

COLLECTIVE AGREEMENT

Between:



And:



UNIFOR
Local **333BC** | Canada

WAGES & WORKING CONDITIONS

Effective: April 1, 2019 to March 31, 2022

Table of Contents

GENERAL ITEMS	1
ARTICLE 1 - COVERAGE, DURATION AND EFFECT	1
1.01 COVERAGE.....	1
1.02 DURATION OF THE AGREEMENT	1
1.03 REOPENING OF THE AGREEMENT.....	1
1.03.1 Agreement To Continue In Force	1
1.04 RETROACTIVE PAY	1
1.05 ROUNDING	2
1.06 GENDER NEUTRAL LANGUAGE	2
ARTICLE 2 - UNION RECOGNITION AND SECURITY.....	2
2.01 RECOGNITION	2
2.02 UNION PARTNERSHIP	2
2.02.1 Union Bulletin Board	2
2.02.2 Union Office.....	2
2.02.3 Flag Pole	2
2.03 SECURITY	3
2.04 ASSIGNMENT OF FEES, DUES AND ASSESSMENTS	3
2.04.1 Authorization.....	3
2.04.2 Administrative Costs.....	3
2.04.3 Skilled Trades Dues.....	3
2.05 PROBATIONARY PERIOD FOR NEW EMPLOYEES.....	3
2.05.1 Probation Period	3
2.05.2 Alternative To Dismissal	4
2.05.3 New Employees	4
2.05.4 Completion Of Probation	4
2.06 ADVISING THE UNION OF NEW EMPLOYEES.....	4
2.07 LEAVE OF ABSENCE FOR UNION BUSINESS	4
2.07.1 Full Time Officers.....	4
2.07.2 Terms Of Leave	5
2.07.3 Other Union Leaves	5
2.08 WORK CONTRACTED OUT	5
2.08.1 Current Work.....	5
2.08.2 Future Work	6
2.09 HUMAN RIGHTS.....	7
2.09.1 Prevention Of Workplace Harassment	8
2.09.2 Joint Investigation Committee	8
2.09.3 Anti-Harassment Training.....	9
2.10 PICKET LINES.....	9
2.11 PRINTING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT	9
2.12 UNIT CHAIRPERSONS.....	9
ARTICLE 3 - SETTLEMENT OF GRIEVANCES	10
3.01 DEFINITIONS.....	10
3.02 NO INTERFERENCE OR STOPPAGE OF WORK	10
3.03 GRIEVANCE PROCEDURE	10
3.03.1 First Stage	10
3.03.2 Second Stage	10
3.03.3 Policy Grievance	11
3.03.4 Standing Committee.....	11
3.03.5 Final Stage – Arbitration.....	11
3.04 GRIEVANCE MEDIATION	12

3.05	TIME LIMITS	12
ARTICLE 4 - WORKING PRACTICES		13
4.00	WORKING PRACTICES	13
4.01	TECHNOLOGICAL CHANGE.....	13
4.01.1	Displacement	13
4.01.2	Severance Pay.....	14
4.01.3	Decline Of Transfer Or Training	14
ARTICLE 5 - RULES AND REGULATIONS		14
5.01	RULES AND REGULATIONS.....	14
5.02	TRAFFIC OR CRIMINAL CHARGES	14
ARTICLE 6 - REPORTING TIME		14
6.01	REPORTING FOR COURT APPEARANCE	14
6.01.1	Witness Pay	14
6.01.2	Jury Duty	15
6.02	REPORTING IN CONNECTION WITH CLAIMS AND ACCIDENTS	16
6.02.1	Accident Reporting	16
6.02.2	Filing of Reports	16
6.03	REPORTING FOR OTHER EMPLOYER BUSINESS.....	16
6.04	CALL-INS	16
6.05	CUSTOMER SERVICE REPORTS (CSRS).....	17
ARTICLE 7 - DISCIPLINARY ACTION		17
7.00	DISCIPLINARY ACTION	17
7.01	OTHER EMPLOYMENT	18
7.02	COMPLAINTS TO BE IN WRITING	18
7.03	EMPLOYEE RECORDS	18
7.04	ABANDONMENT OF POSITION	18
ARTICLE 8 - VACANCIES, PROMOTION AND LAY-OFFS		19
8.01	JOB VACANCIES.....	19
8.02	PROMOTION DATE	19
8.03	LAY-OFF AND RECALL.....	19
8.03.1	Lay-Off	19
8.03.2	Notice	19
8.03.3	Exclusions	20
8.03.4	Bumping Rights.....	20
8.03.5	Bumping In Turn	20
8.03.6	Decline A Vacancy.....	20
8.03.7	Lower Classification	20
8.03.8	Severance Pay.....	20
8.03.9	Recall List	21
8.03.10	Notice Of Recall	21
8.03.11	Benefit Plans	21
8.03.12	Duration Of Benefits	21
8.03.13	Recall Entitlement.....	21
8.04	SENIORITY.....	21
8.04.1	Seniority Accrual	21
8.04.2	Seniority Retention	21
8.04.3	Loss Of Seniority	22
8.04.4	Transfer To Another Position.....	22
ARTICLE 9 - ANNUAL VACATIONS		22
9.01	DEFINITIONS	22
9.02	VACATION ENTITLEMENTS	22

9.03	CALCULATION OF VACATION PAY	23
9.03.1	Annual Vacation Differential	23
9.03.2	On Termination	23
9.03.3	Part-Time Employees.....	23
9.03.4	Minimum Vacation Pay	24
9.04	PRORATION OF ANNUAL VACATION ENTITLEMENT BECAUSE OF ABSENCES	24
9.05	VACATION, STATUTORY HOLIDAY BLOCK AND SICK LEAVE	24
9.06	VACATION BANKING.....	24
9.06.1	Banked Vacation Limits	24
9.06.2	Exclusion To Banking Vacation	24
9.06.3	Intent To Bank	25
9.06.4	Maximum Banked Time Taken	25
9.06.5	Vacation Pay Adjustment	25
9.06.6	Banked Vacation Taken Not Paid	25
9.07	RECOVERY OF OVERDRAWN CREDITS	25
ARTICLE 10	- STATUTORY HOLIDAYS	25
10.01	DEFINITION OF STATUTORY HOLIDAYS.....	25
10.02	PAYMENT FOR STATUTORY HOLIDAYS	26
10.02.1	Eligibility For Payment	26
10.03	WORKING ON A STATUTORY HOLIDAY	26
ARTICLE 11	- LEAVE OF ABSENCE.....	27
11.00	LEAVE OF ABSENCE.....	27
11.00.1	LOA Without Pay for More than 15 Days in any Calendar Month	27
11.01	APPLICATION AND APPROVAL FOR LEAVE OF ABSENCE	27
11.01.1	Application for Leave.....	27
11.01.2	Purpose of Leave	27
11.01.3	False Pretenses.....	27
11.01.4	Leaves for Political and Union Office.....	27
11.01.5	Compassionate Care Leave.....	28
11.01.6	Leave Respecting Death Of Child.....	28
11.01.7	Leave Respecting Disappearance Of Child	28
11.02	LENGTH OF LEAVE OF ABSENCE.....	28
11.02.1	Length Of Leave	28
11.02.2	Driver's Licence Suspension	29
11.03	BEREAVEMENT LEAVE	29
11.03.1	Bereavement Leave	29
11.03.2	Length Of Leave Dispute.....	29
11.04	MATERNITY LEAVE.....	30
11.04.1	Maternity Leave	30
11.04.2	Maternity Leave Allowance	30
11.04.3	Notice	30
11.04.4	Return Date	30
11.04.5	Extension Of Leave	30
11.04.6	Early Return	31
11.04.7	Return To Former Position	31
11.04.8	No Change In Condition Or Termination Of Employment	31
11.04.9	Benefit Premiums	31
11.05	PARENTAL LEAVE.....	31
11.05.1	Entitlements	31
11.05.2	Maximum Combined Entitlement	32
11.05.3	Parental Leave Request	32
11.05.4	Benefit Premiums	32
11.06	DUTIES OF EMPLOYEE AND THE EMPLOYER.....	32

11.06.1	Return From Leave	32
11.06.2	Reinstatement	32
11.06.3	No Change In Conditions Or Termination Of Employment	32
11.06.4	Benefit Premiums	33
11.07	HOMECOMING LEAVE	33
11.08	FAMILY RESPONSIBILITY LEAVE	33
ARTICLE 12	- DISABILITY PLAN	33
12.00	DISABILITY PLAN	33
12.01	DEFINITIONS	33
12.02	SHORT TERM DISABILITY PLAN	34
12.02.1	Benefit Entitlement	34
12.02.2	Short Term Disability Recurring Disabilities.....	34
12.02.3	Integration With Other Disability Income	34
12.02.4	Disputes	35
12.03	LONG TERM DISABILITY PLAN	35
12.03.1	Long Term Recurring Disabilities	35
12.03.2	Access to Collective Agreement	35
12.04	CONFIDENTIALITY OF MEDICAL INFORMATION	35
12.05	SEVERANCE PAY.....	36
12.06	JOINT CLAIMS REVIEW COMMITTEE.....	36
12.06.1	Committee Membership	36
12.06.2	Committee Procedures.....	36
12.06.3	Confidentiality	36
12.07	WORKSAFEBC CLAIMS	36
12.07.1	WorkSafeBC Payments.....	36
12.07.2	Disputed Claims	37
12.08	RETURN TO WORK FROM EXTENDED ABSENCE.....	37
12.09	STATUS AT COMPLETION OF TWO YEARS ON DISABILITY	37
ARTICLE 13	- MEDICAL, DENTAL, AND LIFE INSURANCE	37
13.00	MEDICAL, DENTAL AND LIFE INSURANCE	37
13.01	BASIC MEDICAL COVERAGE	38
13.02	EXTENDED HEALTH BENEFITS	38
13.03	DENTAL PLAN.....	39
13.04	DENTAL PLAN - RETIRED EMPLOYEES	39
13.05	GROUP LIFE INSURANCE	39
13.06	VOLUNTARY GROUP LIFE INSURANCE	39
13.07	REIMBURSEMENT FOR MEDICAL EXAMINATION FOR DRIVERS' ABSTRACT	40
13.08	TRAVEL ACCIDENT INSURANCE.....	40
13.09	EYE EXAMS.....	40
ARTICLE 14	- TRANSIT PASS	40
14.00	TRANSIT PASS	40
14.01	PENALTY FOR WRONGFUL USE OF PASS	40
14.02	ELIGIBILITY FOR TRANSIT PASS UPON RETIREMENT	40
ARTICLE 15	- SAFETY.....	41
15.01	OCCUPATIONAL HEALTH AND SAFETY	41
15.02	SAFETY SHOES - COST SHARING	42
15.03	FIRST AID ALLOWANCES	42
15.04	VIOLENCE IN THE WORKPLACE	42
ARTICLE 16	- PAYMENT OF WAGES.....	43
16.00	PAYMENT OF WAGES.....	43
16.01	ISSUING PAY STATEMENTS - SHIFT WORKERS	43

16.02	STEP PROGRESSION	44
ARTICLE 17 - TEMPORARY EMPLOYMENT		44
17.00	TEMPORARY EMPLOYMENT	44
17.01	TEMPORARY EMPLOYEES	44
17.02	TEMPORARY PROJECTS	44
ARTICLE 18 - TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT		44
18.00	TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT	44
ARTICLE 19 - TIME SLIPS		45
19.00	TIME SLIPS	45
ARTICLE 20 - SPECIFIC MATTERS OF AGREEMENT		45
20.00	SPECIFIC MATTERS OF AGREEMENT	45
ARTICLE 21 - INTERPRETATION OF AGREEMENT		45
21.00	INTERPRETATION OF AGREEMENT	45
ARTICLE 22 - PENSION PLAN		45
22.00	PENSION PLAN	45
ARTICLE 23 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM		45
23.00	EMPLOYEE AND FAMILY ASSISTANCE PROGRAM	45
23.01	PAYMENT FOR EFAP	46
23.02	UNION INVOLVEMENT	46
ARTICLE 24 - PAID EDUCATION LEAVE		46
24.01	PAID EDUCATION LEAVE	46
ARTICLE 25 - CANADIAN ARMED FORCES		47
25.00	CANADIAN ARMED FORCES	47
ARTICLE 26 - WOMEN'S ADVOCATE		47
26.01	WOMEN'S ADVOCATE	47
ARTICLE 27 - SUBSTANCE ABUSE		48
OPERATIONS		49
	DEFINITIONS	49
ARTICLE 1 - HOURS OF WORK		50
1.01	WORK DAY AND WORK WEEK	50
1.02	DEFINITION OF RUNS	50
ARTICLE 2 - ASSIGNMENT OF WORK		50
2.01	SIGN-UP	50
2.01.1	Sign-up Relief	50
2.01.2	Operators Transferred to the Inactive List	51
2.01.3	Payment for Union Representatives at Sign-up	51
2.02	RUNNING SHEETS - DEFINITION AND CONSTRUCTION	51
2.02.1	Union Sheet Committee	51
2.02.2	Running Sheets - Frequency	51
2.02.3	Running Sheets - Changes	52
2.02.4	Length Of Runs	52
2.02.5	Training Rates of Pay for Existing Operators Breaking in on Existing and New Routes	52
2.02.6	Training/Orientation	52
2.02.7	Special Category Runs	52
2.03	SERVICE REVIEW COMMITTEE	53
2.03.1	Objective	53
2.03.2	Committee Membership	53

2.03.3	Terms Of Reference	53
2.03.4	Committee Procedures	54
2.03.5	Relationship With Sheet Review Process	54
2.03.6	Running Time Issues	54
2.04	NOTICE OF RETURN TO WORK FOLLOWING LEAVE OF ABSENCE	55
2.04.1	Sick Report Time	56
2.04.2	Sleeper Definition	56
2.04.3	Unscheduled Transit Service Delays	56
2.05	AVAILABILITY FOR OVERTIME WORK	56
2.05.1	Availability	56
2.05.2	Payment.....	56
2.06	NATIONAL SAFETY CODE	57
ARTICLE 3 - METHOD OF PAYMENT		57
3.00	METHOD OF PAYMENT	57
3.01	PAYMENT FOR OVERTIME WORK	57
3.01.1	Payment For Work On Sundays And Statutory Holidays	57
3.01.2	Payment For Callout On A Day Off	58
3.02	SPREADOVER PREMIUM FOR SPLIT SHIFTS.....	58
3.02.1	Premium	58
3.02.2	Premium Applied	59
3.02.3	T.E.T. Time	59
3.02.4	Maximum Spreadover	59
3.03	MINIMUM PAY FOR SHORT PIECES OF WORK.....	59
3.03.1	Single Pieces of Work	59
3.03.2	Two Pieces Separated By 15 Minutes Or Less	59
3.03.3	Two Pieces Separated By More Than 15 Minutes	59
3.03.4	Extended Work.....	60
3.04	PAY PROTECTION ON TEMPORARY CHANGE OF WORK.....	60
3.05	REPORT TIME AND LAY-UP TIME	60
3.05.1	Report Time	61
3.05.2	Lay-up Time	61
3.06	TRAVEL TIME	61
3.06.1	Definition Of Travel Time.....	61
3.06.2	Travel Time Application	61
3.07	MAKE-UP TIME	62
3.08	LINE TRAINER PREMIUM.....	63
ARTICLE 4 - WASHROOMS.....		63
4.01	WASHROOMS	63
4.02	WASHROOM COMMITTEE	63
ARTICLE 5 - UNIFORMS.....		64
5.00	UNIFORMS.....	64
5.01	CLEANING ALLOWANCE.....	64
ARTICLE 6 - NEW OPERATING CENTRES		64
6.00	NEW OPERATING CENTRES.....	64
ARTICLE 7 - TEMPORARY PROMOTIONS.....		64
7.01	TEMPORARY PROMOTIONS.....	64
7.01.1	Post A Notice	64
7.01.2	Term Of Leave.....	64
7.01.3	Seniority Maintained	64
7.01.4	Agreement Coverage	64
7.01.5	No Discipline	64

ARTICLE 8 - SHIFT PREMIUMS	65
8.01 SHIFT PREMIUMS	65
8.02 TRANSIT OPERATOR PERFORMING COMMUNITY LIAISON WORK	65
ARTICLE 9 - SINGLE ANNUAL VACATION DAYS	65
9.01 SCHEDULING OF SINGLE ANNUAL VACATION DAYS	65
ARTICLE 10 - SPAREBOARD RULES.....	66
10.00 SPAREBOARD RULES.....	66
10.00.1 Spareboard Interpretation Manual	66
10.01 SPAREBOARD.....	67
10.01.1 Spareboard Operators - Days Off	67
10.01.2 Depot Of Origin	67
10.02 SPAREBOARD GUARANTEE.....	68
10.02.1 Guarantee.....	68
10.02.2 Failure To Report	68
10.03 TRIPPERS, SPECIALS AND SPLIT WORK.....	69
10.04 SPAREBOARD QUALIFICATIONS.....	69
10.04.1 Qualifications.....	69
10.04.2 National Safety Code	69
10.05 ADDITIONAL WORK	69
10.05.1 Work Starting After 19:30	69
10.05.2 National Safety Code Exception	69
10.06 09:00 SIGN-UP	70
10.06.1 Afternoon Work.....	70
10.06.2 Failure To Report At 9:00	70
10.06.3 Written Choices	71
10.06.4 Shortest Piece Of Work	71
10.06.5 Signing Blocked Work	71
10.06.6 Blocked Work Request	71
10.06.7 Remaining Work	71
10.06.8 Work After Scheduled Finish Time	71
10.06.9 Not To Be Bumped	72
10.06.10 Splitting Blocks	72
10.06.11 Known Work	72
10.06.12 Standbys 09:00	72
10.06.13 Longest Piece Of Work	72
10.06.14 Spareboard Operators Forced Onto Work	72
10.06.15 'S' Work	72
10.07 13:15 SIGN-UP	73
10.07.1 13:15 Sign-Up	73
10.07.2 Overnight Sheet.....	73
10.07.3 Choices	73
10.07.4 Letter Choices And Work Allocation.....	73
10.07.5 Letter Choice Sheets.....	74
10.07.6 Letter Choice Definitions	74
10.07.7 Order Of Preference	75
10.07.8 Overtime Work Indication	75
10.07.9 Operator's Responsibility	75
10.07.10 All Other Work.....	75
10.07.11 More Operators Than Work	76
10.07.12 Depot Selection	76
10.07.13 Record Of Open Work	77
10.08 GENERAL RULES.....	77
10.08.1 Travel Time	77

10.08.2	Paid Straight Through	77
10.08.3	No Early Report Operators	77
10.08.4	Not To Be Bumped.....	77
10.08.5	Less Than A Full Day	77
10.08.6	Commitment To Work	77
10.08.7	Cancellation Of Work.....	78
10.08.8	Sickness.....	78
10.08.9	Work Obtained From Early Standby	78
10.08.10	Sleeper Relief.....	78
10.08.11	Minimum Pay.....	78
10.08.12	Overtime	78
10.09	WORK SIGNED IN ERROR	79
10.09.1	Work Signed In Error	79
10.10	DROPPING SENIORITY FOR LEAVES OF ABSENCE (LOA)	79
10.10.1	Same Day LOA Request.....	79
10.10.2	Next Day LOA Request.....	79
10.10.3	Dropping Seniority.....	79
10.10.4	LOA Restrictions.....	80
10.11	ALLOCATION OF OVERTIME	80
10.11.1	Blocked Work And Overtime	80
10.11.2	Full Shift to Overtime.....	81
10.12	SPAREBOARD COMMITTEE.....	81
ARTICLE 11	- COMPRESSED WORK WEEK RULES.....	81
11.00	COMPRESSED WORK WEEK RULES	81
11.01	APPLICATION	81
11.02	REPORTING FOR COURT APPEARANCE	81
11.03	STATUTORY HOLIDAYS.....	81
11.03.1	Statutory Holiday Pay	81
11.03.2	Short Shift.....	81
11.03.3	Banked Statutory Holiday	82
11.04	DISABILITY PLAN	82
11.04.1	Daily Earnings	82
11.05	WORK WEEK	82
11.06	WORK DAYS IN A PAY PERIOD	82
11.07	LENGTH OF RUNS EXCLUSION.....	82
11.08	DEFINITIONS	82
11.08.1	Regular Rate	82
11.08.2	Time Worked	82
11.09	TRAVEL TIME	82
11.10	MAKE-UP TIME	82
11.11	OVERTIME	83
11.11.1	Overtime Paid	83
11.11.2	Overtime Rate Paid.....	83
11.11.3	Payment For Work On Sundays.....	83
11.12	SPREADOVER PREMIUM	83
11.13	COMPRESSED WORK WEEK INDEXES AND THE SPAREBOARD	83
11.13.1	Spareboard	83
11.13.2	Spareboard Operator Forced.....	83
11.13.3	Early Report	83
11.13.4	Open Compressed Shift	83
11.13.5	Application.....	84
11.14	MAXIMUM NUMBER OF COMPRESSED INDEXES	84
ARTICLE 12	- BANKED OVERTIME	84

12.00	BANKED OVERTIME	84
ARTICLE 13 - OPERATOR SHIFT TRADES.....		85
13.00	OBJECTIVE	85
13.01	OPERATION OF SHIFT TRADES	85
MAINTENANCE		87
ARTICLE 1 - HOURS OF WORK		87
1.01	WORK DAY AND WORK WEEK	87
1.02	WORK DAY START & FINISH TIME ADJUSTMENT	87
ARTICLE 2 - HOURS OF WORK - GARAGES		87
2.01	DAY PERSONS	87
2.02	OTHER SHIFTS.....	87
ARTICLE 3 - MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES		87
3.00	MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES.....	87
3.01	DEFINITIONS AND INTERPRETATIONS	87
3.02	AVERAGE WORKDAY	88
3.03	SCHEDULED HOURS OF WORK.....	88
3.04	SCHEDULED WORK DAY.....	88
3.05	'M' DAY ENTITLEMENT	88
3.06	NO NEGATIVE BALANCE	88
3.07	TAKEN AS TIME OFF	88
3.08	'M' DAY BANK MAXIMUM HOURS.....	88
3.09	PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS	88
3.10	PAYMENT FOR WORK ON SUNDAYS	88
3.11	SHIFT PREMIUMS	89
3.12	TOOL ALLOWANCE	89
3.13	'M' DAY BANK EXCLUSIONS	89
3.14	USE OF EXCESS TIME IN 'M' DAY BANK	89
3.15	ANNUAL VACATION ENTITLEMENTS	89
3.16	ANNUAL VACATION AND M DAYS	89
3.17	STATUTORY HOLIDAYS	90
3.18	DISABILITY PLAN	90
3.19	OTHER EMPLOYEES WORKING 'M' DAY.....	91
ARTICLE 4 - MODIFIED WORK DAY FOR INTERIOR BUS CLEANERS.....		91
4.00	MODIFIED WORK DAY FOR INTERIOR BUS CLEANER	91
4.01	DEFINITIONS AND INTERPRETATIONS	91
4.02	AVERAGE WORK DAY.....	91
4.03	SCHEDULED HOURS OF WORK.....	91
4.04	SCHEDULE WORK DAY	91
4.05	'M' DAY ENTITLEMENT	91
4.06	NO NEGATIVE BALANCE	92
4.07	TAKEN AS TIME OFF	92
4.08	'M' DAY BANK MAXIMUM HOURS.....	92
4.09	PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS	92
4.10	PAYMENT FOR WORK ON SUNDAYS	92
4.11	SHIFT PREMIUMS	92
4.12	'M' DAY BANK EXCLUSIONS	92
4.13	USE OF EXCESS TIME IN 'M' DAY BANK	92
4.14	ANNUAL VACATION ENTITLEMENTS	92
4.15	ANNUAL VACATION AND M DAYS	93
4.16	RANDOM DAYS.....	93
4.17	STATUTORY HOLIDAYS	93

4.18	DISABILITY PLAN ABSENCES	93
4.19	APPLICATION OF M6.00	93
4.20	BEREAVEMENT LEAVE	93
ARTICLE 5 - COMPRESSED WORK SCHEDULE		93
5.01	WORK DAY AND WORK WEEK.....	93
5.02	WORKSAFEBC	93
5.03	SICK LEAVE	94
5.04	STATUTORY HOLIDAYS.....	94
5.05	BEREAVEMENT LEAVE	94
ARTICLE 6 - UNSCHEDULED DAYS OF ANNUAL VACATION		94
6.01	SCHEDULING OF DAYS	94
6.02	DAYS TAKEN BY MUTUAL AGREEMENT	94
6.03	RULES APPLIED	94
6.04	UNSCHEDULED ANNUAL VACATION DAYS.....	94
ARTICLE 7 - VACATION DEFERRAL		95
7.00	DISPLACED VACATION	95
ARTICLE 8 - REPORTING LATE		95
8.00	REPORTING LATE	95
ARTICLE 9 - NOTICE TO RETURN TO WORK.....		95
9.00	NOTICE OF RETURN TO WORK.....	95
ARTICLE 10 - ASSIGNMENT OF WORK.....		95
10.01	MAINTENANCE GARAGE.....	95
10.01.1	Garage Sign-ups	95
10.01.2	Assignment Of A New Employee	97
10.01.3	Assignment Of Other Employees.....	97
10.01.4	Return To Work	97
ARTICLE 11 - ASSIGNMENT OF OVERTIME WORK - SHOPS AND GARAGES		98
11.01	OVERTIME OFFERED	98
11.02	INCIDENTAL OVERTIME	98
11.03	SCHEDULED OVERTIME	98
11.04	NOTICE TO WORK OVERTIME	98
11.04.1	Overtime Notice	98
11.04.2	Payment.....	99
11.05	20 HOUR LIMIT	99
11.06	SHIFT TRADING RULES	99
11.07	NIGHT SHIFT MECHANIC WORKING STATUTORY HOLIDAY.....	99
ARTICLE 12 - METHOD OF PAYMENT		99
12.00	METHOD OF PAYMENT	99
12.01	PAYMENT FOR OVERTIME WORK	99
12.02	PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS	99
12.03	PAYMENT FOR WORK ON SUNDAYS - GARAGES	100
12.04	PAYMENT FOR CALLOUT ON A DAY OFF	100
12.05	PAYMENT OF A CALLOUT	100
12.06	PAY FOR TRAINING	100
12.07	PAY FOR TIME CHANGES.....	101
12.08	TEMPORARY RELIEF ON A HIGHER PAID JOB.....	101
12.09	MEALS.....	101
12.09.1	Meals - Overtime Worked Following A Normal Shift.....	101
12.09.2	Meals - On Callouts.....	101
12.09.3	Meals - Overtime Within 24 Hours Of Normal Start Time.....	101

12.09.4	Meals - Missed On A Normal Shift.....	101
ARTICLE 13 - TRAVEL	101	
13.01	TRAVEL BY GARAGE DEPARTMENT EMPLOYEES.....	101
ARTICLE 14 – PREMIUMS	102	
14.01	SHIFT PREMIUM – SHOPS AND GARAGES.....	102
14.02	OTHER	102
ARTICLE 15 - TRANSFER, PROMOTION AND LAYOFF	102	
15.01	SHIFT VACANCIES BETWEEN SIGN-UPS	102
15.01.1	Vacancies Posted	102
15.01.2	Interested Employees.....	102
15.01.3	Successful Applicant	102
15.01.4	No Successful Applicant.....	102
15.01.5	Vacancy To Be Filled	103
15.02	FAILURE TO QUALIFY AFTER PROMOTION - MAINTENANCE GARAGES	103
ARTICLE 16 - CHARGE HANDS/LEAD HANDS.....	103	
16.01	RESPONSIBILITIES OF CHARGE HANDS	103
16.01.1	Assignment	103
16.01.2	Qualification	103
16.01.3	Relief Charge Hands	103
16.01.4	Failure To Qualify.....	103
16.01.5	Full Time Charge Hand Rates.....	104
16.01.6	Relief Charge Hand Rates	104
16.01.7	Duty Of Other Employees.....	104
16.01.8	Report To Union	104
16.02	RESPONSIBILITIES OF LEAD HANDS	104
16.02.1	Assignment	104
16.02.2	Qualification	104
16.02.3	Relief Lead Hand.....	104
16.02.4	Failure To Qualify.....	104
16.02.5	Lead Hand Rates.....	105
16.02.6	Relief Lead Hand Rates	105
16.02.7	Duty Of Other Employees.....	105
16.02.8	Report To Union	105
ARTICLE 17 - ESTIMATION OF ACCIDENT DAMAGE.....	105	
17.00	ESTIMATION OF ACCIDENT DAMAGE	105
ARTICLE 18 - TRAINING PROGRAMS.....	105	
18.00	TRAINING PROGRAMS.....	105
18.01	APPRENTICE TRAINING PROGRAM AND COMMITTEE	105
18.01.1	Apprentice Training Program	105
18.01.2	Apprentice Training Committee	106
18.01.3	Applications	107
18.02	SETTLEMENT OF DIFFERENCES	107
18.03	DUTIES AND TRAINING OF APPRENTICES	107
18.04	PLACEMENT ON COMPLETION OF TRAINING	108
18.05	FAILURE	108
18.06	INDUSTRY TRAINING AUTHORITY.....	108
ARTICLE 19 - FIRST AID.....	108	
19.00	FIRST AID	108
ARTICLE 20 - CLOTHING.....	108	
20.01	COVERALLS.....	108

20.02	GLOVES	108
20.03	WINTER CLOTHING	109
ARTICLE 21	- TOOLS	109
21.01	TOOL ALLOWANCE	109
21.02	TOOL INSURANCE	109
21.03	CERTIFIED VEHICLE INSPECTION PROGRAM	109
ARTICLE 22	- JOB CLASSIFICATIONS – GARAGES	109
22.01	SKILLED TRADES CLASSIFICATIONS	109
22.01.1	Serviceperson	110
22.01.2	Utility Person	111
22.01.3	Tire Person	112
22.01.4	Preparatory Painter	112
22.01.5	Bus Dispatcher	112
22.01.6	Interior Bus Cleaner	112
22.02	INCIDENTAL WORK	112
22.03	REST PERIODS	112
ARTICLE 23	- JOB CLASSIFICATIONS, TRANSPORTATION, BUILDING MAINTENANCE	112
23.01	JOB CLASSIFICATIONS	112
23.01.1	Janitor Hours Of Work	112
23.02	REST PERIODS	112
ARTICLE 24	- ‘X’ EMPLOYEE WORK PRACTICES	113
24.01	GENERAL	113
24.01.1	Shift Requirements	113
24.01.2	Contact Information	113
24.01.3	Employer Discretion	113
24.01.4	Not To Be Called	113
24.01.5	Statutory Holiday	113
24.01.6	Eighth Day	113
24.01.7	Sixth And Seventh Consecutive Days	113
24.01.8	Calculations	113
24.01.9	Eight Hours Between Shifts	113
24.01.10	Operations Changes – Garages	114
24.02	RELIEF WORK OF MORE THAN SEVEN DAYS	114
24.02.1	Employee Absence	114
24.02.2	Other Employee’s Work	114
24.02.3	Additional Cost	114
24.02.4	Maximum Time	114
24.02.5	More Than One ‘X’ Employee	114
24.02.6	Junior ‘X’ Employee	114
24.03	RELIEF WORK OF SEVEN DAYS OR LESS	114
24.03.1	Less Than A Full Shift	114
24.03.2	Vacant Shift	115
24.03.3	Exceptions	115
24.04	‘X’ EMPLOYEE WORKING SCHEDULED M DAY	115
24.05	‘X’ RELIEF EMPLOYEES	115
24.06	DAYS OFF – ‘X’ EMPLOYEES	115
ARTICLE 25	- MAINTENANCE CONSULTATIVE COMMITTEE	115
25.00	MAINTENANCE CONSULTATIVE COMMITTEE	115
25.01	JOINT MAINTENANCE TRAINING COMMITTEE	116
ARTICLE 26	- BANKED OVERTIME	116
26.00	BANKED OVERTIME	116

WAGE GRIDS..... 118

TRANSIT OPERATOR 118

 Wage Grid 2019..... 118

 Wage Grid A 2020-2022 119

 Wage Grid B 2020-2022 120

SKILLED TRADES..... 121

 Skilled Trades Wage Grid with Tool Allowance 121

 Charge Hand Wage Rate 121

 Trade Classifications Including Tool Allowance:..... 121

 Trades Classifications Excluding Tool Allowance: 121

APPRENTICE WAGE PERCENTAGES..... 122

UTILITY PERSON 123

INTERIOR BUS CLEANER..... 123

SERVICE PERSON..... 124

SIGNATURE PAGE 125

LETTER OF UNDERSTANDING #1 126

LETTER OF UNDERSTANDING #2 128

LETTER OF UNDERSTANDING #3 130

LETTER OF UNDERSTANDING #4 132

LETTER OF UNDERSTANDING #5 134

LETTER OF UNDERSTANDING #6 136

LETTER OF UNDERSTANDING #7 139

LETTER OF UNDERSTANDING #8 141

LETTER OF UNDERSTANDING #9 142

GENERAL ITEMS

ARTICLE 1 - COVERAGE, DURATION AND EFFECT

1.01 COVERAGE

This Agreement shall cover and be binding upon all Employees of the Employer described in the certificate issued by the Labour Relations Board of British Columbia on October 16, 1998. Unless otherwise specified "Employee(s)" means a person covered by the above Certification and as further defined in the Labour Relations Code of British Columbia.

