

COLLECTIVE AGREEMENT

between the

**BC CORPS OF COMMISSIONAIRES
(WEST COAST EXPRESS STATION ATTENDANTS)**

and the

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

Effective from March 1, 2019 to February 28, 2023

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ARTICLE 1 - PURPOSE OF COLLECTIVE AGREEMENT

1.1 Purpose of Agreement

The purpose of the collective agreement is to establish respectful and mutually beneficial relationships between the Employer, the Union, and the employees and to set forth certain terms and conditions of employment which have been reached through collective bargaining.

1.2 Quality Services

The parties recognize that the Client's satisfaction with the Employer and its employees is ultimately the governing factor in maintaining the contract to provide services. As such the parties share a desire to maintain, and when necessary improve, the quality of services provided by the BC Corps of Commissionaires.

ARTICLE 2 - DEFINITIONS

For the purpose of this agreement:

- (a) "*Client*" - means West Coast Express Limited.
- (b) "*Employee*" - the terms "*employee*" or "*employees*" refer to all members of the bargaining unit covered by this agreement, except those excluded by the *BC Labour Relations Code* or by agreement of the parties, and includes full-time employees, part-time employees and casual employees.
 - (1) "*Full-Time Employee*" - a full-time employee is an employee who is assigned to a regular worksite(s) with a regular schedule and receives a regular shift assignment of 30 hours or more per week on average to a maximum of 40 hours per week.
 - (2) "*Part-Time Employee*" - a part-time employee is an employee who is assigned to a regular worksite(s) and receives an ongoing regular shift assignment of between 20 and 29 hours per week on average.
 - (3) "*Casual Employee*" - a casual employee is an employee who may be assigned to any worksite and who receives periodic on call work.
- (c) "*Employer*" - means the BC Corps of Commissionaires.
- (d) "*Layoff*" - means the cessation or elimination of a job resulting from a reduction in the amount of work required to be done by the Employer, or loss of contract, or other material change.
- (e) "*Post Orders*" - are specific instructions which define the duties and responsibilities of the employee at the worksite.
- (f) "*Union*" - means the B.C. Government and Service Employees' Union.
- (g) "*Union Representative*" - means a duly authorized representative of the B.C. Government and Service Employees' Union.
- (h) "*Working days*" - mean Monday to Friday.

ARTICLE 3 - UNION RECOGNITION

3.1 Union Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for the employees, as identified in the BC Labour Relations Board bargaining unit Certificate dated July 14, 2011 during the term of this collective agreement, and as may be varied from time to time under the *BC Labour Relations Code*.
- (b) No employee covered by this agreement shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

3.2 Check-off of Union Dues

- (a) The Employer shall as a condition of employment deduct union dues from the wages of all employees in the bargaining unit, to commence 21 calendar days after signing this collective agreement. For the purpose of applying this article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- (b) The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee for initiation fees, dues and arrears and of any changes in the amounts to be deducted. These amounts will apply only to those earnings of the employee, in a given month, which arise from work in a bargaining unit position under this agreement.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Comptroller of the Union on or before the end of each month following that in which the deductions were made.

The Employer will provide to the Comptroller of the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format ".csv".

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

- (d) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (e) The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- (f) The Employer agrees to provide the Union on a quarterly basis a list of all employees who have ceased employment.

3.3 Membership

- (a) All employees in the bargaining unit who, at the date of certification, were members of the Union, or thereafter became members of the Union, shall, as a condition of employment, maintain such membership.
- (b) All employees hired and assigned to the bargaining unit after the date of certification shall, as a condition of employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification to become a member of the Union.

ARTICLE 4 - BARGAINING UNIT WORK

4.1 Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to non bargaining unit personnel except in the case of emergency, or when regular bargaining unit employees are not available due to unexpected illness (and cannot be covered due to the lack of available casual employees) or the inability to recruit regular and/or casual employees (due to tight labour market conditions). The Employer will inform the Union quarterly of those situations where exempt personnel performed bargaining unit work.

ARTICLE 5 - CONTRACTING OUT

5.1 Contracting Out

Work presently performed by employees in the bargaining unit shall not be contracted out which would result in the layoff of such employees.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its mandate, goals, commitments, responsibilities and contractual obligations except as this agreement otherwise specifies. Without limiting the generality of the foregoing, the Employer reserves the right to operate and manage its affairs and facilities, to hire and assign the duties to be performed, to discipline and discharge employees for just cause, to determine job content, to assign and schedule work, to establish methods, processes and means of performing work, to assess the

performance of work by employees, to design and implement training programs, to determine the number of employees to be employed, and to establish policy and procedures as appropriate.

ARTICLE 7 - UNION REPRESENTATION

7.1 Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union will provide the Employer with the name of one steward, and one alternate, taking into account both operational and geographic considerations. The Union agrees to advise the Employer in writing of any changes made to steward appointments when they are made.

