

**AGREEMENT**

**Between**

**SkyTrain**

**British Columbia Rapid Transit  
Company Limited**

**and**

**Canadian Union of Public Employees  
Local 7000**

**Relating to  
WAGES and WORKING CONDITIONS**

**Ratification Date: July 26, 2023**

**effective September 1, 2023 – August 31, 2028**

**In Witness Whereof**, the parties herto have affixed their signatures:

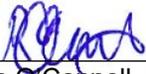
**For B.C. Rapid Transit Company Limited**



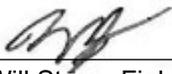
Kevin Payne, Labour Relations Director and Spokesperson



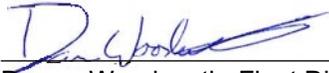
Elisa Athanassaskis, Human Resources Manager



Ryan O'Connell, Labour Relations Advisor

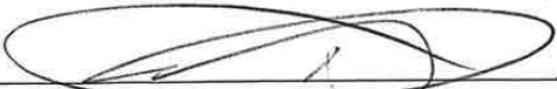


Will Steep, Field Operations and West Coast Express Director



Darren Woodworth, Fleet Director

**For Canadian Union of Public Employees Local 7000**



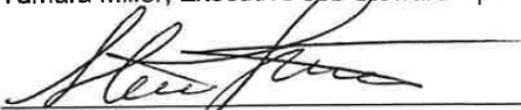
Tony Rebelo, President and Spokesperson



Crystal Hill, CUPE National Representative



Tamara Miller, Executive Job Steward Operations and Administrative



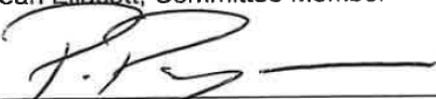
Steve Favero, Committee Member



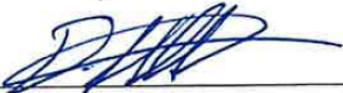
Brad Garnham, Committee Member



Sean Ellacott, Committee Member



Paolo Pasqua, Committee Member



Don Abbott, Committee Member

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## PREAMBLE

**This Agreement made Between  
B.C. RAPID TRANSIT COMPANY LIMITED  
(hereinafter called the "Company")  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 7000  
(hereinafter called the "Union")**

### **1. Term of Agreement**

- (a) Subject to paragraph 1(b) the term of this Collective Agreement shall be from **September 1, 2023 to August 31, 2028**. The Parties shall thereafter from year to year be bound by this Collective Agreement.
- (b) Upon the conclusion of the term of this Agreement and until a new agreement is reached, the Union may strike and/or the Company may lockout but it is understood and agreed that any time prior to a new agreement being reached, if no strike or lockout is in effect, the Parties will be bound by this Collective Agreement.
- (c) The Parties agree to exclude the operation of Section 50(1) and 50(2) of the Labour Relations Code of British Columbia.

- 2. Either Party may, at any time, give to the other Party four (4) months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be reopened on the date specified in such notice.

### **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. Seniority (Bargaining Unit)**

Where the words "bargaining unit" or "Union" are used in this Agreement, such reference shall be deemed to mean CUPE Local 7000 members employed by the Company and covered by the certificate referred to in Article 1.02 of this Agreement.

### **6. Joint Standing Committees**

Joint Standing Committees shall be instituted and continued on a variety of matters. In the event that an Employee Security Committee meeting is held outside of a committee member's normal working hours such time will be paid at straight time.

- 7. All references to "days" means "working days"; references to "years" means "calendar years".

- 8. This is and will remain a degendered document.

### **9. Spouse**

"Spouse" shall mean: a person who is not a member and who is legally married to, or who has cohabited as a spousal partner with the member for a period of not less than twelve (12) consecutive months. An employee may not claim to have both a spouse to who they are legally married and a spouse with who they are in a common-law relationship. Discontinuance of cohabitation for a period of more than thirty (30) consecutive days shall terminate the eligibility for benefits of common-law or same sex spouse. Only one (1) spouse is eligible for spousal benefit coverage at the same time.

10. **Dependent Child**

Unless otherwise defined by a benefit plan provider, statute or other authority, a "Dependent Child" is a child, other than a foster child, of an employee or their spouse, who is not married or in any other formal union recognized by law, under age twenty-one (21) (or age twenty-five [25] if a full-time student and entirely dependent on the employee for support) or of any age if incapable of self-support because of physical or mental disability.

11. **Environmental Stewardship**

The Parties are committed to developing and maintaining high standards of environmental stewardship. Our mission is to be a leader in environmental sustainability through innovative strategies which foster the protection and preservation of the environment.

**ARTICLE 1.00**  
**UNION AND MANAGEMENT RECOGNITION AND RIGHTS**  
*(Also refer to LOU #24)*

**1.01 Purpose**

- (a) The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees to further to the fullest extent possible the safety and welfare of the employees and to establish and maintain orderly collective bargaining procedures between the Company and the Union.
- (b) The Parties to this Agreement share a desire to provide a high level of service to the Company's **customers**, to foster efficient productive results, and to ensure economy of operation, quality of work, and protection of lives and property. Accordingly, the Parties are determined to establish, within the framework provided by the law, an effective working relationship at all levels of BC Rapid Transit Company Limited in which members of the bargaining unit are employed.

**1.02 Scope**

This Agreement shall apply to and be binding upon all employees of the Company described in a certification issued to the Union on April 23, 1999 and which are those "employed in any phase of office, clerical, technical, and administrative work except those excluded by the Labour Relations Code of British Columbia, and shall continue to apply to said certification as the same may be amended from time to time."

**1.03 Savings**

Should any provision or portion hereof be rendered invalid or materially altered by existing or subsequent enacted legislation, judgement, or order of a court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the term of the Agreement. The Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**1.04 Fair Practice**

(a) **Fair Practice**

Subject to the provisions of this Agreement, neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise, because of race, ancestry, conviction for an offence (unrelated to employment), family status, mental disability, physical disability, political belief, colour, religion, place of origin, age, sex, sexual **orientation**, gender identity **or expression**, or marital status; now and as provided within the Human Rights Code of British Columbia.

(b) **Equal Pay**

The Company shall not discriminate between employees by employing a person of **a** gender for any work at a rate of pay that is less than the rate of pay at which a person of **another** gender is employed in the same job classification.

**1.05 Recognition**

(a) **Recognition**

- (i) The Company recognizes the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 7000 as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Board on April 23, 1999 applies.
- (ii) The Company also recognizes any employee elected or appointed to act as a full-time officer of the Union and such officer shall be granted access to the premises at all reasonable times upon application to the appropriate Company official.
- (iii) The Company agrees to the placement of a CUPE – LOCAL 7000 logo of approximately three (3) inches by five (5) inches supplied by the Union on the inside of each train, in a position that is visible and easily maintained. The decal will also read "These trains are operated and maintained by CUPE members."

(b) **Correspondence**

- (i) The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement as it applies to the employees, shall be sent to the President of the Union or designate within ten (10) days of the creation of the correspondence.

(ii) The Company agrees that a copy of any correspondence between the Company and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in the Agreement as it applies to that employee, shall be forwarded to the President of the Union or designate within ten (10) days of the creation of the correspondence.

(c) **No Other Agreements**

(i) No employee covered by this Agreement shall be required or permitted to make a written or an oral agreement with the Company or its representative which conflicts with the terms of this Agreement.

(ii) Upon request, the Company will forward to the Union copies of letters of offer for Temporary employees covered under this certification.

(d) **Bulletin Boards**

The Company shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

(e) **No Discrimination**

The Company agrees that there shall be no discrimination of any kind against any employee because of membership in the Union.

### **1.06 Recognition and Rights of Stewards**

(a) The Company recognizes the Union's right to select Stewards to represent employees. The Company and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.

(b) The Union agrees to provide the Company with a list of the employees designated as Stewards for each jurisdictional area.

(c) A Steward or alternate shall obtain the permission of the immediate supervisor before leaving work to perform duties as a Steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify the supervisor.

(d) The duties of Stewards shall include:

(i) investigation of complaints;

(ii) resolving grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;

(iii) distribution of Union information;

(iv) attending meetings at the request of the Company;

(v) assist employees with EFAP referrals and job evaluations.

### **1.07 Leave for Union Business**

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

Should the departmental requirements preclude the Company from being able to accommodate a request for Union leave, the Union will be notified immediately. The Union will then have the option of cancelling the leave request or proceeding. In the event the Union chooses to proceed with the request, the Company will attempt to arrange for equivalent coverage and, if successful, will recover from the Union the cost of the replacement employee's wages. Replacement coverage will be filled in accordance with the terms of the Collective Agreement.

It is agreed that the following conditions will apply subject to departmental requirements:

(a) The Company will release the **Executive** Job Steward, up to one (1) day per week each with pay to a maximum of two (2) days total, in order to perform Union duties. Such day to be mutually agreed to by the parties. In the case that the **Executive** Job Stewards work in the same department, these

days may not overlap. When a leave of absence for an **Executive** Job Steward exceeds one (1) day in succession, the Company will recover from the Union the cost of any wages in excess of one (1) day, plus the applicable loading factor.

**The Company will pay wages for one (1) day a month to a maximum of one hundred and twenty (120) hours per year for the position of the Union President.**

- (b) The Company will not charge the Union for salaries of employees excused from work on Union business by arrangement with the **Labour Relations Director or designate** where such time is one (1) day or less, or where it involves joint union-management committees or government sponsored conferences; for example, Labour-Management conferences.
- (c) The Union may request leaves of absence, of one (1) day or less with pay, in order that Union Officers and/or Job Stewards may attend Union Executive, Job Steward meetings, or perform Union duties.
  - (i) In all of these cases, the Union will endeavour to provide each supervisor with a minimum of one (1) weeks' notice of a request for leave of absence.
  - (ii) When a leave of absence exceeds one (1) day in succession for any Union Officer, steward, or representative, (other than the **Executive** Job Steward), the Company will recover from the Union the cost of wages including an applicable loading factor for the total length of the leave.
- (d) The parties agree that the number of Job Stewards and Officers of the Union shall not exceed sixty (60) for the current size of the bargaining unit, **this will increase to sixty-five (65) effective September 1, 2026**. The distribution of such will take into account both operational and geographical considerations. However, should:
  - (i) the number of members increase, or
  - (ii) the work locations change substantially, the parties agree to meet to review the number of Job Stewards/Union Officers and their area of representation.

#### **1.08 Leave for Full-time Officers**

- (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence with the time involved considered as service with the Company. On conclusion of such leave of absence employees will return to the position they previously held with the Company.
- (b) Leave of absence in accordance with the foregoing will also be granted for a period of two (2) years for members appointed or elected to positions with the CANADIAN UNION OF PUBLIC EMPLOYEES.
- (c) For those filling elected positions in the CANADIAN UNION OF PUBLIC EMPLOYEES, the leave of absence will be reviewed every two (2) years.
- (d) The Company will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

#### **1.09 Obligations, Rights and Responsibilities**

- (a) **Obligations and Responsibilities**

The Company and employees agree that both have obligations and responsibilities to ensure that the public is provided with a safe, efficient light rapid transit system.
- (b) **Management Rights**

It is agreed that management, supervision and control of the Company's operations and direction of the working force is an exclusive management function. This includes among other things without restricting the foregoing, the exclusive right to determine:

  - (i) the employment, complement and organization of employees necessary to carry on the business and operations of the Company, and
  - (ii) the work methods and procedures applicable in the provision of light rapid transit services, and
  - (iii) the hiring of all employees and the right to establish work rules for scheduling, directing, and transferring employees from one job function to another. Management shall have the right to

promote, demote, lay off, terminate, suspend, and discipline any employee for just cause. It is agreed that these functions will be exercised in a manner consistent with the terms of this Agreement.

### **1.10 Bargaining Unit Work**

#### **(a) Bargaining Unit Work**

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except:

- (i) to overcome immediate short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available; or
- (ii) for training purposes; or
- (iii) for other unforeseen circumstances mutually agreed to by the Parties. It is understood that such agreement shall not be unreasonably withheld.

Any difference or dispute with respect to the interpretation or application of the foregoing shall be dealt with under the Grievance Procedure as set out in Article 3.02 of this Agreement. Should the matter be referred to Arbitration, and it is determined that a violation has occurred, the arbitrator may make an order which he/she considers fair and reasonable, having regard to the terms of this Collective Agreement.

#### **(b) Jurisdiction of New Jobs**

The Company **will** advise the Union of the introduction of **all** new jobs, **exempt or otherwise, and provide a draft job description for the new job with enough advance notice to facilitate meaningful discussion** before implementation or posting.

**New Jobs will be a standing item on the Labour Management meeting agenda for discussion between the Parties.**

Should the Parties disagree on the jurisdiction of a new job, the Company may fill the position in the normal manner and the Union may refer the matter as a dispute to the appropriate agent or agency that retains the final binding authority to determine the jurisdiction of new jobs.

However, should there be a subsequent declaration that the job is in the bargaining unit as a result of a challenge by the Union, the job will be posted as a vacancy and the incumbent will have no vested rights to the position unless otherwise agreed by the Parties.

### **1.11 Contracted Services**

The Company will not contract out work normally performed by any existing bargaining unit employee(s) if such contracting-out will result in any termination, layoff, or downgrading of any existing employee(s).

**A joint committee will be formed to review the Company's requirements for contracted services, discuss options for bringing work in house, and review alternatives to contracting work out.**

**The joint committee will consist of three (3) representatives from the Union and three (3) representatives from the Company.**

**The committee will meet not less than once every three (3) months or more often if needed with the goal to bring in third party contract work, or bring in work which is currently being sub- contracted. The parties will meet to discuss contracting in work which is currently contracted out. Where practical, prior to the Company contracting out any work which can be performed by the members of the bargaining unit, the Committee shall meet to discuss contracting in the work. Where practicable, the Union shall be given the opportunity within a reasonable amount of time to make a presentation to the Company prior to the Company contracting out.**

**The Company agrees to share all relevant information with the Union for the purpose of completing reviews.**

### **1.12 No Strike – No Lockout**

It is the intent of the Parties to assure uninterrupted transit service to the public during the life of this Agreement.

During the life of this Agreement, the Union will not authorize any strike or walkout and the Company will not cause any lockout.

Any employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered absent without pay.

### **1.13 Employee Definitions**

The recognized categories of employees are:

- Full-time regular employees
- Part-time regular employees
- Temporary employees
- Casual employees

#### **(a) Full-Time Regular Employees**

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of five hundred (500) actual hours worked, or sixty-five (65) actual shifts worked, whichever is less. This period excludes time spent in classroom training (to a maximum of eighty [80] hours) as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Articles 15, 21, and 26. By agreement with the Union, the Company may hire a full-time temporary employee to fill a position temporarily vacated by a full-time regular employee on leave of absence, sick leave or annual vacation.

#### **(b) Part-Time Regular Employees**

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature.

By agreement with the Union, the Company may hire a part-time temporary to fill a position vacated by a part-time regular employee.

Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned schedule **to provide staffing for peak operation requirements** but will not work more than thirty (30) hours per week, except that part-time regular employees covered by Article 12, who have an unbalanced schedule, may work up to sixty (60) hours per pay period, providing their shift does not exceed five (5) working days in a week or ten (10) hours in a day.

In addition, a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, lieu days or annual vacation, without change to full-time regular status. The Company agrees to advise the Union of all such assignments in excess of five (5) days.

In departments with more than one part-time regular employee, the Company will endeavour to equitably distribute, on an annual basis, the regularly scheduled hours for all part-timers in the same job classification within such departments.

In addition they agree, wherever practical, to combine existing part-time jobs to create as many full-time positions as possible.

In order to cooperate in this endeavour the Union agrees to waive the requirement to post vacancies under Article 7.10 and the Company agrees to offer these full-time vacancies to the current part-time SkyTrain Attendants, in the order of their seniority.

New employees will be considered probationary for a period of five hundred (500) actual hours worked, excluding time spent in classroom training (to a maximum of eighty [80] hours) as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Articles 15, 21 and 26.

Annual vacation entitlements shall be earned on a pro-rated basis in accordance with their regularly scheduled shift hours.

Payment for annual vacation and statutory holidays will be made in the pay period in which they are taken and will be pro-rated in accordance with their regularly scheduled work hours. An adjustment will be made at vacation year end to provide 6%, 8%, 10%, 12%, 12.4%, 12.8%, 13.2%, 13.6%, or 14% of gross earnings, depending on their entitlement for vacation pay and 4.61% of gross earnings for statutory holiday pay.

(c) **Full-Time/Part-Time Temporary Employees**

An employee hired full-time or part-time to perform work of a temporary nature in connection with a specific project(s), work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid the rate for the job. The employee will participate in Benefit Plans in accordance with Articles 15 and 21 but will not be eligible for Long Term Disability until the employee attains regular status.

An employee hired on this basis will be informed of the projected length of employment and work to a specific work schedule. Such schedule may be amended upon forty-eight (48) hours' notice to the employee.

The Company will provide the Union with a list of jobs which are being filled by an employee hired under this basis. The list shall include the projected length of the job and will be updated monthly.

Unless otherwise agreed prior to commencement of the assignment, an employee hired on a temporary basis will either be terminated or will achieve regular status on completion of one (1) year of continuous service. If the decision is to continue the employment relationship, the employee shall be considered to have regular status from the commencement of such temporary employment. Should the employee be terminated, the Company can not rehire the employee, as a temporary, for a term of two (2) months from the date of termination.

(d) **Casual Employees**

**(Also refer to LOU #24)**

- (i) An employee hired on an as-and-when-required basis such as to relieve a regular employee on leave of absence, sick leave, annual vacation, and other authorized leave or to accommodate part-time short-term workload requirements, temporary work in connection with a specific project(s), work overload, and seasonal peaks. It is intended that employees hired under this basis will work in administrative capacities only.
- (ii) This category will not be used to fill vacant or additional full-time positions.
- (iii) Employees hired to work under this definition will be paid the rate for the job, and in addition will receive a premium of 22.12% in lieu of benefits, annual vacation and statutory holidays. **Casual employees will receive five (5) paid sick days after they have completed ninety (90) days of employment.**
- (iv) The Company may establish a pool of employees to act as Casuals, providing they do not work for more than **six (6)** consecutive weeks in any one job.
- (v) Vacancies arising from absences described above lasting more than **six (6)** consecutive weeks, must first be offered to regular employees from within the bargaining unit in accordance with Article 7.10.
- (vi) In the event that no **regular** CUPE employees are available **as described in (v) above**, the Company may request an extension of the **six (6)** week limit. Agreement to extend casual employees will not be unreasonably withheld.

**ARTICLE 2.00**  
**UNION SECURITY AND DEDUCTION OF DUES**  
*(Also refer to Appendix B)*

**2.01 Terms**

- (a) All employees presently members of the Union, shall as a condition of continued employment, remain members of the Union and shall pay the regular bi-weekly Union dues to the Union for the term of the Agreement.
- (b) The Company further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of continued employment, fifteen (15) days from the date of employment, become and remain members of the Union.
- (c) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular bi-weekly dues payable to the Union by a member of the Union.
- (d) Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once bi-weekly, together with a list of employees from whom such deductions have been made.
- (e) The Company shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup>, of the succeeding year.
- (f) The Company will supply the Union, on request but not more often than twice a year, with a listing of CUPE employees, showing name, gender, job title, job group, division, department and work location in the order requested.

**2.02 Policy and Procedures**

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

**2.03 Labour/Management Cooperation**

The Union agrees to cooperate with the Company in improving general efficiency and administrative practices.

**2.04 Liaison Committee Meetings**

*(Also refer to Appendix B)*

Liaison Committee Meetings shall be held at mutually convenient times and locations for discussions of matters of mutual interest and shall be attended by senior representatives appointed by each Party. The Parties shall endeavour to hold such meetings at four (4) month intervals.

**2.05 Union Information to New Employees**

The Company agrees that new employees will be informed, as part of employee orientation, that a Collective Agreement is in force and they will be provided with a copy. In addition, the Company agrees that a Union representative or Job Steward will be given an opportunity, following the orientation, to address new employees during regular working hours, for a period of up to thirty (30) minutes, concerning Union membership, Union structure and other matters relating to the employee's membership in the Union.

**ARTICLE 3.00**  
**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 any questions as to whether the matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. All grievances shall be settled in accordance with the procedures set out below.
- (c) Copies of all correspondence relative to each stage of the grievance procedure must be forwarded to the employee, Union and Company.
- (d)
  - (i) An aggrieved employee may be present at any or all steps of the grievance procedure.
  - (ii) In the event a grievance meeting is held during the time an employee is at work, there will be no loss of pay for the employee.
  - (iii) In the event the Parties agree to hold a grievance meeting outside the employee's scheduled work hours, the grievor shall be paid as time worked at straight time.
  - (iv) In the event the Parties agree to hold a Stage II grievance meeting outside the Union Representative's scheduled work hours, the Union Representative shall be paid as time worked at straight time.
  - (v) It is understood that an employee who is on suspension without pay or who has been terminated, will not receive payment for attendance at grievance meetings.
- (e) For the purpose of this Article, "days" shall mean "calendar" days.

**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 **Labour Relations Director or designate**, shall initiate such grievance by letter. Within seven (7) days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to Arbitration as set out in Stage III below.

**3.03 Employee Grievance(s)**

**Preamble**

It is the mutual desire of the Parties that complaints and grievances shall be adjusted as quickly as possible. 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**

An employee may have a Job Steward present at any discussion dealing with a complaint. Where an employee has 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 ten (10) days from the date the employee became aware of the event causing the complaint.

**(b) Step I**

Should a complaint be unresolved, it may be submitted in writing by the Union to the immediate supervisor and supervisor's superior. This must be done not later than ten (10) days from the date the complaint was first discussed under the complaint procedure. The Parties shall meet within ten (10) days of the Union submitting to Step I and the supervisor and/or the supervisor's superior shall provide a written answer within ten (10) days of such meeting.

(c) **Step II**

Should a grievance be unresolved at Step I, it may be referred in writing by the Union to the supervisor's superior and the **Labour Relations Director or designate** within ten (10) days of the receipt of the Company's Step I reply.

The Parties shall meet to investigate and attempt to resolve the grievance within ten (10) days of the Union's referral to Step II. The Company shall give a written reply within ten (10) days of the Step II meeting.

Should a grievance be unresolved at Step II, it may be referred by written notice to Step III within ten (10) days of receipt of the Company's Step II reply.

- (d) (i) Notwithstanding 3.02(b) and 3.03(c) above, the Parties agree to the following provisions for a mutually agreed upon Grievance Mediator. Said mediator may be requested by the Parties to assist in the resolution of disputes which remain unresolved after the completion of Step II of the Union/Company grievance procedure.
- (ii) This procedure is not intended to replace the grievance and Arbitration procedures provided for in this Agreement.
- (iii) Either Party may request that a grievance be referred to mediation provided that such request is made within ten (10) days of the receipt of an answer at Step II of the grievance procedure. Any such request is subject to the mutual agreement of the Parties.
- (iv) Where it is mutually agreed that a grievance is to be referred to mediation, then the time limits for referring that grievance to Arbitration shall be suspended pending the outcome of the mediation process, at which time the time limits present in Article 3.03(c) of the Collective Agreement shall be in force.
- (v) The role of the mediator shall be to review the positions of both Parties and to make written recommendations. It is understood that said recommendations shall not be binding upon the Parties unless mutually agreed otherwise.
- (vi) For the duration of this Agreement, the mediators shall be mutually agreed to by the Parties.
- (vii) The Parties agree that all costs and expenses related to this process will be shared 50/50 by the Parties.

(e) **Step III - Arbitration**

- (i) All grievances submitted to Arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to Arbitration. Should the Parties fail to reach agreement within seven (7) days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render a judgement, and the decision shall be final and binding on the Parties and the employee(s) affected by it.
- (ii) The findings and decisions of the Arbitrator shall be binding and enforceable on all Parties.
- (iii) Each Party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iv) Where the Arbitrator determines that dismissal or discipline is excessive in all circumstances of the case, the Arbitrator may substitute such other penalty for dismissal, suspension or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (v) The Arbitrator's decision shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may interpret its provisions.
- (vi) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
- (a) direct the Company to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, as the case may be, is fair and reasonable, or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

### **3.04 Expedited Arbitration**

If a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a third party mutually agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendation to resolve the difference within thirty (30) days of the date of receipt of the request, and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

### **3.05 Time Limits**

Where the time limits mentioned in this section are not met by the grieving Party, the grievance shall be deemed to be abandoned and may not thereafter be reinstated. This provision should not be used to deny any employee rights under the Provincial Labour Statutes. 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 Company and the Union.

