COLLECTIVE AGREEMENT

Between



And



Effective Date: January 1, 2024

Expiry Date: December 31, 2026

British Columbia Transit

(Hereinafter referred to as the "Employer")

And

C.U.P.E., Local 4500

(Hereinafter referred to as the "Union")

On this 4 day of June 2024, make and enter into this Collective Agreement which is effective January 1, 2024 and which expires December 31, 2026.

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TERRITORIAL ACKNOWLEDGMENT

We acknowledge with respect that BC Transit delivers our mission on the ancestral territories of Indigenous Peoples across British Columbia, and their historical relationships with the land continue to this day.

We recognize that our Victoria corporate offices are located on the traditional territory of the lək̓ʷəŋən (Esquimalt and Songhees), W̱SÁNEĆ (BOḰEĆEN, W̱JOŁEŁP, SȾÁUTW̱, W̱SÍḴEM), MÁLEXEŁ, Pacheedaht, Scia'new and T'Sou-ke peoples.

COLLECTIVE AGREEMENT

Between:

BC TRANSIT

(hereinafter called the "Employer'')

And

CUPE LOCAL 4500

(hereinafter called the "Union'')

PREAMBLE

1) The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia.
2) Either Party may, at any time within 4 months immediately preceding the expiry of the agreement, by written notice require the other Party to commence collective bargaining.
3) Letters of Understanding attached to this agreement are included in and form part of the agreement as long as each Letter is effective.

   Where the singular is used in this Agreement, it shall also include the plural. Gender neutral language shall be used throughout this Agreement.
4) Where the words "bargaining unit" or "Union" are used in this Agreement, such reference shall be deemed to mean CUPE Local 4500 members employed by BC Transit and covered by the certificate referred to in Article 1.02 of this Agreement.
5) All references to "days" means calendar days, unless otherwise specified, and references to "years" means calendar years, unless otherwise specified.
6) In the event that the CUPE Local 4500 is succeeded by or becomes affiliated with another Union, this Collective Agreement remains in full force and effect, until its expiry as provided in item 7 of this preamble.
7) Duration – three years, effective January 1, 2024 to December 31, 2026.

1.00 RECOGNITION

1.01 TERMS AND CONDITIONS OF EMPLOYMENT

This Collective Agreement sets out the terms and conditions of employment for Employees including remuneration, hours of work, benefits and general working conditions. Both Parties recognize the benefit of maintaining a harmonious and professional working relationship.

The Parties acknowledge the common goal of providing safe, effective customer-focused transportation solutions that link communities, businesses and lifestyles through the strength of our people and partners, and the improvement of CUPE Local 4500 members' individual effectiveness, productivity and job satisfaction in supporting this mission statement.

1.02 APPLICATION

This Agreement shall apply to and be binding upon all Employees of BC Transit described in the certification issued to the Union on 10 May 1999, and as the same may be amended from time to time. The Parties may mutually agree to exclude certain Employees described in the certification from the membership requirements and Union dues and assessment provisions contained in this agreement.

1.03 RECOGNITION

BC Transit recognizes CUPE Local 4500 as the sole and exclusive bargaining agent for all BC Transit Employees to whom the certification issued by the Labour Relations Board on May 10, 1999 (and as may be amended from time to time by the Board) applies.

BC Transit also recognizes the positions of President, Vice-President, Secretary and Treasurer as officers of the Union. BC Transit also recognizes CUPE LOCAL 4500 directors as authorized representatives of the Union. The Union will notify BC Transit of its officers and representatives in writing when changes occur and at least once per year.

1.04 MANAGEMENT RIGHTS

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

1.05 BARGAINING UNIT WORK

a) Duties normally performed by Employees within the bargaining unit will not be performed by non-bargaining unit Employees except:

   i) as provided for in this Agreement and/or in Letters of Understanding; or

   ii) to overcome immediate short term operational or personnel difficulties when bargaining unit Employees capable of performing the work are not available; or

iii) for training purposes; or

iv) for vacation relief, sick leave replacement, meetings or leaves of absence where Holiday Block or Random Employees do not normally perform such work or are unable to perform such work; or

v) for other circumstances mutually agreed by the Parties. It is understood that such agreement will not be unreasonably withheld; or

vi) where performance of bargaining unit work is a function of the non-bargaining unit Employees' normal duties as set out in their job description or past practice.

b) It is further agreed that the performance of bargaining unit work by non-bargaining unit personnel will not directly result in either the lay-off, termination or downgrading of an existing Employee under CUPE LOCAL 4500 jurisdiction or the elimination of a CUPE LOCAL 4500 position.

c) The Parties agree that the duties outlined in any applicable policies and procedures, as amended from time to time by the Employer, or transit-related instructions issued by the Employer, form part of the required duties of the Employee.

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

1.06 TEMPORARY EMPLOYEES

a) Temporary Employees, are defined in LOU #6 and LOU #7, and may be used to fill temporary vacancies and temporary additions to staff within the scope of the bargaining unit where regular Employees qualified to perform the work are not available.

b) Utilization of temporary Employees shall not result in the displacement of regular Employees, failure to recall regular Employees on lay-off, or a reduction in regular full time bargaining unit positions.

i) Actors as defined in LOU #6, working in CUPE LOCAL 4500 jurisdiction on a temporary basis will continue to participate in their benefit plans for the duration of their appointments and shall be eligible for all provisions of the Collective Agreement except for the following: Seniority, Lay-off and Recall, Vacations, Benefit Plans, Sick Leave, Job Evaluation and Review, Leave of Absence, and Bus Pass.

ii) Auxiliary Employees hired from outside BC Transit shall be governed as per the terms of LOU #7.

c) Temporary Employees will authorize the Employer to deduct the equivalent of CUPE Union dues, and the Employer will remit such dues to the Union.

1.07 ORDERLY SHUTDOWN AS A RESULT OF A LABOUR DISPUTE

The Parties agree that Employees represented by CUPE Local 4500 will assist with an orderly and safe shutdown of transit services as a result of a labour dispute by other bargaining units.

Employees under CUPE Local 4500 jurisdiction will remain at work performing duties as directed, subject to applicable legislation, in order to ensure the safety and security of transit property and vehicles, until all transit vehicles are secured.

Notwithstanding the above, Employees will not be required to work behind or cross picket lines.

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

1.08 EMPLOYER WORK LOCATIONS - TRANSIT CENTRES

For the purposes of this Agreement BC Transit Centre's are: Langford Transit Centre, Victoria Transit Centre, Commerce Circle Transit Centre, Gorge Transit Centre and any other property that the Employer adds as a Transit Centre. Employees will have a base location but may be required to report to any other BC Transit Centre after signing in from their base (signed) location. Exceptions will include training and temporary relocation for emergency purposes. Required travel between centres during the work day will follow BC Transit's Travel Policy.

The Employer will notify the Employee of a change to the Employees base location on a sheet to sheet basis.

1.09 CONTRACTING OUT

In order to provide job security, the Employer will not contract out work normally performed by bargaining unit Employees, except:

a) where there is mutual agreement with the local Union; or

b) in the case of emergency.

The Employer will at no point contract out work if such contracting out will result in any termination or downgrading of an existing Employee.

2.00 NO STRIKE/NO LOCKOUT

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

3.00 GRIEVANCE PROCEDURE

3.01 DEFINITION

a) "Grievance" means any difference or dispute between the persons covered by this Collective Agreement concerning the interpretation, application, operation, or any alleged violation, of the Collective Agreement including the dismissal, discipline or suspension of any Employee or any other dispute including whether the matter is arbitrable.

b) All grievances or disputes shall be settled without stoppage of work and shall be settled in accordance with the procedures set out below.

3.02 UNION OR EMPLOYER GRIEVANCE

a) Should either the Union or the Employer consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Senior Manager, People and Culture or their designate(s) shall initiate such grievance by letter. Within 7 days of receipt of such letter by the other Party, the principals noted above or their designate(s) shall meet and attempt to resolve the grievance.

b) If the Parties fail to resolve the grievance the matter may be submitted to grievance mediation as set out in Article 3.03 d). If the grievance is not submitted to grievance mediation it may be submitted to arbitration as set out in Stage III below.

3.03 EMPLOYEE GRIEVANCE(S)

Preamble

The Parties agree that all complaints and grievances should be settled as quickly as possible in accordance with the procedure set out in this article and in accordance with existing legislation. To that end, Employees are encouraged to discuss any complaints, disputes or misunderstandings with their supervisor as soon as possible in an attempt to resolve the matter. An Employee may have a Job Steward or Union Representative present at any discussion dealing with a complaint or grievance under this procedure. A complaint does not become a grievance until the Employee has first given the immediate supervisor the opportunity to address the complaint.

a) **Complaints**

Should an Employee have a complaint, the Employee will meet with the immediate supervisor in an effort to resolve the complaint. Such a meeting will take place not later than 21 days from the date the Employee became aware of the event causing the complaint.

b) **Stage I**

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

c) **Stage II**

A grievance not settled at stage I may be referred in writing by the Union representative to the Labour Relations Department within 28 days of the receipt of the Employer's reply.

The Labour Relations Department will then arrange a meeting with the appropriate Senior Management personnel and the Union to investigate and attempt to resolve the grievance. The Employer shall give a written reply within 21 days of the date of referral to stage II.

A grievance not settled at stage II may be referred to stage Ill in writing within 28 days of receipt of the Employer's reply.

d) **Grievance Mediation**

Where, after exhausting the first two stages of the grievance procedure, a difference remains between the Parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an Employee (other than discharge), or any other matters mutually agreed to by the Parties, including any question as to whether the matter is arbitrable shall be submitted to arbitration to be adjudicated by a single Arbitrator. The selection of the Arbitrator will be mutually agreed by the parties. If the Parties fail to agree on the arbitrator within 7 days of the notice to arbitrate, either Party may apply pursuant to Section 86 of the Labour Relations Code for the appointment of a single arbitrator.

The Arbitrator shall proceed in the following manner:

i) Investigate the difference.

ii) Define the issue in the difference, and

iii) Make an order in writing, with reasons, for final and binding settlement of the dispute within 20 days of the date of their receipt of the request, or such extension of time as may be mutually agreed upon by the Parties.

iv) Notwithstanding iii), where the Parties have mutually agreed before the request is submitted, the arbitrator shall make written recommendations to resolve the difference within 20 days of the date of their receipt of request. The time limits will be held in abeyance with respect to the grievance during these 20 days.

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

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

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

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

Compensation and expenses of the arbitrator will be borne equally by the Parties.

If both Parties agree, other matters may be referred to the grievance mediator for recommendations on how to resolve the dispute.

3.04 ARBITRATION (STAGE III)

Should no settlement be reached, the difference may be referred by the grieving Party to arbitration for final and conclusive settlement.

The matter in dispute may be heard by a single arbitrator agreed upon by the Parties. The parties 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 10 working days of such notice, upon request of either party, the necessary appointment shall be made by the Labour Relations Board. The decision of the arbitrator shall be final and binding on both Parties. Each Party shall pay: its own expenses and costs of arbitration, and one-half of the compensation and expenses of the arbitrator.

