effort;
    - (ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;

- (iii) transmitting the Supervisor's instructions to other employees;
- (iv) performing a quality control function in respect to subordinates;
- (v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
- (vi) assists the Supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

F.M. de Moor  
Business Representative  
Local 378, Office and  
Technical Employees Union

R.G. Warren  
Labour Relations Officer  
BC Transit

1980-10-01



## Letter of Agreement #3 Part-time Regular Schedules - Article 1.07(b)

Schedules for Part-Time Regular employees will be governed by the following rules:

1. (a) With respect to Article 1.07(b) an assigned regular schedule will be established by The Employer at the time of hire and will be for a minimum period of two (2) weeks.  
(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

R.G. Warren  
Labour Relations Officer  
BC Transit

F.M. de Moor  
Business Representative  
Local 378, Office &  
Technical Employees Union

1980-10-01  
Date

## Letter of Agreement #8 Complaints Against Employees

(previously LOA #9)

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint.

For BC Transit:

For OPEIU:

C.J. Connaghan  
Labour Relations Consultant

S. Watson  
Senior Business Representative

December 12, 1991

# Letter of Agreement #10 Alternate Hours of Work

(previously LOA #11)

In view of the interest that has been expressed by employees concerning alternate hours of work, the parties agree to establish the following provisions as a means of addressing alternate hours of work.

- When a majority of workers within a work group desire to work alternate hours, they shall submit to their Union representative and immediate manager a detailed proposal outlining the alternate hours. Individual employees may also submit requests as outlined above if they desire to work alternate hours.
- Upon receipt of the proposal, the parties (Union representative or delegate and manager or delegate) shall meet within 15 days to discuss the proposal to determine whether the alternate hours can be accommodated. Every reasonable consideration will be given to the proposal.

For TransLink:

Kelly Lownsbrough  
Graeme Masterton  
Heather Stewart  
Bob Huston  
Julie Raymond  
John Beaudoin

For Cope:

Kevin Payne  
Ian Whittington  
Rob Gladwin  
Bob Derby  
Dan Dickhout  
Pat Keeping

Dated this 20<sup>th</sup> day of April, 2007.

**Letter of Agreement #13**  
**Re: Hours of Work “Hours of Work”**  
**and Headquarters**  
**- BC Transit Steno Pool**

(previously LOA #14)

Notwithstanding the provisions of Article 7.11(b), 12.03, Letter of Understanding #7 and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Steno Pool area of Employment Services:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. Should there be a requirement for an employee to transfer from one location to another during the shift, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
3. These employees shall work a normal seven and one-half (7 ½) hours shift with the normal lunch and coffee breaks as provided for in the Collective Agreement.
4. Should there be a requirement for an employee to transfer from one location to another during the shift as described in 3, above, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
5. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.

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

FOR THE UNION:

FOR THE EMPLOYER:

“A.C.W. Hobbis”

“R.G. Warren”

Date: March 9, 1990

# Letter of Agreement #19 Short Term Disability (STD) and Long Term Disability (LTD) Plans

(Previously LOA #20)

- A) The Employer and the Union agree that the sick leave plan should be reviewed as soon as possible to determine if there could be an extension of the current thirty (30) day illness provision. The Employer and the Union will implement such a change if it can be achieved on a cost neutral basis to the Employer or if additional costs can be offset by savings respecting the Employment Insurance rebate.
- B) (i) The Employer and the Union agree to work together in support of the Union's desire to opt out of the BC Transit Health & Welfare Benefit Trust (or its successor trust) with the objective of having an Income Continuance (LTD) Plan provided by the Union no later than June 30, 1999.
- (ii) In addressing this mutual objective, the Employer and the Union may retain benefit consultants and actuaries, whose costs will be equally shared by the parties.
- (iii) The costs for the LTD (Income Continuance) Plan will continue to be borne by the employees. However, this does not preclude any of the new corporate entities after April 1, 1999 from discussing with the Union the possibility of the new employer assuming the costs of the LTD plan in lieu of all, or part of the 2% salary increase which would otherwise apply on April 1, 2000.
- C) The Employer and the Union agree that there should be early intervention in dealing with employee absence problems and that there should be compulsory participation in the rehabilitation program. The Employer acknowledges the benefit of a member of the OPEIU assisting in the rehabilitation and return to work program. This OPEIU representative will work within the Employer's rehabilitation program as and when required. This arrangement will be on a trial basis for a one year period from July 1, 1999 in the Lower Mainland Bus Company. Time spent working in this capacity will be considered a paid leave of absence.