### **3.06 Discipline, Termination, Suspension Grievances**

- (a) It is the intention of the Parties that corrective action, if necessary, be aimed constructively at assisting employees to solve problems of performance and/or conduct.

Accordingly, it is agreed that a positive discipline approach shall be used by the Company in dealing with disciplinary matters.

Any grievance dealing with discipline, termination or suspension may begin at Step 2 of the Grievance Procedure.

- (b) Any discharged or suspended employee may within seventy-two (72) hours of discharge or suspension, in writing, require the Company to provide the reasons for the discharge or suspension and the Company will give such reasons in writing within seventy-two (72) hours of request.
- (c) A Steward must be present where the Company is to discipline, terminate, suspend, or grieve an employee.

**ARTICLE 4.00**

**WAGES**

*(Also refer to Appendix A, Articles 7.02, 7.05)*

**4.01 Term of Agreement**

**September 1, 2023 to August 31, 2028**

**4.02**

**(a) (i) Wage Increases**

The following wage increase will apply to all classifications, applicable on base wages as of September 1<sup>st</sup> of each year:

**September 1, 2023            6.75%**

**September 1, 2024            Increase rates of pay by the annualized average of BC CPI over twelve (12) months starting September 1, 2023, to a minimum of 2.0% and a maximum of 3.0%**

**September 1, 2025            2.5%**

**(ii) Positions Eligible for Trades Adjustment (see 4.02(c) for eligible positions)**

**September 1, 2025            0.24% + \$0.25**

**September 1, 2026            2.5% or the general wage increase achieved by Unifor at CMBC whichever is greater.**

**September 1, 2027            2.5% or the general wage increase achieved by Unifor at CMBC whichever is greater.**

**(b) Trades Adjustment**

After the September 1, 2023 general wage increase is applied, the following adjustments will be made:

<b>Electronic Technician</b>	<b>additional \$1.70 pr/hr</b>
<b>Guideway Technician</b>	<b>additional \$2.39 pr/hr</b>
<b>Maintenance Technologist</b>	<b>additional \$2.00 pr/hr</b>
<b>Plant Technician</b>	<b>additional \$1.70 pr/hr</b>
<b>Power Technician</b>	<b>additional \$2.23 pr/hr</b>
<b>Support Equipment Technician Guideway and Plant</b>	<b>additional \$1.70 pr/hr</b>
<b>Test Technologist Electrical and Mechanical</b>	<b>additional \$2.00 pr/hr</b>
<b>Welder</b>	<b>additional \$1.34 pr/hr</b>
<b>Welder Technician</b>	<b>additional \$0.74 pr/hr</b>

On September 1, 2024, and prior to the general wage increase being applied, Power Technicians will be adjusted a further \$2.23 per hour followed by the general wage increase.

**(c) Non Eligible Trade Adjustment September 1, 2025**

This adjustment will apply to SkyTrain Attendants, Asset Integration Monitors, Guideway Labourers, Elevator/Escalator Labourers, Vehicle Labourers, Parts Driver, Customer Service Attendant, and all positions under Administrative Job Titles in Appendix A that are not also listed in the List of Eligible Trades in Article 4.03

#### 4.03 Specific Job Rates

Specific job rates for each job category are listed in Appendix A.

#### List of Eligible Trades

Certified Partsperson	Senior Storesperson
Certified Storesperson	Support Equipment Technician (Guideway)
Control Centre Instructor	Support Equipment Technician (Plant)
Control Operator	Support Shop Serviceperson
Electronic Technician	Support Shop Tech – Electrical
Elevator/Escalator Serviceperson	Support Shop Tech – Electronic
Elevator/Escalator Technician	Support Shop Tech – Mechanical
Guideway Serviceperson	Test Technician
Guideway Technician	Test Technologist – Electrical
Machinist	Test Technologist – Mechanical
Maintenance Scheduler	<b>Test Technologist – Special Projects</b>
Plant Serviceperson	Technical Writer
Plant Technician	Vehicle Body Repair Technician
Power Serviceperson	Vehicle Technician
Power Technician	Welder
Ride Quality Monitor	<b>Welder Technician</b>

#### 4.04 Pay Day and Pay Statements

- (a) All employees covered by this Agreement shall be paid not less frequently than every second Friday. Statements to be available for Thursday night shift. Remaining shifts to receive statements not later than Friday noon. Cutoff date for pay period ending every second Saturday at the end of the night shift.
- (b) The Company shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set the rate of wages applicable, all premiums, shift differentials and all deductions made from the gross amount of wages. Also, a running gross and net total of all earnings and deductions.
- (c) The Company may provide an itemized statement to an employee electronically if the Company provides to the employee, through the workplace:
  - (i) confidential access to the electronic statement, and
  - (ii) a means of making a paper copy of that statement.
- (d) When there is an error of short payment or any other type of error caused by the payroll section, this shall be corrected and any monies owing shall be paid not later than three (3) working days from the date the Company's payroll official is notified of the error; providing, however, that amounts less than one hundred dollars (\$100.00) will be paid on the next pay day. In the event of a complaint regarding monies earned or hours worked, employees shall have access to their time cards in question.

**ARTICLE 5.00**  
**JOB EVALUATION**

**5.01 Job Descriptions**

- (a) All bargaining unit employees will be covered by a job description, and a statement of qualifications for each job, the title of which will be set out in Appendix A. Appendix A will be updated every six (6) months by the **Company** and forwarded to the Union office. All job descriptions shall state that a job is either Administrative or Non-Administrative.
- (b) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties not set out in the job description must not be of a nature that will affect the rating of a job.
- (c) Job descriptions will be written in a clear and concise manner outlining the major duties of the job.
- (d) Job descriptions will be prepared by the **Company** after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the representative group of affected employees will initial the final job descriptions indicating that they have participated in the preparation of the job descriptions. This will not abrogate any rights of appeal or constitute agreement.
- (e) Existing job descriptions and statements of qualifications may be changed or revised by the Company subject to the changes in duties, responsibilities and qualifications being properly documented into the job description except as outlined in 5.01(b). The Company will advise the Union of changes or revisions to existing job descriptions. Should the Union have any concerns or suggestions with respect to such changes or revisions, they will advise the Company of the same in writing. The Company will review and evaluate the Union's suggestions and determine the content of the final job description. The Company will forward the finalized descriptions to the Union Office upon completion.

All job descriptions covered by this Agreement shall be on file in the library of the Company, such description will identify qualifications and experience required.

- (f) The Company will advise the Union of the creation of new job classifications and forward such job descriptions to the Union Office within a reasonable period prior to the posting of the positions.

**5.02 Job Evaluation: Administrative Jobs**

- (a) All job descriptions will be evaluated by the **Company**, and those job descriptions and evaluations will be provided to the Union Job Evaluation Officer. Jobs will not be posted until the new or revised job description has been prepared, evaluated and forwarded to the Union Job Evaluation Officer. Job descriptions applicable to each department of the Company will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the **Company**.
- (b) The assignment of wage rates will be substantiated by outlining the elements of the duties that establish the wage rates. The rating of all job factors will be done using the factor and level definitions outlined in the approved gender-neutral Job Evaluation Plan.
- (c) When jobs are to be down-graded the Union will be notified and given reasons in writing fifteen (15) working days prior to the effective date.
- (d) Upward adjustments arising out of job evaluation will be retroactive to:
  - (i) The date the evaluation was requested by the incumbent, or
  - (ii) The date the job duties changed substantially.

### 5.03 New Jobs

#### (a) New Jobs

The Company will provide to the Union descriptions of new jobs prior to their implementation, and no job will be posted until the Union has received a copy of the job description.

The Company and the Union will meet to discuss and attempt to agree on the rate for the job, uniform, schedule and applicable training.

Should the Parties fail to reach agreement on the rate for Administrative jobs, the matter can be referred to Arbitration by either Party under 5.05(c) for a final and binding decision. Where the Parties fail to agree on the rate for Non-Administrative jobs, the matter may be referred to Arbitration by either Party under Article 3.03(e) or 3.04 for a final and binding decision.

#### (b) Changes to Non-Administrative Job Descriptions

Should the Union and the Company not agree as to the rate for a job as a result of changes to the job description under 5.01(e), the matter may be referred to Arbitration by either Party under Article 3.03(e) or 3.04 for a final and binding decision.

### 5.04 Job Evaluation Appeal Officers

(a) The Parties agree that Job Evaluation Appeal Officers shall be designated from the respective staffs of each Party and will typically consist of an officer of the Union and a Labour Relations representative from the Company.

(b) The primary responsibility of the Job Evaluation Appeal 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 Article 5.05.

### 5.05 Job Evaluation Appeal/Request Procedure

#### (a) Step I

Any employee or department manager or the Union may initiate, in writing, a Job Evaluation Appeal/Request to the Labour Relations Director or designate who will respond to and/or meet with all Parties involved to resolve the appeal/request within twenty (20) working days. In order to justify the re-evaluation of a position, the incumbent must be able to demonstrate measurable changes in duties and responsibilities.

#### (b) Step II

Should such appeal/request remain unresolved, it may be referred by the Union in writing to the **Labour Relations Director or designate** within fifteen (15) working days of receipt of the Step I response, for resolution through the Job Evaluation Appeal Officers. The Union and Company Job Evaluation Appeal Officers shall meet and attempt to resolve the appeal through the application of the approved Job Evaluation Plan.

#### (c) Step III

In the event that the Job Evaluation Appeal Officers are unable to resolve the appeal within thirty (30) working days of referral to Step II, the appeal will be referred by the **Labour Relations Director or designate** to the Standing Arbitrator for final resolution within twenty (20) working days. In such instances, Job Evaluation Appeal Officers will submit their findings, (i.e. independent job review, description, and evaluation) to the Standing Arbitrator with copies to the Union and the **Labour Relations Director or designate**. The Arbitrator shall proceed at a time mutually agreed to by the parties to resolve the appeal by investigating the dispute, consulting with the Appeal Officers and applying the approved Job Evaluation Plan. This will include a hearing of the Appeal Officers and may include an on-the-job review by the Arbitrator if required. Should an on-the-job review be deemed necessary, the interim findings of such review shall be presented by the Arbitrator to the Appeal Officers for comment prior to reaching a determination. The Arbitrator will then submit **their** decision to the parties in a written report which, where possible, shall be limited to two (2) typewritten pages. Such decision will be final and binding on the Parties.

The Arbitrator's terms of reference will be limited to addressing those factor ratings which are in dispute or factors related thereto.

Job evaluations and groupings of jobs established under the approved Job Evaluation Plan shall be changed only through application of that Plan, and related procedures as set out in this Article.

**5.06 Standing Arbitrator**

The Parties agree to employ and share all costs of a mutually agreed named individual, chosen for their expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Article 5.05 through the application of the approved Job Evaluation Plan.

**ARTICLE 6.00**  
**SENIORITY**  
*(Also refer to Article 1.13b)*

**6.01 Definition**

Seniority shall mean length of continuous service with the Company for employees in the bargaining unit who were with the Company prior to certification. Thereafter, for employees who enter the bargaining unit following the date of certification, seniority shall mean the length of continuous membership in the Union, if such membership is concurrent with elapsed time as an employee covered by the CUPE certification.

**6.02 Temporary Employees**

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

- (a) Effective December 21, 2006, temporary employees who obtain regular status will be granted seniority starting from their last date of hire for unbroken service with the Company, excluding any gaps between eligible periods of service.
- (b) Casual employees who obtain regular status will be granted seniority based on hours worked, excluding overtime, beginning with the last date of hire for unbroken service with the Company.

For purposes of this Article, a break in service is defined as not having worked any hours in a three (3) month period.

**6.03 Part-time Regular Employees**

*(Also refer to Article 1.13b)*

Part-time regular employees shall accumulate seniority on the same basis as full-time regular employees. It is understood that seniority is calculated from the last date of hire. Prior to September 12, 1990, part-time regular employees accumulated seniority on the basis of scheduled hours worked.

**6.04 Leave from Union**

An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of return to work in the bargaining unit except as otherwise provided in this Agreement.

**6.05 Seniority Lists**

A seniority list of employees will be maintained by the Company and copies supplied to the Union on request.

**6.06 Loss of Seniority**

Employees shall lose their seniority and shall cease to be an employee if they:

- (a) voluntarily quit the employ of the Company;
- (b) are discharged for just cause;
- (c) are on layoff and fail to report back to work within ten (10) calendar days of a Notice of Recall by registered mail to the last address on record with the Company;
- (d) are on layoff and fail to respond within ten (10) calendar days to a Notice of Recall. This provision may be waived should the employee provide a reason which is acceptable to the Company for such failure to report;
- (e) are laid off for a period in excess of the recall period provided for in Article 8.05(a).

**6.07 Leave of Absence**

- (a) Military leave of absence, leave of absence on Union business approved by the Union or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.
- (b) Leaves of absence granted to employees under Article 19 shall not be considered as a break in seniority, providing the employee continues to pay the required Union dues. The Union will be informed of all leaves of absence exceeding three (3) months.

**6.08 Recall List**

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

### **6.09 Inclusion in Bargaining Unit**

Upon a decision by the Parties or the Labour Relations Board that a person and a job classification previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the employee involved, at the employee's option, may be granted seniority credit for that period of exclusion provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry. Seniority achieved under this clause will not be utilized under the layoff and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provisions within the first six (6) calendar months from the date of entry.

### **6.10 Promotion from Bargaining Unit**

Employees who leave the bargaining unit voluntarily (i.e. through promotion) will be granted accumulated seniority for the purpose of returning to their bargaining unit position provided they continue to pay dues and that such return occurs within a period of six (6) months of the date of leaving the bargaining unit.

- (a) The position of the individual leaving the bargaining unit shall be treated as a temporary vacancy in accordance with Article 7.16 for a period no longer than six (6) months. In the event the individuals return to the bargaining unit prior to the expiry of the six (6) month period they shall displace the employees temporarily filling the position, who shall revert to their previous positions.
- (b) In the event the individual does not return to the bargaining unit, then the means of filling the position at the expiry of the six (6) month period shall be in accordance with Article 7.16.
- (c) In the event the individual fails to return prior to the six (6) month period, that individual must apply for a vacancy through the job-posting process, recognizing the provisions of Article 7.09.
- (d) Where an employee has been temporarily promoted or transferred to a supervisory or non-bargaining unit position as provided for in Article 6.11, the six (6) months referred to in 6.10(a) (b) and (c) will be reduced by the total amount of time spent in the same excluded position over the previous twelve (12) months.

### **6.11 Temporary Transfers to Excluded Positions**

All regular status employees, temporarily promoted or transferred to a supervisory or non-bargaining unit position will be considered to be on leave of absence from the bargaining unit for the term of the assignment.

Leaves of absence from the bargaining unit for the above reasons in excess of six (6) months (1040 actual hours worked, prorated for part-time employees) in duration or that total more than six (6) months (1040 actual hours worked, prorated for part-time employees) in the last twelve (12) months (2080 actual hours worked, prorated for part-time employees) must be approved by the Union. Union approval will not be unreasonably withheld. Employees who do not return to their bargaining unit position in accordance with this article are deemed to have left the bargaining unit.

In the event the vacancy created by the temporary promotion or transfer is to be filled, it shall be posted. Such posted vacancies shall be filled in accordance with Article 7.10.

The employee will continue to pay dues based on the wage rate held in the temporary position. It is agreed that such leaves of absence shall be automatically cancelled in the event of a legal strike or lock-out.

During the leave of absence, employees shall continue to be covered by Articles 2, 3, 6, 7, 8, 9 and 19 of the Agreement insofar as they affect the employee's status within the bargaining unit. Otherwise, the employee, during the period of assignment, shall be covered by the policies and procedures covering exempt employees.

### **6.12 Relief Supervisors (NEW)**

**When required by the Company, employees shall be offered the assignment of Relief Supervisor. Two of the main purposes of the Relief Supervisor position are:**

- (a) **To provide relief supervisory coverage in the absence of a Regular Supervisor, subject to the terms of Article 6.11; and,**
- (b) **To allow the Company and the employee to test the suitability of the position and the individual.**

**Relief Supervisors shall perform the tasks normally carried out by Supervisors such as organize and direct staff, as well as attend meetings on their behalf.**

**During such temporary promotions out of the bargaining unit, Relief Supervisors shall not undertake disciplinary action. They will, however, be expected to respond to all issues and deal with them appropriately. Situations which may warrant investigation to determine if disciplinary action is appropriate shall be reported by the Relief Supervisor to the appropriate Manager for action.**

**ARTICLE 7.00**  
**EMPLOYMENT, TRANSFER AND TERMINATION**  
*(Also refer to Article 1.13(b), 20.05 and LOU #20)*

**7.01 New Employees**

- (a) (i) All full-time employees entering the Company in jobs under the Union's jurisdiction are to be considered as probationary for a period of five hundred (500) actual hours worked, or sixty-five (65) actual shifts worked, whichever is less. Part-time employees are considered as probationary for a period of five hundred (500) actual hours worked.
  - (ii) A probationary period shall not commence until the employee has successfully completed the recognized classroom training (up to a maximum of eighty [80] hours) for the classification into which they were hired. Such period may be extended for up to an additional five hundred (500) actual hours worked by mutual agreement between the Company and the Union.
  - (iii) One (1) week before the expiry of the period, the supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. During this period a supervisor may terminate the employee.
- (b) New employees entering the Company in jobs under the Union's jurisdiction shall be required by the Company to undertake a physical examination by a medical doctor, male or female, appointed by the Company confirming that they are medically fit to perform the work. It is understood that the employee shall have the choice of selecting the male or female doctor to perform the examination.

**7.02 Hiring Rates**

- (a) All new employees hired by the Company shall be hired at a trainee rate. Such rate shall be three-quarters ( $\frac{3}{4}$ ) of the normal starting rate for a training period of six (6) weeks.

Upon successful completion of the training period, the employee shall move to **ninety percent (90%) of the rate for the position as listed in Appendix A until they reach their first anniversary. Thereafter, they shall receive one hundred percent (100%) of the rate for the position as listed in Appendix A. The ninety percent (90%) will apply to the positions listed in Article 12.01, and any positions working on Sunday due to an authorized variation in Article 10. All other positions shall move to one hundred percent (100%) of the rate of the position listed in Appendix A, upon successful completion of the training period.**

- (b) New hires will receive the benefits set out in Articles 21 thirty (30) days from their date of hire and Article 15 ninety (90) days from their date of hire. **Benefits set out in Article 26 are effective in accordance with the Public Service Pension Plan.**

**7.03 Employee Listing**

The Company will provide the Union with a list of all employee hirings, transfers, promotions and terminations as changes occur.

**7.04 Promotions, Demotions and Transfers**

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a rate which is higher than the rate of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a rate which is lower than the rate of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion nor demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion as defined above which, in the case of Article 7.06(a), is for six (6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's rate will be maintained above the maximum of the rate for the job until such maximum is raised to a level above the employee's rate.

### **7.05 Permanent Promotions and Transfers**

When an employee is promoted or transferred to a different job, the employee will receive the rate for the job.

### **7.06 Temporary Promotion**

- (a) Should an employee be temporarily promoted to a higher level position having a job rate, the employee shall be paid on the higher job at the higher rate. In such event, the employee's wage rate will be adjusted from the commencement of such relief period.
- (b) A statutory holiday shall be considered a working day in determining promotion.
- (c) Increases in wage rates awarded for temporary promotions are withdrawn when the employees return to their regular jobs. The rate at which employees return to their regular jobs shall include any automatic increases that would otherwise have come to them during the period of transfer.
- (d) In cases where apparent wage anomalies occur resulting from transfers to and from temporary positions, the Parties agree to discuss such cases on the merits, subject to grievance procedures.
- (e) Temporary promotions will be made on the basis of the selection criteria outlined in 7.10(d).

### **7.07 Demotions**

- (a) Employees may be required to temporarily perform work normally performed by employees in lower-paid jobs, provided such employees suffer no reduction in pay. It is the intent of this clause that the Company will not assign such work in a discriminatory manner.
- (b) In the case of a demotion directly ascribable to the employee; for example, through choice or as a result of inadequate performance, the following policy will apply:
  - (i) Employees upon demotion shall receive the rate for the job they are moving to.
  - (ii) Under special circumstances, including health cases, the rate in the lower-paid job will be negotiated by the Parties.
- (c) Employees whose positions are reclassified to a lower pay level for reasons not directly ascribable to the employee; for example, because of re-evaluation, reorganization or automation and new procedure, will retain their rate on a red-circled basis.
  - (i) Regular employees must accept retraining as provided by the Company without cost to the employee, for any job up to and including the job level that the employee previously occupied and which the employee was able to perform.
  - (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Company) under paragraph (i) above, will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied and which the employee is able to perform.
  - (iii) The Union will waive job postings to facilitate transfers of employees.

### **7.08 Eligibility for Job Competitions**

- (a) (1) An employee with less than five hundred (500) actual hours worked, excluding time spent in classroom training (to a maximum of eighty [80] hours) in their entry position will be eligible to compete for a promotion provided:
  - (i) There are no other qualified internal applicants; and
  - (ii) Said employee has had no performance problems identified.
- (2) If successful, the employee will be considered as probationary for a period of five hundred (500) actual hours worked, excluding time spent in classroom training (to a maximum of eighty [80] hours) from the commencement date of the new position.
- (b) Regular employees with less than six (6) months' service in their entry position are not eligible to compete for a lateral move or demotion unless they have the approval of their supervisor.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

- (d) Temporary employees with less than six (6) month's service since their last entered service date are not eligible to compete for a promotion, a lateral move, or a demotion unless they have the permission of their Manager.

### 7.09 Preference in Appointments

It is the intent of the Parties that preference in appointments to the Company's job vacancies under Union jurisdictions, shall be given to CUPE LOCAL 7000 members presently on the Company's staff, in this order:

- (a) Regular employees and temporary employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy;
- (b) Full-time/part-time temporary employees with less than one (1) year of service.

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

### 7.10 Job Posting

- (a) When a position becomes vacant, the Company agrees to post the vacancy within twenty-one (21) days if the position is to be filled. The Company will advise the Union as to whether the position is to be filled at any time during this period, upon request.

All Union job vacancies shall be posted on Company bulletin boards for ten (10) calendar days with the exception of the following:

- (i) Temporary vacancies involving summer relief of duration of less than three (3) months or others mutually agreed to by the Company and the Union. It is the intent of the Parties, however, that subject to the requirements of the department and when bargaining unit employees in the department capable of performing the work are available, such vacancies will be filled by means of internal promotion from within the department in accordance with Article 7.10(d).

Selections made under this provision will only be grievable by other members of the department from which the selection was made.

- (b) The job posting shall contain all pertinent details, such as job title, date of job description, rate of pay, (where not established will be subject to negotiations), replacement or addition to staff or new position, number of positions, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition.
- (c) The Company will provide the Union with copies of all job postings, the list of all applicants and their seniority dates and a list of successful applicants, upon request to the **Labour Relations Director or designate**. The Company shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the applicant selected to fill the **Company** job vacancy under CUPE jurisdiction. A late applicant shall be considered for a posted job provided the employee was absent from work due to sickness or vacation or away from established headquarters on the Company's business at the time the job was posted, and provided the application is received before another person is selected to fill the vacant position.

An employee who is absent from work on an approved leave of absence, vacation/lieu time, sick leave or WorkSafeBC may, prior to or during such absence, submit an application for consideration on a specific job posting(s). Such applicant must be available for interview within seven (7) calendar days of the closing date of the posting and if successful must be available to assume the position within fourteen (14) calendar days of the offer. Applications submitted in the foregoing manner shall be considered as null and void when the employee returns to work.

- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority in that order.  
Ability shall mean that an applicant has the formal education, skill, special training and experience required in the applicable job description and posting prepared by the Company or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on the present job.

Where an employee who is junior in seniority is selected, **their** ability to perform the vacant job must be significantly and demonstrably higher than candidates who have greater seniority.