1.02 DURATION OF THE AGREEMENT

This Agreement shall come into effect as of the 1st day of April 2019 and shall remain in effect until it expires with the 31st day of March 2022 or thereafter until it is reopened as provided by Article G 1.03.

Pursuant to the provisions of S.50(4) of the Labour Relations Code, RSBC 1996, Chapter 244, as amended, the operation of S.50(2) and 50(3) are hereby excluded.

1.03 REOPENING OF THE AGREEMENT

At any time within four months immediately preceding the date of expiry of the Agreement, either Party may give to the other written notice of its intention to commence negotiations leading to a renewal of the Agreement.

1.03.1 Agreement To Continue In Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

1.04 RETROACTIVE PAY

The applicable wage rates included in the Wage Schedule of this Agreement shall be applied retroactively for all job classifications listed in the wage schedule. The Employer shall compute retroactive pay for Employees as a percentage of their "Gross earnings" during the retroactive period. "Gross earnings" shall include only the following:

- 1) straight time earnings;
- 2) overtime earnings;
- 3) statutory holiday pay for those holidays which fall during the retroactive period and for which the Employee was eligible to receive payment;
- 4) sickness protection benefits for approved absences falling within the retroactive period, including supplements to Disability Plan benefits paid during that period;
- 5) any wage related premiums and allowances which are normally included as part of regular earnings;

In addition to gross earnings retroactivity will be calculated on vacation pay for vacations taken during the retroactive period by the re-application of the vacation pay formula provided in Article G 9.03, using the new wage rates listed in the Wage Schedule.

1.05 ROUNDING

All wage rates are rounded to the nearest whole cent.

\$0.0050 and over are rounded to the nearest whole cent.

\$0.0049 and under are rounded to the last whole cent.

1.06 GENDER NEUTRAL LANGUAGE

All references within this Agreement will reflect gender neutral language.

ARTICLE 2 - UNION RECOGNITION AND SECURITY

2.01 RECOGNITION

The Employer recognizes the Union and will not discriminate against any Employees because they are a member or officer of the Union. The Employer agrees that access to the Employer premises shall be granted to members of the staff or officers of the Union when dealing or negotiating with the Employer and for the purposes of investigating and resolving grievances. The Union official will notify the Manager on site with reasonable notice and will not interfere with the operation of the area concerned. Any qualified Union officer, including Unit Chairperson, Union designated Job Stewards, shall be recognized by the Employer in discussing any grievance under the term of the grievance procedure as set out in Article G3.

All BC Transit Committees where there is Union participation, the Union appointees shall be appointed and or selected as per the direction of the Local Union. Any committee member that sits on any BC Transit Committee who has not been appointed or submitted to sit on that committee by the Union shall not have any Union authority or representative ability while sitting on such committee.

2.02 UNION PARTNERSHIP

2.02.1 Union Bulletin Board

BC Transit will provide a Union bulletin board at all Depots in all Certified Departments that is accessible to all Unifor Members in each department.

2.02.2 Union Office

BC Transit will provide a fully equipped Union Office for the exclusive use by the Local. It shall be equipped with furniture such as chairs, desk(s), filing cabinets, a working landline, internet and any other reasonable office setting item or service.

2.02.3 Flag Pole

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 Unifor and the cost of the flagpole and its maintenance shall be borne by BC Transit.

2.03 SECURITY

New Employees shall become members in good standing of the Union as a condition of continued employment within one month of the date of hire.

Employees who fail to maintain their membership in good standing in the Union shall be discharged after ten days written notice to the Employer of the Employee's failure to maintain their membership in good standing. Should the Union advise the Employer that the Employee is again a member in good standing within the ten day period, the original discharge notice shall be deemed to be null and void.

2.04 ASSIGNMENT OF FEES, DUES AND ASSESSMENTS

Employees shall, as a condition of employment, authorize the Employer to deduct from their wages initiation fees, monthly dues and assessments as determined by the Union.

2.04.1 Authorization

The Employer agrees to deduct initiation fees, dues and general assessments from an Employee authorizing it to do so on behalf of the Union and agrees to remit that assignment to the Union each month together with a list of the Employees from whom dues were deducted.

The Union agrees to indemnify and save the Employer harmless from any claims which may arise in complying with the provisions of this Article.

2.04.2 Administrative Costs

Administrative costs incurred by the Employer for general assessments levied in excess of two per year shall be paid by the Union.

2.04.3 Skilled Trades Dues

The Employer agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor Skilled Trades Council, one half hour per year from those Employees who are deemed by the Employer as a skilled trade as recognized under Article M22.01.

The first deduction will be made from the Employee's first pay. Thereafter deductions will be made in January of each calendar year. These deductions along with the names of the Employees shall be remitted to the Financial Secretary of the Union.

2.05 PROBATIONARY PERIOD FOR NEW EMPLOYEES

2.05.1 Probation Period

Employees new to a position shall be placed on probation for 528 straight time hours of time worked following the completion of the training period.

The Employer may dismiss probationary Employees during their probationary period without giving any reason for doing so. The Union may grieve any alleged discrimination against

dismissed probationary Employees. Employees who successfully complete their period of probation will be confirmed in their appointment and shall subsequently have all the rights and benefits provided by this Agreement.

2.05.2 Alternative To Dismissal

Where a probationary Employee has shortcomings that could lead to dismissal before the completion of the probationary period, the Employer and the Union will meet to discuss alternative solutions. If, in the opinion of the Employer, the Employee has the potential to be successful in the job, the Employer and the Union will agree on an extension to the probationary period.

The purpose of the extension is to allow for further training and/or assistance, and to provide a further opportunity for the Employer to assess the Employee's suitability for continued employment in that position. This section does not prejudice the Union's right to grieve the termination of a probationary Employee.

2.05.3 New Employees

Upon completion of their training each Employee shall be paid two hours at straight time pay for attending the orientation and a vehicle shall be provided to transport the new Employees from their Depot of origin to and from the Union office where needed.

The orientation shall be provided in conjunction with the Anti-Harassment training and shall be paid for by the Employer and provided by the Union as set out in Article G2.09.3.

2.05.4 Completion Of Probation

Upon the successful completion of the probationary period, each Employee shall be given a minimum of two hours to meet with a Union Officer at the Local Union office to review their training but also to review any concerns that they may have with respect to their membership in the Union.

Each Employee shall be paid two hours at straight time pay for attendance at the meeting and a vehicle shall be provided to transport the new members from their Depot of origin to and from the Union office where needed.

2.06 ADVISING THE UNION OF NEW EMPLOYEES

In a monthly report the Employer will forward the name and address of each new Employee to the Union.

2.07 LEAVE OF ABSENCE FOR UNION BUSINESS

2.07.1 Full Time Officers

Employees who act as full-time officers of the Union, Local or National, 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 shall return to the job classification they previously held without loss of the Employer Accredited Service as used to determine vacation and welfare plan entitlements (see Article G9.01).

2.07.2 Terms Of Leave

Leave of absence granted to full-time Union officers shall be without pay but they shall be entitled to retain their membership in the following welfare plans, subject to the Union paying the Employer's contributions for each plan on their behalf.

- 1) Long Term Disability
- 2) Group Life Insurance Plan
- 3) Voluntary Group Life
- 4) A Recognized Employer Pension Plan
- 5) MSP of British Columbia
- 6) Extended Health Benefits Plan
- 7) Dental Plan

2.07.3 Other Union Leaves

Officers of the Union shall be granted leave of absence for Union business provided a full-time officer of the Union gives the Supervisor concerned prior notice of the absence.

As far as possible such notice will include the dates the leave will commence, and finish and the Union will endeavour to give at least 24 hours notice of any leave of absence under this Article.

2.08 WORK CONTRACTED OUT

2.08.1 Current Work

- 1) The Employer shall not contract out or outsource any work performed by bargaining unit Employees where such work relates to fixed route, fixed schedule bus service, nor where there is work related to the maintenance of the vehicles that deliver such service, except:
 - a) where there is mutual agreement with the local Union; or
 - b) in the case of emergency; or
 - c) where the Employer does not have the appropriate facilities, equipment or staff to complete the work in the time required.
- 2) In any case, in awarding contracts pursuant to 1 a), b), and c), the Employer will give preference to contractors providing wages and working conditions comparable to the prevailing local Unionized rates for the relevant industry or trade.
- 3) Performance of warranty work, preparation of new vehicles or new equipment is subject to the terms of the tender specifications and supply contract with the original equipment manufacturer except as modified below.

The Employer shall perform maintenance, warranty and installation of new equipment in-house where this can be done with bargaining unit Employees subject to a) below; except as modified below.

Under no circumstances shall any mechanical warranty work, as set out above exceed five years in duration where that work is prohibited from being done by bargaining unit members unless there are mechanical design defects that have been identified by the manufacturer.

- a) Other warranty requirements and opportunities will be reviewed with the local Union and training needs addressed by the Maintenance Consultative Committee to determine if warranty work can be done in-house to the same standards at equivalent or lower cost.
- b) In any case, where warranty work could be completed effectively in-house, in accordance with a) above, but lack of appropriate certifications by BC Transit Employees could negate the effect of a warranty, BC Transit can have such warranty work performed by the appropriate agents until such time as the Employer can expeditiously arrange to provide training and courses that will furnish bargaining unit Employees with the certification necessary to complete such warranty work.

In these cases, where the manufacturer's agents perform the work at the Employer's facility, a bargaining unit member will be assigned to accompany and assist the agent as necessary.

- 4) Services such as dial-a-ride, dispatch, paratransit, custom transit and vanpooling services are beyond the scope of this Article.
- 5) Non-revenue Vehicles

The Employer will maintain non-revenue vehicles except where:

- a) maintenance or servicing is included in the terms of a lease or warranty or;
- b) the Employer does not have the appropriate facilities, equipment or staff to complete the work in a cost-effective manner.

2.08.2 Future Work

The Parties to this Collective Agreement recognize the changing nature of the public transportation industry and agree that those changes call for the introduction of innovative and creative means of delivering those services in a cost effective and efficient manner.

Therefore, notwithstanding the exclusions contained in Article G2.08.1 4), the Parties agree to establish a joint Committee (Alternative Service Committee) charged with the responsibility to explore, and where feasible, recommend to BC Transit, alternative public transportation service models and methods of designing and implementing these services in-house in a cost-effective manner rather than contracting out operations.

- 1) The Committee will examine public transportation services throughout the Greater Victoria service area to determine where alternative service delivery could improve service or reduce costs. This includes services now operating as well as areas where no transit service is provided.

- 2) The Committee will explore methods of alternative service delivery that can be provided cost effectively by using BC Transit Employees, including a review of the working rules surrounding the efficient delivery of dial-a-ride, dispatch, paratransit and custom transit services and how they could be structured within BC Transit directly.
- 3) The Committee will review future proposals for new contracted transit service delivery to determine if the service delivery proposal could be provided by BC Transit in a cost-effective manner.
- 4) The Committee will consist of three members from the Union and three members from the Employer. Union appointees to the Committee will be paid at straight time rates for time spent in Committee meetings. The Committee will meet quarterly or more or less frequently by mutual agreement.

2.09 HUMAN RIGHTS

The Employer and the Union are committed to uphold the principles enshrined in the British Columbia Human Rights Code, and to promote a workplace environment based on respect and cooperation.

Discrimination is prohibited on any of the grounds covered by the Code, such as race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because the person has been convicted of a criminal or summary conviction unrelated to their employment.

Harassment based on any of the identified grounds is prohibited, including unacceptable conduct or comment that has the effect of causing intimidation, offense or humiliation, undermining the employment relationship, or placing an improper condition on employment.

It may include such behaviour as verbal or physical abuse, derogatory remarks, the display of pornographic or offensive material, unwelcome invitations or requests, innuendo about a person's body or beliefs, unnecessary physical contact, intimidation, practical jokes causing humiliation, or retaliation/threats of retaliation for lodging a complaint pursuant to this Article.

It is understood that the normal exercise of Supervisory responsibilities is not considered harassment.

Nothing in either this Agreement or the Policy restricts the Employee's right to pursue external avenues of redress such as a Human Rights complaint.

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 directly 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 each investigation.

The Joint Investigation Committee must meet to begin their investigation as soon as possible.

All time spent by Union Representatives in training and/or investigating the complaint shall be paid at straight time, unless otherwise mutually agreed.

Any Employee who is to appear before the Joint Investigation Committee may request to have a Union Representative present.

Where the complainant is a woman and the complaint involve sexual harassment or gender discrimination, the Joint Investigation Committee will include at least one woman from each side.

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, the designated Union Representative, the complainant and the respondent.

This 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.

Where an investigation ultimately results in disciplinary action against an Employee, any such disciplinary action may be grieved in accordance with Article G3.

2.09.1 Prevention Of Workplace Harassment

The Employer and the Union acknowledge that all Employees have the right to work in an environment free from harassment. The Parties agree to work together under the corporate Prevention of Workplace Harassment Policy to ensure that the workplace is harassment-free.

2.09.2 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 three representatives selected by the Employer and three 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.

All Joint Investigation Committee members (and any subsequent Committee members) shall receive the agreed to Unifor Workplace Investigation training and any agreed to refresher or advanced training courses.

Once the Joint Investigation Committee has been formed and trained sufficiently, the Parties agree to the process set out in Article G2.09 for investigating any complaints of harassment and discrimination.

2.09.3 Anti-Harassment Training

All new Employees will receive a half-day of Unifor Anti-Harassment training as part of their training process within 180 days of the start of their employment; or a time frame that is mutually agreed to by the Parties should there not be enough participants to participate in such a class at the 180 day mark. All time spent by Employees on the mandatory Anti-Harassment training shall be paid for at straight time rates with no loss of pay.

The scheduling of the anti-harassment training shall be made by mutual agreement with the intention to conduct all training during times that would normally attract straight time pay for the participants.

The Employer agrees to cover the costs of Unifor's facilitator and reasonable materials, etc.

Note All existing Employees shall have received and completed the training as set out above by March 31st, 2016.

For up to the first four classes put on by Unifor, the Employer shall cover all the costs of a National Union supplied Facilitator to ensure that the Local Facilitator is accurately providing the course.

Should the Employer want to have a backup Facilitator, the Employer will cover all costs associated with training a Local member to become qualified to facilitate the course.

2.10 PICKET LINES

An Employee shall have the right to refuse to cross any legal picket line arising out of a dispute as defined in the Labour Relations Code of BC. Refusing to cross a legal picket line is not just cause for discipline.

2.11 PRINTING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT

Copies of the Collective Agreement will be made available electronically to all Employees. Sufficient copies will be printed in a Union printing shop, for distribution as required.

The costs associated with printing shall be borne equally by the parties.

2.12 UNIT CHAIRPERSONS

The Company shall provide for the Union's elected Chairpersons as set out in the following:

Transit Operators

There shall be one Transit Operator Unit Chairperson paid for by the Company. They shall be paid at their regular rate of pay for two shifts as chosen by the Operator, per week and shall have all of their benefits, rights and privileges as contained in this collective agreement paid for by the Employer. They shall also maintain their full seniority while occupying the position of Unit Chairperson.

ARTICLE 3 - SETTLEMENT OF GRIEVANCES

3.01 DEFINITIONS

"Grievance" means any difference between the persons bound by the Agreement concerning its interpretation, application, operation or any alleged violation, including whether any such matter is arbitrable.

For the purposes of this Article "Officer of the Union" shall include any elected Officer of the Union or Job Steward recognized by the Union.

3.02 NO INTERFERENCE OR STOPPAGE OF WORK

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference with or stoppage of work.

3.03 GRIEVANCE PROCEDURE

Either Party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure, then the Grievor shall have the alternative either to abandon it or proceed with it to the next successive stage within the time limits set out in each stage.

By mutual agreement between the Employer and the Union, the processing of any grievance may begin at the second stage. Where a dismissal is grieved, the grievance shall begin at second stage. The successive stages of the grievance procedure are:

3.03.1 First Stage

The Employee and a Union Officer, may, within 15 days of the action on the part of the Employer which led to the dispute or complaint, submit a grievance orally with the Employee's immediate Supervisor. The Supervisor will respond within five days of receipt of the grievance.

3.03.2 Second Stage

If the two Parties are unable to agree at first stage, then within ten days of receipt of an answer to the first stage grievance, the Union must take up the grievance in writing with the appropriate Management representatives as designated by the Employer.

A meeting shall be convened within seven days of the filing of the grievance in writing at second stage, at which the Grievor shall be present in disciplinary related matters unless both Parties agree otherwise.

When the Grievor(s) or Job Steward(s) attend during their regular working hours, they shall suffer no loss of pay.

If the Grievor(s) or Job Steward(s) attend on their own time, they shall be paid at straight time rates for the time of the second stage meeting. The minimum pay of one hour shall apply.

The answer to the second stage grievance must be given within ten days of the meeting held to discuss the grievance at second stage.

3.03.3 Policy Grievance

Any Policy grievances which arise directly between the Union and the Employer may be submitted in writing by either Party to the other. Within seven days following such notice there shall be a meeting between such Management Representatives as the Employer may designate for this purpose and Representatives designated by the Union.

Any answers required as a result of this meeting shall be given by the Party concerned within ten days of this meeting.

3.03.4 Standing Committee

Standing Committee will be established with two senior members from the Employer and two senior members from the Union to discuss grievances prior to submission to arbitration.

The Standing Committee will meet on the call of the Party intending to proceed to arbitration. The Standing Committee will review the issue in dispute and the supporting evidence in an attempt to resolve the grievance.

Standing Committee will also meet on a quarterly basis to discuss all outstanding grievances. Any grievances that remain unresolved after the quarterly meeting may be submitted to arbitration within 20 days.

3.03.5 Final Stage – Arbitration

General Provisions

Failing a settlement at Standing Committee, either Party may notify the other in writing of its intention to take the grievance to arbitration within 20 days of the Standing Committee meeting.

Either Party may require an arbitration to be a full hearing, but unless a Party requires a full hearing, the grievance will be determined by means of the expedited process set out below.

In both full and expedited hearings, the arbitration board must consist of a single arbitrator. If the Parties fail to agree on the arbitrator within seven days of the notice to arbitrate, either Party may apply pursuant to Section 86 of the Labour Relations Code for the appointment of a single arbitrator.

The Parties shall share the fees and expenses of the arbitrator equally.

Expedited Procedure

- 1) The Union must be represented by a member of the local Union and the Employer must be represented by a member of local Management unless either Party gives the other notice, at least ten days before the start of the hearing, of its intention to use other counsel.
- 2) The Parties may make comprehensive opening statements.
- 3) The Parties may present a joint statement of those facts that can be agreed upon and a joint brief of documents containing every document that either side intends to rely on.

- 4) The arbitrator may determine the practice and procedure for the hearing, but the arbitrator must consider the wishes of the Parties for an informal and expeditious hearing with a minimum of technical or procedural objections.
- 5) The Parties may present a joint brief of authorities containing all the cases either Party intends to rely on. The Parties will endeavour to keep the number of cited cases to a minimum.
- 6) The arbitrator may give an oral decision and must complete a written decision and e-mail it to the Parties within ten days of the completion of the hearing. The arbitrator's written decision must be no longer than eight double-spaced pages.

At any time after the opening statement and before the decision, the arbitrator may seek to resolve the dispute through mediation. The Parties:

- a) understand that mediation involves various techniques to achieve resolution;
- b) agree that an arbitrator who vigorously pursues a mediated resolution does not thereby disqualify them self from rendering a decision if mediation is not successful;
- c) expect the arbitrator to render a decision in accordance with this expedited procedure if mediation fails to resolve the dispute.

3.04 GRIEVANCE MEDIATION

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, the Parties, upon mutual agreement, will select a Mediator using the general provisions of Article G3.03.5.

- 1) investigate the difference;
- 2) define the issue in the difference; and
- 3) make written recommendations 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.

The Parties agree to pay the Mediator one-half each for remuneration, travelling and out of pocket expenses.

3.05 TIME LIMITS

It is intended that grievances shall be processed as quickly as possible. If the grieving Party does not appeal the grievance to the next successive stage within the specified appeal time limit the grievance shall be deemed to be abandoned and shall not thereafter be reinstated.

If the responding Party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement. "Days" means working days and excludes Saturdays, Sundays and statutory holidays.

ARTICLE 4 - WORKING PRACTICES

4.00 WORKING PRACTICES

Working practices not specifically provided by the Agreement shall be the subject of mutual agreement between the Employer and the Union.

Understandings about such working practices shall be filed with the Employer and the Union and any dispute as to the existence of such an understanding shall be decided by the Chief Executive Officer of the Employer or designate, subject to appeal by the Union through the grievance procedure set out in Article G3.

Subject to Article G4.01 below, "Technological Change," it is further agreed that no future changes will be made to working conditions agreed to by the Employer and the Union, nor will new conditions be introduced unless the change or the new working condition is agreed to by the Employer and the Union.

4.01 TECHNOLOGICAL CHANGE

The Parties agree to cooperate so that the Employer can take full advantage of improved technology.

The Employer shall notify the Union six months or as soon as practical, in advance when it intends to introduce new technology which will displace any Employee covered by this Agreement.

The Union and the Employer will meet to discuss the impact of technological change on the job classifications and to identify which Employees will be set back to a lower paying job classification, laid off under terms of G8.03, or terminated.

Failing agreement either Party may refer the matter to Arbitration covered under Article G3.03.5 of the Grievance Procedure.

BC Transit shall provide ongoing upgrading and training on new fuel systems as they prepare for use on any BC Transit vehicles. Any training, tickets, certifications, licences or designations that are required shall be provided for each member of the bargaining unit as required as BC Transit's fleet evolves beyond diesel or any other fuel system currently in operation.

Further, BC Transit will provide such training in advance of the implementation of these technologies to ensure there is no need to hire contractors to provide maintenance until training is complete.

4.01.1 Displacement

If a regular Employee is displaced due to technological changes as defined by the Labour Relations Code of British Columbia, and/or because of the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and because of a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, the Employee will be given the opportunity to transfer to a current vacant position subject to the Employee's ability and seniority, or the Employer will train wherever practical displaced Employees for other positions available within the Employer.

Employees who are displaced to a job classification in this Agreement having a lower rate of pay shall receive the rate of pay with any subsequent increases for the job classification they had immediately prior to the displacement for a period of 12 months.

These Employees will receive that rate less one-half the difference between it and the rate for the new classification for a further 12 months.

At the expiration of 24 months following the displacement, the displaced Employees shall receive the rate for their new job classification.

4.01.2 Severance Pay

A regular Employee for whom no job is available because of technological change will, upon termination, receive severance pay as calculated at two weeks pay for each full year of active continuous service, with partial years of active service pro-rated.

4.01.3 Decline Of Transfer Or Training

Severance pay as provided above will not be applicable where Employees decline transfer or training as provided for under this Article, and as a result, terminate.

ARTICLE 5 - RULES AND REGULATIONS

5.01 RULES AND REGULATIONS

All Employees shall be governed by the rules and regulations established from time to time by the Employer and shall observe Employer orders which are communicated orally or by written bulletin, unless such orders are contrary to law or to the provisions of this Agreement.

5.02 TRAFFIC OR CRIMINAL CHARGES

If an Employee is charged with a traffic violation and/or is charged for criminal offence or assault in the course of carrying out their duties on behalf of the Employer and is found not guilty as charged or not guilty of a reduced charge related to the same incident, the Employer will reimburse the Employee for all reasonable legal costs and loss of pay.

The Employee must notify the Employer by submitting the prescribed form within 30 days of the initiation of any litigation in order to be considered for reimbursement under this Article.

ARTICLE 6 - REPORTING TIME

6.01 REPORTING FOR COURT APPEARANCE

6.01.1 Witness Pay

Employees compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, or who are subpoenaed to appear for and by the Crown as a witness, will be reimbursed by the Employer for their regularly scheduled hours of work necessarily lost at their regular straight time hourly rate of pay. Any fees received by the Employee for duties referred to in this Article shall be turned over to the Employer except:

- 1) Incidental fees for expenses as may be determined by the courts;

- 2) Those fees received by the Employee while on days off, Annual Vacation or statutory holidays.

Employees attending an inquest or court on an Employer requested or procured subpoena will be reimbursed for reasonable expenses when away from home.

Duties under this Article which extend beyond one week will necessitate a review of the Employee's days off to assure some period of rest. Employees must report to work promptly after being released or excused by the courts, and in the case of Operators, be placed on the Spareboard in their own seniority.

6.01.2 Jury Duty

When Employees are required to be absent from their regularly scheduled work to report for jury duty, as prescribed by applicable law, the Employer shall pay them the difference between the compensation paid to them by the court, excluding travel expenses, if any, at their regular day work rate for the straight-time hours they otherwise would have worked.

In addition, Employees required to be absent from their regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost.

In order to receive such payments, an Employee must give the Employer prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that they reported for or performed the jury duty for which they claim payments, and must report back to work promptly after being released or excused by the court and in the case of Operators be placed on the Spareboard in their own seniority. Duties under this Article which extend beyond one week will necessitate a review of the Employee's days off to assure some period of rest.

For the purpose of G6.01.1 and G6.01.2, Operators will be deemed to have commenced work at 8:00 a.m. and will return to work and complete their day as a standby until 16:00. Operators to refer also to O2.04.

Where attendance under Articles G6.01.1 and G6.01.2 is required while the Employee is on Annual Vacation, or when the Employee has scheduled time off as a result of banked statutory holidays such Employee will be allowed time off in lieu of the time required to be in attendance, provided:

- 1) any fees received by the Employee for duties referred to in this Article shall be turned over to the Employer except incidental fees for expenses, as determined by the courts; and
- 2) such time will be taken immediately following the scheduled time off or Annual Vacation time during which the attendance is required.

6.02 REPORTING IN CONNECTION WITH CLAIMS AND ACCIDENTS

6.02.1 Accident Reporting

An Employee may be required by the Employer to attend its offices at any reasonable time in connection with claims and accidents.

An Employee shall be paid at straight-time rates for the time of such a report and a minimum payment of one hour shall apply.

A payment of 45% of the Employee's straight-time hourly rate shall be paid to Operators who are required to complete vehicle accident report forms outside regular working hours. The Employer will pay travel time when Employees are called in for an accident report on their scheduled day off.

6.02.2 Filing of Reports

Where Employees are required to report, outside of their regularly scheduled working hours, to the offices of a police department for the purpose of completing and filing a police report with regard to an accident that they were involved in while operating an Employer vehicle, that Employee shall receive at their straight time hourly rate a payment of one hour's pay if the office where the Employee is required to report is located in the municipality or city where they reside, or one and one-half hour's pay if the office where the Employee is required to report is located outside the municipality or city where the Employee resides.

To qualify for payment the Employee must submit a copy of the completed police report to the Employer.

6.03 REPORTING FOR OTHER EMPLOYER BUSINESS

Except as otherwise provided in this Article, Employees held on other Employer business by any Employer Supervisor shall be paid scheduled rates for time lost, and will be reimbursed for reasonable expenses when away from home, to the extent that there will be no loss in earnings they would otherwise expect to receive.

6.04 CALL-INS

If Employees are called in by the Employer outside their normal working hours for an interview for any purpose other than completing an Accident Report, they shall be paid at straight-time rates for the time of such interview. A minimum payment of one hour shall apply.

The Employer agrees to be flexible in the times that a call-in is scheduled, and will, as far as it is practical, accommodate an Employee's reasonable request for appointment times to deal with legitimate Employer/Employee business.

However, the Employer reserves the right to schedule appointments at its convenience where the circumstances of the business require.

The Operator then must contact the Operations Office within 24 hours (Monday – Friday) and schedule a meeting within five days (Monday – Friday) with their Service Delivery Manager

- 1) An Employee who is called in pursuant to the foregoing may have a Union representative present during that meeting and such request shall not be denied, unless the meeting may lead to discipline, in which case the Union representation shall be mandatory in accordance with Article G7.00.

6.05 CUSTOMER SERVICE REPORTS (CSRS)

The following procedures will be used for the investigation of Customer Service Reports.

- 1) CRSs will be placed in an Operator’s mail slot at their Depot of origin.
- 2) Control will notify an Operator by radio that they have mail.
- 3) Operators are to pick up and respond within three business days of receiving notification that they have mail and that was a CSR.
- 4) The Operator is to add their response to the CSR and return it in the envelope provided to the Operator Drop Box at LTC or VTC dispatch windows; or
- 5) By email at csr@bctransit.com (start reply with CSR# for reference); or
- 6) By making an appointment with a Service Delivery Manager.
- 7) An Employee who is called in pursuant to the foregoing may have a Union representative present during that meeting and such request shall not be denied, unless the meeting may lead to discipline, in which case the Union representation shall be mandatory in accordance with Article G7.00.

This procedure is not intended to limit the Employer’s ability to contact and interact with Employees while at work.

ARTICLE 7 - DISCIPLINARY ACTION

7.00 DISCIPLINARY ACTION

The Employer has the right to discipline or dismiss any Employee for just and reasonable cause and will schedule a meeting with a Union representative present before any discipline is administered or levied. Nothing in this Article shall restrict the right of the affected Employee or the Union to grieve the discipline or dismissal.

The Union will be given reasonable notice prior to any meeting with Employees that may lead to discipline including suspension or dismissal. Employees will be notified of any meeting that may lead to discipline and of their requirement to have a Union representative attend.

An Employee shall have a Union representative present at all meetings that may lead to discipline.

If in the course of a non-disciplinary meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned, and prior to proceeding further, the Employee and the Union will be advised of a further meeting with reasonable notice where Union representation shall be required.

No investigative or disciplinary meeting will take place without a Union representative present.

The Employer will pay one Union representative straight-time earnings for time spent in investigative or disciplinary meetings outside of assigned working hours or one Union representative shall be allowed time away from their regular duties to attend investigative or disciplinary meetings with no loss of pay.

7.01 OTHER EMPLOYMENT

Employees who accept other employment while actively working for the Employer or while on leave of absence or sick leave, will be dismissed unless prior approval has been obtained from the Employer.

7.02 COMPLAINTS TO BE IN WRITING

All complaints leading to suspension or dismissal of an Employee must be in writing and shall be open for inspection by the Union except that identifying information may be withheld to protect the privacy of the complainant.

The Employer will not solicit complaints in a manner that could be construed as harassment, however it is understood that this will in no way fetter the Employer's right to investigate and adjudicate complaints.

Any discipline arising from a complaint is subject to the grievance procedure.

7.03 EMPLOYEE RECORDS

No disciplinary letter or memo will be placed on an Employee's record without the Employee receiving a copy before it is filed.

An Employee's record will be cleared of any disciplinary related matters provided that the Employee maintains a clear record for a period of two full years. Absences under Articles G11.00 (Leave of Absence), G12 (Disability Plan) and G2.07 (Leave for Union Business) of the Collective Agreement which exceed 15 working days are excluded from the calculation of this two year period.

The Employer will copy the Union on all written disciplinary letters or memos given to Employees.