(b) A steward, or alternate, shall obtain the prior permission of their immediate supervisor before leaving their assigned work area to perform duties as a steward. Leave for this purpose will be union paid. Such permission is subject to operational considerations and will not be unreasonably withheld. Upon resuming their normal duties, the steward shall notify their supervisor.

(c) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) responsibilities related to ratification votes;
- (4) attending meetings at the request of the Employer.

(d) The time spent by a steward during their regular working hours in performing any of the duties outlined in Clause 7.1(c)(1), (2) or (3) shall be considered as time not paid. Attendance at meetings pursuant to Clause 7.1(c)(4) or meetings called for under Article 8 during work hours will be considered as time paid. Given that the worksites lack meeting rooms, the parties will explore external meeting venues/facilities and/or online collaboration to hear grievances that may arise.

7.2 Union Representative Visits

A duly authorized representative of the Union shall be permitted access to any of the worksites only with the prior authorization from the Vice President, Operations or alternate. Such authorization shall not be unreasonably withheld.

7.3 Use of Client Facilities

Since the Employer does not own or control the worksites, the Employer and the Union will discuss an arrangement that can be adopted that satisfies the need of the Union to communicate with employees.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Grievance Procedure

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement will be dealt with in the following manner.

8.2 Step 1

Should an employee have a concern relating to the application of this agreement, it shall first be discussed with the employee's Site Supervisor, not later than 15 working days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The employee may choose to have their steward present during such discussion.

8.3 Step 2

Within 10 working days of the discussion with the Site Supervisor as indicated above, should the matter remain unresolved, the employee shall present a grievance at Step 2 by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting this grievance to the designated supervisor through the union steward.
- (d) The supervisor shall:
 - (1) forward the grievance to the Senior Manager, Client Services, or designate authorized to deal with grievances at Step 3; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.4 Step 3

- (a) Within 10 working days of receipt of the grievance, the Senior Manager, Client Services or designate, will discuss the grievance jointly with the employee and the President of the Union or designate. The Senior Manager, Client Services or designate, will render a decision in writing to the President of the Union or designate with a copy to the employee within 15 working days of the date of this discussion at Step 3.
- (b) Should the Employer wish to file a grievance it will be introduced at Step 3 in which case the time limits for discussion and reply shall follow the same time limits as above and may be referred to arbitration pursuant to Clauses 8.5 or 8.10.

8.5 Arbitration Procedure

- (a) Should a grievance be unresolved at Step 3, the President of the Union or designate shall refer the matter to arbitration in writing to the Senior Manager, Client Services or designate, within 20 working days of receipt of Senior Manager, Client Services or designate decision at Step 3 or within 20 working days of the date of the decision in Clause 8.4(a) was due.
- (b) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within 15 working days of written notice to arbitrate the parties will attempt to agree on an arbitrator. Should the parties fail to agree on the selection of an arbitrator during this period, either party may make an application for the appointment of an arbitrator under the *Labour Relations Code*.
- (c) Each party to this agreement will equally share the fees, expenses and disbursements of the Arbitrator and each party shall bear its own costs.

- (d) The Arbitrator shall not be authorized to alter, modify or amend any part of this agreement.

8.6 Time Limits

The time limits set out in this article are mandatory. The time limits may be extended by mutual agreement of the Employer and the Union which will be confirmed in writing. Such agreement will not be unreasonably withheld.

8.7 Dismissal or Suspension Grievance

In the case of a grievance arising from an employee's dismissal or suspension, the grievance shall be heard at Step 2 of the grievance procedure within 10 working days from the date on which the dismissal or suspension occurred.

8.8 Policy Grievance

Where either party to this agreement disputes the general application, or interpretation of this agreement, the difference shall be first discussed between the Senior Manager, Client Services, or designate, and the President of the Union, or designate, within 30 working days of the occurrence. Where no satisfactory resolution is reached either party may submit the matter to Step 3 of the grievance procedure.

8.9 Employer Grievance

The Employer has the right to file and pursue a grievance alleging violation of the collective agreement by the Union and/or bargaining unit employee(s). In the event of an Employer Grievance, the Employer will be required to pursue their grievance in accordance with the grievance and arbitration procedures and time limits established herein.

8.10 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer a grievance at Step 3 of the grievance procedure to expedited arbitration within 20 working days of receipt of the Senior Manager, Client Services or designate decision at Step 3.
- (b) Generally, a grievance pertaining to the following matters are not suitable for expedited arbitration:
- (1) dismissals;
 - (2) suspensions in excess of 20 days;
 - (3) policy grievances;
 - (4) grievances requiring the presentation of extrinsic evidence;
 - (5) rejection on probation;
 - (6) grievances where a party intends to raise a preliminary objection; and
 - (7) demotions.
- (c) The Arbitrator shall hear the grievance and shall render a decision within 20 working days of hearing the matter in dispute. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) Any pre expedited arbitration settlement agreed to by the parties prior to the commencement of the hearing shall be without prejudice.