3.05 EXPEDITED ARBITRATION

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

a) The Parties shall determine by mutual agreement, those grievances suitable for expedited arbitration.

b) Those grievances agreed to be suitable shall be scheduled for hearing at the earliest possible date.

c) The Parties will select an expedited arbitrator who will act as a sole arbitrator.

d) If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process, notwithstanding the provisions of Article 3.04 of the Collective Agreement.

e) The location of the hearings shall be agreed to by the Parties.

f) As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.

g) All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.

h) The hearings will be governed by the following guidelines which can be amended by agreement between the Parties at any time:

    i) A brief of pertinent documents will be jointly presented to the arbitrator;

    ii) To the extent that authorities are permitted, they shall be presented in a joint brief;

    iii) If possible, a statement of agreed facts will be jointly presented to the arbitrator;

    iv) Responses to opening statements will cover any facts which are in dispute and any additional facts available;

    v) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities;

    vi) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator;

    vii) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanation;

    viii) Arguments will be presented only to the points in issue.

i) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs the costs will be borne in accordance with Article 3.04 of the Collective Agreement and Section 103 of the Labour Relations Code.

j) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.

k) The decision of the arbitrator is to be completed and mailed to the Parties within 10 working days of the hearing.

l) All decisions of the arbitrators are to be limited in application to that particular dispute and are without precedent and prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

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

n) The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provisions of the Collective Agreement.

3.06 TIME LIMITS BINDING

Where the time limits mentioned in this Article are not met by the grieving Party the grievance shall be deemed to be abandoned and may not be reinstituted. 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. Time limits may be extended by mutual written consent of the Employer and the Union.

Mutual agreement to extend time limits will not be unreasonably withheld.

3.07 PERSONNEL FILES

a) BC Transit shall remove disciplinary letters from Employee's personnel files provided that the Employee has maintained a record free from any discipline for a period of 12 consecutive months exclusive of any absence pursuant to Articles 18 and 20 that exceed 15 working days.

b) Personnel File - No disciplinary notation will be entered into an Employee's personnel file without the concerned Employee being so advised in writing. A disciplinary notation that is not placed on an Employee's personnel file and not copied to the Union will not be relied upon for any proceedings as described in Article 3. The Employer will copy the Union on all correspondence to Employees concerning discipline and attendance management.

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

d) Video Evidence - Where video evidence exists and is relied upon for discipline, Full Time Union Officers or their designate, Union Property Representatives will be afforded an opportunity to review the video evidence prior to an Employee interview. It is understood that this protocol will not delay the investigatory process.

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

4.00 MEMBERSHIP

4.01 SECURITY

Except as provided elsewhere in this agreement, all Employees referred to in Article 1.02 shall become members of the Union within 15 days and shall remain members of the Union as a condition of continued employment in any job classification covered by the Union's certification.

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

4.02 DUES DEDUCTION

BC Transit shall deduct from the pay of each Employee referred to in 4.01 above the amount of any regular Union dues, initiation fees, and general assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be supplied by the Union and will be signed at the time of hire by each such Employee.

4.03 INDEMNIFICATION

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

4.04 NEW JOBS

BC Transit agrees to notify the Union when new Exempt or CUPE LOCAL 4500 positions are created. Prior to implementation, the Employer agrees to advise the Union of newly created excluded jobs which are excluded from the bargaining unit, along with a copy of the job description and rationale for exclusion.

4.05 MEMBERSHIP

The Employer will copy the Property Representative and CUPE Local 4500 President on all correspondence to Employees concerning discipline and attendance management.

5.00 UNION DUES

5.01 AUTHORIZATION FORM

The authorization form shall contain, in substance the following:

To: _____

I hereby authorize you to deduct from my wages and to pay to CUPE Local 4500, the initiation fees of $_____ and dues of_____% of_____wages deducted monthly or such amounts of dues amended from time to time by the Union on all members employed by you.

Date:_____Employee:_____

The Employer shall deduct dues through payroll deduction pursuant to Article 4.02, only for those who are members of the Union as defined in Article 1.02 and who have given authorization as provided in this Article.

5.02 MEMBERSHIP LIST

The Employer agrees to provide a monthly "dues summary list" of all members with all known contact information at the time dues are remitted.

6.00 LABOUR-MANAGEMENT COMMITTEE

6.01 MEMBERSHIP

A Joint Employer/Union Committee, to be known as the Labour Management Committee shall be composed with a minimum of two appointed representatives from each party. The Committee may be augmented as necessary. This Committee shall meet every 2 months or as and when required by mutual agreement.

6.02 PURPOSE

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

Topics appropriate for review by the Committee include:

a) the creation of new jobs in the bargaining unit; and

b) any significant changes to the role of CUPE Employees in BC Transit.

6.03 SCOPE

Issues relating to grievances and collective bargaining will not be matters for discussion at Labour Management Committee meetings.

6.04 MANDATE

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

7.00 SENIORITY

7.01 SENIORITY DEFINED

a) Overall seniority is defined as the continuous length of service within the bargaining unit.

b) Classification seniority is defined as the continuous length of service within a job classification.

c) Continuous service includes approved leaves of absence, vacations, holidays, Union leave, illness, injury, WorkSafeBC claims or the recall period during lay-off unless the specific provisions provide otherwise.

7.02 SENIORITY AND TEMPORARY PROMOTIONS

Employees temporarily promoted out of the bargaining unit shall retain overall and classification seniority for a cumulative period of 6 months within a rolling 12 consecutive months. Extensions may be granted by mutual agreement between the Union and the Employer for sick replacements, maternity and parental leave replacement and other leaves.

7.03 SENIORITY AND PERMANENT PROMOTIONS

Employees permanently promoted out of the bargaining unit shall retain overall and classification seniority for a period of 3 consecutive calendar months. If such Employee does not return to a position within the bargaining unit during such period, they shall cease to retain any seniority rights pursuant to this Collective Agreement.

7.04 RETENTION OF SENIORITY DURING TEMPORARY OR PERMANENT PROMOTIONS

The retention of seniority during temporary or permanent promotions out of the bargaining unit, pursuant to Article 7.02 and 7.03 is conditional on the continued payment of Union dues.

7.05 LOSS OF SENIORITY

Employees shall only lose their seniority for the following reasons:

a) It is specifically provided for in the Collective Agreement;

b) The Employee voluntarily leaves the service of the Employer;

c) The Employee is discharged for just cause;

d) The Employee accepts a promotion or transfer out of the bargaining unit as provided with 7.04;

e) After a lay-off, the Employee fails to report for work or to notify the Employer with a reasonable excuse for not reporting within 5 working days of notice of recall;

f) The Employee is laid off for a continuous period exceeding 24 months;

g) The Employee refuses recall.

8.00 EXEMPT BENEFIT PLAN (E.B.P.)

The administration of the E.B.P. is subject to the Policies and Procedures as set out by the Employer. These Policies and Procedures will not alter the Benefit Plan as set out in this Article.

8.01 RATE AND DESIGNATION

The Exempt Benefit Plan for Employees shall be equivalent to 6.5% of an Employee's basic salary.

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

8.02 EBP OPTIONS

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

Direct Monetary Payment

An Employee may elect to receive a cash pay-out on a pay period basis of all or part of the E.B.P.

Time Bank

a) An Employee may elect to transfer all or part of the E.B.P. benefit earned into a Time Bank which shall have a maximum accumulation of 120 hours.

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

Discretionary Time Off

(E Days, single AV or Stat, BOT) guaranteed time off for a certain number of requests each week.

The Employer will make available 2 slots each day for Transit Supervisors and 2 slots each day for Transit Operations Controllers, 1 slot for Lead Transit Supervisors and 1 slot for Lead Transit Operations Controllers that cannot be cancelled providing that the Employee gives the Employer a minimum of 2 weeks' notice of such request. Any request that is made within 2 weeks will not be unreasonably denied.

All reasonable efforts should be made to cover the temporary vacancy with a Random Shift, an Actor, or through overtime.

Requests will be granted on a first-come-first-served basis. Additional Employees may be granted discretionary time off where the staffing exists.

If an Employee selects time off, they may be scheduled off for time they have not earned. The E.B.P. will be administered in conjunction with the biweekly payroll system, selected options, e.g. time off or cash, will be recorded or paid on each day.

8.03 EBP ADMINISTRATION

The E.B.P will be administered in conjunction with the biweekly payroll system. Selected options, e.g. time off or cash, will be recorded or paid on each day.

9.00 WORKING HOURS

9.01 GENERAL APPLICATION

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

9.02 WORK DAY AND WORK WEEK

8 hours shall constitute a normal day's work and 40 hours shall constitute a normal work week consisting of 5 consecutive days of work followed by 2 consecutive days off. The exceptions are holiday block Employees and all Employees at the time of shift changes, transfers, promotions and rotation between positions and shifts.

9.03 STANDARD WORKING HOURS VARIATIONS

Variations to standard working hours as per current local practice, including flex time arrangements and a modified 4 day work week may be permitted when the Employer and Union agree to the variation and will be signed off in a Letter of Understanding.

9.03.1 WORKING HOURS

Variations to the standard work day and week defined in 9.02 may include: Employees will work 4 days at 10 hours per day for a total of 40 hours per week.

a) **Work Day and Work Week**

The work day shall be 10 hours of work, exclusive of the 30 minute lunch period, with a start and finish time set by the Employer. The work week shall be 40 hours with consecutive days off set by the Employer.

b) **Annual Vacation** (Per Article 14.02- accrued based on 40 hours/week)

Annual vacation will be taken on the basis of 10 hours per day or portions thereof. Additional days provided in Article 14.02 shall be accumulated on the basis of 8 hours per day.

c) **Sick Leave** (Per Article 18.01 - accrued based on 8 hours/day)

Sick leave for Employees on a modified work week will be based on 10 hours per day or portions thereof. Additional days provided in Article 18.01 shall be accumulated on the basis of 8 hours per day.

d) **WorkSafeBC**

WorkSafeBC advances for Employees on a modified work week will be based on 10 hours per day, 4 days per week, subject to the WorkSafeBC reassessing the Employee's wage loss compensation in accordance with Article 18.03.

e) **Statutory Holiday Pay**

Statutory holiday pay for Employees on a modified work week will be based on an 8 hour work day. However, Employees on a modified work week may request to top up such pay with time available in their own banks.

9.04 STATUTORY HOLIDAYS

In the event an additional statutory holiday is prescribed by regulation as applicable to the Province of British Columbia, the Employer will observe that additional statutory holiday as required by law.

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

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

9.04.1 BANKED STATUTORY HOLIDAY TIME

Employees may elect to bank their statutory holiday time earned and use it at a later date or carry it over into the following year(s). At no time shall the statutory holiday time banked exceed 120 hours.

As of June 4, 2024, Employees with banked statutory holiday time in excess of 120 hours will not be eligible to bank further statutory holiday time and will be paid their earned time within the applicable pay period. Once an Employee's banked statutory holiday time has been drawn down below 120 hours, an Employee may elect to bank their statutory holiday time up to a maximum of 120 hours.

9.05 REST PERIODS

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

10.00 SHIFT WORK

10.01 WORK ON SUNDAYS AND STATUTORY HOLIDAYS

Shift workers shall receive 1.5x (time and one-half) for work performed on Sundays and Statutory Holidays. Payment for a statutory holiday which falls on a Sunday will be paid 2x (double time) for all hours worked.

Shift workers will be paid 2x (double time) for all hours worked on Christmas Day.

10.02 SHIFT ALLOWANCE

Effective Date of Ratification

For the purposes of calculation of shift premium, the day shift is defined as 07:00 to 17:30 For all hours worked on a specific shift that falls outside of the day shift, the following shift premiums will apply:

a) Afternoon Shift: $2.25 per hour (Hours worked between 17:30 to 24:00)

b) Night Shift: $3.00 per hour (Hours worked between 00:00 to 07:00)

10.03 SPLIT SHIFTS

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

11.00 SALARIES AND SCALES

11.01 SALARIES

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

11.02 SALARY SCALES

11.02.1 JOB GRADE ESTABLISHMENT

Job Grades will be established in accordance with the Employer's Job Evaluation Plan, unless otherwise amended in collective bargaining.