7.04 ABANDONMENT OF POSITION

An Employee who fails to report for work without notifying the Employer within five consecutive work days and does not provide proof of extenuating circumstances, will be presumed to have abandoned their employment.

It is the responsibility of Employees to maintain contact with the Employer, and to provide the Employer with their current phone number and address.

The Employer will make every effort to contact the Employee by phone each day within the same five day time frame.

ARTICLE 8 - VACANCIES, PROMOTION AND LAY-OFFS

8.01 JOB VACANCIES

When job vacancies occur, they shall be posted on bulletin boards in order that Employees may apply. Subject to any limitations contained elsewhere in this Agreement, all vacancies will be posted throughout the organization. When vacancies are being filled in Maintenance, preference shall be given to Employees in the department who are qualified in the type of work applied for either by training or experience.

Qualified internal candidates will be assessed and advised before external candidates are reviewed.

Promotion will be governed by proficiency and seniority and in the case of all job vacancies the Employer shall have the right to final selection. An unsuccessful applicant for a promotion within the bargaining unit has the right to appeal the decision through the grievance procedure.

8.02 PROMOTION DATE

The Employer agrees that posted vacancies shall have a starting date. Employees selected pursuant to Article G8.01 above, shall be released as quickly as possible, but not later than six weeks from the date of notification. In the case of promotions, pay at the higher rate will commence with the starting date in the new position.

8.03 LAY-OFF AND RECALL

In this subsection:

"Job Classification" means an Employee's job for which there is a wage rate listed in the Wage Section of this Collective Agreement.

"Section" means the Operations, Maintenance Departments.

"Employer Seniority" means the accumulated uninterrupted service the Employee has with the Employer.

"Section Seniority" means the accumulated uninterrupted service Employees have in a section of the Employer where they are currently employed.

8.03.1 Lay-Off

In the event of a lay-off, Employees shall be laid off in reverse order of their section seniority in the job classifications.

8.03.2 Notice

The Employer shall give 15 working days notice to an Employee who is to be laid off or it shall pay wages equivalent to 120 hours in lieu of notice at the Employee's straight-time hourly rate prevailing at the effective date of the lay-off.

Where less than 15 working days notice is given, the Employee will be paid wages for the balance of notice not given based on eight hours per day, but not more than 40 hours per week, at the Employee's straight-time hourly rate prevailing at the effective date of the lay-off.

The Employer shall notify the Union prior to issuing layoff notice to any Employee.

8.03.3 Exclusions

The provisions of G8.03.2 above do not apply where the Employee elects to exercise bumping as provided in G8.03.4 and G 8.03.5 below.

8.03.4 Bumping Rights

Where no vacancy in their section exists, Employees who are to be laid off may elect to bump the least senior Employee with less Employer seniority in a lower paying job classification in the same section provided they notify the Employer of their election to do so within 72 hours of being notified of their lay-off and provided they are qualified and able to do the work of the job classification held by the Employee being bumped without further training.

The Employees' wage rate shall be the rate for that job classification effective with the date their bumping is effective.

Employees who require familiarization but who are otherwise qualified will be deemed to be qualified.

8.03.5 Bumping In Turn

An Employee displaced by bumping shall, in turn, have the right to bump a junior Employee, subject to the provisions of G8.03.4 above.

8.03.6 Decline A Vacancy

Employees who decline a vacancy in their section or who do not elect or who are unable to bump and are laid off shall be eligible by their choice for either severance pay in accordance with the schedule in G8.03.8 below or recall seniority.

8.03.7 Lower Classification

An Employee who has chosen to bump into a lower paying classification shall retain their position on the recall list for recall to the classification from which they were laid off.

8.03.8 Severance Pay

Employees choosing severance pay shall be paid wages at their straight-time hourly rate prevailing on the date of lay-off in accordance with the following schedule and shall not be eligible for recall seniority. Severance pay calculations are based upon active service

SCHEDULE

Employer Seniority	Severance Pay
Less than 3 years	80 hours
Less than 4 years	120 hours
Less than 5 years	160 hours
Less than 6 years	200 hours
Less than 7 years	240 hours
Less than 8 years	280 hours
8 years or over	320 hours

8.03.9 Recall List

Employees choosing to be placed on the recall list shall have recall seniority for a period of 24 months and shall be recalled in order of their seniority to any vacant job classification in the section from which they were laid off provided they are qualified and able to perform the work of that job classification without further training.

Employees who do not accept a recall to the job classification from which they were laid off shall have their name removed from the recall list. Employees who require familiarization but who are otherwise qualified will be deemed to be qualified.

8.03.10 Notice Of Recall

Notice of recall shall be given to an Employee by registered mail to the last recorded address provided by the Employee. The letter of recall shall provide five days notice, plus the number of days required for normal mail delivery, as to the date the Employee is required to be at work.

Any Employee who fails to report as directed in the Notice of Recall and fails to notify the Employer with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall be removed from the Recall List.

8.03.11 Benefit Plans

An Employee choosing severance pay shall cease to be covered by the benefit plans provided in this Agreement at the end of the month following the effective date of the lay-off.

8.03.12 Duration Of Benefits

Employees choosing to be placed on the recall list shall be covered by the benefit plans provided in this Agreement for three calendar months following the effective date of the lay-off provided they prepay on a monthly basis the Employee portion of the premiums.

8.03.13 Recall Entitlement

Employees returning to work shall not have time on lay-off considered as time worked for the purpose of vacation pay or statutory holiday pay.

8.04 SENIORITY

8.04.1 Seniority Accrual

Employees shall accrue job seniority on and from the date they start their job and they shall accrue section seniority on and from the date they start their employment in a job classification within the section.

8.04.2 Seniority Retention

Employees shall retain their job seniority and their section seniority until:

- 1) the date they are permanently promoted or transferred to a position outside the bargaining unit; or

- 2) they have been temporarily promoted to a position outside the bargaining unit for a period in excess of 90 consecutive days within a calendar year. This period may be extended by mutual agreement between the Employer and the Union. Temporary promotions to the position of Acting Transit Supervisor will be governed by Article 07.

8.04.3 Loss Of Seniority

Employees who have lost their seniority under G8.04.2 above may return to a position within the bargaining unit where there is a vacancy for which there is no one on the recall list who is qualified to perform the work of the vacant position.

Employees who require familiarization but who are otherwise qualified, will be deemed to be qualified.

8.04.4 Transfer To Another Position

Employees who transfer directly to another position under clause G8.01 may request a return to their former position without loss of 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 9 - ANNUAL VACATIONS

9.01 DEFINITIONS

"Year" shall mean calendar year; the "vacation year" shall include all weeks beginning within the calendar year; "day" shall mean working day; "service" shall mean an accredited service with the Employer which is the total of all periods of service as an Employee of the Employer or predecessor companies in positions which were dedicated to transit functions. This amendment only applies to Employees entering the service of the Employer after March 31, 1987.

9.02 VACATION ENTITLEMENTS

Employees shall earn annual vacation entitlement on a calendar year basis.

Employees shall earn annual vacation entitlement during their first year of employment on a prorated basis and may take earned vacation in full blocks where the scheduling permits. Unused credits at the end of the first year will be paid out following the end of the calendar year. Employees are not entitled to take vacation until they have completed six months continuous service.

Employees who complete the years of service shown under Column 1 shall be entitled to the corresponding number of hours of Annual Vacation with pay as shown in Column 3 to be taken during that year and subsequent years. The annual vacation entitlement is based on an eight hour day.

(1)	(2)	(3)
1 year of service	15 days	120 hours
8 years of service	20 days	160 hours
16 years of service	25 days	200 hours
23 years of service	30 days	240 hours

Employees will be entitled to one additional day of vacation at eight hours for each year of service commencing in the calendar year in which the 25th anniversary occurs, until a total of 35 days has been reached. Employees with five additional vacation days may elect to take them in a block as scheduled annual vacation.

Unless these additional days are scheduled as Annual Vacation, they will be treated as 'random days'.

Vacation credits are taken based upon the length of the scheduled Work Day or portions thereof.

9.03 CALCULATION OF VACATION PAY

9.03.1 Annual Vacation Differential

As a general rule, payment for Annual Vacation will be based upon one of two calculations, whichever yields the greater amount:

- 1) the straight-time wage rate of the Employee's regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation; or
- 2) the Employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the Employee's vacation entitlement, e.g. 6%, 8%, 10%, 12% or 14%, etc. The percentage rate applicable to individual day(s) of vacation entitlement is 4% per day.

If necessary, adjustment of vacation pay will be made by the year end to ensure that each Employee received the greater amount of vacation pay from application of either the going rate 1) or percentage 2) calculations above. This adjustment (A/V differential) will be made to all affected Employees in one payment. Any arrears or monetary recoveries owed by the Employee to the Employer will be deducted from the AV differential prior to the release of applicable payment. Annual Vacation differential pay will be paid on the pay day immediately prior to Christmas.

Employees upon request of Annual Vacation pay advance, shall receive the equivalent of their net weekly pay times the number of weeks' vacation being taken at that time. Requests for advances will be made on the prescribed form and the form must reach the Pay Department not less than ten working days before the advance is required.

9.03.2 On Termination

Any Employee whose service with the Employer is terminated shall be paid for any earned unused vacation entitlement based on service up to the date of termination.

The vacation entitlement for the termination year shall be prorated by the length of service in that year.

9.03.3 Part-Time Employees

Part-time Employees shall receive a prorated entitlement based on the number of hours they normally work in a week.

9.03.4 Minimum Vacation Pay

Nothing in Article G9 shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

9.04 PRORATION OF ANNUAL VACATION ENTITLEMENT BECAUSE OF ABSENCES

Annual Vacation entitlement will not be reduced unless an Employee is on LTD or a WorkSafeBC injury claim exceeding one year from date of injury or illness.

In the year the Employee returns to active status, prorated vacation will resume. Hours accrued during the absence will be available for scheduling.

Where an accumulation of absences other than Union leave, sick leave, Long Term Disability, WorkSafeBC and Annual Vacation exceeds three calendar months in any calendar year, Annual Vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of three months.

9.05 VACATION, STATUTORY HOLIDAY BLOCK AND SICK LEAVE

A vacation or period of banked statutory holidays shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation or a period of banked statutory holidays. If an Employee is absent on sick leave immediately preceding the commencement of a period of vacation or period of banked statutory holidays, then the vacation or period of banked statutory holidays will be rescheduled if work arrangements permit. Medical certification may be required for benefit entitlement in accordance with Article G12.

If it is not practical to reschedule a vacation or a period of banked statutory holidays, then the Employees shall receive pay in lieu of the vacation or period of banked statutory holidays in addition to any Disability Plan benefits which may apply in their case.

9.06 VACATION BANKING

All vacation must be taken in the year for which the entitlement applies except:

- 1) Employees with four weeks vacation entitlement may bank one or two weeks vacation per year to a maximum of four banked weeks;
- 2) Employees with five or more weeks vacation entitlement may bank one or two weeks vacation per year up to a maximum of six banked weeks.
- 3) Hours in excess of G9.06 1) and 2) will be paid out at year-end.

9.06.1 Banked Vacation Limits

The total amount of banked vacation granted in any given year within the department at an operating centre shall not exceed the total amount of vacation committed to be banked in that same year within that department at that particular operating centre.

9.06.2 Exclusion To Banking Vacation

Employees cannot bank Annual Vacation in the same year that banked Annual Vacation will be taken off.

9.06.3 Intent To Bank

Prior to Annual Vacation Sign-up, Employees will sign an intent sheet to indicate the number of weeks of banked vacation they are requesting to take off or bank in accordance with G9.06.1 in the following year.

9.06.4 Maximum Banked Time Taken

Only two banked weeks per year may be taken in prime time.

9.06.5 Vacation Pay Adjustment

Any Annual Vacation pay adjustment due as per Article G9.03.1 will be paid in the year it is due. The week(s) banked will be paid at the applicable hourly rate in effect at the time it is taken and will not attract any A/V differential.

Employees who on the ratification date of this Agreement have Annual Vacation banked from previous years will have their A/V differential for previous years recalculated and paid in full not later than 30 days following ratification.

9.06.6 Banked Vacation Taken Not Paid

Banked vacation will not be paid out except on termination of employment or retirement. Banked vacation which has been scheduled and not taken due to illness or disability and which qualifies for rescheduling under G9.05 above, shall be either rescheduled, where practical, or returned to the Employee's vacation bank.

9.07 RECOVERY OF OVERDRAWN CREDITS

Where an Employee has taken more vacation than earned within a calendar year, the Employee will work with the Employer to determine a mutually acceptable recovery option including withdrawal from credits in other earned banks, repayment agreement, AV differential, or upon termination, whichever occurs first.

The recovery options may be any combination of the above. Every effort will be made by the Employee to complete the recovery within the current calendar year.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 DEFINITION OF STATUTORY HOLIDAYS

For the purposes of this Agreement, the following shall be acknowledged as statutory holidays.

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day

- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

10.02 PAYMENT FOR STATUTORY HOLIDAYS

10.02.1 Eligibility For Payment

Whether a statutory holiday is worked or not worked, an eligible Employee shall be paid statutory holiday pay equivalent to a normal day's time at straight-time rates.

Employees shall be eligible for statutory holiday pay provided they are at work either the working day before or the working day after the statutory holiday, but they shall not be eligible when a statutory holiday falls during any of the following periods of absence:

- absence due to sickness or non-occupational injury
- WorkSafeBC absences
- approved leave of absence
- any absence without Employer approval

Employees are not entitled to both statutory holiday pay and WorkSafeBC benefits, bereavement pay or payments under the Disability Plan.

10.03 WORKING ON A STATUTORY HOLIDAY

The Employer shall designate how many Employees in each job classification shall work on each statutory holiday. Time worked on a statutory holiday shall be paid in addition to any statutory holiday pay, as provided in Article G10.02. There shall be no compounding of premiums. Payment for time worked on a statutory holiday shall be as follows:

Time Worked	Rate of Pay (Times regular rate)
Up to ten hours	1 ½ x
After ten hours	2 x

Payment for a statutory holiday which falls on a Sunday will be paid double time (2x) for all hours worked.

The Employer will give three days notice to those Employees who will not be required to work on a statutory holiday. Those who voluntarily place themselves on the draw list must be notified by 14:00 hours the day prior to the holiday.

ARTICLE 11 - LEAVE OF ABSENCE

11.00 LEAVE OF ABSENCE

Subject to service requirements and reasons given for requesting a leave of absence, the Employer will grant leave of absence in accordance with the conditions which follow. Leave of absence for Union business is set out separately in Article G2.07.

"Days" means calendar days.

11.00.1 LOA Without Pay for More than 15 Days in any Calendar Month

Except as otherwise specifically provided for in this Agreement and except for a part-time Officer of the Union absent on Union business pursuant to Articles G2, an Employee on leave of absence without pay for a period of 15 or more working days in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance Plans outlined in Articles G13.01, G13.02, G13.03 and G13.05.

11.01 APPLICATION AND APPROVAL FOR LEAVE OF ABSENCE

11.01.1 Application for Leave

An Employee must apply in writing to the Employer for leave(s) of absence in excess of 14 days total in any calendar year. No such leave(s) will be granted without written approval of the Employer.

11.01.2 Purpose of Leave

Leave of absence for the purpose of entering another occupation may be granted by the Employer. The Employer may grant such a leave for health reasons upon the advice of a practicing physician.

11.01.3 False Pretenses

The Employer shall dismiss any Employee who obtains a leave of absence under false pretences.

11.01.4 Leaves for Political and Union Office

Employees appointed by Order-In-Council or elected to full-time positions or office in municipal, provincial or federal government, or elected or appointed to full-time positions in the Canadian Labour Congress, BC Federation of Labour or Regional District Labour Council or Unifor shall be granted as much leave as necessary during the term of such position or office.

Upon return to the Employer the Employees shall enter the job classification they previously held without loss of seniority or accredited service.

As a condition for the granting of the leave the Employee shall reimburse the Employer at times and in a manner suitable to the Employer for its costs, if any, incurred during the leave under the terms of whichever pension plan of the Employer's the Employee may contribute

to as a member of that plan. Other terms of the Collective Agreement are not applicable to leaves granted under this Article.

11.01.5 Compassionate Care Leave

Upon written request, the Employer shall grant a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The Employee is required to demonstrate their request meets the criteria as defined in the Employment Insurance Act. There will be no interruption to the accrual of seniority, annual vacation entitlement or eligibility for benefits under Article G13.00.

11.01.6 Leave Respecting Death Of 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 Employment Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article G13.00.

11.01.7 Leave Respecting Disappearance Of 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 G13.00.

11.02 LENGTH OF LEAVE OF ABSENCE

11.02.1 Length Of Leave

Subject to staffing requirements, the Employer may grant leave(s) of absence for reasons other than sickness, disability, or serious trouble in an Employee's family, up to the total limit for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave In a Calendar Year
Up to 1 year	14 days
1 to 5 years	1 month
More than 5 years	3 months

An Employee wishing an extension of their leave in addition to the foregoing table is required to submit the reasons for the request in writing and such leave extension may be granted by the Employer.

11.02.2 Driver's Licence Suspension

A leave of absence of up to but not exceeding 18 months may be granted at the sole discretion of the Employer to cover the term of suspension of an Employee's driver's licence with due regard for an Employee's length of service and record of performance on the job.

No Employees shall be granted more than one such absence during their term of employment with the Employer. Employees who have received a leave of absence for the purpose of covering a licence suspension, and subsequent to their return to work from such leave of absence have their licence again suspended will be deemed to be terminated for cause.

If a licence suspension is overturned by a decision of a court the Employees shall be reinstated with full seniority but the Employer shall not be required to compensate the Employees for wages and/or benefits lost during the period they were off of work as a result of the initial licence suspension.

11.03 BEREAVEMENT LEAVE

11.03.1 Bereavement Leave

Effective April 1, 2020

- 1) When death occurs to a member of the Employee's immediate family, the Employee will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rates for hours lost from their regular work up to a maximum of 40 hours. For the purposes of this Article, immediate family is defined as Employee's spouse, son, daughter, step child, mother, father, mother-in-law, father-in-law, step-parent, brother or sister.
- 2) When death occurs to a member of the Employee's extended family, the Employee will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rate for hours lost from their regular work up to a maximum of 24 hours. For the purposes of this Article, extended family shall be limited to the Employee's grandmother, grandfather, grandchild, or legal guardian. In determining the status of legal guardian, consideration will be given to exceptional circumstances and leave will not be unreasonably withheld.
- 3) Where the death of an Employee's family member occurs during the Employee's scheduled period of vacation, the equivalent period of bereavement leave overlapping the vacation will be rescheduled if work arrangements permit. The Employee shall receive pay in lieu of the vacation if it is not practical to reschedule this time.
- 4) For the purposes of leave under either 1) or 2) spouse will include a same sex partner.

11.03.2 Length Of Leave Dispute

Where the length of the leave of absence is disputed, it shall be immediately discussed with the Employee's Department Manager.

In the event the dispute is not resolved at the Department, the Manager shall submit the dispute to the Labour Relations Department for final resolution in consultation with the President of the Union.

11.04 MATERNITY LEAVE

Effective April 1, 2020

11.04.1 Maternity Leave

An Employee is entitled to maternity leave of up to 17 consecutive weeks.

11.04.2 Maternity Leave Allowance

- 1) A qualified Employee is Regular 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.
- 2) 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.

11.04.3 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 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.

11.04.4 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.

11.04.5 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.

11.04.6 Early Return

Employees wanting to return to work from maternity leave early shall notify the Employer 30 days prior to returning to work, if possible. Employees wanting to return to work from maternity leave early must provide medical clearance stating their restrictions and limitations, if any.

11.04.7 Return To Former Position

On return from maternity leave, the Employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the Employee would have been entitled had the leave not been taken.

11.04.8 No Change In Condition Or Termination Of Employment

The Employer will not terminate an Employee or change a condition of employment of an Employee because of the Employee's maternity leave unless the Employee is absent for a period exceeding the permitted leave.

11.04.9 Benefit Premiums

- 1) The Employer will continue to pay the Employer's portion of the Employee's benefit premiums while the Employee is on maternity leave of absence under G11.04.
- 2) Should an Employee who has accepted maternity allowance fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken, whichever is longer, the Employer will recover monies paid pursuant to this clause on a prorated basis.

11.05 PARENTAL LEAVE

11.05.1 Entitlements

Effective April 1, 2020.

Employees are entitled to parental leave in accordance with the Employment Standards Act. Employees are entitled upon written request as follows:

- 1) For Employees taking maternity leave under G11.04 entitled to opt for either:
 - a) standard parental leave for up to 35 consecutive weeks without pay, or
 - b) extended parental leave of up to 61 consecutive weeks without pay. Parental leave must begin immediately after maternity leave ends.
- 2) For the other parent or an adopting parent - entitled to opt for either:
 - a) standard parental leave for up to 35 consecutive weeks without pay, or
 - b) extended parental leave of up to 62 consecutive weeks without pay.
- 3) Where both parents are Employees of the Employer, they shall each be eligible to apply for parental leave.

- 4) Where both parents apply for and share parental benefits, they may be eligible for additional weeks of parental leave:
 - a) Five extra weeks of parental benefits when electing standard;
 - b) Eight extra weeks of parental benefits when electing the extended option.
- 5) One parent cannot exceed 35 weeks of standard leave or 61 weeks of extended leave.
- 6) 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 with four weeks written notice.

11.05.2 Maximum Combined Entitlement

Employees combined entitlement to leave pursuant to G11.04 and G11.05 is limited to 52 weeks for those who opt for standard parental leave or 78 weeks for those who opt for extended parental.

11.05.3 Parental Leave Request

A request for parental leave must be submitted in writing at least four weeks before the parental leave is to start.

11.05.4 Benefit Premiums

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 G11.05.

11.06 DUTIES OF EMPLOYEE AND THE EMPLOYER

11.06.1 Return From Leave

Employees returning to regular employment following a leave of absence under G11.04 and/or G11.05 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.

11.06.2 Reinstatement

On return from a leave of absence under G11.04 and/or G11.05, 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.

11.06.3 No Change In Conditions Or Termination Of Employment

The Employer will not terminate Employees or change a condition of employment of Employees because of their leave of absence under G11.04 or G11.05 unless the Employees are absent for a period exceeding the permitted leave.

11.06.4 Benefit Premiums

Effective April 1, 2020.

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 G11.04 and/or G11.05.

Should an Employee be deemed to have resigned or failed to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken, whichever is longer, the Employer will recover monies paid pursuant to this clause on a prorated basis.

11.07 HOMECOMING LEAVE

Effective April 1, 2020.

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

11.08 FAMILY RESPONSIBILITY LEAVE

Employees are entitled up to five days leave without pay in an employment year to meet responsibilities related to the care, health or education of a child in the Employee's care or the care or health of any other members of the Employee's immediate family in accordance with the Employment Standards Act. Employees are required to provide the Employer with sufficient explanation to satisfy the entitlement for the leave.

ARTICLE 12 - DISABILITY PLAN

12.00 DISABILITY PLAN

This Article shall only apply to regular Employees who have completed three months of active employment, commencing from the date of hire.

12.01 DEFINITIONS

"Year" shall mean calendar year.

"Day" shall mean a normally scheduled working day. "Non-occupational injury or illness" shall include any injury or illness for which WorkSafeBC Benefits are not payable.

"Regular daily earnings" shall mean the Employee's regular straight-time rate of pay in effect at the commencement of disability, as stated in the Wage Schedule, multiplied by the Employee's regularly scheduled hours of work for that day up to a maximum of eight hours per day.

The eight hour maximum does not apply to Employees whose regularly scheduled shift exceeds or is less than eight hours.

"Active Employee" shall mean an Employee who attends work as scheduled or who is on approved leave of absence with the exceptions of:

- 1) leave without pay for greater than 15 days pursuant to article G11.01.1 and G11.01.2
- 2) long term disability.

12.02 SHORT TERM DISABILITY PLAN

The Employer shall provide a Short Term Disability Plan which will provide a benefit payable for Employee absences arising from non-occupational injury or illness. Employees shall be eligible for benefits for such absences up to 17 weeks in duration. The subrogation of claim benefits where there is third party liability will be subject to the recovery of the cost of wages and benefits arising from the Disability Plan.

12.02.1 Benefit Entitlement

On each absence arising from non-occupational injury or illness, eligible Employees will be entitled to a benefit equivalent to 96% of their regular daily earnings payable until the end of the eighth week of absence, and a benefit equivalent to 85% of their regular daily earnings payable from the ninth week of absence until the end of the 17th week of each absence.

To qualify for payment under this Plan, satisfactory medical certification specifying the limitations and restrictions concerning the Employee's inability to work must be provided for absences of three days or longer and monthly thereafter for absences extending beyond the first month. Medical certification may also be required in circumstances where there is excessive absence. If the Employee can provide verification from the doctor that they were unable to visit a doctor within the required three days, this period may be extended up to an additional three days.

Costs associated with the physician's charges for the completion of the required medical certification referenced above will be borne by the Employer.

Employees under this Plan must continue to be available in the geographic location unless a medical certificate has been furnished to provide otherwise.

The Employer shall pay the full cost of this benefit.

12.02.2 Short Term Disability Recurring Disabilities

- 1) Employees who return to work after being absent due to illness or injury and within 20 consecutive scheduled work days again become unable to work due to the same illness or injury are considered to be within the original Short Term Disability Plan.
- 2) Employees who return to work after being absent due to illness or injury and within 20 consecutive scheduled work days again become unable to work due to a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to benefits under the Short Term Disability Plan.

12.02.3 Integration With Other Disability Income

Short term disability benefits will be reduced by all other disability income benefits to which the absent Employee is entitled except disability income which was being received prior to the current illness or injury absence.

Benefits will cease to be paid when an Employee fails to provide satisfactory evidence of medical disability during the benefit period.

12.02.4 Disputes

Any dispute or disagreement between the Parties as it relates to any provision in Article G12.02, or an Employee's rights pursuant to Article G12.02, may be grieved pursuant to Article 3 of this Agreement.

12.03 LONG TERM DISABILITY PLAN

The Employer shall provide a Long Term Disability Plan which will provide a benefit of 67% of pre-disability earnings at the commencement of disability, payable upon the completion of 17 weeks of absence due to non-occupational illness or injury.

The cost of this benefit will be borne in total by the Employer. Membership in this benefit plan shall be a condition of employment for all regular Employees who have completed three months of continuous employment.

Subject to consultation with the Union, the Employer will determine the plan carrier. The administration of this benefit will be at the discretion of the Employer.

When an Employee converts from STD to LTD, the Employer shall advise the Union within five working days from the date that the Employee is so converted.

12.03.1 Long Term Recurring Disabilities

Employees who return to work after being absent on long term disability and within six months again become unable to work due to the same disability are considered to be within the original disability claim. The six-month period is adjusted with each day of absence claimed if related. Medical certification will be required for all claims falling within the six-month period.

12.03.2 Access to Collective Agreement

An Employee in receipt of long-term disability benefits will be considered an Employee for pension benefits and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement except as otherwise specified.

12.04 CONFIDENTIALITY OF MEDICAL INFORMATION

Medical information shall be treated in strict confidence and shall remain confidential.

Personal medical information required or provided pursuant to this plan shall be made available only to authorized Plan administrators or the Carrier unless authorized by the Employee.

The cost of any medical forms required under the above Plans shall be borne by BC Transit.

It is understood that BC Transit shall be provided, upon request, information concerning work capacity and limitations where it concerns the Employee's ability to perform their own or alternate employment, and prognosis for recovery or future attendance.

12.05 SEVERANCE PAY

Upon termination, the Employer will provide two weeks severance pay for each year of active service to regular Employees who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or WorkSafeBC benefits.

12.06 JOINT CLAIMS REVIEW COMMITTEE

The Employer and the Union are committed to supporting a workplace that promotes the overall health and well-being of BC Transit Employees.

12.06.1 Committee Membership

The Joint Claims Review Committee shall consist of up to two representatives appointed by the Union and two representatives appointed by the Employer. The Employer will reimburse the Union representative for any loss in straight time earnings resulting from time spent in these meetings while on this committee.

12.06.2 Committee Procedures

The Joint Claims Review Committee shall meet regularly to review the status of claims under the Disability Plan. The Committee promotes the early and safe return to work of Employees who are off work due to illness and/or injury. The Committee, in conjunction with the Employee and their treatment team, identify early intervention and treatment options when appropriate, to promote safe and sustainable early return to work.

12.06.3 Confidentiality

Committee representatives have a duty to maintain the confidentiality of personal and/or medical information pertaining to individual Employees. Such personal or medical information of which they become aware through the Committee shall not be shared with their principals, nor shall it be used for the purpose of discipline or grievances or raised as evidence in any arbitration or other third party hearing.

12.07 WORKSAFEBC CLAIMS

Where a regular Employee is on a claim recognized by WorkSafeBC, while the Employee was on the Employer's business, they shall be entitled to leave with pay up to 17 weeks for any one claim in lieu of benefits as outlined in G12.02. The leave period will run concurrent with the related Short Term Disability period.

Should the claim continue beyond 17 weeks, WorkSafeBC benefits will be paid directly to the Employee. Pursuant to Article G12.06, the Joint Claims Review Committee shall inform the Employee of the WorkSafeBC direct payment process.

12.07.1 WorkSafeBC Payments

Employees applying for WorkSafeBC wage loss benefits will be paid an advance equal to the estimated net WorkSafeBC benefit. The advance will be paid on their regular pay.

Payments from WorkSafeBC will then be paid directly to the Employer.

If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly and will recover any resulting overpayment.

An Employee whose WorkSafeBC claim is denied must apply for benefits under the Disability Plan and repay the WorkSafeBC advance from those benefits. If the advance is not fully covered by the Disability Plan benefits, the difference will be recovered from the Employee's pay.

If the amount to be recovered is greater than 16 hours pay, it will be recovered in manageable increments over more than one pay period, following consultation with the Employee.

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

12.07.2 Disputed Claims

- 1) If an Employee who is covered by the Disability Plan suffers a disability, compensation for which is in dispute with WorkSafeBC, disability benefits will be paid retroactively to the first day of disability that is eligible for benefits under the provisions of the above Short Term Disability Plan.
- 2) If the WorkSafeBC claim is subsequently allowed, the Employee will repay the Employer any benefits received under the Disability Plan.

12.08 RETURN TO WORK FROM EXTENDED ABSENCE

When an Employee returns from an extended absence and there are arrears owing to the Employer for the various premiums or other deductions, the Employer will work with the returning Employee to set up a mutually acceptable payment plan with them to pay back the arrears in a fair manner.

The Employer will advise the Union of the scheduled return to work of an Employee who has been on an extended absence.

12.09 STATUS AT COMPLETION OF TWO YEARS ON DISABILITY

At the completion of two years on disability, any remaining banked credits adjusted by any arrears or recoveries will be made and amounts due to the Employee will be paid at the rate of pre-disability. The employment record will be concluded. Medical, dental, extended health and group life insurance coverage may apply where eligible under the Carrier's Plan.

ARTICLE 13 - MEDICAL, DENTAL, AND LIFE INSURANCE

13.00 MEDICAL, DENTAL AND LIFE INSURANCE

Membership in the basic medical plan, the supplementary medical plan, the dental plan and the Group Life Insurance Plan is a condition of employment except for temporary and summer relief Employees. With the exception of the Group Life Insurance Plan, eligible Employees may waive membership provided they can prove they have alternate coverage elsewhere.

Premiums for the basic medical plan, the supplementary medical plan, the dental plan and Group Life Insurance Plan shall be fully paid for by the Employer.

13.01 BASIC MEDICAL COVERAGE

The basic medical plan shall provide coverage under the Medical Services Plan of British Columbia.

13.02 EXTENDED HEALTH BENEFITS

The supplementary Plan shall provide additional health benefits equivalent to the standard Pacific Blue Cross Benefits Plan as it exists at the date of signing of this Agreement.

The deductible for the following benefits shall be \$25 per year and the benefit levels shall be insured at 80% of the benefit.

The benefits shall include:

Effective April 1, 2020.

