

AGREEMENT

Between

BC Transit (Victoria)

And



Movement of Professional Employees' Union
Local 378



Effective Date: April 1, 2019 – March 31, 2022

BRITISH COLUMBIA TRANSIT
(VICTORIA)

(Hereinafter referred to as "the Employer")

AND

MOVEMENT OF PROFESSIONAL
EMPLOYEES' UNION,
LOCAL 378

(Hereinafter referred to as "the Union")

On this 8th day of June, 2020, make and enter into this Collective Agreement which is effective April 1st, 2019 and which expires March 31st, 2022

PREAMBLE

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Employer and Employees and between the Union and the Employer, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement.

All parties to the Agreement share a desire to provide quality service to customers, to maintain professional standards, to promote the well-being and increased efficiency of employees so that customers are effectively served.

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AGREEMENT

This Agreement made

Between:

BC TRANSIT

(hereinafter called the "Employer")

And

MOVEMENT OF PROFESSIONAL EMPLOYEES' UNION, LOCAL 378

(hereinafter called the "Union")

- 1.** The following provisions shall take effect and be binding upon the Employer and the Union for the period commencing April 1, 2019 and ending March 31, 2022, and agreement to continue in force after the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

The parties agree to exclude the operations of section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

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 the date four months prior to the expiry of the Collective Agreement.
- b) Where no notice is given by either party by the date three months prior to the expiry of the Collective Agreement, both parties shall be deemed to have given notice, in accordance with the Labour Relations Code.
- c) Where notice has been given pursuant to either a) or b), the parties shall commence collective bargaining within ten calendar days after the notice was given, or at some other time as may be mutually agreed.
- d) Notwithstanding the above, this Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.

3. Letters of Agreement

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.

4. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine.

5. Definition of Bargaining Unit

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean Union members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.

6. All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in this Agreement.

7. For the purposes of this Agreement BC Transit Centre's are: Langford Transit Centre, Victoria Transit Centre, Commerce Circle Transit Centre, Gorge Transit Centre and any other property that the Employer adds as a Transit Centre.

8. In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 1 - RECOGNITION CLAUSES

1.01

This Agreement shall apply to and be binding upon all employees of the Employer described in a Certificate issued to the Union on May 7th, 1999 and amended on November 21, 2001, and which includes employees in a unit composed of office employees employed by BC Transit in the Victoria Regional Transit System, except those excluded by the Code or by agreement. Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

During the term of this Agreement the Union will not authorize any strike or walkout and the Corporation will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a picket line or a trade union.

The Employer recognizes the Union as the sole bargaining authority for all employees its offices within the jurisdiction of the Canadian Office and Professional Employees Union Local 378, hereinafter referred to as "MoveUP", and within the classifications of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

1.02

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or 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, or membership or activity in any trade union.

1.03

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

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

1.04 Leaves of Absence for Union Business

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

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

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

1.05 Full-time Officers or Representatives of the Union

- a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.
- b) Leave of absence in accordance with the foregoing will also be granted for the term of office, for members appointed or elected to positions with the Union.
- c) For those filling elected positions in the Union, the leave of absence will be reviewed each term. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

1.06 Assignment of Work & Contracting Out

- a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties. The employer will canvass bargaining unit employees available and capable of performing the work prior to filling the work with non-bargaining unit employees.
- b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of

an existing employee. Any contracting out will be subject to the provisions of Letter of Agreement #2.

- c) When the employer engages a temporary agency in a vacant position as identified under Appendix A "Job Groups", the Employer shall advise the union before the appointment is made.
- d) If the Employer chooses to engage a temporary agency worker, the work performed in that role can be for up to six weeks in duration, or for the length of time that the employer is actively recruiting to fill the position.

1.07 Employee Definitions

a) Full-Time Regular

An employee hired to fill a full time regular position which is of a continuing nature. New employees will be considered probationary as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan.

b) Part-Time Regular

Regular part time positions are part time positions of an on-going nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than 30 hours per week, scheduled with two consecutive days off. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked. Statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate biweekly earnings as defined in Subsection 10.01 (f) paid on a biweekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

Schedules for part-time regular employees will be established by BC Transit and will be for a minimum period of two weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ. A Supervisor may change an established schedule but must provide two weeks' notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one 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. Services of temporary staff employees may be terminated by giving or receiving three weeks' notice.

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

If a temporary project, specific job or allied jobs exceeds a period of one year, the Parties may mutually agree to a period in excess of one year until the temporary project is completed. Otherwise, the position will be posted as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection 10.01 (f) paid on a biweekly basis in lieu of Reduced Work Week Leave.

d) Part-Time Temporary

An employee hired part-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 six months or other situations mutually agreed by the Parties.

Part-time temporary employees will work according to an assigned schedule but will not work more than 30 hours per week. Services of temporary staff employees may be terminated by giving or receiving one weeks' notice.

The employee will participate in Benefit Plans in accordance with Article 21. Annual vacation entitlements and sick leave entitlements shall be prorated on the basis of time worked. Statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate biweekly earnings as defined in Subsection 10.01 (f) paid

on a biweekly basis in lieu of Reduced Work Week Leave. Part-time temporary employees shall progress through salary steps on the basis of accumulated service.

e) Casual

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 20.16% of straight time base rate biweekly earnings as defined in Subsection 10.01 (f) paid on a biweekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

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.

Casual employees who work more than 1170 regular, straight time hours in a calendar year and where the Employer assesses the reasonable likelihood of the employee's position continuing at 1170 hours or more on a recurring basis, the employee will be converted to part-time regular status. All terms and conditions within the Collective Agreement that relates to part-time regular status will then be applicable.

Casual employees may opt out of conversion to part-time regular status, provided the employer and the union receive notification in writing when given the option. The casual employee's decision to opt out can be re-evaluated each calendar year where they have exceeded 1170 hours as outlined above.

Each January the employer will review the hours worked by all casual employees in the previous calendar year to determine if conversion to part-time regular status should take place as outlined above. The employer will provide the union with the data used during the analysis by January 31st in the review year.

(i) Definition

Casual employees may be employed to work full shift or part shifts on continuous or intermittent basis in capacities such as:

- (1) Sickness relief
- (2) Vacation/RWWL/ Overtime bank relief
- (3) Leave of absence relief
- (4) Relief pending a regular employee appointment, for a period no longer than three months, unless, by mutual agreement
- (5) Paid holiday relief
- (6) Short-term project work for a period no longer than 3 months
- (7) Seasonal work

(ii) Work Week

The work week for casual employees shall be defined as Sunday to Saturday.

(iii) General Availability

Casual employees must submit their availability to their Supervisor upon starting employment. Availability must meet the Employer's requirements and include evenings and weekends for shift workers. Employees can submit changes to their availability, up to a maximum of four times per calendar year, aligning with shift sign-up, but must still meet the Employer's requirements and include evenings and weekends for shift workers. Exceptions may be made upon mutual agreement between the employee and their Supervisor. Casual Employees will be permitted to utilize same day shift trades where operational requirements allow.

If an employee refuses a shift or fails to respond to the Employer's callout for shift that is within their provided availability more than six times within a calendar year. The Employer and Union job steward shall meet to discuss the bona fides of the refusal and the continued employment of the employee. Where there is no bona fide reason for the refusal of work the employment agreement will be severed.

Casual employees' preferences for specific shifts or areas of work will not be accommodated at the expense of regular employees' schedules or areas of work. Casual employees will be expected to work any area they are assigned to or moved during a shift unless they do not have the requisite skills or orientation to work in that area.

(iv) Procedure for Casual Call-In

(1) The Employer shall offer casual work in an equitable manner, providing the casual employee:

- a. Is registered to work in the department where the work exists;
- b. has the qualifications and capabilities to perform the work being relieved; and
- c. has been orientated to the department

(2) Where a casual employee is called for a casual assignment which would attract overtime, they must so advise the Employer when asked. The Employer shall then have the option of calling another employee.

(3) Where the Employer is seeking casual employees for blocks of work which are known more than a month in advance, the Employer may post these blocks at

the worksite and invite casuals to indicate their preference for the work available.

(v) Telephone Call-In

- (1) A casual employee shall normally be contacted during the periods of 0600 hours to 1700 hours, for the purpose of receiving work assignments.
- (2) To meet short notice requirements or emergency situations, employees may be contacted outside the above mentioned hours, but failure to contact shall not be considered as unavailability.
- (3) A casual employee shall not be disciplined for being unavailable for assignments when the unavailability arises from illness, union leave, medical appointments or special leaves under article 19.03.
- (4) The Employer shall notify casual employees at a number provided by the employee. The Employer shall commence by notifying the employee in the register who meets the criteria specified in (iii) (1).
- (5) All such contracts shall be recorded whether the employee accepts or declines the invitation to work or fails to answer. In the event of a dispute within 21 calendar days of the shift the Union shall have reasonable access to the records
- (6) In the event that relief is requested with less than 24 hours' notice, the date and time of the notification shall be recorded.

(vi) Alternative Process for Casual Call-In

The Employer may introduce a process for the assignment of casual work. If the Employer elects to use such an alternative process it will advise the Union.

The alternative process may put the onus on the employee to respond to posted schedules or circulated offers of work within a set time period which will be specific to the alternative processes used.

f) Work Leadership Responsibilities

Work leadership responsibilities shall be as follows:

1. may perform duties largely similar to those whose work they direct;
2. may perform duties related to but at a higher level than the work of the subordinates whom they direct;
3. relieves the Supervisor of detailed supervision of routine aspects of the work by:

- a. ensuring even work flow and consistency of effort;
- b. allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
- c. transmitting the Supervisor's instructions to other employees;
- d. performing a quality control function in respect to subordinates;
- e. warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the Supervisor who will take suitable disciplinary action;
- f. assists the Supervisor in their responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

g) Cooperative Educational Students

- 1. Cooperative Educational Student ("students") are defined as persons enrolled in a recognized Cooperative Education Program at a participating post-secondary educational institution.
- 2. Students will be required to become and remain Union members for the duration of their work term. Students will not be entitled to sick leave and will not participate in the benefit plans outlined in the Collective Agreement or in the Pension Plan. Students will not accrue seniority during their terms of employment.
- 3. Students will be hired for a period corresponding to the requirements of their academic program, but not exceeding eight continuous months, except by mutual agreement of the Parties. Each such period of continuous employment for each student shall be deemed to be one work term.
- 4. Utilization of students shall not in any way adversely affect existing jobs or their incumbents covered by the Collective Agreement. No student will be employed, or will continue to be employed, if this would result in a layoff or failure to recall a qualified employee.
- 5. Students shall be supernumerary to the regular workforce.
- 6. Each student must work with a Full Time Regular employee who is a member of the Union when performing any bargaining unit work and

such work shall be performed on a student/teacher basis, provided there is a member of the bargaining unit in the department whose expertise is in the same discipline.

7. Students will be paid at the minimum of Group 3, step 3 if they are working towards a diploma or Bachelor's degree and at the minimum of Group 5 step 3 if they are working towards a Master's degree, except as otherwise mutually agreed between the Parties.
8. Students will only be entitled to overtime when working with a mentor when the mentor's task requires overtime.
9. Students will be paid 16.92% of base rate bi-weekly earnings in lieu of annual vacation, RWWL, and statutory holidays.
10. Students will be entitled to apply for posted jobs within the bargaining unit but they must complete their co-op term before they can accept employment in a non-co-op bargaining unit position.

h) Temporary Assignments

Employees will be considered on a temporary assignment when they have won a competition for a vacant position on a temporary basis. Temporary assignments may be within or outside of the Union, the Employer agrees to abide by the provisions of article 6.08.

When an employee is on a temporary assignment they will be paid according to the job rate for the position. If the temporary assignment is a promotion, article 7.05 Temporary Promotions, will apply. If the temporary assignment is a demotion, article 7.06 Demotions, will apply.

During the temporary assignment the employee will receive the benefit and vacation entitlements that are of greater benefit to the employee.

For example, if a Full-Time Regular (FTR) employee moves into a Full-Time Temporary (FTT) vacancy, they will maintain their FTR employee status as well as benefit and vacation entitlements. If a Casual employee moves into a FTT vacancy they will receive FTT employee status as well as the benefit and vacation entitlements of an FTT employee.

At the end of a temporary assignment employees will return to their base position, benefits and vacation entitlements.

ARTICLE 2 - UNION SECURITY AND DEDUCTION OF DUES

2.01 Union Membership

- a) All employees covered by this Agreement, shall, as a condition of employment, within 15 days of their employment by the Employer, become and remain members of the Union. The Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- b) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within 15 days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.
- c) The Employer will supply the Union, quarterly, with a listing of Union employees showing employee number, name, sex, job title, date of hire, date of termination, job group, step level, salary rate, salary effective date, division, department and work location, employment status (FTR, etc.), seniority, home address, home telephone number, and date of birth in the order requested.
- d) Both membership and dues deduction shall be retroactive to date of hire.
- e) The Employer will provide the Union monthly with a list of all Union employee hirings, transfers, promotions and terminations.

2.02 Policies and Procedures

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

2.03 Labour - Management Co-operation

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

2.04 Labour Management Meetings

- a) The Parties agree to form a Joint Employer/Union Committee to be known as the Labour Management Committee, to provide a forum for information exchange and discussion between the Union and Management.
- b) The Committee shall be composed to a minimum of four members, two Employer and two Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.

- c) The Committee shall meet quarterly or more frequently as needed and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the members of the Committee.
- d) Employees appointed as Union Representatives to the Committee shall be paid at straight time rates for attendance at Labour Management Meetings.

2.05

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

2.06 Union Insignia

- a) A Union member shall have the right to wear or display the recognized Union insignia bearing the designation MoveUP ("COPE, Local 378").
- b) The Employer agrees that the Union shall have the right to display a Union representative card at the work location of each Union representative, subject to mutual agreement concerning size, location and design. Such cards shall remain the property of the Union.
- c) The Union label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label as designated by the Union and the Union Label shall remain the sole property of the Union.
- d) BC Transit shall erect a flagpole on the property of each depot at a mutually agreeable location and the size of the flag will be the same dimensions as any other flag on display at each depot. The cost of the flag will be borne by the Union and the cost of the flagpole and its maintenance shall be borne by the Employer.

2.07 Union Access to Employees

The Employer agrees that access to its premises shall be allowed to any designated representative of the Union for the purpose of business connected with the Union, upon advance notice, subject to operational and security requirements.

2.08 Union Communication

- a) The Employer shall provide free bulletin board facilities at each of its premises for the exclusive use of the Union, with the location in each case to be determined by

mutual agreement of the parties. Such bulletin boards shall be used to post Union communications.

