

MEMORANDUM OF AGREEMENT

BETWEEN:

COAST MOUNTAIN BUS COMPANY LTD.
(the "Company")

AND:

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

WHEREAS:

- A. The Parties are bound to a collective agreement effective from April 1, 2015 through March 31, 2016 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.
- C. The Parties have reached the following agreement.

THEREFORE:

1. Subject to ratification pursuant to sections 2 and 3, the Collective Agreement, including all letters of agreement, is hereby renewed for a term of three (3) years from April 1, 2016 to March 31, 2019 with the attached amendments.
2. The Union will seek and strongly recommend ratification by its members in the bargaining unit of this Memorandum of Agreement.
3. The Company will seek and strongly recommend ratification of this Memorandum of Agreement by its Board of Directors.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from April 1, 2016 unless specifically stated otherwise.
5. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the parties with respect to collective bargaining for the renewal of the Collective Agreement that expired on March 31, 2016. Any amendment to this Memorandum of Agreement must be confirmed in writing by both parties.
6. All items not addressed herein will be considered withdrawn.

7. Following ratification of this Memorandum of Agreement, the Parties agree to exchange draft copies of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of ratification. The Parties agree that the objective will be to have the finalized Collective Agreement within sixty (60) calendar days of the date of ratification.

EXECUTED this 22nd day of July, 2016.

For Coast Mountain Bus Company:

FRY B.O.
[Signature]
[Signature]
Blanchard
[Signature]
Cherry
[Signature]
[Signature]
[Signature]

For COPE:

[Signature]
[Signature]
Thomas Savie
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

1. TERM

The term of the collective agreement will be thirty-six (36) months commencing April 1, 2016 and ending March 31, 2019.

2. WAGE INCREASE

The following wage increases will apply to all classifications:

April 1, 2016:	0.5%
February 1, 2017:	1.3%
April 1, 2017:	0.5%
February 1, 2018:	1.3%
April 1, 2018:	0.5%
February 1, 2019:	1.3%

3. LOST PROPERTY CLERK JOB DESCRIPTION

Effective September 5, 2016, the Employer will change the minimum educational requirement of the Lost Property Clerk from successful completion of Grade 10 to successful completion of Grade 12.

4. SHIFT WORK AND MODIFIED WORK WEEK FOR CERTAIN EMPLOYEES

The Parties agree to the attached amendments to Article 11.01, LOA XX and LOA MX regarding Shift Work and Modified Work Week.

5. ANNIVERSARY DATES

The Parties agree to engage in discussions for the purpose of confirming the definition of "Anniversary" under Article 13.03 of the Collective Agreement.

6. PAY TREATMENT FOR DEMOTIONS

Amend Article 7.08 (b) as follows:

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/she 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/she 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 **in accordance with 7.08 (d) 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.

Add Article 7.08 (d) as follows:

(d) In the case of an employee who accepts an accommodation into a position in a lower pay group, the following salary policy will apply:

- (i) On the first day in the lower grouped job, the employee's salary will be reduced to the maximum of the next lower group than the employee's previous position;**
- (ii) Six months after the employee's first day in the lower grouped job, the employee's salary will reduced to the maximum of the next lower group;**
- (iii) This reduction will continue until the employee has reached the maximum of the pay group in the accommodated position.**

7. MEDICAL SEVERANCE

Add Article 15.XX as follows.

Upon termination, the Employer will provide one week's severance pay for each year of service to regular employees who are not eligible to retire and who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or WorkSafeBC benefits.

8. CLOTHING ALLOWANCES

Amend Article 16 as follows:

- 16.01 (f) Instructors
- upon hire two (2) outerwear jackets, ~~one (1) blazer, two (2) trousers, three (3) shirts, three (3) ties, and either one (1) sweater or one (1) vest~~ and thereafter with replacement on proof of need.
- 16.02 (a) Employees who are issued uniforms shall receive the same cleaning allowance that is paid to the transit operators.
- (b) Lost Property employees shall receive the same cleaning allowance that is paid to employees in (a).**

9. INSURANCE DEDUCTIBLE

Effective the date of ratification, amend Article 17.01 (b) as follows:

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. **Any employee involved in an at-fault collision while using their personal vehicle on employer business shall receive reimbursement from the employer for the deductible paid as a result of such accident, up to a maximum of \$1,000.**

10. NEW CHILD HOMECOMING LEAVE

Amend Article 19.09 as follows:

An male employee shall be granted a leave of absence and shall be compensated at **their his** regular straight-time hourly rate for hours lost from **their his** regular work for **three (3)** ~~two (2)~~ days to attend the birth or adoption of **their his** child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on **their his** regular working day.

11. EXTENDED HEALTH BENEFITS

Effective September 1, 2016, amend the Extended Health Benefits plan to include:

- **Psychological counselling from a registered psychologist at a \$1,000 maximum annually for each employee and eligible dependents.**
- **Chiropractor\$400 per calendar year.**

Effective for employees who enter the bargaining unit after the date of ratification, amend Article 21.01 (e) as follows:

Members of the Union who retire from the Employer's service on pension and who have completed **ten (10)** years of service **in the Employer's MoveUP bargaining unit** 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.

12. GROUP LIFE INSURANCE

Amend Article 21.02 as follows:

(a) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of **\$200,000** ~~\$150,000~~.

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

13. TRANSIT SECURITY DEPARTMENT

Amend Appendix S as follows:

3. Clothing Allowances – Uniformed Security Personnel

Upon hire and thereafter with replacement on proof of need,

One (1) patrol jacket

Two (2) pairs of pants

One (1) pair of outerwear pants

One (1) cap and one (1) toque

Four (4) short sleeve, or long sleeve shirts

One (1) fleece liner

One (1) pair of boots

One (1) pair of gloves

One (1) equipment belt

One (1) radio pouch

One (1) flashlight pouch

One (1) cell phone pouch

One (1) rubber glove pouch

One (1) notebook cover

One (1) notebook carrier pouch

The rest of the Article remains unchanged.

SCHEDULE A – ITEMS PREVIOUSLY AGREED

*The following is a complete summary of the items previously agreed to by the Parties.
These items form an integral part of this Memorandum.*

GENERAL

Union name change to MoveUP
“COPE” and “COPE 378” to “the Union”
OTC to VTC
Sections to Articles

ARTICLES

1.07 (c)	Full-Time Temporary
1.07 (d)	Casuals
3.07 (2)	Expedited Arbitration
4.06	Training Premium
7.11 (d)	[untitled]
8	Layoff and Recall
8.01 (c)	[untitled]
9.01	Just Cause
10.01 (d) (ii)	[untitled]
10.01 (d) (iii)	[untitled]
11.02	[untitled]
11.02 (g)	[untitled]
12.05 (a)	Standby Duty and Telephone Consultation
13.05	Past Service Credits
14.02	Statutory Holidays
15.04	Past Service Credits
15.05 (a)	Medical Certificate Requirement
16.01 (d)	Mail Truck Drivers
23	Personal Rights

LOA'S

2	Re: Personnel and Dues Deduction Information
11	Ambassador Program
15	Provisions of Information to Union
17	Transition Issues
18	Sick Leave/Long Term Disability
21	Holiday Block Depot Coordinator Shifts
23	Shift Sign-Up Procedures and Vacation Sign-Up Procedures
24	Article 10.01(d)(iii)
34	EI Premium Reduction Program
47	RE: Customer Information Automation Relief Positions
XX	Using Banked Time to Cover Family Responsibility Leave (FRL)
XX	RE: New Hires to Fleet Maintenance Assistant Position after July 1, 2009

APPENDICES

S	Guard to Officers
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Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

The Parties agree to the following additions and amendments to the Collective Agreement.

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

Article 11.01 – Shift Work

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.

