

COLLECTIVE AGREEMENT

Between

COAST MOUNTAIN BUS COMPANY LTD.



and

**CANADIAN UNION of PUBLIC EMPLOYEES
CUPE, LOCAL 4500**



Effective Date: January 1, 2019

Expiry Date: December 31, 2022

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COLLECTIVE AGREEMENT

Between

COAST MOUNTAIN BUS COMPANY LTD.
(hereinafter referred to as the “Employer”)

and

CUPE, Local 4500
(hereinafter referred to as the “Union”)

PREAMBLE

1. The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia.
2. Either Party may, at any time within four (4) months immediately preceding the expiry of the Agreement, by written notice, require the other Party to commence collective bargaining.
3. Letters of Understanding - Agreement.

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

4. Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural where the context or the Parties hereto so require.
5. Definition of Bargaining Unit

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean CUPE members employed by Coast Mountain Bus Co. Ltd. and covered by the certificate referred to in Article 1.02 of this Agreement.

6. All references to "days" means calendar days, unless otherwise specified, and references to "years" means calendar years, unless otherwise specified.

7. In the event that the CUPE is succeeded by or becomes affiliated with another union, this Collective Agreement remains in full force and effect, until its expiry as provided in item 8 of this preamble.
8. Duration – **Four (4) years**, effective January 1, 2019 to December 31, 2022.
9. The following wage increases will apply to all employees covered by this collective agreement:

For Transit Supervisors, TComm Supervisors and Non-Trades classifications:

- **Effective January 1, 2019, a general increase to salary rates of 3%**
- **Effective January 1, 2020, a general increase to salary rates of 3%**
- **Effective January 1, 2021, a general increase to salary rates of 3%**
- **Effective January 1, 2022, a general increase to salary rates of 2.50%**

For all classifications other than those listed above:

- **Effective January 1, 2019, a general increase to salary rates of 2% + \$1.95**
- **Effective January 1, 2020, a general increase to salary rates of 3%**
- **Effective January 1, 2021, a general increase to salary rates of 3%**
- **Effective January 1, 2022, a general increase to salary rates of 2.50%**

The above referenced wage increase is understood to be the amount of increase applied to the hourly rate as described in the Wage Schedules of the other CMBC bargaining units' collective agreements which is expressed either as a percentage increase or across the board as an increase in the hourly rate. It is further understood that if the wage increase covering employees in the other CMBC bargaining units is a flat hourly amount that the increase for CUPE 4500 will be converted to a monthly increase and calculated as follows:

$$* \text{ Hourly increase (\$/hr) } * 163.0581 = \text{ monthly increase for CUPE 4500}$$

Such amount will be added to the monthly rates of pay for CUPE 4500 members. The wage increase does not include any changes to premiums or allowances. The wage increase, if any, will be effective three (3) months prior to the effective date of any other bargaining unit increases.

1. RECOGNITION

1.01 General Principles

It is the intent and purpose of the Parties hereto to set forth herein certain terms and conditions of employment relating to remuneration, hours of work, employee benefits, and general working conditions, recognizing that it is mutually beneficial and desirable to promote cordial relations.

The Parties acknowledge as common goals the mission of the Employer to enhance the social and economic life of the communities it services by providing safe, reliable, effective, and environmentally sensitive public transit and the improvement of CUPE members' individual effectiveness, productivity, and job satisfaction in supporting the mission.

1.02 Applications

This Agreement shall apply to and be binding upon all employees of Coast Mountain Bus Co. Ltd. described in the certification issued to the Union on 22 April 1993, and as the same may be amended from time to time. Notwithstanding the foregoing, the Parties may mutually agree to exclude certain employees described in the certification from the membership requirements and Union dues and assessment provisions contained in this Agreement.

1.03 Bargaining Agent

Coast Mountain Bus Co. Ltd. recognizes the Canadian Union of Public Employees (CUPE) as the sole and exclusive bargaining agent for all Coast Mountain Bus Co. Ltd. employees to whom the certification issued by the Labour Relations Board on 22 April 1993 (and as may be amended from time to time by the Board) applies.

Coast Mountain Bus Co. Ltd. also recognizes the positions of President, 1st and 2nd Vice-President, Secretary, and Treasurer as officers of the Union. Coast Mountain Bus Co. Ltd. also recognizes CUPE directors as authorized representatives of the Union. The Union will notify Coast Mountain Bus Co. Ltd. of its officers and representatives in writing when changes occur and at least once per year.

In the event that Transit is removed from the Employer, all Collective Agreement matters and health benefits as negotiated in the Collective Agreement will be honoured.

1.04 Management Rights

The Employer retains the right to manage its business and direct its staff and to make, amend, and enforce such policies, procedures, and instructions as from time to time may be required, providing same do not conflict with the terms of any written agreement between the Parties. In case of conflict, agreements between the Parties will supersede the Employer policies, procedures, or instructions.

1.05 Bargaining Unit Work

- (a) Duties normally performed by employees within the bargaining unit will not be performed by non-bargaining unit employees, except:
- (i) as provided for in this Agreement and/or in letters of understanding; or
 - (ii) to overcome immediate short term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available; or
 - (iii) for training purposes; or
 - (iv) for vacation relief, sick leave replacement, meetings, or leaves of absence where Holiday Block or Random employees do not normally perform such work or are unable to perform such work; or
 - (v) for other circumstances mutually agreed by the Parties. It is understood that such agreement will not be unreasonably withheld; or
 - (vi) where performance of bargaining unit work is a function of the non-bargaining unit employees' normal duties as set out in their job description in effect as of March 3, 1994, or evidenced by the current practice as at March 3, 1994 or in accordance with Article 'M' 5.02 of the BC Transit/ICTU Collective Agreement, effective April 1, 1992.
- (b) It is further agreed that the performance of bargaining unit work by non-bargaining unit personnel will not directly result in either the lay-off, termination, or downgrading of an existing employee under CUPE jurisdiction or the elimination of a CUPE position.

It is understood that nothing in the foregoing limits either Party's rights under the Labour Relations Code of B.C. or under any other provisions of this Collective Agreement.

1.06 Temporary Employees

- (a) Temporary employees may be used to fill temporary vacancies and temporary additions to staff within the scope of the bargaining unit where regular employees qualified to perform the work are not available.
- (b) It is further agreed that utilization of temporary employees shall not result in the displacement of regular employees or failure to recall regular employees on lay-off or a reduction in regular full time bargaining unit positions.
- (c) Trainee Supervisors are temporary employees utilized in accordance with the provisions of this Collective Agreement, and assigned work by the Duty Managers. It is understood that the assignment of work to these employees will be done after the Random Shift Transit Supervisors have been assigned work in accordance with the provisions of this Collective Agreement.
- (d)
 - (i) Coast Mountain Bus Co. Ltd. employees working in the CUPE jurisdiction on a temporary basis will continue to participate in their benefit plans for the duration of their appointments and shall be eligible for all provisions of the Collective Agreement, except for the following: Seniority, Lay-Off and Recall, Vacations, Benefit Plans, Sick Leave, Job Evaluation and Review, Leave of Absence, and Bus Pass.

Temporary employees who are promoted into the CUPE jurisdiction will accrue seniority only after they are promoted into regular status. Employees who are hired into the CUPE jurisdiction from the same job posting will be assigned seniority in accordance with their continuous service with the Employer.
 - (ii) Temporary employees hired from outside Coast Mountain Bus Co. Ltd. shall be entitled to all provisions of the Agreement in accordance with (a) above. These employees will receive six percent (6%) in lieu of vacation pay.
- (e) Coast Mountain Bus Co. Ltd. agrees to notify CUPE of any new temporary additions to staff and meet with the CUPE to discuss the reasons for continuation of any temporary additions to staff expected to exceed one hundred and twenty (120) days. It is understood that current methods of notification are acceptable.
- (f) Employees of any other bargaining unit temporarily working in any position within the bargaining unit of the CUPE 4500 will pay the equivalent of dues to the CUPE 4500, subject to the following:

- (i) Temporary employees will authorize the Employer to deduct the equivalent of CUPE Union dues, and the Employer will remit such dues to the CUPE.
- (ii) The equivalent of dues will be pro-rated to the number of hours the employee has worked temporarily in the CUPE job.
- (g) Current supervisors who have been identified as Line Trainers will perform the line training of Trainee Supervisors. To assist in the overall evaluation of Acting Supervisors, these Line Trainers will also review and evaluate the performance of Trainee Supervisors while they are involved in line training. These reports will be made in writing to the appropriate management personnel.

1.07 Protection from Legislative Changes

During the term of the Collective Agreement should changes in legislation occur, the Company and the Union will review the changes.

2. NO STRIKE/NO LOCKOUT

The Parties agree that strikes and lockouts as defined in the Labour Relations Code of British Columbia shall be considered a violation of the Collective Agreement, as long as this Collective Agreement remains in force.

3. GRIEVANCE PROCEDURE

3.01 Definition

- (a) "Grievance" means any difference or dispute between the persons covered by this Agreement concerning the interpretation, application, operation, or any alleged violation thereof, including the dismissal, discipline, or suspension of any employee, or any other dispute including whether the matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work and shall be settled in accordance with the procedures set out below.

3.02 Union or Company Grievance

- (a) Should either the Union or the Company consider that an action is cause for a grievance, the grieving Party, *i.e.*, the President of the Union or the Director, Labour Relations, or their designate(s) shall initiate such grievance by letter.

Within seven (7) days of receipt of such letter by the other Party, the principals noted above or their designate(s) shall meet and attempt to resolve the grievance.

- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the Third Party as set out in 3.03(d) below. If the grievance is not submitted to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III below.

3.03 Employee Grievance(s)

Preamble

The Parties to this Agreement agree that all complaints and grievances should be settled as quickly as possible in accordance with the procedure set out in this Article and in accordance with existing legislation. To that end, employees are encouraged to discuss any complaints, disputes, or misunderstandings with their supervisor as soon as possible to afford the opportunity for both individuals to resolve the matter. An employee may have a Job Steward or Union Representative present at any discussion dealing with a complaint or grievance under this procedure. It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

- (a) **Complaints**

Should an employee have a complaint, the employee will meet and discuss such complaint with the immediate supervisor in an effort to resolve the complaint. Such discussion will take place not later than twenty-one (21) days from the date the employee became aware of the event causing the complaint.

- (b) **Stage I**

Should a complaint be unresolved, it may be submitted in writing by the employee or Union representative to the immediate supervisor. This must be done not later than twenty-one (21) days from the date the complaint was first discussed under the complaint procedure. The Parties shall meet and the supervisor shall provide a written answer within fourteen (14) days of such meeting.

- (c) **Stage II**

A grievance not settled at stage I may be referred in writing by the employee or Union representative to the appropriate Labour Relations Department within twenty-eight (28) days of the receipt of the Company's reply.

The Labour Relations Department will then arrange a meeting with the appropriate Senior Management personnel and the Parties shall meet to investigate and attempt to resolve the grievance. The Company shall give a written reply within twenty-one (21) days of the date of referral to stage II.

A grievance not settled at stage II may be referred by written notice to stage III within twenty-eight (28) days of receipt of the Company's reply.

(d) Grievance Mediation

Where, after exhausting the first two stages of the grievance procedure of this Agreement, a difference remains between the Parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an employee (other than discharge), or any other matters the Parties may mutually agree to, including any question as to whether the matter is arbitrable, and where the Parties agree in writing to proceed to grievance mediation pursuant to this clause. The mediator will be requested to:

- (i) Investigate the difference;
- (ii) Define the issue in the difference; and
- (iii) Make an order in writing, with reasons, for final and binding settlement of the dispute within twenty (20) days of the date of **their** receipt of the request, or such extension of time as may be mutually agreed upon by the Parties;
- (iv) Notwithstanding (iii), where the Parties have mutually agreed before the request is submitted, the arbitrator shall make written recommendations to resolve the difference within twenty (20) days of the date of **their** receipt of request and, for those twenty (20) days, time does not run in respect of the grievance and arbitration procedures.

As the process is intended to be non-legal, the Parties will present their own arguments.

All presentations are to be short and concise and are to include a comprehensive opening "statement". The Parties agree to make limited use of authorities and such witnesses as are necessary during the presentation of their cases.

Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.

The Parties shall jointly apply to the Minister of Labour for payment of remuneration and expenses of the arbitrator to be made in accordance with S. 103 of the Labour Relations Code. Any remuneration and expenses not paid under that section shall be borne equally by the Parties to this Agreement.

If both Parties agree, other matters may be referred to the troubleshooter for either recommendations on how to resolve the dispute (or for resolution), depending on the particular dispute.

3.04 Arbitration (Stage III)

Should no settlement have occurred, the difference may be referred by the grieving Party to an Arbitration Board for final and conclusive settlement.

- (a) The Arbitration Board shall consist of one member, agreed upon by the Parties. If the Parties cannot agree upon the arbitrator, the Minister of Labour shall be requested to make the appointment pursuant to Section 86 of the Labour Relations Code of B.C. The decision of the arbitrator shall be final and binding on both Parties. This decision shall be made and transmitted to both Parties within fifteen (15) working days from the date of the appointment of the arbitrator. Each Party shall pay: its own expenses and costs of arbitration, and one-half of the compensation and expenses of the arbitrator and of stenographic and other expenses of the arbitrator.
- (b) Notwithstanding the foregoing, where the Parties cannot agree that the matter be considered by a single arbitrator, then the matter in dispute shall be referred to an Arbitration Board. The Arbitration Board shall consist of three members. One member is to be appointed by the Union and one member by the Employer. The third member shall be the Chair and shall be appointed by the other two appointees or, failing agreement by them within seven (7) working days, either Party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any two of them made in writing, shall be final and binding on both Parties. This decision shall be made and transmitted to both Parties within fifteen (15) working days from the date of the appointment of the Chair. Each Party shall pay: its own expenses and costs of arbitration, the remuneration and disbursements of its appointee to the Arbitration Board, and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration.

- (c) In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator. However, either Party may elect to submit a grievance to an Arbitration Board of three members in accordance with (b) above, in which case the other Party shall comply.

3.05 Expedited Arbitration

The Parties agree to the following procedure for expedited arbitration hearings:

- (a) The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- (b) Those grievances agreed to be suitable shall be scheduled for hearing at the earliest possible date.
- (c) The Parties will select an expedited arbitrator who will act as a sole arbitrator.
- (d) If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with this process, notwithstanding the provisions of Article 3.04 of the Collective Agreement.
- (e) The location of the hearings shall be agreed to by the Parties.
- (f) As the process is intended to be non-legal, unless otherwise agreed, lawyers will not be used to represent either Party.
- (g) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (h) The hearings will be governed by the following guidelines which can be amended by agreement between the Parties at any time:
 - (i) A brief of pertinent documents will be jointly presented to the arbitrator;
 - (ii) To the extent that authorities are permitted, they shall be presented in a joint brief;
 - (iii) If possible, a statement of agreed facts will be jointly presented to the arbitrator;
 - (iv) Responses to opening statements will cover any facts which are in dispute and any additional facts available;
 - (v) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities;

- (vi) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator;
 - (vii) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanation;
 - (viii) Arguments will be presented only to the points in issue.
-
- (i) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 3.03(d) of the Collective Agreement and Section 103 of the Labour Relations Code.
 - (j) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
 - (k) The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
 - (l) All decisions of the arbitrators are to be limited in application to that particular dispute and are without precedent and prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 - (m) The Parties shall share equally the fees and expenses of the arbitrator.
 - (n) The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provisions of the Collective Agreement.

3.06 Time Limits

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

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

It is understood that mutual agreement to extend time limits will not be unreasonably withheld.

3.07 Employee Records

- (a) Coast Mountain Bus Co. Ltd. agrees, upon an employee's request, to remove disciplinary letters from the employee's personnel file provided that employee has maintained a record free from any discipline for a period of twenty-four (24) consecutive months exclusive of any absence pursuant to Articles 18 and 20 that exceed fifteen (15) working days.
- (b) No disciplinary notation will be entered into an employee's record without the concerned employee being so advised in writing. A disciplinary notation that is not placed on an employee's record and not copied to the Union will not be relied upon for any proceedings as described in Article 3.