- 1) Lifetime maximum Extended Health benefit of \$2,000,000.
- 2) Eyeglass coverage at \$600 per covered member renewable every 24 months, subject to appropriate deductible and co-insurance provisions (includes prescription sunglasses and contact lenses).
- 3) Hearing aid coverage at \$1,400 maximum for each ear, renewable each five years, subject to deductible and co-insurance provisions. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
- 4) Voluntary annual auditory testing for Transit Operators, subject to deductible and co-insurance provisions. Reimbursement to a maximum of \$100 every five years for hearing protection approved by both the WorkSafeBC and the Motor Vehicles Branch is included in this benefit upon receipt of verification of a recognized hearing test.
- 5) Reimbursement for prescription drugs based on the cost of generic drug or 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. This benefit is subject to deductible and co-insurance provisions of the plan.
- 6) Annual prostate blood tests for Employees over 40 years of age.
- 7) Professional services of the following practitioners to a maximum of \$600 per calendar year for each service: acupuncturist, chiropractor, massage practitioner, naturopath, physiotherapist, podiatrist and speech language pathologist, subject to other applicable requirements as outlined in the Plan booklet.
- 8) Annual psychological coverage of up to \$1,500 per year for access to a registered clinical counsellor, social worker, therapist or psychologist. This benefit shall be limited to \$220 per visit.

Note Re: Extended Health

This letter confirms that subject to ratification by both Parties of this Memorandum of Understanding, the Employer will amend Plans to include:

- The ability to direct eyeglass coverage towards the cost of Corrective Eye Surgery once per eye during the lifetime of the Plan member.

13.03 DENTAL PLAN

The Employer will provide a dental plan for all eligible regular Employees covered by this Agreement. Coverage for all new regular Employees shall commence on the first day of the next month following two full calendar months of employment.

The benefit plan will be equivalent to that offered by Pacific Blue Cross in Plan A 90% co-insurance, effective February 1st, 2013, Plan B 75% co-insurance and Plan C 50% co-insurance with a lifetime limit of \$5,000 per person covered by the Plan.

Note Re: Dental Plan

This letter confirms that effective April 1, 2020 by this Memorandum of Understanding, the Employer will amend Plan A to include:

- The cost of composite fillings in all teeth.
- Periodontal services that include tissue and bone grafting.

13.04 DENTAL PLAN - RETIRED EMPLOYEES

Retired Employees may continue to be covered by the Dental Plan providing they pay the premiums.

13.05 GROUP LIFE INSURANCE

The Employer will provide Group Life Insurance for all eligible regular Employees covered by this Agreement. Coverage shall be equal to one and one-half times the Employee's basic annual earnings rounded to the next higher multiple of \$500. Maximum coverage is \$150,000. Coverage will become effective on the first day following three months continuous service.

Employees who retire from service after at least ten years service with the Employer and its predecessors, will continue to be covered by the Group Life Insurance Plan during retirement with the premium payable by the Employer, subject to the following provisions.

Immediately upon retirement, coverage will be reduced to 50% of the amount that was in effect on the last day of employment. It will further reduce annually thereafter on each anniversary of the date of retirement by 10% of the amount that was in effect on the last day of employment until a minimum of \$1,000 is reached.

This \$1,000 amount shall then remain in effect for the remainder of the retired Employee's lifetime.

The provision for disability payout will be eliminated where an Employee becomes permanently disabled prior to age 60. Such Employees will be provided disability waiver of premium coverage.

13.06 VOLUNTARY GROUP LIFE INSURANCE

Voluntary Group Life Insurance will be made available in units of \$10,000 to a maximum of \$150,000 per Employee. Spousal coverage will also be made available provided that the amount of coverage purchased does not exceed the amount purchased for the Employee. Evidence of insurability satisfactory to the carrier must be provided for:

- 1) new Employees who apply for coverage in excess of \$30,000;
- 2) any existing Employee who applies for additional voluntary group life insurance;
- 3) all applications for spousal coverage.

The full cost of this Voluntary Group Life Insurance will be borne by the Employee with the Employer making the necessary payroll deductions.

13.07 REIMBURSEMENT FOR MEDICAL EXAMINATION FOR DRIVERS' ABSTRACT

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.

13.08 TRAVEL ACCIDENT INSURANCE

The Employer will provide a Travel Accident Insurance Plan to cover Employees against accidental death when travelling on Employer business with a benefit level of \$100,000.

The trip destination must be a distance of over 40 kilometres outside of the Victoria Regional Transit Service Area.

The Travel Accident Insurance Plan does not cover every day travel to and from work nor does it cover travel required in the performance of normal job duties. This insurance is in addition to basic Group Life Insurance and premiums are paid by the Employer.

13.09 EYE EXAMS

Vision/eye exams shall be covered at 100% of the cost of the exam every 24 months for adults and every 12 months for dependents.

ARTICLE 14 - TRANSIT PASS

14.00 TRANSIT PASS

One free transit pass shall be granted to each Employee, and up to two eligible dependents. Additional passes will be made available at the same cost as a Pro-pass. Passes are subject to Canada Revenue Agency taxation rules.

14.01 PENALTY FOR WRONGFUL USE OF PASS

Employees making wrongful use of their transit pass, including loaning their pass to any other person, shall be dismissed from service.

14.02 ELIGIBILITY FOR TRANSIT PASS UPON RETIREMENT

Employees who retire from the Employer's service and have completed two years of service are eligible to receive a transit pass and a transit pass for their spouse.

In addition, Employees with five or more years of service who are a medically proven total disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

ARTICLE 15 - SAFETY

15.01 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union agree to promote a safe and healthy workplace, in which hazards are identified, and action is taken to reduce the risk of harm.

The Employer will provide appropriate information and training on relevant corporate safety policies and programs as well as job-specific safety procedures.

The Employer will provide appropriate personal protective equipment where required and Employees will be expected to utilize such equipment as directed.

The Employer agrees to consider any reasonable and practical suggestions for the improvement of safe working practices or for the protection of Employees from safety or environmental hazards in the performance of their work.

The Employer will give careful consideration to written recommendations from the Joint Occupational Health and Safety Committees and provide written responses.

The Parties will maintain the Joint Occupational Health and Safety Committees. The purposes of each Committee will be, within their respective locations:

- 1) to assist in creating a safe working environment;
- 2) to recommend actions which will improve the effectiveness of BC Transit Victoria's occupational health and safety program;
- 3) to promote compliance with the Occupational Health and Safety Regulation of WorkSafeBC ("the Regulation"); and
- 4) without limiting 1) to 3), to discharge the responsibilities set out in subsection 3.6 (2) of the Occupational Health and Safety Regulations.

For each Committee, the membership will consist of an equal number of Union and Management representatives. The two Union representatives for the Joint Occupational Health and Safety Committee (Maintenance) must be chosen by and from the Union members in the Maintenance Department.

The three Union representatives for the Joint Occupational Health and Safety Committee (Operations) must be chosen by and from the Union members in the Operations department.

Both parties will endeavour to ensure that Committee membership remains consistent and that alternative Committee members will only be used when regular members are not available.

The Committee will be co-chaired by Employer and Union representatives. The appointed co- chairs will alternate chairing each meeting.

Members of the Joint Occupational Health and Safety Committees shall be allowed time away from their regular duties to attend the Committee meetings.

Compensation will be in the form of time allowed to attend if meetings happen during a member's regular shift with no loss in straight time pay, or at the member's individual Collective Agreement rates if meetings happen outside of assigned working hours.

15.02 SAFETY SHOES - COST SHARING

Effective April 1, 2020.

Where safety shoes are required to be worn on the job, the Employer shall reimburse the Employee for the purchase or repair of CSA approved safety shoes suitable for work as in either 1) or 2) below:

- 1) to an amount not exceeding \$200 in a calendar year for one pair or
- 2) to an amount not exceeding \$400 per two year period. The acceptable alternative is the purchase of one pair of heavy (winter) and one pair of light (summer) safety footwear per two year period.

This replacement may be more frequent based on proof of need.

In order to qualify for reimbursement as provided herein the Employees shall:

- 1) obtain the prior approval of their immediate Supervisor for the purchase of or repairs to safety shoes; and
- 2) submit a receipt describing the purchase or repairs and amount paid by the Employee.

15.03 FIRST AID ALLOWANCES

The First Aid Regulations of WorkSafeBC require Occupational First Aid attendants at certain work locations.

Policy

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

The Employer will encourage designated Employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such Employees for holding valid Certificates (Schedule 1).

Schedule 1

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

Level 1	\$.30 per hour
Level 2	\$.75 per hour
Level 3	\$.90 per hour

15.04 VIOLENCE IN THE WORKPLACE

In accordance with the Workers Compensation Act, there shall be a Violence in the Workplace Committee, including all bargaining units and Employer Representatives.

1) OBJECTIVE

The objective of the Committee is to eliminate or minimize the risk to workers from violence in the workplace.

2) COMMITTEE MEMBERSHIP

Unifor is entitled to appoint three representatives to the Committee, representing both Operations and Maintenance.

The Employer is entitled to appoint three representatives to the Committee.

It is recognized that other bargaining units may also appoint members in accordance with their Collective Agreements.

Meetings will be held on a quarterly basis, or more frequently by mutual agreement of the Parties. When not possible for any person to attend, an alternate will be designated. Committee members designated by the Union will be paid at straight time wages by the Employer for the time they attend the meetings.

3) SCOPE OF THE COMMITTEE

The Committee will make recommendations for the development and implementation of the Employer's violence in the workplace policy.

This policy will set out procedures to prevent violence, procedures for the review of incidents of violence, procedures to ensure the Employee Assistance Program is used effectively when necessary and any other reasonable steps that will assist in the prevention of violence to members of the bargaining unit.

The policy will meet or exceed the requirements of the Workers Compensation Act.

The Committee will also consider potential actions by relevant levels of government that could enhance the safety of Employees' work life, and, if the Committee determines joint action by the Parties would be appropriate, recommend joint action to the Union and the Employer.

ARTICLE 16 - PAYMENT OF WAGES

16.00 PAYMENT OF WAGES

Employees shall be paid every two weeks on every other Friday or on the preceding working day when a pay day falls on a holiday. Adjustment of a pay shortage of one full day's pay or more can be made by interim cheque at the request of the Employee.

The Employer shall provide for the direct deposit (electronic funds transfer) of the Employee's pay in a participating chartered bank, trust company or credit Union of the Employee's choice, on or before the appropriate pay day. Employee participation shall be compulsory.

Pay shortages of less than one full day's pay but greater than \$50 will be covered by a pay advance at the request of the Employee.

16.01 ISSUING PAY STATEMENTS - SHIFT WORKERS

Employees' pay statements will be made available on request after 16:30 the Thursday preceding the regular Friday pay day.

Employees requesting detailed timekeeping records of past activity will be provided such information by the Depot subject to operational requirements.

16.02 STEP PROGRESSION

Step progression is based upon completion of active service worked within each step.

For the purpose of this clause, Employees who are absent on an LTD claim exceeding one year from date of injury or illness, or on leave of absence without pay in excess of six months, will not receive their step increase until they fully return to work.

This article does not apply to Employees on a leave of absence under G11.01.5, G11.01.6, G11.01.7, G11.04, and G11.05.

ARTICLE 17 - TEMPORARY EMPLOYMENT

17.00 TEMPORARY EMPLOYMENT

A temporary Employee (full-time or part-time) is one hired to perform work of a temporary nature. The Employee will receive 120% of the straight-time rates to cover Annual Vacations, statutory holidays and all other benefits, and will not be entitled to any welfare benefits.

17.01 TEMPORARY EMPLOYEES

Employees hired on a temporary basis will achieve regular status on completion of one year of continuous service in the specific position related to the project or purpose for which they were hired and shall be considered to have regular status from the commencement of such temporary employment. The Employee's temporary status will be continued when the project is extended beyond one year as in G17.02 below.

17.02 TEMPORARY PROJECTS

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.

ARTICLE 18 - TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

18.00 TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

In the event that Transit is removed from the Employer, all Agreement matters, and welfare benefits will be honoured.

In the event the Provincial Government enters into an agreement involving a change in governance whereby responsibility for the provision and/or maintenance of transit services is transferred, in whole or in part, from BC Transit to any other entity, body or municipality, the successorship provisions of the Labour Relations Code will apply and the provisions of this Collective Agreement shall be binding upon the other entity, body or municipality having responsibility for transit services.

Should the above change in governance occur, the Union will make a successorship application to the Labour Relations Board and BC Transit agrees to support that successorship application.

ARTICLE 19 - TIME SLIPS

19.00 TIME SLIPS

All time slips and overtime slips shall be completed and submitted to the Employer. Any such slip that is incorrect or incomplete will not be honoured by the Employer for payment until corrected.

ARTICLE 20 - SPECIFIC MATTERS OF AGREEMENT

20.00 SPECIFIC MATTERS OF AGREEMENT

Matters of agreement relating to specific areas of the operations are contained in the following "Sections" which along with the Wage Schedule constitute part of the Collective Agreement:

- Section O Operations
- Section M Maintenance

ARTICLE 21 - INTERPRETATION OF AGREEMENT

21.00 INTERPRETATION OF AGREEMENT

Inquiries from Union representatives regarding the Employer's interpretation of Articles in the Agreement shall be referred to the Labour Relations Department

ARTICLE 22 - PENSION PLAN

22.00 PENSION PLAN

No recommendation will be made by the Employer to the Lieutenant-Governor in Council with regard to amendment of the Pension (Public Service Act) until the Union has been consulted by the Employer and has been given a period of four weeks to make representations to the Employer.

ARTICLE 23 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

23.00 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Parties to this agreement recognize that BC Transit's most important assets are its Employees and that human problems have the potential of being successfully addressed provided they are identified in their early stage and an individual effort is made to obtain assistance from an appropriate resource.

Whether alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict, or workplace assaults or other concerns, there are human problems which may have a profound impact upon the lives of Employees affected, their families and their job performance.

The Union and the Employer wish to foster and maintain an attitude of assistance towards such problems when encountered by an Employee or member of his or her family. Therefore, the Parties shall establish and maintain an Employee and family assistance program designed to assist Employees or members of their immediate family:

- 1) who may have a personal problem which is affecting or may come to affect their job performance and/or quality of life; and to help them gain assistance at the earliest possible opportunity before their condition threatens their employment status or private life;
- 2) Prevention and/or resolution of personal, social or health problems which may have a negative impact on work performance;
- 3) Improving their quality of life; and
- 4) Arranging for appropriate outside resources when applicable, to meet these needs.

23.01 PAYMENT FOR EFAP

BC Transit will arrange and pay the fees for a confidential Employee and Family Assistance Program (EFAP).

23.02 UNION INVOLVEMENT

The EFAP also covers other Employee groups. Nothing in this article shall be construed to limit their eligibility for coverage, input, or involvement in reviewing and recommending changes to the program.

ARTICLE 24 - PAID EDUCATION LEAVE

24.01 PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund \$.05 per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the Employee skills in all aspects of trade Union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund
205 Placer Court
Toronto, Ontario M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for 20 days class time, plus travel time where necessary, said leave of absence to be intermittent over a 12 month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

ARTICLE 25 - CANADIAN ARMED FORCES

25.00 CANADIAN ARMED FORCES

- 1) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces shall be granted leave of absence as follows:
 - a) With Pay - where an Employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
 - b) Without Pay - where an Employee participates in a program of training for the purpose of qualifying for a higher rank; or
 - c) Without Pay - where an Employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces. The leave under Article G25.00 1) c) may be limited by the Employer to no more than once per year.
- 2) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the Employee when on leave of absence without pay, or where they choose to use part or all of their Annual Vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in 1) a) above.

ARTICLE 26 - WOMEN'S ADVOCATE

26.01 WOMEN'S ADVOCATE

The Parties recognize that female Employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community such as counselors or Women's shelters to assist them in dealing with these and other issues.

For these reasons the Parties agree to recognize the role of the Women's advocate in the workplace. The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Union will develop appropriate communications to inform female Employees about the advocacy role and contact numbers to reach the Women's advocate.

The Women's advocate will participate in an initial 40 hour training program organized by Unifor and an annual three day update-training program.

The Company agrees to pay for lost time, including travel time, required to attend the course(s).

All travel, registration, lodging and meal costs and any reasonable expenses shall be paid out of the Local's Paid Education funds as set out in Article G24 of this Collective Agreement.

ARTICLE 27 - SUBSTANCE ABUSE

27.00 SUBSTANCE ABUSE ASSISTANCE

The Employer and the Union are committed to providing a work environment that promotes the general health and well-being of BC Transit Employees. Safety of BC Transit's Employees and of the public is a major concern of both Parties.

The Parties agree that substance abuse and substance addiction are serious issues, particularly in a safety-sensitive environment.

The Parties also recognize substance addiction as a treatable disease, where early identification, intervention and treatment are important considerations. Further, the Parties are committed to establishing an environment that encourages self-disclosure of substance addiction.

Given the effects of substance abuse and addiction on the workplace, BC Transit and Unifor agree to continuing meeting to further discuss the following:

- Presentation by the Employee Assistance Program
- Presentation by a recognized addictionologist
- BC Transit's current policy
- Confidentiality
- TBQ process/Monitoring agreements
- Peer referral
- Roles of various participants (OHN, EFAP, treating physicians, monitoring physicians, Union)

Payment for Treatment Programs for Employees with Substance Abuse Disorders

In order to address the Parties' shared interests in providing assistance to Employees with identified substance use 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 pay for the 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.

OPERATIONS

DEFINITIONS

Depot of Origin:	The Depot where any Operator starts and finishes their day.
Indexed Run:	A normal day's work as posted on a running sheet for Sign-up under Article O2.01.
K:	A qualified Operator performing work in support of customer service as directed by a Transit Supervisor or Depot.
Piecework:	Anything less than a full indexed run.
Regular Rate of Pay:	The applicable straight time hourly rate of pay set out in the Wage Schedule.
Relief Point:	The location where a bus may switch Operators as part of the shift change-over.
Running time:	The amount of time required to complete a given trip or portion of a trip between timing points.
S work:	Any paddled work that is not part of an index.
Sign-up:	A process where Operators sign for jobs and for vacation. Sign-up is normally done by Operator seniority for jobs, and by vacation seniority for vacation.
Sleeper:	Operators who fail to report on time for any piece of work they have signed, or to which they have been assigned.
Spreadover:	A premium paid to Operators where their daily work on a split index premium exceeds ten hours and 30 minutes duration from the start of the first piece of work to the end of the last piece of work.
Standby:	A qualified Operator available to cover any work that may arise in the daily operation of the Victoria Regional Transit System.
Zone allowance:	A premium paid for crossing a zone boundary.

ARTICLE 1 - HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Subject to the definition of runs in Article 01.02 below, approximately eight hours shall constitute a normal day's work and 40 hours shall constitute a normal week's work of five working days and two consecutive days off. Eight hours at regular rates shall be paid on any run that has at least a total time worked of seven hours and 40 minutes, including report and lay-up time.

1.02 DEFINITION OF RUNS

- Early Day Run: any regular run finishing at or before 15:30
- Day Run: any regular run finishing at or before 18:30
- Early Night Run: any regular run finishing before 20:30
- Night Run: any regular run finishing between 18:30 and 01:00
- Owl Run: any regular run finishing after 01:00
- Block Run: shall be classed as a regular run

ARTICLE 2 - ASSIGNMENT OF WORK

2.01 SIGN-UP

Operators will Sign-up in order of seniority for work assignments on posted running sheets. Sign-up times will be designated by the Employer for all Operators.

2.01.1 Sign-up Relief

Sign-up reliefs will be scheduled to provide the Operator signing up with approximately 20 minutes, but in no case less than 15 minutes at the Depot prior to their designated Sign-up time.

The Employer will pay for one relief and the Operator being relieved will not lose pay. The relief, in turn, will be ineligible to be relieved for the purpose of signing up only if that Operator has signed the relief as overtime.

In the case of Spareboard Operators signing such a relief to make up their day and then asking the Depot Office to relieve them so that they can then Sign-up, this will be allowed on the understanding that if other Spareboard Operators sign that relief also to make up their day, those Operators will not be allowed a relief so that they can then Sign-up.

Where a winter Sign-up includes a multiple Sign-up to cover special Christmas season schedules, the Sign-up reliefs will be scheduled to provide the Operator signing up with approximately 30 minutes, but in no case less than 25 minutes at the Depot prior to the designated Sign-up time.

2.01.2 Operators Transferred to the Inactive List

Operators who have been transferred from the Active List to the Inactive List as a result of health or other reasons will not be eligible to Sign-up. If such Operators return from the Inactive List to the Active List, they will be placed on the Spareboard for the balance of the current sheet, with days off of their choice.

If an Operator presents, not less than 14 business days before the Sign-up commences, a medical certificate from their doctor indicating a definite return date which will fall within the first three weeks of a new sheet, the Operator may then Sign-up for the sheet.

2.01.3 Payment for Union Representatives at Sign-up

All normal participation by working Union representatives at Sign-ups will be totally paid by the Employer except sheet examination which will be shared 50-50.

2.02 RUNNING SHEETS - DEFINITION AND CONSTRUCTION

The Employer's Planning & Scheduling Department shall construct Operators running sheets which shall designate the runs available to Operators under the Sign-up provided in Article O2.01. Running sheets shall be made up in accordance with the Employer's running schedule.

2.02.1 Union Sheet Committee

The suggestions of the appointed Union representatives (Sheet Committee) as to the construction of the running sheets will be adopted as far as possible provided:

- 1) the completion of the running sheet will not be unduly delayed, and
- 2) the Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

A Sheet Committee consisting of two Employees will be appointed by the Union and the Employer and the Union shall share equally the straight-time wages of Union Sheet Committee representatives for time spent at sheet inspection.

Sheet inspection will not be delayed if a regular Sheet Committee member is unavailable. An alternate will replace the regular Sheet Committee member.

The Sheet Committee will be provided with such documents as are necessary to examine the composition of the running sheets for Sign-up as per applicable Agreement Articles re: construction of running sheets.

The Employer will provide information on changes in new running sheets and draft paddles to the Sheet Committee, where possible two weeks and in no case less than one week prior to sheet examination.

2.02.2 Running Sheets - Frequency

The Employer may introduce additional running sheets and may extend the period of a running sheet if exceptional conditions prevail at the time a new sheet is due. It is intended that the Employer will post new running sheets for Sign-up according to a frequency not fewer than four new running sheets per year.

No running sheets will be in force for a period longer than 14 weeks, plus the period to the Monday following the next pay break, except that the sheet which includes the Christmas shopping period may be extended to a maximum of 16 weeks, plus the period to the Monday following the next pay break.

In the event a Sign-up for unforeseen reasons becomes impossible, the Employer reserves the right to extend sheets by signed-up Operators continuing to work the runs they are signed on, placing Holiday Block Operators on the Spareboard and placing all holiday blocks not signed for on the Spareboard.

2.02.3 Running Sheets - Changes

At any time during the life of a sheet the Employer may make changes to the running sheets in effect provided there is no reduction to the number of runs and no loss of earnings to any Employee affected.

In the event of unforeseen interferences with normal traffic, the Employer will make the necessary changes to running sheets and equipment for the duration of such interferences.

If new runs are to be added during the life of the sheet, they shall be placed on the Spareboard for the life of that sheet.

2.02.4 Length Of Runs

- 1) The Employer will guarantee as a minimum that 68% of signed up runs will be cut within nine hours (to include straight runs) and that 60% of signed up runs will remain as straight runs, subject to a leeway of 3% below these limits.
- 2) BC Transit will maintain current year over year work ratios for distribution for straights and compressed work as much as possible at all operational Depots.

2.02.5 Training Rates of Pay for Existing Operators Breaking in on Existing and New Routes

Operators required by the Employer to train for new transit routes will be paid the applicable rate of pay as provided for in this Agreement.

The Employer shall determine when Operators will be scheduled for training purposes.

2.02.6 Training/Orientation

Where training and/or orientation is provided by the Employer in order to facilitate implementation of changes to services or equipment, Operators who attend such training outside their normal working hours shall be paid at straight time rates for the time spent in such training. A minimum payment of one hour will apply.

2.02.7 Special Category Runs

The creation of "special category" runs basically entails coupling of an unspecified number of a.m. and p.m. "trippers" and provision of additional allowance time so that such runs will pay eight hours.

The agreed basic features are as follows:

- 1) Minimum shift make-up time six hours
- 2) Maximum shift make-up time seven hours and 15 minutes
- 3) Maximum spread time of 13 hours
- 4) All runs to pay eight hours
- 5) All runs off Saturday and Sunday
- 6) No specified number of runs
- 7) All runs are exempt from percentage requirements of present or future Agreements
- 8) At the next Sign-up, runs will be available for signing for the balance of each sheet at all Depots
- 9) Payment for spread time in excess of ten hours and 30 minutes at a premium rate of 25% of the Operator's regular straight time rate

2.03 SERVICE REVIEW COMMITTEE

2.03.1 Objective

The objective of the Committee is to ensure Operator concerns with respect to scheduling and service related matters are properly investigated and addressed.

2.03.2 Committee Membership

The composition of the Committee is as follows:

Victoria Planning & Scheduling Manager (Chair), Manager Transit Operations, an Operations Group Coordinator, Operational Planning & Analysis Supervisor; and

Unifor Local 333BC Executive Board Member, Sheet Committee Chair, Bus Stop Committee Chair, Washroom Committee Representative, and an Occupational Health and Safety Committee (Operations) Representative of the Union.

Other staff may be requested to attend meetings to provide information with respect to specific agenda issues.

2.03.3 Terms Of Reference

The terms of reference and scope of discussion shall be limited to the following service-related matters:

- 1) routes and deadheading
- 2) facilities including exchanges, washrooms and stops, layover locations
- 3) running times, timing points
- 4) interlining
- 5) frequency, loading and overloads and
- 6) operational issues raised by Operators through paddle notes, service comment sheets or other means.

These discussions are meant to be primarily advisory and to assist in the effective implementation of efficient and reliable service to the public. This Committee is not meant to

replace, or duplicate work done by the Occupational Health and Safety Committee, Bus Stop Committee, the regular sheet inspection process or the identification of operational issues by individual Operators through direct communications with the Planning & Scheduling or Operations Departments.

2.03.4 Committee Procedures

Meetings of the Committee will be held quarterly to review service changes prior to sheet construction. Meetings will be called by the Chair, who will be responsible for preparing an agenda for the meeting. The agenda and support material will be circulated in advance. Minutes will be prepared and circulated.

2.03.5 Relationship With Sheet Review Process

The Service Review Committee will meet prior to the commencement of sheet construction for a given Sign-up period in order to facilitate understanding of the service basis of the forthcoming sheet and to ensure that service issues raised have been reviewed prior to sheet construction.

2.03.6 Running Time Issues

The Parties agree that adequate scheduled running time will be provided on each route for typical daily circumstances, including recovery time, and that chronic insufficient running time has a negative impact on both customers and Transit Operators.

Scheduled times will be viewed with the intent of providing safe, reliable, on time delivery of transit service to their destination. Therefore, where chronic problems with running times or loads are experienced, the following procedures will be utilized to review and address the problems:

- Where Transit Operators experience a problem with loads or running times including excessive running times or extremely light loads, they should contact a Transit Supervisor, identifying the problem.
- Pass ups due to heavy loads are expected due to increasing demands for service, however, should be reported to a Transit Supervisor who shall record the information.
- Transit Operators who experience chronic problems (ongoing over a period of seven to ten days) should complete the Service Comment Sheet and hand it into the dispatch office for the Manager, Operations or their designate. A copy of this Comment Sheet will go to the Unifor Sheet Chair and the Manager, Planning & Scheduling.
- The Manager of Operations or their designate will have an investigation conducted and within 14 calendar days of receiving the Service Comment Sheet provide to the Unifor Sheet Chair and the Operator concerned a decision with relation to the solution in writing.
- The individual Transit Operator involved will be consulted before any changes are made and again after implementation to determine if the solution was effective.
- Should the Sheet Chair disagree with the decision, a meeting will be convened within five working days between the Manager of Operations and Manager of Planning and Scheduling to discuss alternative solutions.

- The data used in making the decision shall be provided to the Union upon request. In addition, the Manager of Operations and Union Sheet Chair will have the involvement of the Training Department on a case-by-case basis in jointly determining adequate running times.
- All issues identified as chronic between Service Review Committee meetings will be discussed at the subsequent Service Review Committee meeting.
- Changes that are mutually agreed to any paddle in one Sign-up will automatically be scheduled in the same manner on the next and subsequent Sign-ups unless there are substantive differences in the paddle as a result of seasonal changes or overall service requirements.
- When preparing for the next sheet, the Planning and Scheduling Department will review all chronic issues that have been identified since the last sheet and the changes that were made or that are necessary to make for the next sheet.
- These issues and any changes that were made or are necessary to make for the next sheet will be provided to the Sheet Chair at least 14 calendar days before the first run cuts are made.
- It is understood that for this process to work properly, full disclosure between the Manager of Operations and the Union Sheet Chair is necessary and desired and that as much advance notice as possible in the planning of a new Sign-up is important so that substantive discussion can commence on any issues.
- The Sheet Chair will suffer no loss in pay arising from this activity.
- BC Transit shall provide Monthly statistics on service issues such as lost time, service lost, chronic running time issues, etc.

2.04 NOTICE OF RETURN TO WORK FOLLOWING LEAVE OF ABSENCE

- 1) When Operators return to work following a sickness absence, they shall notify the Depot Office on the day prior to their return in order to be restored to the run they held prior to their absence. The report times shall be 12:00 noon.
- 2) Operators on any other approved leave of absence shall be scheduled to resume their former run upon return to work without notice unless returning earlier than scheduled, in which case the provisions for returning to work from sick leave will apply.
- 3) An Operator required to be absent under Articles G6.01.1 and G6.01.2 shall sign off with the Depot Office on a daily basis. Operators will be exempt from the daily phone-in requirement under exceptional circumstances.
- 4) Operators unable to sign off prior to 13:00 must notify the Depot prior to 18:00 if they will be unable to return to work the following day.
- 5) Operators signing off prior to 13:00 shall have their runs placed on the work sheets for the following day and said work shall be governed by the overnight assignment.
- 6) Work signed off after 13:00 shall go to standby if starting prior to 08:00 and if starting after 08:00 shall be placed on the work sheets for the following day.
- 7) Operators neglecting to sign off with the Depot Office prior to 18:00 shall be classified as a Sleeper for the day.

2.04.1 Sick Report Time

Operators reporting sick prior to 08:00 must report their sickness at least 30 minutes prior to normal report-in time. All other sick reports must be reported at least one hour prior to normal report-in time.

2.04.2 Sleeper Definition

"Sleepers" are Operators who fail to report on time for any piece of work they have signed, or to which they have been assigned.

Operating Procedure

On each and every occasion that Operators are determined, by the above definition, to be a Sleeper, the following options will apply:

- 1) Operators can voluntarily report and will be paid for all the time worked.
- 2) They must clear themselves for work for their next working day in accordance with existing practices.
- 3) Operators who are deemed to be a Sleeper pursuant to the above definition, but report for work within 14 minutes of their scheduled report time, when there is a standby available at the Depot, shall be able to complete their day's work on the piece of work they were scheduled to do with no loss of pay.

If requested by the Depot Office to work or appear for work, the Operators shall be covered by the guarantee as it applies to regular Spareboard Operators.

2.04.3 Unscheduled Transit Service Delays

Where Operators utilize the transit system to effect a relief or a report which falls within their hours of work, (including travel time) and an unscheduled transit service delay occurs, resulting in the Operators being unable to make the relief or report, they shall not be subject to loss of pay or to any disciplinary action or documentation.

The Operators will take all steps available to them to notify the Depot Office of their delay at the earliest opportunity.

2.05 AVAILABILITY FOR OVERTIME WORK

2.05.1 Availability

All Operators will be available for overtime work on a voluntary basis and the Union may reach agreement with the Employer on limits to the amount of overtime that can be worked by individuals.

2.05.2 Payment

When Operators make themselves available for overtime pursuant to the terms and conditions of this Agreement and are mistakenly not assigned overtime or are assigned a shorter piece of overtime than they rate, those Operators shall be paid as though they actually worked the overtime including all applicable premiums.