If a Lead classification evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least 1 grade differential.

11.02.2 SALARY SCALES APPLICABILITY

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

a) Scale Differentials:

Grades 1-10 9.0% differential

Grades 10-12 7.5% differential

b) Range Widths (Grades 1-12) Minimum is 80% of Maximum, 100% is the Maximum

11.02.3 BIWEEKLY RATES

Biweekly rates are computed on the basis of 46% of monthly rates. For conversion purposes, hourly rates of pay are determined by dividing biweekly rates by 80 hours.

11.03 SALARY ADMINISTRATION

a) Salary advances within the ranges may be withheld for inadequate performance, providing that 1 month's notice of intent to withhold is given in writing by the Supervisor concerned to the Employee affected, the officers of the Union, and the Employer's People and Culture Representatives.

b) Increases will not be granted to Employees on probation. When in the opinion of the Employer, the Employee has fully restored their performance at some subsequent date; they shall regain their position within the salary scale on a non-retroactive basis.

c) Salary progression within range will be annual on the anniversary of the Employee's appointment to their position. Such increases are exclusive of economic increases.

d) Newly appointed and promoted Employees are eligible for progression increase after 6 months. All future progression increases to maximum will be at 12 month intervals from the date of appointment or promotion.

e) Progression increases will be 3.7%. However, a salary below the maximum of its range will not move above the maximum as a result of a progression increase.

f) Employees will not become eligible for progression increases during all unpaid leaves of absence in excess of 3 months, except maternity leave. Upon return to work, the eligibility date for progression increases for such Employees will be adjusted accordingly.

g) An Employee will not become eligible for progression increases while they are on sick leave. Upon return to work, the Employee will be eligible for a progression increase on the same date they would have normally become eligible and had they not been absent for sickness.

h) Employees salary shall always be maintained at a minimum of 10% above the top rate of pay for a Transit Operator. For the purpose of this clause, top rate does not include any premiums and/or allowances.

11.04 TEMPORARY PROMOTIONS

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

Should an Employee be temporarily promoted to a non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds 2 consecutive working days. (For example: if a person is promoted for 1 day, no increase is applicable; if a person is promoted for 3 consecutive days, the increase will be applicable for all 3 days.) Any entitlement for temporary salary increase will not be paid for partial working days.

11.05 PERMANENT PROMOTIONS

When an Employee is promoted they will receive an increase of 5% on their base rate (or 5% per group of promotion, as the case may be) and moved to the next higher step within the new scale. Where the resultant salary would be less than the minimum of the new job group they shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, their salary shall not exceed the maximum of the group. Newly appointed or promoted Employees are eligible for progression increases per the Collective Agreement.

11.06 ON TERMINATION

In the event of an Employee's termination, the Employer will recover any monies paid out as a result of an Employee taking days off that he has not already earned.

11.07 ANNUAL SALARY SCALE

CUPE Salary Grid 2024-2026

January 1, 2024

	Step 0 (min)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (max)
Grade 5	$57,584	$59,715	$61,924	$64,215	$66,591	$69,055	$71,610	$71,980
Grade 7	$68,416	$70,947	$73,572	$76,294	$79,117	$82,044	$85,080	$85,520
Grade 8	$74,573	$77,332	$80,193	$83,160	$86,237	$89,428	$92,737	$93,216
Grade 9	$81,285	$84,293	$87,412	$90,646	$94,000	$97,478	$101,085	$101,606
Grade 10	$88,601	$91,879	$95,279	$98,804	$102,460	$106,251	$110,182	$110,751

**Rates include $0.25 per hour and a 3.24% General Wage Increase (GWI).*

January 1, 2025

	Step 0 (min)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (max)
Grade 5	$61,471	$63,745	$66,104	$68,550	$71,086	$73,716	$76,443	$76,839
Grade 7	$73,034	$75,736	$78,538	$81,444	$84,457	$87,582	$90,823	$91,293
Grade 8	$79,607	$82,552	$85,606	$88,773	$92,058	$95,464	$98,996	$99,509
Grade 9	$86,772	$89,983	$93,312	$96,765	$100,345	$104,058	$107,908	$108,465
Grade 10	$94,581	$98,080	$101,709	$105,472	$109,374	$113,421	$117,618	$118,226

**Rates include a 6.75% General Wage Increase (GWI) as per MOA Cost of Living Adjustment (COLA)*

January 1, 2026

	Step 0 (min)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (max)
Grade 5	$63,315	$65,658	$68,087	$70,606	$73,218	$75,927	$78,736	$79,144
Grade 7	$75,225	$78,008	$80,894	$83,887	$86,991	$90,210	$93,548	$94,031
Grade 8	$81,995	$85,029	$88,175	$91,437	$94,820	$98,328	$101,966	$102,494
Grade 9	$89,375	$92,682	$96,111	$99,667	$103,355	$107,179	$111,145	$111,719
Grade 10	$97,419	$101,024	$104,762	$108,638	$112,658	$116,826	$121,149	$121,774

**Rates include a 3.00% General Wage Increase (GWI) as per MOA Cost of Living Adjustment (COLA)*

Hourly Salary Scales

January 1, 2024

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	$27.59	$28.61	$29.67	$30.77	$31.91	$33.09	$34.31	$34.49
Grade 7	$32.78	$33.99	$35.25	$36.55	$37.91	$39.31	$40.76	$40.97
Grade 8	$35.73	$37.05	$38.42	$39.84	$41.32	$42.85	$44.43	$44.66
Grade 9	$38.95	$40.39	$41.88	$43.43	$45.04	$46.70	$48.43	$48.68
Grade 10	$42.45	$44.02	$45.65	$47.34	$49.09	$50.91	$52.79	$53.06

**Rates include $0.25 per hour and a 3.24% General Wage Increase (GWI).*

Hourly Salary Scales

January 1, 2025

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	$29.45	$30.54	$31.67	$32.84	$34.06	$35.32	$36.63	$36.82
Grade 7	$34.99	$36.29	$37.63	$39.02	$40.47	$41.96	$43.52	$43.74
Grade 8	$38.14	$39.49	$41.02	$42.53	$44.11	$45.74	$47.43	$47.68
Grade 9	$41.57	$43.05	$44.71	$46.36	$48.08	$49.86	$51.70	$51.97
Grade 10	$45.32	$46.92	$48.73	$50.53	$52.40	$54.34	$56.35	$56.64

**Rates include a 6.75% General Wage Increase (GWI) as per MOA Cost of Living Adjustment (COLA)*

Hourly Salary Scales

January 1, 2026

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	$30.34	$31.46	$32.62	$33.83	$35.08	$36.38	$37.72	$37.92
Grade 7	$36.04	$37.32	$38.76	$40.19	$41.68	$43.22	$44.82	$45.05
Grade 8	$39.29	$40.68	$42.25	$43.81	$45.43	$47.11	$48.85	$49.11
Grade 9	$42.82	$44.34	$46.05	$47.75	$49.52	$51.35	$53.25	$53.53
Grade 10	$46.68	$48.33	$50.19	$52.05	$53.98	$55.97	$58.05	$58.34

**Rates include a 3.00% General Wage Increase (GWI) as per MOA Cost of Living Adjustment (COLA)*

12.00 OVERTIME AND TRAVEL TIME COMPENSATION

12.01 AUTHORIZATION

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

12.02 OVERTIME

Overtime will be paid at 1.5x (time and one-half) the Employee's straight-time rate for all time worked in excess of the regular scheduled hours, up to a maximum of 1 hour. Where overtime worked in any 1 day exceeds 1 hour, the time worked in excess of 1 hour shall be paid for at 2x (double time) the Employee's straight-time rate. All authorized overtime on a scheduled day off shall be paid for at 1.5x (time and one-half) the Employee's straight time rate for the 1 hour and 2x (double time) for all additional time. All time worked on Employer-observed holidays and annual vacations shall be at overtime rates plus regular salary. By mutual consent compensation may be time off in lieu of pay, but such time off must be taken at a time mutually agreed between the Employee and their supervisor.

An Employee who is required by the Employer to work through their unpaid 30 minute lunch break will be paid at the rate of 2x (double time) their regular rate of pay.

a) At no time will time off banked under this agreement exceed 80 hours.

b) All overtime worked between the hours of 00:00 and the Employee's normal starting time shall be paid for at 2x (double time) the Employee's straight-time rate.

c) The current practices regarding shift changeover are not overtime and do not attract payment.

12.03 MEAL BREAKS AND MEAL ALLOWANCES

a) A 30 minute unpaid meal break will be allowed where Employees are required to work less than 2 hours beyond their scheduled shift.

b) A 30 minute paid meal break will be allowed where Employees are required to work 3 hours before or after their shift.

c) A second 30 minute paid meal break will be allowed where Employees are required to work 6 hours or more before or after their regularly scheduled shift.

d) For each subsequent 4 hours worked, an additional 30 minute meal break will be allowed.

e) Where in b), c) and d) above, paid meal breaks are allowed, the Employer will also provide Employees with a meal allowance of $11.00.

f) The paid or unpaid meal breaks will be taken at times mutually agreed between the Employees and their Supervisor.

g) For the purposes of a) to d), hours worked will not include any 30 minute meal breaks taken.

12.04 MEAL BREAKS ON CALL-OUTS

Where an Employee is called out and works 4 hours overtime, an Employee will be paid for a 30 minute meal period at the prevailing overtime rates and the Employer will provide a meal or reimburse the Employee for reasonable meal expenses incurred.

12.05 PRESCHEDULED OVERTIME

Where work is pre-scheduled for normal days off and Employees have been notified on the previous working day, but no less than 12 hours prior to the commencement of the shift, the Employer will not be required to provide lunch or pay for a meal break if taken. When work extends beyond 8 hours under this Article the provisions of 12.03 shall apply.

12.06 OFF SHIFT TRAINING PREMIUMS

a) If an Employee is taking mandatory training on a regular day off, the time spent at training will attract a premium payment of 1.5x (time and one-half) of their straight time rate.

b) If the Employer changes the Employees regularly scheduled shift for mandatory training, and the regular scheduled shift would have incurred a premium, the Employee will still be paid a premium for the time that their shift is changed.

c) The Employer may reschedule an Employee's days off to fit the training schedule, subject to reasonable notice and by mutual agreement.

d) The Employer may, when necessary, schedule an Employee to work day-shift for a complete workweek even if the training is less than 1 week, subject to a minimum of 4 weeks' notice. Exceptions will be made for extenuating circumstances.

e) All Employees must have 8 hours rest with no loss of pay before or after attending training.

f) Employees will not be paid twice for the same period. If the time spent at training and a regular shift worked overlap, the regular shift time will be paid at straight time rates.

12.07 JURY DUTY AND WITNESS PAY

Employees required to attend court on their regularly scheduled days off and at the Employer's request, will be compensated for all hours in attendance at straight time hourly rates.