When assessing an employee's performance on their present job the Company will not consider any inadequacies that have not been brought to the employee's attention.

- (e) Although selection of employees under the foregoing paragraphs shall rest with the Company such selection shall be subject to the grievance procedure.
- (f) Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the **Labour Relations Director or designate**. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to the new job because of a delay ascribable to the Company, the employee will be paid the rate of the new position.

It is understood that any delays will not disadvantage an employee with respect to Article 7 (Employee Transfer and Termination) and Article 8 (Layoff and Recall).

### 7.11 Copies of Applications to Union

The Company will provide the Union with copies of the applications for Union job postings when the Union files a selection grievance with the **Labour Relations Director or designate**.

### 7.12 Notice of Probation

An employee placed on probation due to inadequate performance must be so advised in writing. The Supervisor will notify the Union and the **Labour Relations Director or designate** in writing not later than the starting date of the probationary period. Where termination for inadequate performance is contemplated for regular employees, the probationary period prior to termination will not be less than three (3) months.

### 7.13 Notice Required on Termination

- (a) In the case of regular employees with less than six (6) months' service one (1) days' notice shall be given or received for every month worked. Thereafter notice requirements shall be as follows and in accordance with BC Employment Standards Act (1980):
  - (ii) Regular employees with six (6) months' continuous service shall be given a minimum of two (2) weeks' notice in writing of the Company's intent to terminate their employment.
  - (iii) After the completion of three (3) consecutive years' service, one additional week's notice shall be given for each completed year of service up to a maximum of eight (8) weeks' notice.
  - (iv) In lieu of notice the Company may give the employee severance pay equal to the period of notice required.
- (b) Services of temporary staff employees may be terminated by giving or receiving twenty-four (24) hours notice.
- (c) Employees may be dismissed for cause without notice, except where inadequate performance of a regular employee is involved.

### 7.14 Disciplinary Letters

- (a) Any documents referred to in (b) below which will form part of the employee's general record with the Company must be shown to the employee. The employee may write a rebuttal which must become part of the employee's file.
- (b) The Company will provide to the Union copies of all documents such as written confirmation of verbal warnings, written warnings, disciplinary notations or letters of reprimand and all such documents will be removed from the employee's personnel file provided the employee has maintained a clear record for a term **twelve (12) months. Absences under Articles 15, 19.01, 21.05 or any leave without pay imposed as a result of a Company policy which exceeds thirty (30) calendar days are excluded from the calculation of the twelve (12) month period.** Upon request the Company will return to the employee documents removed from their personnel file pursuant to this Article.
- (c) It is understood that any disciplinary action to be taken by the Company shall be administered in a timely manner from the point at which the Company becomes aware of the offence. The Company further agrees to make every reasonable effort to expedite Safety Investigations/Boards of Inquiry so as to ensure that any forthcoming discipline is delivered within an appropriate time period.

- (d) Letters of Expectation are not disciplinary and will be removed from the employee's personnel file after eighteen (18) months.

### **7.15 Employee Personnel Files**

Employees are entitled to examine their own personnel file upon request to the **Labour Relations Director or designate**.

### **7.16 Temporary Vacancies**

Where there is a need to fill a position on a temporary basis, preference will be given to CUPE LOCAL 7000 members in accordance with the provisions of Article 7.09. Such vacancies may be posted in accordance with Article 7.10 and will be filled on the basis of the selection criteria outlined in Article 7.10(d).

- (a) Temporary vacancies of over three (3) months in duration will be posted in accordance with Article 7.10.
- (b) Temporary vacancies of less than three (3) months in duration will be filled, subject to the requirements of the department, in accordance with article 7.10(d) from those employees currently employed in the Department in which the vacancy occurs, and who are available and capable of doing the work.

Selections made under this provision will only be grievable by other members of the Department from which the selection was made.

- (c) The successful applicant for any temporary vacancy shall remain in the position for the full term of the vacancy [except as otherwise provided for in Article 7.08(d)], provided no performance problems are identified.

Employees occupying temporary jobs shall have the right to apply for regular vacancies which are posted. Should such an employee be the successful applicant, they may be required (at the Company's discretion) to remain in the temporary position for the full term prior to commencing the new regular position.

- (d) Regular employees who occupy permanent jobs and who are successful applicants for temporary jobs shall be considered to be regular employees in temporary jobs with the right to revert to their previous job should the temporary job become redundant. In the event a temporary job becomes a permanent job, it will be posted and if a regular employee filling the position is the successful candidate, then such regular employee's previous job may be considered vacant and may be posted and filled in the normal manner. In cases where the temporary job becomes a permanent job and the regular employee filling the temporary job is not the successful candidate, such employee shall revert to the previous position and the temporary employee shall be displaced which could result in termination.
- (e) In the event a part-time regular employee, who is filling a full-time temporary position of the same classification, is no longer required in the full-time position, then such employee will have the option of:
  - (i) displacing the most junior part-time regular employee who is filling a full-time temporary position of the same classification, or
  - (ii) returning to their original part-time regular position.

**ARTICLE 8.00**  
**LAYOFF AND RECALL**  
*(Also refer to and Article 20.04)*

**8.01 Advance Notice**

- (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Company (including budgetary restraints) the Company shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible (and when practicable not less than one (1) months' notice) and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) Not less than fourteen (14) calendar days written notice will be given to affected employees before the scheduled reduction takes place.

**8.02 Layoff**

Prior to layoff of any regular employee the Company will terminate temporary and lay off probationary employees, in that order, in the department affected.

**8.03 Placement**

- (1) The Company will provide training to regular employees so affected for other vacant positions within the department or Company for which, in the opinion of the Company, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed forty (40) working days.

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

- (2) A regular employee who is subject to layoff, and not eligible for placement under 8.03(1) may elect to exercise bumping rights on the following basis and such decision must be communicated to the Company within three (3) calendar days, excluding Saturdays, Sundays and statutory holidays, of receipt of Notice of Layoff:
  - (a) An employee with less seniority in the same job classification, or failing that, either:
    - (b) (i) An employee with less seniority in a job classification which the employee subject to layoff held as a regular employee, or
    - (ii) An employee with less seniority in an equal or lower job classification that the displaced employee has not previously held but for which, in the opinion of the Company, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed forty (40) working days.
  - (c) Regular employees bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

**8.04 Severance Pay**

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.03(2) will be laid off with severance pay as follows:
  - (i) Six (6) consecutive months of service – two (2) weeks' regular earnings;
  - (ii) Three (3) consecutive years of service – three (3) weeks' regular earnings;
  - (iii) Thereafter – one (1) week's pay for each additional year of service.
- (b) Employees eligible to receive severance pay in accordance with (a) above may elect to:
  - (i) take a lump sum payment equivalent to the full amount of their severance pay entitlement,
  - (ii) take their severance pay in bi-weekly instalments,
  - (iii) defer payment of their severance pay entitlement until any time during their layoff and recall period or until their layoff and recall period expires,
  - (iv) terminate and receive severance pay.

It is understood that such severance pay shall be at the rate prevailing at the time payment is made.

- (c) Regular employees who receive severance pay will be considered to have terminated their employment. If they are offered re-employment, they will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.
- (d) In the event of the sale of the Company, the Company is prepared to meet with the Union to discuss and make such arrangements deemed appropriate to cover employees who may lose their job because of the sale of the Company. Employees so affected will have the option of waiving their recall rights in return for an enhancement of severance at the rate of two (2) times their normal entitlement.

#### **8.05 Recall**

- (a) Laid off employees shall be placed on a recall list for a period of two (2) years.
- (b) Recall to the job from which the employee was laid off, or one substantially derived from it shall be made on the basis of seniority, provided such position becomes available during the period stated in (a) above. The job in such instance will not be posted.

Such laid off regular employees shall also have the right to apply for all posted jobs, for the period stated in (a) above, 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 employees reaffirm their availability at three (3) month intervals with the **Labour Relations Director or designate**.

- (c) New employees will not be hired and job vacancies will not be posted until employees on the recall list who have previously filled the job, or employees who have not previously filled the job but who can qualify for the vacancy in accordance with the job selection provisions of Article 7.10 are recalled.
- (d) Should there not be an employee on the recall list eligible for recall under (c) above, the job vacancy shall be filled in accordance with the provisions of Article 7.09 and 7.10(d). Employees on the recall list shall have the right to apply to all posted jobs, and with the same preference they would have received if they had not been laid off.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under Article 8.05(a). Such employees will have ten (10) 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. 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.
- (f)
  - (i) In the event the laid off employee is not re-employed after the recall period expires, the employee will be terminated. An employee on layoff who fails to respond for recall to the job from which the employee was laid off shall have their name removed from the recall list.
  - (ii) Employees terminated under (i) above, will be given preference in rehiring provided they qualify for the vacancy in accordance with Article 7.10(d).
- (g) Employees on layoff will keep the Company informed of their current address for recall. Should an employee change address during the period of layoff, they will inform the Company of such change by registered mail.

#### **8.06 Re-establishment**

A regular employee who accepts another job under the provisions of this Article shall have the right to reinstatement into the employee's former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the alternative position. The job, in such instances, will not be posted and the employee shall receive the rate that would have been attained had the transfer to the new position not occurred.

When a fully qualified employee in a classification which has a relief pool accepts another job under the provisions of this Article, such employee shall be offered the opportunity to provide relief in the previous classification prior to using any of the relief pool personnel.

**8.07 Wage Treatment**

- (a) Employees affected by reduction in staff who assume a lower-paid job as a result of the foregoing, will assume the rate of the job.
- (b) Employees who are recalled will be given the rate of the job to which they have been recalled.
- (c) Employees who are recalled will be given a rate on rehire which is equivalent to the rate they would have received assuming they had not been laid off.

**ARTICLE 9.00**  
**TECHNOLOGICAL AND PROCEDURAL CHANGE**

**9.01 Policy**

It is the intent of the Parties to recognize the benefits of technological and procedural change. The Union agrees to cooperate, as much as possible, so that the Company can take full advantage of the improved technology. It is the intent of this Article to ameliorate the effects of technological and procedural change which might result in the displacement of regular employees.

**9.02 Notice Requirement**

It is agreed that the Company will provide the Union with as much notice as is practicable, with no less than ninety (90) calendar days written notice, prior to introducing any technological or procedural change that affects the terms, conditions or security of employment of regular employees. Such notice shall also constitute notice pursuant to Section 54 of the Labour Relations Code if applicable.

**9.03 Joint Discussion**

Following notification of the proposed change to the Union, the Parties shall meet to deliberate upon the impact of the technological change including:

- (a) Identifying positions, classifications, and employees who may be displaced, downgraded, laid off or terminated.
- (b) The manner and date the changes will be implemented.
- (c) The possible application of a labour adjustment plan as set out in Section 54 of the Labour Relations Code

**9.04 Training and Placement**

Regular employees whose positions or classifications become redundant due to technological or procedural change shall be entitled to the following:

(a) **Training**

The Company shall provide the training for regular employees as follows:

- (i) for the operation of new equipment;
- (ii) for qualifying for new jobs created by such changes;
- (iii) for other vacant positions within the Company for which the regular employee is qualified with a reasonable period of training and orientation. Such period of training/orientation is not to exceed forty (40) working days.

(b) **Placement**

- (i) The Company will place regular employees affected by technological change and for whom training under (i) and (ii) above is not possible, in other vacant positions within the Company which a regular employee is capable of filling with training as provided in (a)(iii) above. Should an employee refuse to be placed in a comparable job, the employee shall waive any bumping rights provided under this Article.
- (ii) A regular employee affected by this Article who cannot be trained or placed as provided for in (a) and/or (b)(i) above may exercise the right to bump in accordance with Article 8.03(2) (Layoff and Recall).
- (iii) A regular employee who is unable or refuses to bump shall be laid off in accordance with the provisions of Article 8.04 and 8.05 (Layoff and Recall).

**ARTICLE 10.00**  
**STANDARD WORKING HOURS FOR NON-SHIFT WORKERS**

**10.01 Work Day and Work Week**

(a) **Work Day and Work Week**

The hours of work of all employees not on shift shall be as follows:

The hours of work shall be the equivalent of forty (40) hours per week. This will be done by working a normal week of five (5) X eight (8) hours per day.

(b) **Standards and Authorized Variations**

"Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement. "Authorized Variation" means a range of alternatives specified in this Agreement, within which range a supervisor and an employee or group of employees may agree to vary from the standard.

(c) **Standards and Authorized Variations will be as follows:**

(i) **Work Day**

Eight (8) consecutive hours of work, exclusive of lunch period. The Authorized Variation will be ten (10) consecutive hours of work, exclusive of lunch period.

(ii) **Work Week**

The standard will be Monday through Friday. The Authorized Variation will be Monday through Sunday.

(iii) **Starting Time**

The standard starting time will be 08:00. The Authorized Variation will be a starting time between 06:00 – 10:00.

(iv) **Lunch Period**

The standard will be one-half (½) hour unpaid. The Authorized Variation will be one (1) hour unpaid.

(v) **Breaks**

The standard will be two (2) ten (10) minute paid breaks.

(vi) Requests outside of the Authorized Variations must be submitted in writing to the **Labour Relations Director or designate** and will be considered on a case-by-case basis. Such requests shall not be unreasonably denied.

(d) **Specific Positions Exceptions**

***(Also refer to LOU #38)***

All other provisions of Article 10.01 will continue to apply to the above position

In the event any positions covered under this Article become vacant, and are to be posted, the Company shall include the standard start time on the job posting.

**ARTICLE 11.00**  
**OVERTIME**  
***(Also refer to Article 2.04, and 12, and Appendix B)***

**11.01 Overtime Payments**

- (a) Employees who are called out to work on a day they are normally scheduled off shall be paid two hundred percent (200%) of their normal straight-time rate for all hours worked.
- (b) Employees called out to work overtime immediately preceding their scheduled shift shall be paid at two hundred percent (200%) of their normal straight-time rate for the time worked prior to the onset of their regular shift and then revert to their normal straight-time rate of pay.
- (c) Overtime worked following a regular shift shall be paid at two hundred percent (200%) of the normal straight-time rate.
- (d) Employees shall be permitted to bank overtime at the rate earned to a maximum of eight (8) shifts or eighty (80) hours, whichever is greater, per vacation year.

Employees may use accumulated bank time from a previous vacation year and then rebank a maximum of eighty (80) hours in the current vacation year.

The maximum number of overtime hours in an employee's bank cannot exceed one hundred twenty (120) at any one time.

This provision shall not apply to work performed on a statutory holiday or a day proclaimed in lieu thereof unless performed on a scheduled day off, or is in excess of the regular shift.

Banked overtime may be taken off upon request to the employee's supervisor. Banked overtime may be scheduled at the time of vacation sign-up, but only after all regularly scheduled vacations and banked in lieu time have been selected. The scheduling of any banked time off shall be subject to operational requirements.

Banked time may be cashed in by **written** request. **Written requests must be received by Payroll before 8:00am on the Friday of pay cut off week in order to be processed on the next cheque.**

Employees wishing to bank overtime must so indicate at the same time the overtime is worked.

- (e) There shall be no compounding of premiums.
- (f) An employee who is scheduled or called out to work overtime more than four (4) hours prior to commencing their regular shift shall be entitled, whenever practicable, to eight (8) hours of rest from expiry of the overtime. The employee shall suffer no loss of pay for those hours of rest which coincide with their regular scheduled shift. However, upon expiry of the eight (8) hours rest period, the employee must return to work and complete their shift in order to qualify for full pay for their regular shift.

Notwithstanding the above, an employee whose overtime coincides with the commencement of their regular shift and their regular shift is greater than eight (8) hours may, with the approval of their supervisor, elect to take their eight (8) hour rest break during the final eight (8) hours of their regular shift. In this case the time from the beginning of their regular scheduled shift to the beginning of their rest break will be paid at straight time rates.

Should an employee who is scheduled or called out to work more than four (4) hours prior to commencing their regular shift, be required to work their regular scheduled shift with less than an eight (8) hour rest break, they will receive double time two hundred percent (200%) for those hours which coincide with the working hours of their normal shift, plus straight time for their regular scheduled shift.

### 11.02 Minimum Paid Periods

- (a) In the event employees are called out on a day they were scheduled to work, they shall be paid not less than an amount equal to four (4) hours at two hundred percent (200%) of their normal straight-time rate. This minimum shall not apply to overtime work immediately preceding or immediately following a regular scheduled shift.
- (b) In the event employees are called out on a day they were not scheduled to work, they shall be paid a minimum of four (4) hours at two hundred percent (200%) of their normal straight-time rate.

### 11.03 Standby

- (a) Any employee required to be on standby call shall be paid fifteen (15) hours at straight-time rate for standby services for the week (i.e. Saturday midnight to Saturday midnight).

Any employee required to be on standby for less than a full week shall be paid at 2.14 hours at their straight time rate for each day they are on standby.

Where standby is required on a statutory holiday the employee will receive a total of ten (10) hours at their normal straight time rate.

- (b) Where operational requirements permit, any employee on standby will not be required to be on standby for more than two (2) consecutive weeks at one time.
- (c) It is understood that an employee on standby must carry an assigned pocket pager, be physically capable of undertaking such work and must respond for such work when called.
- (d) Employees called to work during the lunch period will have their lunch period rescheduled wherever possible. If rescheduling the lunch period is not possible, employees shall be paid for their normal lunch period at the prevailing overtime rate.
- (e) An employee will not be considered available to carry a pager while they are on a vacation or lieu day. For the purposes of pager assignment, a lieu day or vacation day will be deemed as the specific shift (i.e. the actual hours) the employee would have worked. Should an employee book vacation or lieu time during a period they are scheduled to carry the pager, it will be their responsibility to arrange alternate coverage with another employee for the complete pager block.
- (f) **In conjunction with Article 11.06, employees who are on standby, and who are called out, to be paid for travel time from the outset of the telephone consultation. This is to clarify that although the travel time calculation is done at double-time rates for the length of time it takes to travel to work, equates to straight-time pay for the trip into work and the return trip home, and will be deemed as such.**
- (g) **Should an employee receive a second call out within forty-five (45) minutes of completing an initial call out assignment, they will receive double-time rates for all hours encompassing the two (2) assignments. Such overtime pay will be calculated from the outset of the telephone consultation for the first call out until the final departure from the jobsite for the second call out.**

### 11.04 Assignment of Overtime and Standby Work

**(Also refer to Article 11.09)**

- (a) Required overtime will be requested of employees starting with the most senior to the most junior employee eligible and qualified to perform the work. In the event that no one agrees to work voluntarily, the most junior qualified employee will be required to work.
- (b) The assignment of overtime will be made through the overtime equalization system **as per Article 11.09**. Such system is subject to termination by either the Union or the Company **as per Article 11.09**.

- (c) Annual standby will be assigned on the basis of seniority or a process mutually agreed to by the Parties. For any additional standby assignments, the Company will establish a standby list that will be maintained in perpetuity and initially listed based on seniority. Once a standby shift has been signed, the employee will rotate to the bottom of the list. Employees who have signed a standby shift of three consecutive days or less will not be subject to the rotation. Both the standby list and the standby schedules will be posted. New hires or employees transferring from other departments will be placed at the bottom of the list.
- (d) When "Pre" or "Post" shift overtime of three (3) hours or less is required, it will be assigned on the basis of seniority from the qualified employees normally scheduled to work according to the established shift schedule.

Where unforeseen circumstances occur in Field Operations, and the post shift overtime shall be less than four (4) hours, the employee may be extended past the three (3) hour limit. This extension will not be used to circumvent off-day call outs and will be used during non-revenue hours only. The foregoing will also apply in Vehicle Maintenance with respect to First Aid coverage.

- (e) A sign-up sheet, by classification, for the allocation of overtime in excess of three (3) hours for the upcoming month will be posted in each department by the fifteenth (15<sup>th</sup>) of every month. Employees who wish to work overtime on their normally scheduled off day must indicate this within seven (7) days of the posting date.
- (f) For the purpose of assigning overtime, an employee shall not be considered to be on an off day until eight (8) hours have elapsed from the completion of their last shift, nor shall they be considered to be on an off day during the eight (8) hours immediately preceding their first shift.
- (g) Employees on vacation or lieu days will not be considered eligible for overtime except on their regularly scheduled off days which fall before, during, or after such vacation/lieu time. It shall be the employees' responsibility to advise the Company of their desire to be considered for off day overtime during such periods. For the purpose of assigning overtime, a vacation/lieu day shall be deemed as the actual shift the employee would have worked plus eight (8) hours before and eight (8) hours after the shift.
- (h) An overtime allocation list will be established by seniority from the sign-up sheet, with the most senior employee first and the most junior employee last.
- (i) Overtime will be assigned on a seniority basis starting with the most senior employee qualified on the list, subject to the provisions of **Article 11.09** on overtime equalization.
- (j) Should this process not produce the required number of personnel, employees working "Pre" or "Post" shift overtime will be given the option of extending their overtime. In the event that this also fails to produce the required number, then the most junior qualified employee(s) currently on shift will be assigned until the requirement is met.
- (k) An employee working on a specific task who has not completed that task by the end of the shift may be asked to work overtime in order to complete the particular task, irrespective of seniority. This overtime, where practicable, will normally be restricted to three (3) hours.
- (l) In order for Leadhands or other employees to complete handovers, a Supervisor may authorize up to one-half ( $\frac{1}{2}$ ) hour overtime where necessary, irrespective of seniority.
- (m) An overtime assignment requiring the attention of a specialist will be allotted by seniority to individuals who possess the required qualifications. This work will be assigned in accordance to the overtime allocation list and the process outlined in items (e), (i) and (j)
- (n) (n) For the purpose of training, specific personnel may be required to attend programmes on an overtime basis. Should this occur, it will be irrespective of seniority.

### **11.05 Meals for Overtime/Extra Hours**

- (a) If an employee is required to work more than two (2) hours of overtime immediately prior to or following a normal working shift, the Company will pay one-half ( $\frac{1}{2}$ ) hour in lieu of a meal at the prevailing overtime rate.
- (b) If an employee is required to work more than six (6) hours of overtime immediately prior to or following a normal working shift, the Company will pay for a second one-half ( $\frac{1}{2}$ ) hour in lieu of a meal at the prevailing overtime rate.
- (c) If an employee is called out and works more than four (4) hours, the Company will pay one-half ( $\frac{1}{2}$ ) hour in lieu of a meal at the prevailing overtime rate, or at the normal straight-time rate for an employee who is working an extra-hours assignment. If the call out extends beyond their normal eight (8) or ten (10) hour shift then the provisions of Article 11.05(a) apply.
- (d) Where work is prescheduled for a normal day off and employees have been notified on the previous day, the Company will not be required to provide a meal or pay for meal time if taken except where the employee works beyond their eight (8) or ten (10) hour shift when the provisions of Article 11.05(a) apply.

### **11.06 Telephone Consultation**

#### ***(Also refer to Article 11.03 f and g)***

Where an employee is consulted by a supervisor or delegate by telephone outside normal hours of work, payment will be as follows:

- (a) Compensation for each telephone consultation will be the equivalent of one-half ( $\frac{1}{2}$ ) hour or the length of the call, whichever is greater, at the rate of double time (2x).
- (b) The premium will apply whether or not the employee is on Standby Duty.
- (c) If the telephone consultation results in a call out, the overtime calculation will commence at the outset of the consultation
- (d) The telephone consultation premium will apply to work related conversations which pertain specifically to the employee's function at SkyTrain. Examples include, but are not limited to:
  - (i) calls to office/administrative personnel regarding information in connection with their work function (i.e. to the Programmer about I.T. problem, or, to the Wayside Shop Clerk about work permits);
  - (ii) calls to operations personnel regarding incidents which occur on the line;
  - (iii) calls to maintenance personnel regarding technical problems.
- (e) The telephone consultation premium will not apply with respect to telephone calls dealing with scheduling or personnel/payroll matters. Examples of such situations include:
  - (i) calls regarding timecard discrepancies;
  - (ii) calls regarding overtime/extra hours assignments;
  - (iii) calls regarding shift changes;
  - (iv) calls regarding employee benefit claims.