For BC Transit:

For OPEIU, Local 378:

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Dated: March 12<sup>th</sup>, 1999

# Letter of Agreement #20 Medical Examinations

(Previously LOA #21)

The Employer and the Union agree that those persons responsible for administering the return to work program should have the ability to require an employee to undergo a medical examination by a doctor of the employee's choice in cases of excessive absenteeism. The Employer will pay the doctor's charges levied for completion of this report.

For BC Transit:

For OPEIU, Local 378:

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Dated: March 12<sup>th</sup>, 1999

## Letter of Agreement #29 Job Share Agreements

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

### PROCEDURE:

#### a. Requesting Job Share

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

#### b. Approvals

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

If the proposal is approved, the Supervisor or Manager will forward the approved job share proposal to the Human Resources Department for posting.

#### c. Job Sharing Agreement

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

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

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

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

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

Each Job Share Partner is required to work on a full-time basis when the other partner is on annual vacation or sick leave or during any other temporary absence; in cases where the temporary absence is due to a long term illness, the remaining Incumbent will be offered the position on a temporary full-time basis; if the remaining Incumbent does not

wish to revert to full-time status for the duration of the absence, the Company will seek to fill the vacant job share portion in accordance with Article 7; if the job share portion cannot be filled, the job share arrangement will be terminated.

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

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

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

Seniority will be calculated in accordance with the Collective Agreement.

Provisions for Statutory Holiday Pay and Overtime Premiums:

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

Length-of Service Increases and Annual Performance Reviews:

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

The job share Incumbents will receive a Length of Service increase after every 1829 hours of service until they reach the maximum of the pay grade.

A Length of Service increase may be withheld in accordance with the Collective Agreement.

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

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

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



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

**Cancellation of the Job Share Arrangement:**

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

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

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

For the Employer:

For the Union:

Heather Stewart

Dave Park

Dated March 31, 2006

## Letter of Agreement #33

### RE: Modified Work Week - Network Analyst

*(migrated from CMBC/COPE 378 Collective Agreement – LOA #M6)*

This letter shall be applicable to Network Analyst position(s) created in the Information Systems Department after November 16, 2006, as the Employer deems appropriate.

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

It is the intent of the parties that entering into this agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

#### Working Hours

Working hours shall be the equivalent of thirty-five (35) hours per calendar week. The standard hours of work shall start between 13:00 and 15:00 and end between 21:45 and 23:45.

#### Work Day

The work day shall be eight and three quarters (8.75) hours of work, exclusive of the 30 minute lunch period.

#### Work Week

- (a) The standard work week shall be 4 days: Either Monday through Thursday, or Wednesday through Saturday. Where there is only one position, the work week will be as designated by the Infrastructure Operations Team Manager. Where there are two or more positions, shift choices will be as designated by the Infrastructure Operations Team Manager through sign-up.
- (b) The RWWL days are integrated into the three (3) consecutive days off and will no longer be scheduled.
- (c) Coast Mountain Bus Company has the right to change the hours of work in accordance with the provisions of 11.07(a) and days of the week with thirty-six (36) hours notice, subject to mutual agreement between the employee(s) and the Infrastructure Operations Team Manager.

Employees required to change days worked who work five (5) 8.75 hour days in one week as a result, will take another day off in exchange at a mutually agreeable date.

### Work Year

A total of 1826.23 hours shall constitute a work year. The employee(s) may be scheduled to work more, or less, than 1826.23 hours in a specific year. The balance of 1826.23 hours per year shall be achieved while the employees are working under the MWW. The parties agree to review the total annual hours of straight time work performed by all the affected employees each 5 years.

In the event that the total annual hours of straight time is not in accordance with the above, the Parties shall ensure that corrective adjustments are made to achieve the required consistency.

### Salary

All employees shall receive the same rates of pay and be paid in the same manner as they are presently. It is understood that shift premiums under Article 11.04 will apply. To facilitate the Employer working within the existing pay system and the Collective Agreement, the following shall apply:

$$\frac{\text{Monthly Salary}}{152.185} = \text{Hourly Rate}$$

### Overtime

- (a) Overtime shall be paid after 8.75 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.
- (b) All time worked on an employee's scheduled days off shall be paid in accordance with 12.01(c).

### Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement:

$$\frac{\text{Number of Statutory Holidays Per Year} * 7 \text{ Hours Per Day}}{\text{Annual Work Hours Credit Banked}}$$

Annual Entitlement: 77 hrs. taken in 8.75 hr. increments

- (b) Annual entitlement shall be banked and the employees shall take all statutory holidays off that fall on their scheduled work day except as provided in (d) below.
- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent the employees carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If an employee's banked statutory holiday entitlement or any portion of it is not used by December 31 in the applicable year of entitlement, it shall be scheduled as time off prior to April 16 of the following year.

- (d) The parties agree that the Employer has the right to require employees to work on a statutory holiday. Any arrangements for such work will be made in accordance with Article 14.08 of the Collective Agreement.

### Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty-five (35) hours.

*1 <sup>st</sup> – 7 <sup>th</sup> anniversary -	3 weeks
8 <sup>th</sup> – 15 <sup>th</sup> anniversary -	4 weeks
16 <sup>th</sup> – 22 <sup>nd</sup> anniversary -	5 weeks
23 <sup>rd</sup> 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 anniversary occurs, until a total of thirty-five (35) vacation days has been reached.

### Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words "followed by deferred RWWL days".

### Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer of the Union upon sixty (60) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

Dated: November 17, 2006

For Coast Mountain Bus Company

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

For COPE:

Kevin Payne  
Ray Manning  
Ron Williams  
Ralph Paterno

## Letter of Agreement #34 Annual Vacation Sign-up Procedures

For employees who sign-up for annual vacation pursuant to Article 13, the following procedures will apply:

- (a) Each department will hold a *scheduled annual vacation sign-up* for regular employees once a year, to be completed no later than December 31<sup>st</sup> of the year.
- (b) Two weeks' prior to the *scheduled annual vacation sign-up*, the Manager will require each employee to submit a completed Intent form.
- (c) The Manager will determine the number of vacation spots to be allocated for each week of the *scheduled annual vacation sign-up*, based on essential departmental requirements.
- (d) All regular employees will participate in the *scheduled annual vacation sign-up* including those on a temporary transfer, sick leave or on an approved leave of absence.
- (e) Each employee will be assigned a date and time to sign-up, and will be advised of those dates / times a minimum of one week in advance of the *scheduled annual vacation sign-up*.
- (f) If an employee is not present for any reason during his or her assigned date / time, the COPE representative will sign vacation weeks for the employee similar to their current year selection.
- (g) If vacation week(s) become available after the *scheduled annual vacation sign-up* due to employee retirements, terminations, transfers, etc. and if the Manager decides that the week(s) may be made available to other employees, they will be made available to the employees in order of seniority, based on essential departmental requirements.

## Letter of Agreement #35 Sunday Premiums Committee

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

The parties agree to form a joint Committee to review the impacts and costs associated with Sunday premiums, make recommendations, and identify potential solutions.

The parties further agree that this Committee will meet upon ratification of this collective agreement and continue to meet regularly.

## Letter of Agreement #36

### Statutory Holiday Committee

During negotiations for a renewal of the collective agreement which expired March 31, 2011, the Employer expressed concern about the costs associated with the additional statutory holiday, Family Day. While the Parties agreed to add Family Day to the list of statutory holidays set out in Article 14.01, the parties also agree to form a joint Committee to review the issue of statutory holidays.

The parties will review

- The impacts and costs associated with adding a statutory holiday (financial and productivity-related)
- Provincially recognized, official statutory holidays (as governed by B.C. provincial legislation)

The parties will make recommendations, and identify potential solutions.

The parties further agree that this Committee will meet upon ratification of this collective agreement and continue to meet regularly.

## Letter of Agreement #37

### Retiree Benefits Committee

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

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

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



## Letter of Agreement #38 Sick Leave Committee

During negotiations for a renewal of the collective agreement which expired March 31, 2011, the Employer and the Union agreed to meet upon ratification of the collective agreement to discuss the current structure of Sick Leave.

The parties will make recommendations, and identify potential solutions.

The parties further agree that this Committee will then continue to meet regularly.