2.06 NATIONAL SAFETY CODE

An Operator signing work at the quarterly Sign-up and who is impacted by the NSC on any day during the course of that Sign-up because they were forced into an NSC violation resulting in them not being able to start their work the following day, will be subject to the following:

- 1) The beginning of their shift will be placed on the Spareboard and the Operator will be required to take over the remaining part of the index at the relief point closest to their eight hour rest period required by the NSC or later at the discretion of the Depot Supervisor.
- 2) The Operator will be placed in their seniority at the 09:00 signup at their Depot of origin for work that may fit with the remaining part of the index subject to the 19:30 qualifying time.
- 3) An Operator who fulfills 1) and 2) above will be paid the daily guarantee of eight hours or the total hours they obtain for the day, whichever is greater.
- 4) Operators who are affected by the National Safety Code may leave work choices on the next day's choice sheet.

ARTICLE 3 - METHOD OF PAYMENT

3.00 METHOD OF PAYMENT

"Regular rate" shall mean the applicable hourly rate of pay set out in the Wage Schedule. Where applicable "time worked" shall include standby time, report time, and lay-up time.

In addition, travel time will be considered as time worked for the sole purpose of calculating overtime payment for shifts that exceed eight hours and 30 minutes only, except as provided in Article O2.01.1, Sign-up Reliefs.

3.01 PAYMENT FOR OVERTIME WORK

In any one day the following overtime rates shall be paid for time worked after completion of an index run or after the stated time worked on random shifts in the case of Spareboard Operators.

Time Worked Per Day	Rate of Pay (Times regular rate)
From eight hours to ten hours	1 ½x
In excess of ten hours	2x

There shall be no compounding on the rate of pay for Sunday or statutory holiday work set out in Article O3.01.1.

On all days except Sundays and statutory holidays the rates of pay for overtime worked shall be one and one-half times (1½) of the regular rate up to ten hours of time worked and double time (2x) the regular rate for overtime worked after ten hours

3.01.1 Payment For Work On Sundays And Statutory Holidays

- 1) All Sunday shifts will be straight shifts and will pay a minimum of five hours and 20 minutes at time and one-half (1½). Double time (2x) will be paid for all time worked in excess of eight hours.

- 2) On statutory holidays, the rates of pay for time worked shall be time and one half (1½) of the regular rate up to ten hours of time worked and double time (2x) of the regular rate for overtime worked after ten hours.
- 3) Operators may elect to bank statutory holidays by seniority Sign-up in blocks of either five days or ten days. The Employer shall determine the statutory holiday blocks to be made available in each Sign-up.

If such Employees elect not to bank statutory holidays, they shall nevertheless be required to work any holiday scheduled as a Work Day in accordance with Article G10.03 and they shall not receive another day off in lieu.

- 4) In the case of Operators any payment for banked statutory holidays will be made when the holidays are taken.

Except as provided in this Article, Employees eligible for statutory holiday pay will receive it in the pay period in which the statutory holiday actually occurs.

Operators shall be paid at the wage rate prevailing on the date of the statutory holiday.

- 5) Restricted Period

Banked days as provided for in O3.01.1 three can only be scheduled off outside the prime periods.

- a) Third Sunday in June through the Sunday following Labour Day.
- b) The last two week period of December.
- c) The two weeks of the Public School Spring Break.

- 6) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to O3.01.1 4) and 5).

3.01.2 Payment For Callout On A Day Off

If Employees are called out on their scheduled day off, they shall be paid as follows:

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to eight hours	1 ½ x
From eight hours to ten hours and 30 minutes	2 ¼ x
After ten hours and 30 minutes hours	3 x

3.02 SPREADOVER PREMIUM FOR SPLIT SHIFTS

A spreadover premium shall apply to the normal days of work on a split index which exceeds ten hours and 30 minutes duration from the start of the first piece of work to the end of the last piece of work.

3.02.1 Premium

The spreadover premium shall be 25% of the Operator's regular straight-time rate.

3.02.2 Premium Applied

The spreadover premium shall be paid for the time worked from ten hours and 30 minutes of total elapsed time.

3.02.3 T.E.T. Time

For the purposes of this Article, total elapsed time (T.E.T.) shall mean the time between the start of the first piece of work and the end of the last piece of work and includes the time not worked between the pieces.

No indexes can extend beyond 12 hours total elapsed time, including travel time.

3.02.4 Maximum Spreadover

During this Agreement, the maximum spreadover times for signed up runs shall not exceed the maximum spreadover times which prevailed under the last Agreement. The Employer will revise the scheduling of short pieces of work with the objective of reducing spreadover time to below 12 hours for the majority of these runs.

In doing so, the Employer will break up regular runs where necessary, but only to the smallest extent consistent with the objective of 12 hour maximum spreadover.

3.03 MINIMUM PAY FOR SHORT PIECES OF WORK

3.03.1 Single Pieces of Work

A minimum of two hours will be paid for all pieces of work, both on the Spareboard and in signed up work.

3.03.2 Two Pieces Separated By 15 Minutes Or Less

Two pieces of work will be considered as a single piece of work and will be paid straight through when they are separated by 15 minutes or less.

3.03.3 Two Pieces Separated By More Than 15 Minutes

If, in the building up of a signed up run, two or more pieces of work separated by more than 15 minutes pay six hours or more, then the Employer may pay the time straight through and post as a single piece of work.

3.03.4 Extended Work

Where the Employer requests Operators to extend their work:

- 1) by working an additional piece of work; or,
- 2) by continuing in service as a result of a missed relief; or
- 3) due to a change which is greater than 15 minutes in the start and/or finish time of signed-up work, pursuant to Article O2.02.3 of this Agreement; and such work extends beyond the scheduled hours of work, they shall be paid an additional two hours minimum.
- 4) When such extra work finishes within the scheduled hours of their shift, they will not be paid additional compensation.

Application

- 1) Where changes made pursuant to Subsection O2.02.3 that alter the start and/or finish time of signed-up work and the change extends an Operator's work:
 - a) by less than 15 minutes, the Operator is required to complete the work (despite Article O2.05), and will be paid overtime rates for the actual time worked either prior to or after the Operator's originally scheduled start or finish time; or
 - b) by greater than 15 minutes, the Operator will be paid an additional two hours minimum and any time exceeding the 15 minutes shall be worked on a voluntary basis.
 - c) An Operator who is not relieved at the scheduled relief point is required to do the following:
 - d) notify the Depot Office during Depot Office hours;
 - e) carry on "in service" to the terminus or to a point as instructed by a Supervisor; and
 - f) if no relief is affected at either of these points, return the bus to the Garage.
 - g) If the Operator has a legitimate reason for not continuing past the relief point, they must advise a Supervisor of the reason and is not required to continue operating.
A "legitimate reason" is a reason of a pressing and urgent nature relative to the significance of the service disruption to transit customers in all of the circumstances of the missed relief.
- 2) Despite Article O2.05, an Operator is required to complete a piece of work or index that has been delayed due to reasons beyond the control of the Employer (e.g., weather conditions, traffic conditions, etc.)

3.04 PAY PROTECTION ON TEMPORARY CHANGE OF WORK

If the Employer assigns Operators to a temporary position away from their run, they shall be paid no less than what they earned on their run.

3.05 REPORT TIME AND LAY-UP TIME

When any new Garage is placed in operation, any report time and lay-up time will be subject to mutual agreement prior to the opening of any new Garage or satellite centre.

3.05.1 Report Time

Operators shall be paid 15 minutes report time for taking buses out of the Garage to operate in regular scheduled service and charter runs.

3.05.2 Lay-up Time

Operators shall be paid five minutes lay-up time in addition to scheduled time for returning buses to the Garage.

3.06 TRAVEL TIME

3.06.1 Definition Of Travel Time

“Travel Time” will be established by the Employer in consultation with the Union. It will be based on the actual time it takes to walk between relief points or from a Depot where work originates, or it will be equivalent to the scheduled running time between any two locations, whichever is lower.

Where a transfer is required an additional allowance will be made, consisting of five minutes when the travel time occurs any time up to 18:00 in the day and 15 minutes when the travel time occurs after 18:00.

Notwithstanding the provisions of Article O3.00 in which travel time is considered as time worked for the sole purpose of calculating overtime payment, net travel time is considered as a straight time "allowance" to be exempt from the Operator's Work Day in terms of scheduled time constraints for regular signed up work.

Net time to be applied against all available shift level make-up time (Sign-up runs and Spareboard); accrued travel time for shift lengths less than two hours (A-B, C-D) to be realized when shift make-up is totally absorbed.

For any B-C net travel allowance (less than nine hours spread time), if either A-B or C-D shift is less than two hours, then the balance of make-up to be absorbed before any net travel time allowance is applied.

Net travel time for indexes and pieces of work shall be charged against the Spareboard guarantee and for "time in" purposes (Spareboard).

3.06.2 Travel Time Application

The following letters represent the shift location parameters.

A - start location of first shift

B - finish location of first shift

C - start location of second shift

D - finish location of second shift

1) Straight Shifts

a) One Piece Straight

Travel time allowance to be applied between starting location of the day's work (pt. A) and the finishing location of the day's work (pt. B).



b) Two Piece Straight

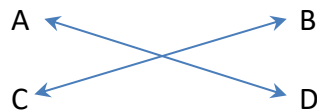
Travel time allowance to be applied between starting location of the day's work (pt. A) and the finishing location of the day's work (pt. D). Time interval between location pt. B and location pt. C to be "paid through" as index make-up allowance.



2) Split Shifts

a) Spread Time of Nine Hours or Less

Travel time allowance to be applied between the starting location of the day's work (pt. A) and the finishing location of the day's work (pt. D) as well as between the finishing location of the first shift (pt. B) and the starting location of the second shift (pt. C).



b) Spread Time in Excess of Nine Hours

Travel time allowance to be applied between the starting location of the day's work (pt. A) and the finishing location of the first shift (pt. B) as well as between the starting location of the second shift (pt. C) and the finishing location of the day's work (pt. D).



3.07 MAKE-UP TIME

"Make-up Time" is defined as that time which brings a piece of work or an index up to a guaranteed minimum time as provided for elsewhere in this Agreement and includes the time paid in order to convert two or more pieces of work into one piece of work as provided in Article O3.03.

Make-up time will only be included in a piece of work after all other components (i.e. report time, lay-up time, and travel time) have been accounted for.

Make-up time is a straight- time allowance and will not be included in any full index (e.g. Eight hours or more Monday through Saturday or five hours and 20 minutes or more on Sundays) for which overtime rates are paid.

Make-up time for indexes and pieces of work shall be charged against the Spareboard guarantee and for time-in purposes (Spareboard).

3.08 LINE TRAINER PREMIUM

Effective April 1, 2020.

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of \$2 per hour when designated to perform the duties of Line Trainer.

ARTICLE 4 - WASHROOMS

4.01 WASHROOMS

As far as practical, washrooms shall be provided at the most suitable terminal on each line.

Such washrooms shall be kept in sanitary condition and shall be equipped with a serviceable lock and key, soap, hot water and paper towels

Washroom locations will be identified in the Drivers' Guide. Washroom location changes between Sign-ups will be posted.

4.02 WASHROOM COMMITTEE

1) OBJECTIVE

The objective of the Committee is to review, improve and monitor washroom facilities required by Operators during their day to day work.

2) COMMITTEE MEMBERSHIP

The Washroom Committee will be a standing Committee consisting of the following members:

Manager of Operations (Chair)

Two Transit Operators – designated by the Union

One Transit Supervisor

When not possible or appropriate for any person to attend, an alternate will be designated. The Transit Operators will be paid straight time wages by the Employer for the time they attend meetings.

3) TERMS OF REFERENCE

The terms of reference and scope of the Committee will be the following:

- a) Review of existing washroom facilities,
- b) Determination of washroom locations by the addition and/or deletion washroom locations, either owned, leased, or rented,
- c) Allocation of a budget as provided by the Employer for these improvements.

The Employer will provide a budget each year for allocation by the Committee towards the maintenance, cleaning and enhancement of existing washroom facilities and establishment of new facilities.

This budget will include the current amount allocated to washroom rental. The Employer undertakes whenever possible to provide a washroom at all future transit exchanges, or other future transit

facilities with the exception of park & rides and bus stops, subject to conditions outside of the control of the Employer.

Funding for the construction of these washrooms will be in addition to the annual budget of the Committee.

ARTICLE 5 - UNIFORMS

5.00 UNIFORMS

The Union and the Employer will cooperate in sponsoring and maintaining a high standard of appearance among Operators as provided for by the Employer's rules and regulations.

5.01 CLEANING ALLOWANCE

Operators will receive on their pay cheques a cleaning and maintenance allowance of \$12 bi-weekly.

ARTICLE 6 - NEW OPERATING CENTRES

6.00 NEW OPERATING CENTRES

If the Employer establishes new operating centres these new centres will be covered by this Agreement.

ARTICLE 7 - TEMPORARY PROMOTIONS

7.01 TEMPORARY PROMOTIONS

7.01.1 Post A Notice

The Employer shall post a notice inviting applications from Operators covered by this Agreement to fill acting Supervisory positions.

7.01.2 Term Of Leave

A temporary promotion to an acting Supervisory position shall have a duration of not more than 90 calendar days in each calendar year.

7.01.3 Seniority Maintained

Operators temporarily promoted by the Employer to fill an acting Supervisory position shall have their seniority maintained for the period of their promotion.

7.01.4 Agreement Coverage

An Operator temporarily promoted to an acting Supervisory position shall be covered by the policy or Collective Agreement applying to Supervisory personnel at that time.

7.01.5 No Discipline

At no time will a temporary Supervisor administer formal discipline of any Unifor member.

ARTICLE 8 - SHIFT PREMIUMS

8.01 SHIFT PREMIUMS

Operators shall be paid a shift premium of \$.75 per hour for all hours worked after 20:00.

8.02 TRANSIT OPERATOR PERFORMING COMMUNITY LIAISON WORK

In consideration of the benefits to both BC Transit and its Employees of promoting public transit, the Parties agree that the following practices will apply to Transit Operators who perform community liaison work, such as school presentations, appearances with buses in parades and fairs, staffing mall displays, displaying buses to other transit companies or interested groups, and participating in movie shoots.

It is recognized that this work may be assigned to Transit Operators who have demonstrated the interest, skills and aptitude for this type of work, but that such work may also be assigned to Employees in other bargaining units and exempt staff, with the exception of revenue service.

- 1) Transit Operators will be given the opportunity to apply to join a pool of community liaison representatives who may be assigned to perform this type of work. It will not necessarily be assigned to the Spareboard.
- 2) When performing this type of work, these representatives may be booked off their regular work in a manner similar to joint Committee members who are performing work of mutual benefit. Upon completion of the assignment, they may be assigned to complete their regular piece of work or to the Spareboard for the balance of the day in order to make most productive use of their time, but may also be given the rest of the day off if there is no need for their services. In no case will they receive less than eight hours, or pay for their regular index, whichever is greater.
- 3) In order to meet the needs of the program and minimize overtime for such work, days off may be rescheduled by mutual agreement between BC Transit and the participating Transit Operator.
- 4) Where Transit Operators are required to perform work involving advanced skills such as public speaking, or perform work in which they are required to operate a bus as well as interact with the public in a display-like setting, they will be paid a premium of 5% of their hourly rate.

This will not apply to simpler assignments such as staffing mall type displays or assisting with the "Santa Bus".

ARTICLE 9 - SINGLE ANNUAL VACATION DAYS

9.01 SCHEDULING OF SINGLE ANNUAL VACATION DAYS

- 1) Operators entitled to four weeks of Annual Vacation per Article G9.02, will have the option of leaving one week or 40 hours of Annual Vacation unscheduled at the time of the Annual Vacation Sign-up.
- 2) Operators entitled to six weeks vacation per Article G9.02 will have the opportunity to sign their single days and one-week entitlement or 40 hours at the beginning of the Annual Vacation sign up. At this time, there will be three slots per day allotted.

The unscheduled days may be taken as single, multiple days or as a block, subject to staffing requirements.

The following rules shall apply:

- 1) Employees must show their intent to retain the five unscheduled days (or such number of days that may make up a Work Week) at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- 2) The Employer will make available eight slots per day that may be scheduled at the time of the Annual Vacation Sign-up. The Company will make available three slots as per paragraph 2) above. After this there will then be an additional five slots available to sign for a total of eight slots. Requests will be granted in the order of the requests being received. Statutory holidays will not be available for signing.
- 3) After the Sign-up has been completed, the Employer will make available the slots on each day that were not signed for during the Annual Vacation Sign-up (statutory holidays not included) for Operators wishing to take single day(s) of Annual Vacation.

Operators may request the single day(s) not more than one month in advance, and by 13:00 hours two days prior to the day requested. When more than one Operator applies on the same day, seniority will be the determining factor. In all other cases, requests will be granted on a first-come-first-served basis

ARTICLE 10 - SPAREBOARD RULES

10.00 SPAREBOARD RULES

These rules apply to all operational Depots within the Victoria Regional Transit System.

10.00.1 Spareboard Interpretation Manual

The Employer and the Union agree to maintain the Committee to amend when needed the ongoing use of the Spareboard Interpretation Manual.

Purpose: To provide an ongoing and plain language interpretation of the Spareboard rules. The Manual will be with prejudice and permissible as evidence in an arbitration arising from a grievance regarding the Spareboard rules. Changes to the manual may be made upon the mutual agreement by the parties and any changes are subject to the ratification by the principals of the parties. Changes made over the course of the collective agreement must be ratified within 90 days of the proposed change.

Process: Should the Parties fail to agree upon one or more rule interpretations, the Manual will remain silent and the Parties will defer to the Collective Agreement language with the exception that all items that were agreed to in collective bargaining to go into the Spareboard Interpretation Manual shall be deemed to be part of the Interpretation manual to take effect upon ratification and shall be included in the final Spareboard Interpretation Manual.

Membership: The Committee shall be composed of two members, one representative selected by the Employer and one representative selected by the Union.

Meetings: The Committee shall meet as needed and the Union representative will be paid at straight time, unless by mutual agreement. Discussion of the Committee shall be without prejudice and not permissible as evidence in an arbitration.

The Committee will meet only when the parties deem there is a need to when a new provision of the collective agreement may affect the operation of the Spareboard, or when there is a dispute relating to the manual itself.

10.01 SPAREBOARD

Spareboard – a pool of qualified Operators who ensure and maintain safe and reliable customer service to cover short term/long term absences and meet unexpected service requirements.

The Employer will endeavour to maintain a number of Operators equal to not less than 12% of the number of Operators that will be required to sign on the properties for the new sheet, except where agreed by the Employer, the Sheet Chair and the local Union Executive Board, that a lower number is sufficient.

The method of determining the minimum number of Spareboard positions will be based on 12% of the following, as required by the new sheet being signed:

- 1) Indexes
- 2) Day off blocks
- 3) Averaged Annual Vacation blocks
- 4) Compressed Work Indexes

The Spareboard will be filled in seniority order at the quarterly Sign-up.

10.01.1 Spareboard Operators - Days Off

Spareboard Operators will receive the same number of days off as signed up Operators. Spareboard Operators will select consecutive days off in order of seniority at the regular Sign-up times.

When required, new Operators will be added to the Spareboard until the next Sign-up and shall be designated consecutive days off at the discretion of the Employer.

Days off for vacation relief Operators who are on the Spareboard due to lack of Operators on vacation will be determined by the Employer and posted on the Operators' Sign-up sheets prior to the Operator being required to sign such sheets.

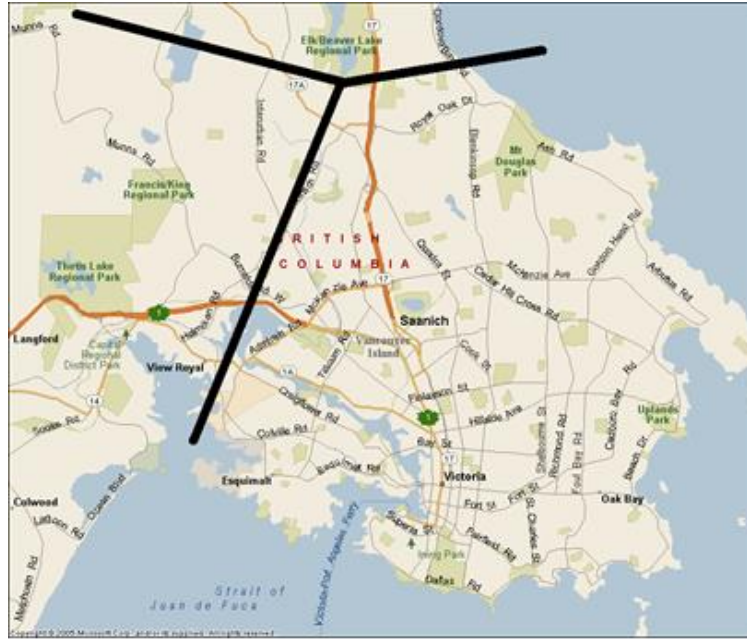
10.01.2 Depot Of Origin

- 1) Index work cannot be moved from one Depot to another.
- 2) When all options are exhausted pursuant to O10.11.1 and all calls have been made, and O10.07.11 has been invoked, index work can be moved from one Depot to another.
- 3) Work is defined as work that starts or finishes at the Depot of origin or has a block number for the Depot of origin, including Sign-up reliefs, and Sleepers.

Prior to the loss of service due to an emergency that requires emergency service or due to a mechanical breakdown or an Operator's illness or injury, work from one Depot could be assigned to a standby or "K" from another Depot.

The work will terminate at a terminus or at a relief point not beyond one round trip from the point where the standby or “K” started the trip. Beyond that and in all cases the work will revert to the Depot of origin.

- 4) When a Spareboard Operator is covering a plus, part index, with a relief point across the zone boundary shown below, each part will attract a zone allowance of 30 minutes.



- 5) Zone allowance will not apply towards the NSC and is considered as a straight time allowance to be exempt from the Operator’s Work Day in terms of scheduled time constraints for regular signed up work.

10.02 SPAREBOARD GUARANTEE

10.02.1 Guarantee

The guarantee for all Spareboard Operators who make themselves available for work shall be eight hours per day, including Sunday premiums and Holiday premiums at time and one half (1½x).

Every day that Operators make themselves available at their designated Depot for the day and fulfil their obligation under these Spareboard Rules, they will be eligible for the daily guarantee.

Any overtime worked cannot be applied towards the guarantee for any other day or any other Depot.

10.02.2 Failure To Report

On any day Operators sign off or fail to report, or cause themselves to lose work, or place themselves in violation of the National Safety Code, those Operators shall be paid only for actual time worked.

10.03 TRIPPERS, SPECIALS AND SPLIT WORK

Depot Offices shall not have the right to build up a Spareboard Operator's Work Day with allowance time to a full day's work thereby causing the Operator to lose seniority.

10.04 SPAREBOARD QUALIFICATIONS

10.04.1 Qualifications

Operators exercising their seniority to sign the Spareboard or vacation relief involving the Spareboard, must be qualified to operate all types of equipment used in the Victoria Regional Transit System Operations.

They must be proficient in all variations of work covered by this Spareboard.

10.04.2 National Safety Code

All work assignments, signed for or assigned, must comply with the National Safety Code, Section 3, "Hours of Service".

10.05 ADDITIONAL WORK

10.05.1 Work Starting After 19:30

When circumstances are such that all Spareboard Operators have completed eight hours, then work starting after 19:30 will be voluntary and will be assigned to any Operator on a first-come-first-served basis. Any Operator starting work prior to 09:00 hours will not be required to work past 19:30 hours.

10.05.2 National Safety Code Exception

An Operator signing work at the quarterly Sign-up and who is impacted by the NSC on any day during the course of that Sign-up because they were forced into an NSC violation resulting in them not being able to start their work the following day, will be subject to the following:

- 1) The beginning of their shift will be placed on the Spareboard and the Operator will be required to take over the remaining part of the index at the relief point closest to their eight hour rest period required by the NSC or later at the discretion of the Depot Supervisor.
- 2) The Operator will be placed in their seniority at the 09:00 Sign-up at their Depot of origin for work that may fit with the remaining part of the index subject to the 19:30 qualifying time.
- 3) An Operator who fulfills 1) and 2) above will be paid the daily guarantee of eight hours or the total hours they obtain for the day, whichever is greater.
- 4) A Spareboard Operator who at 13:15 Sign-up is assigned a full index and is impacted by the NSC, that Operator will then be governed by O 10.05.2 1), 2) & 3).
- 5) A Spareboard Operator who at 13:15 Sign-up is forced on an "E" or an "F", and is impacted by the NSC, may leave choices for the 09:00 Sign-up at their Depot of origin. The Operator will be placed at the 09:00 Sign-up in their seniority and will be required to remain

available to 19:30 to maintain the guarantee, or when they have eight hours whichever comes first.

- 6) A Spareboard Operator who at the 13:15 Sign-up is forced on a G and is impacted by the NSC, may leave choices for the 09:00 Sign-up at their Depot of origin.

The beginning of the G will be placed on the sheet. O10.06.10 will not apply. The Operator will be required to take over the remaining part of the G at the relief point closest to their eight hour rest period required by the NSC or later at the discretion of the Depot Supervisor.

The Operator will be placed at the 09:00 Sign-up in their seniority.

Operators who are affected by the National Safety Code may leave work choices on the next day's choice sheet.

10.06 09:00 SIGN-UP

10.06.1 Afternoon Work

Operators will sign their afternoon work at the Depot of origin for the day at the 09:00 Sign-up in order of seniority. The 09:00 Sign-up for operational Depots with work assignments on the Spareboard will proceed consecutively.

The Depot with the least amount of work assignments will sign first at 09:00. If there is a tie it will be at the discretion of the Depot Supervisor or designate.

Operators leaving a selection of work choices must leave a sufficient number of choices to cover their seniority. Operators who fail to leave sufficient work choices will be assigned a piece of work with the earliest finish and each piece of work shall finish by 19:30 hours.

The only Operators who are permitted to leave a selection of work choices for the 09:00 Sign-up are:

- 1) Operators who have been assigned work on the overnight sheet under the letter 'G', or
- 2) Operators who have been assigned work under the letter 'E' when the finish time of such work prevents the Operator from reporting for the 09:00 Sign-up, or
- 3) Operators who have been assigned work under the letter 'F' when the finish time of such work prevents the Operator from reporting for the 09:00 Sign-up, or
- 4) Operators who have received approval from the Depot Office Supervisor for emergency reasons.

The Depot Supervisor will assume that all choices imply a 19:30 finish time unless specifically requested by the Operator.

10.06.2 Failure To Report At 9:00

Spareboard Operators who are marked up for the 09:00 Sign-up but fail to report or answer to their name being called, will be assigned the last piece of work available to 19:30 hours.

If two or more Operators are involved, then the senior Operator will be assigned the earliest finish piece of work. Operators may break into the Sign-up after failing to sign in their correct seniority position by declaring their intent to the Depot Office Supervisor.

They may only sign work that is available from the time they declare their intent.

10.06.3 Written Choices

Operators leaving their written choices of work must:

- 1) Ensure they are marked 1st, 2nd, 3rd choices, etc.
- 2) Ensure their choices are clearly written
- 3) Accept work that is assigned them if 1) and 2) are not followed

Any clarification as to the written selection will be interpreted by a Union Spareboard representative or designate when requested by the Depot Office Supervisor or designate.

10.06.4 Shortest Piece Of Work

The shortest piece(s) of work will be blocked for assignment to overtime Operators and will not be unblocked unless the unblocking process complies with subsections O10.06.5 and O10.06.6.

10.06.5 Signing Blocked Work

At 09:00 Sign-up, Operators may:

- 1) Sign two or more blocked pieces of work provided they receive eight hours or more work for the day (five hours and 20 minutes on Sundays and statutory holidays), or
- 2) Split into a shift for a minimum of two hours plus sign one or more blocked, or unblocked, pieces of work provided they receive eight hours or more work for the day (five hours and 20 minutes on Sundays and statutory holidays), or
- 3) Sign a blocked piece of work provided it makes their day.

10.06.6 Blocked Work Request

An Operator may at 09:00 Sign-up request a blocked piece of work providing that the paid time between all unblocked pieces of work and the blocked piece of work being requested do not exceed ten minutes.

10.06.7 Remaining Work

Any work remaining at the 09:00 Sign-up will be assigned to the junior Operator who can complete the work without going into overtime. If all Operators will go into overtime, it will be assigned to the junior Operator who has not made their day.

10.06.8 Work After Scheduled Finish Time

All time worked after the scheduled finish time of a piece of work assigned to be completed prior to the 09:00 hours, will be applied to the Operator's day provided the time is reported to the Depot Office prior to the start of the 09:00 Sign-up.

10.06.9 Not To Be Bumped

An Operator may not be bumped off work at the 09:00 Sign-up by another Operator or by the Depot Office Supervisor or designate.

10.06.10 Splitting Blocks

Spareboard blocks cannot be split except for Sign-up relief or when, for any reason Operators are forced into a block that will put them in excess of eight hours. The block shall be split at the nearest relief point to eight hours and provided that the leftover piece is a minimum of two hours.

10.06.11 Known Work

Known work that will continue past 19:30 hours may be signed pursuant to O10.11.1 over the guarantee. This provision applies to voluntary third pieces of work only.

10.06.12 Standbys 09:00

Standbys may be placed on the 09:00 sheet for selection by Operators at the 09:00 Sign-up and shall be subject to 19:30 qualifying time.

Operators obtaining a standby under O10.06.12 must be available for a minimum of one hour past the end of the standby and cannot bid for blocked work or additional work that starts prior to 19:30, until the completion of the standby.

Operators are eligible to bid for additional work only after the standby is finished.

10.06.13 Longest Piece Of Work

Spareboard Operators, by their turn at the 09:00 Sign-up, who are not able to show that they have signed on, and are safe on eight hours work on any given day (five hours and 20 minutes on Sundays and statutory holidays), must take the longest piece of work up to a day's work of eight hours.

In keeping with seniority privileges, an Operator may pass down the longest piece of work in favour of taking the second longest or third longest, etc. as long as there are junior Spareboard Operators available who are not able to show that they have signed on, and are safe on eight hours work (five hours and 20 minutes on Sundays and statutory holidays).

10.06.14 Spareboard Operators Forced Onto Work

If, at the 09:00 Sign-up, Operators are forced onto a piece of work that will put them in excess of eight hours (five hours and 20 minutes on Sundays and statutory holidays), they will be relieved upon request at the relief point closest to the completion of eight hours provided that the leftover piece is a minimum of two hours.

10.06.15 'S' Work

At 9:00 Sign-up 'S' work cannot be moved from one Depot to the other.

10.07 13:15 SIGN-UP

10.07.1 13:15 Sign-Up

The afternoon Sign-up will be conducted at 13:15 hours. Daily work sheets from all Depots and at all Depots will be posted by 15:00 hours in a designated location for viewing with all available work shown, including standbys subject to additions and deletions.

The work sheets will be posted from 04:50 hours until 13:00 hours.

At the 13:15 Sign-up, Spareboard Operators will choose the next day's work from any operational Depot in order of seniority.

The Depot chosen will be the Depot of origin for the day.

10.07.2 Overnight Sheet

At 13:00 the official overnight sheet will be made up in preparation for signing at 13:15 hours.

Note: The "official" overnight sheet will include all additions, deletions, and revisions and will be considered binding.

At 13:15 Sign-up 'S' work may be placed at any Depot at the discretion of the Depot Supervisor or designate.

10.07.3 Choices

Operators may choose work for the 13:15 Sign-up in the following ways:

- 1) Show up at 13:15 hours and choose work within seniority;
- 2) Leave a choice on sheets provided, based on available information from the worksheet, choice cannot be left by telephone; or
- 3) by Depot phone, fax or e-mail;
- 4) If options 1), 2) or 3) are not exercised, the Operator's permanent letter choice will be used by the Depot Office Supervisor or designate.

10.07.4 Letter Choices And Work Allocation

All Operators must submit all letter choices. Work on the overnight sheet will be allocated by the Depot Office Supervisor or designate in order of seniority and in accordance with each Spareboard Operator's written statement of preference using the letter system outlined in O10.07.6.