3.08 Complaints in Writing

Complaints that lead to suspension or dismissal must be in writing. The Company agrees to provide a copy of the complaint(s) to the Union following the decision to suspend or dismiss.

3.09 Video and GPS Evidence

Where video **and/or GPS** evidence exists and is relied upon for discipline, Union Officers or their designate, Union Property Representatives or Chief Job Stewards will be afforded an opportunity to review the video **and/or GPS** evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video **and/or GPS evidence** prior to the employee being interviewed must agree to treat the details of the video **and/or GPS evidence** in a strictly confidential manner until the Company has allowed the employee to view the video **and/or GPS evidence**. Such representatives may advise the employee of the level of seriousness of the incident, but may not reveal to the employee any details about the content of the video **and/or GPS evidence**.

4. MEMBERSHIP

4.01 Requirements

Except as provided elsewhere in this Agreement, all employees referred to in Article 1.02 of this Agreement shall within fifteen (15) days of the date of this Agreement or within fifteen (15) days of their employment in a job classification covered by the Union's certification, whichever event shall later occur, become members and remain members of the Union as a condition of continued employment in any job classification covered by the Union's certification.

Where additional employees are included in the bargaining unit by agreement of the Parties or pursuant to the Labour Code, any incumbents who do not wish to be members of the Union will be included on the basis of the "Rand Formula".

4.02 Fees, Dues, Assessments

Coast Mountain Bus Co. Ltd. shall deduct from the pay of each employee referred to in 4.01 above the amount of any regular Union dues, initiation fees, and general assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be supplied by the Union.

4.03 Union to hold CMBC Harmless

In consideration of the deducting and forwarding of Union dues by Coast Mountain Bus Co. Ltd., the Union will indemnify and save Coast Mountain Bus Co. Ltd. harmless against any claim or liability arising out of or resulting from the operation of clause 4.02.

4.04 Notification of New Positions

Coast Mountain Bus Co. Ltd. agrees to notify the Union when new Exempt positions at Pay Grade 4 or CUPE positions at Pay Grade 10 or below are created.

5. UNION DUES

5.01 Membership List

The Employer agrees to provide a list of dues paying members every month at the time dues are remitted. The Employer further agrees to provide to the Union, on request, a list of dues paying members showing each member's name, mailing address and home telephone number in compliance with the *Freedom of Information and Protection of Privacy Act*.

6. LABOUR MANAGEMENT COMMITTEE

6.01 Membership

A Joint Employer/Union Committee, to be known as the Labour Management Committee, shall be composed of six (6) members, three Employer and three Union members to be appointed by the respective Parties. The committee may be augmented as necessary. This committee shall meet as and when required.

6.02 Purpose

The purpose of the committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, and to promote workplace productivity.

6.03 Scope

It is further agreed that issues relating to grievances and collective bargaining will not be matters for discussion at Labour Management Committee meetings.

6.04 Mandate

Notwithstanding 6.03 above, where the Parties mutually agree, the Labour Management Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. However, it is understood that the Labour Management Committee does not have the authority to supersede grievances and that either Party may decline to discuss issues which may be considered to be subjects for Collective Bargaining. It is clearly understood that the committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7. SENIORITY

7.01 Seniority Defined

- (a) CUPE Seniority is defined as the continuous length of service in classifications within the scope of the CUPE Bargaining Unit.
- (b) Classification Seniority is defined as the continuous length of service within a job classification.
- (c) When two (2) or more employees are hired into the CUPE jurisdiction on the same day, their CUPE Seniority shall be determined on the principle that the employee with longer service with the Employer shall be presumed to have longer CUPE Seniority.
- (d) When two (2) or more employees are hired into a job classification on the same day, their Classification Seniority shall be determined on the principle that the employee with the longer CUPE Seniority shall have longer Classification Seniority.

7.02 Seniority and Temporary Promotions

Employees temporarily promoted out of the bargaining unit shall retain CUPE Seniority and Classification Seniority for a cumulative period of one hundred and twenty working days (120) within a calendar year. In the event of sick replacement, maternity leave replacement, *etc.*, extensions of time may be granted by agreement between the Union and the Employer.

7.03 Seniority and Permanent Promotions

Employees permanently promoted out of the bargaining unit shall retain CUPE and Classification Seniority for a period of three (3) consecutive calendar months. If such employee does not return to a position within the bargaining unit during such period, they shall cease to retain any seniority rights pursuant to this Collective Agreement.

7.04 Retention of Seniority During Temporary or Permanent Promotions Out of the Bargaining Unit

The retention of seniority during temporary or permanent promotions pursuant to Articles 7.02 and 7.03 is conditional on the continued remittance of union dues during the periods set out therein.

7.05 Loss of Seniority

Employees shall only lose their seniority for the following reasons:

- (a) It is specifically provided for elsewhere in the Collective Agreement;
- (b) The employee voluntarily leaves the service of the Employer;
- (c) The employee is discharged for just cause;
- (d) The employee accepts a promotion or transfer out of the bargaining unit as provided with 7.04 above;
- (e) After a lay-off, the employee fails to report for work or to notify the Employer with a reasonable excuse for not reporting within five (5) working days of notice of recall;
- (f) The employee is laid off for a continuous period exceeding twenty four (24) months;
- (g) The employee refuses recall.

8. EXECUTIVE BENEFIT PLAN

The administration of the E.B.P. contained herein is subject to the Policies and Procedures as set out by the Employer.

It is understood that these Policies and Procedures will not alter the Benefit Plan as set out in this Article.

8.01 Rate and Designation

The Executive Benefit Plan for employees shall be equivalent to 6.5% of an employee's basic salary.

Designation of the total percentage of the benefit to the plan chosen must be made by the end of September each year. The designation is irrevocable and will continue for 26 pay periods starting in January of the following year.

8.02 EBP Options

An employee may choose one or a combination of the following benefits, to the extent of earned E.B.P. entitlements.

(a) Direct Monetary Payment

An employee may elect to receive a cash payout on a pay period basis of all or part of the E.B.P. benefit.

(b) Time Bank

(i) An employee may elect to transfer all or part of the E.B.P. benefit earned into a Time Bank which shall have a maximum accumulation of fifteen (15) days.

(ii) The purpose of the Time Bank is to enable the employee to take a leave of absence from work with pay. The scheduling of such time off is subject to departmental requirements.

(iii) In cases where an employee has elected to take time, and did not sign all EBP time during AV signup, the Employer will consider random time off requests in order to allow employees to draw from their Time Bank. Such requests are subject to departmental requirements and will not be unreasonably denied.

If a Transit Supervisor or Transit Communications Supervisor selects time off, **they** may be scheduled off for time that **they have** not earned.

8.03 EBP Administration

The E.B.P. will be administered in conjunction with the bi-weekly payroll system. Selected options, *e.g.*, time off or cash, will be recorded or paid on each pay.

9. WORKING HOURS

9.01 General Application

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as stated in the following Articles.

9.02 Work Day and Work Week

Seven and one-half (7½) hours shall constitute a normal day's work and thirty-seven and one-half (37½) hours shall constitute a normal work week consisting of five (5) consecutive days of work followed by two (2) consecutive days off, with the exception of random and holiday block employees and all employees at the time of shift changes, transfers, promotions, and rotation between positions and shifts. A one-half (1/2) hour unpaid meal period will be scheduled at approximately the midpoint of a shift. Two (2) fifteen (15) minute rest periods will be allowed as follows; one (1) in the first half of the shift, and one (1) in the last half of the shift.

Employees who are unable to take their fifteen (15) minute paid rest period due to operational demands, will either be paid an additional 15 minutes at straight time rates, or will be allowed to take the lost break at the end of the shift. Employees in this situation must alert the Duty Manager by the end of the shift of the lost breaks.

9.03 Standard Working Hours

- (a) Except for shift workers, standard working hours shall be between hours of 07:00 and 17:00, Monday to Friday, consisting of seven and one-half (7½) hours work and a one-half (½) hour off as an unpaid lunch period. The total eight (8) hours, including the lunch period, shall be an unbroken period. In cases where non-shift employees are required to alter their hours of work within the standard working hours, the Employer will provide as much notice as practicable to the employees affected. It is understood that non-shift workers shall not be eligible for shift premiums under Article 10, except as provided below.
- (b) It is understood that employees who normally work standard working hours may be required to work shift work for specified period of time to meet legitimate requirements of the Employer. In such cases, the Employer will provide as much advance notice as practicable to the employee(s) affected and the employees will be entitled to all differentials and premiums attached to the hours worked as provided in Articles 10.01 and 10.02.
- (c) It is further understood that, in cases where the Employer requires an employee to change **their** working hours from standard working hours to shift work on a permanent basis, the Employer will provide as much advance notice as practicable to the employee(s) affected. Such affected employee(s) will be entitled to all differentials and premiums provided for in Articles 10.01 and 10.02.

9.04 Variations

Variations to standard working hours as per current local practice, including flex time arrangements, will be permitted when the Employer and the Bargaining Unit Officer mutually agree on the variations and will be signed off in a Letter of Understanding.

9.05 Rest Periods

A minimum rest period of eight (8) hours between the end of a regular scheduled shift and the start of the next regular scheduled shift shall apply.

10. SHIFT WORK

10.01 Sunday and Statutory Holidays

Shift workers shall receive time and one-half for **all regular hours of** work performed on Sundays and Statutory Holidays.

Shift workers will be paid at 200% for all **regular hours of** work **performed** on Christmas Day, and Statutory Holidays which fall on a Sunday.

10.02 Shift Allowance

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

- (a) for Transit Supervisors and Transit Communications Supervisors - will be paid a shift premium of \$2.25 per hour for all hours of a specific shift that fall outside the day shift.
- (b) for maintenance employees - shift workers shall be paid a premium of \$2.25 per hour for the entire shift for all shifts where 50% or more of the **employee's regularly scheduled** hours fall outside the day shift. It is understood that, for shifts where less than 50% of the hours fall outside the day shift, no shift premium will apply.

10.03 Split Shifts

Split shifts are to be treated the same as straight shifts for the purpose of computing Shift Differential.

10.04 Shift and Service Supervisor Lunch Period

Notwithstanding the 2nd paragraph of Article 12.02 (a), where the Employer determines there is no available substitute coverage, Shift and Service Supervisors will be paid at straight time rates for their lunch period.

11. SALARIES AND SCALES

11.01 Salaries

Employees who, on the date of ratification, are above the Control Point of the salary ranges in effect at this time will have their salaries "red-circled", and will not be eligible for any further salary increases, economic or merit based, until such time as the Maximum (Control) Point of their salary range equals or exceeds their salary.

11.02 Salary Scales

11.02.1 Job Evaluation Plan

Job Grades will be established in accordance with the Employer's Job Evaluation Plan unless otherwise amended in collective bargaining. Currently, the Transit Supervisor position is the only position in the bargaining unit that is outside of the Job Evaluation Plan.

11.02.2 Salary Scales

The salary scales applicable to these job grades shall be as shown in the following schedule, and are constructed as follows:

(a) Scale Differentials:

Grades 1-9	9.0% differential
Grades 10-12	7.5% differential

(b) Range Widths (Grades 1-12)

Minimum is 83 % of Control
100% is the Maximum

11.02.3 Bi-Weekly and Hourly Rates

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

For conversion purposes, hourly rates of pay are determined by dividing bi-weekly rates by 75 hours.

11.03 Salary Administration

- (a) Salary advances within the ranges may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's appropriate Personnel and Labour Relations representatives.
- (b) Increases will not be granted to employees on probation. When, in the opinion of the Employer, the employee has fully restored **their** performance at some subsequent date, **they** shall regain **their** position within the salary scale on a non-retroactive basis.
- (c) Salary progression within range will be annual on the anniversary of the employee's appointment to **their** position. Such increases are exclusive of economic increases.
- (d) Newly appointed and promoted employees are eligible for progression increase after six (6) months. All future progression increases to control point will be at twelve month intervals from the date of appointment or promotion.
- (e) Progression increases will be 3.7%. However, a salary below the control point of its range will not move above the control point as a result of a progression increase.
- (f) Employees will not become eligible for progression increases during all unpaid leaves of absence in excess of three (3) months, except maternity leave. Upon return to work, the eligibility date for progression increases for such employees will be adjusted accordingly.
- (g) An employee will not become eligible for progression increases while **they are** on sick leave. Upon return to work, the employee will be eligible for a progression increase on the same date **they** would have normally become eligible and had **they** not been absent for sickness.

- (h) A Transit Supervisor's salary shall always be maintained at a minimum of 5% above the base rate of pay for a Transit Operator. Maintenance Supervisory salaries shall always be maintained at a minimum of 5% above the base rate of pay for the employees supervised. For the purpose of this clause, base rate does not include any premiums and/or allowances.

11.04 Temporary Promotions

Should an employee be promoted to a higher level position, **they** will be paid a premium of five percent (5%) of **their** basic hourly rate for each pay grade the temporary position occupies above their regular position, to a maximum of two (2) pay grades. Such increases will not exceed the maximum of the salary grade of the higher level position.

Should an employee be temporarily promoted to a supervisory or non-bargaining unit position, the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days. (For example: if an employee is promoted for one (1) day, no increase is applicable; if an employee is promoted for three (3) consecutive days, the increase will be applicable for all three (3) days, even if the three (3) days are interrupted by the employee's regular days off.) Any entitlement for temporary salary increase will not be paid for partial working days.

Should an employee be temporarily promoted to an exempt position, they will not be directly involved in the imposition of discipline of CUPE members.

In either of the above cases, the employee shall not suffer loss of pay for accepting the promotion (eg. If, as a result of accepting the promotion, the promotion increase or the regular pay for the temporary promotion is less than the regular pay plus shift premiums the employee normally receives for their regular shift).

Effective January 1, 2017, Employees shall retain their Classification Seniority until:

- (a) The date they are permanently promoted or transferred to a position outside the bargaining unit; or
- (b) They have been temporarily promoted or transferred to a position outside the bargaining unit for a period in excess of 120 working days within a calendar year. Upon request from the Company to extend an employee's days, the Union shall not unreasonably deny the request.

11.05 On Termination

It is understood that, in the event of an employee's termination, the Employer will recover any monies paid out as a result of an employee taking days off that **they have** not already earned.