Applications Support Coordinator	Depot Work Leader
CTS Clerk	Farebox Attendant
CTS Dispatch Clerk	Farebox Receipts Attendant
Customer Information Automation Relief	Farebox Receipts Work Leader
Customer Information Clerk	General Investigations Officer
Customer Information Data Administrator	General Security Patrol
Customer Information Trainer	Maintenance Clerk
Customer Information Work Leader	Security Operations Coordinator
Customer Relations Representative	Traffic Checker
Customer Relations Work Leader	Traffic Checker WorkLeader
Depot Coordinator	Instructor
Lost Property Clerk	Occupational Safety and Health Officer
Lost Property Work Leader	

The remainder of the Article to remain unchanged.

The Parties agree to LOA #XX as follows:

LOA #XX – Shift Workers Transition

This letter shall be applicable to the following positions:

- **Instructor;**
- **Lost Property Clerk;**
- **Lost Property Work Leader; and**
- **Occupational Safety and Health Officer.**

The above-noted positions will be included in the Shift Job List in Article 11 of the Collective Agreement, with the understanding that Current Employees as defined below will remain subject to Article 10 unless they choose to become shift workers under Article 11. Future Employees as defined below will be subject to Article 11. Current Employees who choose to become shift workers may do so at any time, but once they choose to do so, they cannot revoke this choice.

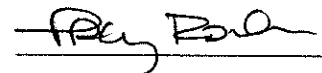
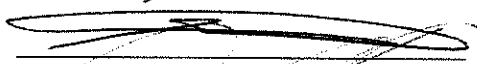

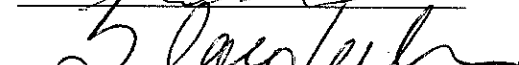
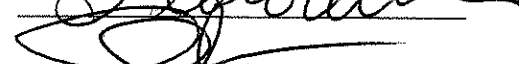
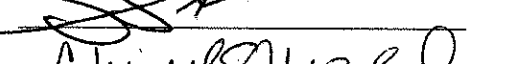


“Current Employees” are employees who hold one of the above-listed positions as of the ratification of this agreement. “Future Employees” enter the position after the date of ratification.



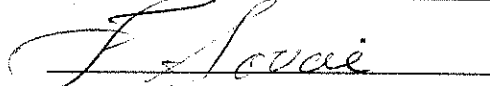


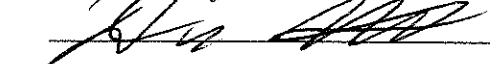
For the Instructor and Occupational Safety & Health Officer groups, it is understood that at least 50% of each group, both Current and Future Employees, will work Monday to Friday, with a starting time between 07:30 and 08:30 depending on whether they are shift workers or non-shift workers.

This Letter of Agreement shall be in effect so long as Current Employees remain employed in their current classifications.

For Coast Mountain Bus Company:

For COPE:

Dated this 23rd day of July, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

LOA #MX – RE: Modified Work Week – Occupational Safety & Health Officers

The Parties agree to LOA MX as follows:

This Modified Work Week (MWW) Letter of Agreement shall be only applicable to Occupational Safety & Health Officers that are “Current Employees” in accordance with LOA XX.

All terms and conditions of employment in the Collective Agreement shall be applicable unless specifically amended by this Letter of Agreement.

It is the intent of the Parties that entering into this Letter of 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 be 0730-1645. If the Company and one or more employees agree to alternate hours, either Party has the right to cancel that arrangement and revert to the standard hours with 36 hours’ notice.

Workday

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

Work Week

- (a) The standard workweek shall be four (4) days: Either Monday through Thursday, or Tuesday through Friday. When an employee vacates a position, the Company will grant the remaining employees an opportunity to change their days off, in seniority.
- (b) The RWWL days are integrated into the three (3) consecutive days off and will no longer be scheduled.
- (c) Twelve (12) times per year, Occupational Safety & Health Officers may be assigned hours of work within the Authorized Variations as defined in Article 10.01. In the case that the Officer is required to work within the Authorized Variations, he/she will be eligible for the appropriate shift premium as per Article 11.04.

- (d) The Company has the right to change the hours of work in accordance with the provisions of 10.01(d)(i) and days of the week with thirty-six (36) hours' notice, subject to mutual agreement between the employees and their supervisor. It is understood that if absences, staff turnover or other events affect experienced coverage in the department, the employees will adjust their work days as directed to ensure adequate coverage in the department.

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 1826.25 hours shall constitute a work year. Participating employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 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 five (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. To facilitate the Employer working within the existing pay system and the Collective Agreement, the following shall apply:

$$\frac{\text{Monthly Salary}}{12} = \text{Hourly Rate}$$

152.185

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 Article 12.01(c) of the Collective Agreement.
- (c) Employees who are called in on an emergency on a regular day of work will be paid overtime for all hours worked outside of their regularly scheduled hours, and will be paid straight time for all hours worked within their regularly scheduled hours.

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 workday 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 deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

If an employee's banked statutory holiday entitlement is insufficient to cover all the time taken off as statutory holidays, the shortfall will be covered by other time-off banks of the employee's choice.

- (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.

Sick Leave

Sick leave shall be provided as specified in Article 15.00. All reference to days shall be converted into hours; for the conversion purposes one (1) day equals seven and one half (7 ½) hours.

Opting Out

An employee may elect to opt out of the Modified Work Week agreement by writing to the Department Manager. If an employee opts out of the agreement all working conditions will be according to the Collective Agreement and this LOA will not apply to that employee. If such a request is made, it will take effect at the start of the second pay period following the Employer's receipt of the request. An employee who has opted out may request in writing to opt back into the agreement after a waiting time of at least six (6) pay periods. This LOA will apply to the employee at the start of the first eligible pay period after the request is granted.

Continuation

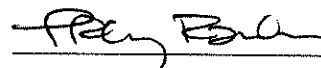
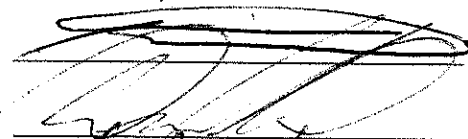
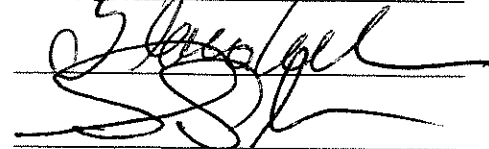
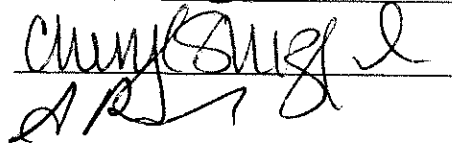
This letter shall remain in force as part of the Collective Agreement except as follows:

Continuation of the MWW for participating employees is contingent upon the absence of cost increases to the Company and the maintenance of an equivalent level of productivity to that which was achieved prior to the introduction of the MWW.



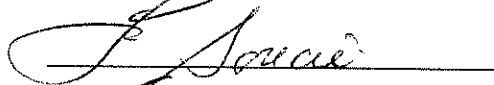

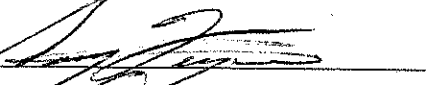

This letter is subject to cancellation by either the Company or the Union upon thirty (30) calendar days' written notice to the other party.

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.

For Coast Mountain Bus Company:

For COPE:

Dated this 22nd day of July, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 1.07 (c) – Full-Time Temporary

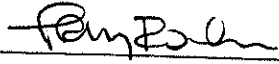
The Parties agree to amend the language of Article 1.07 (c) as follows:


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.


The remainder of the Article to remain unchanged.

