

# AGREEMENT

Between:

**COAST MOUNTAIN BUS COMPANY**



and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, Local 378**



Effective Date 2004-04-01  
Expiry Date 2007-03-31

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AGREEMENT

THIS AGREEMENT

made between:

COAST MOUNTAIN BUS COMPANY LTD.

*(hereinafter called the "Employer")*

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
UNION, LOCAL 378

*(hereinafter called the "Union")*

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Employer and the Union for the period commencing 2004-04-01, and ending 2007-03-31, and thereafter until terminated as follows:
2. Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:  
  
Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:  
  
Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean COPE Local 378 members employed by the Employer and covered by the certificate referred to in Section 1.01 of this Agreement.
6. Joint Standing Committees:  
  
Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" mean "working days"; reference to "years" mean "calendar years" unless otherwise specified in this Agreement.

## Article 1. Recognition Clauses

1.01 This Agreement shall apply to and be binding upon all employees of the Employer described in a variation to a Certification issued to the Union on the 6 November, 1985 and which includes those employees "employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time." Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

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

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

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

The Employer will not charge the Union, for salaries of employees excused from work on Union business by arrangement with the Employer's Labour Relations Department, where such time is one (1) day or less, or where it involves joint Union-Management committees or government sponsored conferences; for example, Labour-Management conferences.

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

- 1.05 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Employer. On conclusion of such leave of absence employees will return to the position they previously held with the Employer.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for members appointed or elected to positions with the Office & Professional Employees' International Union.
- (c) For those filling elected positions in the Office & Professional Employees' International Union, the leave of absence will be reviewed every two (2) years. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- (d) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
- (e) The Employer will provide a union bulletin board in a suitable location in each workplace.
- 1.06 (a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- (b) The Employer will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.

1.07 Employee Definitions

(a) Full-Time Regular

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to three (3) months as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

(b) Part-Time Regular

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. By agreement with the Union, the Employer may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will

participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

(c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. Services of temporary staff employees may be terminated by giving or receiving twenty-four hours notice.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension Plan. However, should a vacation relief employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight-time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(d) Casuals

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be paid 21.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.



## Article 2. Union Security and Deduction of Dues

- 2.01 (a) The Employer agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Employer, whichever event shall later occur, as a condition of continued employment by the Employer become and remain members of the Union and that the Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (b) The Employer will supply the Union, on request but not more often than twice a year, with a listing of COPE employees showing social insurance number, name, gender, job title, job group, division, department and work location in the order requested, in compliance with the *Freedom of Information and Protection of Privacy Act*.
- The Parties agree to refer the above clause to the Information Committee.
- (c) The Employer will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.

### 2.02 Policies and Procedures

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

### 2.03 Labour-Management Cooperation

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

### 2.04 Liaison Committee Meetings

Liaison Committee Meetings shall be held at mutually convenient times and locations for discussions of matters of mutual interest, and shall be attended by senior representatives appointed by each Party.

- 2.05 Neither Coast Mountain Bus Company Ltd. nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with Coast Mountain Bus Company Ltd. or its representatives which conflicts with the terms of this Agreement. It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

## Article 3. Grievance Procedure

### 3.01 Definition

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

### 3.02 Union 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 Employer's Labour Relations Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Section 3.03 below.

### 3.03 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

#### (a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty (20) working days from the date of the action on the part of the Employer or the date the employee was advised of the action which led to the complaint, dispute or misunderstanding.

#### (b) Employee Grievances – Stage I

An employee or his/her Job Steward may grieve an action on the part of the Employer in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

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

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Employer's Labour Relations Department and it shall be discussed with the employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Employer's decision on the grievance shall be given in writing to the employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Employer's Labour Relations Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his/her nominee, and Labour Relations within twenty (20) working days of the Employer's decision at Stage I.

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

A hearing for Stage II grievances must be held within ten (10) working days of receipt of the Union's referral of the grievance to Stage II. A written decision shall be given to the Union no later than ten (10) working days from the date the grievance was discussed at Stage II.

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

(d) Stage III – Arbitration

(i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

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

(ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.

- (iii) Where the Arbitrator determines that an employee has been dismissed, suspended, or otherwise disciplined by the Employer for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Labour Relations Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
  - (a) Direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, the case may be, is fair and reasonable or;
  - (b) Make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. J. Weiler, or a substitute agreed to by the Parties shall at the request of either Party:

- (i) Investigate the difference;
- (ii) Define the issue in the difference; and
- (iii) Make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. This provision may be implemented at the discretion of either Party during or after Stage I.

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

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

3.06 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section 3.02. By mutual agreement of the Employer and the Union any other grievance may begin at Stage II.

### 3.07 Expedited Arbitration

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

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be Emily Burke, Joan Gordon, David McPhillips, and Leon Getz.
3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03(d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
  - (a) A brief or pertinent documents will be jointly presented to the arbitrator.
  - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
  - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
  - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
  - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
  - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.

- (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
  - (h) Arguments will be presented only to the points in issue.
8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be shared equally by the Parties.
  9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
  10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
  11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
  12. The Parties shall share equally the fees and expenses of the arbitrator.
  13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

## **Article 4. Salary Scales and Allowances**

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

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

Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.