11.06 Annual Salary Scale

As of January 1, 2019

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
1	\$40,053	20.4695	\$48,259	24.6633
2	\$43,657	22.3113	\$52,601	26.8825
3	\$47,590	24.3216	\$57,335	29.3019
4	\$51,873	26.5104	\$62,495	31.9391
5	\$56,543	28.8971	\$68,123	34.8153
6	\$61,631	31.4975	\$74,254	37.9484
7	\$67,177	34.3316	\$80,932	41.3616
8	\$73,220	37.4199	\$88,217	45.0848
9	\$79,810	40.7878	\$96,159	49.1433
10	\$86,993	44.4589	\$104,811	53.5651
11	\$93,519	47.7942	\$112,672	57.5825
12	\$100,535	51.3800	\$121,123	61.9016

Non-Office

Transit Supervisors	\$70,197	35.8750	\$84,573	43.2224
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As of January 1, 2020

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
1	\$41,255	21.0840	\$49,707	25.4035
2	\$44,967	22.9810	\$54,179	27.6890
3	\$49,018	25.0514	\$59,055	30.1809
4	\$53,429	27.3057	\$64,370	32.8972
5	\$58,239	29.7639	\$70,167	35.8599
6	\$63,480	32.4424	\$76,482	39.0872
7	\$69,192	35.3616	\$83,360	42.6023
8	\$75,417	38.5430	\$90,864	46.4374
9	\$82,204	42.0116	\$99,044	50.6179
10	\$89,603	45.7929	\$107,955	55.1720
11	\$96,325	49.2283	\$116,052	59.3101
12	\$103,551	52.9212	\$124,757	63.7589

Non-Office

Transit Supervisors	\$72,303	36.9515	\$87,110	44.5188
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As of January 1, 2021

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
1	\$42,493	21.7167	\$51,198	26.1655
2	\$46,316	23.6705	\$55,804	28.5194
3	\$50,489	25.8031	\$60,827	31.0865
4	\$55,032	28.1249	\$66,301	33.8841
5	\$59,986	30.6567	\$72,272	36.9357
6	\$65,384	33.4154	\$78,776	40.2596
7	\$71,268	36.4225	\$85,861	43.8805
8	\$77,680	39.6995	\$93,590	47.8305
9	\$84,670	43.2718	\$102,015	52.1362
10	\$92,291	47.1667	\$111,194	56.8273
11	\$99,215	50.7053	\$119,534	61.0896
12	\$106,658	54.5091	\$128,500	65.6718

Non-Office

Transit Supervisors	\$74,471	38.0600	\$89,723	45.8542
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As of January 1, 2022

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
1	\$43,555	22.2594	\$52,478	26.8196
2	\$47,474	24.2623	\$57,199	29.2324
3	\$51,751	26.4481	\$62,348	31.8639
4	\$56,408	28.8281	\$67,959	34.7314
5	\$61,486	31.4233	\$74,079	37.8592
6	\$67,019	34.2510	\$80,745	41.2659
7	\$73,050	37.3333	\$88,008	44.9778
8	\$79,622	40.6920	\$95,930	49.0264
9	\$86,787	44.3538	\$104,565	53.4395
10	\$94,598	48.3457	\$113,974	58.2481
11	\$101,695	51.9727	\$122,713	62.6167
12	\$109,324	55.8716	\$131,713	67.3138

Non-Office

Transit Supervisors	\$76,334	39.0116	\$91,966	47.0006
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12. OVERTIME AND TRAVEL TIME COMPENSATION

12.01 Authorization

Overtime will be kept to a minimum, must be authorized in advance (except in abnormal or emergency circumstances), and must be subsequently approved by line management.

12.02 Overtime Pay

- (a) (i) Overtime pay for Operations Employees will be applied at 150% of the employee's straight-time rate for all time worked in excess of the regular scheduled hours, up to a maximum of one hour. Where overtime worked in any one (1) day exceeds one (1) hour, the time worked in excess of one (1) hour shall be paid for at the rate of 200% of the employee's straight-time rate. All authorized overtime on a scheduled day off shall be paid for at the rate of 150% for the first hour and 200% for all additional time.
- (ii) Overtime pay for Maintenance employees will be applied at 200% of the employee's straight time rate for all time worked in excess of the regular scheduled hours or on a scheduled day off.
- (iii) All time worked on Employer-observed holidays and annual vacations shall be at overtime rates plus regular salary. By mutual consent, compensation may be time off in lieu of pay, but such time off must be taken at a time mutually agreed between the employee and **their** supervisor.

It is understood that, if an employee is required by the Employer to work through **their** unpaid 1/2 hour lunch break, overtime will be paid at the rate of 200%.

- (b) At no time will time off banked under this Agreement exceed seventy-five (75) hours. (Any employee who presently has in excess of 75 hours banked may not bank any additional time, but may maintain **their** present bank until scheduled off by mutual agreement).
- (c) An employee may request to have the total amount in their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.
- (d) Notwithstanding the above, all overtime worked between the hours of 00:00 and the employee's normal starting time shall be paid for at 200% of the employee's straight-time rate. It is further understood that the Shift Supervisors who work the

seven (7) day fortnight schedule as described in Letter of Understanding #30 item 1(a), will be required to conduct all shift **handovers** in person.

It is understood that the current practices regarding shift **handovers** are not overtime and do not attract payment.

12.03 Overtime Meal Breaks

- (a) (i) For Operations employees, a one half (½) hour paid meal break will be allowed where employees are required to work three (3) hours or more beyond the end of their scheduled shift.
- (ii) For Maintenance employees, a one half (½) hour paid meal break will be allowed where employees are required to work four (4) hours or more beyond the end of their scheduled shift.
- (b) For each subsequent four (4) hours worked, an additional one half (½) hour paid meal break will be allowed.
- (c) As to when the paid or unpaid meal breaks will be taken is a matter of agreement between the employees and their supervisor.
- (d) For the purposes of (a) to (c), hours worked will not include any half hour meal breaks taken.

12.04 Call-Out

Where an employee is called out and works four (4) hours overtime, an employee will be paid for a one half (½) hour meal period at the prevailing overtime rates and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred.

12.05 Prescheduled Overtime

Where work is pre-scheduled for normal days off and employees have been notified on the previous working day, the Employer will not be required to provide lunch or pay for meal time if taken. When work extends beyond seven and one-half (7½) hours under this Article, the provisions of 12.03 shall apply.

12.06 Courses/Seminars

Overtime will not be paid for employees traveling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

12.07 Temporary Headquarters

Notwithstanding Article 12.02, an employee directed to report to a temporary headquarters at the commencement of a working day shall be compensated for any additional travel time and expenses should the distance in road kilometres from **their** home to the temporary headquarters be greater than the distance in road kilometres from **their** home to **their** regular headquarters. Time spent in additional travel shall be paid as time worked.

12.08 Jury Duty and Witness Pay

(a) 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, 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. Duties under this Article which extend beyond one (1) week will necessitate a review of the employee's days off to assure some period of rest.

(b) Witness Pay

Employees who, as a result of their employment with CMBC, are 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, excepting those 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 (1) 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.

In accordance with the above, employees serving as a witness during periods of scheduled days off or vacation will be granted time off in lieu.

- (c) Where attendance under Articles 12.08(a) and 12.08(b) 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:
 - (i) any fees received for such attendance are turned over to the Employer; and
 - (ii) such time will be taken at a time mutually agreed between the employee and the Employer.

For attendance under Article 12.08(b), the above will also apply while the employee is on other days off such as regular days off or on a pre-scheduled EBP or BOT day.

12.09 Random Travel Time

An employee who is required to report to a centre other than **their** regular work centre after the commencement of a shift, and then completes the shift at the non-regular work centre, will be paid at regular straight time rates for travel time. The travel time will be calculated as the distance between the employee's home and the non-regular work centre minus the distance between the employee's home and their regular work centre.

If an employee uses **their** personal vehicle to travel between work centres as referred to in the previous paragraph, such employee will be paid based on the distance between centres in accordance with the prescribed mileage allowance rate outlined in the Corporate Policy, titled *Travel and Expense Claims*.

Where an employee on Assigned Duties is required to fill a regular signed up shift at a Depot outside of their normal Depot Grouping (BTC/PTC/HTC/SeaBus North & VTC/RTC/STC/SeaBus South), the employee will be paid mileage calculated as the distance between the employee's home and the non-regular depot minus the distance between the employee's home and their regular work depot.

12.10 Call-In On A Day-Off

If an employee is called into work on **their** regular day off, **they** will be paid at overtime rates for a minimum of two (2) hours.

12.11 Relief Supervisors

The Employer agrees that the following will apply to Relief Supervisors in the Maintenance Group:

- (a)(i) Relief Supervisors who are on a five day work week shall not work more than seven (7) consecutive days without a day off.
- (ii) Relief Supervisors who are on a five day work week shall be paid at 200% for work performed on the sixth and seventh consecutive days.
- (b)(i) Relief supervisors who are on a four day work week shall not work more than six (6) consecutive days without a day off.
- (ii) Relief Supervisors who are on a four day work week shall be paid at 200% for work performed on the fifth and sixth consecutive days.

13. PREMIUM PAYMENTS

13.01 Standby

Standby shall be defined as a requirement that a person make himself/herself readily available for telephone or radio consultation for a definite period of time outside normal working hours. This will include organizing others to correct abnormal situations. The person would also be available for call-outs as determined by local conditions.

A person scheduled for standby duty, whether or not **they carry** a portable radio or pager, will receive two (2) hours pay at straight-time for any 24-hour period, commencing at 08:00 on a day in which **they work** on a regular shift. When a regular shift is not worked in the 24-hour period, four (4) hours at straight-time will be paid.

13.02 On-Call

A person on-call, either required by **their** job or by personal commitment to **their** job, need not make special arrangements to make himself/herself available as required for standby.

13.03 Call-Out

Call-out shall be defined as responding to a need for work outside normal working hours and requiring the employee's presence at **their** normal headquarters or other worksite.

An employee will be paid for call-outs at the overtime rates provided in Article 12. A person designated as being on standby will receive overtime pay for call-outs in addition to standby pay.

A call-out shall be the total time away from home or temporary residence. If the call-out is followed immediately by a regular shift, payment will be made up to the start of that shift.

If a call-out disturbs the sleep of an employee and **they** cannot complete a reasonable period of sleep before commencement of a regular shift, the employee will be entitled to a rest period of up to eight (8) hours without loss of normal pay.

In emergency situations involving potential hazard to life or property, employees called out will receive a minimum call-out payment of two (2) hours at overtime rates. This provision will include employee categories as agreed by the Parties. The total payment for multiple call-outs will not exceed the total overtime which would have been payable had the employee worked continuously from the beginning of the first to the end of the last call-out.

13.04 Telephone Consultation

Telephone consultation shall be defined as a telephone or radio consultation by or to a person to correct a situation outside normal working hours.

Telephone consultations outside normal working hours will be paid at the overtime rates provided in Article 12. The basic intent, however, is not to claim payment, unless the consultations make excessive or unreasonable demands on the employee's private life.

13.05 Off Shift Training Premium – Maintenance Supervisors Only

If an employee is required to take training on a shift other than their regularly scheduled shift or on a regular day off, the time spent at training will attract a premium payment of 150% of their straight time rate. The following rules will apply to off shift training situations.

1. Afternoon shift employees must have 8 hours rest with no loss of pay before attending training.

2. Night shift employees must have 8 hours rest with no loss of pay before returning to work after attending training.
3. Afternoon shift employees are required to take their shift off immediately following day shift training. They will not receive pay for time not worked.
4. Night shift employees are required to take their shift off immediately prior to day shift training. They will not receive pay for time not worked.
5. Employees may work a regular shift in conjunction with training if authorized. Regular shifts worked will always be paid at straight time rates.
6. Shift and Sunday premiums will only be paid for actual hours worked that would normally attract those premiums.
7. Employees who attend training for a minimum of 7 hours will be paid the premium payment for the number of hours of their regular shift, up to nine (9) hours. Employees who attend training for fewer than 7 hours will receive the premium payment for the number of hours spent in training.
8. Subject to mutual agreement, CMBC may schedule an employee to work day shift for a complete workweek even if the training is less than a week.
9. Subject to mutual agreement, CMBC may reschedule an employee's days off to fit the training schedule.
10. Employees will not be paid twice for the same period. If the time spent at training and a regular shift worked overlap, the regular shift time will be paid at straight time rates.

13.06 Pay Premium for Trainee Supervisors

Service Support employees who are required to provide training to Trainee Supervisors, and who are then required to submit written evaluations based on these periods of training, will receive additional compensation for all time spent conducting training and completing written assessments according to the following phased-in schedule:

Effective date of ratification:	\$0.60/hr
As of January 1, 2009	\$0.80/hr
As of January 1, 2010	\$0.90/hr
As of January 1, 2011	\$1.00/hr

13.07 Pay Premium for Attending Off Shift Training (Service Support)

If an employee is required to attend training or to complete a specific online training course during hours outside their regularly scheduled shift or on their regular days off, the time spent at training will attract a premium payment of 150% of their straight time rate. For online training, the Employer will designate the time that will be allocated to take the training, and payment will be made following completion of all modules of the training course.

14. VACATIONS AND STATUTORY HOLIDAYS

Vacation periods and leaves of absence shall not conflict with essential departmental requirements. The general intent is that vacations should be taken at times mutually agreeable to the Employer and the employee. Recognizing, however, that circumstances may arise in which the Employer finds it necessary to direct that an employee take vacations, such direction shall not be given without reasonable notice and due consideration.

In circumstances where employees do not normally participate in a vacation sign up, employees may make application for their vacation in writing to their supervisor. The Employer will respond in writing within two (2) weeks of receipt of this application. Applications made by employees will not be unreasonably denied.

14.01 Year-Of-Hire Vacation Entitlement

An employee who enters service between 1 January and 31 May inclusive and who completes six (6) months' continuous service in the calendar year of hire shall be entitled to five (5) days' vacation with pay which shall be taken in that calendar year. If such an employee terminates service, before arriving at **their** fourth anniversary, **their** year-of-hire pay will be deducted when computing **their** final vacation pay.

14.02 Annual Vacation Entitlements

An employee shall EARN **their** annual vacation entitlement for any calendar year only when **they** reach **their** anniversary, although **they** may take **their** annual vacation any time during the calendar year. Annual vacation entitlements with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date shall receive vacation pay at the rate of 4% of gross earnings less any pay actually received for vacation taken.

(b) Vacation Entitlements

In the calendar year of:

1st - 4th anniversary	3 weeks
5th - 10th anniversary	4 weeks
11th - 22nd anniversary	5 weeks
23rd and later anniversary	6 weeks

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth (25th) anniversary occurs, until a total of thirty-five (35) vacation days has been reached.

(c) Long Service Vacation

For employees entitled to more than 30 days vacation, the additional days in excess of thirty (30) days may be taken as random, subject to departmental requirements.

14.03 Past Service Credits

All employees entering the Employer service on 1985-06-01 who had service with BC Transit, MTOC, and their predecessors will receive credit for past service in the determination of vacation entitlement. All employees entering service with the MTOC after 1980-04-01 will receive credit for all past service with the Employer (including Hydro service for employees transferred on 1980-04-01) and/or for all past service with B.C. Hydro in positions which were dedicated to the Transit Division up to and including 31 March 1980 in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

14.04 Broken Vacations

Employees may take their vacations in broken periods, subject to the approval of the Department Manager. The responsibility to provide service at all times is the principal guide. No vacation may be less than one (1) day.

14.05 Banking Vacations

- (a) Employees with three (3) weeks vacation entitlement and five (5) or more years of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.

- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (c) Employees with five (5) or more weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) An employee shall be permitted no more than the following banked vacation at any one time.
 - four (4) weeks vacation entitlement - twelve (12) weeks
 - five (5) weeks or more vacation entitlement - fifteen (15) weeks

14.06 Statutory Holidays During Vacations and Leave of Absence

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

14.07 Relieving on Higher-Grouped Jobs

If employees are relieving on a higher-group job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However, if employees are required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take their annual vacation at some other less convenient time, they shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

14.08 Proration of Annual Vacation Entitlement

- (a) In any case where an accumulation of absences due to sick leave, income continuance, or WorkSafeBC Compensable Injury exceeds six (6) calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by 1/6 for each full month of absence in excess of six (6) months.
- (b) Where an accumulation of absences other than sick leave, income continuance, WSBC and annual vacation exceeds three (3) 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 (3) months.

14.09 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
- a) an employee's rate of pay at the time the vacation is taken or,
 - b) depending upon **their** vacation entitlements, the rate of 6%, 8%, 10%, 12%, *etc.*, of **their** previous year's earnings. Previous year's earnings will not include any a/v differential paid or EBP payments, in any form. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current rate (a) or percentage (b) calculations above. This adjustment (a/v differential) will be paid to all affected employees in two (2) payments.

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

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any a/v differential over and above that already paid in the year that the vacation was earned.
- (b) An employee in service with predecessor companies prior to 1966 or in service with B.C. Hydro and Power Authority prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
 - (c) Employees hired by predecessor companies in 1966 or later or hired by B.C. Hydro and Power Authority in 1972 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date. If such employees terminate service before arriving at their 4th anniversary of last entering service, their year-of-hire vacation pay will be deducted when computing their final vacation pay.
 - (d) The personnel records of those employees described in paragraphs 14.09 (b) and 14.09 (c) will have a memo attached to indicate that the procedure described above should be used on termination.