- (f) All the normal rules of proceeding, calling witnesses, the use of documentary and oral evidence, shall apply unless these rules are modified by agreement between the parties.
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 9 - HOURS OF WORK

9.1 Hours of Work

The regular hours of work are from Monday to Friday, from 4:55 a.m. to 6:30 p.m. The regular workday will be split into two separate shifts with the morning shift starting as early as 4:55 a.m. and ending as late as 9:45 a.m.; and the afternoon shift starting as early as 2:30 p.m. and ending as late as 6:30 p.m.

9.2 Split Shifts

Split shifts shall be scheduled as follows:

- (a) a maximum of two separate four hour shifts;
- (b) a maximum of eight hours to be worked as a whole of the split shift; and
- (c) a maximum period of 13 hours and 35 minutes for the two separate four hours split shifts to be completed.

9.3 Extended Workday

Time worked beyond eight hours within the 13 hour and 35 minute time period above shall be deemed overtime and paid as such.

9.4 Breaks

Employees will be entitled to one 15 minute paid rest period within each four hour shift. Rest periods will not be taken during the train service.

ARTICLE 10 - OVERTIME

10.1 Definition of Overtime

Overtime means work authorized by the Employer in excess of eight hours per day or 40 hours per week or after six consecutive days of work.

10.2 Assignment of Overtime

Overtime shall be offered by the Employer to the employee(s) working at the worksite (station) where the overtime is required. Employees shall have the right to refuse to work overtime without being subject to discipline for doing so, except when required to do so in emergency situations. Where there are no employees able or available to perform the overtime, the Employer will have the right to assign the overtime work to management personnel.

10.3 Inability to Arrange Overtime Relief

In the event an employee is not relieved as scheduled then the employee on duty at the time shall remain on duty, and notify the appropriate management personnel.

10.4 Overtime Pay

- (a) Overtime work will be compensated at the following rates:
- (1) one and one-half times the employee's regular wage for the time worked over eight hours per day;
 - (2) two times the employee's regular wage for time worked over 12 hours per day; and
 - (3) two times the employee's regular wage for work on a seventh consecutive day of work.
- (b) An employee who works more than 40 hours in a week will be paid time and a half after 40 hours. Only the first eight hours worked by an employee in each day are used to calculate total hours for weekly overtime, no matter how long an employee works on any day of the week.

ARTICLE 11 - PAY AND BENEFITS

11.1 Pay and Wages

Employees shall be paid on a biweekly basis, through direct deposit, at the rate of pay as specified in Appendix A. New employees will commence their employment at the rate of pay specified in Appendix A. New employees hired after the date of ratification shall be required to provide a direct deposit account number within 21 calendar days of commencing employment with the Employer.

11.2 Reporting To Work Pay

If an employee reports for work on any day as required by the Employer, the employee will be paid at least:

- (a) four hours at the regular wage, if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control, including unsuitable weather conditions; or
- (b) two hours at the regular wage in any other case unless the employee is unfit for work.

11.3 Benefits

The Employer will provide all employees benefits in accordance with Appendix B.

ARTICLE 12 - LAYOFFS AND RECALLS

12.1 Layoff and Recall

Layoff from the bargaining unit shall be determined by length of service in the bargaining unit, in reverse order of seniority. Employees shall be recalled in the order of their seniority, with the most senior being recalled first.

12.2 Normal Recall

The Employer shall give notice of recall to a bargaining unit position by telephone or email followed up by registered mail, courier, hand delivery or other means where receipt can be evidenced, to the last recorded address of the employee. The employee shall keep the Employer informed of the employee's present mailing address or locations where they may be reached. The employee who fails to do so shall forfeit their right of recall.

12.3 Failure to Respond to Recall

If an employee declines recall, or fails to respond to a notice of recall within five working days from the date of receipt of the original notice, or fails to report to work within the period outlined above, such employee shall be considered to have resigned and shall forfeit their recall rights. Should such employee be prevented from returning to work due to illness or accident they shall retain their recall rights and the Employer shall be at liberty to recall another employee. The employee will be required to show proof of such illness or accident before being returned to the recall list.

12.4 Notice and Severance Requirements

- (a) Employees subject to layoff are entitled to layoff notice or pay in lieu of notice under this article as follows:
- (1) after three consecutive months of employment, one weeks' notice or pay in lieu;
 - (2) after 12 consecutive months of employment, two weeks' notice or pay in lieu;
 - (3) after three consecutive years of employment, three weeks' notice or pay in lieu plus one additional weeks' notice or pay in lieu for each additional year of employment, to a maximum of eight weeks' notice or pay in lieu; or
 - (4) a combination of notice and pay in lieu equivalent to the amount stipulated in (1) through (3) above.
- (b) There shall be no layoff notice or pay in lieu where an employee loses their seniority and terminates their employment as per Clause 15.4.