In addition, Employees, will be compensated for travel time involved at straight time hourly rates.

a) **Jury Duty**

When Employees are required to be absent from their regularly scheduled work to report for Jury duty, as prescribed by applicable law, the Employer shall pay them the difference between the compensation paid to them by the court, excluding travel expenses, if any, at their regular day work rate for the straight-time hours they otherwise would have worked. In addition, Employees required to be absent from their regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost. In order to receive such payments, an Employee must give the Employer prior notice that they have been summoned for jury duty, must furnish satisfactory evidence that they reported for or performed the jury duty for which they claim

payments, and must report back to work promptly after being released or excused by the court. Duties under this Article which extend beyond 1 week will necessitate a review of the Employee's days off to assure some period of rest.

b) **Witness Pay**

Employees compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, or who are subpoenaed to appear for and by the Crown as a witness for events witnessed as a BC Transit Employee, will be reimbursed by the Employer for their regularly scheduled hours of work necessarily lost, at their regular straight time hourly rate of pay. Any fees received by the Employee for duties referred to in this Article shall be turned over to the Employer, excepting those received by the Employee while on days off, annual vacation, or statutory holidays. Employees attending an inquest or court on an Employer requested or procured subpoena will be reimbursed for expenses in accordance with BC Transit policy when away from home. Duties under this Article which extend beyond 1 week will necessitate a review of the Employee's days off to assure some period of rest. Employees must report to work promptly after being released or excused by the courts.

In accordance with the above, Employees serving as a witness during periods of scheduled days off or vacation and such time off will be rescheduled.

c) Where attendance under Articles 12.07 a) and 12.07 b) is required while the Employee is on annual vacation, or when the Employee has scheduled time off as a result of banked statutory holidays, such Employee will be allowed such time to be rescheduled provided:

i) any fees received for such attendance are turned over to the Employer; and

ii) such time will be rescheduled.

13.00 PREMIUM PAYMENTS

13.01 STANDBY

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

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

13.02 ON-CALL

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

13.03 CALL-OUT

Call-out shall be defined as responding to a need for work outside normal working hours and requiring the Employee's presence at their normal headquarters or other work-site. A call-out shall be the total time away from home or temporary residence. If the call-out is followed immediately by a regular shift, payment will be made up to the start of that shift. An Employee will be paid for call-outs at the overtime rates provided in Article 12.

a) An Employee called out to work will be paid at overtime rates for a minimum of 2 hours. Should the overtime immediately precede or follow the Employee's regular shift, the 2 hour minimum shall not apply.

b) An Employee called out more than 4 hours before the start of their regular working day or shift, will be entitled to an 8-hour break without loss of pay following the call out.

c) An Employee called out 4 hours or less before the start of their regular working day or shift will work their regular shift at straight time rates and be paid overtime for the period of the callout before the regular shift.

d) An Employee designated as being on standby will receive overtime pay for call-outs in addition to standby pay.

In emergency situations involving potential hazard to life or property, Employees called out will receive a minimum call-out payment of 2 hours at overtime rates. The total payment for multiple call-outs will not exceed the total overtime which would have been payable had the Employee worked continuously from the beginning of the first to the end of the last call-out

13.04 TELEPHONE CONSULTATION

Telephone consultation shall be defined as a telephone call to an Employee to correct a situation outside normal working hours.

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

13.05 OCCUPATIONAL FIRST AID PREMIUM

Designated Employees who are required to act as Occupational First Aid Attendants will receive the appropriate allowances provided below:

- Level 1 Certification 30¢ per hour
- Level 2 Certification 75¢ per hour

14.00 VACATIONS

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

14.01 YEAR-OF-HIRE VACATION ENTITLEMENT

During an Employee's first year of employment they will receive a pro-rated vacation entitlement based on 14.02 a) and will be able to take vacation time during their first year as per AV sign-up procedures. Remaining vacation balances at the end of the first calendar year will be paid out on the first pay day of the new calendar year.

14.02 ANNUAL VACATION ENTITLEMENTS

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

Annual vacation entitlements with pay shall be as follows:

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

b) Vacation Entitlement In the calendar year of:

1st - 4th anniversary	3 weeks
5th - 10th anniversary	4 weeks
11th- 21st anniversary	5 weeks
22nd and later anniversary	6 weeks

Employees will be entitled to 1 additional day of vacation for each year of service commencing in the calendar year in which the 25th anniversary occurs, until a total of 35 vacation days has been reached. For Employees entitled to more than 30 days of vacation the additional days in excess of 30 days may be taken as random, subject to departmental requirements.

14.03 PAST SERVICE CREDITS

Employees of BC Transit with past service credits as of January 1, 2011, will have those past service credits honoured. Employees hired after January 1, 2011 will have service credits with BC Transit only.

14.04 BROKEN VACATIONS

Employees may take their vacations in broken periods, where there is availability. The responsibility to provide service at all times is the principal guide. No vacation may be less than 1 day.

14.05 BANKING VACATIONS

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

b) Employees with 4 weeks' vacation entitlement will be permitted to bank up to 1 week of vacation and take it in the following year or later.

c) Employees with 5 or more weeks' vacation entitlement will be permitted to bank up to 2 weeks of vacation to be taken in the following year or later.

d) An Employee shall be permitted no more than the following banked vacation at any one time:

   i) 4 weeks' vacation entitlement - 12 weeks

   ii) 5 weeks or more vacation entitlement - 15 weeks

14.06 STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE

Employees will be granted 1 extra day's vacation with pay for each statutory or Employer-observed holiday falling in their paid vacation period, or falling within any leave of absence period not exceeding 10 working days.

14.07 RELIEVING ON HIGHER-GROUPED JOBS

If Employees are relieving on a higher-group job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of 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 assignment, and must therefore take their annual vacation at some other less convenient time, they shall be paid the higher rate for their displaced vacation period.

14.08 PRORATION OF ANNUAL VACATION ENTITLEMENT

a) In any case where an accumulation of absences due to sick leave, income continuance, or WorkSafeBC injury exceeds 6 calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by 1/6 for each full month of absence in excess of 6 months.

b) Where an accumulation of absences other than sick leave, income continuance, WorkSafeBC and annual vacation exceeds 3 calendar months in any calendar year, annual vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of 3 months.

14.09 PAYMENT OF VACATIONS

a) Current vacation will be paid based upon the greater of either:

   i) an Employee's rate of pay at the time the vacation is taken, or

   ii) depending upon their vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of their previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.

   If necessary, an adjustment of vacation pay will be made to ensure that each Employee received the greater amount of vacation pay from either the current rate a) or percentage b) calculations above. This adjustment (A/V differential) will be paid to all affected Employees in one payment on the pay day immediately prior to Christmas.

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

15.00 LAYOFF AND RECALL

15.01 NOTIFICATION

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

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

15.02 PLACEMENT

BC Transit will endeavour to place regular Employees displaced through a reduction of positions in a classification in other vacant positions within the Employer for which in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed 30 working days, or such longer period provided the Parties mutually agree. In such cases the Union agrees to waive the requirement to post/bulletin.

15.03 EMPLOYEE OPTIONS

A regular Employee who is subject to layoff, and not eligible for placement under 15.02 above, may elect, within 7 working days, one of the following:

a) Bumping and recall

b) Placement under Article 15.02 and recall

c) Recall

d) Severance

15.04 BUMPING RIGHTS

An Employee may exercise their bumping rights to displace the most junior Employee with less CUPE seniority in another job for which the Employee is qualified, or in the opinion of the Employer will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed 30 working days, or such longer period provided the Parties mutually agree.

Regular Employees who are displaced under the foregoing provisions may, in turn, exercise their CUPE seniority to bump or be placed in accordance with Article 15.03.

15.05 SALARY PROTECTION

a) An Employee affected by a reduction in staff who assumes a lower group job as a result of the foregoing, and who has 1 year or more of service in the higher group job, will retain their rate and be red-circled until the maximum salary for the lower job grade equals or exceeds the red-circled salary rate.

b) An Employee affected by a reduction in staff who assumes a lower group job under the terms of this section, and who has less than 1 year of service in the higher group job will assume the salary which they would have attained had they moved directly to the lower group job on the same date that they moved to the higher group job.

15.06 SEVERANCE PAY

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

a) Terminate and accept severance pay as follows:

   i) 6 consecutive months of service – 2 weeks' regular earnings

   ii) 3 consecutive years of service – 3 weeks' regular earnings

   iii) thereafter – 1 week's pay for each additional year of service

b) Recall rights for a period of 24 consecutive months as follows:

   i) Laid-off Employees shall be placed on an employment office recall list for a period of 2 years. Recall to the job from which the Employee was laid off shall be made on the basis of CUPE seniority (i.e. last off, first on). Employees on the recall list will also have the right

to apply for all bulletined jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Employer provided the individual reaffirms their availability at 3 month intervals with the People and Culture Manager.

ii) New Employees will not be hired until Employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of CUPE seniority.

iii) Should there not be any Employee on the recall list eligible for recall under b) i) and b) ii) above, the Employer may hire from outside the bargaining unit.

iv) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid off, except that such salary will not be below the minimum or above the maximum of the salary range.

v) Notice of recall will be sent by registered mail to the last known address of all Employees on the recall list who are eligible for recall under 15.06 ii). Such Employees will have 7 calendar days from the date the letter is registered in which to respond and report to work, with Employees being rehired in order of their seniority. An Employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An Employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

vi) An Employee on lay-off who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which they were laid off at the same headquarters shall have their name removed from the recall list.

vii) Employees on lay-off will keep the Employer informed of their current address for recall. Should an Employee change their address during the period of lay-off, they will inform the Employer of such change by registered mail.

15.07 RECALL LISTS

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

16.00 NEW PROCEDURES AND TECHNOLOGICAL CHANGE

16.01 NOTIFICATION

The Employer will provide the Union with as much notice as possible but not less than 120 days prior to introducing automation, new equipment, or new methods or procedures, which will result in the displacement or down-grouping of any regular Employees.

16.02 REQUIREMENT TO DISCUSS

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

16.03 EMPLOYEE OPTIONS

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

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

b) The opportunity to move to a vacant position if available within the Employer for which the Employee is qualified or will be qualified within a period not to exceed 30 days or such longer period as may mutually be agreed. Employees who are placed in a lower level position shall have their salaries red circled.

c) Lay-off or severance pay in accordance with the provisions of Article 15.

The Parties' rights under Section 54 of the Labour Relations Code of B.C. are not restricted by this clause.

17.00 BENEFIT PLANS

17.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

a) Basic Medical Coverage

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

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

If the Government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the Employer will pay 100% of the premium for Employees on the same basis as exists in the 2021-2023 Collective Agreement.

b) Extended Health Benefits

Eligible Full-time regular Employees shall be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include**:**

Effective January 1, 2024

- Eyeglass Coverage, and Laser Eye Surgery ($750 per person in a 24-month period).
- Annual vision eye exams shall be covered 100% of the cost of the exam every 24 months for adults and every 12 months for dependents.
- Hearing Aid Coverage at $2000 maximum reimbursement per ear hearing aid every 5 years.
- PSA blood tests for Employees 40 years and older will be covered.
- Professional services of the following practitioners to a maximum of $750 per calendar year for each service: Acupuncturist, Chiropractor, Massage Therapist, Naturopath, Physiotherapist/Athletic Therapist, Podiatrist and Speech Therapist.
- Annual psychological coverage of up to $1,500 per year for access to a Registered Clinical counsellor, Social worker, Therapist, or Psychologist.
- There is a $2,000,000 lifetime maximum on all costs per person.

c) Eligible new Employees are covered in both plans effective on the first day of the calendar month next following date of employment except when date of employment is the first day of the month, or first normal working day in the month, when coverage is immediate. Premiums for both plans shall be 100% paid by the Employer. Participation in the plans is a condition of employment for all new Employees described above, except that Employees covered by equivalent medical plans elsewhere may elect not to be covered by the Employer plans.

d) The Employer shall pay premiums on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

e) Members who retire from the Employer's service on pension and who have completed 10 years of service with the Employer and its predecessors may continue to be covered under the above Plans with the Employer through the plan provided by the BC Pension Corporation.