14.10 Statutory Holidays

For the purposes of this Agreement, the following shall be acknowledged as Statutory Holidays.

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

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

15. LAYOFF AND RECALL

15.01 Notification

If a reduction of regular employees is necessary, the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying lay-off to any regular employee shall be last hired in, first laid off based on CUPE Seniority. The person(s) laid off will be the person(s) with the least CUPE Seniority in the classification affected.

Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.

15.02 Placement

Coast Mountain Bus Co. Ltd. will endeavour to place regular employees displaced through a reduction of positions in a classification in other vacant positions within the Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree. In such cases, the Union agrees to waive the requirement to bulletin.

15.03 Employee Options

A regular employee who is subject to lay-off, may elect, within seven (7) days, one of the following:

- Bumping and Recall;
- Placement under Article 15.02 and Recall;
- Recall; or
- Severance.

15.04 Bumping Rights

An employee may exercise **their** bumping rights on the following basis:

- (a) to displace:
 - (i) the most junior employee with less CUPE Seniority in a job which the employee subject to lay-off held as a regular employee, or
 - (ii) the most junior employee with less CUPE seniority in another job that the displaced employee has not previously held, but which the employee is qualified, or in the opinion of the Employer will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree.
- (b) Regular employees who are displaced under the foregoing provisions may, in turn, exercise their CUPE Seniority to bump or be placed in accordance with Article 15.03.

15.05 Pay Impact of Lower Group Job

- (a) An employee affected by a reduction in staff who assumes a lower group job as a result of the foregoing, and who has one (1) year or more of service in the higher group job, will retain **their** rate if it is not beyond maximum of the lower group job; if it is beyond the maximum, **they** will be reduced to the maximum of the lower group.
- (b) An employee affected by a reduction in staff who assumes a lower group job under the terms of this section, and who has less than one (1) year's service in the higher group job, will assume the salary which **they** would have attained had **they** moved directly to the lower group job on the same date that **they** moved to the higher group job.

15.06 Severance Pay

Any regular employee who has received written notice of lay-off and who does not or is unable to elect transfer rights under Section 15.04 will be laid off. A laid off employee may choose one of the following:

- (a) Terminate and accept severance pay as follows:
 - 6 consecutive months of service - 2 weeks' regular earnings
 - 3 consecutive years of service - 3 weeks' regular earnings
 - thereafter - one week's pay for each additional year of service.

- (b) Recall rights for a period of twenty-four (24) consecutive months as follows:
 - (i) laid off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of CUPE Seniority (*i.e.*, last off, first on). Employees on the recall list will also have the right to apply for all bulletined jobs, and with the same preference they would have received if they had not been laid off. In any event, they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms **their** availability at three month intervals with the Manager, Human Resources.
 - (ii) new employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of CUPE Seniority.
 - (iii) should there not be any employee on the recall list eligible for recall under (i) and (ii) above, the Employer may hire from outside the bargaining unit.
 - (iv) employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid off, except that such salary will not be below the minimum or above the maximum of the salary range.
 - (v) notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 15.06(ii). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

- (vi) an employee on lay-off who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which **they were** laid off at the same headquarters shall have **their** name removed from the recall list.
- (vii) employees on lay-off will keep the Employer informed of their current address for recall. Should an employee change **their** address during the period of lay-off, **they** will inform the Employer of such change by registered mail.

15.07 Recall Lists

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

16. AUTOMATION & NEW PROCEDURE

16.01 Notification

The Employer will provide the Union with as much notice as possible, but not less than sixty (60) days prior to introducing automation, new equipment, or new methods or procedures, which will result in the displacement or downgrouping of a significant number of regular employees.

16.02 Requirement to Discuss

After notice has been given, the Employer and the Union will meet to discuss the scope of the automation, the new equipment, methods or procedures, and their effect on employees.

16.03 Employee Options

Regular employees whose jobs become redundant due to automation, new equipment or new procedures shall be eligible for the following:

- (a) The opportunity to remain in their current department; provided there are positions available and the employee is qualified or will be qualified within a training period not to exceed thirty (30) days or such longer period as may mutually be agreed.

- (b) The opportunity to move to a vacant position if available within the Employer for which the employee is qualified or will be qualified within a period not to exceed thirty (30) days or such longer period as may mutually be agreed. Employees who are placed in a lower level position shall have their salaries red circled.
- (c) Lay-off or severance pay in accordance with the provisions of Article 15.

Nothing in the foregoing should be construed as limiting either Party's rights under Section 54 of the Labour Relations Code of B.C. in place as of March 9, 1994.

17. BENEFIT PLANS

17.01 Medical Coverage and Extended Health Benefits

- (a) All employees, except part-time temporary and those hired for temporary vacation relief, shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include Eyeglass and Laser Eye Surgery Coverage (\$500.00 per person in a twenty-four (24) month period). Additionally, the Employee **will be covered** for routine eye examinations that are performed by a Physician or Optometrist. This coverage is subject to appropriate deductible and co-insurance provisions. The Hearing Aid Coverage will be \$1000.00 reimbursement per ear hearing aid every five (5) 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. The maximum lifetime benefits per person is \$1,000,000.00.

The drug reimbursement provisions of the extended health care plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.

The Employer will also provide free annual hearing testing for employees on a voluntary basis.

- (c) Eligible new employees are covered in both plans effective on the first day of the calendar month next following date of employment, except when date of employment is the first day of the month, or first normal working day in the month, when coverage is immediate. Premiums for both plans shall be 100% paid by the Employer. Participation in the plans is a condition of employment for all new employees described above, except that employees covered by equivalent medical plans elsewhere may elect not to be covered by the Employer plans.
- (d) The Employer shall pay premiums on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.
- (e) Members who retire from the Employer's service on pension and who have completed ten (10) years of service with the Employer and its predecessors may continue to be covered under the above Plans with the Employer through the Public Service Superannuation Plan paying the full premium for Medical Services Plan and the Extended Health Care Plan.

17.02 Group Life Insurance

- (a) Premiums will be paid 100% by the Employer. Except for part-time temporary employees, enrollment is compulsory for all employees after three (3) months continuous service. Employees who retire from service after at least ten (10) years service with the Employer and its predecessors will continue with Group Life Insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement, the coverage will be 50% of that in effect on the last day of employment. It will reduce annually thereafter on each retirement anniversary by 10% of the amount in effect on the last day of employment until a minimum of **\$2,000** is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime.
- (c) Group Life Insurance coverage for employees covered by this Agreement will be adjusted whenever such an employee's salary changes based on two (2) times that employee's regular annual earnings as determined in the pay period in which implementation of the new coverage takes place. Such coverage will be effective on the first day of the month following the employee's change in salary.

- (c) Optional Group Life Insurance will be available, at employee cost, in units of \$10,000 up to a maximum of \$150,000 per employee.

Coverage under the Optional Group Life Insurance Plan will be subject to the terms and conditions of the underwriting contract established with the insurance company.

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

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

17.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to those offered by CU&C as of 6 October 1977 in Plan A (90% of co-insurance) and Plan B (60% of co-insurance; effective April 1, 1995: 70% of co-insurance), and Plan C (50% of co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan.

Enrollment in such plans shall be a condition of employment for all new regular employees commencing on the first day of the month next following two (2) full calendar months of employment, except that an employee with equivalent coverage in a dental plan elsewhere may elect not to be covered by the Employer plan. The premiums for such plans shall be paid 100% by the Employer.

17.04 Leave of Absence

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

17.05 Travel Accident Insurance

The Employer shall provide members of the Union with travel accident insurance of \$150,000. The full premium shall be paid by the Employer.

17.06 Income Continuance Plan

Premium costs will be paid 100% by the employees. Except for part-time temporary employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all new employees after three (3) months continuous service. The Plan pays benefits at 50% of the employee's basic earnings in payment at the onset of disability through sickness or accident, except that the first thirty (30) days of disability are covered by available sick leave credits. Premiums are subject to annual adjustment based on the plan's experience. (See Article 18.)

17.07 Medical Examination and Fees

The Employer will pay the cost of mandatory medical examinations **and associated medical form fees** for employees who are required to hold a valid Class 1, 2, 3 or 4 driver's licence necessary to perform their job.

18. INCOME CONTINUANCE PLAN

The Parties to this Agreement will continue with the Income Continuance Plan already in force.

18.01 Sick Leave, Income Continuance and WorkSafeBC Injury Compensation

For the purposes of this Article, all references to "days" mean "working days"; references to "years" mean "calendar years".

Sick Leave

(a) Past Service Credits

For the purposes of qualifying for sick leave, past service credits as established for each employee on 1 June 1985, will apply.

(b) Current Sick Leave Allowances

All eligible employees who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided, except when such an injury or illness is covered and compensated by WorkSafeBC payments. The employee shall report or cause to have reported to **their** supervisor the injury or illness which required **their** absence as soon as may be reasonably possible.

- (i) In the first calendar year as follows: five (5) days commencing at the date of hire.
 - (ii) On January 1 in the calendar year in which the first service anniversary occurs, the employee shall have an entitlement of ten (10) days.
 - (iii) Thereafter at the commencement of each year, five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.
- (c) Sick Leave Extending into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted, the employee will be on sick leave of absence without pay until going on income continuance.

On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1 of that year as determined by **their** length of service.

- (d) Sick Leave Benefits on Termination

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

18.02 Income Continuance Benefits

- (a) Sick Leave Supplement to Income Continuance Benefits

Until an employee's sick leave is exhausted, the Employer will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.

- (b) Advance Payments of Income Continuance Benefits

The Employer will advance income continuance payments equal to 50% of basic pay on regular pay days during the first month of a claim. These advances shall be refunded to the Employer by employees at the conclusion of their illness or earlier, at the employees' option.

- (d) The Employer will continue to pay 100% of employees' benefits coverage while they are on income continuance.

18.03 WorkSafeBC

(a) WorkSafeBC Advance

Employees on WorkSafeBC will be paid an advance equal to the amounts payable under Article 18.01 and 18.02, as appropriate, for each full day the employees are off on WorkSafeBC Injury Compensation. The advance will be paid on their regular pay cheques. If the WSBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from the WSBC will be paid directly to the Employer.

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

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of this Agreement. If the benefits are approved, **they** must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten

(10) consecutive pay periods and at no less than \$100.00 per payment. If the outstanding balance to be repaid is less than \$100.00, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship, the Employer and the Union will meet to discuss alternate payment arrangements.

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

(b) WorkSafeBC Supplement

Employees on WorkSafeBC Injury Compensation will have WorkSafeBC (WSBC) payments supplemented by the Employer, so that the employee will receive a total amount equal to **their** straight time wage rate times seven and one-half (7½) hours less one-tenth (1/10) of **their** bi-weekly regular deductions for each day the employee receives compensation from the WSBC. The supplement shall be payable no later than the pay day for the pay period following receipt of compensation.

18.04 Medical Certificate

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) will be required. If an employee is involved in frequent short-term absences (more than-four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) will be

required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of **their** work area, unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).

- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer Occupational Health Group may require such an examination.
- (c) In cases of excessive absenteeism, or where an employee's absence pattern warrants additional medical information, the Employer may require an employee to undergo a medical examination by a doctor of the employee's choice, who is acceptable to the Employer.

It is understood that, in the administration of this clause, the employee or the employee's doctor will submit the name of their doctor of choice to the Employer for approval. If the Employer is not satisfied with the employee's choice, the Employer will provide a list of three (3) doctors that it considers acceptable, and the employee may choose from that list.

In the event that the employee considers all three (3) doctors unacceptable, the Employer will provide an additional list of three (3) doctors from which the employee shall choose.

The Parties agree that the Employer will pay the doctor's charges levied for the completion of this report.

18.05 Severance Pay for Health Conditions

Employees with health problems will be considered for severance pay **of two (2) weeks' salary for each year of service, provided they are not eligible to retire, they are unable to continue in their jobs due to health reasons, and they are not receiving income continuance benefits or WSBC benefits.**

18.06 Medical and Dental Appointments

Employees who go for medical and dental appointments will not have any such leave deducted from their sick leave or their pay for periods of two (2) hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay (if paid sick leave is exhausted), except that

supervisors at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.

18.07 Sick Leave Recovery

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

19. TRANSFERS AND PROMOTIONS

19.01 Position Vacancies

It is agreed that, subject to the following conditions, all notices of vacancies for positions which fall within the scope of this Collective Agreement will be posted on Employer notice boards, showing the job group rating and other pertinent details, for a minimum of five (5) working days in order to give employees an opportunity to apply. The Union shall receive copies of all applicable job postings.

19.02 Promotions with Department

Promotions within a department, either to a higher level of a multi-level job or where an identifiable promotion planning or developmental system exists, may occur without a job posting.

19.03 Waiving Postings

With the agreement of the Union, the requirement to post a vacancy may be waived to permit interdepartmental transfers, promotions within a division, hiring into entry level positions, and hiring of external applicants.

19.04 External Postings

External advertising of vacancies which are required to be posted shall not be made prior to the posting of the internal vacancy. In such cases, the Employer will consider all internal applicants for the position.

19.05 Notification to Applicants

The Employer shall acknowledge receipt of each application and the applicants for each vacancy shall be advised of the name of the successful applicant.

19.06 Final Selections

The Employer shall retain the exclusive right to make final selections.

19.07 Unsuccessful Candidates

Notwithstanding the Employer's right of selection, any unsuccessful applicant may enquire as to the reasons why they were not selected for the posted vacancy. Such enquiry shall be directed within ten (10) working days of notice of selection, to the selecting supervisor or the Manager, Human Resources, requesting an interview to determine the reasons why they were not selected. Such interview shall be held within five (5) working days of the request and shall preferably be held in person. Where, because of distance or other problems, a personal interview is not practical; a discussion by telephone will be sufficient.

The purpose of this interview shall be to advise unsuccessful candidates regarding areas in which they should upgrade their qualifications for promotion.

20. LEAVE OF ABSENCE

20.01 Officers of the Union

Insofar as the regular operation of their respective departments will permit, officers of the Union will be granted up to one (1) day per month leave of absence without pay for attendance at meetings of the Executive of the Union. The Employer will pay their regular salaries for the day and charge the amount back to the Union.

The Union will keep the Employer provided with an updated list of Executive Officers and their alternates, including their work location, and all such representatives of the Union will ensure that they obtain appropriate clearance for their 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 forty-eight (48) hours notice of any leave of absence under this Article.

20.02 Leave of Absence for Union Business

- (a) Where representatives of the Union and/or witnesses, in the Employer's employ, are carrying out duties in respect to investigating complaints, resolving grievances, answering questions regarding the Union's newsletter or similar activities, for one (1) day or less, whether in their general work area or outside their general work area and involving travel, or where representatives of the Union are attending meetings of the Labour Management Committee, the Employer will not charge the Union for their salaries.
- (b) Policy regarding payment of salary, travel expenses, accommodation, meals, fees, *etc.*, for representatives of the Union attending conferences, seminars, training programs, *etc.*, will be determined on an ad hoc basis by the appropriate Vice-President or General Manager.
- (c) For its representatives carrying out duties in respect to negotiations, arbitration, *etc.*, and for all other activities of its representatives not specifically covered in 20.02 (a), (b), and (c) above, the Union will pay the applicable expenses for travel, accommodation, meals, fees, *etc.*; the Employer will pay their regular salaries and charge the amount back to the Union. The Union will remit payment in full of outstanding amounts within thirty (30) days of being billed by Coast Mountain Bus Co. Ltd. Failure to make payment within thirty (30) days will result in the Employer recovering such amounts from the monthly CUPE membership dues.
- (e) Employees who are acting as full-time officers or representatives of the Union will be placed on leave of absence without pay, with the time involved considered as service with the Employer. The leave of absence will be reviewed every two (2) years. Benefits coverage will be as per Article 17.05.

20.03 Terms and Conditions of Leaves

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 20.01.