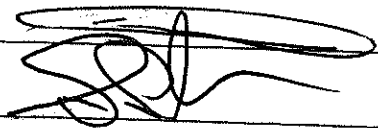
For Coast Mountain Bus Company:


For COPE:










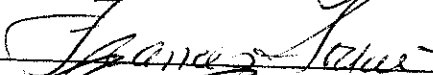















Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 1.07 (d) – Casuals

The Parties agree to amend the language of Article 1.07 (d) as follows:

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. **Services of casual employees may be terminated by giving or receiving twenty-four hours' notice.**

For Coast Mountain Bus Company:

For COPE:

Ray Bore
Barley
S. Carobello
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

Article 1.07 (d) - Casuals

The Parties agree to amend the language of Article 1.07 (d) as follows:



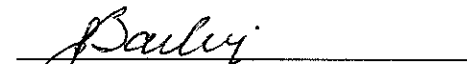
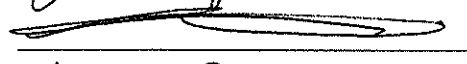


(d) Casuals

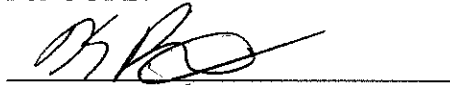
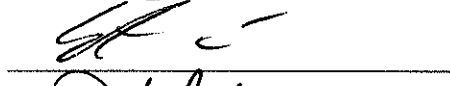


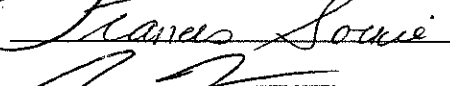

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to 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. **Services of casual employees may be terminated by giving or receiving twenty-four hours' notice.**

The Employer shall not hire or use casual employees to avoid the continuance, creation or filling of positions for or by full-time regular employees, part-time regular employees, or full-time temporary employees, as the case may be.

For Coast Mountain Bus Company:

For COPE:

Dated this 22nd day of July, 2016.

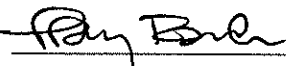
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Article 3.07 (2) – Expedited Arbitration


The Parties agree to amend the language of Article 3.07 (2) as follows:

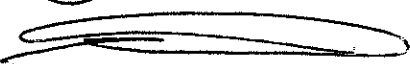
2. The expedited arbitrators, who shall act as sole arbitrators, shall be **Mark Brown, Emily Burke, Joan Gordon, David McPhillips Julie Nichols, Elaine Doyle, and Leon Getz Brian Foley.**


For Coast Mountain Bus Company:









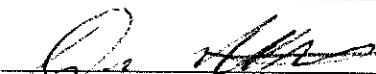





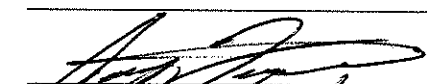
For COPE:

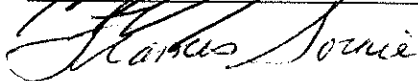












Dated this 27 day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

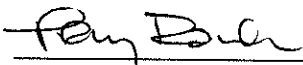
4.06 Training Premium


The Parties agree to amend Article 4.06 as follows:

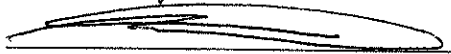
In classroom-style training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction. **This premium is only payable where typical classroom training occurs or is simulated and includes such elements as: a prescribed curriculum, the preparation of materials and/or lesson plans, a choice of teaching methodologies, and a formal assessment of the candidates.**


For Coast Mountain Bus Company:


For COPE:
















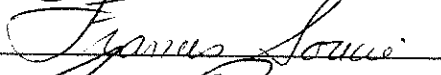















Dated this 22nd day of July, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 7.11 (d)

The Parties agree to amend the language of Article 7.11 (d) as follows:

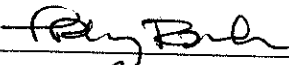
Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have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


Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and bulletin 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.

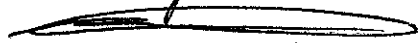
Testing used in job selection competitions will be relevant to the job duties of the posted position.

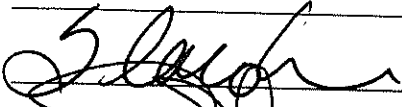
The Company will ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

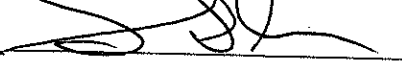
For Coast Mountain Bus Company:















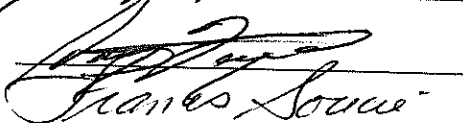
For COPE:











Dated this 3rd day of May, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 8 – Layoff and Recall

The Parties agree to amend Article 8 as follows:

- 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. **During this meeting, the Parties will determine if the layoffs are to be handled in accordance with Article 8.01 or 8.09.**
- (b) The basic principle in applying layoff to any regular employee shall be last hired, first laid off **within the classification at the location affected** provided the retained employee can perform the job. **It is understood that employees either placed in a vacancy or exercising bumping rights under Article 8.02 and 8.03 shall be governed by the following:**
- (i) **Full time regular employees are eligible for full time or part time regular positions. Part time regular employees are eligible for part-time or casual positions.**
- (ii) **Employees who are placed or who bump into a position are only eligible for such position if, 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.**
- (c) 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.
- (d) **Employees so affected will be offered the following in the following order:**
1. **The employee may choose to bump a junior employee within the classification or accept placement in a vacancy in accordance with Article 8.02;**
 2. **Failing the above, the employee may choose to bump in accordance with Article 8.03 or elect severance pay in accordance with Article 8.04.**

Regardless of whether an employee is placed in a vacancy or is allowed to bump, if after thirty (30) working days the employee is unsuccessful in the position, the employee is eligible for a second position through the methods set out above. If the employee is unsuccessful in the second position after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06 and may elect severance in accordance with Article 8.04.

- (e) The intent of this language is to minimize the effect of a layoff notice on other bargaining unit employees.

8.02 Placement

(a) Placement in an equal or higher group position

The Employer will endeavour to place a regular employees ~~laid off so affected~~ in a other vacant positions of equal group to the position held by the employee or to a higher group position previously held by the employee in accordance with Article 8.01(b). An employee offered such a position is required to accept the position. ~~within the Division or Employer for which, in the opinion of the Employer, they are~~ 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.~~

In such cases the Union agrees to waive the requirement to ~~bulletin post~~.

(b) Placement in a lower group position

Where placement in an ~~equal~~ a lower level group position job in the employee's Regional Transit Service Area is made available to an employee in accordance with Article 8.01(b) the employee may:

- (i) elect to accept the position; or
- (ii) exercise ~~shall not have any~~ bumping rights under this Article.

In such a case, the employee is required to declare their election within 5 working days of the offer for placement. If another vacancy arises before the employee has so declared, the employee may be offered the other vacancy for consideration, but must still declare within the original 5 working days timeframe.

If the employee elects to bump, the employee may choose to accept a lower group vacant position in accordance with Article 8.01(b) if one becomes available before the bump occurs.

It is understood that at any time before the bump occurs, if a vacancy in the same or higher job group arises in accordance with Article 8.01(b), the employee is required to accept that vacant position.

~~provided that the placement would not require payment of moving expenses as outlined in Article 17~~

8.03 Bumping

A regular employee who is subject to layoff, and **who is eligible to bump under Article 8.02**, ~~not eligible for placement under 8.01(e)~~, may elect to exercise ~~his/her~~ **their** bumping rights **in accordance with Article 8.01(b)**, ~~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:~~
- (a) (i) **They may bump** ~~a~~An employee with less seniority in a job which the employee subject to layoff ~~previously held as a regular employee, or~~
- (ii) **They may bump an employee with less seniority in** ~~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, or severance in accordance with Article 8.03. 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 and may elect severance in accordance with Article 8.03. This type of bumping is limited to the Service Area in which the employee is currently employed.~~
- (b) Regular employees who are bumped under the foregoing provisions ~~may~~ **shall** in turn ~~be laid off in accordance with~~ ~~exercise their seniority to bump other employees in accordance with this Article.~~

8.04 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~~ **Article 8.03** 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.
- 8.05** (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.
- 8.06** 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.
- 8.07** (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 bulletined 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 Manager, 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.~~ **shall post the position in accordance with Article 7.**

- (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 group 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.

8.08 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.