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

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

**COPE SALARY SCALES AS OF APRIL 1, 2004**

<b>Group</b>	<b>Min</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
<b>1</b>	<b>2,028</b>	12.4373	<b>2,122</b>	13.0138	<b>2,189</b>	13.4247	<b>2,255</b>	13.8294	<b>2,345</b>	14.3814	<b>2,437</b>	14.9456
<b>2</b>	<b>2,214</b>	13.5780	<b>2,317</b>	14.2097	<b>2,389</b>	14.6512	<b>2,461</b>	15.0928	<b>2,562</b>	15.7122	<b>2,662</b>	16.3255
<b>3</b>	<b>2,417</b>	14.8229	<b>2,524</b>	15.4791	<b>2,607</b>	15.9882	<b>2,690</b>	16.4972	<b>2,795</b>	17.1411	<b>2,902</b>	17.7973
<b>4</b>	<b>2,639</b>	16.1844	<b>2,760</b>	16.9265	<b>2,844</b>	17.4416	<b>2,937</b>	18.0120	<b>3,052</b>	18.7173	<b>3,169</b>	19.4348
<b>5</b>	<b>2,877</b>	17.6440	<b>3,009</b>	18.4535	<b>3,108</b>	19.0607	<b>3,202</b>	19.6372	<b>3,326</b>	20.3976	<b>3,461</b>	21.2256
<b>6</b>	<b>3,146</b>	19.2937	<b>3,284</b>	20.1401	<b>3,392</b>	20.8024	<b>3,495</b>	21.4341	<b>3,635</b>	22.2927	<b>3,776</b>	23.1574
<b>7</b>	<b>3,434</b>	21.0600	<b>3,585</b>	21.9860	<b>3,698</b>	22.6790	<b>3,816</b>	23.4027	<b>3,965</b>	24.3165	<b>4,120</b>	25.2671
<b>8</b>	<b>3,748</b>	22.9857	<b>3,913</b>	23.9976	<b>4,038</b>	24.7642	<b>4,159</b>	25.5062	<b>4,330</b>	26.5550	<b>4,501</b>	27.6037
<b>9</b>	<b>4,086</b>	25.0586	<b>4,269</b>	26.1809	<b>4,406</b>	27.0210	<b>4,545</b>	27.8735	<b>4,724</b>	28.9713	<b>4,912</b>	30.1242
<b>10</b>	<b>4,463</b>	27.3706	<b>4,662</b>	28.5910	<b>4,812</b>	29.5110	<b>4,959</b>	30.4125	<b>5,153</b>	31.6022	<b>5,358</b>	32.8595
<b>11</b>	<b>4,869</b>	29.8605	<b>5,088</b>	31.2036	<b>5,254</b>	32.2216	<b>5,415</b>	33.2090	<b>5,631</b>	34.5337	<b>5,854</b>	35.9013
<b>12</b>	<b>5,317</b>	32.6080	<b>5,558</b>	34.0860	<b>5,737</b>	35.1838	<b>5,909</b>	36.2386	<b>6,143</b>	37.6737	<b>6,385</b>	39.1578

**Non Office**

<b>Kitchen Assistant</b>	<b>2,662</b>	16.3255										
<b>Short Order Cook</b>	<b>2,529</b>	15.5098	<b>2,768</b>	16.9755	<b>2,902</b>	17.7973						
<b>Cook</b>	<b>2,749</b>	16.8590	<b>2,997</b>	18.3800	<b>3,162</b>	19.3919						
<b>Cafeteria Work Leader</b>	<b>3,022</b>	18.5333	<b>3,247</b>	19.9131	<b>3,447</b>	21.1397						
<b>Farebox Attendant</b>	<b>2,677</b>	16.4175	<b>2,764</b>	16.9510	<b>2,866</b>	17.5766						
<b>Farebox Receipt Attendant</b>	<b>2,711</b>	16.6260	<b>2,799</b>	17.1657	<b>2,902</b>	17.7973						
<b>Traffic Checker</b>	<b>2,711</b>	16.6260	<b>2,831</b>	17.3619	<b>2,973</b>	18.2328	<b>3,104</b>	19.0362	<b>3,240</b>	19.8702		
<b>Mail Truck Driver</b>	<b>2,417</b>	14.8229	<b>2,524</b>	15.4791	<b>2,607</b>	15.9882	<b>2,690</b>	16.4972	<b>2,795</b>	17.1411	<b>2,902</b>	17.7973



**COPE SALARY SCALES AS OF APRIL 1, 2005**

<b>Group</b>	<b>Minimum</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
<b>1</b>	<b>2,084</b>	12.7807	<b>2,180</b>	13.3695	<b>2,249</b>	13.7926	<b>2,317</b>	14.2097	<b>2,409</b>	14.7739	<b>2,504</b>	15.3565
<b>2</b>	<b>2,275</b>	13.9521	<b>2,381</b>	14.6022	<b>2,455</b>	15.0560	<b>2,529</b>	15.5098	<b>2,632</b>	16.1415	<b>2,735</b>	16.7732
<b>3</b>	<b>2,483</b>	15.2277	<b>2,593</b>	15.9023	<b>2,679</b>	16.4297	<b>2,764</b>	16.9510	<b>2,872</b>	17.6134	<b>2,982</b>	18.2880
<b>4</b>	<b>2,712</b>	16.6321	<b>2,836</b>	17.3926	<b>2,922</b>	17.9200	<b>3,018</b>	18.5087	<b>3,136</b>	19.2324	<b>3,256</b>	19.9683
<b>5</b>	<b>2,956</b>	18.1285	<b>3,092</b>	18.9626	<b>3,193</b>	19.5820	<b>3,290</b>	20.1769	<b>3,417</b>	20.9557	<b>3,556</b>	21.8082
<b>6</b>	<b>3,233</b>	19.8273	<b>3,374</b>	20.6920	<b>3,485</b>	21.3727	<b>3,591</b>	22.0228	<b>3,735</b>	22.9059	<b>3,880</b>	23.7952
<b>7</b>	<b>3,528</b>	21.6365	<b>3,684</b>	22.5932	<b>3,800</b>	23.3046	<b>3,921</b>	24.0466	<b>4,074</b>	24.9850	<b>4,233</b>	25.9601
<b>8</b>	<b>3,851</b>	23.6173	<b>4,021</b>	24.6599	<b>4,149</b>	25.4449	<b>4,273</b>	26.2054	<b>4,449</b>	27.2848	<b>4,625</b>	28.3641
<b>9</b>	<b>4,198</b>	25.7454	<b>4,386</b>	26.8984	<b>4,527</b>	27.7631	<b>4,670</b>	28.6401	<b>4,854</b>	29.7685	<b>5,047</b>	30.9522
<b>10</b>	<b>4,586</b>	28.1249	<b>4,790</b>	29.3760	<b>4,944</b>	30.3205	<b>5,095</b>	31.2465	<b>5,295</b>	32.4731	<b>5,505</b>	33.7610
<b>11</b>	<b>5,003</b>	30.6823	<b>5,228</b>	32.0622	<b>5,398</b>	33.1048	<b>5,564</b>	34.1228	<b>5,786</b>	35.4843	<b>6,015</b>	36.8887
<b>12</b>	<b>5,463</b>	33.5034	<b>5,711</b>	35.0243	<b>5,895</b>	36.1528	<b>6,071</b>	37.2321	<b>6,312</b>	38.7101	<b>6,561</b>	40.2372