"Days" means calendar days.

Application and Approval for Leave of Absence:

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

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 practising physician.

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

Employees elected to Federal, Provincial, Municipal, Canadian Union of Public Employees, Canadian Labour Congress, B.C. Federation of Labour, or Regional District Labour Council full-time office shall be granted as much leave as is necessary during the term of such 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.

Length of Leave of Absence

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	3 months
More than 5 years	6 months

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

LOA Without Pay for Period Exceeding 112.5 Hours 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 Article 20.02, an employee on a leave of absence without pay for a period exceeding 112.5 hours in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance Plans as outlined in Articles 17.01, 17.02, and 17.03.

20.04 Bereavement Leave

- (i) Bereavement leave of absence of up to 37.5 hours with pay shall be granted to an employee in the event of a death of a spouse (including common-law and same sex), child, or foster child, mother or father, **sister or brother**, and up to 22.5 hours of such leave with pay in the event of a death of a father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
- (ii) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to **their** vacation entitlement.
- (iii) Where the length of the leave of absence is disputed, it shall be immediately discussed with the employee's Manager. In the event the dispute is not resolved at the Division, the Manager shall forthwith submit the dispute to the Labour Relations Department for final resolution in consultation with the President of the employee's Local Union.
- (iv) In the event of the death of an employee's mother, father, daughter or son, the employee shall be granted a leave of absence with pay of one day if they are unable to attend the funeral.

20.05 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to 17 **consecutive** weeks of unpaid leave, **which must be taken during the period that begins**
 - (i) no earlier than **13** weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and**ends** no later than 17 weeks after the **leave begins**.
- (b) A request for leave must:
 - (1) be given in writing to the Employer by submitting a medical certificate (Form M-627) completed by her physician and sent to the Occupational Health **Group** as soon as the condition is known, and
 - (2) be given to the Employer at least 4 weeks before the day the employee proposes to begin leave.

- (c) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she shall, on the recommendation of her physician in consultation with the Occupational Health **Group**, commence her leave of absence immediately.
- (d) An employee who requests leave after **giving birth to a child** is entitled to up to **17 consecutive weeks of unpaid leave which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.**
- (e) **An employee who requests leave after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of termination of the pregnancy and ends no later than six (6) weeks after that date,**
- (f) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a), (d), or (e).
- (g) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period the employee requests.
- (h) Employees desiring to return to regular employment following pregnancy or parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy or parental leave.

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

- (i) On return from pregnancy or parental leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave, unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on pregnancy or parental leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - (i) promotion of another employee from within the department, or;
 - (ii) changing the status of the temporary employee who relieved the employee on maternity leave.
- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job bulletins.

In order to qualify for the right to apply for job bulletins, the employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per **20.05 (a)** above. The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

The right to apply for job bulletins will be in effect for two (2) years from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within thirty (30) days of notification of being the successful applicant in a job competition. Otherwise, the Supervisor may consider her to have withdrawn from the competition.

(m) Pregnancy Leave Supplemental Unemployment Benefit (SUB) Plan

The objective of the SUB Plan is to supplement the Employment Insurance benefits received by Regular employees with a minimum of one (1) year of service, who are on approved pregnancy leave pursuant to Article 20.04 of the Collective Agreement and who have given birth.

1. The SUB Plan will come into effect thirty (30) days after the date compliance authorization for the SUB Plan is received from Human Resources Development Canada (HRDC). It will remain in effect until the expiration date of this Collective Agreement.
2. Eligible employees will be paid a maximum of six weeks of top-up benefits under the SUB Plan.

3. The top-up shall be to 100% of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
4. The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
5. The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
6. Regular earnings for purposes of this Article are defined as the employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
7. The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time off entitlements.
8. Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the Company top-up retroactively.
9. The Pregnancy Leave SUB Plan will not reimburse employees for any EI "clawbacks".
10. Employees do not have a right to SUB Plan benefits except for supplementation of Pregnancy leave benefits under the Employment Insurance Act.

The Company will inform Human Resources Development Canada (HRDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

20.06 Parental Leave

- (a) An employee who requests parental leave is entitled to:
 - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to **61** consecutive weeks of unpaid leave, **which must**

- begin** immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,
- (2) **for a parent other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken**, up to **62** consecutive weeks of unpaid leave **which must begin** within **78** weeks after **the birth of the child or children**, and
 - (3) **for an adopting parent**, up to **62** consecutive weeks of unpaid leave **which must begin** within **78** weeks after the child **or children are** placed with the parent.
- (b) A request for leave must:
- i. be given in writing to the Employer,
 - ii. if the request is for leave under subsection (a), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - iii. if required by the Employer, be accompanied by a medical **or nurse** practitioner's certificate or other evidence of the employee's entitlement to leave.
- (c) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional **consecutive** weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (d) An employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to **78** weeks plus any additional leave the employee is entitled to under Article **20.05 (f)** or subsection (c) of this section.
- (e) The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

20.07 Birth/Adoption Leave

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

20.08 Family Responsibility Leave

In accordance with Section 52 of the *Employment Standards Act*, an employee is entitled to up to five (5) days of unpaid leave during each 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 member of the employee's immediate family. Where an employee qualifies for Family Responsibility Leave and the employee has Banked **Time**, the employee may access **this time** for the day(s) in question.

For the purposes of this Article, "immediate family" shall be limited to the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, foster-child or legal guardian.

20.09 Driver's Licence Suspension

A leave(s) of absence may be granted at the sole discretion of the Employer to cover the term(s) of suspension of an employee's driver's licence and/or imposition of an ignition interlock device with due regard for an employee's length of service and record of performance on the job. An Employee involved in more than one (1) such offence during their term of employment with the Employer 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. The Parties agree that, on a one-time basis, a leave of absence for up to 3 days for a driver's licence suspension shall not be considered the leave of absence referred to in this Article.

20.10 Special Leave

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

- (a) Serious household or domestic emergency;**
- (b) Attend funeral as pall-bearer or mourner;**
- (c) Attend their formal hearing to become a Canadian citizen;**
- (d) Moving household furniture and effects when it is not possible to move on a scheduled day off;**
- (e) Full period of any quarantine; or**
- (f) Leave for Canadian Armed Forces (Reserve) training camps.**

Where an employee has BOT or RAV available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank). Where an employee does not have banked time, the day will be deemed to be an LOANP day.

21. SERVICE SUPPORT SIGN UP

21.01 Sign-Ups

(a) Transit Supervisors

Three organizational structures have been identified for Transit Supervisors at Coast Mountain Bus Co. Ltd. Should the Company decide to change from one structure to another, it will consult with CUPE and provide at least ninety (90) days notice of such change.

i. Centralized Structure

There shall be no fewer than four (4) consolidated sign-ups per year for Transit Supervisors, except where the Parties agree otherwise.

Transit Supervisors will sign-up on the basis of classification seniority.

ii. De-Centralized Structure

In the event that the Employer returns to a fully decentralized structure for all Transit Supervisors, there will be one (1) consolidated sign-up and three (3) local sign-ups per year.

iii. Hybrid Structure

In the event that the Employer establishes a hybrid structure in which Transit Supervisors are de-centralized in the Depots but Random and Holiday Block Transit Supervisors are centralized, there will be two (2) consolidated sign-ups per year.

(b) Transit Communications Supervisors

There shall be no fewer than four (4) sign-ups per year for Transit Communications Supervisors, except where the Parties agree otherwise.

Transit Communications Supervisors will sign-up on the basis of classification seniority.

21.02 Sheet Construction

During the construction of the sheets, the Employer will consider recommendations provided by the Union regarding the design of the shifts.

21.03 Split Shifts for Transit Supervisors and TCOMM Supervisors

Transit Supervisors and TComm Supervisors may be scheduled to work straight shifts or split shifts. No shift shall be split into more than two (2) time portions. The time scheduled to complete a split shift shall not exceed 12 hours. Transit Supervisors and TComm Supervisors whose split shifts require more than ten (10) hours to complete shall, in addition to their regular straight time rate, be paid at one-half straight time rate for each thirty (30) minutes or portion thereof in excess of ten (10) hours.

Where the Company intends to increase the number of Split Shifts for either Transit Supervisors or TComm Supervisors, the Company will so advise the Union at a Labour Management Committee meeting. If the number of split shifts to be added over the life of a Collective Agreement is more than double the complement in place at the beginning of the Collective Agreement, the Company will seek mutual agreement from the Union at a Labour Management Committee meeting.

21.04 Travel Time

Where Transit Supervisors working split shifts are required to travel between two (2) work locations, they shall be paid at prevailing straight-time rates, in addition to their actual day's pay, for all time in excess of thirty (30) minutes total round trip travel time between the two (2) locations. Such payment may not be taken as time off. Travel time will be calculated on the basis of scheduled bus running time between the two (2) locations.

21.05 Vacation Sign-Up

Supervisors will sign up for Annual Vacation, EBP and Statutory Holidays on a Classification Seniority basis as follows:

- (a) Employees will sign AV in rounds. For each round, each employee will be allowed to sign one block of AV consisting of as many consecutive week(s) as they prefer and as are available. Rounds will continue until all AV is signed.
- (b) Following the completion of the AV rounds, there will be one additional round in which all EBP and Statutory Holiday weeks will be signed.
- (c) **Service Support AV Sign Up for each classification will be conducted annually in November by a CUPE 4500 member as appointed by the Local Executive board.**

21.06 Service Support Sign-Up

Service Support Sign Up will be conducted by a CUPE 4500 member as appointed by the Local Executive Board. Such Sign Up will be conducted in each classification three (3) weeks prior to the start of each sheet.

22. UNIFORMS AND CLEANING ALLOWANCE

22.01 Uniforms and Cleaning Allowance

The following conditions will apply to all Transit Supervisors in the Lower Mainland.

- (a) Initially, each Transit Supervisor will be issued one (1) sweater, six (6) shirts, two (2) pairs of pants, one (1) utility belt, and three (3) ties and one (1) hat (either a baseball cap or a peak cap), and shall have the option of two of the following, **which will be either GORE-TEX or an equivalent substitute as determined to be acceptable by the Parties through the Uniform Committee under LOU #4:**

- A three-in-one (long) jacket
- A three-in-one (patrol bomber) jacket
- Rain pants.

This clothing issue may be modified during the life of this agreement as the result of discussions held between the Parties according to LOU # 4 – Uniform Committee – Transit Supervisors.

- (b) All items will be replaced on proof of need, except shirts and pants which will be replaced annually.
- (c) The Union and the Employer will co-operate in sponsoring and maintaining a high standard of appearance among employees covered by this agreement as provided for by Company rules and regulations.
- (d) A cleaning allowance of \$12.00 per pay period will be paid to each Transit Supervisor.
- (f) A footwear allowance of \$200.00 will be provided every 12 months for Transit Supervisors in the second pay period in January.

22.02 Maintenance Shoe Allowance

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$200.00 for one pair per year, or \$400.00 per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed.

The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

22.03 Winter Jackets - Maintenance Group

Where a need is identified for winter jackets in the performance of their duties, the Employer will provide Maintenance Supervisory Staff with one (1) winterized jacket with replacement on proof of need by the employees to their Superintendent or Manager.

22.04 Prescription Safety Glasses Allowance

Where prescription safety glasses are required to be worn on the job, the Employer shall either provide an employee with ones that it determines to be suitable for the work or reimburse the employee for the purchase of prescription safety glasses for an amount not exceeding \$275.00 per two year period.

In order to qualify for reimbursement as provided herein, the employees shall submit a receipt describing the purchase and amount paid by the employee.

If a repair or replacement prior to the two-year period is required due to the safety glasses becoming damaged, lost or broken, the employee shall obtain the prior approval of their immediate supervisor, then submit a receipt describing the repairs/replacement and the amount paid by the employee.

23. COAST MOUNTAIN BUS CO. LTD. PASS

During such time as the Employer continues to be responsible for operation of urban transit systems, the following provisions shall apply:

23.01 Transit Pass

All members of the Union shall be entitled to a transit pass valid on the transit system in which they are employed. **Two (2) additional passes** will be provided to an employee's spouse or eligible dependent child. An eligible child is a child who is:

- a) under 21 years of age and financially dependent on the employee, or
- b) any age if unmarried, financially dependent and in full-time attendance at a recognized educational institution, or
- c) any unmarried disabled child of any age who is living with and is financially dependent on the employee and is incapable of self-sustaining employment.

23.02 Eligibility for Transit Pass Upon Retirement

Employees who retire from the Employer's service and have completed two (2) years of service are eligible to receive a transit pass and a transit pass for their spouse. In addition, employees with five (5) 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.

23.03 Termination

Employees shall surrender their pass upon termination of employment.

23.04 Force and Effect

The Parties agree that, in the event that the Employer ceases to be responsible for operating urban transit systems, the provisions of this Section shall be of no further force and effect. All passes then in existence will be cancelled, and no compensation shall be provided by the Employer in lieu of passes so cancelled.

In the event that the Employer ceases to be responsible for the operation of any specific urban transit system, then the provisions of this clause shall apply with respect to that particular system.

24. JOB EVALUATION REVIEW AND APPEAL

24.01 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Evaluation Review Officers.

- (b) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.
- (c) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 24.04.

24.02 Job Evaluation Review Procedure

- (a) Step One

Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to Human Resources.

The Vice-President, Human Resources, or a designate, will respond to and/or meet with the incumbent to resolve the review within thirty (30) working days of such referral.

- (b) Step Two

Should such review not be resolved within sixty (60) working days of receipt by Human Resources, it will be forwarded through the Vice-President, Human Resources, for resolution through the Job Evaluation Appeal process.

24.03 Standing Arbitrator

The Parties agree to employ and share all costs of the named individual chosen for **their** expertise in job evaluation to act as a Standing Arbitrator whose responsibility to resolve appeals under Section 24.04 through the application of the Employer's Job Evaluation Plan.

24.04 Job Evaluation Appeal

In the event that the Job Evaluation Review Process is unable to resolve the appeal, it will be referred by the Vice-President, Human Resources, or their designate to a Standing Arbitrator for final resolution within twenty (20) working days.

In such instances, Job Evaluation Review Officers will submit their findings, (*i.e.*, joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the Vice-President, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer, and

applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties. The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

24.05 Salary Treatment on Upgrouping

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

24.06 Notification

The Employer agrees to notify the Union prior to reviewing a CUPE job description.

25. SHIFT SIGN-UPS

Shift sign-ups will be made available to each of the following groups of employees every twenty four (24) months:

Shift Supervisors

Shift sign-ups will be made available to each of the following groups of employees every twelve (12) months:

Shift Service Supervisors

These shift sign-ups will be conducted on the basis of each employee's length of continuous service within the group in which **the employee** is signing (*i.e.*, the employee with the most continuous service as a Shift Supervisor will sign first in group (1) above, followed by the employee with the next most continuous service in that group, and so on).

The Parties agree to meet prior to sign-up.

25.01 Positions Posted to Cover Long Term Absences

For the purpose of positions posted between signups to cover for an employee on a long absence (for example, Income Continuance or Parental Leave), the following will apply:

1. Only Relief Supervisors within the classification may apply;
2. The posting will be clear that the vacancy arises due to an employee being on leave and the employee may return to that position before the following signup; and

3. If the employee returns from leave, the Relief Supervisor will return to **their** previous position.

If no Relief Supervisors apply then the junior Relief Supervisor will be assigned to the position.

If an absent employee who returns to work has not signed a position, **they** will be placed into a position that the Employer determines to be available.

26. UNION EDUCATION FUND

The Company will pay into a special fund **four cents (4¢)** per hour worked per employee represented by the CUPE for the purpose of providing Union Education. Said monies will be paid by the Company on a monthly basis and within thirty (30) calendar days following the end of each month, into a trust fund established by the Union for this purpose.

27. BULLYING AND HARASSMENT/DISCRIMINATION

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

Workplace Bullying and Harassment Defined

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

There are two categories of workplace bullying and harassment. These include Discrimination (**Human Rights**)-based Bullying and Harassment and General Bullying and Harassment.