ARTICLE 13 - ASSIGNMENT OF EMPLOYEES

13.1 Assignment of Employees

- (a) The Union recognizes the Employer has the right to assign employees to positions in the bargaining unit.
- (b) The Union acknowledges the Employer's right to assign full-time or part-time employees to different worksites, on either a temporary or permanent basis, in order to meet legitimate operational needs.
- (c) If during the term of this agreement a new position is created within the bargaining unit carrying a higher rate of pay than that of a station attendant, the Employer will post the position. The qualifications, abilities and seniority of those who apply will be used to determine the successful applicant. Where qualifications and abilities are relatively equal between two applicants, seniority will be the determining factor in making the appointment. This posting procedure and standards for selection shall also apply to the position of Lead Hand.

ARTICLE 14 - VACATIONS AND HOLIDAYS

14.1 Vacation Entitlement

Vacation entitlement shall be as follows:

- (a) after one year of continuous service, two weeks, at four percent of gross annual wages;
- (b) after five years of continuous service, three weeks, at six percent of gross annual wages.

14.2 Vacation Pay on Termination

Vacation pay shall be paid in addition to other wages due if employment is terminated by the employee or the Employer prior to the employee having an opportunity of taking their vacation entitlements.

14.3 Vacation Scheduling

- (a) Employees shall submit requests for vacation no later than November 1st each year for the period of January through June and no later than May 1st each year for the period of July through December. The Employer will confirm the approval of the employees' vacation within 30 days of those dates. Competing vacation requests will be determined on the basis of seniority.
- (b) In cases where operational requirements prevent approval of requested vacation time, the vacation time will be rescheduled by the employee after consultation with the Employer.
- (c) On or after May 1st of each calendar year, the supervisor will contact employees who have not scheduled their full vacation entitlement. If the employee does not schedule their remaining entitlement within two weeks the Employer will do so and advise the employee.
- (d) Unless otherwise agreed to by the Employer and the employee involved, the requested vacation time is to be taken as scheduled.
- (e) Unless otherwise agreed to by the Employer, generally no more than one regularly scheduled employee may be absent for reasons of vacation at any one time.

14.4 Effect of Designated Holiday on Vacation

A designated holiday that falls within an employee's period of the annual vacation shall not count as a vacation day and the employee shall be paid in accordance with the provisions of Clause 14.6.

14.5 Holidays

Effective the date of ratification the Employer recognizes the following holidays:

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

and any other day proclaimed as a holiday by the provincial government.

14.6 Holiday Pay

- (a) In order to qualify for holiday pay, an employee must have worked or earned wages for at least 15 of the 30 calendar days preceding the holiday.
- (b) Holiday pay shall be an amount equal to at least an average day's pay. An average day's pay shall be calculated dividing the amount paid to or earned by the employee in the 30 calendar days preceding the holiday by the number of days worked or for which wages were earned during that same period.
- (c) When any of the holidays in Clause 14.5 fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time to be mutually agreed to between the employee and the Employer.

ARTICLE 15 - SENIORITY

15.1 Seniority Defined

Seniority is defined as the length of service of the employee in the bargaining unit, and shall be calculated based on hours worked from the date of hire. For employees who were in the bargaining unit on date of certification, seniority means the total hours worked with the Employer. For employees who were in the bargaining unit after date of certification, seniority means the total hours worked in the bargaining unit.

15.2 Seniority and Temporary Appointments

Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority, for a period not to exceed 180 calendar days.

15.3 Seniority Lists

The Employer will provide a bargaining unit wide seniority list to the Union every six months.

15.4 Loss of Seniority

Employees shall lose their seniority and their employment will be terminated if:

- (a) they are discharged by the Employer and not reinstated through grievance or arbitration procedure of this agreement;
- (b) they voluntarily quit or resign;
- (c) they have been laid off from the bargaining unit for a period of 180 calendar days;
- (d) they are recalled and fail to return to work within five working days after they have been notified by registered mail to do so by the Employer; or
- (e) they fail to return to work on the completion of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given within five working days of the completion of the authorized leave of absence or vacation;
- (f) they are absent from scheduled work for three consecutive workdays without notice to the Employer, unless there are reasonable circumstances to explain the absence and the inability to notify the Employer of the absence.

15.5 Probationary Period

The probationary period for new employees shall be 160 hours or six months, whichever is longer. Seniority shall be established upon completion of the probationary period and shall commence from the initial date of employment.

ARTICLE 16 - RETIREMENT

16.1 Retirement

Employees may continue to work as long as they are capable of performing their regular duties to the standard required by the Employer.