### **11.07 Overtime and Extra Hours for Part-Time Employees**

- (a) Overtime will be paid to part-time employees working their regular part-time schedule when:
  - (i) the number of hours worked on a daily basis exceeds eight (8) hours in those departments which work eight (8) hours shifts;
  - (ii) the number of hours worked on a daily basis exceeds ten (10) hours in those departments which work ten (10) hour shifts;
  - (iii) the number of hours worked in a pay period exceeds sixty (60) hours;
  - (iv) they are required to work more than five (5) days in any work week subject to (iii) above.
- (b) When a part-time employee is relieving a full-time employee they will assume the full-time employee's schedule and be governed by the terms of Article 11.01.
- (c) When a part-time employee relieves a full-time employee as per Article 1.13(b) for less than a full pay period the extra hours of work attributed to this relief will not qualify as overtime hours.

- (d) **When assigning extra hours to part-time employees the following will apply:**
  - (i) **Extra hours will be offered on a seniority basis**
  - (ii) **Employees shall have the option of declining such extra hours**
  - (iii) **The overtime provisions of this Article 11.07 will only apply when such assignments become non-voluntary.**
  - (iv) **When extra hours are worked on a voluntary basis an employee may:**
    - (1) **work up to ten (10) hours per day in departments which work ten (10) hour shifts and up to eight (8) hours per day in departments which work eight (8) hour shifts**
    - (2) **work on their off days to a maximum of eighty (80) hours per pay period.**
  - (v) **Part-time employees shall not be considered eligible to work for more than six (6) consecutive days unless there is no other option. In such circumstances, the Company will have first exhausted the list of those employees eligible to work the extra-hours assignment who have not worked six (6) consecutive days, and will have exhausted the list of those employees who would be eligible to work the assignment on an overtime basis. Should this not produce the required number of personnel, the Company may then offer the assignment as extra-hours to those employees who have worked six (6) consecutive days.**
- (e) **Voluntary extra hours will be assigned amongst eligible, qualified employees starting with the most senior employee, unless they have declined in writing to be called for extra hours. If contact is not made with the senior employee, the next most senior employee will be called, (and so on), until the work is assigned.**
- (f) **For extra hours assignment procedure where there is a requirement for extra hours, these hours will be offered in order of seniority to those part-time SkyTrain Attendants who have indicated their desire to work. Such hours will be assigned as follows:**
  - (1) **If four (4) hours or more are required, these hours will be offered to those part-time SkyTrain Attendants who are eligible to work.**
  - (2) **If less than four (4) hours are required, these hours will be offered to those part-time SkyTrain Attendants whose regularly scheduled shift immediately precedes or follows the required extra hours.**
  - (3) **Where it can be shown that the responsible supervisor has been given prior notice that extra hours have been assigned out of seniority, and such supervisor does not take remedial action, the grievor shall be paid one hundred percent (100%) for all hours lost without requirement to work.**
  - (4) **Where extra hours have inadvertently been assigned out of seniority, the employee(s) who should have received the assignment will make another extra hour selection of equal length which shall be worked prior to the end of the next pay period. Should the extra hour selection not be made within the next pay period, another time which is mutually agreeable to the employee(s) and the Company shall be arranged. Such selection will be comprised of work which would not normally have been assigned as extra hours.**

**Should another extra hours opportunity become available on the day selected to work the above noted remedy, the employee shall have the option of accepting the new opportunity and re-booking the remedy for another day subject to the foregoing terms.**

#### **11.08 Overtime/Extra Hours Cancellation**

Where overtime, or extra hours, have been assigned to an employee, and such assignment is subsequently cancelled by the Company within twenty-four (24) hours of the commencement of the assignment, the employee shall be paid four (4) hours at their normal straight-time rate.

Exceptions to the foregoing would be where the cancellation occurs within one (1) hour of the assignment offer, or, where the assignment offer is made on the understanding of possible cancellation (e.g. snow warnings, testing and commissioning, or contingent on parts/contractor availability).

#### **11.09 Overtime Equalization For Full-Time Employees (NEW)**

**The overtime equalization will encompass the following principles:**

- (a) **It is agreed by the Parties a Joint Management/Union Committee will be for the purpose of reviewing the practicality of adopting an automated system for improving the Overtime/Extra**

**Hours assignment process. The Committee shall be comprised of three (3) Union representatives and three (3) Management representatives, supported by a Scheduling Assistant as required.**

**The terms of reference shall be to carry out research, formulate methods and recommend to the Company and the Union an automated system for conducting Overtime/Extra Hours call-outs. The aim of this system will be to increase the accuracy and efficiency of the “call-out” procedures. The Committee will meet, schedules permitting, frequently enough to have a workable recommendation (begin or end)**

**Although the highest priority will be in Field Operations and in Control, it is the intention that this system will be available to be implemented Company wide.**

- (b) Required overtime will be assigned amongst eligible, qualified employees starting with the most senior employee, unless they have declined in writing to be called for overtime.**
- (c) Employees may accept any hours offered. All overtime hours worked will be recorded to that employee and a running tally will be kept. Employees participating in a job share will be credited with double (2x) the overtime worked.**
- (d) Overtime assignments will be made by seniority to eligible, qualified employees in order of the least overtime hours to the most overtime hours.**
- (e) A listing of all overtime hours worked will be posted in each department on a weekly basis.**
- (f) Overtime equalization will not be applicable to the assignment of:**
  - pre and post shift overtime**
  - extra hours allocation**
  - special tasks (i.e. court, etc.)**
  - training**
  - relief positions**
  - assignments requiring the attention of a specialist (i.e. Hegenscheidt lathe, first aid, etc.)**
  - standby and standby callout**
  - statutory holiday assignment.**

**It is understood that overtime equalization does not apply to the allocation of overtime hours to the areas above. However, overtime hours worked in any areas other than statutory holidays will be part of the running total of overtime hours worked by an employee (statutory holidays worked on a scheduled off-day will be part of the running total).**

- (g) Overtime accepted and cancelled by an employee will not be considered, unless cancelled within forty-eight (48) hours of the shifts start time. Overtime cancelled by the Company will not be considered.**
- (h) Overtime will be counted as is actually worked, except in the case of employees paid the minimum callout of four hours. In this case, four (4) hours will be counted. Any overtime extensions, reductions, meal breaks, etc. will be considered. Any occurrences of triple time will be counted as regular overtime hours.**
- (i) Where overtime is assigned out of order, on a repeated basis, the Union and Company will meet to correct conditions giving rise to such misassignment.**
- (j) Where it can be shown that the responsible supervisor has been given prior notice that overtime has been assigned out of order, and such supervisor does not take remedial action, the grievor shall be paid one hundred percent (100%) for all hours lost without requirement to work.**
- (k) Eligibility for overtime will be determined in accordance with current practices. (i.e. off days, rest periods, vacations, etc.) (Also refer to Article 11.04)**

- (l) **Upon the completion of three (3) years, a trailing reset will commence. For each calendar day moved ahead, a day will fall off the front so that the running total is always for a three (3) year block backwards from the current date.**
- (m) **New employees will be given the departmental average of overtime hours. Each time an employee moves from part time to full time they will be given the full time average in effect at the time of the move. Employees moving from one department to another will carry their hours with them, unless a different system was being used in their home department, in which case they will be given the average of their new department.**
- (n) **An employee who is ill or absent for less than one (1) year will maintain the hours the employee had when booking off, subject to the trailing reset. After one (1) year of absence, when such employees return, they will be given the departmental average of overtime hours.**
- (o) **The entire system will be computerized.**
- (p) **The foregoing procedure is applicable to all departments, unless a department receives unanimous consent to follow a different procedure**

**ARTICLE 12.00**  
**SHIFT WORK AND NON-STANDARD HOURS**  
*(Also refer to Article 13.06,14.02,14.07 and LOU #3)*

**12.01 Shift Work**

The following jobs are scheduled on a shift basis because of the requirements of the Company's operation:

Apprentice – Electrical	QC Technologist
Apprentice – Elevator/Escalator	Relief Control Centre Instructor
<b>Asset Control Specialist</b>	Relief Instructor – Electronic Systems
Asset Data Analyst – GIS	Relief Instructor – Guideway
Asset Data Associate	Relief Instructor – Power Systems
Capital Scheduler	Relief Instructor – Vehicle Maintenance
Certified Partsperson	Relief Instructor – Vehicle Maintenance Hostling
Certified Storesperson	Relief SkyTrain Operations Instructor
Control Centre Instructor	Relief Test SkyTrain Attendant
Control Operator	Relief Vehicles Body Repair Technician
Customer Service Attendant	Ride Quality Monitor
Data Entry Clerk	Senior Storesperson
Electronic Technician	SkyTrain Attendant
Elevator Escalator Labourer	SkyTrain Operations Instructor
Elevator/Escalator Serviceperson	Student Asset Data Associate
Elevator/Escalator Technician	Support Equipment Technician - Guideway
Guideway Labourer	Support Equipment Technician - Plant
Guideway Serviceperson	Support Shop Serviceperson
Guideway Technician	Support Shop Tech. - Electrical
Instructor	Support Shop Tech. - Electronic
Machinist	Support Shop Tech. - Mechanical
<b>Maintenance Assistants</b>	Test Control Operator
Maintenance Scheduler	Test SkyTrain Attendant
Monitor, Asset Integration	Test Technician
NRV Technician	Test Technologist – Electrical/Electronic
Plant Serviceperson	Test Technologist - Mechanical
Plant Technician	Vehicle Labourer
Power Serviceperson	Vehicle Serviceperson
Power Technician	Vehicle Technician
Project Billing Clerk	Welder
QC Methods Technologist	Welder Technician

**For clarity, Maintenance Technologist is the official job title and includes the Power, Vehicles, RBE, Electronics and Support Shop Technologists.**

**12.02 Conditions**

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

(a) **Working Hours**

The hours of work of all shift employees shall be eighty (80) hours per pay period.

In the case of terminations and transfers, any necessary pay adjustments will be based on actual hours worked at the time the termination or transfer occurs.

(b) **Work Day**

Any consecutive eight (8) or ten (10) or twelve (12) hours of work, exclusive of lunch period, in a calendar day, depending upon the shift arrangement (eight [8] hour, ten [10] hour or twelve [12] hour shifts).

(c) **Lunch Period**

The lunch period will be one-half (½) hour.

The lunch period will be taken as close as possible to midshift but may be varied or staggered for

different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

Part-time employees will be entitled to a lunch period in accordance with Article 12.02(c) providing they are scheduled to work more than five (5) hours.

(d) **Breaks**

Eight (8) and ten (10) hour shifts will have two (2) ten (10) minute paid breaks. Part-time employees scheduled for four (4) consecutive hours or more will have one(1) ten (10) minute paid break.

**12.03 Statutory Holidays**

**(Also refer to Articles 13.06, 14.02,14.07 and LOU #3)**

- (a) If a statutory holiday falls on a day off, the Company will give the option of either banking a day or having a day in lieu scheduled.
- (b) **When an employee works a statutory holiday they will receive pay on the following basis:**
  - (i) **Stat premium at two hundred percent (200%) for all hours worked and,**
  - (ii) **Have the option of receiving pay in an amount equal to the number of hours in their regularly scheduled shift at straight time, or scheduled a day off in lieu, or a banked day, of the same length as the regular shift worked on the statutory holiday.**
- (c) Employees who work a majority of the hours of their shift on a statutory holiday shall receive **two hundred percent (200%)** for all hours worked on their shift. The shifts for which the two hundred percent (200%) is paid shall be deemed to be the designated statutory holiday shifts. This provision does not alter the intent of Article 14.

**12.04 Shift Premiums**

- (a) Shift workers shall be designated as working on either the Day Shift, the Afternoon Shift or the Night Shift and may rotate between shifts on a periodic basis. Employees who work on the Day Shift shall not receive a shift premium. Afternoon Shift and Night Shift workers shall receive the following shift premiums:

Afternoon      September 1, 2023 increase to \$2.00/hr  
September 1, 2025 increase to \$2.50/hr  
September 1, 2027 increase to \$2.75/hr

Night            September 1, 2023 increase to \$4.00/hr  
September 1, 2025 increase to \$5.00/hr  
September 1, 2027 increase to \$6.00/hr

- (b) For the purpose of calculating shift premiums only, shifts are defined as:
  - (i) Day Shift            08:00 - 16:00
  - (ii) Afternoon Shift    16:00 - 00:00
  - (iii) Night Shift        00:00 - 08:00

The above premiums will be paid where fifty percent (50%) or more of the hours worked fall within a shift as defined above other than Day Shift.

In the case of an equal amount of hours falling within two shifts, the higher premium will prevail. For calculation purposes, the lunch period will be considered to be taken at the midpoint of the shift.

Exemptions to the above would be mutually agreed to by the Employee and the Company when the work is assigned.

- (c) All employees in Field Operations who work on the afternoon shift on December 31<sup>st</sup> each year will be paid a special hourly premium of two dollars (\$2.00) per hour. Maintenance employees will also be paid this premium for any time worked on the line (in public areas in the stations) on the afternoon shift on December 31<sup>st</sup>.

- (d) **Effective September 1, 2023, Employees who are regularly scheduled to work on Sundays shall be paid at time and one-quarter (1¼) for all hours between 00:00-23:59 of their regularly scheduled work on those days. Effective September 1, 2026, employees who are regularly scheduled to work on Sundays shall be paid time and one-half (1½) for all hours between 00:00-23:59 of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.**

#### **12.05 Ten Hour Shift Schedules**

Ten (10) hour shift schedules shall be implemented for the following work groups:

Electronic Technician	Vehicle Technician
Guideway Technician	<b>Certified Parts Person</b>
Serviceperson	<b>Elevator/Escalator Technician</b>
Sky Train Attendant	<b>Machinist</b>
Storesperson	<b>Support Equipment Technician</b>
Plant Technician	<b>Support Shop Technician</b>
Power Technician	<b>Welder Technician</b>

These ten (10) hour shift schedules may be terminated by either the Company or the Union by giving the other Party thirty (30) days' written notice of such intention. The Parties may also mutually agree to terminate the ten (10) hour shift schedule within fourteen (14) days after such agreement to terminate is reached. Should the ten (10) hour shift schedule be terminated, all employees will revert to an eight (8) hour shift schedule.

#### **12.06 Twelve Hour Shift Schedules**

Twelve (12) hour shift schedules shall be implemented for the following work group:

##### **Control Operators**

The twelve (12) hour shift schedule may be terminated by either the Company or the Union by giving the other Party thirty (30) days written notice of such intention. The Parties may also mutually agree to terminate the twelve (12) hour shift schedule within fourteen (14) days after such agreement to terminate is reached. Should the twelve (12) hour shift schedule be terminated, the Control Operators will revert to an eight (8) and/or ten (10) hour shift schedule.

Scheduled working hours shall be the equivalent of eighty (80) hours per pay period averaged over a fifty-two (52) week year. A total of 2080 hours shall constitute a work year.

With "pay averaging", Control Operators' pay will be based on eighty (80) hours per pay period. To accomplish this, "Compensation Days" will be used to ensure that there are no more than 2080 regular hours scheduled over twenty-six (26) pay periods. Comp Days will in effect become scheduled days off. The number of Comp Days will be calculated for each Control Operator at the beginning of the schedule year.

Comp Days will be booked at vacation sign-up after all vacation and lieu time have been signed.

Due to the fact that Comp Days are scheduled days off:

- Control Operators are entitled to work Overtime on any of their Comp Days;
- Control Operators are not paid by either the Company or the insurance company for any sick time which occurs on a Comp Day, nor can the employee cancel a Comp Day in order to be paid;
- Comp Days will not be carried forward from one schedule year to the next;

Adjustments may be required if the employee changes shift or enters the Control Department part way through the schedule year. Adjustments will, whenever possible, be made in the same schedule year.

If a Control Operator leaves the Company or moves to another department, their Comp Time hours must be reconciled. Should the employee owe the Company, the hours will be deducted from their pay. If the Company owes the employee, such time will be paid to the employee at straight time.

### **12.07 Notice of Relief**

- (a) To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Article 19, etc., the Company may request employees to temporarily change their shift.
- (b) When shift employees' shifts are changed, forty-eight (48) hours' notice will be provided prior to the commencement of the new shift and the following will apply:
  - 48 hours' notice – no penalty
  - less than 48 hours' notice – one shift at overtime rates.
- (c) Shift changes incurred by employees hired to perform relief work or shift changes requested by the employee will not be subject to overtime penalties.

### **12.08 Shift Slot Change Procedure**

In recognition of the fact that within a department there may be more than one type of shift worked, the Company is prepared to consider requests for shift slot changes when vacancies occur. However, the Company maintains the right to leave slots vacant. Should the Company choose to fill a slot, the following procedure will be followed:

- (a) (i) Should an employee in a regular slot wish to move to another slot of the same classification within their department, they may place their name on a wait list for the desired shift. When a vacant slot is going to be filled, it shall be awarded on a seniority basis from the waitlist in place at the time the decision is reached by the Company to fill the slot. Once the list is removed, no further names may be added, and the senior employee whose name is on the list will be committed to make the requested move.
  - (ii) Once the slot change has been made, all other change requests which may have been previously submitted by the selected employee shall be considered as void. Should the employee wish to move to another slot, they must re-submit their name to the wait list for the desired shift.
- (b) Employees occupying a temporary slot must remain in the temporary slot for the duration of the vacancy and are not eligible for further moves unless it comes about as a result of the job selection process.
- (c) Employee requests for shift slot changes shall not be unreasonably denied, provided that the normal shift slot selection of other employees is not adversely affected and operational requirements are met.
- (d) Slot moves shall be effective at the commencement of a pay period. There will be no penalty assessed to the Company for employee change requests which result in irregularities (i.e. short pay periods, more than six (6) consecutive days worked, more than eighty (80) hours in a pay period, less than two (2) consecutive days off). A one-time adjustment to the final shift of the previous schedule and first shift of the new schedule may be necessary in order to accommodate eight (8) hours off between shifts.
- (e) After step (a) has been completed, an employee entering a department shall, on the basis of seniority, have a choice of those shift slots which have been designated as available at the time of their entry. Should the employee subsequently wish to change their slot, then the procedure as outlined in step (a) shall apply.
- (f) Employees moving from part-time to full-time, or vice-versa, shall be treated in the same manner as new employees entering the department in accordance with item (e).
- (g) Regular part-time employees shall have the ability to sign for slot changes within the part-time schedules. However, part-time employees shall not be permitted to sign wait lists for full time slots and vice-versa.
- (h) Employees who have moved as a result of a slot being filled on a temporary basis shall revert back to their regular permanent slot at the completion of the term. As per item (d), any irregularities which may occur as an outcome of such moves, shall not result in a penalty to the Company.
  - (i) The Company will post slot changes for a minimum of two (2) weeks before coming into effect.

## **12.09 Code Sierra Premium**

### **(a) Dirty Work**

Employees performing activities requiring personal protective equipment to clean up at track level after a train human contact shall receive a premium of two (2) hours equal to two hundred percent (200%) of their normal straight-time rate.

### **(b) Area Coordinator**

Employees assigned as the Area Coordinator shall receive five (5) dollars an hour for the greater of

(i) a minimum of four (4) hours or

(ii) for the duration they perform Area Coordinator duties. Duties will be deemed to have ceased when relieved of their duties.

(c) Company will include critical incident debriefing procedures in the Safety Policies and Procedures Manual.

### **(d) Employee Support**

**The company will fully support any employee who is exposed to the incident site and files a WorkSafeBC claim.**

## **12.10 Shift Development Procedure for Regular Employees (NEW)**

**The Company and the Union agree that the following procedure shall be used in the development of shift schedules for full-time and part-time regular employees. Excluding the 2023/2024 schedule signup which will continue the process as outlined in this Article.**

### **(1) Method**

(a) Once each year, the Company shall provide shift schedules to the Union for implementation no later than **first Sunday of the New Year**, for the following twelve (12) months for all areas of the Company where shift work is required.

(b) The shift schedules shall contain rotating or fixed shifts and shall be based on the operational requirements of the Company.

(c) The shift schedules shall incorporate:

- (i) shift length,
- (ii) start and stop times of shifts,
- (iii) basic shift cycle, and
- (iv) staffing requirements

(d) The Company shall provide options or areas of flexibility it considers practicable.

(e) The Company shall apply the following guidelines when designing the full-time shifts.

- (i) shifts shall be eight (8), ten (10) or twelve (12) hour's duration;
- (ii) a maximum of six (6) shifts shall be worked consecutively;
- (iii) (iii)a minimum of two (2) consecutive days off shall be scheduled;
- (iv) (iv)in three-shift operations, the sequence of rotation shall be days, afternoons, nights;
- (v) the length of time on each shift before rotation shall be a minimum of two (2) weeks.

(f) The Company shall apply the following guidelines when designing the part-time shifts.

- (i) Within an assigned schedule, the days worked and the daily/weekly hours may differ;
- (ii) Such assigned schedule shall not exceed sixty (60) working hours in any pay period, five (5) consecutive working days in a seven (7) day period or ten (10) working hours in a day.
- (iii) Where operationally practicable and in three (3) shift operations, the sequence of rotation shall be days, afternoons, nights and the length of time on each shift before rotation shall be a minimum of two (2) weeks.
- (iv) However, a part-time regular employee may relieve a full-time regular employee as per Article 1.13(b) without abrogating any of the above.

In the event the Company considers it necessary to use guidelines other than those outlined above, the Company shall meet with the Union to discuss the matter.

Exceptions to the guidelines will be discussed with the Union in order to minimize, where practicable, the effect on individuals and any positive or negative effects will be distributed as equitably as possible among all the employees in each department.

(2) **Consultative Procedure**

- (a) In order to ensure that employees will have an opportunity to make recommendations dealing with their existing shift schedules, the Company shall solicit suggestions from the Union on improvements to the existing schedules in relation to 1(c)(i), 1(c)(ii), 1(e) and 1(f).

At the time of the development of the annual shift schedules, the following procedure shall be used in designing shift schedules:

- (i) The Company shall solicit suggestions from the Union to improve the existing shift schedules no later than **July 1<sup>st</sup>** of each year. **The Company will provide the Union with essential operational requirements for vacation planning purposes at this time.**
  - (ii) Suggestions for improvements to existing shift schedules shall be submitted to the appropriate department managers by the Union in writing, no later than **August 1<sup>st</sup>** of each year.
  - (iii) Following review of those suggestions by the Company, the Company shall develop the shift schedules for the next twelve (12) months.
  - (iv) The Company and the Union will also give consideration to Union shift proposals which fall outside of the normal terms of the Collective Agreement. Should the Company agree to implement such a schedule, all matters requiring changes to the Collective Agreement will be negotiated and agreed to by the Parties in the form of a letter of understanding prior to the actual implementation.
- (b) The Company will meet with the Union no later than **September 1<sup>st</sup>** to outline the proposed shift schedules and to explain the rationale behind them. Such shift schedules will be based on assumed service parameters and operational requirements. Should these change prior to **November 1<sup>st</sup>** the Company will immediately advise the Union as to the impact on the proposed shift schedules.
- (c) Upon receipt of the proposed shift schedules, the Union will have until **October 15<sup>th</sup>** to review the schedules and to solicit input from the employees.
- (d) The Parties shall meet by **October 15<sup>th</sup>** or earlier to discuss the Union's suggestions for improvements to the shift schedules.
- (e) The Company will review and evaluate the Union's suggestions prior to determining the final shift schedules. The Company will endeavour to implement the Union's suggestions if they are compatible with the operating requirements of the Company. The Company will define the shift schedule most appropriate to operational needs and advise the Union of its decision by **November 1<sup>st</sup>**.
- (f) If the Union and the Company agree, the finalized shift schedules will be implemented effective the first day of the first pay period following **January 1<sup>st</sup>**.
- (g) If the Union and the Company cannot agree, the Company will define and implement the shift schedule most appropriate to operational needs effective the first day of the first pay period following **January 1<sup>st</sup>**.
- (h) The Union will have responsibility for the following:
- selecting the desired option, where applicable,
  - defining the employees' desire where flexibility is offered,
  - defining the method for filling each schedule slot in each area of the Company (either by seniority or other method).
- (i) (i) Exceptions to the guidelines having negative effect, occurring more than five (5) times annually will be paid at the rate of one hundred and twenty-five percent (125%) for hours worked outside the guidelines. It is understood where an exception occurs resulting from the annual shift changeover, the above rate will not be paid.