**Non Office**

<b>Kitchen Assistant</b>	<b>2,735</b>	16.7732										
<b>Short Order Cook</b>	<b>2,599</b>	15.9391	<b>2,844</b>	17.4416	<b>2,982</b>	18.2880						
<b>Cook</b>	<b>2,825</b>	17.3251	<b>3,079</b>	18.8828	<b>3,249</b>	19.9254						
<b>Cafeteria Work Leader</b>	<b>3,105</b>	19.0423	<b>3,336</b>	20.4590	<b>3,542</b>	21.7223						
<b>FareboxAttendant</b>	<b>2,751</b>	16.8713	<b>2,840</b>	17.4171	<b>2,945</b>	18.0610						
<b>Farebox Receipt Attendant</b>	<b>2,786</b>	17.0859	<b>2,876</b>	17.6379	<b>2,982</b>	18.2880						
<b>Traffic Checker</b>	<b>2,786</b>	17.0859	<b>2,909</b>	17.8403	<b>3,055</b>	18.7357	<b>3,189</b>	19.5574	<b>3,329</b>	20.4160		
<b>Mail Truck Driver</b>	<b>2,483</b>	15.2277	<b>2,593</b>	15.9023	<b>2,679</b>	16.4297	<b>2,764</b>	16.9510	<b>2,872</b>	17.6134	<b>2,982</b>	18.2880

**COPE SALARY SCALES AS OF APRIL 1, 2006**

<b>Group</b>	<b>Minimum</b>		<b>Step 1</b>		<b>Step 2</b>		<b>Step 3</b>		<b>Step 4</b>		<b>Step 5</b>	
<b>1</b>	2,136	13.0996	2,235	13.7068	2,305	14.1361	2,375	14.5654	2,469	15.1418	2,567	15.7429
<b>2</b>	2,332	14.3017	2,441	14.9701	2,516	15.4301	2,592	15.8962	2,698	16.5462	2,803	17.1902
<b>3</b>	2,545	15.6079	2,658	16.3009	2,746	16.8406	2,833	17.3742	2,944	18.0549	3,057	18.7479
<b>4</b>	2,780	17.0491	2,907	17.8280	2,995	18.3677	3,093	18.9687	3,214	19.7108	3,337	20.4651
<b>5</b>	3,030	18.5823	3,169	19.4348	3,273	20.0726	3,372	20.6797	3,502	21.4770	3,645	22.3540
<b>6</b>	3,314	20.3240	3,458	21.2072	3,572	21.9063	3,681	22.5748	3,828	23.4763	3,977	24.3901
<b>7</b>	3,616	22.1761	3,776	23.1574	3,895	23.8872	4,019	24.6477	4,176	25.6105	4,339	26.6101
<b>8</b>	3,947	24.2061	4,122	25.2793	4,253	26.0827	4,380	26.8616	4,560	27.9655	4,741	29.0755
<b>9</b>	4,303	26.3894	4,496	27.5730	4,640	28.4561	4,787	29.3576	4,975	30.5106	5,173	31.7249
<b>10</b>	4,701	28.8302	4,910	30.1120	5,068	31.0809	5,222	32.0254	5,427	33.2826	5,643	34.6073
<b>11</b>	5,128	31.4489	5,359	32.8656	5,533	33.9327	5,703	34.9753	5,931	36.3735	6,165	37.8086
<b>12</b>	5,600	34.3436	5,854	35.9013	6,042	37.0543	6,223	38.1643	6,470	39.6791	6,725	41.2430

**Non Office**

<b>Kitchen Assistant</b>	2,803	17.1902										
<b>Short Order Cook</b>	2,664	16.3377	2,915	17.8771	3,057	18.7479						
<b>Cook</b>	2,896	17.7605	3,156	19.3551	3,330	20.4222						
<b>Cafeteria Work Leader</b>	3,183	19.5206	3,419	20.9680	3,631	22.2681						
<b>Farebox Attendant</b>	2,820	17.2944	2,911	17.8525	3,019	18.5149						
<b>Farebox Receipt Attendant</b>	2,856	17.5152	2,948	18.0794	3,057	18.7479						
<b>Traffic Checker</b>	2,856	17.5152	2,982	18.2880	3,131	19.2017	3,269	20.0481	3,412	20.9251		
<b>Mail Truck Driver</b>	2,545	15.6079	2,658	16.3009	2,746	16.8406	2,833	17.3742	2,944	18.0549	3,057	18.7479

**4.02 Trade Differentials**

Employees whose pay is determined by a differential over and above the pay of members of other unions with whom they work or by the contract provisions of other unions, shall be paid the greater of either the amount of the floor-rate or the amount that the salary range for their job group would provide after application of general increases and applicable length-of-service increases, in accordance with Subsection 4.04(f) below.

The following jobs shall involve pay differentials as defined above. The list of jobs and the relevant floor-rate are subject to change by mutual agreement between the Employer and the Union. The appropriate floor-rate and conditions related thereto shall be negotiated and set out on trade differential sheets.

Instructor  
Chief Instructor

#### 4.03 Traffic Checker Premium

An employee experienced in traffic checking who trains a new checker shall receive a bonus of \$1.30 for each day when that training is for more than one-half a shift.