- b) The Union shall have the right to use the Employer's electronic mail/bulletin board system(s) to communicate with Employees in the bargaining unit. Employees shall have the right to use the Employer's electronic mail/bulletin board system(s) to communicate with the Union. Both the Union and the Employees shall at all times adhere to the Employer's policies regarding electronic mail/bulletin board system usage. Failure to do so will cause this provision to come to an end. The Employer shall provide the Union and each Employee in the bargaining unit with a copy of said policies and any updates thereto. There is no guarantee of privacy when using the Employer's electronic mail and computer systems.
- c) The Union may place ballot boxes in the workplaces of the Employer for the purposes of conducting Union elections, referenda, polling or collective agreement votes, subject to mutual agreement concerning the timing and location of such votes to avoid disruption of work.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.01 Definition

- a) "Grievance" means any difference between the Union and the Employer bound by this Agreement concerning its interpretation, application, operation, or any alleged violation, including any question as to whether any matter is arbitrable.
- b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Section 5.06. All other grievances shall be settled in accordance with the procedures set out below:

3.02 Union, Employer or Policy Grievance

- a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Employer's Labour Relations Department or their nominee(s), shall initiate such grievance by letter. Within five working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage IV of Section 3.03 below.

3.03 Employee Complaints and Grievances

The Parties intend that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

a) **Employee Complaints – Stage 1**

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor with or without Union job steward as soon as possible, but not later than 20 working days from the date of the action or the date the employee was advised of the action which led to the complaint.

b) **Employee Grievances - Stage II**

An employee through a Union job steward or any other Union representative may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than 20 working days following either:

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

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

The Employer's decision on the grievance shall be given in writing to the employee or their Job Steward not later than five working days from the date the grievance was discussed at Stage II. A copy of the decision shall be given to the Union and to the Employer's Labour Relations Department.

Job Selection grievances shall be conducted in accordance with the provisions included in Stage III below.

c) **Stage III**

A grievance not settled at Stage II may be referred in writing by the Union to the appropriate Management Representative, or their nominee, and Labour Relations within 20 working days of the Employer's decision at Stage II.

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

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

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

d) **Stage IV – Arbitration**

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration.

Should the Parties fail to reach agreement within ten working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Labour Relations Board.

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

- (iii) Each Party shall pay one-half of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iv) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
 - a) direct the Employer to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
 - b) make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a single arbitrator will be selected through the process outlined in Article 3.03 (e) (i). The arbitrator shall:

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

3.05

Where the time limits mentioned in this Section are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstated.

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

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

3.06

The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section 3.03. By mutual agreement of the Employer and the Union any other grievance may begin at Stage III.

3.07 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. A single arbitrator will be selected through the process outlined in Article 3.03 (e) (i).
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03 (e) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:

- a) A brief of pertinent documents will be jointly presented to the arbitrator.
 - b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
 9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator.
 10. The decision of the arbitrator is to be completed and mailed to the Parties within ten working days of the hearing.
 11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 12. The Parties shall share equally the fees and expenses of the arbitrator.
 13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

3.08 Disclosure of Information

With respect to every grievance, the Parties specifically agree to provide each other with full disclosure of all relevant evidence.

3.09 Deviation from Grievance Procedure

- a) The Employer will not initiate negotiation with the grievor in respect to a grievance resolution once the grievance has been initiated by the Union, without the prior consent of the Union.
- b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned on a without prejudice basis.

ARTICLE 4 - SALARY SCALES AND ALLOWANCES

4.01 Salary Scales

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

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

Biweekly rates are computed on the basis of 46% of monthly rates.

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

Monthly Salary Scales

Effective April 1, 2019

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,460	2,572	2,656	2,736	2,846	2,957
2	2,688	2,813	2,898	2,987	3,109	3,229
3	2,935	3,063	3,165	3,266	3,394	3,521
4	3,202	3,348	3,452	3,564	3,703	3,845
5	3,492	3,652	3,774	3,886	4,037	4,199
6	3,819	3,984	4,118	4,242	4,410	4,583
7	4,167	4,351	4,490	4,631	4,813	5,001
8	4,549	4,750	4,889	5,048	5,256	5,462
9	4,958	5,180	5,348	5,514	5,733	5,963
10	5,416	5,657	5,838	6,018	6,253	6,503
11	5,909	6,176	6,373	6,570	6,833	7,103
12	6,454	6,745	6,960	7,171	7,455	7,750

Bi-Weekly Salary Scales

Effective April 1, 2019

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,132	1,183	1,222	1,259	1,309	1,360
2	1,236	1,294	1,333	1,374	1,430	1,485
3	1,350	1,409	1,456	1,502	1,561	1,620
4	1,473	1,540	1,588	1,639	1,703	1,769
5	1,606	1,680	1,736	1,788	1,857	1,932
6	1,757	1,833	1,894	1,951	2,029	2,108
7	1,917	2,001	2,065	2,130	2,214	2,300
8	2,093	2,185	2,254	2,322	2,418	2,513
9	2,281	2,383	2,460	2,536	2,637	2,743
10	2,491	2,602	2,685	2,768	2,876	2,991
11	2,718	2,841	2,932	3,022	3,143	3,267
12	2,969	3,103	3,202	3,299	3,429	3,565

Monthly Salary Scales

Effective April 1, 2020

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,509	2,623	2,709	2,791	2,903	3,016
2	2,742	2,869	2,956	3,047	3,171	3,294
3	2,994	3,124	3,228	3,331	3,462	3,591
4	3,266	3,415	3,521	3,635	3,777	3,922
5	3,562	3,725	3,849	3,964	4,118	4,283
6	3,895	4,064	4,200	4,327	4,498	4,675
7	4,250	4,438	4,580	4,724	4,909	5,101
8	4,640	4,845	4,997	5,149	5,361	5,571
9	5,057	5,284	5,455	5,624	5,848	6,082
10	5,524	5,770	5,955	6,138	6,378	6,633
11	6,027	6,300	6,500	6,701	6,970	7,245
12	6,583	6,880	7,099	7,314	7,604	7,905

Bi-Weekly Salary Scales

Effective April 1, 2020

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,154	1,207	1,246	1,284	1,335	1,387
2	1,261	1,320	1,360	1,402	1,459	1,515
3	1,377	1,437	1,485	1,532	1,593	1,652
4	1,502	1,571	1,620	1,672	1,737	1,804
5	1,639	1,714	1,771	1,823	1,894	1,970
6	1,792	1,869	1,932	1,990	2,069	2,151
7	1,955	2,041	2,107	2,173	2,258	2,346
8	2,134	2,229	2,299	2,369	2,466	2,563
9	2,326	2,431	2,509	2,587	2,690	2,798
10	2,541	2,654	2,739	2,823	2,934	3,051
11	2,772	2,898	2,990	3,082	3,206	3,333
12	3,028	3,165	3,266	3,364	3,498	3,636

Monthly Salary Scales

Effective April 1, 2021

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,559	2,675	2,763	2,847	2,961	3,076
2	2,797	2,926	3,015	3,108	3,234	3,360
3	3,054	3,186	3,293	3,398	3,531	3,663
4	3,331	3,483	3,591	3,708	3,853	4,000
5	3,633	3,800	3,926	4,043	4,200	4,369
6	3,973	4,145	4,284	4,414	4,588	4,769
7	4,335	4,527	4,672	4,818	5,007	5,203
8	4,733	4,942	5,097	5,252	5,468	5,682
9	5,158	5,390	5,564	5,736	5,965	6,204
10	5,634	5,885	6,074	6,261	6,506	6,766
11	6,148	6,426	6,630	6,835	7,109	7,390
12	6,715	7,018	7,241	7,460	7,756	8,063

Bi-Weekly Salary Scales

Effective April 1, 2021

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,177	1,231	1,271	1,310	1,362	1,415
2	1,287	1,346	1,387	1,430	1,488	1,546
3	1,405	1,466	1,515	1,563	1,624	1,685
4	1,532	1,602	1,652	1,706	1,772	1,840
5	1,671	1,748	1,806	1,860	1,932	2,010
6	1,828	1,907	1,971	2,030	2,110	2,194
7	1,994	2,082	2,149	2,216	2,303	2,393
8	2,177	2,273	2,345	2,416	2,515	2,614
9	2,373	2,479	2,559	2,639	2,744	2,854
10	2,592	2,707	2,794	2,880	2,993	3,112
11	2,828	2,956	3,050	3,144	3,270	3,399
12	3,089	3,228	3,331	3,432	3,568	3,709

New – Partsperson Apprentice Wage Scale

April 1, 2019

	Apprentice (4 years)	Monthly Salary
75%	1 st year	\$3,473
80%	2 nd year	\$3,705
85%	3 rd year	\$3,936
90%	4 th year	\$4,168
	Apprentice (3 years)	
75%	1 st year	\$3,473
82%	2 nd year	\$3,797
90%	3 rd year	\$4,168
	Apprentice (2 years)	
75%	1 st year	\$3,473
90%	2 nd year	\$4,168

April 1, 2020

	Apprentice (4 years)	Monthly Salary
75%	1 st year	\$3,543
80%	2 nd year	\$3,779
85%	3 rd year	\$4,015
90%	4 th year	\$4,252
	Apprentice (3 years)	
75%	1 st year	\$3,543
82%	2 nd year	\$3,874
90%	3 rd year	\$4,252
	Apprentice (2 years)	
75%	1 st year	\$3,543
90%	2 nd year	\$4,252

April 1, 2021

	Apprentice (4 years)	Monthly Salary
75%	1 st year	\$3,614
80%	2 nd year	\$3,854
85%	3 rd year	\$4,095
90%	4 th year	\$4,336
	Apprentice (3 years)	
75%	1 st year	\$3,614
82%	2 nd year	\$3,951
90%	3 rd year	\$4,336
	Apprentice (2 years)	
75%	1 st year	\$3,614
90%	2 nd year	\$4,336

1.0 Application of Apprentice Wage Scale for Existing Warehouse Person Employees

In the event a current Warehouse Person employee is successful in the competition for a Partsperson Apprentice the employee's compensation will not be decreased to align with the apprentice wage scale. In this situation the employees wage will be frozen until they achieve the completion point in the apprentice program where they become eligible for an increase. Once they reach a point where they receive an increase they will continue to follow the apprentice wage scale.

4.02 Length-of-Service Increases

- a) Salary advances within the ranges shall be automatic except in cases of inadequate performance. In these cases, increases may be withheld provided the employee receives at least one month's written notice of intent to withhold the increase, with a copy provided to the Union.
- b) Increases will not be granted to employees on probation.
- c) Employees on sick leave will be limited to one length-of-service increase. After returning to work the employee will be entitled to the next increase on the same date they would have been entitled to an increase had not been absent for sickness.
- d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.02(f) below by combining their service prior to and following their leave of absence without pay.
- e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular employees will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) New employees will have their length of service increase date for their entry job determined by their date of hire.
 - (iii) Any regular employees who receive a promotion will receive a salary adjustment in accordance with Section 7.04, and will have their length of service date adjusted to reflect their date of promotion.
- f) An employee will progress along the salary scale at one year intervals until they reach the maximum of the salary range.

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

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

An employee whose salary is between steps of their salary range will have their salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length of service increase which would place them above the maximum of the salary range.

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

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

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter they will progress on the dates applicable to their position on the new salary scale.

- h) Time worked continuously on different jobs having the same job group shall be cumulative.
- i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.04 and will continue to receive their length-of-service increases on the new job on the same date as they would have received them had they been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six months' service on the higher level job.

4.03 First Aid Premium

In accordance with the requirements of WorkSafeBC, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available. The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates as per (i) below. When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance.

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

	Pay Allowance in Addition to Basic Rate	
	Wage Employees	Salaried Employees
Level 1	\$0.30 per hour	\$48.92 per month
Level 2	0.75 per hour	122.29 per month

Level 3	0.90 per hour	146.75 per month
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(ii) Non-Designated Employees authorized to receive First Aid Allowances

Pay Allowance in Addition to Basic Rate	Wage Employees	Salaried Employees
Level 1/2 years	\$0.21 per hour	\$34.24 per month
Level 2/2 years	0.24 per hour	39.13 per month

The above rates will be increased to be consistent with Company policy in other areas of the Employer's operations whenever such increase occurs.

4.04 Training Premium

In classroom training situations, or in on the job training situations as determined by the Employer, where an employee who does not have responsibility for conducting training as part of their defined job duties is assigned to conduct such training, they shall be paid a premium of five percent (5%) of their normal hourly rate for all time spent in instruction.

4.05 Second Language Premium

Employees in Customer Information who are regularly required by the Employer to use a language other than English in the performance of their job responsibilities will receive a monthly premium equal to five percent (5%) of their regular monthly salary.

4.06 Partsperson Red Seal Premium – Effective January 1, 2021

When working in a Partsperson (formerly titled Stockroom Clerk) position, employees will receive an hourly premium if they have their Partsperson Red Seal certification. Eligible employees will be paid a wage premium of \$2 per hour in addition to their straight time wages. In order to be eligible for the premium employees must provide the employer with documentation of their certification.

Red Seal Partspersons receiving the premium will be required to act as a mentor and on the job instructor should the Employer implement an Apprenticeship Program.

Employees who hold the Partsperson 3 Red Seal Certification, but are not employed in a Partsperson role will not be eligible for the premium.

ARTICLE 5 - JOB DESCRIPTIONS AND EVALUATIONS

5.01 Establishment of Job Evaluation System

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

5.02 New Job Classifications

BC Transit is the initiator of new job descriptions and will complete the evaluation and send to the union for their records.

A) New Job Classification

- i. A new job is defined as a position with duties and responsibilities that differ from an existing job and has a distinct job title.
- ii. Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.

B) New Job Classification Review

- i) A Request for Classification review may be initiated by an employee in a new job after being in the role for a minimum of three months and to a maximum of six months
- ii) The evaluation would follow the Job Evaluation Procedure as outlined in Section 5.05.
 - a. Reclassification to a Higher Level
 - i. If the new job is classified to a higher salary grade, the effective date of the increase will be retroactive to the date the employee started in the new job. Any salary increase will be processed in accordance to Article 7.04.
 - b. Reclassification to a Lower Level
 - i. If the new job is classified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification

equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 7.03.

5.03 Job Description and Evaluation Procedure

- a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix A. Appendix A will be updated and provided to the Union upon request.
- b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may appeal jobs and contact the Employer to discuss any problems or to obtain information related to jobs under review.
- c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
- d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done using the factor and level definitions outlined in the Plan.
- e) Job descriptions will be prepared by the Employer after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s).
- f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03 (c).
- g) All job descriptions will be evaluated by the Employer and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officer. Job descriptions will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Union. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request.
- h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

5.04 Job Evaluation Review Officer

- a) The Parties agree that the Union will train and appoint a minimum of one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as the Job Evaluation Review Officer on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officer.
- b) The primary responsibility of the Job Evaluation Review Officer will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 5.07.
- c) The Union Job Evaluation Review Officer will meet with the Employer to review material changes in duties and/or responsibilities in existing jobs which may have occurred.