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

17.02 GROUP LIFE INSURANCE

a) Premiums will be paid 100% by the Employer. Except for part-time temporary Employees enrolment is compulsory for all Employees after 3 months continuous service. Employees who retire from service after at least 10 years' service with the Employer will be able to select one of the following options.

   i) Receive a one-time lump sum payment from the Employer for $1000. Group Life Insurance will not continue after retirement.

   ii) Immediately upon retirement the coverage will be 50% of that in effect on the last day of employment. It will reduce annually thereafter on each retirement anniversary by 10% of the amount in effect on the last day of employment until a minimum of $1,000 is reached and this latter amount shall remain in effect for the remainder of the retired Employee's lifetime.

b) Group Life Insurance coverage for Employees covered by this Agreement will be adjusted whenever such an Employee's salary changes based on 2 times that Employee's regular annual earnings as determined in the pay period in which implementation of the new coverage takes place. Such coverage will be effective on the first day of the month following the Employee's change in salary.

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

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

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

i) new Employees who apply for coverage in excess of $30,000;

ii) any existing Employee who applies for additional voluntary group life insurance;

iii) all applications for spousal coverage.

17.03 DENTAL PLAN

All regular Employees shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to Plan A (90% of co-insurance) and Plan B (75% of co-insurance) (effective July 1st, 2013), and Plan C (50% of co-insurance) with a limit of $5,000 maximum lifetime benefits per person enrolled in the plan. No changes to the existing Dental Plan will be made without mutual agreement of the Parties.

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

17.04 LEAVE OF ABSENCE

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

17.05 TRAVEL ACCIDENT INSURANCE

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

17.06 INCOME CONTINUANCE PREMIUMS

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

18.00 INCOME CONTINUANCE PLAN

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

18.01 SICK LEAVE, INCOME CONTINUANCE AND WORKERS' COMPENSATION

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

Sick Leave

a) **Past Service Credits**

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

b) **Current Sick Leave Allowances**

All eligible Employees who incur an injury or illness are entitled to and shall receive paid sick leave except when such an injury or illness is covered and compensated by WorkSafeBC. The Employee shall report the injury or illness which required their absence to their Supervisor as soon as reasonably possible.

i) In the first calendar year as follows: 5 days commencing at the date of hire.

ii) On January 1 in the calendar year in which the first service anniversary occurs the Employee shall have an entitlement of 10 days.

iii) Thereafter at the commencement of each year 5 additional days will be set up for each year of service to a maximum of 100 days.

c) **Sick Leave Extending into the New Year**

Where an absence due to illness or injury extends into a new calendar year, the Employee will exhaust their previous year's sick leave balance. When this is exhausted, the Employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the Employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on January 1 of that year as determined by their length of service.

d) **Sick Leave Benefits on Termination**

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

18.02 INCOME CONTINUANCE BENEFITS

a) **Sick Leave Supplement to Income Continuance Benefits**

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

b) **Advance Payments of Income Continuance Benefits**

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

c) The Employer will continue to pay 100% of Employees' benefits coverage while they are on income continuance.

18.03 WORKSAFEBC

a) **WorkSafeBC Advance**

Employees on WorkSafeBC claims will be paid an advance equal to their base hours (i.e. 8 hours) in the case of most Employees in the CUPE LOCAL 4500 jurisdiction) times their hourly rate times 75% for each full day the Employees are off on WorkSafeBC claims. The advance will be paid on their regular pay cheques. If WorkSafeBC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from WorkSafeBC will be paid directly to the Employer.

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

The Employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of this agreement. If the benefits are approved, they must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the benefits, the difference will be recovered from the Employee's pay in not more than 10 consecutive pay periods and at no less than $100 per payment. If the outstanding balance to be repaid is less than $100, the entire amount will be recovered in one payment. The Employer and the Union will meet to discuss alternate payment arrangements where this causes extreme economic hardship.

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

b) **WorkSafeBC Supplement**

Employees on a WorkSafeBC claim will have WorkSafeBC payments supplemented by the Employer, so that the Employee will receive a total amount equal to their straight time wage rate times 8 hours less one-tenth (1/10) of their bi-weekly regular deductions for each day the Employee receives compensation from WorkSafeBC. The supplement shall be payable no later than the pay day for the pay period following receipt of compensation.

18.04 MEDICAL CERTIFICATE

a) If an absence due to sickness exceeds 5 working days, a medical certificate on the prescribed form may be required by the Employee's Supervisor. Employees involved in frequent short- term absences (more than 4 per calendar year) may be required to undergo a medical examination by a doctor appointed by the Employer or by their own doctor (at the Employee's option). In the latter event Employees shall arrange that their doctor furnish a report of the examination results to the Employer's People and Culture Department. Employees on leave of absence for sickness must continue to be available in the vicinity of their work area unless a medical certificate has been furnished to provide otherwise.

b) If an absence due to sickness exceeds 30 continuous calendar days, and failing a medical examination being conducted by the Employee's physician prior to return to work, the People and Culture Department may require such an examination.

c) In cases of excessive absenteeism, or where an Employee's absence pattern warrants additional medical information, the Employer may require an Employee to undergo a medical examination by a doctor of the Employee's choice, who is acceptable to the Employer.

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

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

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

18.05 SEVERANCE PAY FOR HEALTH CONDITIONS

Employees with health problems will be considered for severance pay providing the Employee is not receiving income continuance benefits.

18.06 MEDICAL AND DENTAL APPOINTMENTS

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

19.00 TRANSFERS AND PROMOTIONS

19.01 POSITION VACANCIES

All notices of vacancies for positions which fall within the scope of this Collective Agreement will be posted on Employer notice boards, showing the job group rating and other pertinent details, for a minimum of 5 working days in order to give Employees an opportunity to apply. The Union shall receive copies of all applicable job postings.

19.02 JOB COMPETITIONS

Preference in appointments to the Employer's job vacancies under Union jurisdiction, shall be given to CUPE 4500 members presently on the Employer's staff, who are eligible to apply for such vacancies.

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

19.03 PROMOTIONS WITHIN A DEPARTMENT

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

19.04 WAIVING POSTINGS

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

19.05 EXTERNAL POSTINGS

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

19.06 NOTIFICATION TO APPLICANTS

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

19.07 FINAL SELECTIONS

Although selection of Employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure.

19.08 UNSUCCESSFUL CANDIDATES

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

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

19.09 PROBATIONARY PERIOD

All new Employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 510 hours worked excluding overtime. This period may be extended for up to an additional 510 hours worked (excluding overtime) by mutual agreement between the Employer and the Union. The Employer will advise the probationary Employee and the Union of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the Employee and either confirm the appointment or terminate the Employee. Notwithstanding, a Supervisor may terminate the Employee any time during the probationary period where the Supervisor determines that such Employee is unsatisfactory. This would be subject to the grievance procedure.

20.00 LEAVE OF ABSENCE

20.01 GENERAL LEAVE OF ABSENCE

a) **General Leave**

Subject to service requirements and reasons given for requesting a leave of absence, the Employer may grant leave of absence in accordance with the conditions which follow. Leave of absence for Union business is set out separately in Article 20.02.

"Days" means calendar days.

Application and Approval for Leave of Absence:

An Employee must apply in writing to the Employer for any leave(s) of absence. No such leave(s) will be taken without written approval of the Employer.

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

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

Extensions to any leave of absence will be considered by the Employer and will not be unreasonably denied.

Upon return to the Employer, the Employees shall enter the job classification they previously held without loss of seniority or accredited service. As a condition for the granting of the leave, the Employee shall reimburse the Employer at times and in a manner suitable to the Employer for its costs, if any, incurred during the leave under the terms of whichever pension plan of the Employer's the Employee may contribute to as a member of that plan. Other terms of the Collective Agreement are not applicable to leaves granted under this Article.

LOA Without Pay for Period Exceeding 120 Hours in Any Calendar Month:

Except as otherwise specifically provided for in this Agreement and except for a part-time officer of the Union absent on Union business pursuant to Article 20.02, an Employee on a leave of absence without pay for a period exceeding 120 hours in any calendar month will be required to pay the full cost of all benefit plans.

b) **Driver's Licence Suspension**

A leave of absence of up to but not exceeding 18 months may be granted at the sole discretion of the Employer to cover the term of suspension of an Employee's driver's licence with due regard for an Employee's length of service and record of performance on the job. No Employees shall be granted more than 1 such absence during their term of employment with the Employer. Employees who have received a leave of absence for the purpose of covering a licence suspension, and subsequent to their return to work from such leave of absence, have their licence again suspended will be deemed to be terminated for cause. If a licence suspension is overturned by a decision of a court the Employees shall be reinstated with full seniority but the Employer shall not be required to compensate the Employees for wages and/or benefits lost during the period they were off of work as a result of the initial licence suspension.

20.02 OFFICERS OF THE UNION

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

The Union will provide the Employer with an updated list of Executive Officers and their alternates, including their work location and all such representatives of the Union will ensure that they obtain appropriate clearance for their absence.

20.03 LEAVE OF ABSENCE FOR UNION BUSINESS

a) Where representatives of the Union and/or witnesses, in the Employer's employ, are carrying out duties in respect to investigating complaints, resolving grievances, answering questions regarding the Union's newsletter or similar activities, for 1 day or less, whether in their general work area or outside their general work area and involving travel, or where representatives of the Union are attending meetings of the Labour Management Committee, the Employer will not charge the Union for their salaries.

b) Where representatives of the Union are attending meetings of the Labour Management Committee which involve travel, the Employer will pay their travel expenses.

c) Policy regarding payment of salary, travel expenses, accommodation, meals, fees, etc. for representatives of the Union attending conferences, seminars, training programs, etc. will be determined on an ad hoc basis by the appropriate Vice-President or General Manager.

d) For its representatives carrying out duties in respect to negotiations, arbitration, etc. and for all other activities of its representatives not specifically covered in 20.03 a), b) and c) above, the Union will pay the applicable expenses for travel, accommodation, meals, fees, etc.; the Employer will pay their regular salaries and charge the amount back to the Union. The Union will remit payment in full of outstanding amounts within 30 days of being billed by BC Transit. Failure to make payment within 30 days will result in the Employer recovering such amounts from the monthly CUPE LOCAL 4500 membership dues.

e) Employees who are acting as full-time officers or representatives of the Union will be placed on leave of absence without pay, with the time involved considered as service with the Employer. The leave of absence will be reviewed every 2 years. Benefits coverage will be as per Article 17.05.

20.04 BEREAVEMENT LEAVE

a) Bereavement leave of absence of up to 40 hours with pay shall be granted an Employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, step-mother, step-father, sister, brother, father-in-law, mother-in-law and up to 24 hours for such leave with pay in the event of a death of a grandparent, grandchild or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.

b) If an Employee is on annual vacation or banked statutory holidays at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to their vacation entitlement.

c) Where the length of the leave of absence is disputed, it shall be immediately discussed with the Employee's Manager. In the event the dispute is not resolved at the Division; the Manager shall forthwith submit the dispute to the People and Culture Department for final resolution in consultation with the President of the Employee's Local Union.