8.09 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 downgrouping 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 8.032.

(iv) Salary Treatment

Regular employees affected by this Article who are placed in lower level group positions shall receive salary treatment under Subsection 7.08(c).

- (c) Regular employees who are unable, or refuse to bump under Subsections 8.032(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

For Coast Mountain Bus Company:

Frank Bell
Spaulley
[Signature]
Blaich
[Signature]
Cheryl Snuggs

For COPE:

[Signature]
[Signature]
D. Helle
Francis Louie
[Signature]
[Signature]

Dated this 29 day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

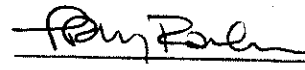
Article 8.01 (c)

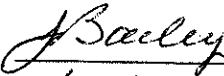
The Parties agree to amend Article 8.01 (c) as follows:

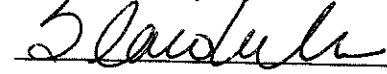
The Employer will endeavour to place regular employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.


In such cases the Union agrees to waive the requirement to bulletin. 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.

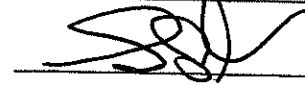
For Coast Mountain Bus Company:



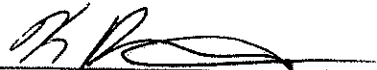












For COPE:














Dated this 27th day of April, 2016.

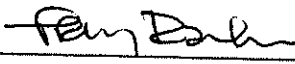
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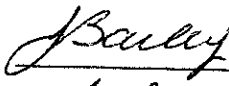
Article 9.01 – Just Cause


The Parties agree to amend Article 9.01 as follows:


The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. **In cases of potential dismissal or discipline requiring investigation, the Employer shall have the right to place an employee on Administrative leave with pay during the investigation. Administrative leave shall not be considered as disciplinary.**

For Coast Mountain Bus Company:













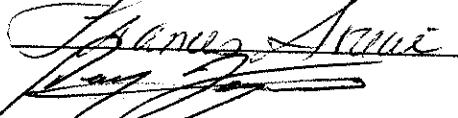
For COPE:











Dated this 27th day of April, 2016.

Sign-off Document between
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Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 10.01 (d)(ii)

The Parties agree to amend Article 10.01 (d)(ii) as follows:

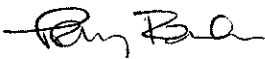
(ii) Lunch break – Standard ~~—per current local practice—~~ **one half (1/2) hour**

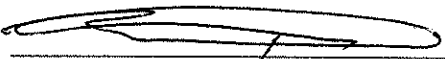
Authorized Variation ~~—one half (1/2) hour or one (1) hour.~~

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

Subject to prior Management approval, employees may combine their rest period(s) and/or lunch break.

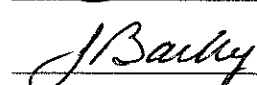
For Coast Mountain Bus Company:







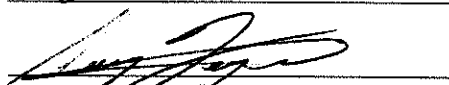


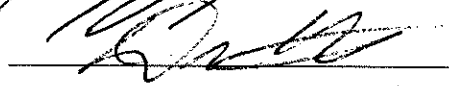


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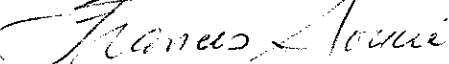












Dated this 29th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 10.01 (d) (iii)

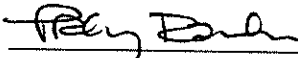
The Parties agree to amend the language of Article 10.01 (d) (iii):

(iii) Work Week – Standard – Monday through Friday


Authorized Variation – Monday through Saturday in the **Pay Training** Department.
Employees permitted to work an authorized variation may be amended by agreement
of the Parties.

For Coast Mountain Bus Company:

For COPE:

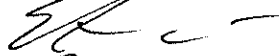












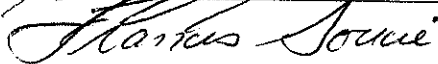












Dated this 3rd day of May, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
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for the Contract expiring March 31, 2016

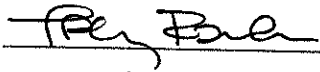
Article 10.01 (d) (iii)


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

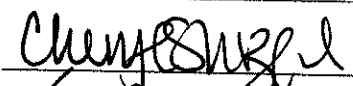
(iii) Work Week – Standard – Monday through Friday

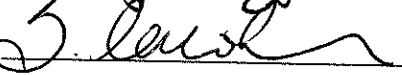
Authorized Variation – Monday through Saturday in the **Pay Training Department**
and the Lost Property Department. Employees permitted to work an authorized
variation may be amended by agreement of the Parties.

For Coast Mountain Bus Company:

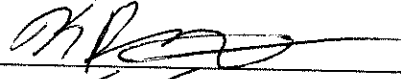


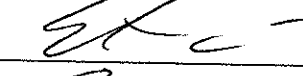





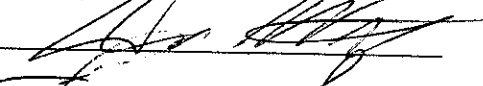


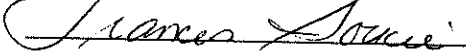
For COPE:











Dated this 3rd day of June, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

The Parties agree to remove Article 11.02 (f) and amend Article 11.02 (e) as follows:

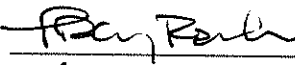
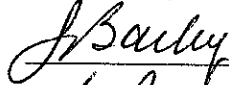
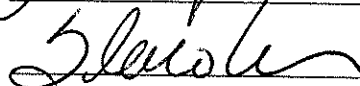
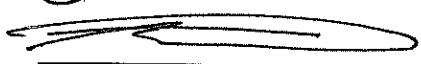
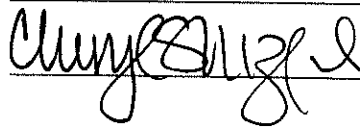
(e) **Lunch and Rest Periods**

- (i) 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.
- (ii) **A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift.**
- (iii) **Subject to prior approval, employees may combine any two breaks (either their lunch period and rest period, or both rest periods). No break can be taken within the first or last half hour of the shift.**




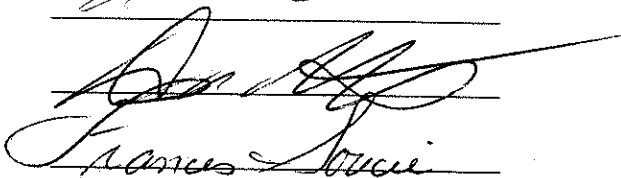
(f) ~~Rest Period~~

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

For Coast Mountain Bus Company:

For COPE:

Dated this 1st day of June, 2016.

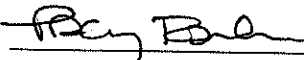
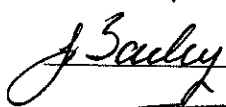
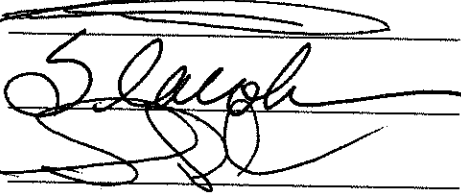
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for the Contract expiring March 31, 2016

New Article 11.02 (g)





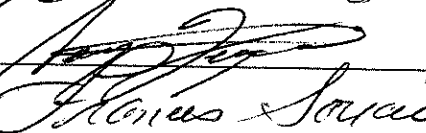
The Parties agree to Article 11.02 (g) as follows:

(g) Shift trades are for payroll.

For Coast Mountain Bus Company:

For COPE:

Dated this 3rd day of May, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 12.05 (a) – Standby Duty and Telephone Consultation

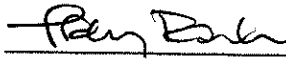
The Parties agree to amend the language of Article 12.05 (a) as follows:

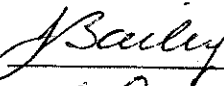
Standby Duty (~~IS&S Department~~, Fire Prevention and Safety Department)


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.