#### 4.04 Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's appropriate Human Resources and Labour Relations representatives.
- (b) Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an employee while he/she is on sick leave. After returning to work the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
  - (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
  - (ii) New employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
  - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Section 7.05, and will have their length of service date adjusted to reflect their date of promotion.

- (f) An employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect leave without pay, whenever such leave exceeds three (3) months except for maternity leave.

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

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

An employee who is promoted from one salary group to another will receive an increase of five percent (5%) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (12) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

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

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.05(a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

#### 4.05 First Aid Premium

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

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates as per (i) below. When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance.

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

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$ .30 per hour	\$ 48.92 per month
Level 2	.75 per hour	122.29 per month
Level 3	.90 per hour	146.75 per month

- (ii) Non-designated Employees authorized to receive First Aid Allowances.

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1 – 2 years	\$ .21 per hour	\$ 34.24 per month
Level 2 – 2 years	.24 per hour	39.13 per month

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

#### 4.06 Training Premium

In classroom training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

#### 4.07 Second Language Premium

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

## Article 5. Job Descriptions and Evaluations

### 5.01 Establishment of Job Evaluation System

- (a) It is the intent of this Article that all jobs will be evaluated consistently and equitably relative to each other by use of the Coast Mountain Bus Company Ltd./COPE Gender Neutral Job Evaluation Manual.
- (b) Job evaluations and grouping of jobs established under the Coast Mountain Bus Company Ltd./COPE Gender Neutral Job Evaluation Plan shall be changed only through application of that plan, and related procedures as set out in this Article.

### 5.02 New Job Classifications

A new job classification is defined for the purpose of this section as:

- (a) A newly created job classification which has not previously existed, or
- (b) Any job classification within a section, the duties of which have not been performed by an employee within that section during the previous six (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.

### 5.03 Job Description and Evaluation Procedure

- (a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix B. Appendix B will be updated every six (6) months by the Human Resources Department, and forwarded to the Union Office.
- (b) The Union will receive a copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may contact Human Resources to discuss any problems or to obtain information related to jobs under review. Jobs may be appealed by the Union if a joint review has been completed and no agreement can be reached on the evaluation.
- (c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary to one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
- (d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment of grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of all job factors will be done using the factor and level definitions outlined in the Plan.
- (e) Job descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the

representative group of affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initialing indicates that the person has read the description and does not necessarily indicate agreement with the content or evaluation of the job description.

- (f) Existing job descriptions may be changed or revised by the Employer subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03(c).
- (g) All job descriptions will be evaluated by the Human Resources Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Employer will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level as the jobs to which it is providing direction, the Employer will increase the job content of the work leader position so as to ensure at least one group differential.

#### 5.04 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint four (4) Job Evaluation Review Officers. 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 Review Officers.
- (b) 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 5.07.
- (c) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.

#### 5.05 Job Evaluation Review Procedure

- (a) Step One

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

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

(b) Step Two

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

5.06 Standing Arbitrator

The Parties agree to employ and share all costs of the named individual, chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Section 5.07 through the application of the Employer's Job Evaluation Plan.

5.07 Job Evaluation Appeal

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

In such instances, Job Evaluation Review Officers will submit their findings, (i.e., joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the Manager, Human Resources. The Arbitrator shall proceed as soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Employer and applying the Employer's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

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

In the event an employee initiates an appeal within twenty (20) working days following a review by the Employer, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.



## Article 6. Seniority

6.01 All employees of the Employer as of 6 November, 1985 shall have their accumulated seniority as total continuous elapsed time as an employee of the Employer and its predecessors in a job category under COPE jurisdiction.

All employees hired subsequent to 6 November, 1985 shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under COPE jurisdiction.

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

(a) Full-time temporary employees who obtain regular status shall have their seniority dated from their last Employer entered service date as full-time temporary employees.

(b) Casual employees who obtain regular status will be granted seniority based on all hours worked (excluding overtime) for the 12 month period immediately prior to the date on which they obtain regular status.

(c) When two or more Full-Time Temporary employees are being considered for a vacancy posted pursuant to Section 7.11 of this Collective Agreement, Sub-Section 7.11(d) will apply to these employees and they will be considered to have seniority dated from their last Employer service date as a full-time temporary employee for the sole purpose of filling these postings.

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

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

6.04 An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.

Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Section 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one (1) year from the date that the employee is required to withdraw from the Union under this provision.

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

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

- 6.06 (a) An employee who is on the recall list shall retain his/her past seniority plus continue to accrue seniority while on that list.
- (b) Seniority accrued while on the recall list will not be considered in determining Employer service.
- 6.07 Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.

## Article 7. Employment, Transfer and Termination

### 7.01 New Employees

All new employees entering the Employer in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 489 hours actually worked excluding overtime. This period may be extended for up to an additional 489 hours actually worked (excluding overtime) by mutual agreement between the Employer and the Union. The Employer will endeavour to advise the probationary employee 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 the previous sentence 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. It is understood that hours actually worked as a casual employee will only be credited toward the probationary period in a regular position if the time worked as a casual is in the same job classification as the regular position.

### 7.02 Hiring Rates

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

### 7.03 Employee Listing

The Employer will provide the Union monthly with a list of all employee hirings, transfers, promotions and terminations, in compliance with the *Freedom of Information and Protection of Privacy Act*.

The parties agree to refer the above clause to the Information Committee.

### 7.04 Promotions, Demotions and Transfers

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.

- (b) By definition, a “demotion” shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a “lateral transfer” shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (d) By definition, a “temporary promotion” shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than two (2) consecutive working days and in the case of Subsections 7.06(a) and 7.06(b) is for six (6) months or less.
- (e) By definition, “red-circled” shall mean that an employee’s salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- (f) By definition, “blue circled” shall mean that an employee’s salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, “base rate” shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, “floor rate” shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Section 4.02.