(a) Discrimination-based Bullying and Harassment

Discrimination-based Bullying and Harassment is based on the grounds **protected** by the BC Human Rights Code (i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, **gender identity or expression, or age of that person, or because that person has been convicted of a criminal or summary**

conviction **offence that is** unrelated to **the employment or to the intended employment of that person**).

Discrimination-based Bullying and Harassment also includes Sexual Harassment.

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

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

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

(b) General Bullying and Harassment

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

(c) Examples of Bullying and Harassment Conduct

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

- Verbal Abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of pornographic or offensive materials;
- Innuendoes or taunts;
- Threats or intimidation;
- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace bullying and harassment complaint;
- Harmful initiation or hazing practices;
- Vandalizing personal belongings;
- Cyber bullying and harassment

Harassment is not:

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

(d) Informal Complaint Resolution Process

(i) Filing a Complaint

If an employee believes that **they have** been bullied or harassed on the basis of any of the grounds noted above, the employee should:

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible;
- If the complainant does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or CMBC representative and/or the CMBC confidential harassment telephone line.

(ii) Investigation

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

If the complainant disagrees with the attempted informal resolution, and if the complaint involves **Discrimination-based Bullying and Harassment** there will be a joint investigation of the complaint.

(e) **Formal Complaint Resolution Process for Discrimination-based Bullying and Harassment**

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

Discrimination-based Bullying and Harassment complaints that are proceeding to the Formal Complaint Resolution step must:

1. Be submitted in writing to the CMBC Manager responsible for **Discrimination-based Bullying and Harassment** issues, or designate, and copied to the designated CUPE harassment representative;
2. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.
3. It is the intention of the union and the company that the investigation will commence in an expeditious manner and within fifteen (15) days of the lodging of the complaint. All respective representatives are encouraged to do all they can to ensure that delays in dealing with such allegations are minimized. An extension of time limits may be granted by mutual agreement.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint.

Records of the investigation, including interviews, evidence and recommendations will be securely maintained by both Parties.

Upon completion of the investigation the parties will prepare a joint report with the investigation's findings and overall recommendations. The complainant and the respondent will be advised of the findings and recommended actions, if

appropriate, that result from the investigation. Such actions will be implemented as quickly as possible. Where there is a disagreement between the parties an independent harassment investigator may be retained to make final recommendations. The Company and the Union will share the cost for the investigator equally.

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

(f) Vexatious Complaints

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

(g) Retaliation

Retaliation against any individual involved in a workplace harassment complaint may result in discipline.

(h) Union Involvement

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

28. OCCUPATIONAL HEALTH & SAFETY

28.01 Intent to Conduct a Safe Operation

It is the intent of the Parties to conduct a safe operation. To this end, the Employer agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or for the protection of employees from safety hazards in the performance of their work.

28.02 Union - Employer Health & Safety Committee

A joint Health & Safety Committee shall meet on a monthly basis for the purpose of:

- (a) assisting in maintaining the overall objective of a safe working environment within the Employer;
- (b) providing a means of communication of safety issues between the Employer and the Union within the scope of the CUPE jurisdiction; and
- (c) recommending action on occupational health and safety issues as they relate to CUPE members.

Membership shall be composed of four (4) members - two (2) Employer and two (2) Union members - to be appointed by the respective Parties. The committee may be augmented as required.

Union committee members will be compensated according to Article 20.02.

28.03 Occupational First Aid Premiums

Designated employees acting as Occupational First Aid Attendants will receive the allowances provided below:

Level 1 Certification	30¢ per hour
Level 2 Certification	\$1.25 per hour

When an employee is required to remain on site during their unpaid one half hour meal period in order to provide first aid coverage, they will receive a straight time allowance for the duration of the meal period.

In the event this employee must apply first aid during the unpaid one half-hour meal period they will receive a 200% allowance for the duration of the meal period. The allowance will only apply to those employees who hold level two first aid certificates.

In the event the Occupational First Aid premiums in another CMBC collective agreement receive a further increase that exceeds the above rates during the term of this collective agreement, the above rates will be adjusted accordingly to match. Such an increase to the above rates will take effect on the same effective date provided in the other CMBC collective agreement.

29. EMPLOYEE INDEMNITY AND LEGAL REPRESENTATION

29.01 Employee Indemnity

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

- a) punitive or aggravated damages;
- b) the cost of legal representation arising from grievances under the collective agreement; or
- c) acts or omissions which did not arise in the normal course of their employment with the Employer; or
- d) acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- e) any legal costs which are not covered by Article 29.02.

29.02 Legal Representation

In situations covered by the indemnity set out in Article 29.01, the Employer shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Article 29.02, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Article 29.02 (b) below,
- b) Any employee(s) who intend to apply for legal services and advice pursuant to this Article must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Article 29.02 (c).

- d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- e) Where, in any action arising out of, or from the same or directly related incident, and there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Article 29.02 by requiring that one solicitor be retained to represent the interests of all those employees.
- f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Article 29.02 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- h) If, at any time, the Employer has reasonable grounds to believe that:
 - i) the employee(s)' acts or omissions were not in the course of normal employment; or
 - ii) the employee(s) acted in bad faith; or
 - iii) the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence;

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

Nothing in Article 29.01 and Article 29.02 shall be interpreted as limiting the Employer's right to discipline any CUPE employee under the terms and conditions of the Collective Agreement.

FOR CMBC

Cheryl Shizgal
Director, Labour Relations
Company Bargaining Committee Chair

Wim Beuk
Director, Fleet Maintenance

Glenn Barron
Maintenance Manager - STC

Susie Hundal
Manager, Transit Communications

Harpreet Anand
Duty Manager, TCOMM Centre

Julie Bevan-Pritchard
Labour Relations Advisor

Jocelyn Labrecque
Labour Relations Advisor

FOR CUPE, Local 4500

Neil Pepper
President, CUPE, Local 4500
Union Bargaining Committee Chair

Lorne Beaudet
1st Vice President, CUPE Local 4500

Glen Hoffman
2nd Vice President, CUPE Local 4500

L. Joy Horan
Treasurer, CUPE Local 4500

Tony Madrid
TCOMM Rep, CUPE Local 4500

Tanya Paterson
CUPE National Representative

dated this 10th day of February, 2020.

APPENDICIES AND LETTERS OF UNDERSTANDING

APPENDIX "A"

Included:

- T-028** Trainee Supervisor (TS/TCOMM Pools)
- T-001** Body, Paint and Trim Shop Supervisor
- T-002** Body Shop Supervisor
- T-006** Electronics Supervisor
- T-003** Farebox Supervisor
- T-010** Field Service Trainer (Electrical/Mechanical)
- T-005** Fleet Overhaul Supervisor
- T-009** Maintenance Engineer (Electrical/Mechanical)
- T-029** Maintenance Engineering Supervisor
- T-024** Mechanical Engineer in Training (Maintenance)
- T-030** Rectifier Station Technical Supervisor
- T-020** Relief/Trim Shop Supervisor
- T-14** Shift Service Supervisor
- T-15** Shift Supervisor
- T-017** Stores Supervisor
- T-023** Tireperson Supervisor
- T-027** Trainee Shift Supervisor
- T-18** Transit Communications Supervisors
- T-19** Transit Supervisors
- T-021** Trolley Overhead Technical Supervisor
- T-025** Warranty Administrator

Letter of Understanding # 2
Transit Communications Centre – Renovation Project

Consistent with Coast Mountain Bus Company's philosophy of involving employees in decisions impacting them, the Company will involve a Transit Communications Supervisors Union representative in decisions affecting their workplace environment.

During the life of this agreement the Transit Communications Centre **will undergo renovations.** The parties agree to form a working group composed of members from the Company and the Union **to assist the Company to obtain input from affected employees.**

Dated: March 27, 2002
Modified: November 18, 2004
Modified: December 12, 2016
Modified: February 20, 2019.

Letter of Understanding # 3

Shift Sign-up for Transit Supervisors and Transit Communications Supervisors

For employees who engage in a sign-up under Articles 21.01 the following will apply on a trial basis for the life of the Collective Agreement:

Shift Sign-ups

- (a) Prior to each Sign-up, the Parties will meet to determine whether there are conditions that necessitate paragraph (b) below.
- (b) If there is an Employee who is either on Income Continuance or on other assignments on the first day of the new shift schedule, and who will be returning to work during the life of the schedule, all Employees will sign two shift schedules: the first one will be without the Employee who will return and the second one will be with that Employee. When the Employee returns, the second shift schedule will be implemented.

It is understood that this LOU is entered into on a trial basis. Either Party may, with 30 days' written notice, advise the other Party of its intent to cancel this Agreement, prior to the expiry of this Collective Agreement.

Dated: March 21, 2013

Letter of Understanding # 4

Uniform and Vehicle Committee – Transit Supervisors

The Parties agree that the Uniform Committee established in the previous Collective Agreement has been effective. The parties agree that the Uniform and Vehicle Committee should continue to meet.

1. The mandate of the committee will be to make recommendations regarding:
 - The appropriate items of clothing to be included in the Transit Supervisors' uniform issue;
 - An appropriate system of allotment for Transit Supervisors' uniforms; and
 - The suppliers of the uniform pieces, taking into consideration the principles of competitive pricing and quality.
 - The vehicles to be used by Transit Supervisors.
2. The Uniform Committee will consist of no more than three (3) members from each Party.
3. The Uniform Committee will make final recommendations to both parties.
4. The recommendations of the Committee will be cost neutral, unless mutually agreed otherwise.
5. Should the Committee recommend deviations from the uniform articles set out in Article 22.01(a) of the Collective Agreement, such deviations will be subject to ratification processes of each Party.

Dated: March 27, 2002

Modified: November 18, 2004

Modified: March 21, 2013

Modified: December 12, 2016

Letter of Understanding # 5

Transit Communications Supervisors and Transit Supervisors

The Parties agree to form a Joint Committee, for the purpose of discussing the roles of the Transit Communications Supervisor and the Transit Supervisor positions.

1. Principles

The primary purpose of the Joint Committee is to discuss the roles of the Transit Communications Supervisor and the Transit Supervisor and consider the recommendations of the 2007 bargaining Service Support Sub-Committee. The Committee will also explore opportunities for position mobility for full time Service Support Supervisors.

2. Membership

The Committee shall be composed of six (6) members, three (3) each from the Company and Union. The Committee may be augmented as necessary to provide input about the issues under discussion.

3. Meetings

This Committee shall commence within three (3) months of ratification and either Party may call a meeting. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

Dated: November 16, 2007

Modified: March 21, 2013

Letter of Understanding # 9 Shift Schedule for Field Service Trainers

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

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

This Agreement shall be applicable to the Field Service Trainers.

1. Working Hours

The Work Day shall be nine (9) or nine and one-half (9 ½) consecutive hours of work during day shift (any work starting at or after 0530); or afternoon shift (any work starting at or after 1500); or graveyard shift (any work starting at or after 2100), exclusive of the 30-minute lunch period. **Shift allowance will be paid in accordance with 10.02 (b).**

It is the intent of the Parties that employees covered by this Letter will work seventy-five (75) hours per pay period.

2. Work Week

- Shall be four (4) consecutive calendar days of work followed by the next three (3) consecutive days as scheduled days off.
- The work week shall start on Monday or Tuesday. **Days off will be** determined through a shift sign-up **on a seniority basis** every **twelve (12)** months to assure proper coverage, unless otherwise assigned by Coast Mountain Bus Company Ltd. Changes to the work week will be scheduled, giving at least two (2) weeks notice to the affected Trainer(s).
- It is intended that in situations where one or more Trainer(s) is(are) unavailable to perform their regular job duties, the remaining Trainer(s) will arrange coverage amongst themselves and that where a mutually agreed arrangement is not achieved, the least senior qualified Trainer available will change **their** day off to provide the necessary coverage. Such day off adjustments will not result in additional costs to Coast Mountain Bus Company Ltd.

3. Work Year

A total of nineteen hundred and fifty six and point seven (1956.7) hours, inclusive of benefit entitlement, will constitute a Work year. Employees may be scheduled to work more, or less, than nineteen hundred and fifty six and point seven (1956.7) hours in a specific year. The balance of nineteen hundred and fifty six and point seven (1956.7) hours per year shall be achieved by rescheduling the employee's hours by mutual agreement of the employee and their Supervisor.

4. Salary

Employees shall **be compensated in accordance with Article 11.06**. The Employer will ensure that the scheduled hours are balanced to the hours paid.

5. Overtime

Overtime will be paid in accordance with the Collective Agreement, except that no overtime shall apply to the regularly scheduled shifts of up to nine (9) or nine and one-half (9 ½) hours.

6. Annual Vacation

Vacation entitlement shall be converted to hours and shall be as set out below unless changed through subsequent negotiations. The guiding principle for entitlements shall be one (1) "day" as referred to in the Collective Agreement, will equal seven and one-half (7 1/2) hours.

Therefore, vacation entitlement shall be:

In the calendar year of:

1st – 4th anniversary	112.5 hours
5th – 10th anniversary	150.0 hours
11th – 22nd anniversary	187.5 hours
23rd and later anniversary	225.0 hours

It is understood that references to "weeks" of vacation shall be interpreted using the guideline – one "week" = 37.5 hours.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth (25th) anniversary occurs, until a total of thirty-five (35) vacation days has been reached.

6.1 Statutory Holidays

Statutory holiday entitlement shall be eighty-two and one-half (82.5) hours per year. Employees covered by this Agreement shall not work Statutory Holidays, unless required to do so by their Supervisor. Where such holidays occur on an employee's regularly scheduled work days, that schedule will be deemed to be adjusted such that the employee will work all of the other days of the week (i.e. if an employee normally works Monday to Thursday and a Statutory Holiday falls on a Monday, the employee's schedule will be automatically changed to Tuesday to Friday for that week). In addition, if the two (2) designated days for Christmas and Boxing Day occur in the same week, the employees subject to this agreement will work the full five (5) business days in the week prior to that week in order to make up for the three-day week.

6.2 Vacation Sign-up

Trainers will sign up for Annual Vacation, Statutory Holidays and EBP on a seniority basis as follows:

- (a) Employees will sign AV in rounds. For each round, each employee will be allowed to sign one block of AV consisting of as many consecutive week(s) as they prefer and as are available. Rounds will continue until all AV is signed.**
- (b) Following the completion of the AV rounds, there will be additional rounds in which all EBP and statutory holiday weeks will be signed in the same manner as described in 6.2(a).**

7. Sick Leave, Income Continuance and WorkSafeBC Injury Compensation

When employees are sick they will be paid for days lost (e.g. 11 days) provided that they have enough hours available in their unused sick leave bank.

For purposes of sick leave entitlements, days shall be converted to hours on the basis of one (1) day – seven and one-half (7.5) hours.

For the purposes of the Medical Certificate requirement, if an absence due to sickness exceeds four (4) working days, the medical certificate may be required.

8. EBP

It is the agreed intent of both Parties to this Agreement that as a general rule, all EBP days that are taken as time off pursuant to Article 8 of the Collective Agreement will be taken in blocks of 37.5 hours (i.e. one week), between Sunday and the following Saturday. Notwithstanding the above, EBP days may be taken individually where there is mutual agreement between the Trainer concerned and the Supervisor.

9. Working Group

The Parties agree to form a Committee, comprised of 2 members from the Union and 2 from the Company to discuss any issues relating to the Field Service Trainer position. **It is agreed that issues relating to the application of this LOU will be discussed at this meeting, including any planned increase to the frequency of shift changes required under Section 2 of this LOU. In such circumstances the Company agrees to provide notice to the Union Committee members, in order to facilitate consultation.**

Dated: March 27, 2002

Modified: December 12, 2016

Modified: March 11, 2019

FOR CMBC:

Cheryl Shizgal

Tim Watson

Gary Hinz

FOR THE UNION:

John Holt

Letter of Understanding # 10 Trainee Supervisors

This letter will outline the process for the selection of Transit Supervisors, Transit Communications Supervisors and Trainee Supervisors.