A separate set of letters may be submitted for Saturday, Sunday and statutory holiday work only.

If Operators do not fulfill their obligation for submitting all their letters for weekday, weekends (Saturday and Sunday) and statutory holidays, the Depot Office Supervisor will assign work pursuant to generic letter choices as follows: A, B, F, G, C, E, K, J, D, H, I. Operators will be permitted to submit sufficient letters for the next overnight Sign-up.

10.07.5 Letter Choice Sheets

At the beginning of each Sign-up, Spareboard Operators will submit their letter choices to the Depot Office Supervisor, or designate, which will indicate their preferences before going to the Spareboard.

A Spareboard Operator on vacation or sick leave may submit a choice of letters on return.

10.07.6 Letter Choice Definitions

The order of preference for work on the overnight Sign-up will be selected from the following letter choice definitions. The longest piece of work shall be assigned to the senior Operator. Work will be allocated: senior Operator - 1st letter choice available, 2nd choice, etc., No. 2 Operator - 1st choice, 2nd choice, etc., until the last Operator.

- “A” Day Run (earliest finish to senior Operator) finishing at or before 15:30.
- “B” Day Run (earliest finish to senior Operator) finishing at or before 18:30.
- “C” Early Night Run finishing at or before 20:30.
- “D” Night Run (earliest finish to senior Operator).
- “E” Early Report — Early report Operators cannot be "bumped" off work signed during their report time. When two or more Operators are signed-in on early report, a senior Operator may exercise seniority to pass down work to a junior Operator providing that the start time of the work to be passed down is within the junior Operator's early report time.
- “F” Early Overloads, Specials or Charters finishing at or before 09:00.
- “G” Early Overloads, Specials or Charters finishing after 09:00. (Depot Office Supervisor or designate must be notified by note or telephone of choice for 09:00 Sign-up.)
- “H” Special Event Charter or Specials of seven hours or more. (Earliest finish to senior Operator).
- “I” 09:00 Report subject to work starting at or after 09:00 hours. This choice to be used by Operators affected by the NSC only.
- “J” PM Report/Late Night Standbys subject to staffing requirements. The Depot Office Supervisor will endeavor, when possible, to have this work assigned as a straight through piece of work. An Operator assigned a “J” will only be eligible to obtain work the next day that starts at least eight hours after the end of the latest finishing index.
- “K”
 - a) As Directed work is work that does not involve an “index” or “paddled work” and has a fixed start and an approximate finish time and not to exceed 30 minutes past the posted time on the sheet. (O3.03.4c will apply at the end of the 30 minutes).

- b) A “K” that is a full index with the earliest finish shall go to the senior Operator. A “K” of less than a full index shall be assigned with the longest piece going to the senior Operator.
- c) Operators signed onto a “K” are eligible to sign for work starting at the finishing time shown on the sheet.
- d) As directed, work is designed to augment scheduled service. Seniority or pass up provisions do not apply.

“CWW” Compressed Work Week — CWW may be added as a prefix to any of the above compatible letter choices.

“LS” To be used anywhere to indicate latest start.

“EF” To be used to indicate earliest finish.

“LTC” or

“VTC” To indicate start location.

“AOD” Reference to any potential new Depot.

10.07.7 Order Of Preference

The order of preference will be in force until changed by the Operator and may be changed at the request of the Operator on 24 hours notice not more than once every seven days.

10.07.8 Overtime Work Indication

The Depot Office Supervisor or designate will assume Operators do not want overtime unless they indicate on the overnight sheet or by letter choice (e.g. A, B+OT, C+OT, CWW, etc.)

It is the responsibility of the Operator to ensure overtime assignments are in keeping with the National Safety Code.

10.07.9 Operator’s Responsibility

It is the responsibility of Operators to ascertain from the overnight sheet the duties that have been assigned to them. For the benefit of Operators returning from late duties, when the Depot Office is closed, the overnight sheet will be posted in the side window of the Depot Office.

Operators who do not finish at their Depot of origin for the day will be able to phone the Depot for the next day’s assignment, start and finish times and start and finish location(s).

The Depot Office Supervisor or designate will from time to time post the times during which these Operators can call the Depot Office. An Operator may request a repeat of detailed information or to read back detailed information to ensure it is correct.

10.07.10 All Other Work

All other work on hand will be selected by seniority at 09:00 Sign-up at their Depot of origin for that day.

10.07.11 More Operators Than Work

When there are more Operators than work at the overnight assignment, surplus Spareboard Operators will be assigned either an AM or PM standby at the 13:15 Sign-up, by seniority choice.

During the standby portion of any assignment, Operators will accept or pass work in order of seniority, the Standby Operator will be assigned work from the sheet and will standby at the Depot.

PM STANDBY:

- 1) A PM standby will be a straight shift of eight hours (five hours and 20 minutes on Sundays and statutory holidays) and may include a tripper.
- 2) During the standby portion of the shift, the Operators will complete any work they are assigned that may continue beyond the end of the shift.
- 3) Overtime will commence after eight hours of work.
- 4) Operators assigned to the PM standby will not be required at the 9:00 Sign-up.

AM STANDBY:

- 1) An AM standby is an early report that may be less than eight hours and may include a tripper.

No work will be assigned to a Spareboard Operator (including standby Operator) outside their Depot of origin for that day other than voluntary overtime.

EXCEPTION:

When standbys are exhausted at one Depot and there are standbys available at an alternate Depot, the Depot Supervisor or alternate may run work from one Depot out of the alternate Depot as overtime.

Pass up provisions will apply. When this occurs, the Operator will be paid according to the following formula: Total time assigned at Depot of origin would be added first including the daily guarantee.

At the end of that line, overlapping time from the other Depot would be added first followed by non-overlapping time at the other Depot.

10.07.12 Depot Selection

- 1) At 13:15 Sign-up, Operators who have elected VTC Depot as their Depot of origin for that day, and have signed for a standby cannot sign any other work that starts within one hour of their signed for standby finish time. This one hour availability also applies to VTC Operators who are signed on a regular index and obtains an early standby (E) under O10.11.1.
- 2) At 13:15 Sign-up, Operators who have elected LTC as their Depot of origin for that day and have signed for a standby cannot sign for any other work that starts within one and a half (1½) hours of the signed for standby finish time. This one and a half (1½) hour

availability also applies to LTC Operators who are signed on a regular index and obtains an early standby (E) under O10.11.1.

- 3) At 13:15 Sign-up any Operator who obtains an early standby (E) under O 10.11.1 at the other Depot will be subject to the one and a half (1½) hour availability between the end of the standby finish time and the work they have signed for that day.
- 4) Operators on early standby (E) cannot bid for additional work until the completion of the standby.

10.07.13 Record Of Open Work

A record of open Spareboard work will be available at all Depots for Operators' inspection. A copy will be faxed on request to Operators at a Depot.

A record of completed assignments for the day will be made available to the Union.

10.08 GENERAL RULES

10.08.1 Travel Time

All travel time will be shown on the sheet and included in the indicated paid time towards the Operator's daily guarantee.

10.08.2 Paid Straight Through

Two pieces of work will be considered as a single piece of work and will be paid straight through when they are separated by 15 minutes or less.

10.08.3 No Early Report Operators

Where there are no early report Operators left, the first available Spareboard Operators (within seniority) have the option of taking a longer piece of work, subject to the Depot Office determining essential run coverage.

They may be bumped and should leave a choice for PM work. The above rule is applicable only if an Operator has not been called in to start the work.

10.08.4 Not To Be Bumped

An Operator may not be bumped off or cut off work obtained during standby.

10.08.5 Less Than A Full Day

Spareboard Operators who do not have eight hours work for the day must report to the Depot Office in person or by telephone after completing each duty to find out if further work is available.

10.08.6 Commitment To Work

It is understood that once Operators accept a piece of work, they are committed to work it.

10.08.7 Cancellation Of Work

All work is subject to cancellation. Should a piece of work be cancelled, and the Operator signed on that work is contacted prior to the report time, no time will be paid.

Should a piece of work be cancelled, and the Operator is not contacted prior to report time, then two hours at the Operator's straight time rate will be paid. An Operator whose work has been cancelled may be assigned alternate work finishing on or before 19:30 hours.

10.08.8 Sickness

In case of sickness or serious illness, the Depot Office Supervisor or designate will use their own judgment in allocating work. However, when a shift is started by an Operator, they may be relieved or bumped off it by a Spareboard Operator after two hours, providing a minimum of two hours is left for the Spareboard Operator to claim.

10.08.9 Work Obtained From Early Standby

Operators who obtain work from an early standby may request, prior to the 09:00 Sign-up to be relieved at the closest relief point to eight hours (five hours and 20 minutes on Sundays and statutory holidays) provided that the leftover piece is a minimum of two hours.

10.08.10 Sleeper Relief

A Sleeper can be relieved (bumped) off any work after completing two hours either by a Spareboard Operator or standby Operator, if available. This applies to indexes only, not "S" work.

10.08.11 Minimum Pay

All work on the Spareboard will pay a minimum of two hours.

10.08.12 Overtime

1) Regular Working Day – Standby on Overtime

When an Operator is working overtime on an AM standby, work will be placed on the sheet as is and the Operator may split the work at the natural break or at a relief point provided it leaves a minimum of two hours.

When an Operator is working overtime on an AM standby and there are Operators reporting at the 09:00 Sign-up that can do work at straight time, the Depot will split the work.

2) Day Off – Standby on Overtime

When the Operator is on an AM standby working overtime, the Depot will split the work at a relief point at the earliest possible time after 09:00 provided it leaves a minimum of two hours.

10.09 WORK SIGNED IN ERROR

10.09.1 Work Signed In Error

Spareboard Operators signed on work which is signed in error must contact the Depot Office for direction, subject to the following:

- 1) Operators signed on a full index in error or left off a full index in error or signed on a full index placed on the sheet in error will be placed on standby for eight consecutive hours, (ten compressed).

They will take their seniority place amongst other standby Operators. Operators will not work past eight hours (ten compressed).

If the error is discovered the day prior to the work assignment the start time will be the start time of the time they rated. If the error is discovered the day of the assignment the start time will be the report time.

- 2) Operators signed on less than a full index in error (includes overtime work), or left off less than a full index (includes overtime work), or signed on less than a full index (includes overtime work) that was on the sheet in error will be placed on standby.

If the error was discovered the day prior to the work assignment the start time will be the start and finish time they rated. If the error was discovered the day of the work assignment the start time will be the report time and they will be assigned for the amount of time they rated.

In all cases they will not be forced to work past the scheduled standby time they were reassigned to.

10.10 DROPPING SENIORITY FOR LEAVES OF ABSENCE (LOA)

10.10.1 Same Day LOA Request

Operators requesting to be off part or all of their work assignments must apply to the Depot Office Supervisor for approval prior to the commencement of the 09:00 Sign-up.

10.10.2 Next Day LOA Request

Operators requesting to be off part, or all of their work assignments must apply to the Depot Office Supervisor for approval prior to 13:00 hours in order that their work can be incorporated into the overnight Sign-up process.

10.10.3 Dropping Seniority

Operators dropping their seniority will only be required to work their choice of blocked AM and/or PM overloads and will be paid for time worked only.

Operators dropping their seniority shall not work overtime or standby. Dropping seniority will go on a first applied for – first granted basis at the discretion of the Depot Office Supervisor or designate.

10.10.4 LOA Restrictions

No LOA will be granted on Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day, with the exception of Personal Emergency Leaves.

Personal Emergency Leaves granted must be supported with proof of the emergency. Personal Emergency Leaves granted but not fully substantiated will be classed as an "Unauthorized Leave".

10.11 ALLOCATION OF OVERTIME

10.11.1 Blocked Work And Overtime

Overtime and/or blocked work is to be assigned in the following order:

- 1) Operators on return to work (R.T.W.). Where possible and practical, the RTW will be scheduled at the Operator's Depot.
- 2) Operators dropping seniority at their Depot.
- 3) Operators off on Union business in seniority (AM and/or PM) at their Depot.
- 4) Sleepers at their Depot.
- 5) Spareboard Operator on regular working day at their Depot, if available.
- 6) Operators on a LOA without pay for medical appointments and who have not made their day.
- 7) Signed-up Operator on regular working day; limit two overtime assignments per pay period at their Depot.
- 8) Signed-up Operator on regular working day with two overtime assignments in the pay period at their Depot.
- 9) Operators conducting the Sign-up at their Depot.
- 10) Operators on seminar; transit ambassadors and part-time trainers in seniority at their Depot.
- 11) Operators off full day on Union business at their Depot.
- 12) Spareboard Operator on regular working day at the other Depot.
- 13) Signed up Operator on regular working day; limit two overtime assignments per pay period at the other Depot.
- 14) Signed up Operator on regular working day, with two overtime assignments in the pay period at the other Depot.
- 15) Sleepers from another Depot.
- 16) Any Operator on day off in order of seniority at either Depot.
- 17) Acting Transit Supervisors (before or after shift) when no other Operators available at their Depot.
- 18) Acting Transit Supervisors (before or after shift) when no other Operators are available at the other Depot.

Working day Operators who accept overtime at a Depot other than their own will be paid a 30 minute zone allowance.

An Operator working overtime on their day off will be paid a 30 minute zone allowance on their second piece of work at a different Depot.

10.11.2 Full Shift to Overtime

When a full shift goes to overtime on a weekend, the Depot Office Supervisor or designate may split the shift pursuant to O10.11.1.

The Union recognizes that it is ordinarily impractical to split a night run.

10.12 SPAREBOARD COMMITTEE

Two Spareboard representatives shall be appointed by the Union and two Spareboard representatives will be appointed by the Employer.

The Local President or designate and Unifor National Staff Representative may attend where required. Two Unifor representatives shall be paid straight time by the Employer for all the time spent at such meetings, and this shall not be considered time worked.

Meetings shall be held quarterly or as required by the Parties.

ARTICLE 11 - COMPRESSED WORK WEEK RULES

11.00 COMPRESSED WORK WEEK RULES

All provisions cited herein refer to those appearing in the Collective Agreement. Where there is a conflict between any other provision in the Collective Agreement and these Rules, the provisions of these Rules shall prevail.

11.01 APPLICATION

These Rules apply to Transit Operators who sign for Compressed Work Week indexes. These Rules also apply to Transit Operators blocking for Annual Vacation and Banked statutory holidays of Transit Operators signing for Compressed Work Week indexes.

11.02 REPORTING FOR COURT APPEARANCE

For the purpose of G6.01.1 and G6.01.2, Transit Operators will be deemed to have commenced work at 08:00 and will return to work and complete their day as a standby until 18:00. Operators to refer also to O2.04.

11.03 STATUTORY HOLIDAYS

11.03.1 Statutory Holiday Pay

An eligible Transit Operator, as defined by G 10.02, shall be paid statutory holiday pay on the basis of eight hours at straight-time rates for each statutory holiday earned.

11.03.2 Short Shift

A Transit Operator who signs a “short shift” on a statutory holiday or who is not required for work on a statutory holiday that falls on what otherwise would have been a work day may

request the Depot Office to assign an A.M. overload, payable at straight-time, to assist in offsetting the loss of pay arising from not working a Compressed Work Week index that day.

11.03.3 Banked Statutory Holiday

Transit Operators who elect to bank statutory holidays shall have their time off computed on the basis of four days of ten hours per day per week of banked statutory holidays.

11.04 DISABILITY PLAN

11.04.1 Daily Earnings

The definition of regular daily earnings given in G 12.01 shall mean ten hours per work day and the eight hour maximum shall not apply to Transit Operators signing up on Compressed Work Week indexes.

11.05 WORK WEEK

Approximately 40 hours constitutes a normal Work Week. The Work Week shall consist of any four consecutive Work Days with three consecutive days off, and the provisions of O1.00 and its subordinate clauses do not apply.

11.06 WORK DAYS IN A PAY PERIOD

Ten working days shall mean 80 hours exclusive of overtime and the maximum daily guarantee shall be eight hours.

11.07 LENGTH OF RUNS EXCLUSION

Compressed Work Week indexes shall be excluded from the calculation of the percentage of straights and the percentage of runs cut within nine hours contained in O2.02.4.

11.08 DEFINITIONS

11.08.1 Regular Rate

“Regular rate” shall mean the applicable straight-time hourly rate for Transit Operators set out in the Wage Schedule of the Collective Agreement.

11.08.2 Time Worked

“Time worked” and “working time” shall have the meanings ascribed to them elsewhere in the Collective Agreement.

11.09 TRAVEL TIME

Travel time will be considered as time worked for the sole purpose of calculating overtime payment for indexes that exceed ten hours and 30 minutes only.

11.10 MAKE-UP TIME

Make-up will be paid on Compressed Work Week indexes so that they pay a minimum of the ten hours in accordance with O3.07.

11.11 OVERTIME

11.11.1 Overtime Paid

Overtime shall be paid for all time worked after the completion of a Compressed Work Week index or ten hours of work, whichever occurs first.

11.11.2 Overtime Rate Paid

Except for call-outs on days off, the overtime rates shall be 150% of the regular rate up to and including 11 hours and 200% thereafter.

11.11.3 Payment For Work On Sundays

On Sundays, the rates of pay for time worked up to the commencement of overtime, as provided in O11.11.1 and O11.11.2 above, shall be as provided in the Collective Agreement.

11.12 SPREADOVER PREMIUM

The Spreadover premium provided in O3.03.1 shall be paid for time worked from 11 hours and 30 minutes of total elapsed time and Compressed Work Week indexes may be extended to a maximum of 13 hours of total elapsed time.

11.13 COMPRESSED WORK WEEK INDEXES AND THE SPAREBOARD

11.13.1 Spareboard

Open Compressed Work Week indexes shall be assigned by regular Spareboard procedures.

11.13.2 Spareboard Operator Forced

A Spareboard Operator forced to cover a Compressed Work Week index at the 13:15 Sign-up may request, at the time the Operator is forced, that the Depot Office Supervisor split the index at eight hours. Except where service to the public may be adversely affected, the split will be made at;

- 1) the start of the first half,
- 2) the end of the last half, or at
- 3) the natural break of the index in order to maintain the least spread within the piece of work.

11.13.3 Early Report

A Spareboard Operator on Early Report may elect to work the entire Compressed Work Week index or may elect to work the index up to the natural break. If the index is to be worked to the natural break, the remainder of the index will be listed for the 09:00 Sign-up.

11.13.4 Open Compressed Shift

When an open Compressed Work Week index occurs other than as specified above, such work shall be assigned in accordance with the provisions of Article O10.00.

11.13.5 Application

Except for the provisions of O11.13.1 through O11.13.4, the Compressed Work Week Rules do not apply to Transit Operators who have signed up under O2.01 as Spareboard Operators.

11.14 MAXIMUM NUMBER OF COMPRESSED INDEXES

The number of compressed Work Week indexes available for signing at any Sign-up shall not exceed 16% of the total number of active Operators signing the sheet.

ARTICLE 12 - BANKED OVERTIME

12.00 BANKED OVERTIME

Transit Operators may bank a maximum of 80 hours in an overtime bank.

- 1) This banked time may be used in single or part day increments according to the following:
 - a) Employees must show their intent to bank overtime to a maximum of 80 hours at any one time at the time of the Annual Vacation Sign-up by signing the overtime banking intent sheet.
 - b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - c) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
- 2) Any unused portion in a Transit Operator's overtime bank may be paid out at any time at the request of the Transit Operator, subject to the following;
 - a) The request shall be made in writing;
 - b) The written request must be given to the Depot Supervisor not less than seven calendar days prior to the commencement of the pay period in which the Transit Operator wishes to receive the overtime bank pay-out;
 - c) The overtime bank pay-out will be included in the Transit Operator's pay cheque;
- 3) Any unused portion of a Transit Operator's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year to an amount not exceeding:
 - a) 80 hours, if the Transit Operator has elected to bank that amount for the following payroll year.
- 4) The Employer will make available, three slots each day per depot (Fridays and statutory holidays not included) for Operators wishing to take a single day of banked overtime. Operators may request the single day(s) not more than one month in advance, and not less than 48 hours in advance.

Choices will be limited to one day per Operator per week. When more than one Operator applies on the same day, seniority will be the determining factor. In all other cases, requests will be granted on a first-come-first-served basis.

Additional Operators may be granted banked overtime time off where the staffing exists and the above granting of time off from an Operator's overtime bank limitations may be waived.

ARTICLE 13 - OPERATOR SHIFT TRADES

13.00 OBJECTIVE

To ensure there is flexibility for Operators to trade shifts in a manner that is fair, equitable and meets legal requirements.

A Shift trade is defined as an authorized exchange of work between two Operators.

A Shift-trade may be a whole day's work or part day's work. One shift trade may not exceed one whole day (i.e. a trade of two days equals two shift trades and so on).

13.01 OPERATION OF SHIFT TRADES

- 1) Operators may trade their shifts only through the use of the Shift Trade Form.
- 2) Operators may relinquish their shift (shift relinquishment) where one Transit Operator voluntarily works for another. There must be no expectation or requirement that work be exchanged.
- 3) Operators may trade as many shifts or part-shifts, provided the shift trade is returned within a Sign-up period or 30 calendar days, whichever is greater. Both Employees are required to sign an approved Shift Trade Form and the Employee agreeing to work the shift trade then becomes responsible for the work.
- 4) Operators may make up to 20 shift relinquishments per calendar year (pro-rated for new Employees), provided an approved Shift Trade Form is submitted for each shift-trade.
- 5) More than 15 relinquishments in a calendar month will require the Employee's benefits to be paid by the Employee pursuant to Article G13.07.
- 6) Employees agreeing to work these shift trades are responsible for the work and may work as many of these trades as they want as long as their hours do not exceed the National Safety Code Rules.
- 7) Where a full day's work is traded but split and worked by two other Operators, it requires a separate Shift Trade Form covering each piece of work, and it will be counted as two trades.
- 8) In extenuating circumstances, permission may be granted to exceed the limit of 20 shift trades per calendar year that are not returned.
- 9) Requests for shift trades that exceed this 20 shift-trade maximum must be submitted in writing to the Manager and will not be implemented without signed approval.
- 10) All shift trades will be processed through payroll. The Operator who works the shift will be the Operator who is paid for the shift. The Operator who works will be paid their normal rate of pay but will not be entitled to any overtime or other premiums that would not be paid to the Operator who signed the shift.
- 11) Signed-up Operators may trade their regular work index only.
- 12) Spareboard Operators may trade their work assignment(s) that represent their day's work.
- 13) Employees are not permitted to work shift trades while they are on banked statutory holidays, Annual Vacation or any Leave of Absence.

- 14) Shift Trade Forms must be completed, signed by both Operators and submitted to the Depot Office by noon the day prior to the trade. The Supervisor or designate is responsible for ensuring that there is no violation of National Safety Code regulations and that the trade complies with Spareboard rules if they are relevant. Trades that violate the National Safety Code Regulations will not be permitted.
- 15) Operators who sign and agree to the trade on the Shift Trade Form saying that they will do the work are responsible for the work and they will be held accountable for the work. Operators who call in sick and cannot work the shift trade/relinquishment will also be unable to receive a sick pay benefit for the missed shift trade/relinquishment.
- 16) Any changes to Operator Shift Trade Forms after they are submitted nullifies the shift trades, requiring new Operator Shift Trade Forms to be submitted.
- 17) Shift trades involving probationary Employees must be approved by the Operations Manager responsible for the probationary Employee in advance of the trade request form being submitted.
- 18) Three-way shift trades are not permitted except in extenuating circumstances.
- 19) Shift Trades for cash are strictly prohibited. Any allegations of trading shifts for cash, brokering or otherwise compensating Employees as an incentive for a shift trade will be investigated and may result in disciplinary action up to and including dismissal.
- 20) In any case where either piece of a two piece shift is traded and the trading Operator calls in sick for their shift, the piece that is traded shall be covered by the Operator to whom that piece was traded to as per the accepted trade agreement.
- 21) Operators will be in violation of this Policy where:
 - work trades that interfere with other BC Transit work commitments and/or
 - which contribute to a breach of *National Safety Code* regulations; or
 - trade their BC Transit work to engage in other employment in accordance with Article G7.01 of the Collective Agreement; or
 - accept or provide any form or monetary payment for buying, selling or brokering work.

MAINTENANCE

ARTICLE 1 - HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Eight hours shall constitute a normal day's work and 40 hours shall constitute a normal Work Week of five days work followed by two days off.

1.02 WORK DAY START & FINISH TIME ADJUSTMENT

Subject to operational requirements, the regular start and finish time of an Employee's shift shall be adjusted by up to 20 minutes at the Employee's request in order to facilitate the Employee travelling to and from work on the Victoria Regional Transit System, car or van pooling.

ARTICLE 2 - HOURS OF WORK - GARAGES

2.01 DAY PERSONS

Between 06:30 and 18:00 a Day person shall work eight hours and shall have an additional one half hour off as an unpaid lunch period. The total eight hours and 30 minutes, including the lunch period, shall be an unbroken period.

2.02 OTHER SHIFTS

Shifts other than as provided by Article M 2.01 shall be for eight hours and 30 minutes consecutive, including one half hour off as an unpaid lunch period.

ARTICLE 3 - MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES

3.00 MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES

The following terms and conditions give effect to a modified Work Day for all Employees in the Maintenance Department except Interior Bus Cleaners.

3.01 DEFINITIONS AND INTERPRETATIONS

- 1) All clauses cited herein refer to those appearing in either Section G or Section M of the Collective Agreement.
- 2) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, M 3.00, the provisions of this Section shall prevail.
- 3) For the purposes of this Section, (8.58 hrs) shall mean eight hours and 35 minutes.
- 4) Except as provided in this Section, any reference to regular hours means eight hours of work.
- 5) 'M' Day means a scheduled day off with pay at the rate of eight hours at the Employee's straight-time rate of pay, taken in conjunction with their regular days off referred to in M 1.01.
- 6) 'M' Day cycle is a period of three consecutive weeks ending with an Employee's M Day.

3.02 AVERAGE WORKDAY

In any 'M' Day cycle, the average Work Day shall be approximately eight hours and the average Work Week shall be approximately 40 hours.

This will be achieved on the basis of eight hours and 35 minutes of work per day for 14 days in the 'M' Day cycle.

3.03 SCHEDULED HOURS OF WORK

On any day, an Employee's scheduled hours of work shall be eight hours and 35 minutes and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between eight hours and eight hours and 35 minutes on an Employee's scheduled Work Day shall be banked in their 'M' Day bank at straight-time rates.

3.04 SCHEDULED WORK DAY

On a scheduled Work Day, all time worked by Employees between eight hours and eight hours and 35 minutes, to a maximum of 35 minutes shall be banked in their respective 'M' Day banks.

3.05 'M' DAY ENTITLEMENT

When the Employee's 'M' Day bank has accumulated not less than eight hours, they shall be entitled to an M Day.

If an Employee's 'M' Day bank has not accumulated eight hours, top up may occur by transferring time from the following banks: Annual Vacation, banked overtime, banked statutory holidays.

The banks to be used and the order of preference will be selected by the Employee no later than the first pay period of the payroll year or as soon as is practical thereafter for new Employees.

3.06 NO NEGATIVE BALANCE

An Employee's 'M' Day bank shall not have a negative balance.

3.07 TAKEN AS TIME OFF

'M' Days earned must be taken as time off as scheduled in the shift Sign-up.

3.08 'M' DAY BANK MAXIMUM HOURS

An Employee's 'M' Day bank shall not exceed 16 hours. All time in excess of 16 hours shall be paid to the Employee at their regular straight-time rate in Pay Period 01 of the immediately following payroll year.

3.09 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS

On any day except Sunday, all hours worked in excess of eight hours and 35 minutes shall be paid at double time (2x). M 12.02 shall not apply.

3.10 PAYMENT FOR WORK ON SUNDAYS

On Sundays, Employees shall be paid at one and one-half times (1½x) of their basic hourly rate for all hours worked up to eight hours and at double time (2x) their basic hourly rate for all hours worked in excess of eight hours and 35 minutes. M12.03 shall not apply.

3.11 SHIFT PREMIUMS

On afternoon and night shifts, the appropriate Shift Premium set out in M14.01 is payable from eight hours to eight hours and 35 minutes.

3.12 TOOL ALLOWANCE

The normal hours of work referred to in M21.01 for the tool allowance shall mean eight hours and 35 minutes and the tool allowance payable for time worked between eight and eight hours and 35 minutes will accrue to the Employee’s ‘M’ Day bank.

3.13 ‘M’ DAY BANK EXCLUSIONS

Except as provided hereunder, Employees shall not accumulate time in their ‘M’ Day bank for time not worked, including reporting time as provided in G6, statutory holiday pay as provided in G10.02.1, any leaves of absence provided in G11.00 and absences for which Disability Plan benefits are payable as provided in G12.

3.14 USE OF EXCESS TIME IN ‘M’ DAY BANK

Excess time in an Employee’s ‘M’ Day bank may be used for the purpose of earning the next scheduled ‘M’ Day following an absence under G6 and G11.03 or as a top-up to vacation pay.

3.15 ANNUAL VACATION ENTITLEMENTS

Employees who complete the years of service shown under Column 1 shall be entitled to the corresponding number of hours of Annual Vacation with pay as shown in Column 2 to be taken during that year and subsequent years with Column 3 displaying the equivalent number of paid days of vacation.

Length of Service	Vacation Hours	Equivalent Eight Hour Days
1 year of service	120 hours	15
8 years of service	160 hours	20
16 years of service	200 hours	25
23 years of service	240 hours	30

3.16 ANNUAL VACATION AND M DAYS

Annual Vacation will be taken on the basis of eight hours. M time does not accrue. M Days falling within a holiday block will be taken as scheduled.

Any excess time in an Employee’s ‘M’ Day bank may be used for the purpose of earning the next scheduled M Day.

3.17 STATUTORY HOLIDAYS

1) Statutory Holiday Pay

A normal day's time, for the purposes of statutory holiday pay under G10.02.1 shall mean eight hours. This applies to all full time Maintenance Employees. The maximum number of days and hours banked shall not exceed ten days or 80 hours.

2) Employees Working Statutory Holidays

An Employee may elect to bank any statutory holidays worked and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

3) Statutory Holidays and Annual Vacation

An Employee may elect to bank any statutory holiday which falls in their regularly scheduled Annual Vacation period and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

4) Employees Not Working Statutory Holidays

Employees may elect to bank any statutory holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

5) Blocking

Employees exercising banking rights under M3.17 2) and 3) above may block statutory holiday lieu days in groups of five days or less subject to staffing requirements subject to Article M10.01 as determined by the Employer and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

6) Payment

Payment for Employees covered under M3.17 2), 3), 4) and 5) above will be at the wage rate prevailing for the Employee's job classification on the date the banked statutory holiday(s) are taken.

Banked hours may be paid out upon Employee request, payment will be processed on the next available cheque.

7) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to M3.17 2), 3), 4), 5), and 6).

3.18 DISABILITY PLAN

Absences for which Disability Plan benefits are payable will not result in the cancellation of the Employee's next M Day, provided there are sufficient hours available to top up the 'M' Day pursuant to M3.05. Time accumulated in the Employee's 'M' Day bank during the 'M' Day cycle will not be removed from the bank.

3.19 OTHER EMPLOYEES WORKING 'M' DAY

Employees who agree, when requested by the Employer, to work their 'M' Day shall be paid the rate of pay set out in M12.04.

ARTICLE 4 - MODIFIED WORK DAY FOR INTERIOR BUS CLEANERS

4.00 MODIFIED WORK DAY FOR INTERIOR BUS CLEANER

The following terms and conditions give effect to a modified Work Day for Interior Bus Cleaners who work less than an eight hour day.

4.01 DEFINITIONS AND INTERPRETATIONS

- 1) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, M4.00, the provisions of this Section shall prevail.
- 2) In this Section, six and one half hours means six hours and 30 minutes.
- 3) Except as provided in this Section, any reference to regular hours means six hours of work.
- 4) 'M' Day means a scheduled day off with pay at the rate of six hours at the Employee's straight-time rate of pay, taken in conjunction with their regular days off referred to in M 1.01. 'M' Day cycle is a period of three consecutive weeks ending with an Employee's 'M' Day.