The remainder of the Article to remain unchanged.

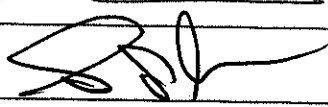
For Coast Mountain Bus Company:






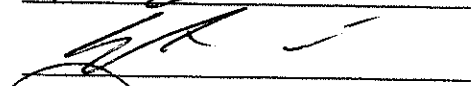





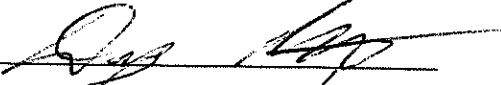


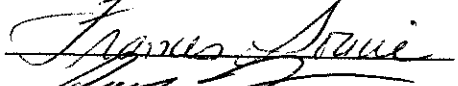
For COPE:














Dated this 27th day of April, 2016.

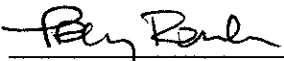
Sign-off Document between
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Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

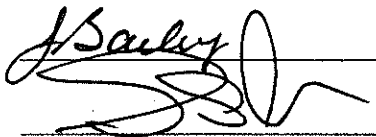
Article 13.05 – Past Service Credits


The Parties agree to amend the language of Article 13.05 as follows:

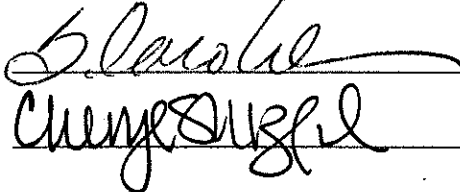
All employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC CMBC or their-its predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Employer after 1985-11-06 will receive credit 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.

For Coast Mountain Bus Company:







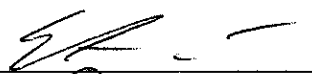


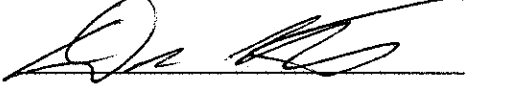


For COPE:









Dated this 15th day of June, 2016.


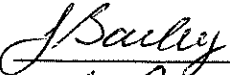

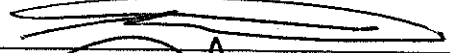

Sign-off Document between
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Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 14.02 – Statutory Holidays



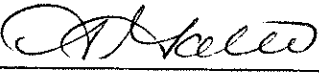
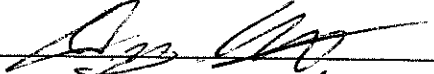
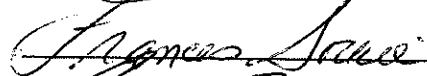

The Parties agree to amend the language of Article 14.02 as follows:

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to ~~eleven (11)~~ **twelve (12)** 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, or the pay period following. 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.

For Coast Mountain Bus Company:

For COPE:

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

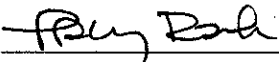
Article 15.04 – Past Service Credits


The Parties agree to amend the language of Article 15.04 as follows:

All employees entering the Employer's service ~~on 1985-11-06~~ who have had service with ~~BC Transit, MTOC CMBC~~ or any of ~~their~~ its 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.~~

For Coast Mountain Bus Company:

For COPE:



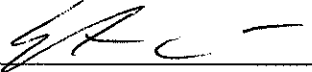





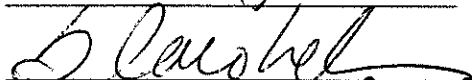


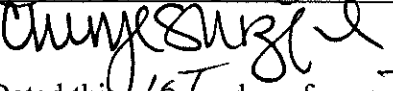












Dated this 15th day of June, 2016.

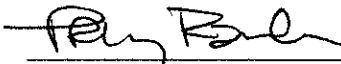
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Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016


Article 15.05 (a) – Medical Certificate Requirement


The Parties agree to amend the language of Article 15.05 (a) as follows:


- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) ~~may~~ **will** 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~~ **will** 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).


For Coast Mountain Bus Company:

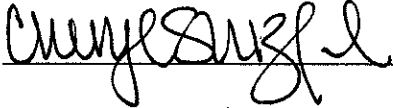










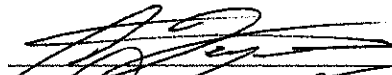





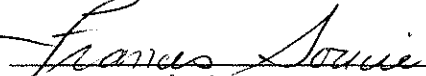
For COPE:














Dated this 3rd day of June, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

Article 16.01 (d) – Mail Truck Drivers

The Parties agree to remove Article 16.01 (d) as follows:

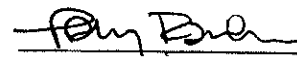
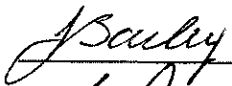

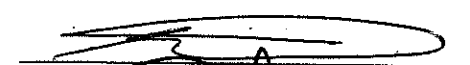

Mail Truck Drivers

Upon hire


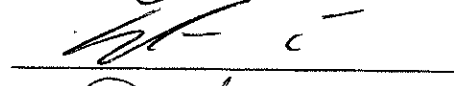


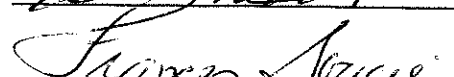
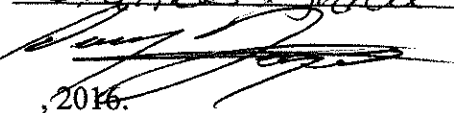
~~— a uniform consisting of a jacket and two (2) pairs of trousers with replacement on proof of need;~~

~~— on presentation of a cash receipt, reimbursement for cleaning and necessary repairs to uniforms.~~

For Coast Mountain Bus Company:

For COPE:

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

Article 23 – Personal Rights

The Parties agree to amend the language of Articles 23.01 (a), (b), (c), (d), and (e) as follows:

23.01 Prevention of Workplace Bullying and Harassment

The Company and the Union acknowledge that all employees have the right to work in an environment free from **bullying and** harassment and where employees treat each other with dignity and respect. The parties agree to work together under the corporate Prevention of Workplace **Bullying and** Harassment Policy to ensure that the workplace is **bullying and** harassment-free.

Workplace Bullying and Harassment Defined

Bullying and 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 **bullying and** harassment. These include **Discrimination** (Human Rights) based **bullying and** harassment and General **Bullying and** Harassment.

(a) Human Rights-Discrimination Based Bullying and Harassment

~~Human Rights Discrimination~~ based **bullying and** harassment is based on the grounds (listed below) ~~prohibited~~ **protected** by the BC Human Rights Code:

- **Race, colour, ancestry, place of origin**
- **Political beliefs**
- **Religion**
- **Marital status**
- **Family status**
- **Physical or mental disability**
- **Sex (including pregnancy, transgender)**
- **Sexual orientation**
- **Age (if 19 or more)**
- **Conviction of a criminal or summary offence not related to the employment**

~~(i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, or criminal conviction unrelated to employment).~~

~~Human Rights-based Harassment~~ **Discrimination** 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, or requests;
- Sexually suggestive, obscene or degrading comments, remarks, or gestures, or innuendoes;
- Offensive jokes of a sexual nature;
- Leering or staring **unnecessary physical contact**;
- Displaying or circulating **pornographic** 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 behaviour that is coercive, forced, threatening or unwanted.

(b) General **Bullying and Harassment**

All other forms of **bullying and harassment** not linked to the ~~prohibited~~ **protected** grounds specified in the BC Human Rights Code fall within the category of General **Bullying and Harassment**.