5.05 Job Evaluation Review Procedure

A) Employee Requested Job Evaluation

- i. Job descriptions may be submitted for job evaluation no less than 18 months following the last evaluation unless there are material changes to the duties of the position.
- ii. An employee who requests a review of their position shall initiate the review process, in consultation with their Union Job Evaluation Review Officer, by submitting a Request for Classification Review form via email to the Joint Job Evaluation Committee.
 - a. Where more than one incumbent in the same area carries out the same tasks, one document and job description will be submitted for the group.
- iii. The employee and their Union Job Evaluation Review Officer will be provided with a copy of their current job description to be updated using available technology to record changes.
- iv. The employee and their supervisor must meet to discuss the employee's classification request and review the content of the proposed job description, with a draft copy of the job description provided to the affected employee.
 - a. If the employee and supervisor are not able to reach consensus about the scope of the job duties, the employee will request a meeting with their supervisor, Human Resources and their Union Job Evaluation Review Officer.

- v. If the current supervisor of the position being evaluated is acting or temporary, the supervisor whose base position it is must be included in the evaluation request process. If that person is unavailable, the next level manager will be required to approve any decision made.
- vi. Within 20 working days after the employee submits the documents to the supervisor, the supervisor shall submit the form and the finalized job description to the Joint Job Evaluation Committee via email.
- vii. The Joint Job Evaluation Committee will be comprised of at least one Human Resources employee and one Union Job Evaluation Review Officer.
- viii. The Joint Job Evaluation Committee will jointly review the request and evaluate the job description with the Job Evaluation Rating Manual.
- ix. The committee shall inform the employee, the supervisor and the union of the results of the evaluation.

B) Employer Requested Job Evaluation

- i. A supervisor may initiate a request for an evaluation of a position. Where there is an incumbent in the position, the supervisor will update the job description using available technology to record changes and review the changes to the position with the employee.
- ii. A final draft copy of the job description will be submitted with a Request for Classification Review form to the Joint Job Evaluation Committee.
- iii. The Joint Job Evaluation Committee will jointly review the request and review the job description with the Job Evaluation Rating Manual.
- iv. The committee shall inform the employee, the supervisor and the union of the results of the classification.

C) Reclassification

- i) Reclassification to a Higher Level
 - a. If the position is reclassified to a higher salary grade, the effective date of the increase will be retroactive to the date the Request for Classification Review form was received by the Joint Job Evaluation Committee. Any salary increase will be processed in accordance to Article 7.04.
- ii) Reclassification to a Lower Level

- a. Where a job is reclassified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 7.03.

5.06 Standing Arbitrator

The Parties will share equally the costs of a Standing Arbitrator who is responsible to resolve appeals under Section 5.07.

5.07 Job Evaluation Appeal

Appeal Process

- a) If an employee disagrees with the Joint Job Evaluation Committee's decision, the employee shall have the right to appeal to the Human Resources. The employee must file a classification appeal within 20 working days after receiving the written notification of the decision by completing the Appeal Form and submitting via email as outlined on the appeal form.
- b) An employee shall have the right to appear in person before a Human Resources member and the member may call any person(s) to provide relevant clarification in order to arrive at a just decision.
- c) The information contained in the Appeal form must clarify existing information submitted on the original request. The introduction of new information or changes to original information will not qualify for an appeal.
- d) Human Resources has 20 working days to evaluate the appeal and make a final recommendation.
- e) Grievance Procedure
 - I. In accordance with Article 5.06 Standing Arbitrator any disputes arising from the Job Evaluation Review Process will be referred to the Standing Arbitrator for final resolution within 20 working days.
 - II. The parties will submit their evaluations in advance to the Standing Arbitrator. The Standing Arbitrator will identify the issues in dispute, and will conduct a hearing limited to those issues. The Arbitrator's decision will be final and binding on the Parties.

- III. The arbitration hearing shall be of an expedited nature. It is agreed that formal participation at the arbitration hearings shall, except at the discretion of the arbitrator, be limited to one representative and one supporting witness from each party, excluding the legal representatives of each party, if any.

The time limits referred to in this Article may be extended by mutual agreement, and such agreement will not be unreasonably denied.

5.08

Any changes to the incumbent's pay group will be retroactive to the date either a review or appeal was initiated.

5.09 Positions Excluded from the Bargaining Unit

Prior to implementation, the Employer agrees to advise the Union of newly created excluded jobs which are excluded from the bargaining unit, along with the rationale for exclusion.

The following will apply to resolve the issue of whether a new or reclassified job is included in, or excluded from, the Union's bargaining unit.

- (a) Where the Employer intends to create a new excluded position or intends to reclassify a position within the Union's Bargaining Unit to excluded, the Employer will give written notification thereof to the Union, together with a copy of the relevant position description(s) and organizational chart(s), if then available.
- (b) Where the Employer provides the Union with a Manager role description and organization chart that outlines the role's direct reports, the parties agree that the role will be presumed excluded from the Bargaining Unit unless the Union can make a clear and compelling case for the inclusion of the position in the Bargaining Unit.
- (c) If the Union elects to challenge the proposed job classification as not being properly excluded from the Bargaining Unit, the Union will utilize the Grievance process as outlined in Article 3.

ARTICLE 6 – SENIORITY

6.01

All employees shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under Union jurisdiction. Employees as of April 1, 2010 who have continuous service with the Employer and its predecessor(s) shall maintain that seniority.

6.02

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

- a) Full-time temporary and casual employees who obtain regular status shall be granted seniority from their Employer entered service date within the Union jurisdiction based on all hours worked (excluding overtime).
- b) When two or more Full-Time Temporary employees are being considered for a vacancy posted pursuant to Section 7.09 of this Collective Agreement, Sub-Section 7.09(d) will apply to these employees and they will be considered to have seniority from their Employer entered service date within the Union jurisdiction based on all hours worked (excluding overtime) for the sole purpose of filling these postings.

6.03

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

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

6.04

An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of their return except as otherwise provided in this Agreement. Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Section 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one year from the date that the employee is required to withdraw from the Union under this provision.

6.05

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

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

6.06

- a) An employee who is on the recall list shall retain their past seniority plus continue to accrue seniority while on that list.
- b) Seniority accrued while on the recall list will not be considered in determining Employer service.

6.07

Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first 12 calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six calendar months from the date of entry.

6.08

Regular employees who obtain temporary positions outside the Union bargaining unit but within BC Transit shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their Union membership and remit required union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required. Such temporary positions shall be limited to six months, except that the period may be extended by agreement of the Employer and the Union. Agreement will not be unreasonably withheld.

In the case of Part time regular employees, seniority will accrue on the basis of their regularly scheduled hours in their Union bargaining unit positions.

ARTICLE 7 - EMPLOYMENT, TRANSFER AND TERMINATION

7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 489 hours actually worked excluding overtime. This period may be extended for up to an additional 489 hours actually worked (excluding overtime) by mutual agreement between the Employer and the Union. The Employer will advise the probationary employee and the Union of any performance deficiencies throughout the probationary period. Six weeks prior to the completion of the probation period, the Employer will meet with the employee to conduct an interim performance rating to discuss the employees' progress and any of their concerns. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding, a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

7.02 Hiring Rates

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

7.03 Promotions, Demotions and Transfers

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

- a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion nor demotion as defined above.
- d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.05(b) lasts for more than two (2) consecutive

working days and in the case of Subsections 7.05(a) and 7.05(b) is for six months or less.

- e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job until the maximum for the range reaches their salary.
 - (i) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job until they vacate the position. Any increases will be made on that higher rate of pay.
 - (ii) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, and other adds to pay.

7.04 Permanent Promotions

When an employee is promoted they will receive an increase of 5% on their base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group they shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, they shall receive such maximum.

7.05 Temporary Promotion

- a) Temporary Promotion
 - i. Should an employee be temporarily promoted to a higher level position in the bargaining unit they shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (iv), below.
 - ii. Should an employee be temporarily promoted to a non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion is two consecutive working days or longer. All temporary promotions must be presented to the employee in writing.
 - iii. Any entitlement for a temporary salary increase under Article 7.05 (a)(i) and (a)(ii) will not be paid for partial working days.
 - iv. If a temporary promotion is three groups or less above the employee's current level their promotional increase will be determined by Subsection 7.04 above. If a temporary promotion is four groups or more above their current level the Employer will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the

appropriate job level for the relief period but the minimum increase will be three groups.

- v. A statutory holiday shall be considered a working day in determining a promotion.
- vi. An employee temporarily promoted to a higher job group will receive the minimum for the position or five percent, whichever is greater. Under no circumstances will an employee receive greater than the maximum of the range.

An employee who is eligible for a length of service increase in their base position during the term of the temporary assignment will be eligible for that length of service increase outlined in Article 4.02. The five percent will be recalculated accordingly.

Upon returning to the base position, the employee will be paid in the step in the salary range that they would have received had they not taken the temporary assignment.

- vii. In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

b) Acting Employees

- i. Acting Employees shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase and benefit accrual (i.e. retiree benefits).
- ii. As Acting Safety and Training Officers do not perform the full scope of duties of the position they shall be placed one group lower on the salary scale. This will apply to all new Acting Safety Officers as of the date of ratification.

7.06 Demotions

- a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that The Employer will not assign such work in a discriminatory manner.
- b)
 - (i) In cases where the demotion is directly caused by the employee, for example through choice, the employee will be paid at the appropriate pay group for the position they are transferring to.

- (ii) In cases of inadequate performance the following shall apply:
If the employee has a year or more of service in the higher grouped job, upon demotion they will retain their rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum they will be reduced to the maximum of the lower group. If the employee has less than one year's service in the higher-grouped job, upon demotion their salary will be that which they would have attained had they moved directly to the lower-grouped job on the same date that they moved to the higher-grouped job.
 - (iii) Under special circumstances, including health cases, where an employee is being accommodated in a lower rated position, the employees wage rate will be red-circled.
- c) Any employee whose position is reclassified to a lower pay level due to re-evaluation, re-organization or redundancy due to change in methods, will retain their salary on a blue-circle basis under the following conditions:
- (i) Regular employees must accept retraining as provided by the Employer without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform.
 - (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform.
 - (iii) Regular employees who refuse retraining under paragraph (i) above will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
 - (iv) The Union will waive job postings to facilitate transfers of employees.

7.07 Job Competitions

Preference in appointments to the Employer's job vacancies under Union jurisdiction, shall be given to Union members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- a) Regular employees (including part time regulars).
- b) Any regular employee on layoff or recall
- c) Full-time temporary employees and casual employees.

Employees who have unresolved documented performance issues on file may be restricted from competing in job competitions at the employer's discretion.

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

7.08 Job Posting

- a) All Union job vacancies including additions to staff, shall be posted electronically for a minimum of seven calendar days with the exception of the following:
 1. Temporary vacancies involving vacation relief or a duration of less than three months.
 2. Expression of interests that are communicated via email within a specific position, group or department.
 3. Jobs at Group 3.
 4. Any other jobs as mutually agreed by the Employer and the Union.
- b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances posting may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- c) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, and the existing job title of successful Union applicant(s) for BC Transit job vacancies under Union jurisdiction. A late applicant shall be considered for a posted job provided they were absent from work due to sickness or vacation or away from the employee's workplace at the time the job was posted, and provided their application is received before another person is selected to fill the vacant position.
- d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, their 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 posting prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on their present job.

Any skills, abilities, knowledge and/or qualifications, which are established for any job, must be reasonably and fairly related to the major job duties to be performed as described in the job description.

Where the Employer accepts equivalencies for the skills, abilities, knowledge and/or qualification established for any job posting, such equivalencies will be applied consistently to all candidates.

- e) Non- Union bargaining unit employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this Article.
- f) Although selection of employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- g) **External Hires**

If a vacancy cannot be filled internally under this Article, then the Employer shall have the right to hire from external sources, providing that the same knowledge, skills and abilities requirements are applied to external and internal candidates.

7.10 Temporary Vacancies

- a) Temporary vacancies in full-time regular positions of over three months in duration will be posted in accordance with Section 7.09. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.09(d).

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

- b) Temporary vacancies in full-time regular positions involving vacation relief or a duration of less than three months will be filled, subject to the requirements of the department, in accordance with Subsection 7.09(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
- c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting for any temporary vacancy less than three months. Any temporary vacancy greater than three months must be posted. Notwithstanding the above, BC Transit will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.

- d) Where a regular employee fills a temporary full time position that employee will have the right to return to their regular job.

7.11 Qualifying Period

If a regular employee is promoted or transferred to a position within the bargaining unit, and is found to be unsatisfactory, the employee shall be returned to their previously held position or a similar position if available or exercise their rights under article 8.0 (except the provisions of article 8.02), provided this request is made within 90 days.

Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the appointment. If after six weeks from date of notification the employee has not moved to their new job because of a delay caused solely by the Employer, they will be paid as if they were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job. Notwithstanding the above employees shall assume the duties of their new position no later than ten weeks from the date of notification.

7.12 Return to Former Position

Employees who are promoted or transferred to another position may request a return to their former position without loss in seniority, provided the request is made within 90 days of the transfer. They will then be placed in the first available vacancy in their former position, provided they remain qualified.

ARTICLE 8 - LAYOFF AND RECALL

8.01

- a) If a reduction of regular employees is necessary due to a shortage of work or budgetary restraints, the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible, and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- b) Not less than ten working days written notice (20 working days for employees with five years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- c) The Employer will endeavour to place regular employees so affected in other vacant positions within the Victoria Regional Transit System 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 60 calendar days.

In such cases the Union agrees to waive the requirement to post. Where placement in an equal level job is made available to an employee, the employee shall not have any bumping rights under this Article.

8.02

A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise their bumping rights, in the Victoria Regional Transit System on the following basis:

- a) An employee with less seniority in the same job classification, or failing that, either:
 - b)
 - (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
 - (ii) Bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed 30 working days. If after 30 working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after 30 working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06.

- c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

8.03 Severance Pay

- a) Any regular employee who has received written notice of layoff and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
- six consecutive months of service - two weeks' regular earnings
 - three consecutive years of service - three 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 their severance pay entitlement.
- (ii) Defer payment of their severance pay entitlement until any time during their layoff and recall period or until their layoff and recall period expires.
- (iii) Terminate and receive severance pay.
- c) If a regular employee who received severance pay is recalled from layoff, they may be required to refund a portion of their severance pay. If the amount of severance pay received by the employee exceeds the actual amount of time they were on layoff, they will be required to refund the difference in severance pay between the actual amount of time on layoff and total severance paid (excess). Employees will be required to payback excess severance at the rate of one week's severance pay for two months of employment post recall until the excess severance is repaid in full.