ARTICLE 17 - HEALTH AND SAFETY

17.1 Health and Safety

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail in the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- (b) The Employer and the Union agree that practices shall be governed by the *Workers Compensation Act* and Regulations. Employees agree to conform to the regulations as they pertain to employees.

17.2 Unsafe Work

Employees shall have the right to refuse work in conditions or circumstances that they deem not to be safe, subject to first reporting the unsafe condition or circumstance to their Supervisor as per the WorkSafeBC regulations.

17.3 Committee

- (a) The Employer and the Union agree that any issues and/or concerns relating to health and safety in the workplace shall be dealt with by the Labour Management Committee.
- (b) The Labour Management Committee will review, investigate and make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.
- (c) The hourly pay for committee members shall be maintained for time spent carrying out their duties under 17.2 and 17.3 above.

17.4 Wage Loss Due to Compensable Injury

- (a) Employees shall receive wage loss compensation directly from WorkSafeBC for any wage loss benefits to which they may be entitled.
- (b) An employee in receipt of WorkSafeBC benefits will continue to be covered by the benefits described in Appendix B.
- (c) An employee may use sick leave while waiting for WorkSafeBC benefits to be approved. For an employee electing this option, the employee shall reimburse the Employer for any sick leave paid to them up to the time at which WorkSafeBC benefits are received.

17.5 Workplace Violence

- (a) "*Violence*" means the attempted or actual exercise by an employee towards another employee of any physical force so as to cause injury, and includes:
 - (1) any threatening statement or behaviour which gives the employee reasonable cause to believe he or she is at risk of injury, and
 - (2) horseplay, practical jokes, unnecessary running or jumping or similar conduct.
- (b) An employee must not engage in any improper activity or behaviour at a workplace that might create or constitute a hazard to themselves or to any other person.
- (c) Improper activity or behaviour must be reported and investigated.
- (d) The Employer is responsible for performing a risk assessment where the risk of injury to employees from violence arising out of their employment may be present.

17.6 Procedures and Policies

- (a) The Employer shall:
 - (1) establish procedures, policies and work environment arrangements to eliminate the risk to employees from violence, and
 - (2) if elimination of the risk to employees is not possible, establish procedures, policies and work environment arrangements to minimize the risk to employees.
- (b) The Employer will inform employees who may be exposed to the risk of violence of the nature and extent of the risk, the procedures, policies and work environment arrangements which have been developed to minimize or effectively control the risk to employees from violence, and the procedures for reporting, investigating and documenting incidents of violence.

ARTICLE 18 - DISCRIMINATION IN THE WORKPLACE

18.1 Human Rights Legislation

In recognition of the right that every employee is entitled to a work environment that is free from discrimination, the Employer and the Union recognize the principles of the *BC Human Rights Code* which prohibits discrimination because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

18.2 Complaint Process

- (a) If an employee believes that they has been the subject of discrimination, they will report the incident(s) involving discrimination and/or harassment to their immediate supervisor and/or manager. The supervisor or manager will immediately report any incidents alleging harassment and/or discrimination to the CEO through their Department Head.
- (b) The CEO will order an investigation into any alleged incident of harassment and/or discrimination; determine the most appropriate resource to conduct the investigation and ensure an efficient and timely investigation is conducted in a confidential and sensitive manner.
- (c) The Investigator will investigate the allegation and provide the CEO with a copy of their report. Upon receiving the Investigator's report, the CEO will, within 30 days (or more as required to investigate the matter) of the issue being raised by the complainant, discuss the proposed resolution with the employee.
- (d) The complainant and the respondent shall have the right to have their union representative present during the investigation stage and subsequent meeting(s) with the CEO.
- (e) If the complainant is not satisfied with the outcome of the above process, the Union, on behalf of the complainant, may file a grievance regarding the alleged harassment or discrimination at Step 2 of the grievance procedure. Alternatively, the complainant may file a human rights complaint.

ARTICLE 19 - DISCIPLINARY PROCEDURES

19.1 Just Cause

No employee will be disciplined without just cause. Formal discipline, when utilized, shall be communicated, in writing, in a timely manner, with a copy of such communication placed in the employee's personnel file, and copied to the Union.

19.2 Discipline

The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to termination.

19.3 Right to Steward

When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning their actions, the employee is entitled to have, at their request, a steward attend the meeting. In the event a steward is not available within a reasonable period of time the employee may elect to have another employee present. However, the Employer will not hold meetings without a steward present where an employee has requested the presence of a steward except in circumstances which prevent the rescheduling of the meeting.

19.4 Suspension Pending Investigation

When an employee is suspended from duty pending investigation, the Employer undertakes to notify the employee in writing of the reason for such suspension within 24 hours. The employee shall be considered on a leave of absence without loss of pay for up to five working days, during which time the Employer will strive to make a decision relative to appropriate discipline. The procedures described in Clause 19.3 above shall be followed for informing the employee and the Union of the need to conduct a disciplinary interview.