4.02 AVERAGE WORK DAY

In any 'M' Day cycle, the average Work Day shall be approximately six hours and the average Work Week shall be approximately 30 hours. This will be achieved on the basis of six hours and 30 minutes of work per day for 14 days in the 'M' Day cycle.

4.03 SCHEDULED HOURS OF WORK

On any day, the Employee's scheduled hours of work shall be six hours and 30 minutes and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between six hours and 30 minutes and six hours on the Employee's scheduled Work Day shall be banked in their 'M' Day bank at straight-time rates.

4.04 SCHEDULE WORK DAY

On a scheduled work day, all time worked by Employees between six hours and 30 minutes, to a maximum of 30 minutes shall be banked in their 'M' Day bank.

4.05 'M' DAY ENTITLEMENT

When the Employee's 'M' Day bank has accumulated not less than six hours, they shall be entitled to an M Day.

If an Employee's 'M' Day bank has not accumulated six hours, top up may occur by transferring time from the following banks: Annual Vacation, banked overtime, banked statutory holidays.

The banks to be used and the order of preference will be selected by the Employee no later than the first pay period of the payroll year or as soon as is practical for new Employees.

4.06 NO NEGATIVE BALANCE

An Employee’s ‘M’ Day bank shall not have a negative balance.

4.07 TAKEN AS TIME OFF

‘M’ Days earned must be taken as time off as scheduled in the shift Sign-up.

4.08 ‘M’ DAY BANK MAXIMUM HOURS

The Employee’s ‘M’ Day banks shall not exceed 12 hours. All time in excess of 12 hours shall be paid to the Employees at their regular straight-time rate in Pay Period 01 of the next payroll year.

4.09 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS

On any day except Sunday, all hours worked in excess of six hours and 30 minutes shall be paid at double time (2x). M12.02 shall not apply.

4.10 PAYMENT FOR WORK ON SUNDAYS

On Sundays, Employees shall be paid at one and one-half times (1½x) of their basic hourly rate for all hours worked up to six hours and at double time (2x) of their basic hourly rate for all hours worked in excess of six hours and 30 minutes. M12.03 shall not apply.

4.11 SHIFT PREMIUMS

On afternoon and night shifts, the appropriate shift premium set out in M14.01 is payable from six hours and 30 minutes.

4.12 ‘M’ DAY BANK EXCLUSIONS

Except as provided hereunder, Employees shall not accumulate time in their ‘M’ Day bank for time not worked, including reporting time as provided in G6, statutory holiday pay as provided in G10.02.1, any leaves of absence provided in G11.00 and absences for which Disability Plan benefits are payable as provided in G12.

4.13 USE OF EXCESS TIME IN ‘M’ DAY BANK

Excess time in an Employee’s ‘M’ Day bank may be used for the purpose of earning the next scheduled ‘M’ Day following an absence under G6 and G11.03 or as a top-up to vacation pay.

4.14 ANNUAL VACATION ENTITLEMENTS

Employees who complete the years of service shown under Column 1 shall be entitled to the corresponding number of hours of Annual Vacation with pay as shown in Column 2 to be taken during that year and subsequent years with Column 3 displaying the equivalent number of paid days of vacation.

Length of Service	Vacation Hours	Equivalent 6.5-Hour Days
1 year of service	90 hours	13.85
8 years of service	120 hours	18.46
16 years of service	150 hours	23.08
23 years of service	180 hours	27.69

4.15 ANNUAL VACATION AND M DAYS

Annual Vacation will be taken on the basis of six hours and 30 minutes per day with 30 minutes of each day of vacation placed in the Employee's 'M' Day bank when taken in one, two, three, four, five or six week blocks. 'M' Days falling within a holiday block will be taken as scheduled.

4.16 RANDOM DAYS

Random days provided in G9.02 and those provided in M6.00 shall be taken on the basis of six hours and 30 minutes per day. Any excess time in an Employee's 'M' Day bank may be used for the purpose of earning the next scheduled 'M' Day.

4.17 STATUTORY HOLIDAYS

1) Statutory Holiday Pay

A normal day's time, for the purposes of statutory holiday pay under G10.02.1 shall mean six hours.

2) To exercise statutory holiday provisions, refer to procedures contained in article M3.17.

3) The maximum number of days and hours banked shall not exceed ten days or 60 hours.

4.18 DISABILITY PLAN ABSENCES

Absences for which Disability Plan benefits are payable will not result in the cancellation of the Employee's next 'M' Day, provided there are sufficient hours available to top up the 'M' Day pursuant to M4.05.

Time accumulated in the Employee's 'M' Day bank during the 'M' Day cycle will not be removed from the bank.

4.19 APPLICATION OF M6.00

M6.00 shall be deemed to include days off with pay in lieu of statutory holidays worked as provided in G10.03.

4.20 BEREAVEMENT LEAVE

Bereavement leave for an Employee on a modified work day for Interior Bus Cleaners will be based on a six hour work day, to a maximum of 30 hours under Article G11.03.1 1) or 18 hours under G11.03.1 2).

ARTICLE 5 - COMPRESSED WORK SCHEDULE

5.01 WORK DAY AND WORK WEEK

Ten hours shall constitute a normal work day and 40 hours shall constitute a normal work week of four days followed by three consecutive days off.

5.02 WORKSAFEBC

WorkSafeBC advances for Employees on a compressed Work Week will be based on ten hours per day, four days per week, subject to the WorkSafeBC reassessing the Employee's wage loss compensation in accordance with Article G12.07.1.

5.03 SICK LEAVE

Sick leave for Employees on a compressed Work Week will be based on ten hours.

5.04 STATUTORY HOLIDAYS

- 1) Statutory holiday pay for Employees on a compressed Work Week will be based on an eight hour work day. However, Employees on a compressed Work Week may request to top up such pay with time available in their own banks, in the following priority order: M time, banked overtime, banked statutory holiday pay, and vacation (first deferred, then current, then banked). Such election to top up must be made at the time of the Sign-up.
- 2) To exercise statutory holiday provisions, refer to procedures contained in Article M3.17.

5.05 BEREAVEMENT LEAVE

Bereavement Leave for an Employee on a compressed work week will be based on a ten hour Work Day, to a maximum of 40 hours under Article G11.03.1 1) or 24 hours under G11.03.1 2).

ARTICLE 6 - UNSCHEDULED DAYS OF ANNUAL VACATION

6.01 SCHEDULING OF DAYS

Maintenance Employees who are entitled to three weeks Annual Vacation will have the option of leaving one week or 40 hours of Annual Vacation unscheduled and Maintenance Employees who are entitled to four weeks or more of Annual Vacation will have the option of leaving two weeks or 80 hours of Annual Vacation unscheduled, at the time of the Annual Vacation Sign-up.

6.02 DAYS TAKEN BY MUTUAL AGREEMENT

The unscheduled days will be scheduled by mutual agreement between the Employees and their Supervisor, subject to staffing requirements, at a later date and may be taken as single, multiple days or as a block.

6.03 RULES APPLIED

The following rules shall apply to unscheduled days of Annual Vacation:

- 1) Employees must show their intent to retain the one or two weeks of unscheduled days at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- 2) Employees are required to submit a time off request sheet (TOR) prior to taking unscheduled Annual Vacation Days.
- 3) Employees shall arrange these Annual Vacation days with their immediate Supervisor, giving 48 hours minimum advance notice of their intent.
- 4) The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.

6.04 UNSCHEDULED ANNUAL VACATION DAYS

The Employer shall allow a minimum of two people off per shift where relief is not required (i.e. day and afternoon – Monday to Friday or other shifts). The Employer may allow more than two people off at one time and is at the sole discretion of the Employer subject to staffing.

ARTICLE 7 - VACATION DEFERRAL

7.00 DISPLACED VACATION

Where a Maintenance Employee is precluded from taking scheduled Annual Vacation during the calendar year in which the entitlement occurs due to leave pursuant to G12 - Disability Plan, the following shall apply:

- 1) An Employee intending to claim displaced vacation leave must advise the Employer and provide satisfactory documentation in accordance with Article G9.05 and G12.
- 2) The Employee may request to reschedule the displaced vacation in accordance with M10.01.1 4 a) to be taken by December 31 of the following year.
- 3) Where the Employee has not scheduled or taken the displaced vacation leave by December 31 of the following year, the allowable credits will be paid out.
- 4) Where it is not practical to reschedule the displaced vacation, an Employee may request a payout of the scheduled vacation time in accordance with G9.05

ARTICLE 8 - REPORTING LATE

8.00 REPORTING LATE

Any Employee who, for good reason, is unable to report for work at the specified time shall at the Supervisor's discretion be allowed to commence work 15, 30 or 60 minutes late and may make up the time at the end of their Work Day at the Employee's discretion.

ARTICLE 9 - NOTICE TO RETURN TO WORK

9.00 NOTICE OF RETURN TO WORK

Employees reporting back to work following a sickness, or returning early from an approved leave of absence, or returning from any other absence where a return time has not been previously specified, shall notify the appropriate Department 24 hours prior to returning to work.

ARTICLE 10 - ASSIGNMENT OF WORK

10.01 MAINTENANCE GARAGE

10.01.1 Garage Sign-ups

- 1) Annual Garage Sign-Up for All Classifications

An annual Garage Sign-up shall be signed and will go into effect within the first full pay period in January. The shift Sign-up will be divided into three periods permitting the choice of shift and Garage on a classification seniority basis.

The periods shall be January to March, April to September, and October to December.

2) Procedure

Lists of shift, statutory holiday and Annual Vacation Sign-ups will be posted and signed in that order. The shift bid process shall be completed four weeks prior to the start of the annual Sign-up period.

The straight time wages of the Union Representative(s) will be paid by the Employer for the purpose of participating in and operating duty Sign-ups provided they are completed in an expeditious manner.

There will be no overtime incurred as a result of shift schedule changes.

3) Statutory Holidays

Statutory holidays are to be signed in order of classification seniority within the shift signed and on a regular day of work.

i.e. Day Shift – any shift between 04:00 start and 18:00 finish

Afternoon Shift – 15:00 start and 03:00 finish

Night Shift – 22:00 start and 08:00 finish

These shift definitions are not intended to impact any other article not mutually agreed to.

4) Annual Vacation Sign-Up Procedures

a) Employees may exercise their section seniority to bid for Annual Vacation in weekly blocks. Once this weekly block bid is complete, Employees may exercise their section seniority to bid for single days of Annual Vacation. Once the week and single day bid process has been completed, Employees must have signed the minimum number of days of Annual Vacation outlined in M6.01. Both bids will be completed by February 15 of each calendar year. The Employer will post the approved vacations no later than February 28 of each calendar year.

The Employer shall allow Maintenance Section Employees off pursuant to the following allotment:

Mechanics Day	2 people off per shift in each Depot
Mechanics Afternoon	2 people off per shift in each Depot
Body Persons VTC	2 people off
Body Persons LTC	1 person off
Tire Persons	1 person off
Utility Persons	2 people off in each Depot
Service Persons	2 people off in each Depot
Interior Bus Cleaner	1 person off in each Depot
Electronics Technician	1 person off
Mechanic Welder	1 person off

Mechanic Machinist	1 person off
Apprentices	1 person off in each Depot
Facilities Technician	1 person off
Janitor	1 person off

The Employer will allow a two day overlap within a seven day period per classification where two Employees wish to vacation during the same vacation blocks.

- b) After the previous process is completed, requests for Annual Vacation during a Sign-up period will be granted on a first-come-first-served basis as per M6.00.

The Employer may allow more people off at one time, but it is at the sole discretion of the Employer subject to operational requirements.

5) Committee

The suggestions of the Maintenance Consultative Committee as set out in M25.00 as to the construction of shift Sign-ups shall be adopted as far as possible. The Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

The Employer will provide information on all changes to the Sign-up sheets to the Maintenance Consultative Committee and the Maintenance Sign-up Representative (elected/appointed by the Union).

10.01.2 Assignment Of A New Employee

In order to train and familiarize new Employees, Management can assign them to various shifts at various locations during their probationary period only.

Where an Employee starts after the Sign-up has commenced, the Employee will be assigned to a similar shift to the most junior Employee in the respective classification for the duration of the Sign-up. If this is not practical for operational reasons, a smaller Sign-up will be held.

New Employees on temporary assignments to another Garage start and finish their shifts at their temporary location.

10.01.3 Assignment Of Other Employees

In order to train and familiarize Employees in a new classification the Employer may assign Employees to various shifts at various locations for up to a maximum of 14 Work Days.

10.01.4 Return To Work

Employees who have been absent and removed from the Sign-up will advise their Supervisor as soon as possible that they have been cleared to return to work. This may include medical verification if applicable. Where the return occurs after the Sign-up has commenced, these Employees may select to work on any shift that has been signed by an Employee with less classification seniority.

These returning Employees will remain there for the duration of the Sign-up. If this is not practical for operational reasons, a smaller Sign-up will be held for the returning Employee and all those with less seniority in that classification.

ARTICLE 11 - ASSIGNMENT OF OVERTIME WORK - SHOPS AND GARAGES

11.01 OVERTIME OFFERED

Overtime work in the Maintenance Department will be offered to Employees pursuant to the following:

- 1) Overtime will be offered only to Employees who have informed the Employer of their intent to perform overtime pursuant to the following procedures:
 - a) All overtime will be offered on a rotational basis starting annually with the most senior Employee.
 - b) Employees shall be able to continue accepting overtime until they have performed 20 hours of overtime.
 - c) The exception to this rule would be those hours above the 20 hour cap that the person takes to complete a piece of work.
 - d) Once an Employee has performed 20 hours of overtime, overtime will then be offered to the next senior Employee until the list of Employees wishing to perform overtime has been exhausted.
 - e) Overtime will then again be offered to the senior Employee using the same rotation order and 20 hour limit.
 - f) Notice of emergency call outs will be given as early as possible.
 - g) This provision also applies to X Employees.
 - h) This provision shall apply to new Employees who have indicated a desire to work overtime.

11.02 INCIDENTAL OVERTIME

Incidental Overtime is work that presents itself 24 hours or less from the time that the work must be done and must be performed by Employees on the shift in which the overtime occurs.

Where a night shift Employee books off, and there is no 'X' Employee available to cover the work, this work shall be deemed to be incidental overtime and shall not be posted.

11.03 SCHEDULED OVERTIME

Scheduled overtime is work that presents itself more than 24 hours prior to the time that the work must be done.

Scheduled overtime shall be posted and may be claimed by Maintenance staff, in rotation order, that have indicated their intent to accept overtime as set out above.

There will be no travel time incurred as a result of working overtime at another facility.

11.04 NOTICE TO WORK OVERTIME

11.04.1 Overtime Notice

All available overtime shall be posted for viewing in the area where time slips are filled out or another designated location mutually agreed to by the Employer and Union.

A current list of Employees, who have made the Employer aware of their intent to accept overtime, as outlined above, will be posted.

A current overtime distribution list, updated weekly or when a new piece of overtime arises, will be posted.

11.04.2 Payment

When Maintenance Employees make themselves available for overtime pursuant to the terms and conditions of this Agreement and are mistakenly not assigned overtime or are assigned a shorter piece of overtime than they rate, those Employees shall be paid as though they actually worked the overtime including all applicable premiums.

11.05 20 HOUR LIMIT

All overtime worked is used to calculate the 20 hour limit. This provision also applies to 'X' Employees.

However, after an 'X' Employee reaches their 20 hour limit, they still must perform overtime with respect to shift relief.

11.06 SHIFT TRADING RULES

Where a shift trade is approved by the Union, the Employer shall ensure that the trade is implemented unless it presents an undue hardship to the Employer. Such denials must be in writing explaining the reasons the trade was denied. The final decision on shift trades rests with the Employer.

11.07 NIGHT SHIFT MECHANIC WORKING STATUTORY HOLIDAY

When a statutory holiday is a Monday, the Night Shift Mechanic shall be given the option of working or not working the Sunday Night Shift, subject to the availability of relief coverage either by 'X' relief or overtime.

ARTICLE 12 - METHOD OF PAYMENT

12.00 METHOD OF PAYMENT

"Regular Rate" shall mean the applicable straight-time hourly rate of pay set out in the Wage Schedule.

12.01 PAYMENT FOR OVERTIME WORK

Overtime will be computed on a 24 hour day commencing from the starting time of an Employee's regular signed-up shift.

There shall be no compounding of premiums, however, it is understood that the shift premiums shall be paid in addition to overtime rates although the premium shall remain the same (i.e. straight pay instead of double time on the premium itself). This provision shall also apply to 'X' Employees.

12.02 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS

All hours worked in excess of the regular scheduled hours of work shall be paid at double time (2x).

12.03 PAYMENT FOR WORK ON SUNDAYS - GARAGES

Employees shall be paid at one and one-half times (1½x) their basic hourly rate for all regularly scheduled hours worked on Sundays and at double time (2x) their basic hourly rate for all hours worked in excess of their regularly scheduled hours worked on Sundays.

12.04 PAYMENT FOR CALLOUT ON A DAY OFF

If Employees are called out on their scheduled day off they shall be paid a minimum of four hours as follows:

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to nine hours	2x
From nine hours to ten hours and 30 minutes	2¼x
After ten hours and 30 minutes	3x

This provision does not apply to Employees effecting an exchange of days off. An exchange of days off shall require prior approval of the Employer.

12.05 PAYMENT OF A CALLOUT

Where Employees are called out outside of their regularly scheduled shift, the Employees will be compensated for work performed at the rate of double time (2x) their regular straight-time hourly wages to the greater of either the actual time worked or four hours.

Where Employees commence overtime work more than four hours prior to their scheduled shift, they shall not be required to continue into their next scheduled shift until eight hours have elapsed from the time the overtime work finished.

The Employees shall suffer no loss of pay, calculated at normal straight-time rate, for that portion of their next scheduled shift not worked because of the eight hour rest period. Upon expiry of the eight hour rest period, the Employees must return to work and complete the scheduled shift in order to qualify for payment, at their normal straight-time rate for the remainder of this shift.

12.06 PAY FOR TRAINING

All training will be paid at straight time rates. The Employer will endeavour to provide training to Employees during their regular signed shift.

If training cannot be conducted during an Employee's regular signed shift, upon mutual agreement, the Employee's shift will be temporarily altered to attend the training session. The Employee shall suffer no loss of pay including applicable premiums as a result of the shift alteration. Afternoon shift Employees scheduled to attend day time training the following day, shall be entitled to an eight hour rest period and will suffer no loss of pay.

In the event the shift alteration requires backfilling which would attract overtime, the Employee will have the first right of refusal to work the vacated shift. The decision to backfill these positions will be determined by the Employer.

In any case where an Employee works more than 40 hours in a work week, that Employee shall be paid all applicable overtime premiums.

12.07 PAY FOR TIME CHANGES

When the time changes from Pacific Standard Time to Pacific Daylight Saving Time, or vice versa, Employees affected by this change shall be paid for all time worked. The Employer shall ensure the Employees receive their scheduled hours of work as defined in M3.03, M4.03, or M5.01.

Any modification to shift starts or finishes to achieve this shall be at the discretion of the Supervisor upon notification to affected Employees.

12.08 TEMPORARY RELIEF ON A HIGHER PAID JOB

If Employees are temporarily assigned to do work which pays a higher regular rate than their normal classification, then they shall receive the higher rate while engaged in the higher paid classification.

12.09 MEALS

12.09.1 Meals - Overtime Worked Following A Normal Shift

If Employees are required to work more than four hours of overtime immediately following their normal working shift, they will be paid one-half hour in lieu of a meal at the prevailing overtime rate. For each additional four hours worked such an Employee will receive an additional payment of one-half hour in lieu of a meal at the prevailing overtime rate.

12.09.2 Meals - On Callouts

If Employees are called out for more than four hours, they will be paid one-half hour in lieu of a meal at the prevailing overtime rate.

For each additional four hours worked such Employees will receive an additional payment of one-half hour in lieu of a meal at the prevailing overtime rate.

12.09.3 Meals - Overtime Within 24 Hours Of Normal Start Time

For each four hours overtime worked within 24 hours of the start time of an Employee's normal working shift, the Employee will, at the Employee's choice, receive an additional payment of one-half hour in lieu of a meal at the prevailing overtime rate or one-half hour paid meal break.

12.09.4 Meals - Missed On A Normal Shift

If Employees are required to work through the meal break which is normally provided during their shift, then they will be provided with either an alternative one-half hour meal break or payment in lieu of a meal break equal to one-half hour at 200% of their regular straight-time rate.

ARTICLE 13 - TRAVEL

13.01 TRAVEL BY GARAGE DEPARTMENT EMPLOYEES

Employees temporarily transferred from their home Garage to any other Employer Bus Garage shall be paid travel time at straight time rates.

A temporary transfer is one day or less.

If mutually agreed by the Employer and Employee, the Employee may waive such travel time and work the signed up hours at the Garage that is most convenient.

ARTICLE 14 – PREMIUMS

14.01 SHIFT PREMIUM – SHOPS AND GARAGES

Effective April 1, 2020.

Garage Employees shall be paid the following shift premiums for time worked on the afternoon and night shifts. The shift differentials shall be paid separate from the wage rate for time worked on the appropriate shift as defined by past practice.

Afternoon Shift: \$1.70 per hour
(Any hours between 16:30 and 24:00)

Night Shift: \$2 per hour
(Any hours between 24:00 and 06:30)

14.02 OTHER

Employees cleaning buses shall receive a premium equal to 50% of their normal straight time when:

- 1) required to clean vomit or excrement from BC Transit vehicles;
- 2) required to remove and/or contain medical products or waste (i.e. hypodermic needles) as may be mutually agreed to be potentially hazardous.

ARTICLE 15 - TRANSFER, PROMOTION AND LAYOFF

15.01 SHIFT VACANCIES BETWEEN SIGN-UPS

15.01.1 Vacancies Posted

All vacancies will be posted at all Garages and will be open to applicants from those Garages.

15.01.2 Interested Employees

Employees interested in changing job locations or shift must apply for the initial job posting to be eligible for subsequent vacancies occurring from the posting.

15.01.3 Successful Applicant

The successful applicant will be selected from among the most senior eligible Employees applying who possess the proficiency, experience and training required for the job.

15.01.4 No Successful Applicant

Where there is no successful applicant, the shift will be temporarily assigned to X Employee as provided by M24.07 until the vacancy is otherwise filled.

15.01.5 Vacancy To Be Filled

The Employer will determine whether or not a vacancy will be filled in any classification on any shift.

15.02 FAILURE TO QUALIFY AFTER PROMOTION - MAINTENANCE GARAGES

If Employees fail to qualify for the advanced position within a three month period following promotion, then they can exercise the seniority they held in their previous job for obtaining other work.

All time spent in the advanced position will be included in their seniority.

ARTICLE 16 - CHARGE HANDS/LEAD HANDS

Effective April 1, 2020.

16.01 RESPONSIBILITIES OF CHARGE HANDS

Charge Hands shall have the responsibility for the direction of all Unifor classifications working on shift, assigning work and monitoring quality and results; supporting the Maintenance Department's work plans and schedules including oversight of work orders; assisting in the monitoring of facilities, tools, vehicles, equipment ensuring appropriate people and equipment resources to fulfill the work requirements; reporting areas of concern; supporting Operations in managing radio calls and organizing road calls; liaising with other departments and outside contractors when required. The Charge Hands uphold all safety protocols and regulations related to the maintenance and repair of a transit fleet. The Charge Hands will perform skill trade duties as required. The Charge Hand may also be required to assist with training of Apprentices.

16.01.1 Assignment

BC Transit will maintain one full time Charge Hand per shift per depot.

16.01.2 Qualification

The Employer will post for all vacant Charge Hand positions. The Employer shall select successful applicants on the basis of ability and seniority. Charge Hands and Relief Charge Hand lists shall be reviewed at a minimum of three times annually during the sign up shift change, and vacancies shall be posted before the new sign up takes effect.

16.01.3 Relief Charge Hands

When the full time Charge Hand is absent a Relief Charge Hand will take their place. A Relief Charge Hand will be selected on the basis of ability and seniority.

16.01.4 Failure To Qualify

If a Charge Hand is unable to fulfill responsibilities as defined in M16.01, the Charge Hand can exercise the seniority they held at the time of the sign up in accordance with Article M15.02.

16.01.5 Full Time Charge Hand Rates

Charge Hands shall be paid a premium of 10% of their hourly rate in addition to their straight time wages.

16.01.6 Relief Charge Hand Rates

Relief Charge Hands shall be paid a premium of 10% of their hourly salary in addition to their straight time wages when assigned to perform Charge Hand duties.

16.01.7 Duty Of Other Employees

Employees working under a Charge Hand shall accept their direction and instruction.

16.01.8 Report To Union

To discipline Employees for failing to follow proper instructions by reporting such instances to the Union Office.

16.02 RESPONSIBILITIES OF LEAD HANDS

Reporting to the Maintenance Supervisor or Charge Hand on shift, Lead Hands shall have the responsibility for assisting in the direction of all Unifor members working on Service Island, assigning work and monitoring quality and results; supporting the Maintenance Department's work plans and schedules including oversight of and assisting in the monitoring of facilities, tools, vehicles, equipment; ensuring appropriate people and equipment resources to fulfill the work requirements; reporting areas of concern as required. Lead Hands uphold all safety protocols and regulations related to the servicing of a transit fleet. Lead Hands will perform other duties as required. Lead Hands may also be required to assist with training of new Service People.

16.02.1 Assignment

BC Transit will maintain one full time Lead Hand per shift per depot.

16.02.2 Qualification

The Employer will post for all vacant Lead Hand positions. The Employer shall select successful applicants on the basis of ability and seniority.

Lead Hands and Relief Lead Hand lists shall be reviewed at a minimum of three times annually during the sign up shift change, and vacancies shall be posted before the new sign up takes effect, or as required.

16.02.3 Relief Lead Hand

When the Lead Hand is absent, a Relief Lead Hand will take their place. A Relief Lead Hand will be selected on the basis of ability and seniority.

16.02.4 Failure To Qualify

If a Lead Hand is unable to fulfill responsibilities as defined in M16.02, the Lead Hand can exercise the seniority they held at the time of the sign up in accordance with Article M15.02.

16.02.5 Lead Hand Rates

Lead Hands shall be paid a premium of 7.5% of their hourly rate in addition to their straight time wages.

16.02.6 Relief Lead Hand Rates

Relief Lead Hands shall be paid a premium of 7.5% of their hourly salary in addition to their straight time wages when assigned to perform Lead Hand duties.

16.02.7 Duty Of Other Employees

Employees working under a Lead Hand shall accept their direction and instruction.

16.02.8 Report To Union

To discipline Employees for failing to follow proper instruction by reporting such instances to the Union Office

ARTICLE 17 - ESTIMATION OF ACCIDENT DAMAGE

17.00 ESTIMATION OF ACCIDENT DAMAGE

Qualified Body Persons shall be paid \$.90 per hour over the Body Person's regular rate anytime a written repair estimate is required related to damage on transit vehicles.

ARTICLE 18 - TRAINING PROGRAMS

18.00 TRAINING PROGRAMS

The Training Programs are designed to provide opportunities for suitable Employees to acquire the qualifications through classroom and on-the-job training for a classification to which they aspire.

18.01 APPRENTICE TRAINING PROGRAM AND COMMITTEE

18.01.1 Apprentice Training Program

1) 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 trades to which they aspire.

The Employer, in consultation with the Apprenticeship Committee, 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.

It is understood that 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.

2) Definitions

“Employer” shall mean BC Transit, and the term “Union” shall mean the duly authorized representatives of Unifor and its Local 333BC.

“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 reviewed by the Apprenticeship Committee and 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 enrollment in a provincially certified program.

“Committee” shall mean the Apprenticeship Committee established under the standards of the Apprenticeship Program.

“Supervisor” shall mean the Maintenance Supervisor of the shop 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 Apprenticeship Committee and amended by such Committee from time to time.

“Shop” shall mean Garage location or technical training institution.

18.01.2 Apprentice Training Committee

There will be an Apprentice Training Committee, consisting of two Union representatives from Maintenance and two Employer representatives.

The Chair shall be shared jointly. The Employer will pay for the Union representatives to attend meetings not less than two times per year. The Committee will be responsible for the general administration of the apprentice training program.

The Committee shall meet as required to:

- 1) compile, maintain, and update an Apprenticeship Program Manual detailing rotational training and experience, supervision, Employer and Apprentice operational and financial commitments, and record-keeping requirements;
- 2) ensure that each newly hired Apprentice is informed of the responsibilities they are about to accept as well as the training, experience, and supervision they will receive;
- 3) discuss and determine the withholding of an Apprentice’s scheduled wage increase in the event of delayed or delinquent progress;
- 4) offer constructive suggestions for the improvement of training on the job;

- 5) verify an Apprentice's satisfactory completion of the apprenticeship program and recommend to the Registration Agencies that the appropriate certificate(s) be issued to the individual;
- 6) ensure the successful operation of the Apprenticeship Program under these Standards.

A Sub-Committee consisting of two of the four Committee members, one representing the Employer and one representing the Union, shall meet tri-monthly, or more frequently if required, to:

- 1) resolve issues involving Apprentices which relate to their apprenticeship;
- 2) review the Apprentice's logbook and Supervisor's monthly report on each Apprentice.

18.01.3 Applications

Applications for admission into the apprentice training program will be received from Employees who meet the requirements in the Apprentice Program.

18.02 SETTLEMENT OF DIFFERENCES

Any matters that may arise within the Apprenticeship Training Committee and on which the members of the Committee are evenly divided and unable to resolve, may be referred to the Company designate responsible for Maintenance for final determination, except where the matter was the subject of prior agreement.

18.03 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. Shop training will encompass all aspects of the intended classification as far as facilities in the Employer Garages 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. This agreement will be appended to the current Employer Apprenticeship Guide.

Apprentices, upon successful completion of their apprenticeship, will be assigned work as outlined in M 10.01.4.

Wages while attending school and reimbursements will be paid as outlined in the current Employer Apprenticeship Guide or as amended by mutual agreement of the Parties.

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.

18.04 PLACEMENT ON COMPLETION OF TRAINING

Upon successful completion of the Apprenticeship Program, the Apprentice will be given credit for seniority in their skilled trades classification, back to the date they commenced their apprenticeship.

Using this seniority, they will dovetail within the applicable Skilled Trades classification seniority list. If no vacancy exists, Employees in the affected trade classification shall be laid off as per G 8.03.

18.05 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.

18.06 INDUSTRY TRAINING AUTHORITY

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

ARTICLE 19 - FIRST AID

19.00 FIRST AID

The Employer shall appoint competent first aid persons to cover first aid work at each location in accordance with WorkSafeBC regulations.

All Employees who have been trained by the Employer in first aid and who are currently certified shall be paid the applicable OFA First Aid premium for all hours worked, regardless of whether or not they are serving as the designated first aid person on any shift. The Employer may also deem Employees with previous first aid training to be eligible for this premium.

Requalification or recertification for first aid will be offered in seniority order in the required locations and/or shifts to ensure that the minimum levels are maintained at all times.

ARTICLE 20 - CLOTHING

20.01 COVERALLS

The Employer will supply, maintain and clean coveralls for each Maintenance Employee in the Garages. Additional spare coveralls of various sizes will be made available at Garages. The Employer shall ensure that on any day, each Employee has access to a clean pair of coveralls (subject to an event beyond the control of the Employer).

20.02 GLOVES

Rubber gloves will be supplied to Employees working in wash racks for use on the job. Gloves will be supplied to Employees on service calls handling cable.

20.03 WINTER CLOTHING

For all Maintenance Employees, the Employer shall provide:

- 1) one winter jacket or one rain coat and
- 2) one vest

The Employer shall also provide one set of rain gear to all Service Persons.

Replacement thereafter shall be based on proof of need by an Employee to their Supervisor.

ARTICLE 21 - TOOLS

21.01 TOOL ALLOWANCE

Effective April 1, 2020.

The Employer will pay a tool allowance to Employees who occupy job categories which are designated in the wage schedule to receive this allowance. Employees eligible for the tool allowance will be required to provide their own hand tools, except for special tools, which are supplied by the Employer. The Employer and the Union will undertake periodic joint inspection of tool kits.

The tool allowance of \$.50 per hour will be included in the wage rate of all Employees as noted above.