7.05 Permanent Promotions

- (a) When an employee is promoted he/she will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee’s old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee’s old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee’s old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.

- (c) When an employee is promoted from a position he/she has taken under the provisions of Subsections 7.08(b) or (c) the following salary policy will apply:
  - (i) If the employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with 7.05(a) above.

- (ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the employee remained on that higher job group level.
- (iii) If the employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of 7.05(c)(ii) and then the provisions of 7.05(a).

#### 7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level his/her promotional increase will be determined by Subsection 7.05(a) above. If a temporary promotion is four (4) groups or more above his/her current level the Human Resources Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion.
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which the employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of 7.05(a).
- (f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.
- (g) Temporary Transit Instructors

The Parties agree that Temporary Transit Instructors shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase.

## 7.07 Lateral Transfers

When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

## 7.08 Demotions

(a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that the Employer will not assign such work in a discriminatory manner.

(b) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

(c) Any employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:

(i) Regular employees must accept retraining as provided by the Employer without cost to the employee for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.

- (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Employer) under paragraph (i) above will be considered as automatic applicants for any job up to and including the job level that the employee previously occupied which the employee is able to perform provided such job will not involve a change in Regional Transit Service Area.
- (iii) Regular employees who refuse retraining under paragraph (i) above or refuse to transfer, will immediately forfeit their right to blue-circle treatment and revert to red-circle salary treatment on the lower level job.
- (iv) The Union will waive job bulletins to facilitate transfers of employees.

#### 7.09 Eligibility for Job Competitions

- (a) An employee with less than six (6) months' service in his/her entry position is not eligible to compete for a promotion unless he/she has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (b) A regular employee with less than nine (9) months' service in a position is not eligible to compete for a lateral move or demotion unless the employee has the approval of his/her Supervisor. It is understood that such approval shall not be unreasonably withheld.
- (c) Employees who have been laid off and are eligible for recall may apply for job postings.

#### 7.10 It is the intent of the Parties that preference in appointments to the Employer's job vacancies under COPE jurisdiction, shall be given to Local 378 COPE members presently on the Employer's staff, who are eligible to apply for such vacancies in this order:

- (a) Regular employees.
- (b) Full-time temporary employees and casual employees with one (1) year's accredited Coast Mountain Bus Company Ltd. service in the two (2) years immediately preceding the job vacancy.

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

#### 7.11 Job Posting

- (a) All COPE job vacancies including additions to staff, shall be posted on Employer bulletin boards for a minimum of five (5) working days with the exception of the following:
  - (i) Temporary vacancies involving vacation relief or a duration of less than three (3) months.
  - (ii) Jobs at Group 3 or below.

- (iii) Any other jobs as mutually agreed by the Employer and the Union.
- (b) The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances bulletining may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs.
- (c) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, existing job title, for the Employer job vacancies under COPE jurisdiction. A late applicant shall be considered for a bulletined job provided he/she was absent from work due to sickness or vacation or away from established headquarters on the Employer's business at the time the job was bulletined, and provided his/her application is received within five (5) working days of the applicant's return to work, but not later than before another person is selected to fill the vacant position.
- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

Ability shall mean that an applicant has the formal education, special training and experience required in the applicable job description and bulletin prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on his/her present job.

- (e) Non-COPE bargaining unit employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this Article.
- (f) Although selection of employees under the foregoing paragraphs shall rest with the Employer such selection shall be subject to the grievance procedure.
- (g) The Employer will provide the Union with copies of applications for COPE job bulletins upon request to the local Human Resources Offices.

#### 7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over three (3) months in duration will be posted in accordance with Section 7.11. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.11(d).

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



- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than three (3) months be filled, subject to the requirements of the department, in accordance with Subsection 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable of doing the work.
  - (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Employer without posting. Notwithstanding the above, Coast Mountain Bus Company Ltd. will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
  - (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.
- 7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Manager, Human Resources. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to his/her new job because of a delay ascribable to the Employer, he/she will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

## Article 8. Layoff and Recall

- 8.01 (a) If a reduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Employer, (including budgetary restraints), the Employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Employer will endeavor to place regular employees so affected in other vacant positions within the Division or Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to bulletin. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee the employee shall not have any bumping rights under this Article, provided that the placement would not require payment of moving expenses as outlined in Article 17.

- 8.02 A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the employee is currently employed on the following basis:
- (a) An employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
- (ii) Bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Employer, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of Article 8.06. This type of bumping is limited to the Service Area in which the employee is currently employed.
- (c) Regular employees who are bumped under the foregoing provisions may in turn exercise their seniority to bump other employees in accordance with this Article.

### 8.03 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
- 6 consecutive months of service – 2 weeks' regular earnings;
  - 3 consecutive years of service – 3 weeks' regular earnings;
  - Thereafter – one week's pay for each additional year of service.
- (b) An employee who is eligible to receive severance pay in accordance with (a) above may elect to:
- (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
  - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
  - (iii) Terminate and receive severance pay.
- (c) A regular employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

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

8.05 A regular employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will not be posted and the employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

- 8.06 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all bulletined jobs, and with the same preference they

would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Human Resources.

- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Employer may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06(b). Such employees will have seven (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. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
- (f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
- (g) Employees on layoff will keep the Employer informed of their current address for recall. Should an employee change his/her address during the period of layoff, he/she will inform the Employer of such change by registered mail.

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

## 8.08 Automation & New Procedure

- (a) The Employer will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or downgrouping of regular employees.
- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:
  - (i) Training
    - (1) For the operation of new equipment.
    - (2) For qualifying for new jobs created by such changes.
    - (3) For other vacant positions within the Employer for which the employee is qualified or will be qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.
  - (ii) Placement

The Employer will attempt to place employees affected by the changes above, and for whom training under (1) or (2) above is not possible, in other vacant positions within the Employer which the employee is capable of filling with training provided in (i)(3) above.
  - (iii) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (1) or (2) above, may bump in accordance with Section 8.02.
  - (iv) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.08(c).
- (c) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

## **Article 9. Discipline and Dismissal**

### **9.01 Just Cause**

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

### **9.02 Union Representation**

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

### **9.03 Notice**

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

### **9.04 Right of Appeal**

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any employee.