- (ii) Exceptions to the guidelines, resulting from a majority vote of the affected employees in the department, approved by the Company will not result in the payment of this premium.
  - (iii) There shall be no compounding of premiums. In cases where an employee works overtime or works on a statutory holiday and the guidelines have been exceeded in (i) above, the twenty-five percent (25%) of the regular rate of pay shall only be added for the regular hours worked in accordance with (i) above.
- (j) The shift schedule that is implemented will remain in effect for one (1) year unless serious operational requirements indicate a need for change. The Company shall give thirty (30) days' notice of such change and develop the change. At the end of this period, the Company will meet with the Union to outline the proposed shift schedules and to explain the rationale behind them. The Union will have thirty (30) days to review the schedules and to solicit input from the employees. Immediately following this period, the Parties shall meet to discuss the Union's suggestions for improvements to the shift schedules. The Company will review and evaluate the Union's suggestions prior to determining the final shift schedules. The Company will endeavour to implement the Union's suggestions if they are compatible with the operating requirements of the Company. The Company will define the shift schedule most appropriate to operational needs and such schedule shall be implemented in thirty (30) days.
- (k) In the event the Company considers it necessary to implement a change in the shift schedule earlier than is set out above, the Company may make a request to the Union for relief. The parties will meet and attempt to resolve the matter in a manner that is mutually agreeable.
- (l) Notice of change is not required where a schedule is varied by mutual agreement between the Union and the Company.
- (m) Should the Company implement a shift change, the vacation sign-up procedure shall be re-implemented for those employees affected.

**ARTICLE 13.00**  
**VACATIONS**  
*(Also refer to Article 14.02)*

**13.01 Departmental Requirements**

- (a) Vacation periods shall not conflict with essential departmental requirements.
- (b) The vacation year shall run from **the first pay period after January 1<sup>st</sup> of each year, effective 2025 vacation year.**

**13.02 Vacation Calculations**

- (a) Vacations for full-time regular employees will be earned during the first vacation year on the basis of one-twelfth (1/12) of the annual vacation entitlement for each full and partial month worked.
- (b) Vacations for part-time regular employees will be earned on a pro-rated basis in accordance with their regularly scheduled shift hours.

The following method will be used to calculate the vacation entitlement for part-time regular employees:

$$\frac{\text{Annual No. Scheduled Hours}}{2080} \times \text{Vacation Entitlement (in hours) for approp. years of service} = \text{Vacation Entitlement (in hours)}$$

Any extra hours worked will be compensated for with the percentage adjustment at the end of the vacation year in accordance with Article 13.04.

- (c) Vacations for full-time/part-time temporary employees will be paid at the rate of six percent (6%) of gross wages in the first full pay period following **after January 1<sup>st</sup>** of each year and/or on termination.
- (d) **Part-time regular employees occupying full-time temporary positions will be given the option of:**
  - (i) **Earning part-time vacation and being paid out the difference at the applicable rate of gross wages in the first full pay period after January 1<sup>st</sup> each year and/or on termination, or;**
  - (ii) **Earning part-time vacation and earning additional vacation entitlement upon the completion of each two (2) months of full-time employment. Any unused additional vacation entitlement remaining at the end of the vacation year will be paid out in the first full pay period after January 1<sup>st</sup>.**

**13.03 Annual Vacation Entitlements**

An employee shall earn annual vacation entitlement for any vacation year on a pro-rated basis\* of the entitlement from the date of hire. Annual vacation entitlement with pay shall be as follows:

- (a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of six percent (6%) of gross earnings less any pay actually received for vacation taken.
- (b) Employees leaving the Company who have completed one year of continuous service, at a time when an unused period of vacation stands to their credit, will be paid the amount due to them in lieu of vacation, calculated to the date of their leaving service.
- (c) If the terminating employee takes more vacation than has been earned, the Company will recover the unearned monies from the final pay cheque.

(d) **Vacation Entitlements**

In the vacation year of:

1 <sup>st</sup> to 6 <sup>th</sup> anniversary	120 hours
7 <sup>th</sup> to 15 <sup>th</sup> anniversary	160 hours
15 <sup>th</sup> to 21 <sup>st</sup> anniversary	200 hours
22 <sup>nd</sup> to 24 <sup>th</sup> anniversary	240 hours
25 <sup>th</sup> to 29 <sup>th</sup> anniversary	8 additional hours per year (max 280hrs)

\*No proration on 22<sup>nd</sup> anniversary.

Employees shall not take a vacation until they have completed six (6) months' continuous service.

**13.04 Payment of Vacations**

Payment for vacations will be made at the employee's rate of pay at the time the vacation is taken, or depending upon their vacation entitlements, at the rate of 6%, 8%, 10%, 12%, 12.4%, 12.8%, 13.2%, 13.6% or 14% of the employee's previous vacation year's gross earnings, whichever is the greater. Adjustments arising out of the percentage application will be made in **the first full pay period after March 31<sup>st</sup>**.

Notwithstanding the foregoing, deferred and banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

**13.05 Broken Vacations**

Vacations may be taken in broken periods but normally at least eighty (80) hours of the year's entitlement must be taken in a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

**13.06 Banking Vacations/Lieu Days  
(Also refer to Article 14.02)**

- (a) (i) Employees with one hundred and twenty (120) hours vacation entitlement and five (5) years or more of service will be permitted to bank up to forty (40) hours of vacation/lieu and take it in the following vacation year or later.
- (ii) The maximum bank permitted at any one time for such employees shall be forty (40) hours.
- (b) (i) Employees with one hundred and sixty (160) hours vacation entitlement and ten (10) years or more of service will be permitted to bank up to eighty (80) hours of vacation/lieu and take it in the following vacation year or later.
- (ii) The maximum bank permitted at any one time for such employees shall be eighty (80) hours.

**13.07 Relieving on Higher Paid Job**

Employees relieving on a higher paid job at the time their vacation is scheduled will have their annual vacation 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.

### 13.08 Proration of Annual Vacation Entitlement

- (a) Absence due to sick leave, income continuance or WorkSafeBC claim. In any case where an accumulation of such absences exceeds six (6) calendar months in a twelve (12) month period, vacation entitlement in the vacation year following the return to work will be reduced by one-sixth ( $\frac{1}{6}$ ) for each full month of absence in excess of six (6) months.
- (b) Absences other than sick leave, income continuance, WorkSafeBC, maternity leave and annual vacation where an accumulation of such absences exceeds three (3) calendar months in a twelve (12) month period, annual vacation entitlement in the vacation year following the return to work will be reduced by one-ninth ( $\frac{1}{9}$ ) for each full month of absence in excess of three (3) months.

### 13.09 Vacation Sign-up

- (a) A list showing the vacation entitlement for each eligible employee for the succeeding vacation year will be posted on appropriate bulletin boards by **November 15<sup>th</sup>** of each calendar year.
- (b) Subject to the provision of Article 13.01, employees shall have the right to choose the period of vacation according to their seniority.
- (c) Employees shall indicate choice(s) by **December 15<sup>th</sup>** of each calendar year. Authorized variations to this date, within individual Departments, may be implemented upon agreement being reached between the Company and the Union. Employees who fail to indicate their choice(s) by the specified date will have relinquished their right to choose their vacation period over other employees. The Company will assign the vacation period for such employees.
- (d) The vacation time schedule for all eligible employees will be completed and posted in each department within two (2) weeks of the completion of the vacation sign-up as set out in 13.09 (c) above.
- (e) Only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected their first period. Subsequently, all employees in the signing group who have chosen to take their vacation in separate periods shall select in order of seniority as above for each remaining period until their entitlement is chosen.
- (f) Employee requests for a vacation change shall not be unreasonably withheld, provided that the normal vacation selection of other employees is not adversely affected and operational requirements are met.

### 13.10 Vacation and Weekly Indemnity

A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent on weekly indemnity immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request, if work arrangements permit, within the current vacation year.

If it is not practical to reschedule a vacation then the employee shall have the following options:

- (1) If the period of illness occurs during the last three months of the vacation year the employee shall be allowed to reschedule vacation to be taken before **March 31<sup>st</sup>** of the following vacation year, or
- (2) Receive pay in lieu of the vacation in addition to any weekly indemnity benefits which may apply in this case. In order to qualify for weekly indemnity benefits in addition to vacation pay, an employee must present a medical certification on the prescribed form (available from the Company Benefits Department).

**ARTICLE 14.00**  
**STATUTORY HOLIDAYS**

*(Also refer to LOU #3, Articles 12.03, and 13.06)*

**14.01 Acknowledged Holidays**

For the purposes of this Agreement, the following are acknowledged as statutory holidays:

New Year's Day	<b>National Day for Truth and Reconciliation</b>
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

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

**14.02 Lieu Days**

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for **thirteen (13)** shifts in lieu of statutory holidays. These days off in lieu of statutory holidays shall be banked in accordance with Article 13.06 or rescheduled by mutual agreement. Only one (1) lieu time period shall be selected by seniority until all employees in the signing group have selected their first period. Subsequently, all employees in the signing group who have chosen to take their lieu time in separate periods shall select in order of seniority as above for each remaining period until their entitlement is chosen.

**14.03 Saturdays and Sundays**

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

**14.04 Pay**

*(Also refer to LOU #3)*

An employee will receive normal straight-time pay for any statutory holiday or any day proclaimed in lieu thereof provided that on the scheduled working day immediately before and/or on the scheduled working day immediately following the holiday, they were at work or on sick leave (excluding Long Term Disability, Weekly Indemnity or WorkSafeBC), or on annual vacation or on approved leave of absence not exceeding ten (10) working days.

**14.05 Notice to Work**

Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 14.03 above shall be notified by the Company of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in Article 14.03 above, providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall.

In the event of notification by the Company of less than fourteen (14) days prior thereto, an employee who works on the designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

**14.06 Compensation for Holidays Falling Within Vacation**

When a statutory holiday falls on or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for such statutory holiday in addition to their vacation time.

## **14.07 Statutory Holidays and Days in Lieu Method of Payment and Assignment of Work (NEW)**

### **Method of Payment**

The Parties agree to the following clarification of Article 12.03 and Article 14.00 as the method of payment for Statutory Holidays and Days in Lieu.

- (1) When a statutory holiday falls on an employee's regularly scheduled day off, the employee will have the option of either banking a day or have a day in lieu scheduled in the same pay period. The banked day or day in lieu will be paid at:
  - (a) **Eight (8) hours**  
if the employee was on an eight (8) hour schedule the shift both before and after the statutory holiday.  
if the employee was on one eight (8) hour shift either before or after the statutory holiday and on one ten (10) hour shift either the day before or after.
  - (b) **Ten (10) hours**  
if the employee was on a ten (10) hour schedule the shift both before and after the statutory holiday.
  - (c) **Twelve (12) hours**  
if the employee was on a twelve (12) hour schedule the shift both before and after the statutory holiday.
  - (d) **If the employee works two different length shifts before and after the statutory holiday, the employee's banked day or day in lieu will be paid at the lesser of two (2) shift's length.**
- (2) When an employee works a statutory holiday they will receive pay on the following basis:
  - (a) **Stat premium rates at two hundred percent (200%) for all hours worked.**
  - (b) **Have the option of receiving pay in an amount equal to the number of hours in their regularly scheduled shift at straight time, or schedule a day off in lieu, or a banked day, of the same length as the regular shift worked on the statutory holiday.**
- (3) Where an employee works two (2) consecutive shifts, and a statutory holiday occurs during that time, but neither of the shifts attract the stat premium as per above, the employee will be entitled to a day off with pay in lieu of the statutory holiday. This occurs in the following shift combination examples:  
Day/Night  
Afternoon/Night

### **Assignment of Work**

The following is an outline of the procedure which will be adhered to when determining which employee(s) will be assigned to work on a statutory holiday.

- (1) Wherever practicable the Company will post the number of people required to work in each department or section twenty-two (22) days prior to the holiday. (When the full shift complement is required, such notification will also be issued twenty-two (22) days prior to the statutory holiday).
- (2) The work identified on the posting will only be available to those normally assigned to work the statutory holiday according to the established shift schedule.
- (3) Employees interested in working the statutory holiday must indicate this within twelve (12) days of the posting date. *(In Field Operations, employees not interested in working must indicate this within twelve (12) days of the posting date.)*
- (4) The required number of employee(s) will be selected from those wishing to work on the basis of seniority. The most senior employee(s) who have indicated an interest will be assigned until the requirement is met. *(In Control, COs who are normally scheduled to work, and who have signed the sheet, will be offered the work first on the basis of seniority. RCOs who are normally scheduled to work, and who have signed the sheet, will be offered the work next on the basis of seniority.)*

- (5) **If an insufficient number of people on shift indicate their interest to work, an off day call out will take place, in order of seniority. *(In Control, COs who are eligible to work will be offered the work first on the basis of seniority. RCOs who are eligible to work will be offered the work next on the basis of seniority.)***
- (6) **If this does not produce the required number of employees, the most junior employee(s) will be assigned starting with those who are normally scheduled to work and, if necessary followed by those who are off shift, until the requirement is met. *(In Control, the most junior COs who are normally scheduled to work, but who did not sign the sheet, will be assigned first. The most junior COs who are eligible to work, but who are off, will be assigned next. The most junior RCOs, normally scheduled to work, but who did not sign the sheet, will be assigned last.)***
- (7) **Should additional personnel be required after the posting process has been completed, the Company will assign the work to employees on other crews in accordance with items 4, 5 and 6 above.**
- (8) **Employees who work the statutory holiday will be given the option of:**
  - (a) **Being paid under the provisions of 12.03(b), or**
  - (b) **Being paid two hundred percent (200%) for all hours worked and taking a day in lieu as per Article 14.02. The day in lieu will be of the same length as the regular shift worked on the statutory holiday.**
- (9) **Employees who have indicated a desire to work a statutory holiday will be informed if they are required to work or not and a list of those required to work will be posted three (3) calendar days prior to the holiday.**

**ARTICLE 15.00**  
**SICKNESS BENEFITS**  
*(Also refer to Article 13.10)*

The Company agrees to establish a sickness benefit plan to operate as follows:

**15.01 Weekly Indemnity (Effective January 1st, 2024)**

**Weekly Indemnity premiums 100% Company paid.**

- (a) **Eight (8) individual sick days will be allocated to each employee on an annual basis. Such days will be paid at one hundred percent (100%) of their hourly rate as per Appendix A.**
- (b) **A maximum of five (5) sick days may be used consecutively. If the absence exceeds five (5) days, the employee will file a Weekly Indemnity Claim. For all subsequent absences due to illness, the employee will file a Weekly Indemnity Claim after the third (3<sup>rd</sup>) consecutive day off.**
- (c) **The above sick days will be paid directly by the Company. The days will renew each calendar year on January 1<sup>st</sup> but will not carry over from year to year.**
- (d) **The Company reserves the right to request a medical note at its discretion after four (4) consecutive sick days have been taken. This medical note will be provided within twenty-one (21) calendar days.**

**Each incident of sick absences will be subject to a three (3) day waiting period. Employees are entitled to use the above noted sick days to cover the waiting period until the sick days are exhausted. Weekly Indemnity Claim Benefits are payable at eighty percent (80%) on the fourth (4<sup>th</sup>) day and each day after up to twenty-six (26) weeks.**

Benefits are payable from the first day of disability due to accident at a rate of one hundred percent (100%) of regular pay on the first day, one hundred percent (100%) of regular pay on the second day, and eighty percent (80%) of regular pay for each day thereafter. Benefits are payable for a maximum of twenty-six (26) weeks. **Weekly indemnity Claims will be forwarded to the insurance carrier with a completed "Attending Physician's Statement". The company agrees to use its best efforts to ensure the insurance carrier processes such claims in a timely manner.**

In recognition of the fact that some part-time employees work in excess of their regularly scheduled weekly hours, the Parties agree that the Company will amend the Weekly Indemnity plan so that benefits take into account such employees' average weekly hours. Specifically, the first two (2) weeks (e.g. fourteen [14] calendar days) of approved Weekly Indemnity Claims will continue to be paid on the basis of regularly scheduled hours. For the remainder of the claim, benefits will be calculated on the basis of the employee's average weekly hours over the twenty-six (26) week period prior to claim commencement, exclusive of overtime. In no case will the Weekly Indemnity calculation be based on anything less than the employee's regularly scheduled hours.

For the purposes of this Article a day of disability shall be defined as follows:

"A day in which the employee is disabled but does not include a day in which an employee has worked three (3) hours or more, except as completion of a regular night shift that commenced the previous day."

The costs for medical forms or letters required for the Weekly Indemnity plan shall be reimbursed by the Company.

**15.02 Weekly Indemnity/WorkSafeBC Benefits Advance**

An employee who submits a claim for Weekly Indemnity or WorkSafeBC Benefits may make application to the Company for an advance should there be a delay of their benefit payment beyond the employee's normal pay date. Such advance will be limited to the maximum amount payable under the Weekly Indemnity or WorkSafeBC program and will not be unreasonably denied.

**15.03 Employment Insurance Rebate**

The Company will remit to employees their portion of the Employment Insurance Rebate on an annual basis. This will be paid to each employee in the last pay period of February.

**ARTICLE 16.00**  
**CLOTHING ALLOWANCE**  
*(Also refer to Appendix B)*

**16.01 Uniforms**

Where uniforms are required to be worn by employees, they will be provided by the Company. The Company and the Union agree to cooperate in promoting a high standard of appearance among employees.

**16.02 Uniform Issue**

- (a) SkyTrain Attendants will be provided with uniforms according to the following schedule:

Initial issue (upon hiring)

- two (2) pairs of pants
- six (6) shirts, long or short sleeves or turtlenecks
- two (2) ties or bows
- two (2) sweaters, long sleeves or vest
- one (1) all weather jacket
- one (1) dress belt
- one (1) equipment belt (with pouch)
- one (1) equipment bag
- one (1) pair of storm pants
- one (1) identification tag
- two (2) pairs of shorts
- one (1) hat

Second year issue and thereafter shall be provided based on proof of need.

- (b) It shall be the responsibility of each employee to ensure that all necessary fitting and tailoring has been completed upon acceptance of the uniform from the supplier. The cost of any subsequent alterations will be borne by the employee concerned.

Any SkyTrain Attendant who suffers uniform damage while on duty shall have the particular piece of clothing replaced or repaired provided the clothing was damaged to a degree to make it unsuitable for future wear.

- (c) With prior approval of the Supervisor, SkyTrain Attendants may purchase gloves which meet Company standards for the job being performed. Upon proof of purchase, the Company will reimburse one hundred percent (100%) of the cost as in either (i) or (ii) below:
- (i) One purchase per twelve (12) months to a maximum of forty dollars (\$40.00).
  - (ii) One purchase per twenty-four (24) month period to a maximum of eighty dollars (\$80.00). In the event an employee leaves the Company prior to one (1) year from purchasing gloves, forty dollars (\$40.00) will be recovered from the employee's final cheque.

This will be based on proof of need and gloves purchased must be suitable for work performed.

In either option, the employee shall submit receipts for reimbursement up to the maximum amount specified.

- (d) Where required, employees will be issued rainwear with replacement on proof of need.
- (e) STA's will receive on their pay cheques a cleaning allowance of twenty dollars (\$20.00) bi-weekly.
- (f) In the event the Company considers it necessary to amend the uniform schedule, the Parties will meet to discuss the matter. Should the Parties fail to reach agreement, the matter will be referred to binding mediation under the provisions of Article 3.03(d).

### 16.03 Maintenance Crews

Coveralls will be provided, maintained and cleaned by the Company.

Where required, employees will be issued rainwear with replacement on proof of need.

Rubber boots will be supplied to employees exposed to wet conditions or who work in close proximity to power lines.

### 16.04 Safety Footwear

#### (a) Safety Footwear

Where safety shoes are required on the job and with prior approval of the supervisor concerned, the Company will pay one hundred percent (100%) of the cost as in either (i) or (ii) below:

- (i) One purchase per calendar year to a maximum of two hundred dollars and **twenty-five dollars (\$225)**.
- (ii) One purchase per two calendar years to a maximum of four hundred dollars and **fifty dollars (\$450)**.

The acceptable alternative is the purchase of one (1) pair of heavy (winter) and one (1) pair of light (summer) safety footwear per two calendar years to a maximum of four hundred dollars and **fifty dollars (\$450)**.

In the event an employee **claims (ii) above and** leaves the Company prior to one (1) year from purchasing safety shoes, two hundred **and twenty-five dollars (\$225) dollars** will be recovered from the employee's final cheque.

This will be based on proof of need and footwear purchased must be suitable for work performed. In either option, the employee shall submit receipts for reimbursement up to the maximum amount specified.

#### (b) Repairs to Safety Footwear

The cost of repairs to such footwear will be reimbursed at one hundred percent (100%) by the Company. This will require prior approval by the Company to determine that the damage is work related and the cost of repairs is reasonable.

### 16.05 Protection Clothing

Subject to discussion between the Company and the Union, the Company will provide for use on the job, protective clothing where reasonable need is shown.

### 16.06 Safety Eyewear

In accordance with performing their duties and subject to the Company's policy, employees may be eligible for prescription safety glasses.

### 16.07 Hearing Protection

The **Company** will reimburse Employees who require hearing protection up to **one hundred and eighty dollars (\$180)** every three (3) years for WorkSafeBC approved hearing protection.

### 16.08 STA Footwear

#### (a) STA Footwear

With prior approval of the supervisor concerned, the Company will pay one hundred percent (100%) of the cost as in either (i) or (ii) below:

- (i) One purchase per calendar year to a maximum of one hundred and **seventy-five dollars (\$175)**
- (ii) One purchase per two calendar years to a maximum of **three hundred and fifty dollars (\$350.00)**

The acceptable alternative is the purchase of one (1) pair of summer and one (1) pair of winter shoes per two calendar years to a maximum of) **three hundred and fifty dollars (\$350.00)**.

**In the event an employee claims (ii) above and leaves the Company prior to one (1) year from purchasing STA footwear, one hundred and seventy-five dollars (\$175) will be recovered from the employee's final cheque.**

This will be based on proof of need and footwear purchased must be suitable for work performed. In either option, the employee shall submit receipts for reimbursement up to the maximum amount specified.

**(b) Repairs to the STA's Shoes**

The cost of repairs to such footwear will be shared on a 50/50 cost sharing basis between the Company and the employee. This will require prior approval by the Company to determine that the damage is work related and the cost of the repairs is reasonable.

**ARTICLE 17.00**  
**TRAVELLING AND LIVING ALLOWANCES**

**17.01 Reporting Location**

Each employee will have an established headquarters, which will be the location where the employee normally works, reports for work, or the location to which the employee returns between jobs. The Union will be advised of any change in report location prior to implementation of such change.

Changes in report location, at the direction of the Company, will be offered to employees in the same classification starting with the most senior to the most junior.

In Field Operations where employees are assigned to crews, changes to report locations will be offered to employees in the same crew and the same classification starting with the most senior to the most junior.

In the event there are insufficient volunteers, the most junior employee within the same classification will be required to change locations.

**17.02 Personal Vehicle Use**

Where employees are requested to use their personal vehicle on the Company's business, the request will be made in writing. If approved in writing, employees will then be reimbursed for the use of their vehicle at approved mileage rates, and time spent in travel at the direction of the Company will be paid for as time worked.

**17.03 Mileage Rates**

Where employees elect and are permitted to use their personal vehicle in lieu of transportation made available by the Company, they shall receive the rate prescribed in Canada Revenue Agency Guidelines for all distance travelled on Company business.

**17.04 Public Transportation**

Where employees elect to use their personal vehicle in preference to public transportation, they shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when travelling by public transportation. Private vehicle insurance contracts are generally written on the basis of non-business driving. Employees are responsible to ensure that their insurance contract is suitably endorsed and/or rated before a privately owned vehicle is used on Company business.

**17.05 Reimbursement of Expenses**

Employees travelling on Company business or working outside the Vancouver area will be reimbursed for reasonable expenses subject to the Company policy, by submitting the appropriate Company form:

- (a) Accommodation expenses.
- (b) Meal expenses.
- (c) Other reasonable expenses may be allowed subject to supervisory control. Such expenses will include, but not be limited to: taxis, parking, telephone, laundry and valet, and will be supported by receipts.
- (d) The Company will pay economy air fare for air travel and the equivalent of first-class standards for other forms of travel.