20.05 MATERNITY LEAVE

a) A pregnant Employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

   i) no earlier than 13 weeks before the expected birth date, and

   ii) no later than the actual birth date

   and ends

   i) no earlier than 6 weeks after the actual birth date, unless the Employee requests a shorter period, and

   ii) no later than 17 weeks after the leave begins

b) An Employee who requests leave under this subsection after the termination of the Employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

c) An Employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the Employee is unable to return to work when the Employee leave ends under subsection a) or b).

d) A request for leave must

i) be given in writing to the Employer,

ii) if the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the Employee proposes to begin leave, and

iii) if required by the Employer, be accompanied by a medical practitioner's, certified midwife or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection c).

e) If an Employee on leave under subsection a) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the Employee to give the Employer a medical practitioner's, certified midwife or nurse practitioner's certificate stating the Employee is able to resume work.

20.06 PARENTAL LEAVE

a) An Employee who requests leave under this subsection is entitled to,

i) for a parent who takes leave under article 20.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the Employee agree otherwise, immediately after the end of the leave taken under article 20.05,

ii) for a parent, other than an adopting parent who does not take leave under article 20.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,

iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an Employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection a).

c) A request for leave must

i) be given in writing to the Employer,

ii) if the request is for leave under subsection a) i) or ii), be given to the Employer at least 4 weeks before the Employee proposes to begin leave, and

iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.

d) An Employee's combined entitlement to leave under 20.05 and this section is limited to 78 weeks plus any additional leave the Employee is entitled to under article 20.05 c) or subsection b) of this section.

20.07 HOMECOMING LEAVE

An Employee will be granted 40 hours homecoming leave of absence when the Employee's spouse gives birth or when the Employee and their spouse adopt a child. The Employee will be compensated at the Employee's regular straight time rate for the hours lost from regular work.

20.08 LEAVE FOR PUBLIC OR UNION OFFICE

Employees elected to Federal, Provincial or Municipal Office shall be granted a leave of absence without pay for 1 term. Employees elected to full time office with the Canadian Union of Public Employees, the Canadian Labour Congress, the BC Federation of Labour, or the Regional District Labour Council shall be granted leave of absence without pay for a maximum of 2 years.

Upon return to the Employer, the Employee granted leave under this clause shall enter the job classification they previously held without loss of seniority or accredited service. As a condition for the granting of the leave, an Employee on a leave of absence without pay as set out in this Article will be required to pay the full cost of the Medical, Dental, Extended Health and Life Insurance Plans as outlined in Articles 17.01, 17.02, and 17.03. The Employee will also be required to pay the full costs of pension plan if eligible.

20.09 FAMILY RESPONSIBILITY LEAVE

In accordance with Section 52 of the Employment Standards Act, an Employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the Employee's care or the care or health of any other member of the Employee's immediate family. Where an Employee qualifies for Family Responsibility Leave and the Employee has banked overtime, the Employee may access banked overtime for the day(s) in question.

20.10 COMPASSIONATE CARE LEAVE

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

20.11 GENDER TRANSITION LEAVE

An Employee who provides a certificate from a medical practitioner confirming that the Employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 18.02 depending on the Employee's request and approval in accordance with the Income Continuance.

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

20.12 DOMESTIC AND SEXUAL VIOLENCE LEAVE

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

An Employee granted leave under this Article shall be entitled to benefits. For the balance of the leave taken pursuant to this Article the service of an Employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the Employee, and the member shall continue to make payment to the plans in the same manner as if the Employee was not absent.

20.13 CRITICAL ILLNESS OR INJURY LEAVE

Employees are entitled to up to 36 weeks of unpaid leave to provide care and support to a family member (under 19) whose life is at risk, or up to 16 weeks for a family member (19 or older) whose life is at risk.

The leave must be taken in periods of 1 or more weeks. The definition of family member is as prescribed in the BC Employment Standards Act.

20.14 LEAVE RESPECTING THE DEATH OF A CHILD

An Employee is entitled to a leave of absence without pay of up to 104 weeks. If they are entitled to leave respecting death of child under the Employment Standards Act and such leave will be in accordance with the Employer Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 17.0.

20.15 LEAVE RESPECTING DISAPPEARANCE OF A CHILD

An Employee is entitled to a leave of absence without pay of up to 52 weeks. If they are entitled to leave respecting disappearance of child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption to the accrual of seniority, annual vacation entitlement, or eligibility for benefits under Article 17.

20.16 MILITARY/RESERVIST/EMERGENCY RESPONDERS LEAVE

Regular Employees who are deployed during a declared state of emergency a leave with the Canadian Armed Forces, volunteer firefighter, auxiliary/reserve police, or member of a local search & rescue organization shall be granted a leave of absence without pay for the duration of said deployment. The Employee(s) will be eligible for continued coverage under the benefit plan as per Article 17. An Employee has the option to use banked time to cover their unpaid leave of absence.

20.17 SPECIAL LEAVE

Any Employee will be entitled to 1 day's leave without pay for legitimate and unavoidable personal reasons which include but shall not be limited to:

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

Where an Employee has banked overtime or EBP available, such leave may be deducted from the bank.

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

21.00 SIGN-UPS AND SPLIT SHIFTS

21.01 SIGN-UP

a) There shall be no fewer than 4 sign-ups, except where the Parties agree otherwise.

b) Employees will sign-up on the basis of classification seniority.

c) Where the Employer will change an Employee's "m" shift or "as directed" shift, the Employee will be given no less than 24 hours advance notice of such change, unless mutually agreed to.

d) If there is an Employee who is either on Income Continuance or on other assignments on the first day of the new shift schedule, and who will be returning to work during the life of the schedule, all Employees will sign two shift schedules: the first one will be without the Employee who will return, and the second one will be with that Employee. When the Employee returns, the second shift schedule will be implemented 1 week after the Employee returns.

Should there be more than one Employee off on the first day of the new shift schedule, this provision will only apply to the single most senior Employee.

21.02 SPLIT SHIFTS

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

21.03 TRAVEL TIME

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

21.04 VACATION SIGN-UP

Employees will sign up for Annual Vacation on a seniority basis within their classification.

22.00 UNIFORMS, FOOTWEAR AND CLEANING ALLOWANCE

22.01 UNIFORMS

BC Transit will supply suitable uniforms and outerwear for Transit Supervisors and Lead Transit Supervisors. New clothing will be chosen in consultation with the Labour Management Committee, or other delegate(s) as determined by the Union, considering safety, appropriateness to weather and working conditions, corporate and professional presentation, durability, maintenance and cost.

22.02 PROOF OF NEED

Such clothing will be replaced upon proof of need.

22.03 CLEANING ALLOWANCE

A cleaning allowance of $12.00 per pay period will be paid to each Transit Supervisor and Lead Transit Supervisors.

22.04 SHOE ALLOWANCE

A footwear allowance of $275.00 will be provided every year for Transit Supervisors and Lead Transit Supervisors.

23.00 BC TRANSIT PASS

During such time as the Employer continues to be responsible for operation of Victoria Regional Transit System, the following provisions shall apply:

23.01 ENTITLEMENT

All members of the Union shall be entitled to a yearly bus pass valid on the transit system in which they are employed. Additional transit passes will be provided to an Employee's eligible dependents upon request. Dependent bus passes are considered a taxable benefit.

23.02 ELIGIBILITY FOR A TRANSIT PASS UPON RETIREMENT

Employees who retire from the Employer's service and have completed 10 years of service are eligible to receive a transit pass and a transit pass for their spouse. In addition, Employees with 5 or more years of service who are medically proven to be totally disabled shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established. Bus passes for retired Employees and eligible spouses or dependents are only valid within the Victoria Regional Transit System as per BC Transit Policy. This pass is subject to Canada Revenue Agency taxation rules.

23.03 TERMINATION

Employees shall surrender their pass upon termination of employment.

23.04 FORCE AND EFFECT

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

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

CRA taxation rules apply to this Article.

24.00 JOB EVALUATION PROCESS AND PROCEDURE

BC Transit is the initiator of new job descriptions and will complete the evaluation and send to the Union for their records. All job classifications under the Union's jurisdiction shall be included in Appendix 'A'.

a) **New Job Classification**

i) A new job is defined as a position with duties and responsibilities that differ from an existing job and has a distinct job title.

ii) Any job classification within a section, the duties of which have not been performed by an Employee within that section during the previous 6 month period. Seasonal jobs agreed training jobs, and jobs which are part of a hierarchy within a section will not be considered as new job classifications under this definition.

b) **New Job Classification Review**

i) New jobs may be reviewed on or after 6 months of the position being filled, at the request of either party.

ii) The evaluation would follow the Job Evaluation Procedure as outlined in Section 24.02.

1) **Reclassification to a Higher Level**

If the new job is classified to a higher salary grade, the effective date of the increase will be retroactive to the date the Employee started in the new job. The Employee will retain the same step in the scale of the new pay grade.

2) **Reclassification to a Lower Level**

If the new job is classified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 11.01 Salaries.

24.01 JOB EVALUATION REVIEW OFFICERS

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

b) The Union Job Evaluation Review Officer may meet with People and Culture to review changes in duties and/or responsibilities in existing jobs which may have occurred.

c) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 24.04.

24.02 JOB EVALUATION REVIEW PROCEDURE

a) **Employee Requested Job Evaluation**

i) Job descriptions may be submitted for job evaluation no less than 18 months following the last evaluation unless there are material changes to the duties of the position.

ii) An Employee who requests a review of their position shall initiate the review process, in consultation with their Union Job Evaluation Review Officer, by submitting a Request for Classification Review form via email to the Joint Job Evaluation Committee.

1) Where more than one incumbent in the same area carries out the same tasks, one document and job description will be submitted for the group.

iii) The Employee and their Union Job Evaluation Review Officer will be provided with a copy of their current job description to be updated using available technology to record changes.

iv) The Employee and Union Job Evaluation Review Officer must meet with the Employee's supervisor and People and Culture to discuss the Employee's classification request and review the content of the proposed job description with a draft copy of the job description provided to the affected Employee.

v) If the current supervisor of the position being evaluated is acting or temporary, the supervisor whose base position it is must be included in the evaluation request process. If that person is unavailable, the next level manager will be required to approve any decision made.

vi) Within 20 working days after the Employee submits the documents to the supervisor, the supervisor shall submit the form and the finalized job description to the Joint Job Evaluation Committee via email.

vii) The Joint Job Evaluation Committee will be comprised of one People and Culture Employee and one Union Job Evaluation Review Officer. If either party requires further representatives it shall be by mutual agreement.

viii) The Joint Job Evaluation Committee will jointly review the request and evaluate the job description with the Job Evaluation Plan.

ix) The committee shall inform the Employee, the supervisor, and the Union of the results of the evaluation.

b) **Employer Requested Job Evaluation**

i) A supervisor may initiate a request for an evaluation of a position. Where there is an incumbent in the position, the supervisor will update the job description using available technology to record changes and review the changes to the position with the Employee.

ii) A final draft copy of the job description will be submitted with a Request for Classification Review form to the Joint Job Evaluation Committee.

iii) The Joint Job Evaluation Committee will jointly review the request and review the job description with the Job Evaluation Plan.

iv) The committee shall inform the Employee, the supervisor, and the Union of the results of the classification.

c) **Reclassification**

i) **Reclassification to a Higher Level**

If the position is reclassified to a higher salary grade, the effective date of the increase will be retroactive to the date the Request for Classification Review form was received by the Joint Job Evaluation Committee. Any salary increase will be processed in accordance to Article 11.05.

ii) **Reclassification to a Lower Level**

Where a job is reclassified to a lower salary grade than its existing classification, the incumbent(s)'s salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. See definition of Red-Circled under Article 11.01 Salaries.