(c) Examples of **Bullying and Harassment Conduct**

Both ~~Human Rights-based~~ **Discrimination** and General **Bullying and Harassment** share similar types of conduct, however as indicated above, ~~Human Rights-based Harassment~~ **Discrimination** is conduct that is linked to the ~~prohibited~~ **protected** grounds defined by the BC Human Rights Code. ~~Both types of~~ **Discrimination and General Bullying and 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; and
- **Harmful initiation or hazing practices;**

- **Vandalizing personal belongings;**
- **Cyber bullying and harassment.**

Harassment is not:

- ~~properly discharged supervisory responsibilities.~~
- **Any reasonable action taken by the employer or supervisor relating to the management and direction of employees in the workplace.**
- Disagreements between employees (worker to worker) that do not fall into the categories of **bullying and** harassment as noted above.

(d) Informal Complaint Resolution Process

(i) Filing a Complaint

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

- **Tell the alleged harasser(s) to stop, if possible;**
- **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 able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or CMBC representative and/or the CMBC confidential harassment telephone line.**

(ii) Investigation

The Company 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 complainant disagrees with the attempted informal resolution, and if the complaint involves ~~Human Rights based Harassment~~ **Discrimination**, there will be a joint investigation of the complaint.

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

Formal ~~Human Rights based harassment~~ **Discrimination** complaints involving either two **COPE Union** members or a **COPE Union** member and an exempt employee or an employee from another jurisdiction, will be jointly investigated. The Union, in consultation with the Company, will appoint **COPE Union** harassment investigators. The Union designate will ensure that the **COPE Union** harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Company may appoint a neutral third party investigator and will involve a harassment investigator from each Union jurisdiction.

~~Discrimination Human Rights based harassment~~ complaints that are proceeding to the Formal Complaint Resolution step must:

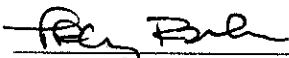
1. Be submitted in writing to the CMBC Manager responsible for **Discrimination Human Rights** issues, or designate, and copied to the designated **COPE Union** harassment representative;
2. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
3. It is the intention of the Union and the Company that the investigation will commence within fifteen (15) days of the lodging of the complaint. An extension of time limits may be granted by mutual agreement.


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 persons 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 completion of the investigation the parties will prepare a joint **report with the investigations findings and overall** recommendations. 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 Company and the Union will share the cost for the investigator equally.

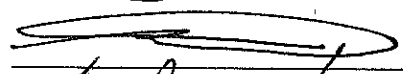
This process in no way precludes the complainant's rights to seek action under the applicable Human Rights legislation.


For Coast Mountain Bus Company:

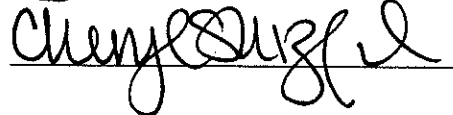













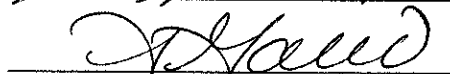


For COPE:









Dated this 15th day of June, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

LOA #2 – Re: Personnel and Dues Deduction Information

The Parties agree to remove LOA #2.

For Coast Mountain Bus Company:

For COPE:

Ray Bahr
Barley
S. Sander
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]




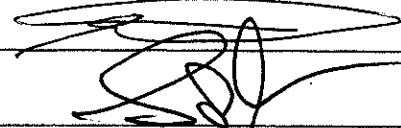
Dated this 27th day of April, 2016.

Sign-off Document between
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Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016


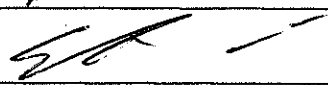

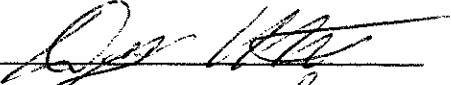
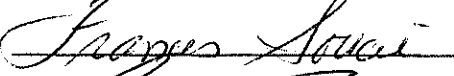

LOA #11 – Ambassador Program

The Parties agree to remove LOA #11.

For Coast Mountain Bus Company:

For COPE:

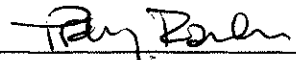
Dated this 27th day of April, 2016.


Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016


LOA #15 – Provisions of Information to Union


The Parties agree to remove LOA #15.

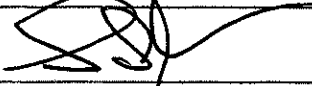
For Coast Mountain Bus Company:












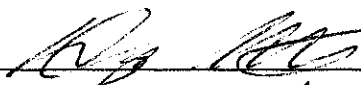


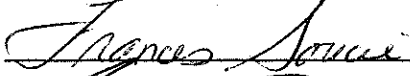
For COPE:














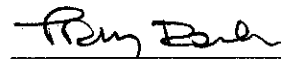
Dated this 27th day of April, 2016.

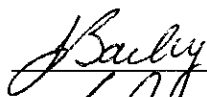
Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016


LOA #17 – Transition Issues

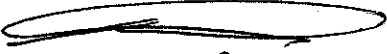
The Parties agree to remove LOA #17 (a) and (b). The remainder of the LOA is to remain unchanged.


For Coast Mountain Bus Company:









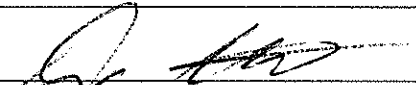


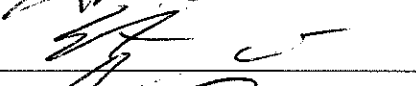


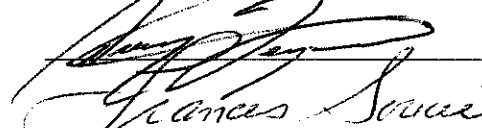
For COPE:











Dated this 27 day of April, 2016.

Sign-off Document between
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Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

LOA #18 – Sick Leave/Long Term Disability

The Parties agree to remove LOA #18.

For Coast Mountain Bus Company:

Ray Dal
Bailey
S. Lunde
[Signature]
[Signature]

For COPE:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

LOA #21 – Relief Holiday Block Depot Coordinator Shifts

The Parties agree to amend the above LOA as follows:

The Parties agree to establish a centrally co-ordinated group of ~~Relief~~ **Holiday Block** Depot Coordinator Shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. ~~The three (3) Three (3) existing Holiday Block Depot Coordinator shifts (two at VTC and one at BTC) shall remain at VTC in their current properties. Each other property shall have one (1) Holiday Block Depot Coordinator shift. The only change to these shifts shall be that they Holiday Block Depot Coordinators will assume the days off of the Coordinators on vacations, banked stats or RWWL's for which they are providing relief. VTC Holiday Block Depot Coordinators who cover a shift with a prescheduled RWWL day and end up with more or less than one RWWL day in a three week period, will have their schedule adjusted to ensure they have one RWWL in that period.~~

~~These shifts shall be exempt from the remainder of this letter except #2 below.~~

All new **Relief Holiday Block** Depot Coordinator shifts will be required to assume the days off of the Coordinators on vacations, banked stats or RWWL's for which they are providing relief. (See #5 below)

2. **Relief Holiday Block** Depot Coordinators Shifts will have four days off in every pay period, give or take up to two days, but will be exempt from the provisions of Article 11.02(a). ~~It is understood that if Coast Mountain Bus Company Ltd. changes the pay period from the current arrangement, the parties will meet to discuss this clause.~~
3. These shifts shall be added to the Depot shift sign-ups and shall be highlighted and marked as "may be required to work at other Transit Centres". These shifts will be available for any Coordinator in the property to sign in accordance with aArticle 11.05.
4. In cases where there are two (2) or more Holiday Block/~~Relief~~ shifts resident at a given Transit Centre, the employees wishing to sign the Holiday ~~B~~block/~~Relief~~ shifts must indicate their intention and will sign for their specific shifts after all other Full-Time Regular Depot Coordinators have signed. Once all Depot Coordinators have signed their shifts, those Depot Coordinators signing Holiday/~~Block~~ ~~Relief~~ shifts will select their work in one week pieces in accordance with Article 11.05. ~~It is understood that there will be two (2) Holiday Block shifts at Vancouver Transit Centre that will be restricted to signing VTC~~

work only, and one (1) Holiday Block shift at Burnaby Transit Centre that will be restricted to signing BTC work only.