## Article 10. Working Hours

### 10.01 Work Day and Week

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

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 ½) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01(g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
- (c) Definitions
  - “Standard” means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
  - “Authorized Variation” means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
  - Notwithstanding the above, Instructors may be assigned hours of work within the Authorized Variation as defined in this Article. In the case that the Instructor is required to work within the Authorized Variation, he/she will be eligible for the appropriate shift premium as per Article 11.04.
- (d) Standard and authorized variations will be as follows:
  - (i) Starting time – Standard 08:00  
Authorized Variation 06:00 – 10:30
  - (ii) Lunch break – Standard – per current local practice  
Authorized Variation – one-half (1/2) hour or one (1) hour. A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift. The Employer agrees to supply beverages at an economic price where cafeteria services are available.

(iii) Work Week – Standard – Monday through Friday

Authorized Variation – Monday through Saturday in Cafeteria, IS & S Department and the Pay Department; this list may be amended by agreement of the Parties.

(iv) Application – Standard – to be taken in the pay of RWWL period in which earned, but shall not conflict with essential departmental requirements.

Authorized Variation – may be deferred or rescheduled up to a maximum of fifteen (15) days; beyond 15 days must be taken off\*, however any deferred days may be used for:

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

\* This requirement is not “Subject to Departmental Requirements”.

(e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up at least two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.

(f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person’s RWWL allowance will be earned by full-time regular employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period’s RWWL allowance on the basis of 1/9 (one-ninth) of that period’s RWWL allowance for each day worked during that period.

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

(g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent as a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for the period they are absent in excess of 30 days.



# Article 11. Shift Work and Non-Standard Hours

## 11.01 Shift Work

Jobs which cannot be accommodated by authorized variation and which are required to be scheduled on a shift basis because of the requirements of the Employer's operation are listed below. This list is subject to change.

Existing positions may also be added to this list by mutual agreement between the Employer and the Union.

### Shift Job List

Cafeteria Work Leader	Farebox Receipts Attendant
Computer Operator	Kitchen Assistant
Cook	Maintenance Clerk (Lower Mainland)
Customer Information Clerk	Security Guard
Customer Information Data Administrator	Security Inspector
Customer Information Work Leader	Short Order Cook
Data Entry Operator	Stockroom Clerk
Depot Clerk	Traffic Checker
Depot Office Work Leader	Traffic Checker Work Leader
Dispatch Coordinator	Transit Constable
Farebox Attendant	<u>CTS Clerk</u>

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

### (a) Working Hours

- (i) The hours of work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

### (b) Work Day

Any consecutive seven and one half (7 ½) hours of work, exclusive of lunch period, in a calendar day.

### (c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

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

(e) Lunch Periods

(f) The lunch period will be taken as close as possible to midshift but may be varied or staggered for different employees from one (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress.

(f) Rest Period

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

### 11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 ½) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

### 11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

### 11.05 Sign-ups

A majority of any group of shift workers may elect to have a sign-up on a length of service basis to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year.

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

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

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

Traffic checkers sign-up will be conducted in accordance with Letter of Agreement #4.

#### 11.06 Traffic Checkers

Traffic Checkers may be scheduled to work straight shifts or broken shifts. Where they work broken shifts the hours required to complete a shift shall be no greater than eleven and one-quarter (11 ¼), and they may be scheduled to work seven (7) hours but shall be paid for a seven and one-half (7 ½) hour day. In the event they are scheduled to work over seven (7) hours, they shall receive overtime rates for such work. In any event when broken shifts are required they will commence no earlier than 06:00 and end no later than 18:30. In addition where the hours required to complete a shift exceed ten (10), one and one-half (1 ½) hours shall be placed in a time-off bank, to be taken off at a time mutually agreed upon with his/her Supervisor.

#### 11.07 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Employer may request an employee to temporarily change his/her shift or work overtime. Such requests will not be unreasonably denied by the employee.

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

- (a) Shift Change
  - (i) Shifts commencing outside the 36 hours, no penalty.
  - (ii) Any shift commenced inside the 36 hours notice (notice to be confirmed in writing) will be paid at overtime rates.
- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
  - (i) An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
  - (ii) In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.

## Article 12. Overtime, Call-out, Standby and Telephone Consultation

### 12.01 Overtime Payments

It is the intent of the Employer to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category.

One and one-half (1 ½) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day except that two (2) times an employee's base rate will be paid for:

- (a) All hours in excess of eight and one-half (8 ½) hours worked in a work day. When an employee is required by the Employer to work during the employee's unpaid meal period, that period will be paid at double time.
- (b) All hours in excess of seven and one-half (7 ½) hours worked in a work day where an employee works overtime both before and after his/her scheduled shift on that day.
- (c) All work on an employee's scheduled days off up to nine (9) hours 200%, from nine (9) hours to ten and one-half (10 ½) hours 225%, for ten and one-half (10 ½) hours and thereafter 300%.
- (d) All overtime worked between the hours of 00.00 and his/her normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of seventy-five (75) hours in a calendar year. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor up to the maximum of seventy-five (75) hours taken in any calendar year. Any time remaining in an employee's overtime bank at the end of a calendar year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bank only those hours sufficient to bring his/her bank to the seventy-five (75) hour maximum in the subsequent calendar year. (For example, an employee carrying over fifteen (15) hours to a subsequent year will only be permitted to bank up to an additional sixty (60) hours during that subsequent year.)
- (f) An employee may request to have the total amount in their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 ½) hours in a work day where such excess hours worked are the result of a change in an employee's signed up shift schedule.