The intent of the Trainee Supervisors Pool is to provide relief for Full Time Transit Supervisors and Full Time Transit Communications Supervisors, however, it is understood that Trainee Supervisors are not always available to provide relief.

Trainee Supervisors Pool

1. There will be two Trainee Supervisor Pools: One consisting of Trainees for Transit Supervisors and one consisting of Trainees for Transit Communications Supervisors. An employee can only be in one pool at a time.

Trainee Supervisor Vacancies

2. All vacancies for Trainee Supervisors will be posted for specific terms as follows:
 - a. For Trainees hired between January 1 and April 30, the Trainees will be hired for a term that will expire on December 31 two calendar years following their date of hire.
 - b. For Trainees hired between May 1 and December 31, the Trainees will be hired for a term that will expire on December 31 three calendar years following their date of hire.

For all postings, the selection process, as determined by the Employer, will determine the successful candidate(s). A CUPE representative will be invited to participate in the selection process as an observer.

3. Within twelve months of ratification, the Parties agree to discuss the appropriate number of employees in the pools through the working group set out in Paragraph 8 of this LOU.

Performance Appraisals for Trainee Supervisors

4. Each Trainee Supervisor will have a minimum of two (2) formal Performance Appraisals during their Trainee Supervisory stage. The Performance Appraisal will be conducted by the appropriate management personnel. If the Employer has any concerns about a Trainee Supervisor, the Employer will notify the Union and advise the Trainee Supervisor of the concerns prior to the meeting. If at any time, the performance of a Trainee Supervisor is not acceptable, either as a Trainee Transit Supervisor or as a Trainee Transit Communications Supervisor, they will be removed from the Trainee Supervisors pool and placed back into their regular position.

Minimum Experience Required for Full Time Supervisor Vacancies

5. The Company will endeavour to provide all Trainee Supervisors with Trainee opportunities. Trainee Supervisors who refuse to accept Trainee opportunities will be removed from the Trainee Supervisor pool. Cases involving mitigating circumstances will be considered.
6. In order to be eligible for a promotion, the Trainee Supervisor must have completed their initial training plus an additional 450 hours in the Trainee Supervisor Pool associated with the Full Time Supervisor position to which the Trainee Supervisor is applying.
7. Trainee Supervisors who are hired as full time Transit Supervisors or Transit Communications Supervisors will have the periods they worked as a Trainee Supervisor accumulated for the purposes of determining placement in the salary range and eligibility for progression increases.

Working Group

8. The Parties agree to form a Committee, comprised of 2 members of the Union and 2 from the Company to discuss any issues relating to the Trainee Supervisor Pool.

Transition

This Letter of Understanding comes into effect on January 31, 2017. Between the date of the 2016 ratification of the Collective Agreement and January 31, 2017, the current Acting Supervisor Program will continue, notwithstanding the deletion of that LOU. Within one month of ratification, each Acting Supervisor currently in the Acting Supervisor Pool will be required to choose to be either in the Trainee Transit Supervisor pool or the Trainee Transit Communications Supervisor pool.

The term of each of these Trainee Supervisors will be determined in accordance with the language of Paragraph 2 above, and dependent on each employee's most recent hire date as an Acting Supervisor. Paragraph 6 of this LOU will apply to service accumulated after ratification.

This Letter of Understanding will remain in effect until the expiration of this collective agreement. In the event this Letter expires, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

Dated: December 12, 2016

Letter of Understanding # 11 Overtime Assignment – Transit Supervisors and Transit Communications Supervisors

The Parties have established an overtime procedure, the intent of which is, to the extent possible, equitably provide access to available overtime.

In the event the Parties wish to discuss it, the Parties agree to meet as a committee to review the procedure. The committee shall consist of the Duty Manager currently responsible for work assignment, the Manager of Transit Communications (or their designate), the Manager of Transit Supervisors, the CUPE 4500 Property Director for Transit Communications, and a CUPE 4500 Property Director representing Transit Supervisors.

It is understood that the new overtime assignment system (attached) agreed to by the Parties will not form part of the Collective Agreement, and will not result in additional administrative and/or overtime costs to the Company.

Dated: May 30, 2002

Modified: May 15, 2008

Modified: March 21, 2013

OVERTIME ASSIGNMENT PROCEDURE FOR TCOMM and TRANSIT SUPERVISORS (CUPE4500)

1. Intent

It is understood that this procedure is a living document effective the procedure date, and may be amended from time to time by mutual agreement.

This procedure is intended to provide equitable access to overtime availability to all Supervisors. During this process errors may occur – it is incumbent on Supervisors to advise the Employer immediately of any errors, to allow for appropriate opportunity to make necessary corrections.

2. Overtime summary list

The Overtime Summary List sets out the hours each employee has worked year-to-date. It is updated Tuesday and Friday.

3. Posting of Available Overtime:

- a) When the Employer determines that overtime is available, the following will occur:
 - 1) The Employer will post the overtime details (minimum of 2 hours):
 - a. If the Overtime is eight (8) hours, the shifts will be offered as two equal 4 hour pieces, if possible. However, if needed to ensure proper coverage, the shifts may be split in a different manner (minimum of 2 hours). It is further understood that both CMBC and CUPE, Local 4500 have a shared interest in ensuring that posted work is covered.
 - b. Employees who request both halves of the posted work and who would be assigned in accordance with paragraph 5 below, will be assigned the work.
 - 2) To “post” the work means the Employer will notify all Supervisors in the Classification by CMBC email, and also by either cell phone text message or personal email address, if the employee has submitted their information for this purpose. It is understood that employees are responsible for all charges incurred as a result of this use of their personal information, and for keeping the Employer updated of all changes.
 - 3) It is the Supervisor’s responsibility to check for email notifications and/or confirm if they “held the work”.
- b) Exemptions to the Overtime procedure may be required during special Events, weather related incidents or any other situations. In these situations, the Employer may cover the overtime by any means necessary.

4. Who can volunteer and how they make their interest known.

- a) Supervisors are eligible to volunteer as follows:
1. They may only work overtime in their own Classification.
 2. They must not be on AV/BOT/Sick Leave /secondment or any otherprescheduled time off during the time of the overtime.
 3. They may be on a Regular Workday or a Day Off.
 4. They must be able to start and finish the shift at the posted time and location.
 5. Adjustments to the overtime will only be made if only one Supervisor volunteers and they requires an adjustment.
- b) Supervisors who, as a result of accepting the opportunity, would not have 8 consecutive hours of rest between the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift are subject to the following:
- 1) If more than 2 Supervisors apply, only Supervisors who have an 8 hour consecutive rest period are eligible to be assigned the overtime; but
 - 2) If only one Supervisor applies, the Employer will either adjust the hours of overtime to accommodate the 8 hour rest period, or the Employer will adjust the hours of the Supervisor's shift the next day to accommodate the 8 hour consecutive rest period as follows:
 - i. If the 8 hour consecutive rest break permits the employee to return to their next regularly scheduled shift within four (4) hours of the start of the shift, the employee will suffer no loss of pay.;
 - ii. If the 8 hour consecutive rest break does not permit the employee to return to work within four (4) hours of the start of their regular shift, they will only be paid for hours of the regular shift they work.
- a) Supervisors wishing to volunteer must indicate their interest (ie. specify which overtime shift they are interested in and whether they want all or part of it – eg. Full Shift only, 1st half only, 2nd half only, etc):
- i. TCOMM Supervisors can put their names on the OT sheet in TComm and/or call to advise a Duty Manager.
 - ii. Transit Supervisors must call the designated scheduler or the Duty Managers (or TComm if no Duty Manager/scheduler are on shift) and may follow up with a confirmation email to the person to whom they spoke when they called.

5. Overtime Assignment:

There are 3 ways for overtime to be assigned, depending on when the Employer posts the work and sends out the notification in (3):

- a) Before 12:00 on the day before the work is due to start (because Supervisors are expected to call before 12:00 on the day before they return to work to resume from their bookoffs):
 - i. At 12:00, of the day before the overtime shift, the notification will go out.
 - ii. At 15:00 of the day before the overtime shift, the overtime will be assigned to the most senior volunteer who has the least amount of accumulated overtime as of the date of the Overtime Summary List.
 - iii. If no employee has volunteered by 15:00, then a second notification will be sent. In this case, the overtime will be assigned on a “first come, first served” basis.
- b) After 12:00 the previous day and more than 8 hours before the work is due to start:
 - i. The notification will be sent as soon as possible
 - ii. 8 hours prior to the start of the shift, the overtime will be assigned to the most senior volunteer who has the least amount of accumulated overtime.
- c) Within 8 hours before the work is due to start:
 - i. Email will still be sent to all Supervisors by the Employer (or by a TComm Supervisor, if no Duty Managers are available). The overtime will be assigned by any means necessary. The Employer will endeavour to provide a 30 minute window, where possible, to allow Supervisors to respond before assignment.
 - ii. If the overtime is for an early AM shift for which coverage is required, and there are no Duty Managers on shift, a TComm Supervisor will fill the first half of the shift by any means necessary and then the “AM” Duty Manager will assign the second half.

6. Acting Supervisors:

- a) Acting Supervisors will only be assigned overtime if no full time Supervisor volunteers, however, a Full Time Supervisor may, as long as the overtime is starting more than 8 hours later, exercise their opportunity to claim the overtime work. In that situation, all reasonable efforts will be made by the Full Time Supervisor who is claiming the work, to advise the Acting Supervisor of the change. It is the responsibility of any acting Supervisor who is assigned overtime work, to confirm they held the overtime work.
- b) Notwithstanding Section 5, All other terms of the Overtime Procedure apply to Acting Supervisors.

Dated: March 21, 2013

Modified: December 12, 2016

Letter of Understanding # 13 Early Retirement/IC “Top-Up”

The Parties agree to establish a voluntary early retirement/long-term disability “top-up” program to provide a monetary incentive for those who are totally disabled and who are sixty (60) years of age or older. The source of these funds will be the CUPE/IC reserves. The program will be designed, implemented and monitored by the Trustees of the CMBC Health and Benefit Trust.

The intent of the program is to provide long term efficiencies for the CUPE 4500 Long-term Disability Plan.

Dated: March 21, 2013

Letter of Understanding # 14 Temporary Market Adjustment

The intent of this Letter of Understanding is to provide for an expeditious means of addressing salary rate issues, which may be associated with such recruitment and retention challenges.

Positions identified to receive a Temporary Market Adjustment may relate to a specific trades group or specialized and/or unique positions.

Dated: November 16, 2007

Letter of Understanding # 16 Orderly Shutdown as a Result of a Labour Dispute

The Parties agree that employees represented by the CUPE will **assist with** an orderly and safe shutdown of transit services as a result of a labour dispute by other bargaining units.

Employees under CUPE jurisdiction will remain at work performing duties as directed, subject to applicable legislation, in order to ensure the safety and security of transit property and vehicles, until all transit vehicles are secured.

Prior to the commencement of job action of another bargaining unit, the parties will meet to determine how an orderly shutdown will be coordinated.

For BC Transit:

J. Lovitt

M. Madill

A. Dawson

D. Parker

For CUPE:

R. Spence

M. Weismantel

D. Dockstader

J. Easton

B. Kilby

Dated: March 15, 1994

Modified: January 28, 2020

Letter of Understanding # 17

Shift Trades for Transit Supervisors and Transit Communications Supervisors

This procedure aims to provide Supervisors with a degree of work-flexibility for personal convenience while preventing unacceptable exploitation of trading privileges and any adverse impact on productivity.

The following Rules will apply to all Supervisors participating in Shift-Trades:

1. Multi-day trades are permitted no more than twice per sign-up sheet and shall not be more than one full week in duration per trade.
2. Single or partial day trades will not be counted as a multi-day trade.
3. Trades shall be permitted between two full-time Supervisors with the same jobtitle.
4. The Employer will not be held responsible for non-repayment of time or trades between CUPE members.
5. For all trades, the Employee who has accepted the trade is responsible for the work on the day of the trade and will receive the appropriate premium(s) for the shift worked.
6. Three-way trades are not permitted.
7. Trades for cash are strictly prohibited.
8. Trades are subject to Employer's prior approval.
9. Trades will be processed through Payroll.
10. Either Party may suggest amendments at any time.

Any violation of this procedure will be considered a serious employment offence and subject to progressive discipline up to and including termination.

It is the intention of the Employer to administer this procedure fairly and consistently throughout the Department. In cases where a strict application of the foregoing rules has the effect of imposing an unintended or unreasonable restriction on the trading privileges of an individual supervisor, the manager may permit exemptions or exceptions. The Employer will not be bound to adopt such exemptions or exceptions departmental wide, until they have been reviewed and approved for compliance with the intentions of this procedure.

Dated: March 21, 2013

Letter of Understanding # 18 Shift Trades for Maintenance Employees

The Employer is prepared to permit Maintenance Shift and Service Supervisors to trade days off, subject to operational requirements and the following rules:

1. Trades are subject to the Employer's approval with written requests for full day trades submitted on a "CUPE Request for Shift Trade" form, forty-eight (48) hours in advance for approval.
2. Both dates of the trade must be provided at the time of the request. Open-ended trades are only permitted under exceptional circumstances.
3. Trades should be returned in the same pay period, to avoid a loss of pensionable time.
4. Employees may only trade days off with other employees with the same job title.
5. The employee working the shift will assume all responsibilities and duties for the shift worked.
6. Three-way trades are not permitted.
7. Trades for cash are strictly prohibited.
8. Employees are not permitted to work trades while on AV, BOT, UAV or LOA.
9. No employee will be permitted to make a trade that will result in an employee having less than an eight (8) hour rest period between shifts.
10. No employee will be allowed to trade when **they have** UAV or BOT accruals, unless a request for UAV or BOT has been denied for the same period.
11. Employee working the trade will be paid work time and any premiums.

Any violation of these rules will be considered a serious employment offence. In the case of exceptional circumstances Managers may make exceptions to the above rules, and will so inform the Union. However, these exceptions are made on a strictly without prejudice basis and will not be adopted as a practice unless they have been reviewed and approved by the Maintenance Department.

Dated: March 21, 2013
Modified: December 12, 2016

Letter of Understanding # 19
Taxable Benefit attributable to Transit Passes

The Parties agree to explore, during the life of the Collective Agreement and with the appropriate agencies, the feasibility of determining the minimum taxable benefit legally attributable to the actual usage of a Transit Pass issued to a spouse or eligible child as defined in Article 23.01.

Dated: December 12, 2016

Letter of Understanding # 24

Payment For Treatment Programs For Employees With Substance Use 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, CMBC will issue an interest free loan to a maximum of **seven thousand five hundred** dollars (**\$7500**) to cover the cost of the recommended treatment program;
- The employee will sign a Repayment Agreement authorizing CMBC to recover the debt by payroll deduction.
- The Company agrees to forgive the loan, provided the employee successfully completes **their** monitoring agreement. It is understood that the Company will agree to forgive the loan on no more than one (1) occasion during the term of an employee's employment with the Employer.

Dated: December 12, 2016

Modified: January 28, 2020

Letter of Understanding # 25 Accommodation/Medical Placement

(formerly LOU #25 & #32)

The Parties agree to form a committee consisting of two representatives from the CUPE Local 4500 and two representatives from Coast Mountain Bus Co. Ltd. It is understood that the committee will discuss issues related to accommodations, including cross-jurisdictional placements and return to work initiatives. The Committee may also meet with representatives from the other bargaining units at Coast Mountain Bus Co. Ltd. for this purpose.

The Committee further agrees to jointly recommend the following to the Unifor Locals 111 and 2200 and MoveUP, Local 378:

1. That there be a joint committee of representatives of CMBC, Unifor, Locals 111 and 2200, CUPE, Local 4500 and MoveUP, Local 378.
2. That the committee address cross-jurisdictional issues related to rehabilitation and return to work initiatives between the three bargaining units.
3. That the committee review and maintain currency with legal precedents and evolving law concerning these issues.