5. It is understood that Coordinators signing the relief **Holiday Block** shifts mentioned above may be required to work at another property as scheduled or when they are not providing coverage **at their property**, for another employee on vacations, banked stats or RWWL days. ~~The depots shall provide their staff plan, on a quarterly basis, to the Standards Department. It is understood that if a Coordinator is required to work a calendar week or longer at a property other than their assigned property the Employer will endeavour to assign them to the next closest property. The scheduling of this shall be done by the Standards Department with proper regard to seniority. Relief Depot Coordinators from Depots other than VTC who cover a shift at VTC that contains a prescheduled RWWL day will be required to work the day in question. In such circumstances, the following will apply:~~

(a) **If a week or longer at another property requires coverage, this week will be offered to available Holiday Block Coordinators at other properties in seniority order, with the understanding that the junior Holiday Block Coordinator will be required to sign the uncovered week(s);**

(b) **If, even after (a), a Holiday Block Coordinator is not covering work during the sheet, their days off for the particular week(s) will be determined at sign-up;**

(c) **Assignments will be given as soon as possible but no later than two (2) weeks prior;**

(d) **Assignments will be any shift at any Depot.**

6. In order to efficiently schedule the Relief **Holiday Block** Depot Coordinator Shifts, it is understood and agreed that all Depot Coordinators will be required to bank ~~ten (10)~~ **fifteen (15)** of their RWWL days to be **signed taken off** in ~~two~~ **three (3)** blocks of five (5) consecutive days **following the statutory holiday sign up**. The remaining ~~seven (7)~~ **two (2)** RWWL days may be taken as random days off and scheduled by mutual agreement of the employee(s) and his/her supervisor. ~~If an employee so chooses, he/she may sign an additional five (5) RWWL days as a block. Notwithstanding the foregoing, it is understood between the parties that the Employer maintains its right to schedule RWWL days at Vancouver Transit Centre in accordance with the current practice.~~

7. It is understood that Depot Coordinators must bank five (5) statutory holiday days. If an employee so chooses, he/she may sign an additional five (5) statutory holiday days. These days will be signed as time off in five (5) day blocks following the annual vacation sign up. **The remaining statutory holiday days may be taken as random days off and scheduled by mutual agreement of the employee(s) and his/her supervisor.**

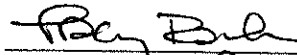


If toward the end of the calendar year it appears that the employee will be ineligible to receive pay for statutory holidays already taken as time off, or scheduled to be taken as time off, the employee may make up for that pay in accordance with the following:




- (a) ~~Upon mutual agreement between the Employer and the employee, the~~ employee may ~~elect~~ **request** to work a day scheduled as time off for a statutory holiday. **The request will not be unreasonably denied.** The employee may perform this work at any Depot **as determined by the Employer** and will not be paid any travel time or allowance.
 - (b) The employee may make up the shortage in pay by utilizing any unused banked time off.
 - (c) If there is no unused banked time available for the employee to use, the employee **will be granted a Leave of Absence without pay.** ~~may use an unearned RWWL day. This time will be recovered in the next calendar year. Under no circumstances will the employee be allowed to use more than five (5) unearned RWWL days to cover such shortages.~~
8. Coordinators required to work at another operating centre shall receive a travel allowance in accordance with Article 17.01(a) but will be exempt from Article 12.03 (based on the extra distance actually travelled over and above the distance the employee normally travels from his/her home to work).
 9. ~~It is understood that when an employee working a Relief Coordinator Shift is working a week that is not blocking for another Coordinator, the days off for that week will be the same as the days off that applied in the previous week.~~
 10. ~~It is understood that the new shifts will be assigned to a particular Transit Centre.~~
 10. The Parties agree to meet on an annual basis, following the annual vacation sign-up, to review the relief requirements and depot shifts on a system-wide basis.


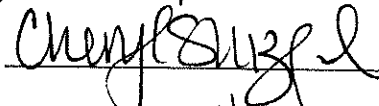
Revised effective **Ratification Date.** ~~March 17, 2014~~


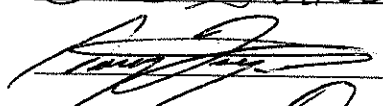
For Coast Mountain Bus Company:

For COPE:






Dated this 22nd day of July, 2016.



Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

LOA #23 – Shift Sign-Up Procedures and Vacation Sign-Up Procedures

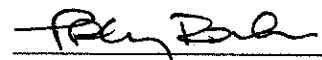
The Parties agree to amend the above LOA as follows:


Vacation Weeks that become available after the Annual Vacation Sign-up:

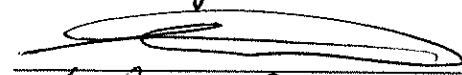
- (a) If a vacation week becomes available during the vacation year because of Retirement, Termination, Transfer, etc, and if the Manager decides that the week may be made available to other employees, the following procedures will apply:
 - i) the week will be made available to employees, in order of seniority, **with banked vacation. If the week remains unsigned by anyone with banked vacation, the week may then be made available to employees** who did not have the opportunity to sign it during the Annual Vacation Sign-up, and
 - ii) if a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority, who did not have the opportunity to sign it during the Vacation Sign-up. This process will continue until no employee wishes to schedule the available week(s).

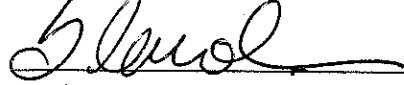
The remainder of this LOA remains unchanged.

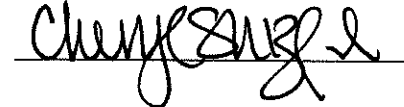
For Coast Mountain Bus Company:









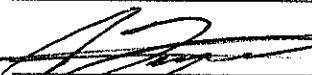


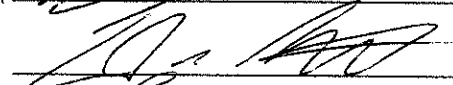



For COPE:











Dated this 3rd day of June, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

LOA #24 – Article 10.01(d)(iii)

The Parties agree to remove LOA #24.

For Coast Mountain Bus Company:

Ben Bell
Bailey
Sandhu
[Signature]

For COPE:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees (Local 378)
for the Contract expiring March 31, 2016

LOA #34 – EI Premium Reduction Program

The Parties agree to amend the language of LOA 34 as follows:

~~December 10, 2003~~

~~Mr. Dave Park _____ Mr. Andy Ross
Senior Union Representative _____ Vice President
COPE, Local 378 _____ COPE, Local 378
2nd Floor, 4595 Canada Way _____ 2nd Floor, 4595 Canada Way
Burnaby, BC V5G 4L9 _____ Burnaby, BC V5G 4L9~~

Dear Sirs:

~~EI Premium Reduction Program~~

~~During the course of negotiations between the parties regarding the transfer of the COPE Income Continuance (IC) Plan from the Transit Employees' Health & Benefit Trust to the COPE Trust, the issue of the Plan's eligibility under the EI Premium Reduction Program was discussed.~~

It is agreed that the Employer, upon request of the **COPE Union** will submit an application to the EI Premium Reduction Program. If successful in this submission, the parties will form a joint committee to discuss the allocation of the Employer's portion of the Premium Reduction amount.


The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input. The Employer will give every reasonable consideration to proposals put forward by the Union.