19.5 Disciplinary Letters

Formal disciplinary communications placed on the personnel file of an employee, shall, upon the written request of an employee, be removed from the file after the expiration of 18 months from the date of issue provided no similar disciplinary communication has been placed on the file during this period.

ARTICLE 20 - STRIKE-LOCKOUT

20.1 Union Agreement

The Union agrees that during the term of this agreement there shall be no strike, work stoppage, slow down or suspension of work either complete or partial for any reason. The Union, its officers, agents or representatives shall not authorize, counsel, condone, support, or encourage job action of any form during the term of this agreement.

20.2 Employer Agreement

The Employer agrees that during the term of this agreement, there shall be no lockout.

20.3 Right to Refuse to Cross Picket Lines

An employee shall have the right to refuse to cross a picket line as defined in the *Labour Relations Code*. Failure to cross a picket line shall not be considered a violation of this agreement, nor shall it be grounds

for disciplinary action, other than loss of wages for the period involved. If such a legal picket line is erected when employees covered by this agreement are at their workstations, they shall be required to remain at their workstations for the balance of their shift.

ARTICLE 21 - GENERAL LEAVES OF ABSENCE

21.1 General Leave

- (a) The Employer shall grant a general leave of absence without pay and without loss of seniority to any employee requesting such leave. The duration of the leave request shall not exceed three months in one application and is to be made in writing 20 working days in advance. Employees who exceed the duration of a general leave will lose their seniority standing as per Article 15 - Seniority.
- (b) Approval of unpaid leaves will be subject to operational considerations and will not be unreasonably withheld. Seniority shall accumulate during a general unpaid leave of absence but the accumulation of seniority under this provision will not exceed three months in any 12 month period.
- (c) Benefits will not be provided by the Employer during a general leave of absence.

ARTICLE 22 - OTHER LEAVES OF ABSENCE

22.1 Elections

Employees will be given the required time off to vote in municipal, provincial and federal elections in accordance with the applicable statutes which govern such elections.

22.2 Court Appearances

Employees will be reimbursed for wages lost due to a court appearance, less any amount reimbursed by the court, or the party issuing the subpoena, when serving as a subpoenaed witness, if the court proceedings are in relation to the performance of the employee's duties for the Employer. Employees will advise their immediate supervisor of the date(s), which they will be absent from the worksite, upon receipt of the subpoena or court document.

22.3 Bereavement Leave

- (a) In the case of death in the immediate family a full-time or part-time employee will be entitled to three days of paid leave. In the case of the death of any other family member, a full-time or part-time employee will be entitled to three days of unpaid leave. Such leave will be prorated for casual employees.
- (b) For the purpose of this clause, immediate family is defined as an employee's spouse (including common-law spouse and same sex partner), child, stepchild, parent, stepparent, guardian, sibling, grandchild, grandparent and any other person who lives with the employee as a member of the employee's family.

22.4 Military Leave

Leave of absence for military service shall be as outlined in the Employer Policy and Procedures Manual.

22.5 Other Leaves

The Employer recognizes the right of employees to take any other leave that they may be eligible for under the *Employment Standards Act*.

ARTICLE 23 - LEAVE FOR UNION BUSINESS

23.1 Leaves of Absence Without Pay

- (a) With at least two weeks' written notice, the Employer will grant leave of absence without pay and without loss of seniority:
- (1) for one employee at a time, to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their workstation;
 - (3) for up to two employees who are representatives of the Union on a bargaining committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board or the Human Rights Tribunal. The Union and the Employer will discuss the number of employees to be given leave at any one time.
- (b) With at least 30 calendar days' written notice, leave of absence without pay and without loss of seniority will be granted for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of three years.

23.2 Leaves of Absence With Pay

Leave of absence without loss of basic pay and without loss of seniority will be granted to employees who are appointed by the Union as union representatives on the Joint Consultation Committee pursuant to Article 25.

23.3 Administration

- (a) To facilitate the administration of this article when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for pay and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time.
- (b) It is understood that an employee granted a leave of absence with pay pursuant to this clause shall receive his/her current rate of pay while on leave.
- (c) The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. Leave requests are subject to operational considerations. Operational considerations are the maintenance of staffing requirements and levels at the time of the leave request and the availability of trained replacement personnel over the duration of the leave.

23.4 Return From Leave

An employee who returns to work with the Employer after a period of leave granted in Clause 23.1 shall have the opportunity to return to their position or a similar position providing their training and qualifications meet the current standard required for the position.

ARTICLE 24 - ADJUSTMENT PLAN

24.1 Adjustment Plan

The provisions of Section 54 of the *BC Labour Relations Code* shall apply to this agreement.