## 12.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, travelling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no travelling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (see 12.06).
- (d) Where an employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (½) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (½) hour meal period at the prevailing overtime rates, and the Employer will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be:

Breakfast	\$11.00
Lunch	\$11.00
Dinner	\$11.00

- (e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 ½ hours per day.
- (f) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall

receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

- (g) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
  - (i) Provided that normal means of transportation is not available.
  - (ii) Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
  - (iii) For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked.

#### 12.03 Reporting at Non-Regular Centre

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

#### 12.04 Minimum Paid Periods

If an employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in travelling to and from his/her normal work location.

#### 12.05 Standby Duty and Telephone Consultation

- (a) Standby Duty (IS&S Department, Fire Prevention and Safety Department)

An employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Telephone Consultation

Where an employee is consulted by a Supervisor or his/her delegate by telephone outside of his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.

12.06 Call-out Provisions

(a) Minimum Compensation

An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time he/she leaves his/her residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in 12.01(c) will apply for any hours exceeding seven and one-half (7 ½) hours worked on an employee's scheduled days off.

(b) Meals

Where an employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide either a meal or a meal allowance per Article 12.02(d)(iv).

(c) Rest Interval After Overtime

- (i) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.
- (ii) However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift.
- (iii) An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (iv) Notwithstanding (i), (ii) and (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.



## Article 13. Vacations

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

### 13.02 Year-of-Hire Vacation Entitlement

Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

### 13.03 Annual Vacation Entitlements

An employee shall EARN his/her annual vacation entitlement for any calendar year only when he/she reaches his/her anniversary, although he/she may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

(a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

(b) Vacation Entitlements

In the calendar year of:

* 1 <sup>st</sup> – 7 <sup>th</sup> anniversary	-	3 weeks
8 <sup>th</sup> – 15 <sup>th</sup> anniversary	-	4 weeks
16 <sup>th</sup> – 22 <sup>nd</sup> anniversary	-	5 weeks
23 <sup>rd</sup> and later anniversary	-	6 weeks

\* An employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

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

### 13.04 Payment of Vacations

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

(1) an employee's rate of pay at the time the vacation is taken or,

(2) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

If necessary, an adjustment of vacation pay will be made to ensure that each employee received the greater amount of vacation pay from either the current

rate (1) or percentage (2) calculations above. This adjustment (A/V differential) will be paid to all affected employees in two (2) payments.

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

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.
- (b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
- (c) IPEC employees who transferred to the Employer 1973-10-01 or later and who had been in service with IPEC prior to 1967, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
- (d) An employee hired in 1972 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date. IPEC employees who transferred to the Employer 1973-10-01 or later and who had been hired by IPEC in 1967 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date.

#### 13.05 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Employer after 1985-11-06 will receive credit for all past service with the Employer (including BCT, MTOC service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

#### 13.06 Broken Vacations

Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

### 13.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
  - three (3) weeks' vacation entitlement: one (1) week.
  - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
  - five (5) weeks' or more vacation entitlement: fifteen (15) weeks.

### 13.08 Statutory Holidays During Vacations and Leaves of Absence

An employee will be granted one (1) extra day's vacation with pay for each statutory or the Employer-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

### 13.09 Relieving on Higher-Grouped Job

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

### 13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or workers' compensation injury.

Annual vacation entitlement will not be reduced for absences due to the above reasons unless an employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does not return to work, except as provided below.

In the year an employee resumes employment after an absence due to the above reasons of more than two (2) years, the annual vacation in the year of return will be prorated by one twelfth (1/12) for each month of absences in the year of return.

- (b) Absences other than sick leave, income continuance, WCB, maternity leave and annual vacation.

Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

### 13.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent from work on sick leave or WCB immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time he/she originally scheduled his/her vacation. In order to qualify for such rescheduling the employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

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

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the employee would have been physically unable to perform his/her assigned duties.

- (b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, while the employee is on annual vacation or banked time off, will be allowed one (1) day off in lieu for each day on which the employee is required to be in attendance, during his/her vacation or banked time provided:
  - (i) any fees received for such attendance are turned over to the Employer, and;
  - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual agreement of the employee and his/her Supervisor.

## Article 14. Statutory Holidays

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

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

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

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

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

14.04 An employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 ½) hours for each statutory holiday (or any day in lieu thereof granted under 14.03 above) provided that on the working day immediately before or on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days. In applying this Clause, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for employees who are required to bank their statutory holidays (e.g. depot clerks).

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

14.06 Shift workers as listed in Section 11.01 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 ½) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.

- 14.07 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 14.08 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in 14.03 above shall be notified by the Employer of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in 14.03 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Employer of less than fourteen (14) days prior thereto, an employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

## Article 15. Sick Leave Allowances

### 15.01 Current Sick Leave Allowances

All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by Workers' Compensation Board payments. The employee shall report or cause to have reported to his/her Supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the employee's entered service date. The employee will have this increased by one (1) day for each additional month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days.
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

### 15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on 01-01 of that year as determined by his/her length of service.

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

### 15.04 Past Service Credits

All employees entering the Employer's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All employees re-entering service with the Employer after 1985-11-06 will receive credit for past service with the Employer (including MTOC and BC Transit service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) months of service.

#### 15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form (Form M-186) may be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise. The Employer will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer may require such an examination.

#### 15.06 Sick Leave Recovery

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



## Article 16. Clothing Allowances

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

(a) Cafeteria Employees

The Employer will provide protective clothing for use on the job where reasonable need is shown and where the nature of the work results in excessive wear, damage, or soiling of clothing.

White, non-slip safety shoes designed for the food industry shall be provided to all cafeteria employees, with replacement on proof of need.

(b) Environmental Technicians

The Employer will continue the current practice of providing and cleaning coveralls and in addition provide waterproof raingear for the term of this Agreement.

(c) Farebox Attendants (Oakridge)

The Employer will continue the current practice of providing and cleaning coveralls.

(d) Farebox Receipts Attendant

The Employer will continue the current practice of providing and cleaning coveralls.