**ARTICLE 18.00**  
**SAFETY REQUIREMENTS**  
*(Also refer to Article 24.00 and Appendix B)*

**18.01 Policy**

It is the intent of the Parties to this Agreement to conduct a safe operation. Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply. No employee shall undertake any work which the employee deems to be unsafe. Such incidents must be immediately reported, and investigated by local management.

A Union member of the Joint Occupational Health and Safety Committee or a Union Job Steward, if a Committee member is not available, will also participate in such investigation of unsafe work in accordance with Company policy.

**18.02 Joint Occupational Health and Safety Committee**

The Company and the Union agree to establish a joint Management/Union Occupational Health and Safety Committee as provided for in the Workers' Compensation Act.

**18.03 First-Aid Premium**

(a) The "First-Aid Regulations" of the Workers' Compensation Act require Occupational First Aid attendants at certain work locations.

(b) **Policy**

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

(c) The Company will encourage employees to qualify for First Aid Certifications and will pay for the required certification and training for those selected by the Company, in order of seniority, to qualify as designates and alternates only. Certificates must be valid to qualify for pay allowance. The Company will provide pay allowance to designates and alternates as per the following schedules.

(d) **Schedule I**

Designated First Aid attendants are qualified persons designated by the Company to provide First Aid coverage for specified shifts.

Level 2	\$2.00/hr effective on ratification \$2.25/hr effective September 1, 2018
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Level 3	\$2.50/hr effective on ratification \$2.75/hr effective September 1, 2018
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(e) **Schedule II**

Alternate First Aid Attendants are qualified persons designated by the Company to provide relief First Aid coverage for specified shifts as required.

Level 2	40¢/hour
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Level 3	45¢/hour
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**ARTICLE 19.00**  
**LEAVE OF ABSENCE**  
*(Also refer to Article 6.07 and 13.08)*

**19.01 General Leave**

- (a) Leaves of absence shall not conflict with essential departmental requirements.
- (b) Employees who have less than three (3) years of service with the Company may apply for leave of absence without pay for legitimate reasons. This leave will not exceed four (4) weeks and may be granted at the discretion of the Company on written request, subject to operational requirements being met.
- (c) Employees who have completed three (3) or more years of service with the Company may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence.
- (d) Employees who have completed five (5) or more years of service with the Company shall receive on request up to five (5) scheduled working days a year without pay to be taken in unbroken sequence.
- (e) In addition to the provisions of paragraph (d) above, and subject to departmental requirements, employees who have completed ten (10) or more years of service with the Company shall receive on request up to five (5) extra scheduled working days a year without pay to be taken in unbroken sequence.

**19.02 Bereavement Leave**

Bereavement leave of absence of up to five (5) days (within seven (7) consecutive days from the commencement of the leave) with pay shall be granted to an employee in the event of a death of a spouse, child, **parent**, stepchild, **step-parent** or legal guardian; and up to three (3) days (within seven (7) consecutive days from the commencement of the leave) of such leave with pay in the event of a death of a **sibling, parent-in-law**, grandparent or grandchild. The Company may at its discretion grant further bereavement leave, contingent on the circumstances.

It is understood that part-time employees will receive bereavement leave (within seven (7) consecutive days from the commencement of the leave) on the basis of their regularly scheduled hours, plus any previously assigned extra hours in accordance with the foregoing. When bereavement leave occurs during an employee's approved paid leave, they shall be granted such leave in addition to their bereavement leave entitlement.

**19.03 Special Leave**

Any employee will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons. Such reasons may also include trauma related to an accident, incident, or Code **Sierra**. Special Leave requests will be submitted to the employee's Supervisor/Manager who will confer with the **Company**. Approval will be made by the **Labour Relations Director or designate**. Special leave requests will not be unreasonably denied. It is agreed by both Parties that confidentiality is a priority in special leave situations, grievances arising from the application of this article will be referred to Step 2 of the Grievance Procedure.

Any employee who is directly involved in a traumatic accident or incident while carrying out their normal duties will be considered for counselling and paid leave in accordance with the Company Human Resources policy.

The Company or a counsellor will endeavour to contact the employee within twenty-four (24) hours of the incident to offer counseling.

NB: TRAINED EMPLOYEE ASSISTANCE COUNSELLORS ARE AVAILABLE 24 HOURS PER DAY.

**19.04 Court Leave**

- (a) When an employee, other than employees on leave of absence without pay, is summoned to Jury Duty, subpoenaed as a witness, or representing the Company in an official capacity, leave of absence with pay will be granted.

Afternoon or night shift workers on court leave will be considered to be on day shift for the block of shifts surrounding the court leave or other such arrangements as may be deemed appropriate, by mutual agreement.

- (b) When representing the Company in an official capacity, employees will be paid as time worked.
- (c) Any employee granted leave of absence with pay while serving at court shall remit to the Company all monies paid by the court except travelling and meal allowance not reimbursed by the Company.
- (d) Employees required to be in court occasioned by their private affairs may be granted leave of absence without pay.

#### **19.05 Educational Leave**

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Company will be given that day off as leave of absence with pay.

#### **19.06 Child Birth Leave**

An employee shall be granted a leave of absence with pay for:

- (i) one (1) day to attend the birth of the employee's child provided the birth falls on the employee's regular work day.
- (ii) one (1) day to attend the homecoming of the **birthing parent** and child provided the homecoming falls on the employee's regular work day.

#### **19.07 Maternity Leave**

- (a) Leave of absence without pay as stipulated by BC Employment Standards Act and/or Employment and Social Development Canada, whichever is greater, will be granted to regular employees for maternity reasons.
- (b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by **their** physician and submitted to the **Labour Relations Director or designate** as soon as is reasonable within the second trimester. Any cost associated with obtaining the medical certificate shall be reimbursed by the Company.
- (c)
  - (i) Employees will notify the Company at least four (4) weeks in advance of the date on which the employee intends to begin **their** leave of absence. An employee may alter the date of commencement of **their** leave of absence by providing written notice to the Company no later than two (2) weeks prior to the date **they** originally wished to commence **their** leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, they shall on the recommendation of her their physician, commence **their** leave of absence immediately.
  - (ii) If it is the intention of the Company to fill the position, such vacancy shall be posted within ten (10) days of notification from the employee.
- (d) Once the employee has commenced **their** leave of absence, **they** will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Company 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 as the employee requests.
- (f) Employees desiring to return to regular employment following maternity leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity 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 Company at least one (1) week before the date that the employee indicates **they** intend to return to work and the employee must furnish the Company with a certificate of a medical practitioner stating that the employee is able to resume work.

- (g) On return from maternity leave, the employee will be reinstated in **their** former position and receive the same wage rate and benefits as **they** received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (h) The Company will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- (i) When an employee on maternity leave fails to notify the Company of **their** desire to return to work in accordance with (f) 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 posting 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.
- (j) The Company will continue to make payments to the employee's benefit plan in the same manner as if the employee were not absent, where:
  - (i) the Company pays the total cost of the plan, or
  - (ii) the employee elects to continue to pay **their** share of the cost of the plan that is paid for jointly by the Company and the employee.
- (k) It is agreed in work situations where the Company has concern about the ability of the employee to perform **their** work because of pregnancy, that the Company may request that the employee provide a statement from **their** doctor confirming that **they** are medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company. Pregnant employees may request temporary transfer, modification of duties, or Leave of Absence subject to the provisions of Company Policy HRGEN 20.

#### **19.08 Post-Maternity Posting Rights**

- (a) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job postings.
- (b) In order to qualify for the right to apply for job postings the employee must advise the Company of **their** resignation not later than six (6) weeks prior to the previously agreed upon return date of the leave of absence. The Company may then proceed to fill the resultant job vacancy on a permanent basis.
- (c) The right to apply for postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be frozen as at the date they cease 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.
- (d) An employee who applies for a job posting under the terms of this Article shall be considered as a regular employee for the purposes of the job competition, with seniority frozen as per Article 19.08(c). If successful, the applicant will begin to again accrue seniority, in addition to that already frozen, as of the date of return to work.

#### **19.09 Adoption Leave**

- (a) An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request parental leave without pay as stipulated by BC Employment Standards Act and/or Employment and Social Development Canada, whichever is greater.
- (b) In order to be eligible for leave of absence under the article, the employee shall be required to furnish the Company proof of adoption.
- (c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and

improvements to benefits to which the employee would have been entitled had the leave not been taken.

- (d) The Company will continue to make payments to the employee's benefit plan in the same manner as if the employee were not absent where:
- (i) the Company pays the total cost of the plan, or
  - (ii) the employee elects to continue to pay their share of cost of the plan that is paid for jointly by the Company and the employee.

#### **19.10 Parental Leave**

- (a) An employee may, upon four (4) weeks written notice, request parental leave without pay as stipulated by BC Employment Standards Act and/or Employment and Social Development Canada, whichever is greater.
- (b) Upon return to work, the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to the benefits to which the employee would have been entitled had the leave not been taken.
- (c) The Company will continue to make payments to the employee's benefit plan in the same manner as if the employee were not absent, where:
- (i) the Company pays the total cost of the plan, or
  - (ii) the employee elects to continue to pay their share of cost of the plan that is paid for jointly by the Company and employee.

#### **19.11 Military Leave**

An employee who is called up by the Canadian Military Reserve Service to attend:

- Rank and Trades Training, or\
- Annual Field Training

may request leave of absence with pay, to a maximum of forty (40) hours per year. Such requests must be provided in writing with a minimum of four (4) weeks prior notice and will include supporting documentation from the Military. Approval of such requests will be subject to operational requirements.

When a leave of absence with pay has been granted, the employee will also provide a record of remuneration for the period of leave. Any employee granted leave of absence with pay while serving Military duty shall remit to the Company all monies paid by the Military.

#### **19.12 Compassionate Care Leave**

Compassionate Care Leave is an approved unpaid leave. It is a statutory entitlement whereby an employee is provided leave to care for a family member as defined in the applicable legislation. To qualify for Compassionate Care Leave an employee must as soon as practicable, provide the Company with a medical certificate from a doctor stating that a family member has a serious medical condition with a significant risk of death within the time frame defined within the Employment Standards Act.

Employees may be eligible for Employment Insurance benefits. If employees are approved for E.I. Compassionate Care Leave Benefits, written documentation supporting approval for eligibility shall be submitted by the employee and will be accepted by the Company as adequate documentation to support the unpaid leave.

#### **19.13 Medical and Dental Appointments**

- (a) **For Employees Working Monday to Friday Day Shift:**

Employees shall schedule medical and dental appointments at times and dates during which they are not scheduled to work, except in a medical or dental emergency.

Where it is not possible for an employee to schedule non-emergency appointments outside of normal working hours, they will provide the maximum notice, in any event, not less than forty-eight (48) hours to the Supervisor. Supervisory approval will not be unreasonably denied.

Employees who go for medical and dental appointments will not have any such leave deducted from pay periods of two (2) hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted except that supervisors at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.

(b) **For All Other Employees:**

Employees shall schedule medical and dental appointments at times and dates during which they are not scheduled to work, except in a medical or dental emergency. Where it is not possible for an employee to schedule non-emergency appointments outside of normal working hours, they will provide the maximum notice, in any event, not less than forty-eight (48) hours to the Supervisor. Supervisory approval will not be unreasonably denied. However, specialist appointments where accompanied by a medical note will be subject to leave with pay as per (a) above.

Employees who go for approved medical and dental appointments will have such time deducted as leave without pay.

### **19.14 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family

Family responsibility leave is designed to help employees deal with family problems that conflict with job responsibilities. Family responsibility leave does not carry over from year to year if it is not used during each year.

#### **Definitions**

"A child is in the employee's care" means a child under the age of nineteen. Parents are not entitled to family responsibility leave to attend to education-related issues of their children after they reach the age of nineteen.

"Immediate family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

#### **Duration of Leave**

Any time taken off on any day (even one [1] hour) qualifies as one (1) day.

#### **Reason for Leave**

The request does not need to be made because of a crisis or emergency. It must be related to the care or health, and in the case of a child, education, of a member of the employee's immediate family. An employee is encouraged to give reasonable notice of any request for leave to allow the Company to accommodate the absence. The Company may require reasonable proof, after the event, that the request for a leave was valid.

### **19.15 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 19.07 of the Collective Agreement and who have given birth.

1. The SUB Plan will come into effect thirty (30) days after the date of compliance authorization for the SUB Plan is received from Employment and Social Development Canada (ESDC). It will be in effect until the expiration date of this Collective Agreement.
2. Eligible employees will be paid a maximum of **eighteen (18)** weeks of top-up benefits under the SUB Plan.
3. The top-up shall be to one hundred percent (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 one-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 one-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 **their** regular job (not necessarily the job **they are** 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.
11. The **Company** will inform Employment and Social Development Canada (ESDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

#### **19.16 Public Office Leave**

A leave of absence without pay, for a period of up to ninety (90) days, may be granted to employees who choose to run for elected office in a municipal, provincial or federal election. A leave of absence without pay for a period of up to five (5) years may be granted to an employee who is elected to a municipal, provincial or federal office.

#### **19.17 Volunteer Rescue and Emergency Work Leave**

Employees who are on the roster of registered volunteer organizations engaged in volunteer rescue and emergency work may be granted a leave of absence without pay if they have the prior approval of their Managers.

#### **19.18 Critical Care Leave (NEW)**

**Leave of absence without pay as stipulated by the BC Employment Standards Act (BC ESA) will be granted to employees who meet the eligibility requirements of the BC ESA.**

**ARTICLE 20.00**  
**TRAINING**  
*(Also refer to Article 27.00)*

**20.01 Purpose**

- (a) Both Parties agree that a high standard of training must be maintained for the safe and efficient operation of the system, and as such, comprehensive training programs will be recognized.
- (b) The provisions herein are also intended to assist employees in maintaining and improving skills for the purpose of career development within the Company, including career development counselling through the Training Department.

**20.02 Company Paid**

- (a) Where an employee is required to attend a course, seminar or demonstration for the purpose of training there shall be no loss of pay on the part of the employee.
- (b) Where the Company requires employees to take a course to upgrade their skills and/or knowledge, the full cost of training and any additional expenses associated with the training, not normally incurred by the employee, shall be paid by the Company.

**20.03 Financial Aid**

Where the Company agrees that additional training could be of future use to an employee in working for the Company, or desirable in preparation for possible advancement within the employee's particular field of work, fifty percent (50%) of the cost of training will be borne by the Company. The payment of such costs, including text books and examination costs would be made upon prior approval of immediate supervisor, proof of payment and successful completion of the course.

**20.04 On-the-Job Training**

Where the introduction of new equipment and/or methods becomes part of the duties and responsibilities of an employee, it will be the responsibility of the Company to provide that employee with on-the-job training.

The Company agrees to offer to employees, wherever possible, in-house and on-the-job training in the order of seniority provided the employees have the prerequisite expertise and knowledge to successfully complete the training.

However, operational requirements may not make it practical to offer training to the most senior employee first. In such cases, it is understood that such training will not disadvantage a senior employee with respect to applying Article 8 (Layoff and Recall).

When it is not practical to offer training to the most senior employee(s) first, such employee(s) will not be disadvantaged with respect to applying Article 7.10(d), in that the lack of such training will not be used as a determining factor. This provision will not apply should an employee decline, or not avail themselves, to take any such training. Nor will this provision apply with respect to the Control Operator training program

**20.05 Guideway Technician in Training (NEW)**

**Upon hire, Guideway Technicians in training shall earn the following rates based on a five (5) module program as outlined below:**

- upon hire (87.5%)
- upon successful completion of Module 1 (+2.5%)
- upon successful completion of Module 2 (+2.5%)
- upon successful completion of Module 3 (+2.5%)
- upon successful completion of Module 4 (+2.5%)
- upon successful completion of Module 5 (+2.5%)
- upon successful completion of all modules (100%)

**Employees are deemed BCTRC certified as a Guideway Technician upon completion of all modules.**

**The Company will determine the order of completion of the above mentioned modules.**

**In cases where module completion exceeds three (3) months and such delays are caused by the Company, employees shall receive the wage increase for the next module upon four hundred eighty (480) regular hours worked from successful completion of the previous module. The Parties agree that there shall not be unreasonable delays with respect to completion of the modules. Should such delays occur, the Parties shall meet to resolve the matter.**

**Unsuccessful participants who are removed from the program due to inadequate performance will be returned to their previous position**

**The Parties agree that the Guideway Technician in training cannot sign off on any work until receiving the Company certification as a Guideway Technician.**

**ARTICLE 21.00**  
**BENEFITS**  
*(Also refer to LOU #53 )*

The Company agrees to make available a welfare plan embodying the following:

**21.01 Basic Group Life Insurance**

Premiums 100% Company paid.  
150% of annual earnings to a maximum of \$150,000.

**21.02 Voluntary Group Life Insurance**

Premiums 100% employee paid.  
Available to employees and spouses in units of \$10,000 to a maximum of \$200,000 each.

**21.03 Accidental Death and Dismemberment**

Premiums 100% Company paid.  
(a) Basic Benefit - principal sum - \$30,000  
(b) Business Travel Accident Benefit - \$100,000

**21.04 Voluntary Accidental Death and Dismemberment**

Premiums: 100% employee paid  
Eligibility: All active employees under age 70, their spouses under age 70 and their dependent children under age 21 (age 25 for students).

<b>Classification</b>	<b>Principal Amount</b>
All employees	- An amount which is a multiple of \$25,000 - Minimum benefit amount of \$25,000 - Maximum benefit amount of \$250,000
Dependent benefit	Percentage of employee's benefit
Spouse	50% if there are no children, or 40% if there are children
Each child	20% if there is no spouse, 10% if there is a spouse

**21.05 Long-Term Disability**

Premiums 100% employee paid.

50% of basic monthly earnings. Benefits are payable upon the expiration of Weekly Indemnity benefit until the employee ceases to be disabled or attains age 65, whichever is earlier.

Disability means the inability of the employee to perform their occupation for the first twenty-four (24) months during which benefits are payable and thereafter, the inability to perform any occupation for which the employee is qualified by virtue of education, training or experience.

Despite the foregoing, the long-term disability plan must always meet the criteria established by the Public Service Pension Board of Trustees to be an approved "group disability plan". Any insurance policy or other contract entered into in respect of the long-term disability plan will at all times comply with those criteria, and must be amended as necessary by the Company to ensure such compliance.

Employees in receipt of long-term disability benefits on December 16, 2012 will receive the special cash payments described in item 8(f) of the CUPE Local 7000/the Company Joint Labour and Management Pension Task Force Chairperson's Report to the Company and CUPE Local 7000 dated August 31, 2012.

**21.06 Extended Health Care**

The following apply to the employee, spouse, dependent(s) and the Retired employee with ten (10) or more years of service (or with five (5) or more years of service if hired prior to April 29, 2014) and their spouse and dependent(s).

Premiums one hundred (100%) Company paid.

Deductible	\$25 per person or family
Reimbursement	100% of emergency out-of-province eligible expenses 100% of all other eligible expenses
Pay Direct Card	Will be issued for all active regular employees (excluding retirees)
Survivor Extended Health Care Benefits	Will be provided to the spouse and dependent(s) of all active employees for up to two (2) years
Hospital Room and Board	The additional charge for a semi-private or private room (including the coinsurance charge of BCHP)
Vision Care	Up to <b>\$425</b> per person for the cost of corrective eyewear in any 12-month period. Up to <b>\$850</b> per person in any 24-month period
Hearing Aids	Up to <b>\$1,500</b> per person per ear in any three (3) calendar year period
Orthopedic Shoes or Orthotics	Up to <b>\$550</b> per adult and <b>\$350</b> per dependent child
Laser Eye Surgery	\$1,000 per eye: <ul style="list-style-type: none"> <li>- Must be referred by an independent optometrist who is a registered practitioner in the Province of British Columbia, and</li> <li>- Must require distance correction of greater than or equal to 2 dioptres in the lowest power meridian.</li> <li>- Must check with insurance carrier for details prior to undergoing such treatment</li> </ul>
Eye Exams	<b>\$140</b> per 24 months per person
Massage Practitioner	<b>\$2,500</b> per calendar year per person
Chiropractor	<b>\$1,000</b> per calendar year per person
Physiotherapist	<b>\$1,500</b> per calendar year per person
Podiatrist	<b>\$400</b> per calendar year per person
Acupuncturist	\$300 per calendar year per person
Naturopath	\$400 per calendar year per person
Psychologist / Registered Clinical Counsellor	<b>\$4,000</b> per calendar year per person
Speech Therapist	<b>\$1,200</b> per calendar year per person
Oral Contraceptives	Included
Maximum Lifetime Benefit (active employees)	\$2,500,000
Maximum Lifetime Benefit (retired employees)	\$1,000,000
PSA (Prostate Specific Antigen) Testing	Annual (1x/calendar year)

### 21.07 Dental

The following apply to the employee, spouse, dependent(s) and the Retired employee with ten (10) or more years of service (or with five (5) or more years of service if hired prior to April 29, 2014) and their spouse and dependent(s).

Premiums 100% Company paid.

Deductible	Nil
Reimbursement	Part A 90% for basic restorative and preventative services, periodontics, root canal treatment and repairs and relines of prosthetics
	Part B 70% of major restorative services (crowns and bridges)
	Part C 50% for orthodontic treatment (maximum lifetime benefit \$7,500 per person)
Survivor Dental Care Benefits	Will be provided to the spouse and dependent(s) of all active employees for up to two (2) years.
Survivor Medical Services Plan	Will be provided to all active employees for up to two (2) years.

Retired employees with ten (10) or more years of service shall be eligible to receive the following coverage:

Premiums 40% Company paid.

Deductible	Nil
Reimbursement	Part A 70%
	Part B 50%

#### **21.08 Medical Services Plan**

The Company will continue to pay 100% of the employees' MSP costs as set out below in the event that the Provincial Government makes any changes.

Premiums 100% Company paid.

All employees, except Casuals, shall be eligible to receive the basic medical and surgical coverage provided by the BC Medical Services Act through the Medical Services Plan.

Survivor Medical Services Plan	- Will be provided to all active employees for up to two (2) years.
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#### **21.09 Substance Use Treatment Program (NEW)**

**Upon request from the employee and confirmation of acceptance by the treatment facility, the Company will provide an interest free loan to a maximum of fifteen thousand dollars (\$15,000) to cover the admission fee for a treating physician recommended treatment program;**

**The Company will forgive one hundred percent (100%) of the value of the loan to the employee upon the successful completion of their monitoring agreement. The Company will recover the debt in the event that the employee does not meet their obligation under the monitoring agreement.**

**It is understood that the Company will agree to forgive one hundred percent (100%) of the loan up to a maximum of fifteen thousand dollars (\$15,000) on no more than one (1) occasion during the term of an employee's employment.**

#### **21.10 Substitution of Carrier (NEW)**

**The Company will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.**

**ARTICLE 22.00**  
**TRANSIT PASS**

**22.01 Policy**

All employees who are members of the Union shall be entitled to a transit pass, as well as up to two (2) additional transit passes for their spouse and/or dependent child(ren), to be issued on a periodic basis.

An employee shall surrender the passes upon termination of employment.

Retired employees with two (2) or more years of service will receive a transit pass, as well as an additional transit pass for their spouse or dependent child.

**ARTICLE 23.00**  
**RESPECTFUL WORKPLACE PROGRAM**

**23.01 Policy**

The Company and the Union are committed to providing a workplace where individuals treat one another with respect, dignity and cooperation. A workplace free from bullying and harassment is the minimal standard for ensuring a respectful workplace. For specific policy information and guidelines, regarding the Respectful Workplace Program, refer to the B.C. Rapid Transit Company Limited booklet titled "*Your Guide to a Respectful Workplace*". The Occupational Support Manager has overall responsibility for the program.

**23.02 Joint Respectful Workplace Committee**

The Parties have agreed to maintain the Joint Respectful Workplace Committee. The Committee is to be made up of two (2) members each from the Company and the Union. Such Committee shall meet periodically and the responsibility of the Committee shall be to:

- (a) recommend amendments and/or modifications to established procedures to deal with complaints and ensure confidentiality for participants;
- (b) recommend amendments and/or modifications to training and development and education and awareness strategies for all employees where deemed necessary;
- (c) develop and recommend an ongoing communications strategy that informs employees of the Program;
- (d) monitor the Program in order to assure the quality of services provided and make recommendations, as deemed appropriate.