ARTICLE 25 - JOINT CONSULTATION COMMITTEE

25.1 Joint Consultation Committee

- (a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- (b) Membership of the Committee shall be one representative of the Union and one representative of the Employer plus the servicing staff representative and an Employer's advisor. At the request of either party, the parties will meet at least once every two months for the purpose of discussing workplace issues, excluding matters under discussion in the grievance procedure. The meeting will be chaired on a rotational basis and the minutes of meetings shall be prepared and distributed to the parties by the Chair as promptly as possible. This committee may also serve in the capacity of meeting the OH&S requirements as referenced in Article 17 - Health & Safety.
- (c) The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the agreement. The Committee shall not have the power to bind either the Union, the employees or the Employer to any conclusions reached in their discussions.
- (d) The Employer will grant leave with pay to employees attending joint consultation meetings.

ARTICLE 26 - INFORMATION

26.1 Union Orientation

An employee will be provided an opportunity to meet with the steward, for a reasonable period of time, as part of the employee's site orientation. The parties agree that this discussion should occur within 20 working days of the employee starting on the job, taking into account there are different locations where employees work and the fact that each location is covered by a single employee.

26.2 Copies of Agreement

The Union agrees to supply each employee with a copy of the collective agreement. The parties agree to share equally the cost of printing the collective agreement. The parties will meet to discuss the least costly approach to printing the collective agreement.

26.3 Organization Chart

The Employer agrees to provide the Union a copy of the Employer's current organization chart as it applies to the West Coast Express Station Attendants bargaining unit, as amended from time to time.

26.4 Employer Policies and Procedures

The Employer shall provide the Union an electronic copy of the Employer's Policy and Procedures Manual within 21 calendar days of the signing of this collective agreement and as amended from time to time.

26.5 Correspondence

All correspondence between the Union and the Employer, arising out of this agreement or incidental thereto, shall pass to and from the Senior Manager, Client Services or designate and the President of the Union or designate. Should the Employer reference any article of the collective agreement in general correspondence to an employee(s), a copy of that letter shall be provided to the President of the Union or designate. Disciplinary communications from the Employer to an employee(s) shall follow the procedures outlined in Article 19.

26.6 Technical Information

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

ARTICLE 27 - GENERAL CONDITIONS

27.1 Personnel Files

(a) Upon reasonable notice, an employee may request their personnel file be made available for their examination in the presence of the VP Human Resources, or designate, and at the employee's request in the presence of a union representative. There shall be one personnel file for each employee in the bargaining unit.

(b) Personnel records are considered confidential. Divulging information to third parties regarding same will be governed by the British Columbia *Personal Information Protection Act (PIPA)*.

27.2 Professional Membership & Fees

Periodic refresher training to maintain required qualifications will be provided at the Employer's expense and wages paid at the current rate of pay for the employee. The Employer shall reimburse an employee for fees paid for any other certificates and/or licences required for the employee's position, as determined by the Employer.

27.3 Job Descriptions

Job descriptions are contained in the Post Orders as Work Instructions, and will be available at the worksite. The Employer shall, upon request by an employee, provide an employee with a copy of the Post Orders within five working days of that request. Post Orders shall reflect the duties and responsibilities currently expected of the employees. It is the responsibility of each employee to familiarize themselves with the Work Instructions for the Post to which they are assigned.

27.4 Training

From time to time the Employer may require employees to meet a training standard or complete a training program as a condition of employment. This training will be paid for by the Employer. Such expenses are limited to wage costs associated with the time an employee spends in the training program.

27.5 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions of the agreement shall remain in full force and effect and the parties shall meet and attempt to negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. The inability to reach an acceptable substitute provision shall not represent a breach of this agreement.

27.6 Performance Appraisals

In the event the Employer carries out a formal appraisal of an employee's job performance a copy of that evaluation will be provided to that employee. The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal.

27.7 Employee to Inform Employer

An employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of their return to work in advance of that date.

27.8 Attendance at Meetings

Employees shall be considered at work and paid at regular rates for attending any meetings called by the Employer.

ARTICLE 28 - DURATION OF AGREEMENT**28.1 Term of Agreement**

The term of the collective agreement will be March 1, 2019 to February 28, 2023 and the effective date will be at midnight following the date of ratification.

28.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after November 1, 2022.
- (b) All notices on behalf of the Union shall be given by the President of the Union or designate and similar notices on behalf of the Employer shall be given by the CEO or designate.

28.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 28.2, the parties will make every attempt, subject to scheduling and availability, to commence bargaining within 60 calendar days after the notice was given.

28.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

28.5 Agreement to Continue in Force


Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, excepting changes made by the Employer during a strike or lockout as permitted under Section 62 of the *Labour Relations Code*.

28.6 Effective Date of Agreement


The provisions of this agreement will, unless otherwise specified in a Memorandum of Settlement, come into force and effect on March 1, 2019.