For BC Transit:

M. Madill

A. Dawson

D. Parker

For CUPE/CUPE Local 4500:

M. Weismantel

R. Spence

B. Kilby

Dated: March 13, 1996

Modified: March 21, 2013

Modified: December 12, 2016

Letter of Understanding # 27

Technological Change

The Parties agree to form a Joint Employer/Union Committee for the purpose of discussing technological change and its effect in the workplace.

1. Principles

The primary purpose of the Joint Committee is to discuss technological change that may impact CUPE Members, and to help ensure the duties are incorporated in the appropriate role(s).

2. Membership

The Committee shall be composed of six (6) members, three (3) each from the Company and Union. The Committee may be augmented as necessary to provide input about the issues under discussion.

3. Meetings

This Committee shall commence meeting prior to within six months of ratification, and shall meet once annually, unless the Parties agree otherwise. Either Party may call a meeting. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

Dated: May 15, 2008

Modified: December 12, 2016

Letter of Understanding # 28

Work Selection - Random Transit Supervisors and Random Transit Communications Supervisors

(formerly LOU #3)

The Parties hereby agree to implement work selection for Random Supervisors on a seniority basis, effective January 31, 1994. This agreement shall operate on a trial basis and shall be subject to further discussions as required to satisfy either Party's concerns.

Notwithstanding the foregoing, either Party may cancel this agreement by giving thirty (30) days notice to the other Party.

Work selection and assignment for Holiday Block/Random supervisors shall be administered in accordance with the following procedures:

1. All known random shifts to be open to all Random Supervisors to sign.
2. If a holiday block week is available, it will be signed by a Holiday Block Supervisor (ie. A Holiday Block Supervisor cannot choose to take a random shift unless there are sufficient Holiday Block Supervisors to cover all of the available holiday blocks).
3. All work assignments to be handled by phone.
4. Transit Communications Centre is to receive a copy of the worksheets for the information of the Random Supervisors outside normal business hours.
5. Random Supervisors to provide work preferences to the Employer if they are on authorized leave.
6. Short notice book offs to be assigned to the most appropriate make up shift by management. On a trial basis, the Employer will send notification to employees on a make up shift of short notice book offs. Employees may indicate their preference by 15:00.
7. Worksheets to be available by Friday at 12:00 noon for work to commence on the following Monday.
8. Seniority for Supervisors signed up on random shifts shall prevail as per the active list used during sign-ups, subject to the below:
 - a. A Holiday Block Supervisor working for a Random Supervisor shall assume the seniority of that Random Supervisor.
 - b. A Holiday Block Supervisor who takes a random position will slot in after the Random Supervisors, and then in their own seniority.
 - c. A Holiday Block Supervisor must sign in order of seniority for available work.

For BC Transit:

K. Smith

M. Madill

For the CUPE:

G. Thiessen

M. Weismantel

Dated: January 13, 1994

Modified: March 21, 2013

Modified: February 20, 2019

Letter of Understanding # 29

Random Service Support Supervisors - Notice Shifts

Notice shift - a shift that is available for fourteen days or more.

Example: If a regular Supervisor is anticipated to be off work for six (6) weeks due to a medical condition, **their** shift can be put on notice.

1. A Random Supervisor may choose to be placed on a notice shift as **their** regular work. The most senior Random Supervisor indicating a desire to place that shift on notice will be assigned the shift for the balance of the sheet or until the regular Supervisor resumes. If a signed up supervisor is booked off and is aware **they** will be away for fourteen (14) days or longer, **they** shall advise the Duty Manager so that the work can be offered for notice.
2. Supervisors working a notice shift will assume all of the obligations and days off of the Supervisor who signed the work.
3. When a Random Supervisor is working a notice shift and there is a new work sheet going into effect, the work of all booked off supervisors shall revert to notice if the remaining leave is fourteen (14) days of length or longer.
4. Random Supervisors may "bump" less senior Random Supervisors on notice shifts which were posted when they were on leave or when they had other notice shifts which they have now lost. A Random Supervisor who intends to bump a Random Supervisor who is working a notice shift during the next fourteen (14) day cycle will inform the Duty Manager within 24 hours of **their** return to work as a regular Random Transit Supervisor. Bumping will only occur at the beginning of a fourteen (14) day cycle.

Example:

Supervisor A - off sick from February 1 until March 15

Supervisor B - takes A's shift on notice and works it from February 1 until February 14

Supervisor C - senior to Supervisor B is off work from February 1 until February 7

Supervisor C - returns to work on February 8 and gives notice to the Duty Manager that **they** would like to bump B off of A's notice shift

Supervisor C - on February 14 during the **Random Supervisor sign-up**, for work commencing on February 28, will be able to bump off of A's notice shift for the period starting on February 28

Supervisor B - continues to work A's notice shift until February 28

Supervisor C - commences to work A's work on notice February 28

5. The employer will keep a list of the work that qualifies as notice shifts.

6. Those who cannot put work on notice include: holiday block Supervisors, regular Supervisors, and acting Supervisors.
7. A Random Supervisor who takes regular leave, annual vacation, *etc.*, while working a notice shift shall continue with the notice shift when they return to work.
8. Work taken on notice will not be traded. Exceptions may be made in exceptional circumstances with the permission of Manager, Transit Communications.

The terms, conditions, and practices outlined in the Letter of Understanding can be cancelled by either party with 30 days written notice.

For BC Transit:

J. Lovitt

M. Madill

M. Cox

For CUPE/CUPE Local 4500:

M. Weismantel

D. Dockstader

R. Spence

Dated: March 1, 1996

Modified: November 9, 2007

Modified: December 12, 2016

Letter of Understanding # 30

Hours of work for Fleet Maintenance and Overhaul Supervisors

All conditions of employment within the current CMBC/CUPE Collective Agreement shall be applicable unless specifically changed by this Letter of Agreement.

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

This Agreement shall be applicable to all Fleet Maintenance and Overhaul Supervisors.

1. Working Hours

The Work Day shall be determined by the Company and will comprise a Schedule of one of the following (hereinafter referred to as Schedule (a), Schedule (b) or Schedule (c)):

- (a) Any eleven (11) consecutive hours of work, exclusive of lunch periods except that two shifts in each seven (7) shall be ten (10) consecutive hours, exclusive of lunch periods. A one-hour unpaid meal period will be scheduled in the same manner as the ½ hour lunch breaks that exist under the other schedules.

It is the intent of the Parties that employees covered by this Schedule will work seventy-five (75) hours per pay period.

Designated lunch time(s) are:

- For those shifts that start at 06:00 and end at 18:00 hours, the lunch time is designated from 12:00 to 13:00 hours; and,
- For those shifts that start at 18:00 and end at 06:00 hours, the lunch time is designated from 0:00 to 01:00 hours.

OR

- (b) The Work Day shall be nine (9) consecutive hours of work, exclusive of a one- half (½) hour lunch break.

It is the intent of the Parties that employees covered by this Schedule will work seventy-two (72) hours per pay period, with the remaining hours being covered by the statutory holiday bank.

OR

- (c) The Work Day shall be three days of nine and one-half (9 ½) and one day of nine (9) consecutive hours of work, exclusive of a one-half (½) hour lunch break. The Employer will designate the lengths of the shifts for each day of the week. For employees on this schedule, the Parties agree that where these employees are located in Fleet Overhaul, this schedule is designed to ensure coverage to open and close Fleet Overhaul and accordingly, no additional payment will be made for opening and closing Fleet Overhaul.

OR

- (d) The Work Day shall be as set out in Article 9.02 of the Collective Agreement.

2. Work Week

Under Schedule (a):

The work week shall alternate between:

1. any four (4) consecutive calendar days of work followed by the next four (4) consecutive days as scheduled days off;
2. any three (3) consecutive calendar days of work followed by the next three (3) consecutive days off.

Under Schedule (b) and (c):

The work week shall be four (4) consecutive days of work followed by the next three (3) consecutive days as scheduled days off.

Under Schedule (d):

The work week shall be as set out in Article 9.02 of the Collective Agreement.

3. Work Year

A total of nineteen hundred and fifty six point seven (1956.7) hours, inclusive of benefit entitlement, will constitute a Work Year. Employees may be scheduled to work more, or less, than nineteen hundred and fifty six point seven (1956.7) hours in a specific year. The balance of nineteen hundred and fifty six point seven (1956.7) hours per year shall be achieved by rescheduling the employee's hours by mutual agreement of the employee and their Supervisor.

4. Salary

Employees shall receive the same rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules. The Employer will ensure that the scheduled hours are balanced to the hours paid.

5. Overtime

Overtime will be paid in accordance with the Collective Agreement, except that no overtime shall apply to the regularly scheduled shifts described in paragraphs 1 and 2 above.

6. Annual Vacation

Vacation entitlement shall be converted to hours and shall be as set out below unless changed through subsequent negotiations. The guiding principle for entitlements shall be that one (1) “day” as referred to in the Collective Agreement, will equal seven and one-half (7 ½) hours. Therefore, vacation entitlement shall be:

In the calendar year of:

1 st – 4 th anniversary	112.5 hours
5 th – 10 th anniversary	150.0 hours
11 th – 22 nd anniversary	187.5 hours
23 rd and later anniversary	225.0 hours

It is understood that references to “weeks” of vacation shall be interpreted using the guideline: one “week” = 37.5 hours.

Employees will be entitled to an additional seven and one half (7 ½) hours of vacation for each year of service commencing in the calendar year in which the employee’s twenty-fifth (25th) anniversary occurs until a total of two hundred and sixty-two point five (262.5) hours of vacation entitlement has been earned.

6.1 Statutory Holidays

Statutory holiday entitlement shall be eighty-two and one-half (82 ½) hours per year. Employees will be expected to work Statutory Holidays at straight time plus a half time premium for all hours worked where such holidays occur on their regularly scheduled work days. Employees covered by this Agreement who wish to take a statutory holiday off may request to do so, subject to staffing requirements and seniority. Any premium pay received may be taken as cash or added to the employee's existing overtime bank as set out in the Collective Agreement. For those employees who work Schedule (b), such employees will bank their annual entitlement of eighty-two and one-half (82 ½) hours to be used to make up the difference between thirty-six (36) hours and thirty-seven and one-half (37 ½) hours per week as set out in Item 1 – Working Hours. Hours left over may be taken as time off, subject to staffing requirements and seniority, or carried forward.

6.2 Sundays

Employees regularly scheduled to work on Sundays will be paid at the rate of time and one-half for the period of their scheduled shift that falls on a Sunday.

7. Sick Leave, Income Continuance and WorkSafeBC Injury Compensation

When employees are sick they will be paid for days lost provided that they have enough hours available in their unused sick leave bank.

For purposes of sick leave entitlements, days shall be converted to hours on the basis of one (1) day, as provided in Article 18.01, equals seven and one-half (7 ½) hours.

For purposes of the Medical Certificate requirement, if an absence due to sickness exceeds four (4) working days, a medical certificate may be required.

8. Executive Benefit Plan

It is the agreed intent of both Parties to this Agreement that as a general rule, all EBP days that are taken as time off pursuant to Article 8 of the Collective Agreement will be taken in blocks of one week. Notwithstanding the above, EBP days may be taken individually where there is mutual agreement between the Supervisor concerned and the Manager. The maximum accumulation in the EBP Time Bank is 112.5 hours.

9. Shift Relief Coverage

Shift relief coverage will be of one week or more duration. As much notice as is reasonable will be given prior to a shift change.

No loss of pay in a pay period will result from a shift change. Day off adjustments will be made by mutual agreement in order for supervisors to achieve a regular pay period.

Any extension of a regular schedule (consecutive days) during a shift change will result in overtime.

10. Changes to Work Schedules

It is agreed that the Company will provide the Union with the schedules available at each Centre at each sign-up. In the event the Company intends to make any changes to the design of the schedules, the Company agrees to provide notice to the Union and agrees to meet with the Union, upon the Union's request, to hear and consider any concerns the Union may have with regard to the changes.

Dated: October 6, 2004

Modified: March 21, 2013

Modified: December 12, 2016

Letter of Understanding # 33

Training and Skill Development Working Group

The parties recognize the value of training. To that end, the parties agree to form a working group to discuss the training and skill development of Transit Supervisors and Transit Communications Supervisors.

Depending on the subject matter, the working group will be composed of members from the Company and the Union who are recognized by both parties as having the expertise required to deal with the particular issue to be discussed.

Prior to each meeting of the working group, either party may raise agenda items for discussion. Such items will be raised with sufficient advance notice to allow the parties to invite the appropriate participants.

Dated: November 18, 2004

Letter of Understanding # 34 TComm and Transit Supervisor Coverage

- 1. In negotiating the renewal of the 2018 Collective Agreement, and in accordance with the Union's bargaining proposal(s), the parties discussed:**
 - a) Issues with LOU 10 and the Union's desire to remove it from the Collective Agreement;**
 - b) The possibility of creating a Relief Pool as a solution to the removal of LOU 10;**
 - c) Amalgamating the TComm and Transit Supervisor positions as discussed in previous and current round(s) of bargaining.**

- 2. Accordingly, the Parties agree to form a Working Group focused on seeking solutions to the points identified in number 1 above while working towards agreement(s) allowing for:**
 - a) Consistent hiring practices for Trainees;**
 - b) Better qualified employees to fill available positions under an amalgamated construct;**
 - c) Regular and consistent performance appraisals focused on successful outcomes for trainees;**
 - d) Fully qualified Relief Pool Supervisors that would be able to perform all duties of the position; and**
 - e) Consistent staffing requirements.**

- 3. The parties shall engage in discussions including, but not limited to:**
 - a) Ad Hoc Supervisor Coverage including the review of activities of Supervisors when they are engaged in activities outside their core duties.**
 - b) Evaluating the options for best achieving the goals of LOU#10: providing relief coverage and offering employees the ability to take their Collective Agreement entitlements (vacation, banked time, etc.), as well as providing a method to promote employees into the CUPE bargaining unit.**

- 4. The Parties agree:**
 - a) To engage the services of a mutually agreeable third party Consultant, who would provide recommendations to the Parties about how to best address and solve the issues raised. The Company agrees to pay the costs of the Consultant;**
 - b) That there may be a monetary cost associated with the (potential) creation of a new relief pool if it is decided to replace LOU#10. It is understood that cost increases are subject to agreement of the Company;**
 - c) To fully explore the above issues, starting on the date of Ratification and concluding by March 31, 2021. The parties agree that when possible, measures will be taken to expedite and complete the process in advance of March 31, 2021. If needed, the parties shall agree to an extension; and**

- d) That in the absence of agreement, a mutually agreed upon Mediator will be engaged to attempt to resolve the differences. The cost of the Mediator will be shared equally by the Parties. Recommendations of the Mediator will not be binding on the Parties.**
- e) The Parties further agree that if the Recommendations of the Mediator are not agreed to by the Parties, either Party may provide notice to advance the matter to arbitration. In such a case:**
- i. the Mediator will assist the Parties to outline the terms of an interest arbitration process; and**
 - ii. the Parties may agree to use the Mediator as an Arbitrator. If the Parties do not agree to use the Mediator as an Arbitrator, the Parties will select an Arbitrator and proceed to arbitration as quickly as possible.**
- It is understood that nothing prevents either Party from bringing the issue forward in a future round of bargaining.**

Dated: January 28, 2020

**Letter of Understanding # 35
Domestic Violence Leave**

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. doctor, lawyer, counsellor, shelter worker), an employee who is in an abusive or violent situation will not be subject to discipline if work performance or absence can be linked to the abusive or violent situation.

Dated: January 28, 2020.

**Letter of Understanding # 36
CUPE Flags**

The Employer will provide and maintain a flagpole at each depot which will fly the Union approved flag purchased and maintained by CUPE. It is agreed that the size of the flag will be of similar dimensions to other flags on the properties.

Dated: January 28, 2020.