**23.03 Application**

- (a) Each employee (bargaining unit and exempt) is responsible for conducting themselves within the spirit and intent of the policy, and for contributing towards a respectful work environment. Responsibility for resolving disagreements, misunderstandings or conflicts is placed primarily with the individuals involved. All employees have a right and responsibility to address workplace disagreements in a manner which promotes resolution rather than retaliation.
- (b) Each Manager, Supervisor, and Union Representative will foster a respectful work environment. If they have knowledge of disrespectful behaviour, including harassment, they will take appropriate and timely action.
- (c) All requests for assistance will be taken seriously and will be handled in a confidential, impartial and timely manner. Disrespectful behaviour, including harassment, is unacceptable. Whenever possible, an informal approach will be taken to resolve disagreements or conflicts fairly and expediently. If this is not possible, a Formal Review may be required.
- (d) Retaliation against an individual because they have requested assistance or have provided information is considered a form of harassment and will be dealt with accordingly.
- (e) If it is determined that a complaint has been made maliciously or with intent to harm, disciplinary action will be taken.

**ARTICLE 24.00**  
**ACCIDENT/INCIDENT INVESTIGATION**  
*(Also refer to Appendix B and Article 18.00)*

**24.01 Right to Have Union Representative Present**

At any inquiry, hearing or investigation into an incident, where the actions of a bargaining unit employee may have had a bearing on the events or circumstances leading thereto and where the employee is required to appear at the inquiry, hearing or investigation being conducted into such incident, the employee may be accompanied by a Union representative of the employee's choice.

**24.02 Role of Union Representative**

- (a) The employee and the Union representative may require the department's representative in charge to state the circumstances leading to the inquiry, hearing or investigation, before the employee is required to answer any question.
  
- (b) The employee and the Union representative may make representations and direct questions concerning the incident or events and circumstances, leading thereto, to the department's representative in charge.

**24.03 Review of Findings**

The department shall notify the employee and Union representative of completion of the report of the investigation pursuant to (a) above. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to employees and their representatives to read the report, review any relevant video and audio recordings and computer readouts including the findings of the investigation, and to take such personal notes as they deem necessary. Subsequent opportunities to read the same report and findings will be provided to the employee and representative upon request.

**24.04 Compensation for Inquiry Appearance**

- (a) Employees called by the inquiry as witnesses will suffer no loss of normal pay when appearing before an inquiry, hearing or investigation.
  
- (b) Employees called by the inquiry as witnesses outside of their scheduled hours of work shall be compensated at the appropriate overtime rate.

**24.05 Reassignment Pending Investigation**

Where an incident occurs that requires any employee to be suspended from part or all of the employee's normal duties pending an inquiry, hearing or investigation, that employee shall suffer no loss of normal pay during such period of suspension while performing other assigned duties. The appropriate Union representative(s) will be advised of such action in a timely manner.

**24.06 Accident and Incident Investigations (NEW)**

**Supervisors who are involved in a safety investigation will not be directly involved in the incident investigation except as a witness where it may be required. Any statements made by an employee in a safety investigation will not be used beyond the safety investigation. Supervisors who are directly involved in an accident will not be a member of the investigating team due to a potential conflict of interest.**

**ARTICLE 25.00**  
**LEGAL REPRESENTATION**

**25.01 Policy**

The Company shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, or who is party to a legal action, arising from the employee's duties. The employee agrees to cooperate with the Company and legal counsel provided in such matters.

**25.02 Grievances**

A grievance arising from the application of this Article shall begin at the final step of the grievance procedure.

**ARTICLE 26.00**  
**PENSION PLAN**  
*(Also refer to LOU #53)*

**26.01 Public Service Pension Plan**

- (a) Effective December 16, 2012, the Company will participate in the Public Service Pension Plan (PSPP).
- (b) Employees hired before December 16, 2012 will be able to opt out of the PSPP in accordance with the terms of the PSPP.
- (c) Employees hired on or after December 16, 2012 will be enrolled in the PSPP in accordance with the terms of the PSPP.
- (d) Employees can only terminate membership in the PSPP upon termination of employment with the Company.
- (e) In order to help ensure that employees are equipped to make informed decisions with respect to retirement planning, the Pension Corporation offers "Thinking About Retirement" sessions. Information on those sessions will be posted for employees when provided by the Pension Corporation.

**26.02 Transition Assistance**

Until December 15, 2013, the Company will cause Great-West Life to provide financial advisor services to assist members in increasing their pension literacy, and in making decisions that enable them to be financially prepared for retirement.

**ARTICLE 27.00**  
**APPRENTICESHIP PROGRAM**

**27.01 Agreement**

The Company and the Union both recognize the merits of apprenticeship training and the need for industry to ensure a sufficient supply of skilled trades people. It is agreed that such programs will be initiated in consultation with the Union. It is further agreed that the following terms and conditions will be adopted as guidelines for any apprenticeship training.

**27.02 Joint Apprenticeship Committee**

- (a) For any mutually agreed upon apprenticeship program, **the Company** and CUPE agree to establish a Joint Apprenticeship Committee. Such committee will be comprised of two (2) Union representatives and two (2) Management representatives.
- (b) The Company shall further appoint one member to serve as a "Coordinator". The "Coordinator" will be the Safety, Security, Training and Development Manager or a Labour Relations representative. This member will only "vote" on issues when agreement cannot be met by the other four members.
- (c) Union members attending committee meetings outside of their scheduled working hours will be paid straight time rates.

**27.03 Committee Responsibilities**

- (a) The Committee will recommend examination criteria, as well as age and educational requirements for apprenticeship candidates. The Committee is also responsible for recommending training, and monitoring the progress of the apprenticeship program at **the Company** subject to final approval of the Parties to the Agreement and the provisions of the Apprenticeship Act of British Columbia.
- (b) The Committee shall meet on a regular basis to review the aforementioned topics and discuss the progress of the apprentices.
- (c) The parties to this committee are fully apprised that this program and its contents are ultimately governed by the Apprenticeship Act of British Columbia as administered by the applicable Government Ministry.

**27.04 Company Responsibilities**

- (a) The Company is responsible for the selection and initial placement of apprentices. The Job Posting process will be used to note vacancies in the apprenticeship program. Preference will be given to members of CUPE LOCAL 7000 who meet the requirements of 27.03 (a) above, subject to demonstrated performance and ability. If no qualified internal candidates exist, outside candidates may be considered.
- (b) The Company is responsible for the rotation of apprentices from location to location.
- (c) Because the success of the program depends on the orderly progression of apprentices to journeyman status the Company may remove from the program anyone who fails to show satisfactory effort or progress. Apprentices shall receive appropriate counselling/monitoring about the expected standards and requirements prior to any removal from the program.

**27.05 Apprentice Status**

- (a) All apprentices will be considered as regular status employees of the **Company**, and as such, will participate in benefit plans and accrue seniority in the same manner as any other regular status employee.
- (b) Apprentices shall be exempt from the provision of **Article 12.10 "Shift Development for Regular Employees"**.
- (c) Should the program be terminated for any reason, **or any participant be unsuccessful, the internal apprentices will return to their "Home Department. External apprentices** will be considered as on layoff status and will be subject to the provisions of Article 8 - "Layoff and Recall".

- (d) Upon completion of the program, the successful participant(s) **will be place in that department as a “Red Seal” Technician where practicable and applicable.**

#### **27.06 Training**

- (a) The Apprenticeship Board of the applicable Government Ministry shall recommend (and approve the appropriateness of) all education undertaken whether formal or on-the-job.
- (b) Costs for required text books and courses will be borne by the Company. Wages during formal schooling will be covered by the appropriate procedures for E.I./the Company cost sharing.

#### **27.07 Earnings**

Apprentices shall earn the following rates if the program is eight (8) terms:

1 <sup>st</sup>	6 months	74% of Technician rate
2 <sup>nd</sup>	6 months	74% of Technician rate
3 <sup>rd</sup>	6 months	75% of Technician rate
4 <sup>th</sup>	6 months	76% of Technician rate
5 <sup>th</sup>	6 months	78% of Technician rate
6 <sup>th</sup>	6 months	80% of Technician rate
7 <sup>th</sup>	6 months	85% of Technician rate
8 <sup>th</sup>	6 months	90% of Technician rate

Apprentices shall earn the following rates if the program is ten (10) terms:

1 <sup>st</sup>	6 months	74% of Technician rate
2 <sup>nd</sup>	6 months	74% of Technician rate
3 <sup>rd</sup>	6 months	75% of Technician rate
4 <sup>th</sup>	6 months	76% of Technician rate
5 <sup>th</sup>	6 months	78% of Technician rate
6 <sup>th</sup>	6 months	80% of Technician rate
7 <sup>th</sup>	6 months	85% of Technician rate
8 <sup>th</sup>	6 months	90% of Technician rate
9 <sup>th</sup>	6 months	90% of Technician rate
10 <sup>th</sup>	6 months	92.5% of Technician rate

#### **27.08 Trades Classifications**

The program will consist of Trades training which will lead to a trade qualification.

#### **27.09 Apprenticeship Program (NEW)**

##### **Voluntary Withdrawal from the Apprenticeship Program**

**Should an employee voluntarily withdraw from the apprenticeship program for which the Company has paid tuition and other course related expenses, without a reasonable explanation acceptable to the Company, the employee will be required to reimburse the total cost of tuition and expenses related to the program.**

**ARTICLE 28.00**  
**EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

**28.01**

The Company and the Union agree to maintain an Employee and Family Assistance Program (EFAP) for the purpose of facilitating counselling and treatment for employees who may be experiencing personal problems or whose performance may be affected by alcohol or drugs.

**28.02**

It is agreed that although the administration of the program will be undertaken by a joint committee of the Union and Management, the funding and costs of the program will be financed by the Company.

**28.03**

The Committee is to be made up of two (2) members each from the Company and the Union. Such Committee shall meet periodically to review and discuss the following:

- procedures to ensure confidentiality for participants
- the scope of services to be provided by the EFAP
- the monitoring of services provided by the EFAP organization
- recommendations to the Union and the Company with respect to the EFAP

**28.04**

The Joint Committee will also ensure that information regarding the EFAP is available to employees regularly without jeopardizing employee privacy.

**ARTICLE 29.00**  
**REHABILITATION FOR DISABLED EMPLOYEES IN RECEIPT OF WEEKLY INDEMNITY AND**  
**LONGTERM DISABILITY BENEFITS**

**Duty to Accommodate**

In circumstances where a member of the CUPE bargaining unit may be unable to perform the core duties of **their** position due to a temporary or permanent disability, the **Company** and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider whether and how the employee's disability can best be accommodated without causing undue hardship to the Company or the Union. The affected employee shall participate and cooperate fully in this process.

When the Company has made reasonable efforts to accommodate the employee to the point of undue hardship and the employee has been absent for more than thirty-six (36) months due to illness or injury and there is no reasonable prospect of recovery or return to work, the **Company** may terminate the employee.

Under certain circumstances, it may be beneficial for an employee who is recovering from a disability to participate in an Early Intervention Rehabilitation Program. Such a program may consist of a Graduated Return to Work over a specified period of time, or Transitional Work (either the temporary modification to the employee's regular job or temporary placement in an alternate position). In creating a rehabilitation program, the Company will take into consideration the following:

- The nature and expected duration of the employee's disability;
- The level of activity the employee is capable of performing;
- The employee's education, training and experience;
- The core duties required in the employee's normal classification;
- The availability of other positions and/or work in the Company which the employee might reasonably be capable of performing.

Should a Graduated Return to Work or Transitional Work not create undue hardship, a rehabilitation program will be initiated within a reasonable time.

The program will be developed with the co-operation of the insurance carrier, the employee, the employee's physician, the occupational health nurse and/or the Company doctor. The Union will be consulted on these arrangements, or consulted if a variance in the terms of the Collective Agreement is necessary.

An employee in receipt of Weekly Indemnity benefits who returns to their regular position on a graduated basis shall receive their regular hourly rate for those hours in which they are able to work. In addition, the employee shall receive eighty percent (80%) of regular pay for those regular scheduled hours in which they were unable to work due to the medical disability.

An employee in receipt of Weekly Indemnity benefits who is placed temporarily in another position shall receive the regular hourly rate of the position into which they have been placed for those hours in which they are able to work. However, in no case shall they receive less than eighty percent (80%) of the rate of their regular position. In addition they shall receive eighty percent (80%) of regular pay for those regular scheduled hours in which they are unable to work due to the medical disability.

Employees in receipt of Long-Term Disability who participate in an approved rehabilitation program shall be governed by the provisions of the Long-term Disability plan with respect to the integration of wages and benefits.

**APPENDIX A**  
**Non-Administrative Job Titles and Wage Rates**

<b>Job Code</b>	<b>Job Title</b>	<b>09/2023</b>
BU031	Certified Partsperson*	47.99
BU073	Certified Storesperson*	45.81
BU023	Control Operator upon hire (80%)	44.84
BU024	Control Operator (85%) completion of 130 hrs Communications Training & 200 hrs Practical Time	47.64
BU025	Control Operator (90%) completion of Communications/80 hrs SCADA Training & 200 hrs Practical Time	50.44
BU026	Control Operator (95 %) completion of Communications/SCADA/350 hrs ATC Training & 500 hours Practical ATC Time	53.25
BU027	Control Operator* completion of Communications/SCADA/ATC Training & Practical Time and receiving full S.E.S. certification as a Control Operator	56.04
BU034	Control Operator*	56.04
BU082	Customer Service Attendant	31.76
BU016	Electronic Technician*	55.19
BU014	Guideway Labourer	36.31
BU004	Elevator/Escalator Serviceperson*	43.67
BU015	Elevator/Escalator Technician*	62.35
BU028	Elevator/Escalator Technician 1&2 6mths 74%	46.14
BU087	Elevator/Escalator Technician 3rd 6mth 75%	46.77
BU088	Elevator/Escalator Technician 4th 6mth 76%	47.39
BU089	Elevator/Escalator Technician 5th 6mth 78%	48.64
BU090	Elevator/Escalator Technician 6th 6mth 80%	49.88
BU091	Elevator/Escalator Technician 7th 6mth 85%	53.00
BU092	Elevator/Escalator Technician 8th 6mth 90%	56.12
BU107	Elevator/Escalator Technician 10th 6mth 92.5%*	57.68
BU083	Elevator/Escalator Labourer	36.31
BU006	Guideway Serviceperson*	43.67
BU001	Guideway Technician*	55.20
BU119	Guideway Technician-Training - New Hire - 87.5%	48.30
BU120	Guideway Technician-Training - completion of Mod 1-90%	49.68
BU121	Guideway Technician-Training - completion of Mod 2-92.5%	51.06
BU122	Guideway Technician-Training - completion of Mod 3-95%	52.44
BU124	Guideway Technician-Training - completion of Mod 4 - 97.5%	53.82
BU124	Guideway Technician-Training - completion of Mod 5 - 100%	55.20
BU048	Machinist*	53.49
BU133	Maintenance Planning Specialist*	52.13
BU096	Maintenance Scheduler*	52.13
BU131	Maintenance Technologist*	59.41
BU118	NRV Technician*	51.46
BU076	Parts Driver	30.96
BU007	Plant Serviceperson*	43.67
BU033	Plant Technician*	55.19
BU005	Power Serviceperson*	43.67
BU017	Power Technician*	55.72
BU129	QC Methods Technologist	49.19
BU130	QC Technologist	49.19
BU060	Ride Quality Monitor*	43.67
BU072	Senior Storesperson*	52.44
BU063	SkyTrain Attendant	39.68
BU003	Support Equipment Technician (Guideway)*	55.19
BU012	Support Equipment Technician (Plant)*	55.19
BU009	Support Shop Serviceperson*	43.67
BU018	Support Shop Tech - Electrical*	57.95

<b>Job Code</b>	<b>Job Title</b>	<b>09/2023</b>
BU086	Support Shop Technician - Electronic*	57.95
BU019	Support Shop Technician - Mechanical*	57.95
BU108	Systems Technologist	57.24
BU094	Technical Writer*	47.62
BU059	Test Technologist - Electrical*	59.41
BU058	Test Technologist - Mechanical*	59.41
BU061	Test Technologist -Special Projects*	59.41
BU081	Vehicle Body Repair Technician*	53.49
BU126	Vehicle Labourer	36.31
BU008	Vehicle Serviceperson*	43.67
BU020	Vehicle Technician*	57.95
BU084	Welder *	50.94
BU085	Welder Technician*	50.94

**Administrative Job Titles and Wage Rates**

<b>Job Code</b>	<b>Job Title</b>	<b>09/2023</b>
<b>BU075</b>	<b>Asset Control Specialist</b>	<b>38.36</b>
BU035	Accounts Payable Clerk	35.30
BU110	Asset Data Analyst-GIS	41.63
BU104	Asset Data Associate	38.36
BU099	Asset Integration Clerk	35.30
BU074	Buyer	45.23
<b>BU115</b>	<b>Capital Scheduler</b>	<b>50.16</b>
<b>BU079</b>	<b>Casual Floater</b>	<b>29.98</b>
<b>BU132</b>	<b>Contracts Coordinator</b>	<b>41.63</b>
BU022	Control Centre Instructor	61.04
BU105	Curriculum Developer	49.36
BU037	Customer Experience Clerk	35.30
BU053	Data Entry Clerk/Word Processor Operator	29.98
BU064	Draftsperson	41.63
BU116	Environmental Officer	41.63
BU042	Field Operations Clerk	35.30
BU051	Finance Clerk	32.48
BU117	Instructional Designer	49.36
<b>BU095</b>	<b>Instructor</b>	<b>49.36</b>
BU128	Internal Communications Officer	45.23
BU112	Inventory Control Officer	41.63
BU109	LMS Administrator	49.36
BU111	Maintenance Assistant	35.30
BU127	Maintenance Tech Support Admin	38.36
BU038	Materials Clerk	35.30
<b>BU098</b>	<b>Monitor, Asset Integration</b>	<b>40.07</b>
BU039	Operations Clerk	35.30
BU036	Payroll /Accounting Clerk	35.30
BU050	Payroll Clerk	38.36
BU113	Performance Reporting Coord	38.36
<b>BU134</b>	<b>Permit Coordinator</b>	<b>45.23</b>
BU125	Project Billing Clerk	35.30
<b>BU135</b>	<b>Purchasing Coordinator</b>	<b>35.30</b>
BU097	Rail Operations Clerk	35.30
<b>BU055</b>	<b>Receptionist</b>	<b>29.98</b>
BU114	Safety Coordinator	38.36
BU049	Scheduling Assistant	38.36
BU043	Secretary/Operations	35.30
BU044	Secretary/Safety and Training	35.30
<b>BU052</b>	<b>Secretary/Tech Support</b>	<b>35.30</b>
<b>BU045</b>	<b>Secretary/Wayside</b>	<b>35.30</b>
BU077	Senior Buyer	49.36
<b>BU046</b>	<b>Shop Clerk - Wayside</b>	<b>38.36</b>
BU071	SkyTrain Operations Instructor	49.36
BU103	Student Asset Data Associate	32.48
BU041	Support Shop Clerk	35.30
BU047	Technical Documentation Clerk	38.36
BU056	Technical Support Clerk	35.30
BU106	Training Assistant	38.36
<b>BU040</b>	<b>Vehicle Maintenance Clerk</b>	<b>35.30</b>
<b>BU101</b>	<b>VSF Maintenance Clerk</b>	<b>35.30</b>

**APPENDIX B (NEW)**  
**JOINT STANDING/LIAISON COMMITTEES**

**Joint Standing Committees**

Joint Standing Committees shall be instituted and continued on a variety of matters.

All references to "days" means "working days"; references to "years" means "calendar years".

This is and will remain a degendered document.

Each Employer/Union Joint Committee shall develop mutually agreed upon Terms of Reference. The Terms of Reference will define the roles and functions of the Committee and shall be reviewed annually. Any revisions or amendments to the Terms of Reference must be mutually agreed upon.

The Employer and the Union agree to the following joint committees:

**Liaison Committee Meetings**

**(1) Purpose and Scope**

- (a) Liaison Committee Meetings shall be held at mutually convenient times and locations for discussions of matters of mutual interest.

**(2) Membership and Organization**

- (a) The Committee shall be comprised of senior representatives appointed by each Party
- (b) The Parties shall endeavour to hold such meetings at four (4) month intervals.

**Uniform Committee**

**(1) Purpose and Scope**

- (a) The role of the Joint Uniform Committee is to provide SkyTrain Attendants with the most practical and professional uniform possible.
- (b) The Company will consider all recommendations made by the Committee where practical, within budgetary constraints and, in accordance with established uniform policies.
- (c) Additionally, the Committee may make recommendations for revising uniform policies as appropriate.
- (d) In the event the Company decides to change the overall uniform design, the Committee will participate in reviewing design concepts, encouraging input from all SkyTrain Attendants on the design concepts, assisting with sampling and sizing of new uniforms, providing feedback from SkyTrain Attendants at Committee meetings and, assisting in sourcing new products or supplier(s).
- (e) For consistency, should a complete re-design of the uniform be undertaken, Company and Union representation on the Committee should not be changed until the design phase of the process has been completed.

**(2) Membership and Organization**

The Committee shall be comprised of:

- (a) A Duty Manager, Field Operations or his/her representative, a Field Supervisor
- (b) A minimum of four (4) SkyTrain Attendants
- (c) The Materials Clerk as required.
- (d) The Committee will meet twice per year, or as mutually agreed, to discuss significant uniform deficiencies and make recommendations for improvements to the current uniform issue to the Company.
- (e) Additional meetings may be scheduled if required.

**Respectful Workplace Committee**

**(1) Purpose and Scope**

The role of the Committee shall be to:

- (a) Recommend amendments and/or modifications to established procedures to deal with complaints and ensure confidentiality for participants.

- (b) Recommend amendments and/or modifications to training & development and education & awareness strategies for all employees where deemed necessary.
- (c) Develop and recommend an ongoing communications strategy that informs employees of the Program.
- (d) Monitor the Program in order to assure the quality of services provided and make recommendations, as deemed appropriate.

**(2) Membership and Organization**

- (a) The Committee is to be made up of two (2) members each from the Company and the Union.
- (b) The Committee will meet as required.

**Environmental Engagement Committee**

**(1) Purpose and Scope**

- (a) The role of the Environmental Engagement Committee is to review current Company policies and practices and make recommendations to the Company for environmental initiatives that relate to BCRTC and its operations in alignment with the Parties' values per Preamble 11.
- (b) The Committee will forward its recommendations and findings to the Management representative(s) outlined in the Terms of Reference.

**(2) Membership and Organization**

- (a) The Committee shall be comprised of an equal number of Union and Management members with minimum of two (2) employee representatives and two (2) management representatives. The details of the Committee's membership will be outlined in the Terms of Reference.
- (b) Meetings of the Committee will be held quarterly. Additional meetings must be approved by the Manager, Environment & Emergency Management.
- (c) The Manager, Environment & Emergency Management may be called upon as a resource and/or act as a facilitator for the Committee.

**Apprenticeship Committee**

**(1) Purpose and Scope**

- (a) The Committee will recommend examination criteria, as well as age and educational requirements for apprenticeship candidates.
- (b) The Committee is also responsible for recommending training, and monitoring the progress of the apprenticeship program at BCRTC subject to final approval of the Parties to the Agreement and the provisions of the 139 Apprenticeship Act of British Columbia.
- (c) The parties to this committee are fully apprised that this program and its contents are ultimately governed by the Apprenticeship Act of British Columbia as administered by the applicable Government Ministry.

**(2) Membership and Organization**

- (a) The Committee will be comprised of two (2) Union representatives and two Management representatives.
- (b) The Company shall further appoint one member to serve as a "Coordinator". The "Coordinator" will be the Safety, Security, Training and Development Manager or a Labour Relations representative. This member will only "vote" on issues when agreement cannot be met by the other four members.
- (c) The Committee shall meet on a regular basis to review the aforementioned topics and discuss the progress of the apprentices.
- (d) Union members attending committee meetings outside of their scheduled working hours will be paid straight time rates

**Employee and Family Assistance Program Committee**

**(1) Purpose and Scope**

The role of the committee is to review and discuss:

- (a) procedures to ensure confidentiality for participants
- (b) the scope of services to be provided by the EFAP

- (c) the monitoring of services provided by the EFAP organization
- (d) recommendations to the Union and the Company with respect to the EFAP.
- (e) ensure that information regarding the EFAP is available to employees regularly without jeopardizing employee privacy.