SIGNED ON BEHALF OF
THE UNION:



Stephanie Smith
President


Russell Newcombe
Bargaining Committee Member


Glenn Reed
Bargaining Committee Member


Oliver Demuth
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER:


Julie Powers
Vice President, Operations


Grady Tyler
Chief Spokesperson

Dated this 7th day of October, 20 19.

APPENDIX A
Re: Wage Schedule

	Current	Sept 1, 2019	Sept 1, 2020	Sept 1, 2021	Sept 1, 2022
% Increase		1.50%	1.50%	1.50%	2.00%
Station Attendant	\$21.92	\$22.25	\$22.58	\$22.92	\$23.38

APPENDIX B
Re: Benefits

	Employee Benefits	Full-Time and Part-Time Employee (average min. of 20 hours per week)	Casual Employee	Comments
1	Extended Health & Prescription Drugs	Mandatory unless covered under another plan. 50% employee / 50% Employer paid.	n/a	Benefit detail is provided in information booklet.
2	Dental Care	Mandatory unless covered under another plan. 50 % employee / 50 % Employer paid.	n/a	Benefit detail is provided in information booklet.
3	Life Insurance	Mandatory. \$20,000 up to age 65; Drops to \$10,000 up to age 70 then ceases; 50 % employee / 50 % Employer paid.	n/a	Benefit detail is provided in information booklet.
4	Optional Life Insurance	\$20,000 to \$1 Million in \$10,000 increments. Age limit 70 yrs. 100% employee funded.	n/a	Benefit detail is provided in information booklet.
5	Optional Spousal Life Insurance	\$20,000 to \$1 Million in \$10,000 increments. 100% employee funded. Terminates when spouse reaches 70 yrs.	n/a	Benefit detail is provided in information booklet.
6	Optional Critical Illness Benefit	\$20,000 to \$500,000 in \$10,000 increments. Age limit 65 yrs. 100% employee funded.	n/a	Benefit detail is provided in information booklet.
7	Optional Spousal Critical Illness Benefit	\$20,000 to \$200,000 in \$10,000 increments. 100% employee funded. Terminates when spouse reaches 65 yrs.	n/a	Benefit detail is provided in information booklet.

	Employee Benefits	Full-Time and Part-Time Employee (average min. of 20 hours per week)	Casual Employee	Comments
8	Accidental Death and Dismemberment Insurance (AD & D)	Full-time employees entitled to 24/7 business & pleasure; \$40,000 life insurance; weekly accident indemnity up to \$200.00/week for 104 weeks; 7 day waiting period. Part-time employees entitled to same coverage as casual employees. Premiums 100 % paid by Employer. No probation; no age restriction.	Portal to portal (from home to work and back). Premiums 100% paid by Employer. No probation; No age restriction.	Benefit detail is provided in information booklet.
9	Laundry & Dry-cleaning	Reimbursement of reasonable expenses for cleaning uniform items.	Reimbursement of reasonable expenses for cleaning uniform items.	
10	Uniforms	No charge initial uniform; annual replacements as applicable.	No charge initial uniform; annual replacements as applicable.	Extra items are charged as per applicable pricing at time of purchase.

LETTER OF UNDERSTANDING 1

Re: Shift Assignments for the West Coast Express Line

The parties recognize that there are challenges in providing appropriate staffing at the West Coast Express stations as a result of the unique nature of the business (four hour shifts, split shifts and an inability to guarantee hours for casual employees). In recognition of the Employer's difficulties in recruiting and retaining the appropriate number of staff (including casual employees), the parties agree as follows:

1. The parties agree that one part-time position (20 hours per week) at any of the stations from Port Moody to Mission is kept vacant and will be used to provide hours for casual employees on an equitable and rotating basis;
2. The parties recognize that two afternoon shifts per week at Waterfront Station are casual shifts and may be filled by any casual employee in order of seniority.

LETTER OF UNDERSTANDING 2

Re: Removal from Client Worksite

The Union acknowledges that in the Service Contract between the Client and the Employer the Client has the right to remove an employee from the site. Where this situation arises, the Employer shall notify the Union as soon as possible of this and will arrange to meet with the Union in order to resolve the matter in an expeditious manner. The following shall occur:

1. the Employer will investigate the reasons for the removal;

2. the results of the investigation will be shared with the Union and the employee;
3. if the investigation determines the removal is culpable, the employee will be terminated;
4. if the Union disputes the Employer's decision to terminate, the Union may file a grievance;
5. if the grievance is upheld or the investigation determines the removal was not culpable, the Employer will either:
 - (a) with the employee's agreement, place the employee on the spare board. The employee will be scheduled for available work by the Employer for which the employee has the requisite qualifications and ability; or
 - (b) if the employee elects to receive severance, the compensation formula will generally be two weeks' pay per year of service up to a maximum of ten weeks' pay.