24.03 STANDING ARBITRATOR

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

24.04 JOB EVALUATION APPEAL

a) If an Employee disagrees with the Joint Job Evaluation Committee's decision, the Employee shall have the right to appeal to the Joint Job Evaluation Committee. The Employee must file a classification appeal within 20 working days after receiving the written notification of the decision by completing the Appeal Form and submitting via email as outlined on the appeal form.

b) An Employee shall have the right to appear in person before the Joint Job Evaluation Committee and the panel and the member may call any person(s) to provide relevant clarification in order to arrive at a just decision.

c) The information contained in the Appeal form must clarify existing information submitted on the original request. The introduction of new information or changes to original information will not qualify for an appeal.

d) The Joint Job Evaluation Committee has 20 working days to evaluate the appeal and make a final recommendation.

e) Grievance Procedure

In accordance with Article 3.04 Arbitration any disputes arising from the Job Evaluation Review Process will be referred to an Arbitrator within 20 working days.

24.05 SALARY TREATMENT

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

25.00 BULLYING AND HARASSMENT/DISCRIMATION

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

Workplace Bullying and Harassment Defined

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

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

a) Discrimination-based Bullying and Harassment

Discrimination-based Bullying and Harassment is based on the grounds protected by the BC Human Rights Code (i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sexual orientation, gender identity or expression, or age of that person (if 19 or over), or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person).

Discrimination-based Bullying and Harassment also includes Sexual Harassment.

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

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

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

b) General Bullying and Harassment

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

c) Examples of Bullying and Harassment Conduct

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

- Verbal Abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of pornographic or offensive materials;
- Innuendoes or taunts;
- Threats or intimidation;
- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace bullying and harassment complaint;
- Harmful initiation or hazing practices;
- Vandalizing personal belongings;
- Cyber bullying and harassment
- Harassment is not:
- Any reasonable action taken by the Employer or supervisor relating to the management and direction of Employees in the workplace.
- Disagreements between Employees (worker to worker) that do not fall into the categories of bullying and harassment as noted above.

d) Informal Complaint Resolution Process

i) Filing a Complaint

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

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

ii) Investigation

The Company and the Union agree on a case-by-case basis, the Parties may try to resolve a harassment complaint informally without a full investigation.

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

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

Formal Discrimination-based Bullying and Harassment complaints involving either two CUPE members or a CUPE member and an exempt Employee or an Employee from another jurisdiction, will be investigated by a Joint Investigation Committee (JIC). The committee will appoint one representative selected by the Employer and one representative selected by the Union. The Union designate will ensure that the CUPE harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Company may appoint a neutral third party investigator and will involve a harassment investigator from each Union jurisdiction.

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

i) Be submitted in writing to People and Culture, and copied to the designated CUPE representative;

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

iii) It is the intention of the Union and the company that the investigation will commence in an expeditious manner.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained by both Parties.

Upon completion of the investigation the parties will prepare a joint report with the investigation's findings and overall recommendations. The complainant and the respondent will be advised of the findings and recommended actions, if appropriate, that result from the investigation. Such actions will be implemented as quickly as possible. Where there is a disagreement between the parties an independent harassment investigator may be retained to make final recommendations. The Company and the Union will share the cost for the investigator equally.

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

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

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

26.00 OCCUPATIONAL HEALTH & SAFETY

26.01 INTENT TO CONDUCT A SAFE OPERATION

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

26.02 FORUM FOR ADDRESSING SAFETY CONCERNS

a) The Union will appoint a Workplace Safety Advisor from among its members. The Advisor will be responsible for bringing the members' safety concerns to the attention of the Employer, working with the Employer toward expeditious resolution of safety issues, recommending new safety policies, and assisting in the development of such policies as appropriate.

b) The Workplace Safety Advisor, or delegate, will attend the Operations Department Safety meetings on behalf of the Union.

27.00 EMPLOYEE INDEMNITY AND LEGAL REPRESENTATION

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

a) punitive or aggravated damages;

b) the cost of legal representation arising from grievances under the Collective Agreement; or

c) acts or omissions which did not arise in the normal course of their employment with the Employer; or

d) acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the Employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence; or

e) any legal costs which are not covered by Article 27.01.

27.01 LEGAL REPRESENTATION

In situations covered by the indemnity set out in Article 27.00, the Employer shall be responsible for all costs associated with the defence of any Employee(s) in the following manner:

a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Article 27.01, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected Employee(s) in accordance with Article 27.01 b) below,

b) Any Employee(s) who intend to apply for legal services and advice pursuant to this Article must notify the Employer, in writing, within 3 working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the Employee(s) being denied the right of legal representation at the expense of the Employer.

c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any Employee(s) in breach of this Article 27.01 c).

d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any Employee(s).

e) Where, in any action arising out of, or from the same or directly related incident, and there are two or more Employees named as defendants, the Employer may limit the right to legal representation under this Article 27.01 by requiring that one solicitor be retained to represent the interests of all those Employees.

f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Article 27.01 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected Employee(s).

g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the Employee(s) and the Employer, or as between the interests of two or more Employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the Employee(s) where such conflict of interest exists by serving 7 working days written notice to the Union and the affected Employee(s). The Employer will not seek recovery of any costs incurred by them prior to any Employee(s) being notified of the conflict of interest.

h) If, at any time, the Employer has reasonable grounds to believe that:

    i) the Employee(s)' acts or omissions were not in the course of normal employment; or

    ii) the Employee(s)' acted in bad faith; or

    iii) the Employee(s)' acts or omissions amounted to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the Employee(s) had been previously made aware of, wilful violation of a lawful order, or gross negligence

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

Nothing in Article 27.00 and Article 27.01 shall be interpreted as limiting the Employer's right to discipline any CUPE Employee under the terms and conditions of the Collective Agreement.

APPENDIX 'A' - JOB CLASSIFICATIONS

Grade 9

Transit Operations Controller

Transit Supervisor

Grade 10

Lead Transit Operations Controller

Lead Transit Supervisor

MEMORANDUM OF AGREEMENT

Cost of Living Adjustments (COLA)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after January 1, 2025 and January 1, 2026, respectively, the "annualized average of BC CPI over 12 months" in Appendix 3 of the collective agreement means the *Latest 12 month Average (Index) % Change* reported by BC Stats in March for British Columbia for the 12 months starting at the beginning of March 2022 and March 2023, respectively, and concluding at the end of the following February (2023 and 2024, respectively). The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12 month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For certainty, the annualized average of BC CPI over 12 months from March 1, 2022 to February 28, 2023 was 7.1%.

Agreed to on this 23rd day of May 2024 in the City of Burnaby in the Province of British Columbia.

For the Union:

Chris Gindhu
President, CUPE Local 4500

Jassy Sandhu
Vice President, CUPE Local 4500

Tim Yeo
Union Representative, CUPE Local 4500

Justin Hitchborn
Union Representative, CUPE Local 4500

Prashant Chaube
Treasurer, CUPE Local 4500

Liam O'Neill
CUPE National Representative

Crystal Hill
CUPE National Representative

For the Employer:

Stephen Anderson
General Manager, Victoria Regional Transit BC Transit

Ranna Thompson Marshall
Manager, Labour Relations
BC Transit

James Boss
Manager, Systems Control and Supervision
BC Transit

Anna Rutherford
Labour Relations Administrative Specialist
BC Transit

LETTER OF UNDERSTANDING #1

(FORMERLY LETTER OF UNDERSTANDING #2)

SCOPE OF THE BARGAINING UNIT

If an exempt Supervisor(s) requests to be represented by CUPE Local 4500, and the Labour Relations Board finds that such Supervisor is an Employee under the Labour Relations Code and appropriately included in a certified bargaining unit, the Employer agrees that it will not argue that such Supervisor is more appropriately included in one of the other two bargaining units.

CUPE Local 4500 agrees that it will not initiate Unionization of any of the Employer's exempt staff.

Nothing in this Letter of Understanding prejudices the position of either Party concerning the exempt status of any individual nor the appropriateness of including such individual in any certified bargaining unit.

For BC Transit:	**For CUPE, Local 4500:**
Linda Burbidge	John Holt
Wendal Milne	Fraser Gatt
	Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING #2

(FORMERLY LETTER OF UNDERSTANDING #5)

REHABILITATION COMMITTEE

The Parties agree that CUPE Local 4500 will appoint a representative to participate in a joint Union/ management rehabilitation committee to promote the early and safe return to work for Employees who are off work due to illness and/or injury and to recommend related procedures.

It is recognized that other bargaining units may also appoint members in accordance with their collective agreements, and that rehabilitation consultants from insurance carriers or WCB may be invited to participate as resources to the committee.

For BC Transit:	**For CUPE, Local 4500:**
Linda Burbidge	John Holt
Wendal Milne	Fraser Gatt
	Dennis Somner

December 4, 2001

LETTER OF UNDERSTANDING# 3

(FORMERLY LETTER OF UNDERSTANDING #7)

DISTRIBUTION OF OVERTIME

When a piece of work becomes available for overtime, it shall be offered as a single piece of work. Should no Employee accept the single piece of work, it may be broken into pieces to ensure there is sufficient coverage and that the overtime is filled.

For the purpose of assigning overtime, a scheduled work day shall be defined as a calendar day in which the start of the Employee's regular shift falls.

Notwithstanding any other Article, all Employees shall have a rest period of 8 consecutive hours in a rolling 24 hour period.

Overtime shall first be offered to Employees such that it will not interfere with an Employee's ability to adhere to the required 8-hour rest period as noted above.

Overtime will be offered in order of seniority for Employees within a classification.

a) If more than 4 hours of overtime are required, these hours will be offered in the following order:

   i) Full time Employees on days off

   ii) Full time Employees on a scheduled work day

   iii) Acting Employees on days off (in order of date of hire)

   iv) Acting Employees on scheduled work day (in order of date of hire)

b) If 4 hours or less hours of overtime are required, these hours will be offered in the following order:

   i) Full time Employee on a scheduled work day.

   ii) Full time Employee on days off

   iii) Acting Employee on a scheduled work day. (in order of date of hire)

   iv) Acting Employee on days off (in order of date of hire)

For a) and b) above, a message will be left at the Day Off Employee's designated phone number, the overtime will be held for 15 minutes until moving on to the next day off Employee in order of seniority.

c) Overtime may be assigned out of seniority for the following reasons:

   i) Emergencies that need to be covered immediately where assigning by seniority would create undue hazard and/or risk to health and safety of Employees or the public.

   ii) Employee involved in an investigation.

   iii) Employee involved in a Special Duty

The Union will be notified immediately of any overtime assigned out of seniority pursuant to this article.

By mutual agreement between CUPE 4500 and BC Transit, overtime for Special Events may be assigned outside of seniority to the Employee assigned to manage the event.

For the Union:



Chris Gindhu
President, CUPE Local 4500

MAY 2 3 2024

Date

For the Employer:



Stephen Anderson
General Manager, Victoria Regional Transit System

MAY 2 3 2024

Date

LETTER OF UNDERSTANDING #4

(FORMERLY LETTER OF UNDERSTANDING #8)

EARLY RETIREMENT/ IC "TOP-UP"

BC Transit and CUPE 4500 agree to meet within 90 days of ratification of the collective agreement to discuss the following proposal by CUPE 4500 made on May 21, 2013:

Early Retirement/IC "Top-Up"

The Parties agree to establish a voluntary early retirement/long-term disability "top-up" program to provide a monetary incentive for those who are totally disabled and who are 60 years of age or older. The source of these funds will be the CUPE/IC reserves.