Yours truly,

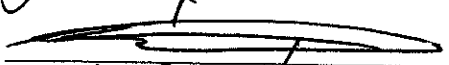
~~Original Copy Signed~~

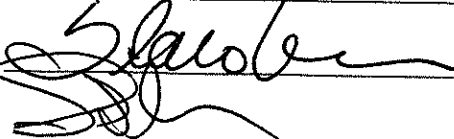
~~Hunter Rogers
Senior Labour Relations Advisor
Coast Mountain Bus Company~~

For Coast Mountain Bus Company:


~~









_____~~

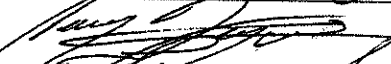
For COPE:

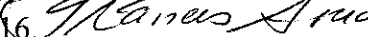
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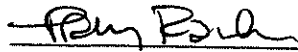

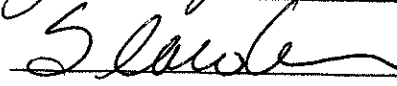
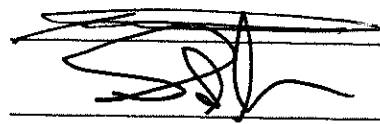
Dated this 3rd day of may, 2016

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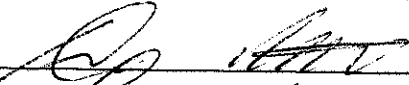


LOA #47 – RE: Customer Information Automation Relief Positions

The Parties agree to remove LOA #47.

For Coast Mountain Bus Company:

For COPE:

Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
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LOA #XX – Using Banked Time to Cover Family Responsibility Leave (FRL)

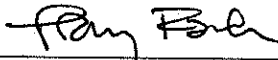
The Parties agree to LOA XX as follows:


The Parties to the Agreement hereby agree to implement a trial for employees requiring FRL. During this trial, the employees' may request FRL absences be covered by banked Statutory Holidays, banked Overtime, or deferred RWWL. The request is subject to the following conditions:

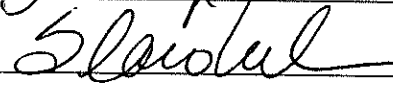
1. All terms and conditions of the FRL have been met, and
2. That such employees receive approval from their Manager, and
3. The employee was not previously denied the day off.


The Parties agree to discuss any issues arising from this LOA during the course of the Collective Agreement. If the use of FRL demonstrably increases the trial may be cancelled by the Company.

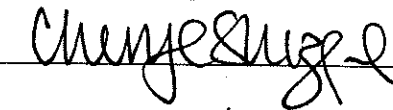
For Coast Mountain Bus Company:









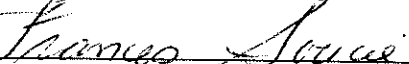






For COPE:

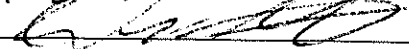












Dated this 29th day of April, 2016.

Handwritten scribbles or marks, possibly initials or a signature, located in the lower central portion of the page.

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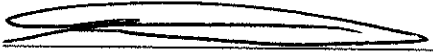


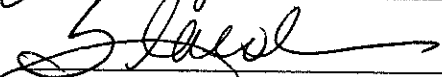
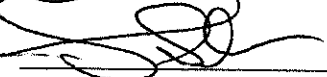
LOA #XX – RE: New Hires to Fleet Maintenance Assistant Position after July 1, 2009

The Parties agree to LOA XX as follows:



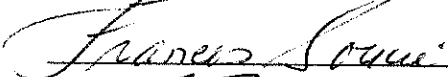

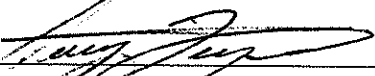
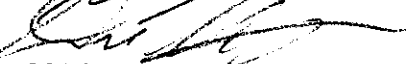
The Parties agree that new Fleet Maintenance Assistant positions created after July 01, 2009 shall be subject to Article 11, Shift Work and Non Standard Hours as defined below:

1. Shift start times will be between the hours of 06:00 and 15:00 only.
2. The workweek will be described in Article 11.02(c).
3. Articles 11.03, 11.04 and 11.07 will apply to shifts worked by Fleet Maintenance Assistants where appropriate. Article 11.05 will apply if the Company creates two (2) or more new positions within the same Transit Center Centre.
4. The Company will designate new positions as “shift positions” for inclusion on the “shift job list” in Article 11. Notwithstanding Article 6 of the Collective Agreement, where current Fleet Maintenance Assistants, those hired before July 1, 2009, wish to switch to the “shift positions” within the particular Transit Center Centre, they shall have first selection of any such newly created positions within their Transit Center Centre only. Employees may then apply to transfer between positions when a position is vacated and posted in accordance with Article 7.
5. Each Transit Centre will maintain one Fleet Maintenance Position as a non-shift position, and the hours of work for this position shall be in accordance with Article 10.00.

For Coast Mountain Bus Company:

For COPE:

Dated this 29th day of April, 2016.

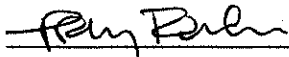
Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

The Parties agree to the following changes throughout Appendix S:

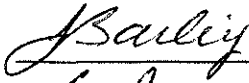
Replace "Guard" and "Guards" with "Officer" and "Officers", respectively.

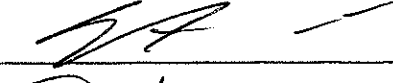
For Coast Mountain Bus Company:

For COPE:



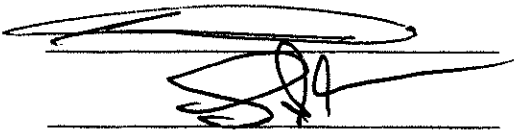


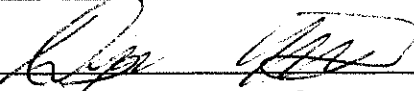

















Dated this 27th day of April, 2016.

Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016

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

Replace references to "Section", "Sections", "Subsection", and "Subsections" with "Article" and "Articles" where appropriate.

For Coast Mountain Bus Company:

Ray Bell
J. Bailey
S. Smith
[Signature]
[Signature]

For COPE:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

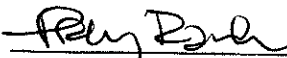
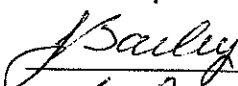

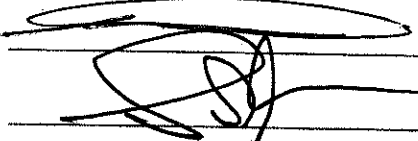
Dated this 27th day of April, 2016.

Sign-off Document between
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Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016


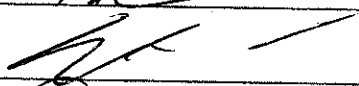

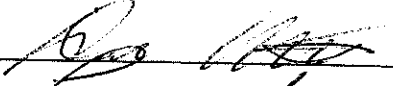
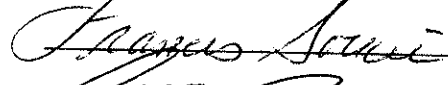

The Parties agree to the following changes throughout all Articles and Appendices of the Collective Agreement:

Replace "COPE" and "COPE 378" with "the Union", where appropriate.

For Coast Mountain Bus Company:

For COPE:

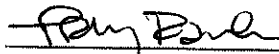
Dated this 27th day of April, 2016.

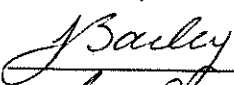
Sign-off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office of Professional Employees (Local 378)
for the Contract expiring March 31, 2016


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


Replace references to "OTC" with "VTC" unless related to Community Shuttle.


For Coast Mountain Bus Company:






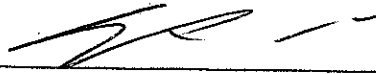








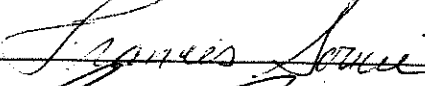
For COPE:














Dated this 27th day of April, 2016

Sign off Document between
Coast Mountain Bus Company Ltd. and
Canadian Office and Professional Employees Union (Local 378)
for the Contract expiring March 31, 2016

Union name change to MoveUP

Legal references shall be changed to:

MoveUP (Canadian Office and Professional Employees Union, Local 378)

For Coast Mountain Bus Company:

Ray Doh
Barley
S. Caldwell
[Signature]
Chung Sung L

For COPE:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
James, Annie

Dated this 3rd day of May, 2016.