8.04

- a) An employee affected by reduction in staff who assumes a lower group job as a result of the foregoing, and who has one year or more of service in the higher group job, will retain their rate if it is not beyond maximum of the lower group job; if it is beyond maximum they 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 year's service in the higher group job will assume the salary which they would have attained had they moved directly to the lower group job on the same date that they moved to the higher group job.

8.05

A regular employee who accepts another job under this Article shall have the right to reinstatement of their former position or one substantially derived from it, if such becomes available within two years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary they would have attained assuming they had not transferred to the position.

8.06

- a) Laid-off regular employees shall be placed on an employment office recall list for a period of two 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 receive priority access to all posted jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms their availability at three month intervals with the Human Resources Department.
- b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06 (b). Such employees will have seven calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the 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 group than that job from which they were laid off shall have their name removed from the recall list. An employee who fails to respond to a notice of recall and to report for work within the 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. 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 their address during the period of layoff, they will inform the Employer of such change by registered mail.

8.07

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

8.08 Automation & New Procedure

- a) The Employer will provide the Union with not less than 120 days' notice prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or down grouping of regular employees.
- b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

(1) Training

- (i) For the operation of new equipment
- (ii) For qualifying for new jobs created by such changes.
- (iii) For other vacant positions within BC Transit 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 30 working days.

(2) Placement

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

(3) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (a) and/or (b) above, may bump in accordance with Section 8.02.

(4) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.06(c).

- a) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

ARTICLE 9 - DISCIPLINE AND DISMISSAL

9.01 Just Cause

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

9.02 Union Representation

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

9.03 Notice

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide written notice within two days of any disciplinary action taken. The Union office will receive a copy of this written notice. It is understood that a verbal warning or reprimand shall not be deemed to be a disciplinary measure and shall not be reported in any employee's personnel file as described in Article 24.01.

9.04 Right to Grieve

The Union shall have the right to grieve any dismissal or discipline involving any employee.

9.05 Preliminary Hearing

Once the Employer has completed its investigation into a disciplinary matter, and where dismissal or discipline involving a suspension of three days or more is contemplated, the Employer, the Union and the employee will, if mutually agreed, meet prior to the imposition of such discipline. The purpose of this meeting is to review the facts of the case that are known to each party. The Employer will reveal the allegations on which it relies and the employee and Union representative will provide a full account and explanation of the facts as known to them and any mitigating factors on which it relies.

ARTICLE 10 - WORKING HOURS

10.01 Work Day and Week

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

- a) Work Day: any consecutive 7.5 hours of work, exclusive of lunch period, in a calendar day.
- b) Working hours will be the equivalent of 35 hours per week. Employees will continue to work a normal week of five x seven and one-half hour days and shall receive 17 days a year Reduced Work Week Leave (RWWL).
- c) RWWL days:
 - i. May be scheduled to allow employees one full day off in each of the 16 bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01 (g) below, will an employee be scheduled off less than 17 days per calendar year in service.
 - ii. RWWL days will be front loaded at the beginning of each calendar year.
 - iii. Employees may group together five RWWL days to be scheduled at one time, however grouped RWWL days cannot coincide with booked AV weeks unless there is mutual agreement between the employee and their Manager.
 - iv. Single, scheduled RWWL days are allowed to coincide with booked AV weeks.
 - v. During AV sign-up, article 13.15 remains intact, all employees will sign AV weeks first. Once all AV has been signed RWWL days will be signed next, in order of seniority.
 - vi. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
 - vii. If there are more than four RWWL days remaining to be scheduled as of September 30th the Manager will have the right to schedule those days prior to the end of the year.
 - viii. Any RWWL time that has not been used will automatically be paid out at the end of each calendar year.
 - ix. Under no circumstances can RWWL days be banked or held over for the following year.
- d) **Definitions**
 - ◆ "Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
 - ◆ "Authorized Variation" means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
- e) Standard and authorized variations will be as follows:

- (i) Starting time - Standard 08:00
Authorized Variation 06:00 - 10:30
- (ii) Lunch break - Standard - per current local practice Authorized Variation - one-half hour or one hour. A 15 minute period of rest shall be permitted in the first and second half of a shift.
- (iii) Work Week - Standard - Monday through Friday
Authorized Variation - Monday through Saturday by agreement of the Parties.
- (iv) Application - Standard - To be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation - May be deferred or rescheduled up to a maximum of 15 days; beyond 15 days must be taken off *, however, any deferred days may be used for:

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

* This requirement is not "Subject to Departmental Requirements".

- e) Pre-scheduling to be for 12 week periods, or multiples thereof, with sign-up at least two weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
- f) RWWL will apply only to full-time regular employees.

Employees who are hired within the calendar year will have their RWWL days prorated and front loaded accordingly. In the event where an employee is terminated, resigns or takes an extended Leave Without Pay within the calendar year and the value of RWWL days taken exceeds the value of days earned, the shortfall will be recovered from the employee's last pay prior to leave.

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

- g) Employees on leave of absence without pay in excess of a three month period will not earn their leave for the period they are away and their RWWL allotment will be reduced accordingly.

Employees absent as a result of sickness or injury for a period in excess of 17 weeks will not earn their leave for the period they are absent in excess of 17 weeks and their RWWL allotment will be reduced accordingly.

- h) In the event an employee uses more RWWL days than their entitlement and subsequently during the year books off on a protected leave and does not accrue any RWWL days, which results in a negative balance at the year end. The employee will be allowed to deduct the negative balance from their next year's RWWL accrual or use any of their accumulated banks (AV and OT).

ARTICLE 11 - SHIFT WORK AND NON-STANDARD HOURS

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.

Shift Job List

Partsperson

Customer Relations Agent
Operations Services Clerk
Farebox & Supplies Clerk

11.02

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

a) Working Hours

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

b) Work Day

Any consecutive seven and one-half hours of work, exclusive of lunch period, in a calendar day.

c) Work Week

Any consecutive five days of work out of seven consecutive calendar days. The remaining two days will be scheduled as days off.

d) Work Year

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

e) Lunch Periods

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

f) Rest Period

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

g) Rest Interval between Shifts

An employee shall have an eight hour rest period between scheduled shifts. Employees who voluntarily sign less than an eight hour rest between shifts on sheet change will be required to work such shift. Employees who are required to sign less than an eight hour rest between shifts on sheet change shall be booked off and compensated for all hours booked off.

11.03 Sunday Premium

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

11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 06:00 to 17:00.

Shift workers shall be paid a shift premium equal to \$1.70 per hour for all hours of a specific shift that fall outside the day shift.

11.05 Shift Sign-up Procedures

A majority of any group of shift workers may elect to have a sign-up on a length of service in their current position to establish choice of shifts and days off to a maximum of four sign-ups per calendar year.

For the purpose of this section only, length of service will be defined as the length of continuous service during which the employee has been a regular employee within the group of shift workers that have elected to have a sign up.

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

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

- a) Sign-up will occur no less than six weeks before the schedule start date of the sign-up.
- b) Employees who will be returning to work during the life of the sign-up will participate in the sign-up.
- c) Each employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of one week prior to sign-up.
- d) If an employee is not present, cannot be contacted, doesn't leave a shift choice or refuses to participate at their sign-up time, the Union representative will assign the employee to a shift that most closely resembles their current shift.

11.06 Notice for Relief

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

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

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

ARTICLE 12 - OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION

12.01 Overtime Payments

The Employer will distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to regular employees within the job category.

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

- a) All hours in excess of eight and one-half hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- b) All hours in excess of seven and one-half hours worked in a work day where an employee works overtime both before and after their scheduled shift on that day.
- c) All work on an employee's scheduled days off up to nine hours two times, from nine hours to ten and one-half hours two and one quarter times, for ten and one-half hours and thereafter three times.
- d) All overtime worked between the hours of midnight and their normal starting time.
- e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of 75 hours in a calendar year. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor up to the maximum of 75 hours taken in any calendar year. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bank only those hours sufficient to bring their bank to the 75 hour maximum in the subsequent calendar year.

(For example, an employee carrying over 15 hours to a subsequent year will only be permitted to bank up to an additional sixty hours during that subsequent year.)

- f) An employee may request to have the total amount in their overtime bank paid out at any time at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year provided the withdrawal and any additional overtime banked does not exceed the 75 hour maximum provided in 12.01(e). Cash withdrawals will be permitted up to a maximum of two times per calendar year.

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

12.02 Overtime, Travel Time Payments and Meal Intermissions

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

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

- (i) where the actual overtime worked, exclusive of any meal period, is two hours or longer on a regular day or shift;
 - (ii) where the actual overtime worked, exclusive of any meal period is four hours or longer on a regular day or shift, an additional meal period shall be granted. For each additional four hours thereafter another meal period shall be granted;
 - iii.) where an employee misses a paid meal period to which they are entitled they shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked;
 - iv.) meal allowances will be paid in accordance with BC Transit policy.
- e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the Employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed seven and one-half hours per day.
 - f)
 - (i) Employees working overtime are entitled to an eight hour break after the overtime without loss of pay.
 - (ii) Employees are required to report to work if the eight hour break after overtime expires before the midpoint of the shift.

- (iii) The shift will be forgiven without loss of straight time pay if the eight hour break expires after the midpoint of the shift.
- (iv) Employees who are required by the Employer to return to work before the expiry of the eight hour break will be paid at two times their regular rate of straight time pay for all hours worked on that shift.
- g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs, including any reasonable child care costs and for alternative transportation home under the following conditions:
 - i.) Provided that normal means of transportation is not available.
 - ii.) employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 - iii.) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their Supervisor during their scheduled shift that they will be required to continue working beyond their scheduled quitting time.
- h) Each employee shall have at least eight consecutive hours free from work between each shift worked.

12.03 Reporting at Non-Regular Centre

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

12.04 Minimum Paid Periods

If an employee is required to remain at their work place to work overtime, they will be paid for a minimum of one-half hour. Time worked beyond the first one-half hour of overtime will be recorded to the next higher quarter hour. The applicable clause may be invoked with respect to meal breaks. If the employee is required to return to their normal work location, aside from a normal meal break, or if they are required to perform overtime work at another location, a two hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on their scheduled day off will be paid for a minimum of four hours at overtime rates, but will not be paid for time spent in travelling to and from their normal work location.

12.05 Standby Duty and Electronic Consultation

a) Standby Duty

An employee scheduled on standby, whether or not they carry an electronic communication device, will be paid two hours at straight-time for the 24 hour period commencing daily at 08:00 Monday to Thursday, inclusive, three hours at straight-time for the 24 hour period commencing at 08:00 Friday and four hours at straight – time for the 24 hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours' notice of standby duty, the standby duty will be voluntary.

No employee will be required to accept standby on two consecutive weekends or on two consecutive holiday weekends.

b) Electronic Consultation

Where an employee is consulted by a Supervisor or their delegate by telephone or electronic text messaging outside of their normal hours of work concerning a problem of work, an electronic consultation premium will be paid as follows:

- (i) Pay per electronic consultation equivalent to one-half hour or the length of the consultation, whichever is greater, at overtime rates, for consultations prior to 23:00, and one hour's pay at two times for consultations between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive electronic consultation takes place within one-half hour of the end of a preceding consultations, it will be construed as being part of the preceding consultations and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii.) The electronic consultation premium will not be paid when an employee is on standby duty.
- (iv) It is understood between the Parties that situations may arise where no employee is delegated to act on their Supervisor's behalf, and a serious and significant problem occurs that requires an employee (on duty) to consult another employee who is off duty by telephone in order to resolve the problem. Such situations will be reviewed by BC Transit on a case-by-case basis.

12.06 Call-Out Provisions

a) Minimum Compensation

An employee called to work during off duty hours or on a normal day off shall be paid at overtime rates for a minimum of two hours beginning from the time they

leave their residence. An employee will be paid one-half hour at the overtime rate to return home after the completion of the call out. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in 12.01(c) will apply for any hours exceeding seven and one-half hours worked on an employee's scheduled days off.

b) Meals

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

c) Rest Interval After Overtime

- (i) Employees called out to work overtime are entitled to an eight hour break after the overtime without loss of pay.
- (ii) Employees are required to report to work if the eight hour break after overtime expires before the midpoint of the shift.
- (iii) The shift will be forgiven without loss of straight time pay if the eight hour break expires after the midpoint of the shift.
- (iv) Employees who are required by the Employer to return to work before the expiry of the eight hour break will be paid at two times their regular rate of straight time pay for all hours worked on that shift.
- (v) Employees called out to work overtime less than four hours before the start of their regular working day or shift will work their regular shift at straight time and be paid overtime for the period of the callout before the shift.

ARTICLE 13 - VACATIONS

13.01

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

13.02 Year-of-Hire Vacation Entitlement

During the first year of service, employees will earn and may take off their earned vacation entitlement on a pro-rated basis.

13.03 Annual Vacation Entitlements

An employee shall earn their annual vacation entitlement for the calendar year. They may take their annual vacation anytime during that calendar year, however, should the employee leave their employment from BC Transit during the calendar year, they will repay any vacation taken but not earned on a pro-rated basis. Annual vacation entitlements will be credited for the year effective January 1 with pay as follows:

- a) Employees who terminate prior to their first anniversary date will be paid out for any vacation earned but not taken.
- b) Vacation Entitlements

In the calendar year of:

1 st	-	7 th anniversary	-	3 weeks
8 th	-	15 th anniversary	-	4 weeks
16 th	-	22 nd anniversary	-	5 weeks
23 rd and later anniversary	-		-	6 weeks

*An employee shall not take a vacation in their first anniversary year until they have completed their probationary period.

Employees will be entitled to one additional day of vacation for each year of service commencing in the 25th calendar year of service, until a total of 35 vacation days has been reached.

13.04 Payment of Vacations

- a)
 - (i) Current vacation will be paid based upon the greater of either:
 - a) an employee's rate of pay at the time the vacation is taken or,
 - b) depending upon their vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of their previous year's earnings. The percentage

rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (a) or percentage (b) calculations above.

This adjustment (A/V differential) will be paid to all affected employees in one payment at the end of the payroll year.

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

13.05 Past Service Credits

Past service credits for vacation purposes will be recognized in accordance with Article 6: Seniority of this Agreement.