**(2) Membership and Organization**

- (a) The Committee is to be made up of two (2) members each from the Company and the Union.
- (b) Committee shall meet a minimum of once per year, or as required.

**Joint Occupational Health and Safety Committee**

**(1) Purpose and Scope**

The JOHSC shall have the following functions:

- (a) Carry out periodic safety inspections of the workplace. The inspection team shall consist of the appropriate committee representatives and supervisors from each area.
- (b) Make recommendations to the appropriate Vice President to correct hazardous conditions. The Vice President shall review all recommendations and ensure that recommendations approved by the Vice President are implemented on a timely basis.
- (c) Review and track the recommended action from safety investigations and safety concerns.
- (d) Review safety concerns which have been referred to the Committee following a departmental response which is unsatisfactory to the employee.
- (e) Participate in the investigation of accidents involving employee personal injury and present the facts to the Company. The investigation team shall be comprised of the appropriate safety representatives and supervisors, and if required, a representative from the Safety Department.
- (f) Meet on a monthly basis, and record and post the meeting minutes.
- (g) Promote compliance with the Article and applicable legislation.
- (h) In the event a JOHSC meeting is held outside of a Safety Representative's normal working hours, such time will be paid to the Safety Representative as time worked at applicable rates. In the event a joint safety review is held outside of a Safety Representative's normal working hours, a designated alternate who is working at that time will be requested to attend instead. Where this is not possible, and the Safety Representative must attend outside of normal working hours, such time will be paid to the Safety Representative as time worked at applicable rates. The terms of Article 11.01(f) and LOU 5 will not apply as a result of any overtime paid under this provision.
- (i) As per WCB Act, Members of the JOHSC are entitled to paid time to prepare for JOHSC meetings and paid time to fulfil the other functions and duties of the Committee. This must be approved by the Company which will endeavour to provide that time during the committee Member's regular work schedule. If Members conduct functions and duties on behalf of the JOHSC outside of their regular work schedule, applicable rates will apply.
- (j) As per WCB Act, Members of the JOHSC are entitled to 8 hours of educational leave subject to approval by the JOHSC or the Company without loss of pay or other benefits. A Member of the JOHSC may designate an alternate Member as being entitled to take all or part of the Member's educational leave. If the member attends training outside of their regular work schedule, applicable rates will apply.
- (k) Safety Tool Box or Safety Meetings shall be implemented and held monthly for the following groups: Vehicle Maintenance, Electronics System Maintenance, Power System Maintenance, Plant Maintenance, Guideway Maintenance, Field Operations, Control Operations, Administration.
- (l) Minutes of these meetings shall be kept and copies forwarded to the Safety Manager. Issues not resolved by the Supervisor shall be referred to the JOHSC for review and recommendations.
- (m) It is understood that the Union will support Company actions in implementing any of the JOHSC recommendations. The Union will make every effort to ensure that the safety rules and procedures are complied with and enforced.

**(2) Membership and Organization**

The BCRTC JOHSC shall be composed of an equal number of Union and Management members with the responsibility to recommend actions which will improve the effectiveness of the health and safety

program, and shall promote compliance with applicable safety regulations and policies.

Committee membership shall be as follows:

- (a) Ten (10) representatives from Management.
- (b) Thirteen (13) representatives plus thirteen (13) alternates elected annually by the respective employees from each of the following areas: Vehicles (1), Power/Electronics (1), Elevator/Plant (1), Field (4), Control (1), Administration (1), AIO (1), Vehicle Refurbishment (1), Support Shops (1) and Guideway (1). A maximum of Ten (10) employee representatives will attend the JOHSC meetings.
- (c) A Chair and a Co-Chair elected annually by the committee from the committee members. Where the Chair is a Management representative, the Co-Chair must be a Union representative and visa-versa. The Chair and Co-Chair positions will be alternated between the Union and Management each year.
- (d) A representative from the Safety Department shall serve as an advisor and liaison member to the Committee.

### **Violence In the Workplace Committee**

#### **(1) Purpose and Scope**

- (a) The role of the Committee is to ensure-compliance to the WorkSafe BC regulations pertaining to violence in the workplace.
- (b) The Committee will review incidents which have occurred, involving assaults or violence towards employees.
- (c) The VIW Joint Committee will be a sub-committee of the JOHSC and will provide reports to JOHSC as required.

#### **(2) Membership and Organization**

The committee shall be comprised of:

- (a) Union
  - Field Ops Unit Representative Co-Chair
  - Maintenance Unit Representative
  - Safety Field Representative, plus one (1) alternate
  - Safety Maintenance Representative, plus one (1) alternate
- (b) Management
  - Management from Field Operations (or designate)
  - Security Co -Chair
  - Safety Advisor
  - Manager, Safety and Security (or designate)
- (c) Guests (non-voting)
  - Transit Police
  - Safety Admin Support – minute taker
  - Other Guests as agreed to by Committee Members
- (d) The committee shall meet every two (2) months and may invite others to make presentations or provide information as required.
- (e) Quorum will be met when two (2) representatives from the employees/union and management side are present, consisting of a meeting of four (4).

### **Training and Recruitment Committee**

#### **(1) Purpose and Scope**

The role of the Committee is to:

- (a) Review current hiring and training practises.
- (b) Provide recommendations and feedback to the Company regarding hiring, training, consistent practices, increased training, and retention.
- (c) The Union may attend interviews as mutually agreed.

(d) Track equalization of trainer hours and scheduling issues.

**(2) Membership and Organization**

The Committee shall be apprised of:

(a) Two (2) representatives of the Union and two (2) representatives of the Company.

(b) The Committee may liaise with the Apprenticeship Committee and may invite others to make presentations or provide information as required.

(c) The Committee shall meet quarterly, or as mutually agreed.

**Joint Committee on Work Rest Rules Legislation**

No later than January 1, 2024, the Parties agree to strike a Joint Committee on implementation of Work/Rest Rules legislation.

**(1) Purpose and Scope**

The role of the Committee shall be to:

(a) Review and discuss changes to the Railway Safety Act and its impacts to BCRTC staffing and scheduling in the impacted departments.

**(2) Membership and Organization**

Membership and composition to be determined and mutually agreed upon.

**LETTER OF UNDERSTANDING #3**  
**Entitlement to Statutory Holidays and Days in Lieu**

The Parties agree to the following application of Article 14.04.

**Scenario One**

Where a statutory holiday falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on both the scheduled work day preceding and the scheduled work day following the statutory holiday, the employee is not entitled to a lieu day.

**Scenario Two**

Where a statutory holiday falls on an employee's scheduled day off and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on both the scheduled work day preceding and the scheduled work day following the statutory holiday, the employee is not entitled to a lieu day.

**Scenario Three**

Where a statutory holiday falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the actual statutory holiday, but works his/her next scheduled work day following the statutory holiday, the employee is not entitled to a lieu day.

**Scenario Four**

Where a statutory holiday falls on an employee's scheduled day off and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the scheduled work day preceding the statutory holiday, but works his/her next scheduled work day following the statutory holiday, the employee earns a day in lieu.

**Scenario Five**

Where a statutory holiday falls on an employee's scheduled work day and the employees is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the scheduled work day preceding the statutory holiday, but works the actual statutory holiday or his/her next scheduled work day following the statutory holiday, the employee either observes the statutory holiday with pay or earns a day in lieu.

**Scenario Six**

Where a statutory holidays falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the scheduled work day following the statutory holiday, but works the actual statutory holiday or observes the statutory holiday, the employee either earns a day in lieu or observes the statutory holiday with pay.

**Scenario Seven**

Where a statutory holiday falls on an employee's scheduled day off and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the scheduled work day following the statutory holiday, but works his/her scheduled work day preceding the statutory holiday, the employee earns a day in lieu.

**Scenario Eight**

Where a statutory holiday falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or WorkSafeBC benefits on the actual statutory holiday, but works his/her scheduled work day preceding the statutory holiday, the employee is not entitled to a lieu day.

**LETTER OF UNDERSTANDING #7**  
**Staffing Levels/Part-Time Employees**

The Company and the Union share the objective of ensuring that staff numbers in Field Operations are maintained at an appropriate level to provide the required service and to ensure the safety of the public and employees.

The Company and the Union Executive will meet on a semi-annual basis to discuss staffing levels, including the ratio of part-timers to full-timers. In such meetings, the Company agrees to give reasonable consideration to suggestions the Union may make respecting the staffing level to be established in particular locations and the ratio of part-timers to full-timers.

Once per year, as part of the Company's shift development process, the Company will meet with the Union and provide the Union with an overview of the staffing levels being proposed for the forthcoming year, and will give consideration to suggestions the Union may make.

**LETTER OF UNDERSTANDING #17**  
**Leadhand Duties**

When required by the Company, employees shall be offered the duties of Leadhand. The general duties shall be as follows:

1. The employee shall perform the duties of their normal classification.
2. The Leadhand shall provide on-the-job training to other employees when assigned.
3. The Leadhand shall provide technical assistance to other employees when assigned.
4. The Leadhand shall provide direction to the work crew when assigned.
5. The Leadhand shall assign work in the absence of the Supervisor when so assigned by the Supervisor.
6. The employee will give a handover at the end of the assignment when requested by a Supervisor.
7. **The employee shall be paid a premium of two dollars and twenty-five cents (\$2.25) per hour or 7.5% of their current hourly wage rate. Whichever is greater will apply, for all hours worked as a Leadhand.**

## LETTER OF UNDERSTANDING #20

### Job Sharing

The Parties acknowledge the merits of offering flexibility in the way in which work is scheduled. Furthermore, it is recognized that most departments have adopted various options, such as a compressed and varied work week, and/or part-time employment. In order to offer a similar opportunity to a group of employees who do not have such options, the Parties have agreed to implement a Job Sharing Program.

#### 1. **Definition**

Job Sharing is defined as dividing all the functions of one regular full-time position between two employees, each of whom works part-time in a manner that provides full-time coverage for the position. The combined performance of the two incumbents will be such that all the tasks, responsibilities, and hours of the full-time position description will be met. The Parties agree that it is not the intent of the Job Sharing Program to purposely cause the elimination of positions.

#### 2. **Application**

Employees who wish to establish a Job Sharing arrangement must submit a written proposal to the Union. The Union shall then forward to the Company any proposals which they deem appropriate. Such proposals will outline the feasibility and the operating details necessary to implement; such as commencement day, days and hours worked, absence coverage, **the job owner for the purposes of PSPP**, and sharing of responsibilities:

- (a) The request for Job Sharing must come from two (2) qualified individuals; at least one of which must currently occupy the classification which is to be shared. The applicants will acknowledge that they will share one position only and that the other vacated position may be posted as a regular status vacancy. Both applicants must be ready, willing and able to share the position without requirements of any additional training or trial period to meet the full job requirements.
- (b) Both employees still retain the right to bid, through the normal bidding procedures, on any position that they are qualified for.
- (c) Either employee may terminate the arrangement, at any time, with the understanding that they are also terminating their employment (unless it is to accept another position awarded through the normal bidding process). The remaining employee will then have the choice of finding another qualified employee to share, or reverting to full-time (see "4. Termination" below).
- (d) If the remaining incumbent is able to find another qualified employee to share, who is acceptable to the Company, all of the above will apply.

The Company shall retain the right to approve Job Sharing arrangements on their individual merit and to determine the details of such arrangements. Job Sharing arrangements will not be unreasonably denied. The Company may terminate such arrangement at any time with appropriate notice.

#### 3. **Working Conditions**

Two (2) employees will share one (1) full-time position so that their combined hours of work shall equate to forty (40) hours per week. Daily hours of work will be as per the Collective Agreement. Each employee will normally work forty (40) hours per pay period. Job Sharing arrangements are limited to split days, weeks, single pay period, or two pay periods.

Incumbents will be eligible to participate in Benefit Plans in accordance with Articles 15, 21 and 26. Vacation and Statutory Holidays will be based upon each incumbent's seniority and length of service with the Company prorated to the amount of hours worked.

Upon signing of the Job Sharing Agreement and prior to implementation, the Job Sharing partners shall:

- (a) Designate which partner will be working on each scheduled working day for the entire period of the sign-up.
- (b) Balance the total hours worked per pay period, or two pay periods, equally between both Parties.
- (c) Submit the scheduled working days of each partner for the sign-up period to the Manager or appropriate person within the department.

Any overtime worked will be accordance with the provisions of **Article 11.07**

Furthermore, Job Sharing participants may accept additional employment outside the Company provided that, in the opinion of the Company, this does not conflict with their position or interfere with the schedule, duties or responsibilities of the employee in the job sharing arrangement with the Company.

4. **Termination**

In the event that Job Sharing of a full-time regular position is terminated by the Company, the most senior of the incumbents originally from the classification of the shared position shall have vested rights to the position. The provisions of Article 8 will apply to the displaced Job Sharing partner.

In the event either Job Sharing partner terminates the arrangement (provisions of 2(c) above apply), the remaining partner shall have the option of finding a partner suitable to the Company within two (2) weeks or reverting to full-time status.

**LETTER OF UNDERSTANDING #21**  
**Tool Kit Allowances**

The Company policy and procedure dealing with employee-assigned tool kits is outlined in Company Policy dated December 1, 1987. The Policy states that the Company will provide tool kits to all permanent fulltime Technicians, Tradespersons and Servicepersons in accordance with their trades and departments.

Temporary full-time Technicians, Tradespersons and Servicepersons will be responsible for supplying their own tools.

Temporary Technicians, Tradespersons and Servicepersons will be provided with \$0.70 cents per hour tool allowance.

If additional positions are added to the temporary list, the Company agrees to meet the Union to establish a Tool Allowance for that position.

**LETTER OF UNDERSTANDING #24**  
**Casual Employees**

With respect to the use of Casual employees, the Parties have agreed to the following provisions on a trial basis during the term of this Collective Agreement, notwithstanding the other provisions of Article 1.13:

1. The Company may hire Casual employees to work in administrative capacities for periods of up to, but not exceeding, eight (8) consecutive weeks.
2. At the request of either Party, a meeting will be convened to discuss any matter related to the use of Casuals and/or the operation of this Letter.

**LETTER OF UNDERSTANDING #38**  
**Variation of Article 10 for Scheduling Assistants**

The Parties acknowledge the objective of maintaining Field Operations Staff levels at an appropriate level is to provide the required service and to ensure the safety of the public and employees. The Field Operations Scheduling Assistants role is to maintain those numbers via Overtime/Extra Hours call-outs.

The Parties acknowledge that discussions on the issue of workload for the Field Operations Scheduling Assistants have taken place since August 2005.

As a result of these discussions, the 2006 Collective Agreement included **Article 11** that proposed a Joint Committee be formed for the purpose of implementing an Automated System for conducting Overtime/Extra Hours call-outs. The committee was unable to identify pre-existing solutions for the Automated System; however this remains the Parties' ongoing goal. This was part of the recommendation to address the workload issue for the Scheduling Assistants.

In addition to this, the Company has created a Relief Scheduling Assistant position to provide vacation/illness relief.

The Parties acknowledge the merits of offering flexibility in the way in which work is scheduled. The eight hour day presently implemented does not adequately allow scheduling staff the time to complete their tasks. The Scheduling Assistants have identified a compressed work week schedule that would provide the Company with enhanced coverage and would address some of the issues that has proven to be challenging over the last number of years.

The modified shift would supply seven day coverage and would consist of ten (10) hour days. The three Scheduling Assistants would each work four (4) ten (10) hour days and their days of work would be staggered over the seven day week.

The Parties agree that there will be no Afternoon or Night Shifts implemented.

The statutory holidays will be observed or banked as mandated by Company Operational Requirements and Article 14 of the Collective Agreement.

This ten (10) hour schedule may be terminated by either the Company or the Union by giving the other Party thirty (30) days' written notice of such intention. Should the ten (10) hour schedule be terminated, all employees will revert to previous eight (8) hour schedule.

**LETTER OF UNDERSTANDING #40**  
**Standardized Work Practices Plant Technician and Plant Support Equipment Technician**

The introduction of standardized work practices will improve productivity, work quality, reduction of out of service time and lower costs while ensuring that the work is completed in a safe manner. Efficiency that results from standardized work practices will benefit the Company and broaden the skills of the employees.

In exchange for standardized practices, incumbents in the above job classifications will receive sixty-two cents (\$0.62) per hour wage adjustment effective September 1, 2010. This is in recognition for their agreement to participate in the development of effective training modules. It is understood that incumbents will participate in available training modules and, in recognition of this increased job flexibility; on August 31, 2011 the incumbents will receive a further wage adjustment to equal that of the Technician rate (i.e. Vehicle Technician rate).

The Company and the Union will meet within ninety (90) days of ratification to discuss module based training that will enhance and build consistency in the existing skills of the incumbents in these job classifications. The Company will design and introduce the new training to facilitate the evolution and implementation of standardized work practices. Incumbents will be used as subject matter experts to assist the Department in the development and validation of the training. Where required, the Training Department and external expertise will be used as a further resource. It is required that incumbents will apply standard work practices in the workplace.

Future vacancies in these job classifications will be filled with a Tradesperson who possesses a Trades Qualification. New hires will be paid in accordance with Article 7.02 and during this period will receive training. Employees will be required to use new skills as the result of the training.

**LETTER OF UNDERSTANDING #44**  
**Holding Pool**

The parties agree to the following provisions on a trial basis during the term of this Collective Agreement. Some positions, where agreed upon by the Company and the Union, will be filled from a holding list of employees with pre-existing qualifications who have submitted an expression of interest and provided performance is satisfactory. All jobs will be posted to allow newly qualified and/or interested applicants to apply. The Union retains the right to grieve entrance into holding pool and the job selection and will be given updated lists of those in each holding pool as well as their seniority. Employees in a holding pool can refuse a vacant position. Employees can go into more than one pool at a time based on their eligibility.

**LETTER OF UNDERSTANDING #53 (NEW)**  
**Benefits for Retired Employees**

For the purpose of making the Public Service Pension Plan (PSPP) Benefit Plan the first-payer for extended health and dental benefits, the Parties agree to the following order:

1. Effective December 31,2020 extended health and dental benefits for eligible retired employees shall be claimed in the following order:
  - The PSPP Benefit Plans; then
  - The Company's Benefit Plan.

"Eligible retired employee" is determined in accordance with Articles 21.06 and 21.07.

2. The above provision shall be implemented based on the following:
  - (a) There will be no cost to eligible retired employees to receive the PSPP Benefit Plans as a result of this LOU. The Company will reimburse the premiums of the PSPP Benefit Plans on an annual basis to eligible retired employees.
  - (b) The Company's Benefit Plan coverage for eligible retired employees will mirror the Company's Benefit Plan coverage for active employees unless stated otherwise in Article 21. This is subject to any limitations imposed by the insurer.
  - (c) Eligible retired employees who retired after December 31,2020 must enroll themselves, their spouse, and dependents(s) in the PSPP Benefit Plans at the time of making an application for pension and remain enrolled.
  - (d) Employees who retired before December 31,2020 are not eligible for the provisions of this LOU except as outlined in paragraph (e) below.
  - (e) Notwithstanding paragraph (d) of this LOU, employees who retired between December 22, 2019 and December 31,2020 may elect to participate in the provisions set out in this LOU and must do so not later than six (6) months from December 31,2020.
  - (f) Employees who opted out of the PSPP per Article 26.01(b) are not eligible for the provisions of this LOU.
  - (g) Retired employees that are eligible to receive the Company's Benefit Plan will not lose that eligibility as a result of this LOU.
  - (h) Should the PSPP Benefit Plan(s) be eliminated, eligible retired employees will continue to receive the coverage of the Company's Benefit Plan unless stated otherwise in Article 21.
  - (i) An agreed Arbitrator will remain seized of any issues arising out of this LOU.

**LETTER OF UNDERSTANDING #54 (NEW)**  
**Advancing Reconciliation of Indigenous Employees**

The Company's operations are on the traditional and unceded territories of the Musqueam, Squamish, Tsleil-Waututh, Tsawwassen, Semiahmoo, Qayqayt, Matsqui, Kwikwetlem, Kwantlen, and Katzie Peoples. We honour Indigenous Peoples for their distinct cultures and traditions, continued resilience, and sustainable stewardship for generations to come.

**Definitions:** Indigenous Peoples of Canada are defined as First Nations (including status and non-status, treaty and non-treaty), Métis or Inuit Peoples.

The Parties agree to uphold the United Nations Declaration on the Rights of Indigenous Peoples, which has been passed into law in British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

The Parties commit to advancing reconciliation by working together to increase the recruitment, retention, and advancement of Indigenous employees, and to identify and reduce barriers in the Collective Agreement caused by the ongoing harms of colonialism and racism faced by Indigenous Peoples by:

- Creating additional roles for Indigenous employees on committees.
- Implementing Indigenous cultural competency and Indigenous-specific anti-racism training for employees. This will include enhanced orientation sessions for new employees to ensure a better understanding of respectful work practices to achieve a discrimination-free environment.
- Creating a Joint Employment Equity Committee to identify and remove barriers for Indigenous recruitment, retention, and advancement, such as: an additional review for screening of Indigenous candidates, building partnerships with training schools, pre-training programs, apprenticeship programs, review of requirements for seniority, and priority of Indigenous employees.
- Providing Indigenous employees support to create Personal Development Plans and increased funding for educational and training programs for a clear pathway to promotion.
- Providing Indigenous employees wishing to take part in traditional Indigenous ceremonies and practices up to five (5) unpaid working days leave per calendar year, provided that such leave is authorized by the Company in advance.
- Granting Indigenous employees one (1) unpaid day off to observe National Indigenous Peoples Day.
- At the request of an employee, having an Elder or support person of their choosing present when dealing with issues affecting Indigenous employees.
- Granting up to three (3) regularly scheduled days off for bereavement leave for the loss of an Indigenous Elder\*.

**\*Note:** An Indigenous Elder is designated as such by their Indigenous community

It is recognized that the needs of Indigenous employees may change over time and therefore, flexibility and open communication are necessary to achieve shared reconciliation goals and to ensure cultural values, priorities, and perspectives are considered throughout.

**LETTER OF UNDERSTANDING #55 (NEW)**  
**Shift Flexibility to Support Capital Projects**

The Parties agree to the following provisions on a trial basis during the term of this Collective Agreement. These provisions shall apply to the shift slots allocated to support Capital Projects:

1. The Company will provide to the Union both the Capital Project and Operational Full Time Equivalents for each Department, as well as the relevant supporting documents, prior to the Shift Development Procedure of Article 12.10.
2. The number of shift slots allocated for Capital Projects will be identified during the Shift Development Procedure of Article 12.10.
3. In the event that the Company needs to change the days and/or hours of work in order to support a change in Capital demands, the Company shall make request to the Union for amendments to one or more of the slots that have been identified as Capital Project. Such a change can only be made by mutual agreement. The Union will not unreasonably deny such requests.
4. If such a change is required, the Company will endeavor to provide the Employee with as much notice as possible with no less than ten (10) calendar days' notice of the effective date
5. The Employee will respond to the Company no less than eight (8) calendar days prior to the effective date.
6. The intent of this Letter is to encourage the Parties to utilize the expertise of regular employees and as an alternative to contracting out.
7. Transportation will be provided.
8. When employees return to their regular departments, there will be no displacement of personnel.
9. All other provisions of this Collective Agreement remain in force and effect.

**LETTER OF UNDERSTANDING #56 (NEW)**  
**Critical Incident Team**

The Union and the Company are committed to having a supportive role in employees' mental health. The CISM team is a peer-based group that initiates first contact with any employee who responded to a critical incident. Once an employee has joined the CISM team, they are trained in CISM and become a certified peer diffuser.

The Company will continue to support the CISM team with ongoing refresher training every two (2) years for current CISM team members. If there are no CISM team members at the worksite and a CISM member is called to work to attend the incident site to conduct CISM duties, they will be paid a minimum of two (2) hours of their normal straight time rate, plus thirty (30) minutes travel at straight time to attend the scene and an additional thirty (30) minutes to return home.

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