21.02 TOOL INSURANCE

The Employer will provide tool insurance to Tradespersons on the following basis:

To qualify for insurance reimbursement, the Employee must have provided documentation to the Employer on the approved tool insurance form showing the tools kept on the premises. The maximum reimbursement will be \$55,000 and any reimbursement is subject to the deductible amount of \$500.

21.03 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 the Commercial Vehicle Inspection Program.

This article shall apply to all future technology tickets where inspections are required such as gas, or electricity.

ARTICLE 22 - JOB CLASSIFICATIONS – GARAGES

22.01 SKILLED TRADES CLASSIFICATIONS

Skilled Trades for the purpose of this agreement shall be the following classifications:

- Mechanic
- Mechanic/Machinist
- Body Person
- Mechanic/Welder

- Electronic Technician
- Facilities Technician
- Tire Person

Tradespersons must be fully qualified and will be required to undertake completion of any work which may be assigned within their own classification.

Definition of Skilled Trades

- 1) The term Journeyperson as used in this article shall mean any person:
 - a) Who presently holds a Journeyperson classification in a Skilled Trades classification listed above; or
 - b) Has completed a bona fide apprenticeship of four years, 8000 hours and holds a Certificate of Apprenticeship which substantiates such claim; or
 - c) Has acquired eight years of trade practical experience in the Skilled Trade in which they claim Journeyperson status and can prove the same, and who holds a Certificate of Qualification.
- 2) Entry in to the Skilled Trades shall be limited to persons:
 - a) Who qualify as Journeyperson under the provisions set forth in the immediately preceding paragraphs, or
 - b) Who qualify for Journeyperson status through the Apprenticeship Program negotiated between the Parties, or
 - c) Who provide documents as of date of hire proving their claim to Journeyperson status to both the Company and the Union Skilled Trades Representative.

22.01.1 Serviceperson

Will perform any duties incidental to the servicing of buses such as fuelling, checking and maintaining proper oil and water levels, washing and cleaning the interiors and exteriors of buses.

May be required to hostile, operate or drive any equipment incidental to Garage work.

While assisting Journeypersons, perform any duties incidental to Garage work which will include, but not be limited to:

- 1) assisting in the carrying out of inspections, repairs and overhauls to equipment;
- 2) assist Journeypersons to carry out minor repairs and adjustments to equipment;
- 3) obtaining of parts, tools and supplies;
- 4) acting as helpers to Tradespersons and Journeypersons in any classification.

Servicepersons may be required to use any tools necessary in carrying out their duties but will not be required to own tools.

Servicepersons acting as Utility persons will receive Utility persons pay commencing on the third day of any specific relief.

22.01.2 Utility Person

a) Utility Person Garage

While assisting Journeypersons, perform any duties incidental to Garage work which will include, but not be limited to:

- 1) Assisting in the carrying out of inspections (i.e. responsible for draining and refilling all oils, filter replacement and lubricating all necessary parts as per the bus inspection sheet).
- 2) Assisting Journeypersons to carry out minor repairs and adjustments to equipment.
- 3) Obtaining of parts, tools and supplies.
- 4) Acting as helpers to garage Journeypersons
- 5) Maintaining supplies of all bulk fluids (i.e. all oils and antifreeze).
- 6) Replacing Tire Person when necessary.
- 7) General Garage housekeeping in the absence of the Janitor.
- 8) Perform change-offs and other duties assigned by the Shift Supervisor.
- 9) Maintains records of vehicle mileage, inventory and dispersal of lubricants, antifreeze and other products as required.

b) Utility Person Facilities

Under the direction of Maintenance Supervisors or designated Tradespersons, the Utility Person (Facilities) will act as a helper to the Facilities Technicians to inspect, troubleshoot, test, repair and perform maintenance on a variety of systems associated with BC Transit's facilities, which include but will not be limited to:

- 1) Inspecting, troubleshooting, testing, repairing and performing maintenance on a variety of systems with BC Transit facilities.
- 2) Carrying out regular yard, garage and building checks including perimeter areas, associated equipment and security system checks, and proper functioning of doors and windows and related equipment.
- 3) Carrying out daily fuel island, bus wash and related equipment inspections; maintaining and cleaning bus wash and fuel islands including drain ways, California drains and sumps.
- 4) Maintaining and operating water treatment plant.
- 5) Carrying out minor plumbing and carpentry maintenance and repairs.
- 6) Performing patching, priming and painting duties.
- 7) Carrying out installation of equipment such as large monitors, shelves, cabinets, and whiteboards.
- 8) Maintaining a variety of records including reports on damages, repetitive or recurring issues.
- 9) Transporting materials as required.
- 10) Assisting Facilities Journeypersons as assigned.

22.01.3 Tire Person

Tire Persons replace tires on all BC Transit vehicles; repairs flats and balances wheels on all BC Transit vehicles; replaces worn and unusable tires on rims with new or replacement tires and torques wheels and re-torques as per BC Transit and CVSE guidelines.

22.01.4 Preparatory Painter

Persons who by their qualifications can satisfactorily clean, sand and mask work preparatory to being painted, and also apply paint in a satisfactory manner to parts of vehicles not requiring high grade or varnish finish, such as floors, outside roof and bottom of vehicle, shall be considered a Preparatory Painter.

22.01.5 Bus Dispatcher

The Employer will pay a premium of \$1 per hour over the Serviceperson's rate for time spent dispatching buses, with a minimum payment of two hours.

22.01.6 Interior Bus Cleaner

Hours of Work: Four to eight hours per day.

Coverage: Interior Bus Cleaners shall be eligible for coverage on all Employer Welfare Plans and Employer Pension Plans.

22.02 INCIDENTAL WORK

The maintenance of all necessary records and reports is incidental to any job classification covered by this Agreement. Employees may be required to operate any vehicle as a duty incidental to their work.

22.03 REST PERIODS

Employees will have two, ten minute rest periods in each full shift and Management will designate the time when these rest periods will be taken.

ARTICLE 23 - JOB CLASSIFICATIONS, TRANSPORTATION, BUILDING MAINTENANCE

23.01 JOB CLASSIFICATIONS

Trade Classifications, Facilities Technician, and Janitor.

23.01.1 Janitor Hours Of Work

The Janitor will work from 06:00 to 14:35, with a one-half hour unpaid lunch, or such other hours as are mutually agreed.

23.02 REST PERIODS

Employees may have two, 15 minute rest periods in each full day shift and Management will designate the times when these rest periods may be taken.

ARTICLE 24 - 'X' EMPLOYEE WORK PRACTICES

24.01 GENERAL

24.01.1 Shift Requirements

An Employee signing an X shift may be required to work various shifts and to have various consecutive day-off combinations.

24.01.2 Contact Information

X Employees shall immediately advise the Shop Supervisor of any changes to their telephone number.

24.01.3 Employer Discretion

The Employer has the sole discretion of deciding whether a shift of an absent Employee is covered and whether such a shift will be covered in whole or in part.

24.01.4 Not To Be Called

'X' Employees will not be called in for relief purposes the two days immediately preceding and following their scheduled time off of five days, or multiples of five days, unless the 'X' Employees have indicated they will be available to work.

24.01.5 Statutory Holiday

An 'X' Employee may sign for work on a statutory holiday performing work assigned to the 'X' Employee's job classification.

24.01.6 Eighth Day

Despite M 24.07, an 'X' Employee may be permitted to work eight consecutive days.

24.01.7 Sixth And Seventh Consecutive Days

Relief work performed by 'X' Employees on their sixth or seventh consecutive day, and the fifth day for those on a compressed schedule, will be paid at the rate of double time (2x) at their straight-time hourly rate and the provisions of M12.04 shall not apply in any seven day period.

24.01.8 Calculations

For the purpose of calculating the sixth or seventh consecutive working day, and the fifth day for those on a compressed schedule, an M Day, an unscheduled day of Annual Vacation, a day of banked statutory holidays or a leave of absence with pay will be considered as a day worked.

24.01.9 Eight Hours Between Shifts

Where 'X' Employees are relieving outside of their regularly scheduled shift, they shall not be required to continue into their next scheduled shift until eight hours have elapsed from the time the relief work finished.

The 'X' Employees shall suffer no loss of pay, calculated at normal straight-time rate, for that portion of their next scheduled shift not worked because of the eight hour rest period.

Upon expiry of the eight hour rest period, the 'X' Employees must return to work and complete the scheduled shift in order to qualify for payment, at their applicable rate for the remainder of the shift.

24.01.10 Operations Changes – Garages

When changes take place in the operation of Maintenance Garages which necessitate changes in personnel, adjustments may be made by moving 'X' Employees within a location or from any location. If further changes are required a new Sign up may be held.

24.02 RELIEF WORK OF MORE THAN SEVEN DAYS

24.02.1 Employee Absence

Where an 'X' Employee covers another Employee's absence which exceeds one calendar week, the 'X' Employee shall assume the days off, hours of work and all other work signed or assigned to the absent Employee including statutory holiday work.

24.02.2 Other Employee's Work

An 'X' Employee selecting an absent Employee's work by seniority must complete the work, subject to M24.02.5.

24.02.3 Additional Cost

Provided there is no additional cost to the Employer, a senior 'X' Employee may pass down part of a forced relief assignment when a junior 'X' Employee becomes available.

24.02.4 Maximum Time

The maximum time 'X' Employees will be away from their home base is six weeks.

The 'X' Employees will be rotated after six weeks.

24.02.5 More Than One 'X' Employee

Where there is more than one 'X' Employee available, an 'X' Employee may cover another Employee's absence for a maximum period of six weeks after which another 'X' Employee will cover the absence for the same maximum period.

24.02.6 Junior 'X' Employee

A junior 'X' Employee will cover work signed by a senior 'X' Employee only during the senior 'X' Employee's absence after which the senior 'X' Employee will resume coverage.

24.03 RELIEF WORK OF SEVEN DAYS OR LESS

24.03.1 Less Than A Full Shift

Any work of less than a full shift will be covered by overtime.

24.03.2 Vacant Shift

Where there are 'X' Employees available, the Employer will make a reasonable effort to cover all vacant full shifts by an 'X' Employee. A reasonable effort shall be one telephone call per day.

24.03.3 Exceptions

Despite the foregoing, a full shift may be covered by overtime until relief by an 'X' Employee can be arranged.

24.04 'X' EMPLOYEE WORKING SCHEDULED M DAY

An X Employee required, on their scheduled M Day, to perform relief work will have their 'M' Day rescheduled to a day mutually agreed upon between them and their Supervisor at no extra cost to the Employer.

24.05 'X' RELIEF EMPLOYEES

When an Employee signed into an 'X' relief shift with an 'M' Day schedule is assigned to relieve another Employee on a compressed schedule, the 'X' relief will normally work only eight hours and 35 minutes, and any additional hours required on the shift will be paid at overtime rates.

The Maintenance Supervisor will advise the X-relief Employee of the assigned hours for each relief assignment.

24.06 DAYS OFF – 'X' EMPLOYEES

An 'X' Employee shall not work more than seven consecutive days without a day off without the Employee's agreement.

Note: both Parties agree that this means that the Employee's eighth and subsequent day(s) will be paid at straight time.

Work performed by 'X' Employees on their sixth or seventh consecutive working day and the fifth day for those on a compressed schedule will be paid for at double time (2x) of the Employee's straight time rate.

Day off adjustments will be made by mutual agreement between the Employees and their Supervisor.

ARTICLE 25 - MAINTENANCE CONSULTATIVE COMMITTEE

25.00 MAINTENANCE CONSULTATIVE COMMITTEE

The Maintenance Consultative Committee is a forum to provide information exchange between Union and Management, and an opportunity for input from Union representatives into operational issues affecting members in Maintenance, such as work scheduling, shift Sign-up procedures, apprenticeships, clothing and consumables, organizational change, etc.

The Committee shall consist of two Employer appointees and two Union appointees. Union appointees will be paid at straight time rates for time spent in such Committee meetings. Either Party

may bring additional representatives to provide input to the issues under discussion, however the Employer will not be responsible for the wages of additional Union representatives.

Minutes of each meeting will be posted in places accessible to Maintenance Employees. The Committee will meet monthly except as mutually agreed otherwise.

Meeting minutes shall be approved by the Parties prior to them being posted. Agenda items shall be submitted to each Party not less than one week prior to the date of the next meeting.

25.01 JOINT MAINTENANCE TRAINING COMMITTEE

The Employer and the Union agree to maintain a Joint Maintenance Training Committee comprised of two Employer appointees and two Union appointees. The Union appointees will be paid at straight time for time spent at Training Committee meetings. Either Party may bring additional representatives to provide input into the issues under discussion; however, the Employer will not be responsible for the wages of additional Union representatives.

The Committee will review and discuss the annual training requirements of BC Transit Maintenance and will have opportunities to discuss new technology that may be introduced into the Victoria Regional Transit System.

The Committee will develop a process that identifies the training needs of Maintenance staff and BC Transit which includes a plan for administering training in the most cost effective and fair manner while respecting seniority. The Committee will create an annual Maintenance training plan, including internal and external training.

The Employer will commit to providing 2,000 hours per year, paid at straight time, of equipment specific training to Maintenance Employees.

The Committee will review the effectiveness of the annual plan at the end of each year.

The Employer will endeavour to make the training plan available to all Maintenance staff in order that they can sign shifts to take advantage of training opportunities.

The Employer will provide a training officer to support the work of the Committee.

The Employer and the Union agree to collaborate and establish a strong training foundation for Employees to meet the standards and expectations for maintaining BC Transit's assets.

ARTICLE 26 - BANKED OVERTIME

26.00 BANKED OVERTIME

Maintenance Employees may bank a maximum of 80 hours of overtime, Sunday and Stat premium pay in an overtime bank.

- 1) This banked time may be used in single day or week block increments after the completion of the Annual Vacation Sign-up according to the following:
 - a) Employees must show their intent to bank to a maximum of 80 hours at any one time prior to the first pay period of the year.

- b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - c) The scheduling of banked overtime, up to a maximum of 80 hours in a calendar year shall be subject to staffing requirements as determined by the Employer.
 - d) Following the completion of the Annual Vacation Sign-up, Employees may request banked overtime for open slots as outlined in M10.01.1 (4).
 - e) Random days of banked overtime not scheduled as outlined above may be requested up to 48 hours but no more than 90 days prior to the date of leave. The Employer will endeavour to respond seven days prior to the date of request when applicable.
 - f) Time off requests will not be accepted unless the Employee has the time in their bank at time of submission.
- 2) Any unused portion in a Maintenance Employee's overtime bank may be paid out at any time at the request of the Employee, subject to the following;
- a) The request shall be made in writing;
 - b) The written request must be given to the Supervisor not less than seven calendar days prior to the commencement of the pay period in which the Employee wishes to receive the overtime bank pay-out;
 - c) The overtime bank pay-out will be included in the Employee's pay cheque;
- 3) Any unused portion of an Employee's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year to an amount not exceeding 80 hours.

WAGE GRIDS

TRANSIT OPERATOR

Wage Grid 2019

Effective Date	1 – Apr - 2019
Transit Operator	* GWI 2%
Training (Weeks 1-9)	\$18.49
First Year (Weeks 10 – 61)	\$20.92
Second Year (Weeks 62-113)	\$22.79
Third Year (Weeks 114-165)	\$24.85
Fourth Year (Weeks 166 – 217)	\$26.89
Thereafter (Weeks 218+)	\$30.97

* General Wage Increase

Wage Grid A 2020-2022

Wage Grid A applies ONLY to Transit Operators who were at Step 3, 4 or 5 prior to April 1, 2020

Effective Date	1 – Apr - 2020	1 – Apr - 2021
Transit Operator	*GWI 2%	*GWI 2%
Step 3 Third Year (Weeks 114-165)	\$25.35	\$25.85
Step 4 Fourth Year (Weeks 166-217)	\$27.43	\$27.98
Step 5 Fifth Year (Weeks 218+)	\$31.59	\$32.21
5 th Year Recognition (5 years active service)	+2%	+1%
	\$32.21	\$33.18

* General Wage Increase

Wage Grid B 2020-2022

**Wage Grid B applies ONLY to Operators that were converted per LOU#3
and new hires on/after April 1, 2020**

Effective Date	1 – Apr - 2020	1 – Apr - 2021
Transit Operator	*GWI 2%	*GWI 2%
Training (7 weeks)	\$18.86	\$19.24
Step 1 (First 6 Months)	\$21.34	\$21.77
Step 2 (Second 6 Months)	\$23.25	\$23.71
Step 3 (Second Year)	\$25.35	\$25.85
Step 4 (Third Year)	\$27.43	\$27.98
Step 5 (Thereafter)	\$31.59	\$32.21
5 th Year Recognition (5 years active service)	+2%	+1%
	\$32.21	\$33.18

* General Wage Increase

SKILLED TRADES

Skilled Trades Wage Grid with Tool Allowance

Employees engaged in categories (including Improvers/Apprentices training in those categories) marked with an asterisk (*) are eligible for a tool allowance as provided in Article M9.00. A premium of forty-six cents per hour will be paid to Building Maintenance Employees when engaged in spray painting.

Charge Hand Wage Rate

The wage rate for a Charge Hand shall be 10% above the wage rate for skilled trades with tool allowance.

Trade Classifications Including Tool Allowance:

*Mechanic, *Body Person, *Facilities Technician, *Electronic Technician, *Mechanic/Welder, *Mechanic/Machinist.

Trades Classifications Excluding Tool Allowance:

Tire Person, Welder

Effective Date	1-Apr-2019	1-Apr-2020	1-Apr-2021
Trades	*GWI 2%	*GWI 2%	*GWI 2%
Incl. Tool Allowance	\$38.10	\$38.96	\$39.72
Excl. Tool Allowance	\$37.70	\$38.46	\$39.22
Fifth Year Recognition (5 years active service) incl. tool allowance	NA	+2%	+1%
		\$39.72	\$40.91
Fifth Year Recognition (5 years active service) no tool allowance	NA	+2%	+1%
		\$39.22	\$40.41

* General Wage Increase

APPRENTICE WAGE PERCENTAGES

Effective Dates		1-Apr-2019	1-Apr-2020	1-Apr-2021
Apprentice (4 years)		*GWI 2%	*GWI 2%	*GWI 2%
74%	1st 6 months	\$28.19	\$28.83	\$29.41
74%	2nd 6 months	\$28.19	\$28.83	\$29.41
75%	3rd 6 months	\$28.58	\$29.22	\$29.81
76%	4th 6 months	\$28.96	\$29.61	\$30.20
78%	5th 6 months	\$29.72	\$30.39	\$31.00
80%	6th 6 months	\$30.48	\$31.17	\$31.79
85%	7th 6 months	\$32.39	\$33.12	\$33.78
90%	8th 6 months	\$34.29	\$35.06	\$35.77
Apprentice (3 years)				
74%	1st 6 months	\$28.19	\$28.83	\$29.41
75%	2nd 6 months	\$28.58	\$29.22	\$29.81
76%	3rd 6 months	\$28.96	\$29.61	\$30.20
78%	4th 6 months	\$29.72	\$30.39	\$31.00
83%	5th 6 months	\$31.62	\$32.34	\$32.98
90%	6th 6 months	\$34.29	\$35.06	\$35.77
Apprentice (2 years)				
74%	1st 6 months	\$28.19	\$28.83	\$29.41
76%	2nd 6 months	\$28.96	\$29.61	\$30.20
79%	3rd 6 months	\$30.10	\$30.78	\$31.39
90%	4th 6 months	\$34.29	\$35.06	\$35.77

* General Wage Increase

UTILITY PERSON

Effective Dates	1-Apr-2019	1-Apr-2020	1-Apr-2021
Utility Person	* GWI 2%	*GWI 2%	*GWI 2%
	\$28.58	\$29.15	\$29.72
Fifth Year Recognition (5 years active service)	N/A	+2%	+1%
		\$29.72	\$30.61

INTERIOR BUS CLEANER

Effective Dates	1-Apr-2019	1-Apr-2020	1-Apr-2021
Interior Bus Cleaner & Janitor	* GWI 2%	*GWI 2%	*GWI 2%
1st 3 months	\$18.10	\$18.47	\$18.84
2nd 3 months	\$19.40	\$19.79	\$20.19
Next 6 months	\$20.70	\$21.11	\$21.53
Next 6 months	\$21.99	\$22.43	\$22.88
Thereafter	\$25.86	\$26.38	\$26.89
Fifth Year Recognition (5 years active service)	N/A	+2%	+1%
		\$26.89	\$27.70

*General Wage Increase

SERVICE PERSON

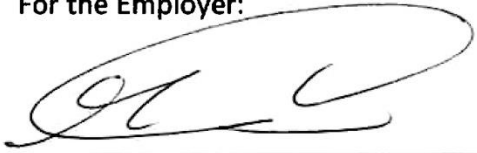
Effective Dates	1-Apr-2019	1-Apr-2020	1-Apr-2021
Service Person	* GWI 2%	*GWI 2%	*GWI 2%
1st 3 months	\$19.36	\$19.75	\$20.15
2nd 3 months	\$20.75	\$21.17	\$21.59
Next 6 months	\$22.11	\$22.55	\$23.00
Next 6 months	\$23.50	\$23.97	\$24.45
Thereafter	\$27.66	\$28.21	\$28.77
Fifth Year Recognition (5 years active service)	N/A	+2%	+1%
		\$28.77	\$29.63

*General Wage Increase

SIGNATURE PAGE

Agreed to this 31st day of January, 2020 in the City of Victoria in the Province of British Columbia.

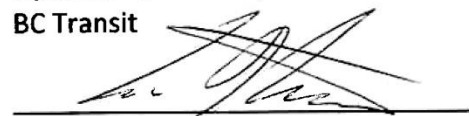
For the Employer:



Greg Conner
Vice President, Human Resources,
Corporate Secretary
BC Transit



Kevin Schubert
Interim General Manager,
Operations Victoria,
BC Transit



Eric Kuwert
Manager, Maintenance
BC Transit



Ann Myers
Manager, Labour Relations
BC Transit



Terry Strandlund
Payroll Specialist
BC Transit

For the Union:



Ben Williams
National Representative
Unifor | the Union



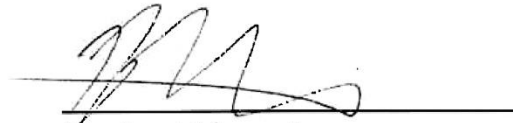
Monty Arneson
President,
Unifor Local 333-BC



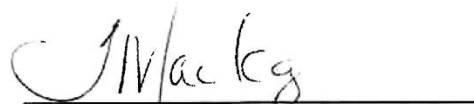
Luke Hill
Vice President,
Unifor Local 333-BC



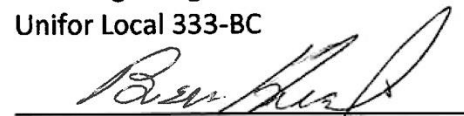
Jean Barnes
Unit Chairperson, BCT Operators
Unifor Local 333-BC



Mordecai Edmonstone
Unit Chairperson, BCT Maintenance
Unifor Local 333-BC



Tana Mackay
BCT Bargaining Committee Member
Unifor Local 333-BC



Bruce Head
Skilled Trades Representative
Unifor Local 333-BC

LETTER OF UNDERSTANDING #1

Between:

BC Transit

And:

Unifor Local 333BC

Re: Holdback Period

Over the duration of the collective agreement, the Employer shall explore opportunities for a phased in approach for a combined realigned payroll with a reduced holdback period from 12 days to seven days. This review is based upon Trapeze functionality and availability.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #2

Between:

BC Transit

And:

Unifor Local 333BC

Re: Uniforms

The Employer commits to making changes to the current Operator and Maintenance uniform and will establish a Uniform Committee as follows:

Purpose: To review Operator and Maintenance uniforms and make recommendations on changes to BC Transit. This will include all aspects of the uniform, attire, accessories and any item used by an Operator or Maintenance in the course of their duties.

Membership: The Uniform Committee shall be composed of six members, with three representatives selected by the Employer and three representatives selected by the Union.

Meetings: The Committee shall meet quarterly or more often as required with no loss of pay.

Mandate of the Committee.

- To review current Operator and Maintenance uniforms for comfort, safety, professional appearance and durability
- To consult Operators and Maintenance for improvements to comfort, visibility and professional appearance
- To recommend uniform changes to BC Transit.
- To review repair and alterations policies and recommendations to BC Transit, and;
- Will comply with provincial government procurement policies.

All of the considerations and factors above shall be taken into account when recommendations are made to BC Transit.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #3

Between:

BC Transit

And:

Unifor Local 333BC

Re: Wage Schedule Changes

In addition to the 2% GWI in each of the three years of the collective agreement, the Employer will implement a recognition step for all active Unifor members with a minimum of five years service. Such Employees shall receive an additional 2% effective April 1st, 2020 and a further 1% on April 1st, 2021.

Step Reduction Transit Operators.

The parties also agree that the training period for new Operators shall be reduced from nine to seven weeks. Further, Step one and Step two of the Transit Operator wage scale shall be reduced from one year's service in each step to six months in each step. For clarity, as of April 1st, 2020, Transit Operators' time served will determine which step they fall within. Operators with less than 35 weeks worked are moved to Step 2 upon completing their 35th week of service. Operators with greater than 35 but less than 62 weeks will move to Step 2 effective April 1st, 2020. Operators with 62 or more weeks of service move to Step 3 effective April 1st, 2020.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #4

Between:

BC Transit

And:

Unifor Local 333BC

Re: Sign-Ups

BC Transit is implementing an electronic sign-up solution with a reputable industry software provider with the target being the April 2021 sheet. Subsequent to implementing an electronic sign-up solution, BC Transit wishes to enable the ability for Operators to remotely preview sheets and sign their work.

The parties agree to the following objectives of the Employer and will work collaboratively to ensure their achievement:

- 1) Simplifying the process and enhancing the convenience for Operators to sign for work by enabling them to do so remotely;
- 2) Significantly reducing the costs associated to the requirement of booking off and relieving operators from the road during the sign-up period and the potential impact to scheduled service as a result;
- 3) Eliminate the requirement of dedicated space (sufficient space will remain for previewing work during the sign-ups) to conduct the sign-up process; and,
- 4) Mitigate the risk and impact of human error during the sign-up process.

The parties further agree, following confirmation by the Employer of the readiness to implement an electronic solution to sign-up, that:

- 1) The parties commit to working collaboratively to implement a process that, in lieu of Sign-Up Relief, enables Operators to sign-up without the requirement of being relieved from the road or, at a minimum, significantly reduces the requirement of being relieved from the road; and,
- 2) Any changes required to the process to meet these objectives do not fundamentally change the outcomes for an Operator in the work they are able to sign.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #5

Between:

BC Transit

And:

Unifor Local 333BC

Re: Eight Hour Straights

Notwithstanding Article O3.01.1, the parties agree to work jointly on maximizing the use of eight hour straights for the purpose of improving efficiencies on all service days, including Sunday, with the goal to realize improvements in the September 2020 schedule.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #6

Between:

BC Transit

And:

Unifor Local 333BC

Re: Overhaul and Refit

The ability and knowledge to perform overhauls and refits in-house supports the Victoria Regional Transit System's (VRTS) maintenance function. As the fleet grows and technology changes, it is important that BC Transit maintains a high level of expertise. BC Transit remains committed to provide necessary training and tooling to support overhaul and refits that can be done in a cost effective and efficient manner.

BC Transit is committed to the following:

- Review the three year VRTS overhaul and refit work plan with the Maintenance Consultative Committee (MCC) prior to the posting of the annual shift Sign-up.
- Create a separate Overhaul/Refit Shop Sign-up and dedicate the appropriate number of mechanical staff (with a minimum of three positions up to a maximum of five) and Garage resources to support the annual work plan as delivered to the MCC. Apprentices will be additional resources that will work in this area when it aligns with their training schedule.
- Of the dedicated number of mechanical staff, one will be a dedicated working Charge Hand for the refit and overhaul areas.
- Time off for Overhaul/Refit Shop staff will not be supplemented by drawing staff from the Service shop. In the event of a long term absence, a joint review will take place and will be assessed on a case by case basis.
- No work will be performed on statutory holidays in the Overhaul/Refit shop. Mechanical staff who sign into the Overhaul/Refit shop will be permitted to exercise their classification seniority to sign for statutory holidays and overtime in the Service shop during the Sign-up period. In turn, they will also be deemed as eligible for working statutory holidays for the purposes of filling vacant spaces that may exist after the statutory holiday Sign-up process has been completed.
- Only incidental overtime to support the work plan will be permitted in the Overhaul/Refit Shop and must be approved by the Supervisor. Incidental overtime will be limited to work that must be completed so as not to delay commencing the next scheduled work on the annual plan.
- At the end of each month, the Maintenance Supervisor will meet and prepare a progress report to ensure work is being completed in accordance with the annual work plan. The report will include a remediation plan which may include contracting out of some work in order to ensure the monthly and annual plan is achieved.
- Provided the Overhaul/Refit shop does not fall behind on the annual plans, the remediation plan will not include contracting out.

The ongoing developments will be discussed with the Overhaul/Refit Shop staff monthly. In addition, BC Transit will meet quarterly with the MCC to review the annual work plan which will include a cost analysis report of completed work to ensure we are operating cost effectively and efficiently.

BC Transit's Maintenance Division's core business is to provide operations with a safe, reliable and available fleet. This means the majority of the resources are focused on operational requirements.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #7

Between:

BC Transit

And:

Unifor Local 333BC

Re: Charge Hand

The Employer and the Union have agreed to work jointly to create and implement a new Charge Hand classification pursuant to Article M16.00. The assignment of the compensation would be commensurate with realignment of the role.

Charge Hands shall maintain their seniority in the previous sections from which they came.

Positions will be posted no later than September 2020 with an expected start date of January 4, 2021.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #8

Between:

BC Transit

And:

Unifor Local 333BC

Re: Job Security

During the term of this Agreement, the Employer agrees that there will be no layoffs of any Employees covered under the Maintenance Section of the Collective Agreement.

The Employer agrees to proactively recruit Employees to the position of Mechanic to attain the approved number of 42 Mechanics.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333BC

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Ben Williams
Unifor National Representative

Kevin Schubert
Interim General Manager,
Operations Victoria

Monty Arneson
President, Local 333BC

Eric Kuwert
Manager, Maintenance

Luke Hill
Vice President, Local 333BC

Ann Myers
Manager, Labour Relations

Jean Barnes
Unit Chairperson, BCT Operators

Terry Strandlund
Payroll Specialist

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative

LETTER OF UNDERSTANDING #9

Between:

BC Transit

And:

Unifor Local 333BC

Re: HARASSMENT POLICY

Over the course of collective bargaining, the Parties dealt with the Union proposal with respect to the addition of a harassment policy, to be inserted into the Collective Agreement. The Parties agree that it would be beneficial to have such an Article, however, given the short time to achieve an appropriate document, the Parties have agreed to this LOU that allows for the establishment of a Committee to author a new harassment policy that will apply to all BC Transit Unifor Employees.

Further, the document that the Parties ultimately agree to shall be implemented after the new policy is agreed upon, with a view to including it in the next Collective Agreement.

The Committee shall meet within 30 days of ratification of this Collective Agreement with a goal of completing a new policy not later than the end of 2015.

The Committee shall be comprised of two Unifor members and Employer representatives in order to complete the policy. Union Committee members shall be chosen by the Union and shall attend Committee meetings without loss of pay. Such time spent in meetings shall be paid at straight time rate.

Agreed to this 31st day of January 2020 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

Greg Conner
Vice President, Human Resources,
Corporate Secretary

Kevin Schubert
Interim General Manager,
Operations Victoria

Eric Kuwert
Manager, Maintenance

Ann Myers
Manager, Labour Relations

Terry Strandlund
Payroll Specialist

For the Union:
Unifor Local 333BC

Ben Williams
Unifor National Representative

Monty Arneson
President, Local 333BC

Luke Hill
Vice President, Local 333BC

Jean Barnes
Unit Chairperson, BCT Operators

Mordecai Edmonstone
Unit Chairperson, BCT Maintenance

Tana MacKay
BCT Bargaining Committee Member

Bruce Head
Skilled Trades Representative