13.06 Broken Vacations

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

13.07 Banking Vacations

- a) Employees with three weeks' vacation entitlement and four years or more of service will be permitted to bank up to one week of vacation and take it in the following year or later.
- b) Employees with four weeks' vacation entitlement will be permitted to bank up to one week of vacation and take it the following year or later.
- c) Employees with five weeks' vacation entitlement will be permitted to bank up to two weeks of vacation to be taken in the following year or later.
- d) Maximum banks permitted at any one time:
 - ◆ Three weeks' vacation entitlement: four weeks
 - ◆ Four weeks or more vacation entitlement: 12 weeks
 - ◆ Five weeks or more vacation entitlement: 15 weeks

13.08 Statutory Holidays During Vacations and Leave of Absence

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

13.09 Relieving on Higher-Grouped Job

If an employee is relieving on a higher-grouped job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job. If an employee is required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take their annual vacation at some other less convenient time, they shall qualify for the higher rate for vacations as set out in the sentence immediately preceding.

13.10 Proration of Annual Vacation Entitlement

- a) Annual vacation entitlement will not be reduced for absences due to sick leave, income continuance, or workers' compensation injury unless an employee is absent for a period exceeding one year.

In the year an employee returns to active status, prorated vacation will resume. The annual vacation in the year of return will be reduced by one twelfth for each month of absences in the year of return.

- b) Where an accumulation of absences other than Union leave, sick leave, income continuance, WorkSafeBC, maternity leave, parental leave and annual vacation exceed three calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth for each full month of absence in excess of three months.

13.11 Vacation and Sick Leave

- a) If an employee is absent from work on sick leave or WorkSafeBC immediately preceding the commencement of a period of vacation or becomes sick after the commencement of a period of vacation, then the vacation will be rescheduled on request and with medical verification if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time they originally scheduled their vacation. In order to qualify for such rescheduling the employee must make their request within two working days after the date on which their vacation was scheduled to commence or as soon as possible if becoming sick after the commencement of a vacation period. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

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

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate covering the applicable period confirming that the employee would have been physically unable to perform their assigned duties.

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

13.12 Change in Scheduled Vacation

- a) Both BC Transit and the employees will avoid changing vacation schedules once they have been approved, subject to extenuating circumstances.
- b) If an employee is required to change their scheduled vacation at the request of the Employer, the Employer will reimburse the employee for those direct travel costs incurred by the Employee as a result of such change, and the employee's changed vacation period(s) shall be re-scheduled to a time mutually acceptable to the Employer and the Employee.

13.13 No Call Back From Vacation Without employee's Consent

- a) Once an employee has commenced a scheduled vacation, such employee shall not be called back to work by the Employer, without the consent of the employee.
- b) If an employee agrees to a call back to work by the Employer after the employee has commenced a scheduled vacation, the Employer shall reimburse the employee for those direct costs incurred by the employee as a result of such call back, and the Employee's remaining vacation will be rescheduled to a time mutually acceptable to the Employer and the Employee.

13.14 Part Time Regular Employees – Vacation Time

Part Time Regular Employees shall earn, bank and use vacation time pro-rated on the basis of their full time equivalency (FTE). In the event that the value of vacation taken in a given year exceeds the value of vacation earned, the shortfall will be recovered from the employee's pay at year end.

13.15 Annual Vacation Sign-Up

Vacation may be scheduled by mutual agreement for non-shift workers. If the parties are unable to come to agreement, the following vacation sign-up procedure shall apply. The following vacation sign up procedure shall apply to shift workers:

- a) Vacation sign-up occurs once a year and must be completed prior to October 31st each year unless specified otherwise in the Collective Agreement.
- b) Each employee must submit a completed intent form by October 1st listing the number of weeks of annual vacation the employee intends to take. This information will be used by management to determine the number of vacation spots to be allocated for each week of the sign-up.
- c) All regular employees will participate in the sign-up including those on a temporary transfer of absence. Each employee will be assigned a sign-up date and time for each round of the sign-up. These dates and times will be posted a minimum of one week prior to sign-up.
- d) If an employee is not present, cannot be reached, hasn't left a choice slip or refuses to sign during their sign-up time, the Union representative will sign vacation weeks for the employee similar to their current year's selection.
- e) Vacation weeks that become available after the annual vacation sign-up:
 - i) If a vacation week becomes available during the vacation year because of retirement, termination, transfer.
 - 1 That week will be made available to employees in order of seniority, who did not have the opportunity to sign it during the annual vacation sign-up, and
 - 2 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.
 - ii.) This process will continue until no employee wishes to schedule the vacation week(s).

13.16 Operations Services Clerks – Annual Vacation & Banked Statutory Holiday Sign-Up

The following procedures will govern the scheduling of annual vacations and banked statutory holidays for Full Time Regular and Part Time Regular Operations Services Clerks.

1. Operations Services Clerks (OSC'S) will sign for their vacation and then banked stats in October of the year prior to the one in which vacation/banked stats are to be taken.
2. OSC's will sign for annual vacation and banked stats in seniority order within the whole group, including both full time regular and part time regular employees.
3. There will only be one vacation/banked stat slot available for signing in any given week, with the following exception:
 - a) When there are more than 52 weeks of vacation/banked stat entitlement amongst the entire group, the Depot Supervisor will permit "doubling" of the allowable vacation slots in certain additional weeks in order to accommodate the excess weeks of entitlement.
 - b) The Depot Supervisor will designate those doubling weeks prior to the commencement of the vacation/banked stat sign up.
 - c) During the doubling weeks, two slots will be available for signing, except that no more than one part time regular employee may sign for vacation/banked stats during the same week.
 - d) To facilitate the doubling of vacation/banked stat weeks there may be training required to enable part time regular employees to perform specialized job duties on a relief basis. Once a part time regular employee has been provided such training, it will be their responsibility to maintain the specialized knowledge in order to perform the duties whenever the requirement arises.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01

The following are acknowledged as statutory holidays:

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

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

14.02 Statutory Holidays

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

14.03

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

14.04

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

14.05

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

14.06

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

14.07

Shift workers who work on scheduled days off in lieu of statutory holidays shall receive two times and shall not be entitled to another day off in lieu. This payment will not apply to hours for which overtime rates are paid.

14.08

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

ARTICLE 15 - SICK LEAVE ALLOWANCES

15.01 Current Sick Leave Allowances

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

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

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

15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave entitlement at full pay shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to work in the new calendar year, the employee will become eligible to the sick leave allotment set up on January 1 of that year as determined by their length of service.

15.03

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

15.04 Medical Certificate Requirement

- a) Employees who are absent due to sickness for more than five days are required to submit a medical certificate on the prescribed form. Employees who are absent on frequent, short term absences due to sickness (more than four in a 12 month period) are required to provide a medical certificate on the BC Transit / Union sick

leave form for the next absence. Employees on sick leave or income continuance must continue to be available in the vicinity of their 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.

- b) The Employer may require an employee who is absent due to sickness exceeding 30 continuous calendar days to submit a medical certificate on the prescribed form.
- c) **Medical Examinations**

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

15.05 Sick Leave Recovery

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

ARTICLE 16 - CLOTHING ALLOWANCES

16.01

The Employer will provide uniforms and other items of clothing, as specified, to employees engaged in the occupations listed below. Where rainwear is specified, cold weather clothing shall be substituted on proof of need.

a) Operations Services Clerks; Farebox & Supplies Clerk (Handling Fareboxes)

- ◆ Upon hire reimbursement up to \$95.00 (including taxes) for trousers, and thereafter replacement upon proof of need.
- ◆ Rainwear on proof of need.

b) Farebox Receipts Attendant

- ◆ The Employer will continue the current practice of providing and cleaning smocks.

c) Training & Safety Officers

- ◆ Upon hire one outerwear jacket, two trousers, one fleece jacket, three shirts, golf shirts (through company supplies), and thereafter replacement on proof of need.

16.02

Employees who are issued uniforms shall receive the same cleaning allowance that is paid to the transit operators.

16.03 Safety Shoes

Employees who are required to wear safety toed footwear in designated areas will receive a shoe allowance up to a maximum of \$200.00 for one pair per year or \$400.00 per two year period, with replacement being on proof of need. The footwear purchased must be CSA approved and suitable for the work performed.

16.04

The Employer will provide protective clothing where reasonably required.

16.05

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

The following guidelines shall be considered in determining suitable footwear:

- a) Footwear should be made of leather or other equally firm material.

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

ARTICLE 17 - TRANSPORTATION AND MOVING ALLOWANCE

17.01

- a) Where an employee uses their personal vehicle on the Employer's business, with the approval of the Employer, they shall receive reimbursement for mileage in accordance with BC Transit policy, or 55 cents per kilometre, whichever is greater, for all distance travelled on Employer business. An employee's personal vehicle should only be used when pre-approved by the supervisor as the most economical or logical method of travel under the circumstances.
- b) When travelling between the Greater Victoria Transit Centres, a BC Transit pool car, where available, should be the first choice and users must adhere to BC Transit's Pool Fleet Vehicles Policy. When required, employees can claim taxi or mileage when between the Greater Victoria Transit Centres. This travel must be pre-approved by a Director, Executive member or designate and coded to the appropriate business unit and account.
- c) The employee is responsible for properly insuring their vehicle for business usage where required by the Insurance Corporation of BC. Any additional cost of insurance incurred by an employee, beyond the cost of insuring their vehicle for "to and from work", will be reimbursed by the Employer on proof of expense, and provided the Employer requires the employee to use their own vehicle. Any employee involved in an at-fault collision while using their personal vehicle or rental 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 \$500.
- d) Where an employee's vehicle is damaged where the employee is using their vehicle while working the Employer will reimburse the cost of any deductible portion of insurance coverage on that vehicle to a maximum of \$500.

17.02 Travel Status

An employee is considered on travel status when traveling to and from an alternate location outside of the Victoria BC Transit Centres regardless of mode of transportation. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which they have travelled the employee will be paid travel allowance to a maximum of seven and one-half hours per day for time spent waiting to leave that location, this includes time spent at airports waiting for flights. Mode of transportation will be determined as per BC Transit Policy.

17.03 Travel Status Compensation

All time travel status will be compensated at straight time. No additional compensation will be provided if employees work while on travel status unless the employee is required to work outside their regular work day, then that time will be compensated as per article

12.01. Time on travel status outside of an employee's regular work day does not count towards time worked for the purpose of overtime. If an employee is consulted outside of regular hours by their manager or supervisor, provisions of article 12.05 b) will apply.

When on travel status on a regular scheduled day off, or a statutory holiday, employees will be compensated at straight time for all hours on travel status and receive time off in lieu. Time off in lieu will be equivalent to hours spent on travel status up to a maximum seven and one-half hours per calendar day and will be scheduled on the next scheduled work day immediately following the employees return, or an alternate day as mutually agreed between the employee and their manager within 30 calendar days.

When an employee is required to work and travel on the same day, there should be mutual agreement between the employee and their manager as to whether the employee travels the same day or stays overnight and travels home the following day.

17.04 Travel Expenses

- a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed in Canadian currency at the appropriate exchange rate as follows:
 - (i) airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be at economy class and automobile rentals will be compact cars. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - (ii) hotel rooms not exceeding BC Government rate per day unless otherwise approved by the Employer; and
- b) Meal allowances will be paid in accordance with BC Transit policy.
- c) A mileage allowance shall be paid to an employee using their private vehicle to travel from their residence to the determined public transportation mode terminal and from that terminal to their residence, with the amount to be in accordance with BC Transit policy, or 55 cents per kilometre, whichever is greater.

17.05 One Person Rooms

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

17.06 Child Care Expenses

If the Employer requires an employee to be out of the employee's normal working locale overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of receipted child care expenses up to \$100.00

per day to a maximum of 15 days per calendar year unless otherwise pre-approved by Employer. This reimbursement may be subject to Canada Revenue Agency taxation rules.

ARTICLE 18 - SAFETY REQUIREMENTS

18.01 Working Practices

The Parties to this Collective Agreement intend to conduct a safe operation.

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

No employee shall undertake any work which they deem to be unsafe. Such incidents must be reported immediately to the employee's supervisor, and investigated by the local management in consultation with a member of the Occupational Health and Safety Committee.

18.02

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

18.03 Computer Terminals

The Employer shall ensure that all new computer terminals shall have adjustable keyboards, sit & stand desks, and screens wherever possible.

18.04 Shut Down or Modified Work

If any work is shut down or modified by the Employer for a period of 48 hours or less, as a result of:

- a) a complaint by an Employee concerning health and safety;
- b) a refusal to work in accordance with the Workers' Compensation Act & regulations;
- c) an order of a government inspector:
employees will be kept whole with respect to pay, benefits, service and seniority, as if there had not been a shut down, and may be reassigned temporarily to other work for which they have the ability and qualifications.

18.05 Transportation of Injury/Illness Victims

If an employee is working away from the Greater Victoria area and becomes ill or injured requiring hospitalization, and the employee is unable to provide their own transportation home or to their temporary accommodation, the Employer will arrange and pay for the transportation.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Leave of Absence

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

<u>Employee's Length of Service</u>	<u>Maximum Total Length of Leave in a Calendar Year</u>
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<u>three-five years</u>	<u>three months</u>
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<u>More than five years</u>	<u>12 months</u>
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Notwithstanding the above, where an employee has more than three years' service, the Employer will consider granting a leave of absence without pay for a period of up to twelve months for the purpose of attending full time at a recognized post-secondary educational institution including any and all training at the Justice Institute of BC or the RCMP Depot

Employees are expected to research the impact of such leave on benefits, pension, seniority, and/or union dues. BC Transit and Union will provide such information upon request. Final approval of leave is dependent on such issues being satisfactorily resolved.

- b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work.

Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will be required to make up the time missed at regular straight time or have the option to deduct the time from any banked time that is available to the employee. Where an employee has no banked time entitlement, such appointment will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two hours will result in the excess over two hours being deducted from sick leave, RWWL bank, banked overtime at the employees discretion or from pay if paid sick leave is exhausted and the employee does not wish to use another bank.

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

19.02 Bereavement Leave

- a) Bereavement leave of absence of up to five days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
- b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to their vacation entitlement.

19.03 Special Leave

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

- ◆ serious household or domestic emergency.
- ◆ attend funeral as pall-bearer or mourner.
- ◆ attend their formal hearing to become a Canadian citizen.
- ◆ moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- ◆ full period of any quarantine.
- ◆ leave for Canadian Armed Forces (Reserve) training camps.
- ◆ wedding of the employee.
- ◆ attend wedding of the employee's child.
- ◆ court appearance for hearing of employee's child.
- ◆ in the case of serious illness or hospitalization of a parent or stepparent of the employee, when no one other than the employee can provide for the needs of the parent or stepparent.
- ◆ child custody hearing.
- ◆ employee or employee's child is a victim of domestic violence.

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Subsection 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day.

Leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

19.04 Court Leave

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

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Employer will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a course not approved by the Employer, except that in this case the leave shall be granted without pay. In such a case, an employee will be permitted to use a RWWL day or banked overtime to top up their pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Employer.