The program will be designed, implemented and monitored by the Trustees of the BC Transit Health and Benefit Trust. The intent of the program is to provide long term efficiencies for the CUPE 4500 Long term Disability Plan.

For BC Transit:	**For CUPE, Local 4500:**
Leanne Wick	Rob Woods
Marne Jensen	Gord Dieno
Stephen Anderson	Neil Henderson
Mason McIntyre	Shawn Waters
	Don Devine

May 24, 2013

LETTER OF UNDERSTANDING #5

(FORMERLY LETTER OF UNDERSTANDING #9)

TEMPORARY PROMOTIONS OUTSIDE THE BARGAINING UNIT

The following provisions will govern temporary promotions of Employees into Exempt positions:

1) The Employer agrees to consult with the Union prior to temporarily promoting a member of the bargaining unit.
2) An Employee who is offered and accepts a temporary promotion shall retain their seniority.
3) If a temporary promotion is expected to consist of more than 50% of the next sign-up period, the temporarily promoted Employee shall be taken off the shift sign-up sheet.
4) Should the temporarily promoted Employee return to the end of the current sign-up period, they will return to the vacant shift until the next sign-up sheet.

For BC Transit:	**For CUPE, Local 4500:**
Leanne Wick	Rob Woods
Marne Jensen	Gord Dieno
Stephen Anderson	Neil Henderson
Mason McIntyre	Shawn Waters
	Don Devine

May 24, 2013

LETTER OF UNDERSTANDING #6

(FORMERLY LETTER OF UNDERSTANDING #10)

ACTING POOLS

The purpose of this LOU refers to acting pools in the following groups: Acting Lead Transit Supervisor, Acting Transit Supervisor, Acting Lead Transit Operations Controller and Acting Transit Operations Controller positions.

The intent of the Acting Pools is to provide relief for Full Time Transit Employees and to train Employees for future full-time opportunities.

Acting Pools

1) The four Acting Pools shall consist of Lead Transit Supervisors, Transit Supervisors, Lead Transit Operations Controllers and Transit Operations Controllers. Acting positions shall be posted for a period of 2 years, at which time the term will expire. Acting Employees whose term has expired may reapply for another 2 year term.

Acting Employee Shift Assignments

2) The Employer will attempt to assign Acting Employees to cover all known vacancies. Available assignments shall be offered to Acting Employees whose base position is with CUPE 4500 prior to being offered to other Acting Employees. A minimum of 8 hours notice shall be given prior to an Acting Employee commencing a shift.

Acting Pool Vacancies

3) All vacancies for the Acting Pools shall be posted internally and the Employer will determine the successful candidate(s). A member of CUPE 4500 will participate in the interview process as a Subject Matter Expert.

Performance Appraisals for Acting Employees.

4) The Employer will meet with Acting Employees quarterly to provide feedback on their performance as Acting Employees. The Employer will provide Acting Employees with a formal, written, performance appraisal annually. If at the time the Employer determines that an Acting Employee does not perform to an acceptable level, they may be removed from the Acting Employees pool and placed back into their regular position.

   Prior to the imposition of any discipline that may result in an Acting Employee losing their position or renewal as an Acting Employee due to poor performance, the Employer will meet with the Employee and Union Representative regarding the poor performance. Upon written request from the Employee, the Employer will provide the Union with copies of the performance appraisals.

5) Permanent positions shall be awarded based on merit, with preference given to members in acting pools of each classification. A member of CUPE 4500 will participate in the interviewing processes as a Subject Matter Expert. The Employer shall have the right to make the final selection.

   Acting CUPE members who are hired as a full-time Permanent CUPE positions shall have each period of temporary assignments as an Acting Employee accumulated for the purposes of determining placement in the salary range and eligibility for progression increases.

For the Union:

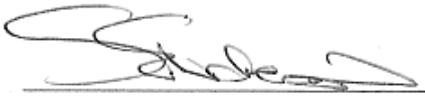


Chris Gindhu,
President, CUPE Local 4500

APR 0 9 2024

Date

For the Employer:



Stephen Anderson
General Manager, Victoria Regional Transit System

APR 0 9 2024

Date

LETTER OF UNDERSTANDING #7

AUXILIARY TRANSIT SUPERVISORS

This LOU refers to temporary Employees in Article 1.06 of the collective agreement. Auxiliary Transit Supervisors shall only fill shifts where regular full-time or acting Transit Supervisors are unavailable in the Transit Supervisor group. At no point shall the Employer create any other auxiliary positions and shall be limited to one Auxiliary Transit Supervisor.

Auxiliary Transit Supervisors shall only be used to cover work that cannot be filled by a full-time Transit Supervisor or an Acting Transit Supervisor as defined in LOU #6.

Auxiliary Transit Supervisor

1) All vacancies for the Auxiliary Transit Supervisors shall only be filled by external applicants and the Employer will determine the successful candidate. A member of CUPE 4500 will participate in the interview process as a Subject Matter Expert. Auxiliary Transit Supervisors shall only be hired on a 1 year term and shall not be renewed or extended unless mutually agreed by the Employer and Union.

   Auxiliary Transit Supervisors shall be paid a rate based on the appropriate step on the salary scale.

   Auxiliary Transit Supervisors shall not be entitled to any benefits provided in this Agreement shall be paid an additional 20.14% of their base rate in lieu of benefits.

   Utilization of Auxiliary Transit Supervisors shall not result in the displacement of regular Employees or acting Employees. Utilization of Auxiliary Transit Supervisors shall not result in the failure to recall regular Employees on lay-off, or a reduction in regular full-time bargaining unit positions.

   Upon hire the Auxiliary Transit Supervisor shall authorize the Employer to deduct the equivalent of CUPE Union dues, and the Employer shall remit such dues to the Union.

Performance Reviews for Auxiliary Transit Supervisor Employees.

2) Upon the successful completion of probation, the Employer will meet with the Auxiliary Transit Supervisor as per the annual performance review cycle to provide feedback on their performance. The Employer will provide the Auxiliary Transit Supervisor with a formal, written, performance review prior to the end of their term. If at the time the Employer determines that the Auxiliary Transit Supervisor has not performed at an acceptable level and is deemed unsuitable for continued employment they may be terminated.

Applying for Internal Postings.

3) At no time shall an Auxiliary Transit Supervisor be hired as an Acting Employee as defined in Letter of Understanding #6.

For the Union:

Rob Woods
President
CUPE Local 4500

Jan 13 2021
Date

For the Employer:

Greg Conner
Vice President, People and Culture
and Corporate Secretary

13 Jan 2021
Date

LETTER OF UNDERSTANDING #8

COMPRESSED WORK WEEK

Over the duration of the collective agreement, the Employer agrees to explore opportunities for compressed work week schedules for Transit Supervision, and will consult with the Union ahead of quarterly shift sign-ups (or otherwise, as the case may be).

For the Union:

Chris Gindhu
President, CUPE Local 4500

APR 17 2024
Date

For the Employer:

Stephen Anderson
General Manager, Victoria Regional Transit System

APR 17 2024
Date

LETTER OF UNDERSTANDING #9

SALARY PROGRESSION FOR ACTING EMPLOYEES

Notwithstanding any other provisions of the Collective Agreement, the purpose of this LOU refers to the application of salary progression in the CUPE salary scale for Acting Employees whose base position is outside of CUPE.

The Union and Employer have agreed that CUPE Actors will progress along the CUPE wage scale based on hours worked. This aligns with LOU #6 Acting Pools. The timelines for applying increases, currently outlined in months in article 11.03, will be converted to hours for the purpose of calculating increases for Acting Employees. As a result, the date of appointment or promotion for the purpose of applying step increases will be adjusted based on hours worked and any step increases received.

Should an Acting Employee be successful in a full-time regular position, for the role they were acting in, their placement on the salary scale will be reflective of hours worked and any step increases received as an Actor. Should Employees have Acting hours that have not been previously applied to a step increase, they will have the hours applied to their future step increase as a regular Employee. As a result, the Employees annual increase date (date of appointment or promotion) will be adjusted according to the application of Acting hours to future salary progression.

As Actors do not work full-time hours consecutively, their progression will be based on hours worked, as outlined below.

- 6 months of service: 1044 hours
- 12 months of service: 2087 hours

Length of Service Years	**Equivalent Service in Hours**	**Applicable step increase**
Starting Rate	0	Step 0
6 months	1044	Step 1
12 months (1 year)	2087	Step 2
2 years	4174	Step 3
3 years	6261	Step 4
4 years	8348	Step 5
5 years	10,435	Step 6
6 years	12,522	Step 7

For the Union:

Chris Gindhu
President, CUPE Local 4500

APR 1 0 2024

Date

For the Employer:

Stephen Anderson
General Manager, Victoria Regional Transit System

APR 1 0 2024

Date

LETTER OF UNDERSTANDING #10

SIGN-UP PROCEDURE FOR ANNUAL VACATION, BANKED STATUTORY HOLIDAY TIME, E.B.P. TIME, BANKED OVERTIME, AND DISCRETIONARY TIME

The parties agree, on a trial basis for the term of this Collective Agreement, to the following procedure with respect to the sign-up of annual vacation, banked statutory holiday time, E.B.P. time bank, banked overtime, and discretionary time pursuant to the Collective Agreement. This Letter of Understanding will expire at the end of the term of this Agreement.

Annual Vacation Sign-Up

Annual vacation sign-up will be administered by a Union representative or their designate and will occur once every calendar year no later than October 31st for the following calendar year. During this sign-up, Employees will:

a) select full weeks they wish to take off in seniority order first with their AV entitlement;
b) followed in the same manner by banked statutory holiday time;
c) then E.B.P. time bank;
d) then banked overtime.

Should slots remain open after the initial sign-up, Employees may then request broken vacations as per Article 14.04.

If all vacation slots for a given day are filled, Article 8.02 Discretionary Time Off applies.

Discretionary Time Off Requests

Employees may submit requests for discretionary time off the day immediately following the completion of the quarterly shift sign-up (or otherwise, as the case may be within that quarter). All requests submitted on the day immediately following the completion of the quarterly shift sign-up will be administered in seniority order, while requests submitted afterward will be administered on a first-come, first-served basis.

For the Union:

Chris Gindhu
President, CUPE Local 4500

APR 11 2024
Date

For the Employer:

Stephen Anderson
General Manager, Victoria Regional Transit System

APR 11 2024
Date

LETTER OF UNDERSTANDING #11

WELLNESS PAYMENT

In recognition of the Employer's commitment to Employee wellness, a one-time taxable, non-pensionable, lump sum wellness payment of $2,000 will be provided to each full-time regular Employee in the bargaining unit as of the date of ratification. The payment will be made within 60 days of the ratification of the new Collective Agreement.

The payment will be based on the substantive bargaining unit position occupied by the Employee on the date that the collective agreement is ratified.

The lump sum payment does not apply to an Employee who is on an acting assignment in the bargaining unit.

For the Union:

Chris Gindhu
President, CUPE Local 4500

MAY 2 3 2024

Date

For the Employer:

Stephen Anderson
General Manager, Victoria Regional Transit System

MAY 2 3 2024

Date