19.06 Maternity Leave

- 1) Maternity Leave
An employee is entitled to maternity leave of up to 17 continuous weeks.
- 2) Medical Certificate
Employees shall provide the Employer with a medical certificate outlining any limitations or restrictions in her ability to perform her duties if any and shall indicate her approximate due date.
- 3) Notice
Employees will notify the Employer in writing of the expected date of birth at least ten weeks prior to the expected date of birth. The period of maternity leave may commence up to 13 weeks prior to the expected date of birth but shall commence no later than six weeks prior to the expected date of birth.

The commencement of leave at six weeks prior to the expected date of birth may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two weeks prior to the date she originally wished to commence her leave of absence.
- 4) Return Date
Once the Employee has commenced her leave of absence, she will not be permitted to return to work during the six week period following the date of delivery unless the Employee requests a shorter period and will return no later than 17 weeks after the actual birth date.
- 5) Extension of Leave

An Employee who needs an extension of maternity leave as a result of medical issues involving herself or her baby may be granted an additional leave of absence without pay, for up to a maximum of six weeks. She will be required to provide a medical certificate substantiating the need for the leave.

- 6) Maternity Leave Allowance
- a) A qualified employee is full time regular permanent status, with a minimum of one year of active service. An employee who qualifies for maternity leave shall be paid a maternity leave allowance. In order to receive this allowance, the employee must provide the Employer proof that the employee has applied for and is eligible to receive Employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
 - b) The maternity leave allowance will consist of 16 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay. Such payments will be made consistent with the Employment Insurance Act.
 - c) The employee must fulfil a return to work commitment equivalent to the length of the leave taken to avoid a prorated repayment penalty being applied.

19.07 Parental Leave

- 1) An employee is entitled to apply for parental leave, providing the employee is either the:
 - Parent of an expected new-born child; or
 - Adopting parent of a child placed or about to be placed with the parent for the first time.
- 2) A parent giving birth who takes maternity leave must commence their 61 week parental leave at the end of their maternity leave unless both the parent giving birth and their employer agree to a different date.
- 3) Other parents are entitled to 62 weeks of consecutive leave which must be commenced within 78 weeks of the child's birth.
- 4) An adopting parent is entitled to 62 weeks of leave, which must be commenced within 78 weeks of the date the child is placed with the parent.
- 5) In the case of multiple births, or more than one child being placed with adoptive parents at the same time, only one leave is allowed.

- 6) A request for parental leave is separate from a request for maternity leave. The two notices can be submitted together, but the parent giving birth should make it clear they are requesting the two leaves.
- 7) The duration of parental leave under this Part is as follows:
 - a) Birth mother
 - Up to 61 consecutive weeks
 - Parental leave must begin immediately following the end of pregnancy leave unless the employee and employer agree otherwise.
 - b) Parents and Adopting Parents
 - Up to 62 consecutive weeks
 - Parental leave may begin any time within 78 weeks after the child's/children's birth or the child or children are placed with the parent
- 8) If a child, either natural or adopted, suffers some physical, psychological, or emotional difficulty, both parents of the child may apply for up to five consecutive additional weeks of unpaid leave, to be taken immediately after the end of their parental leaves.

19.08 Parental Leave Allowance

- 1.) Employees are entitled to parental leave allowances as follows:
 - a) A qualified employee is full time regular permanent status, with a minimum of one year of active service.
 - b) Upon written request a qualified employee shall be entitled to opt for either standard parental leave for up to 35 consecutive weeks with pay or extended parental leave of up to 61 consecutive weeks with pay.
 - c) The parental leave allowance will consist of 35 weekly payments equivalent to the difference between the employment insurance gross benefits & any other earnings received by the employee and 75% of the employee's basic pay. Such payments will be made consistent with the Employment Insurance Act.
 - d) Should the employee request extended parental leave of 61 weeks, the amount paid to the employee by BC Transit would be prorated over the longer term.
 - e) The employee must be in receipt of EI benefits to be eligible for the allowance and must fulfil a return to work commitment equivalent to the length of the leave taken to avoid a prorated repayment penalty being applied.
 - f) Where both parents are employees of the Employer, they shall each qualify for the full amount of unpaid parental leave. However, they must split the 35 weeks or 61 weeks of top up allowance between the two parents and they

must make the same choice of either standard parental leave or extended parental leave.

- g) Such written request must be made at least four weeks prior to the proposed leave commencement date and must be supported by appropriate documentation.
- h) Leave taken under this clause shall commence:
- In case of birth parent immediately following maternity leave, article 19.0
 - In the case of the other parent, immediately following the birth or placement of the adoptive child.
 - An employee's election of either standard or extended parental leave is irrevocable. However, the employee may opt to return to work prior to the end of the leave.

2. Maximum Combined Entitlement

Employees combined entitlement to leave pursuant to 19.06 and 19.07 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental.

19.09 Homecoming Leave

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

19.10 Public Office Leave

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

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

19.11 Duties of Employee and the Employer

- 1) Employees desiring to return to regular employment following a leave of absence under 19.06 and/or 19.07 shall notify the Employer at least 30 days prior to the desired date of return or 30 days prior to the expiry date of the applicable leave of absence.

- 2) On return from a leave of absence under 19.06 and/or 19.07, employees will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any salary increases and improvements to benefits to which the employees would have been entitled had the leave of absence(s) not been taken.
- 3) The Employer will not terminate employees or change a condition of employment because of their leave of absence under 19.06 or 19.07 unless the employees are absent for a period exceeding the permitted leave.
- 4) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on a leave of absence under 19.06 and/or 19.07. Employees are required to remit outstanding premiums. The Employer and the employee will negotiate a suitable repayment plan for the employee based on the length of their leave and up to a maximum of 12 months. In Extenuating circumstances, the employer will consider financial hardship.

19.12 Family Responsibility Leave

Employees are entitled to five days Family Responsibility Leave without pay in a calendar year in accordance with the Employment Standards Act. Employees are required to provide the Employer with an explanation for the leave in accordance with the Act.

19.13 Compassionate Care Leave

Employees are entitled to 27 weeks compassionate Care Leave without pay in a calendar year in accordance with the *Employment Standards Act*.

19.14 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 21.04 Income Continuance depending on the employee's request and approval in accordance with the Income Continuance program.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs.

19.15 Domestic and Sexual Violence Leave

The Employer shall grant an unpaid leave to a maximum of 17 weeks for reasons related to domestic or sexual violence.

An employee granted leave under this Article shall be entitled to benefits. For the balance of the leave taken pursuant to this Article the service of an employee shall be considered

continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the member shall continue to make payment to the plans in the same manner as if the employee was not absent.

19.16 Military/Reservist/Emergency Responders Leave

Regular employees who are deployed into active service with the Canadian Armed Forces, volunteer firefighter, auxiliary/reserve police, or member of a local search & rescue organization shall be granted a leave of absence without pay for the duration of said deployment. The employee(s) will be eligible for continued coverage under the benefit plan as per Article 21. If the employee is deployed during a declared state of emergency a leave of absence without pay must be granted. An employee has the option to use banked time to cover their unpaid leave of absence.

19.17 Critical Illness or Injury Leave

Employees are entitled to up to 36 weeks of unpaid leave to provide care and support to a family member (under 19) whose life is at risk, or up to 16 weeks for a family member (19 or older) whose life is at risk. The leave must be taken in periods of one or more weeks. The definition of family member is as prescribed in the BC Employment Standards Act.

19.18 Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks. If they are entitled to leave respecting death of child under the Employment Standards Act and such leave will be in accordance with the Employer Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 21.0.

19.19 Leave Respecting Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks. If they are entitled to leave respecting disappearance of child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 21.

ARTICLE 20 – TRAINING

20.01

It is the Employer's general intent to follow a policy of promotion from within. To this end the Employer will, where practical, assist all employees to develop their skills and abilities to perform their best and seize career opportunities with the Employer. This assistance may be in the form of financial aid or job rotation training in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

The Employer will provide for three categories of training:

1. Core training that is mandatory and necessary for employees to perform successfully in their positions.
2. Professional development training that is required and necessary for the purposes of developing employees for advancement and promotion related to succession planning.
3. Core or professional development training that is optional and open to all employees.

20.02 Financial Aid - Training Courses

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

In general, the Employer will provide for two categories of financial aid as follows:

1. Full cost of training borne by the Employer;
2. Half cost of training borne by the Employer.

In any particular instance the line Supervisor in consultation with the Human Resources Manager will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.

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

This type of assistance will be given only at the direction of management or where management agrees that additional training will be helpful to an individual's present performance and requires approval by the Manager of the division concerned. Where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Employer will post advance notice of such training, thus providing

employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. Selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further posting.

20.04 Cases Where One-Half Cost of Training is Borne by the Employer

The Employer will bear one-half the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Employer or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance.

Moreover, at the Employer's discretion, consideration for assistance may be given only to one or more units of a course, and not necessarily to a course in its entirety.

Application will be made through the Human Resources Department.

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

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

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

20.06 Job Rotation

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

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

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

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

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

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

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

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

1. An employee moving to a position which is at the same level or lower level than their regular position will retain their salary and continue to be treated in terms of salary progression on their regular job.
2. An employee moving to a position which is at a level higher than their regular position will maintain their present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply.) Upon return of the applicant to their regular job, they will return to the salary they would have reached had they remained in their regular job.

20.07

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

A member from the Human Resources Department will assist line organization in working out job rotation projects for training purposes.

20.08 Professional Membership, Registration and Licence Fees

Where provided in the job description, the Employer requires an employee to acquire or maintain membership in, and/or registration/licensing through their professional association, then it shall reimburse the employee for membership, registration and/or license fees paid in order to meet this requirement. For new employees, this reimbursement will apply for renewals only.

20.09 Career Development

Professional development training is for the purpose of developing employees for advancement and promotion and is related to succession planning.

Upon request to the Employer, employees will be provided with:

- a) copies of job descriptions for positions at BC Transit that they may wish to apply for in the future;
- b) an outline of the qualifications, abilities and skills;
- c) an interview to discuss the means by which the employees may prepare themselves for such applications, such as undertaking professional development training, gaining related work experience through temporary assignments, acquiring skills through outside volunteer work, applying for jobs in a more closely related career path, etc.

It is understood that provision of this information does not imply any preferred status in the event of a job posting.

The Employer and the Union agree to review future and potential employment opportunities at BC Transit.

ARTICLE 21 - BENEFIT PLANS

21.01 Medical Coverage and Extended Health Benefits

- a) The Employer is registered and pays the BC Employer Health Tax. As a result all employees receive basic medical coverage through the BC Medical Services Plan.

The parties recognize that the method of funding the Medical Services Plan of BC has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

- b) Eligible employees as outlined in article 1.07 shall be covered by an Extended Health Care Plan and are required to register with Fair Pharmacare. The EHC Plan will include the following:
- (i) Eyeglass, laser eye surgery and eye exam Coverage \$700 per person every 24 months as of January 1, 2021;
 - (ii) Hearing Aid Coverage at \$1000 maximum for each ear, renewable each five years. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision;
 - (iii) Voluntary annual auditory testing including reimbursement to a maximum of \$100 every five years for hearing protection approved by both the Workers' Compensation Board and the Motor Vehicles Branch;
 - (iv) \$1,000,000 lifetime maximum benefits per person
 - (v) Reimbursement for prescription drugs up to the cost of drugs covered by Pharmacare using Low Cost Alternative and Reference Based pricing, except where the employee's physician requires in writing that the prescription be filled using a specific brand name drug;
 - (vi) Annual prostate blood tests for employees over 40 years of age.
 - (vii) Oral birth control
 - (viii) After \$1,300 has been paid in a calendar year, further eligible expenses are reimbursed at 100%, subject to the maximums.

- (ix) Paramedical (as defined in the plan) increased to \$600 annually as of January 1, 2021:
- acupuncturist
 - chiropractor
 - massage
 - naturopath
 - physiotherapist and athletic therapist combined
 - podiatrist
 - speech language pathologist
- (x) \$1500 in coverage for Psychologists (includes registered clinical counsellors, social workers or psychologists combined) annually
- (xi) The deductible for the benefits as outlined in the plan shall be (\$25.00) per year and the benefit levels shall be insured at (80%) percent of the benefit
- c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of hire, except when the date of hire is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.
- e) Members of the Union who retire from the Employer's service on pension and who have completed ten years of service may continue to be covered under the Retiree EHC Plan implemented on January 1, 2008 with the Employer paying premiums indicated in this section.

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

21.02 Life Insurance

(a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrolment is compulsory for all employees after three months' continuous service. Enrolment for vacation relief employees is compulsory after four months' continuous service. Employees who retire from the Employer's service after at least ten years' service will continue with group life insurance

during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability pay-out will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) **Voluntary Group Life Insurance**

Benefit = Units of \$10,000 up to a maximum of \$500,000.

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

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

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

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (75% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrolment in such plans shall be a condition of employment for all regular employees after three months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

In addition to the above, employees entitled to dental coverage will receive the following additions to their coverage:

- Composite fillings for all teeth
- Periodontal bone and tissue grafting

21.04 Income Continuance

- a) The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrolment in the plan is compulsory for all employees after three months' continuous service. Enrolment for vacation relief employees is compulsory after four months' continuous service. The terms of the plan shall be determined by the Union, except

that the first 30 calendar days of disability are covered by available sick leave credits in accordance with the plan document. The premium costs for this plan will be 100% paid by the employees.

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

The Employer will withhold the appropriate premiums through payroll deduction and remit to the designated carrier.

b) Income Continuance Benefits

- (i) Sick Leave Supplement to Income Continuance Benefits: Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.
- (ii) The Employer will continue to pay 100% of an employee's health and welfare benefit plan premium while they are on income continuance.

c) WorkSafeBC Advance

Employees on WorkSafeBC benefits will be paid a bi-weekly advance by the Employer, equal to what they would receive once their WorkSafeBC claim is approved. If WorkSafeBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Any payments from WorkSafeBC will be paid directly to the Employer.

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

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of the Collective Agreement. If the benefits are approved, the benefit payment received will be used to repay the WorkSafeBC advance. Any monies owing after the sick leave and/or income continuance applications have been adjudicated will be repaid in not more than ten consecutive pay periods and at not less than \$100 per payment, (or 10% of the employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

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

21.05

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

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

21.06

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

21.07 Payment for Treatment Programs for Employees with Substance Use Disorders

In order to address the Parties shared interest in providing assistance to employees with identified substance disorders, the Parties agree that payment for recommended residential treatment programs should not be a barrier to an employee's recovery. To that end the Parties agree:

That upon request from the employee and confirmation of acceptance by the treatment facility, BC Transit will cover the up-front cost of the recommended treatment program.

That, upon completion of the program and successful return to work, the employee will sign a reasonable repayment agreement authorizing BC Transit to recover 50% of the debt on an interest free basis by payroll deduction.

21.08 Reimbursement for Medical Examination for Drivers Abstracts

The Employer shall reimburse the employee where there is a mandatory requirement in the employment position for a medical examination to be completed for driver's abstracts to satisfy the requirements for ICBC and National Safety Code. The Employee seeking such claim shall provide the original receipt for the claim to the Employer for reimbursement.

21.09 Certified Vehicle Inspection Program

The Employer will reimburse the renewal cost of the Vehicle Inspection Program Card for those Employees required to be authorized inspectors certified under Commercial Vehicle Inspection Program. This article shall apply to all future technology tickets where inspections are required such as gas or electricity.

ARTICLE 22 - TRANSIT PASS

22.01

Employees who are members of the Union shall be entitled to a yearly transit pass. In addition, one pass will be issued to a spouse and up to one eligible dependant; or, two eligible dependants. Passes are subject to Canada Revenue Agency taxation rules.

22.02 Eligibility for Transit Pass upon Retirement

A regular employee who is at least fifty-five years of age and has two or more years of service is eligible to receive a transit pass as specified in 22.01. Bus passes for retired employees and eligible spouses or dependents are only valid within the Victoria Regional Transit System as per BC Transit Policy. This pass is subject to Canada Revenue Agency taxation rules.

22.03

An employee shall surrender their own pass as well their spouse and/or dependent passes as applicable upon termination of employment.

22.04

All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

22.05

Employees making wrongful use of their transit pass, including loaning their pass to any other person, shall be subject to discipline.

ARTICLE 23 - PERSONAL RIGHTS

23.01 Harassment Personal Rights

Prevention of Workplace Bullying and Harassment

The Employer 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 Bullying and Harassment Policy and Code of Conduct to ensure that the workplace is bullying and harassment-free.

The Employer and the Union agree that any allegation of harassment or discrimination should be dealt with in an expeditious manner and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input on these policies. The Employer undertakes to consult with the Union on a regular basis on such matters as definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.

Workplace 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 & harassment and general bullying & harassment.

a) Discrimination Based Bullying and Harassment

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

- Race, sex, colour, ancestry, place of origin
- Political beliefs
- Religion
- Marital status
- Family status
- Physical or mental disability
- Sex (including pregnancy, transgender)
- Sexual orientation
- Gender Identity and Expression

- Age (if 19 or more)
- Conviction of a criminal or summary offence not related to the employment

Discrimination also includes sexual harassment

Sexual harassment includes any unwanted attention of a sexual nature. Examples of this type of conduct may include, but 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 comments;
- Unwanted touching, pinching, patting;
- Unwelcome sexual flirtations, advances, propositions, or requests;
- Sexually suggestive, obscene or degrading comments, remarks, gestures, or innuendos;
- Offensive jokes of a sexual nature;
- Leering or 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 protected grounds specified in the *BC Human Rights Code* fall within the category of general bullying and harassment.

c) Examples of Bullying and Harassing Conduct

Both discrimination and general bullying and harassment share similar types of conduct, however as indicated above, discrimination is conduct that is linked to the protected grounds defined by the *BC Human Rights Code*. Discrimination and general bullying and harassment may include but are not limited to the following:

- Verbal abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of offensive materials;
- Innuendos or taunts;
- Threats or intimidation;

- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace harassment complaint;
- Harmful initiation or hazing practices;
- Vandalizing personal belongings
- Cyber bullying and harassment

Harassment is not:

- 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) Harassment and Discrimination Complaint Process

If an employee believes that they have been harassed and/or discriminated against, the employee may bring the incident forming the basis of the complaint to the attention of their Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, resolve the complaint, the employee is encouraged to submit their complaint in writing to the Joint Investigation Committee (JIC). An employee may also choose to refer their complaint directly in writing to the Joint Investigation Committee.

This Committee will appoint at least one representative selected by the Employer and at least one representative selected by the Union from the trained Committee members each side has available to conduct an investigation. The Joint Investigation Committee must meet to begin their investigation as soon as possible. All time spent by Union representatives investigating the complaint shall be paid at straight time.

Any employee who is to appear before the Joint Investigation Committee may request to have a Union representative.

Where the complaint involves sexual harassment or gender discrimination, the Joint Investigation Committee will make every effort to include gender representation appropriate to the nature of the complainant or as requested.

The complaint must be handled with confidentiality, and expeditiously. Once the Joint Investigation Committee has finalized their investigation a written report of their findings shall be given to the designated Employer representative, designated Union representative, the complainant and the respondent. Such report is confidential and must be treated as such unless required to produce such report by law or by an arbitrator.

The Joint Investigation Committee shall not determine discipline in any way; that remains the exclusive function of the Employer. Any discipline implemented by

the Employer from the report shall be subject to Collective Agreement clauses, including the right to grieve and arbitrate any such discipline.

23.02 Monitoring

Electronic Monitoring

a) Notice of Monitoring

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

b) Performance Monitoring

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

c) Monitoring Guidelines

The Employer will not install monitoring equipment for reasons not related to the Employer's business. The Employer will advise employees of the location of equipment which is installed on a permanent basis for reasons of security. Any monitoring equipment added by the Employer will abide by the Office of the Information Privacy Commissioner guidelines.

23.03 Personal Duties not Required

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

23.04 Joint Investigation Committee

The Parties agree to form a Joint Investigation Committee (JIC) whose function shall be to investigate complaints related to harassment and discrimination. This Committee will be comprised of two representatives selected by the Employer and two representatives selected by the Union. At least one member of this Committee from each side must be a woman. The parties agree that the investigators are required to be impartial and not responsible for disciplinary decision making.

The Employer shall be responsible for the training of the Committee.

23.05 Employee Indemnity

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

- a) punitive or aggravated damages;
- b) the cost of legal representation arising from grievances under the collective agreement; or
- c) acts or omissions which did not arise in the normal course of their employment with the Employer; or
- d) acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence; or
- e) any legal costs which are not covered by Clause 23.06.

23.06 Legal Representation

In situations covered by the indemnity set out in Clause 23.05 above, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- a) Employee(s) shall be entitled to legal services and advice from a legal representation selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub Clause 23.06(b) below.
- b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within five working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 23.06(c).

- d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one lawyer be retained to represent the interests of all those employees.
- f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one lawyer be retained to represent the interests of the Employer and all the affected employee(s).
- g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- h) If, at any time, the Employer has reasonable grounds to believe that:
 - (i) the employee(s)' acts or omissions were not in the course of normal employment; or
 - (ii) the employee(s)' acted in bad faith; or
 - (i) the employee(s)' acts or omissions amounted to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, wilful violation of lawful order, or gross negligence;

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

Nothing in Clause 23.05 or Clause 23.06 shall be interpreted as limiting the Employer's right to discipline any Union employee under the terms and conditions of the collective agreement.

23.07 Complaints Against Employees

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, shall be

made in writing to the Employer and shall be signed by the complainant setting forth the grounds for complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint except that identifying information may be withheld to protect the privacy of the complainant.

Employees who are identified under the corporate Code of Conduct Alert Line will be advised of any allegations made against them. If an investigation is initiated, provided the allegations are not of a criminal nature.

ARTICLE 24 - EMPLOYEE PERSONNEL FILES

24.01 Personnel Files

- a) An Employee is entitled to examine their own personnel file upon request to the Human Resources Department.
- b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file, subject to the employee's written consent.
- d) Letters of discipline/warning/poor performance/expectation will be removed from an employee's personnel file 12 months from the date on such material provided that during this 12 month period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

24.02 Performance Assessments

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

If an employee has not received a performance assessment within a period of 15 consecutive months, they may request one from their Supervisor. If after 30 days they have not received the requested assessment, they may contact the Human Resources Department who will follow up with the Supervisor.

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

24.03 Compliance with Freedom of Information Legislation

The provisions of the Freedom of Information and Protection of Privacy Act of British Columbia shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

FOR BC TRANSIT

Greg Connor
Vice-President,
Human Resources and Corporate Secretary

FOR MoveUP Local 378

Parm Sandhar
Union Representative

FOR BC TRANSIT

Melissa Zimmerman
Director, Human Resources,
Operations

FOR MoveUP Local 378

Sal Ruffolo
Executive Councillor

FOR BC TRANSIT

Taylor Zerbin
Human Resources Business Consultant

FOR MoveUP Local 378

Glen Redden
Job Steward

Date: May 13, 2020

APPENDIX "A"

Re: Job Groups

Job Group 3

Farebox & Supplies Clerk
Fixed Asset Construction & Engineering Co-op
Fleet Engineering Co-op
Stockroom Clerk Assistant
Finance Co-op

Job Group 5

Farebox Receipts Attendant
Fleet Maintenance Planning Assistant
CRA- Lost and Found
CRA- Internal Services
CRA- Receptionist

Job Group 6

Bus Stop Coordinator
Corporate Procurement Assistant
Inventory Support Clerk
Maintenance Support Assistant
Receiving Clerk
Records and Administrative Clerk
Fare Products Clerk
Accounts Payable Clerk
Accounts Receivable Clerk
CRA- Call Centre

Job Group 7

Operations Assistant
Purchasing Administrator
Safety and Emergency Management Assistant
Partsperson
Vehicle Asset Administrator
Warranty Administration Clerk
Records Analyst
Bus Stop Coordinator
Corporate Procurement Assistant
Maintenance Support Clerk
Senior Accounts Payable Clerk
Maintenance Services Assistant

Re Job Group 8

Budget Analyst
Communication Coordinator
Graphic Designer
Maintenance Scheduler
Marketing Coordinator
Digital Content Analyst
Operations Service Delivery Coordinator
Operations Services Clerk
Payroll and Benefits Administrator
Scheduler
Stockroom Workleader
Transit Planning Coordinator
Inventory Support Analyst
IT Vendor and Licensing Support
Purchasing Agent
Data Analyst, Service Analysis
Facilities Coordinator
Project Coordinator, Capital Projects
Digital and Social Media Coordinator
Events and Outreach Coordinator

Job Group 9

Maintenance Scheduler
Operations Services Workleader
Systems Administrator
Payroll Workleader
Purchasing Agent Workleader
Project Coordinator, Smart Bus
Asset Management Business Analyst
Senior Graphic Designer
Technical Specialist- Smart Technology
Network Analyst
Property Management Coordinator
Support Technician, Online and Deskside
Fleet Planner

Job Group 10

Business Analyst IT
Environmental Officer
Facilities Support Specialist
GIS Analyst
Senior Scheduler
Transportation Planner
Technical Analyst, Server
Records Officer

Job Group 11

Application and Database Administrator
Procurement Officer
Safety & Training Officer
Fleet Trainer/Inspector
Program Build Inspector
JDE Application Administrator
Functional Analyst- JDE
Senior Business Analyst
Systems Support Technician- Senior
Systems Support Analyst
Senior Revenue Advisor
Senior Technical Analyst
Strategic Business Advisor
Senior Technical Specialist- Smart Technology

Job Group 12

Senior Transit Planner Workleader
Senior Network Analyst
Senior Application Analyst
Senior Data Analyst- Work Lead
Fleet Maintenance Engineer
Senior Communications and Engagement Advisor
Senior Procurement Officer
Senior Transit Planner
Senior Media Relations and Public Affairs Advisor
Senior Planner, Maintenance Services

LETTER OF AGREEMENT #1
(Formerly LOU #5)

Re: Non-Regular Hours of Work for Safety & Training Officer

Where the Employer required that training duties be performed outside of the regular hours of work for the Safety & Training Officer job category, the following shall apply.

1. All such work will be offered by the Employer to all employees working within the above job category, on a strictly voluntary basis.
2. The Employer will make every effort to ensure that the work is distributed on an equitable basis amongst the employees who are eligible, qualified and willing to perform the training stated herein.
3. The Union agrees to expand the hours of work provisions and authorized variations set out in Article 10.01(d) of the Collective Agreement to accommodate the circumstances described above only.
4. Employees performing work as described in this Letter of Agreement shall be paid their regular straight-time rate of pay for all time worked that does not exceed 7 ½ hours per day.
5. Article 12 of the Collective Agreement shall apply for all time worked beyond 7 ½ hours per day.
6. The Employer will compensate employees working in accordance with this Letter of Agreement by paying the Shift Premium for all hours worked outside the defined hours of day shift as set out in Article 11.04 of the Collective Agreement.
7. Except as expressed herein, the Letter of Agreement is not intended nor is it to be relied upon to enhance or diminish any other provision of the Collective Agreement. Furthermore, the Union and the Employer hereby agree that no precedent is set and neither party is prejudiced in anyway by this agreement.

FOR BC TRANSIT:

Original Signed

Linda Burbridge
Manager, Training, Safety & Labour Relations

FOR COPE:

Original Signed

Don Percifield
Senior Business Representative

Revised Date: September 13, 2001

LETTER OF AGREEMENT #2
(Formerly LOU #11)

Re: New Work Opportunities – Terms & Conditions of Employment

When the Parties agree that there is a reasonable opportunity to bring in third party contract work, or expand services beyond the current scope, they will jointly review the opportunity and determine what is necessary to offer the services in-house on a competitive basis. This may include alteration of certain provisions of the Collective Agreement.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employer's competitive position. The Joint committee will consist of up to three representatives from each Party.

Any alterations of the provisions of the Collective Agreement must be unanimously recommended by the Joint Committee, in the form of a Letter of Agreement, and approved by both the Union and the Employer. Such alterations shall not reduce salaries or health and welfare benefits unless otherwise agreed. Alterations will only apply for the duration of the identified work opportunity unless extended by the parties, and shall have no precedent value regarding the application or interpretation of the remainder of the Collective Agreement and attachments.

FOR BC TRANSIT

L.A. Burbidge
Manager,
Human Resources & Labour Relations

N. Hale
Human Resources Advisor

October 27, 2004

FOR COPE Local 378

Vic Foth
Union Representative

S. St. Pierre
Union Councillor

LETTER OF AGREEMENT #3
(Formerly LOU #9)

Re: Relief Partsperson Shifts

Effective: May 26, 2010

Revised: May 1, 2020

The Parties agree to establish relief partsperson shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. For the purpose of this agreement full time and part time employees will sign as one group the workleader will not sign within this group. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. The number of relief Partsperson shifts created will be based on current employee seniority regarding annual vacation. These shifts will assume the shifts and days off of employees away on the above mentioned leaves.
2. Relief partsperson shifts will have a minimum of four days off in every pay period.
3. These shifts shall be added to the stockroom shift sign-ups and shall be available for any stockroom clerk to sign in accordance with Article 11.05.
4. The employees wishing to sign the Relief shifts must indicate their intention and will sign for their specific shifts after all other Regular partsperson have signed. Once all partsperson have signed their shifts, those partsperson signing Relief shifts will select their work in one week pieces in accordance with Article 11.05. It is understood that where the shift being signed is that of a Part time regular employee the Employer shall increase the hours of work to seven and one half per day and 37.5 per week allowing for two consecutive days off.
5. It is understood that, if signing the work of a compressed shift, OT will not be incurred until hours worked in a day exceed 9.375 or exceed 37.5 hours in a week.
6. It is understood that partsperson signing the relief shifts mentioned above will be required to work at another property as scheduled.
7. Partsperson who work statutory holidays may elect to bank them to be taken by seniority at times made available by the employer during annual leave sign up.

FOR BC TRANSIT:

Original Signed

D. Nixon
Senior Manager, Employee Relations

FOR COPE:

Original Signed

K. Payne
Union Representative

LETTER OF AGREEMENT # 4

Re: Union Observer

The parties agree to trial the creation of a Union Observer in the bargaining job competition(s). The Union Observer position will be governed by the following language:

1. All employees shall have the right to request a Union Observer.
2. The Union shall notify the Employer that a request for a Union Observer has been made as soon as possible after a posting closes.
3. The Union representative or their designate may sit as an observer on a selection panel, including panel deliberations for positions in the Union bargaining unit.
4. The observer shall be a disinterested party. Leave without pay shall be granted for the attendance of an observer if reasonable notice is provided.
5. The Employer is not responsible for expenses incurred by the observer.
6. The Employer will make a reasonable effort to continue interview scheduling with the Union Observer's calendar.

This agreement is subject to cancellation, providing there is bona fide rationale, by either Party by providing 30 days prior written notice in which case this Letter shall be deemed to be extinguished and rendered null and void for all purposes.

FOR BC TRANSIT

Greg Connor
Vice President,
Human Resources and Corporate Secretary

FOR MoveUP Local 378

Parm Sandhar
Union Representative

Date: December 4, 2019

LETTER OF AGREEMENT # 5

Re: Stockroom Apprentice Training Program

a) Purpose

To support the attraction and retention of a qualified trades workforce, the Employer and the Union view an active Apprenticeship Program as an effective means of developing Employees to be fully productive journeypersons in the Partsperson Trade. The need for a Partsperson apprentice will be based on operational requirements, business needs and current staffing levels in the Stockroom.

The Employer, will maintain a program of technical training, rotational experience, and supervision to ensure that a consistent and sound educational experience equips apprentices for productive long-term employment at the conclusion of their training period.

This program will enable journeypersons to efficiently transfer their knowledge and skill to apprentices.

b) Definitions

"Employer" shall mean BC Transit, and the term "Union" shall mean the duly authorized representatives of MOVEUP Local 378.

"Registration Agencies" shall mean the appropriate provincial and federal bodies responsible for apprenticeships.

"Apprenticeship Agreement" shall mean a written agreement between the Employer and the person employed as an Apprentice, and their parent or guardian if they are a minor, which shall be registered with the Registration Agencies.

"Apprentice" shall mean a person engaged in learning their trade under the guidance of a journeyperson. The use of the term "Apprenticeship" indicates enrolment in a provincially certified program.

"Supervisor" shall mean the Stockroom Clerk of the area to which the apprentice is assigned in accordance with the rotational experience as set out in the Standards of Apprenticeship.

"Standards of Apprenticeship" shall mean the contents of this document, including these definitions, and the contents of the Apprenticeship Program Manual as developed by the employer and amended from time to time.

"Stockroom" shall mean Stockroom location or technical training institution.

1.02 Applications

Applications for admission into the apprentice training program will be received from internal or external candidates who meet the requirements in the Apprentice Program.

Employees who wish to participate in an apprenticeship program must discuss with their direct Supervisor or Manager and seek approval to proceed. To be eligible for the program employees must not have any disciplinary records in their personnel file for the preceding 12 months or currently be on a documented performance improvement plan. Employees must maintain satisfactory performance throughout the program to remain eligible.

1.03 Financial Support for Internal Employees

Funding support will be subject to operational requirements and the employee must apply by completing an internal Partsperson Apprentice Application form. The completed form will require approval from the employee's Manager and Director. The employer has the responsibility to determine whether the employee has enough experience to challenge the Partsperson red seal exam or if they need to complete the entire apprentice program. Based on approval, the Employer will pay the fee for the employee to take a refresher course, if required, and to challenge the exam. Employees will have the opportunity to write the exam up to two times, with a minimum of three months between attempts, before they are disqualified from applying to the process for 12 months.

1.04 Duties and Training of Apprentices

Apprentices will be required to carry out any work for the Employer for which they have been trained and any work which the Employer considers they are capable of performing.

Stockroom training will encompass all aspects of the intended classification as far as facilities in the Employer locations will allow.

The Employer will pay for all appropriate school fees and the Employer will receive the Employee's marks.

The Apprentice will sign the Apprenticeship Agreement prior to entering the program.

Apprentices, upon successful completion of their apprenticeship, will be assigned work as outlined in 11.05.

The apprentice agrees to apply for Employment Insurance benefits while attending school. The Employer agrees to top-up the apprentice's wages to the applicable rate. The Apprentice will receive continuity of income and benefits and suffer no loss of pay.

Where the Employer gives credit for previous apprenticeship experience, the Apprentice shall be placed on the wage scale at the rate commensurate with the credit recognized.

1.05 Placement on Completion of Training

Upon successful completion of the Apprenticeship Program, the Apprentice will be given credit for seniority, back to the date they commenced their apprenticeship. Compensation will be provided as per article 4.

If no vacancy exists, Employees in the affected trade classification shall be laid off as per article 8.

1.06 Failure

Failure of Apprentices to achieve satisfactory progress in the shop or in the school may cause their training to be terminated. They will then revert to their previous classification. Their seniority will include all time spent as an Apprentice as well as the seniority they held in their previous classification.

1.07 Industry Training Authority

Apprenticeships shall be governed by the Employer and by the Industry Training Authority (ITA).

1.08 In the event legislation is enacted that renders any part of this Agreement or any part of the Apprenticeship Training Program invalid, such enactment will not invalidate the remaining portions, and the Parties will endeavour to bring the Agreement and/or the Program into conformance with the new legislation as expeditiously as possible.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: April 29, 2020

LETTER OF AGREEMENT #6

Re: Voluntary Shift Exchange

Employees considered shift workers may exchange shifts among themselves provided that:

1. Employees are employed in the following roles Operations Services Clerk and Customer Relations Agent (CRA).
2. Prior approval of the exchange is given by the employee's immediate supervisor, and the exchange takes place within the same pay period.
3. Both Employees are required to sign an approved Shift Exchange Form and the Employee agreeing to work the shift exchange then becomes responsible for the work.
4. An employee moving to the exchanged shift is entitled to all premiums of this Collective Agreement, which would normally be afforded to an employee working that shift.
5. The Employer shall not incur any additional costs except for the nominal costs associated with processing a shift exchange over and above those expenses, which would have resulted, had the exchange not taken place.
6. Shifts being exchanged must have the same amount of hours.
7. The shift exchange will not result in an employee having less than eight consecutive hours free from work between each shift worked, as per Article 12.02 (h).
8. All employees will be allowed to participate in a shift exchange except when they are on banked statutory holidays, Annual Vacation or any Leave of Absence.
9. Employees may make up to 12 shift exchanges per calendar year (pro-rated for new employees) provided the Shift Exchange Form is completed.
10. Should other departments with shift workers wish to explore voluntary shift exchange, the employer and the union shall meet to review the proposal. Requests shall not be unreasonably denied.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

January 27, 2020

LETTER OF AGREEMENT #7

Re: Job Share Agreement

The Employer commits to developing a Job Share Agreement policy within six months of the ratification of this Agreement which will then be included in this LOU by a future amendment.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: March 10, 2020

LETTER OF AGREEMENT #8

Re: Temporary Market Adjustment

The parties recognize the current recruitment and retention challenges with IT positions. The intention of this LOU is to provide a means of addressing salary issues in the current market.

Temporary Market Adjustments (TMA) subject to this LOU are guided by the following:

1. Positions identified to receive a TMA are positions identified by the Employer within the IT department.
2. The TMA is not considered as base pay.
3. The TMA are pensionable earnings unless the PSPP deems it to be unpensionable in the future.
4. The TMA will not be considered when calculating compensation changes for Temporary Assignments, substitution pay or promotions.
5. The TMA can be discontinued with 14 days' notice from the Employer to the Union.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: May 6, 2020

LETTER OF AGREEMENT # 9

Re: Modified Work Week - Regular Employees

This Modified Work Week (MWW) Letter of Agreement shall be applicable to all regular employees in the bargaining unit.

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.

Regular employees interested in working a MWW will meet with their Supervisor and discuss the feasibility for their position. Employees and Supervisors are to consider the following factors;

- Operational requirements
- Efficiencies to be gained by the proposed change
- Life balance for the employee requesting the change
- Sustainable duration of the agreement

If the Supervisor agrees to the request, the "Modified Work Week Agreement" form must be completed and signed by the employee, Supervisor and Manager of the Department, with copies provided to Human Resources for the employee file, Payroll and the Union. The Agreement will outline the duration and schedule agreed upon. Supervisors will not unreasonably deny requests and must provide the rationale for their decision.

Articles within the Collective Agreement that reference a seven and a half hour work day will not be applicable. The Employer will not incur additional overtime, shift premiums or other costs due to a MWW arrangement.

a. Working Hours

Working hours shall be the equivalent of 37.5 hours per calendar week.

b. Workday

The workday shall be 9.375 hours of work, exclusive of the 30 minute lunch period, which will commence within five hours from the start of the shift. A 15 minute period of rest shall be permitted in the first and second half of the workday.

c. Work Week

- i. The standard workweek shall be four days: Either Monday through Thursday, or Tuesday through Friday. Through mutual agreement and subject to the criteria above,

employees may be able to opt to work any of the four days between Monday to Friday and they do not need to be consecutive.

- ii. It is understood that if absences, staff turnover or other events affect operational requirements in the department, the employees will temporarily adjust their schedule up to 12 times per year to ensure adequate coverage in the department. In situations where the employee has a bona fide reason where this would result in undue hardship, alternatives will be considered. Additional adjustments beyond 12 times per year will require mutual agreement.

d. Overtime

- i. Overtime shall be paid after 9.375 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.
- ii. All hours worked in excess of 9.375 hours where an employee works overtime both before and after their scheduled shift on that day will be paid at 200%.
- iii. All overtime worked between the hours and midnight and their normal starting time will be paid at 200%.
- iv. All work on an employee's scheduled days off will follow 12.01 c).
- v. Call out provisions in article 12.06 a) will apply. The overtime provisions set out in this LOU will apply for any hours exceeding 9.375 hours per day or 37.5 hrs/week.
- vi. Casual employees who are covering a MWW schedule will not incur overtime for a MWW schedule unless they have worked more than 9.375 hours in a day or 37.5 hours within the same week.

e. Vacation Entitlement

One week of annual vacation is equivalent to 37.5 hours.

f. Reduced Work Week Leave

For those employees assigned to a modified work week, their RWWL entitlement will be 127.5 hours.

g. 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 day equals seven and a half hours.

h. Statutory Holidays

Statutory holiday pay for Employees on a MWW will be based on a seven and a half hour work day. However, Employees on a MWW may request to top up such pay with time available in their own banks including RWWL time, banked overtime, and vacation.

- i. All other references to seven and a half hour days or a work day within the collective agreement, other than what is specified in this LOU, will be considered as 9.375 hours.
- j. Opting Out

The employer or the employee may elect to opt out of the Modified Work Week agreement a minimum providing 30 calendar days' notice in writing to the party. The change will commence at the start of the next pay period. If an employee or the employers opts out of the agreement all working conditions will be according to the Collective Agreement and this LOA will not apply to that employee. An employee who has opted out may request in writing to opt back into the agreement after a waiting period of at least six months, and the LOA will apply to the employee at the start of the first eligible pay period.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: April 29, 2020

Letter of Agreement #10

Re: Compressed Shift Schedule – Shift Workers

This Compressed Shift Schedule (CSS) Letter of Agreement shall be applicable to all shift workers in the bargaining unit.

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.

Articles within the Collective Agreement that reference a seven and a half hour work day will not be applicable. The Employer will not incur additional overtime, shift premiums or other costs due to a CSS.

a. Working Hours

Working hours shall be the equivalent of 37.5 hours per calendar week.

b. Workday

The workday shall be 9.375 hours of work, exclusive of the 30 minute lunch period, which will commence within five hours from the start of the shift. A 15 minute period of rest shall be permitted in the first and second half of the workday.

c. Work Week

i. The standard workweek shall be four consecutive days

ii. All hours worked outside CSS day shift 06:00 -17:00 shall be paid in accordance to Article 11.04

iii. The Company has the right to change the hours of work and days of the week with 36 hours' notice, as per article 11.06 (a). Article 11.06 (b) does not apply.

iv. Overtime shall be paid after 9.375 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.

v. All hours worked in excess of 9.375 hours where an employee works overtime both before and after their scheduled shift on that day will be paid at 200%.

vi. All overtime worked between the hours and midnight and their normal starting time will be paid at 200%.

- vii. All work on an employee's scheduled days off will follow Article 12.01 c.
- viii. Call-out provisions in article 12.06 a) will apply. The overtime provisions set out in this LOU will apply for any hours exceeding 9.375 hours worked during a call-out.
- ix. Casual employees who are covering a compressed work schedule will not incur overtime for a compressed shift unless they have worked more than 9.375 hours in a day or 37.5 hours within the same week.

d. Vacation Entitlement

One week of annual vacation is equivalent to 37.5 hours.

e. Reduced Work Week Leave

For those employees assigned to a CSS, their RWWL entitlement will be 127.5 hours.

f. 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 day equals seven and a half hours.

g. Statutory Holidays

For Statutory holiday's days not worked, statutory holiday pay for Employees on a CSS will be based on a seven and a half hour work day. However, Employees on a CSS may request to top up such pay with time available in their own banks including RWWL time, banked overtime, and vacation.

FOR BC TRANSIT

FOR COPE Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: April 29, 2020

LETTER OF AGREEMENT #11

Re: Spreadover Premium

Spreadover Premium for Broken Shifts

The parties agree to discuss and implement a spreadover premium in the event the Employer decides to introduce broken shifts (split shifts) in the bargaining unit.

FOR BC TRANSIT

FOR MoveUP Local 378

Greg Connor
Vice President,
Human Resources and Corporate Secretary

Parm Sandhar
Union Representative

Date: January 23, 2020