(e) Mail Truck Drivers

Upon hire

- a uniform consisting of a jacket and two (2) pairs of trousers with replacement on proof of need;
- on presentation of a cash receipt, reimbursement for cleaning and necessary repairs to uniforms.

(f) Traffic Checkers

- upon hire one (1) waterproof all-weather jacket, with replacement on proof of need.
- annual overshoe allowance of \$45.00.
- flashlight and batteries on proof of need.

(g) Instructors

- upon hire two (2) jackets, one (1) pea jacket, two (2) trousers, three (3)

shirts, three (3) ties, and either one (1) sweater or one (1) vest and thereafter with replacement on proof of need.

(h) Fire Prevention

- one (1) set rain gear as required
- one (1) pair of rubber boots, safety toed, as required
- coveralls or shirt and pants as required
- one (1) winter coat as required.

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

16.03 Safety Shoes

Employees engaged in work situations in which the hazard makes appropriate the wearing of safety-toed footwear will be encouraged to do so. When safety shoes are required on the job, the Employer will pay one hundred percent (100%) of the cost to a maximum of \$100.00 for one pair per year or \$200.00 per two year period, with replacement being on proof of need and the footwear purchased must be suitable for the work performed. The Employer shall bear one hundred percent (100%) of the cost of repairing such footwear.

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

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

The following guidelines shall be considered in determining suitable footwear:

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

## Article 17. Transportation Allowance

- 17.01 (a) Where an employee uses his/her personal vehicle on the Employer business, with the approval of the Employer, he/she shall receive 35 cents per kilometer for all distance travelled on Employer business.

All claims must be reported in kilometers for the calculation of the reimbursement. To convert miles to kilometres multiply by 1.6 (e.g. 100 miles = 160 kilometres).

- (b) It is each employee's responsibility to ensure that his/her vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his/her vehicle for "to and from work", will be reimbursed by the Employer on proof of expense.

### 17.02 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from his/her designated headquarters or work location on Employer business within the Province of British Columbia and with the approval of the Employer, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which he/she is headquartered.
- (b) The provisions of Sections 17.02 through 17.06 apply only to employees on travel status. While an employee is on travel status, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail.
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his/her private vehicle is approved by the Employer, the employee shall be paid a travel allowance as defined below based on the least time required to travel to his/her daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstances a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Employer for the most efficient mode of public transportation as determined by Coast Mountain Bus Company Ltd.

### 17.03 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in travelling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel status. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.04 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 ½ hours per day for the time spent waiting to leave that location.

#### 17.04 Hours of Work

The regular hours of work for employees on travel status shall be 7 ½ hours per day and 37 ½ hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.

Where an employee both travels and works on a single day and the employee has actually worked less than 7 ½ hours during that day, the portion of travel time required to bring that employee's time worked up to 7 ½ hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 ½ hours on a day in which the employee actually performs work will be considered time worked.

#### 17.05 Overtime on Travel Status

- (a) Overtime will be paid for time worked in excess of 7 ½ hours in a day and 37 ½ hours in a week as specified elsewhere in the Collective Agreement.
- (b) Overtime will not be paid to employees travelling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

#### 17.06 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee on travel status shall be reimbursed as follows:
  - (i) airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be at economy class and automobile rentals will be compact cars without air conditioning. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
  - (ii) public accommodation tariff not exceeding \$65.00 per day unless otherwise approved by the Employer; and
  - (iii) incidental expenses such as fees for parking, telephone, laundry and valet services.
- (b) Meal allowances to a maximum of \$40.00 per day shall be paid without receipts on the following basis:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00
- (c) Mileage allowance of 35 cents per kilometer shall be paid to an employee using his/her private vehicle to travel from his/her residence to the determined public transportation mode terminal and from that terminal to his/her residence.

17.07 One Person Rooms

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

17.08 Reimbursement of Childcare expenses.

If the Employer requires an employee to be out of the employee's normal working locale overnight and such requirement is not a normal occurrence for that employee, the employee will be entitled to reimbursement of receipted child care expenses up to \$25.00 per day to a maximum of fifteen (15) days per calendar year.

## Article 18. Safety Requirements

### 18.01 Working Practices

It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

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

No employee shall undertake any work which he/she deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the Safety Department.

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

### 18.03 Video Display Terminals

- (a) When a majority of an employee's daily work time requires monitoring video display terminals which use cathode ray tubes, such an employee shall have an eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance.
- (b)
  - (i) Pregnant employees shall have the option to discontinue monitoring video display terminals which use cathode ray tubes.
  - (ii) When a pregnant employee chooses not to monitor such video display terminals and if other work that the employee is able to perform at the same or lower job group is available within the Employer and within her Regional Transit Service Area, she shall be temporarily appointed to such work. Salary treatment will be administered in accordance with the conditions of Subsection 7.08(b).
  - (iii) Where a work assignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (c) The Employer shall ensure that new equipment shall:
  - (i) have adjustable keyboards and screens wherever possible;
  - (ii) meet radiation emission standards established by the Ministry of Labour;
  - (iii) ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

## Article 19. Leaves of Absence

### 19.01 Leave of Absence

- (a) Subject to operational requirements employees who have completed three (3) or more years of service with the Employer may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

<u>Employee's Length of Service</u>	<u>Maximum Total Length of Leave in a Calendar Year</u>
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an employee has more than three (3) years service, the Employer will consider granting a leave of absence without pay for a period of up to eight (8) months for the purpose of attending full time at a recognized post secondary educational institution.

- (b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

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

### 19.02 Bereavement Leave

- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.

- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

### 19.03 Special Leave

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

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

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

As well, leave of absence for other legitimate personal reasons acceptable to the Employer may be granted.

### 19.04 Court Leave

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

### 19.05 Educational Leave

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



## 19.06 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave
  - (1) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (2) ending
    - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for the reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must:
  - (1) be given in writing to the Employer by submitting a medical certificate (Form R-3/88) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
  - (2) be given to the Employer at least (3) weeks before the day the employee proposes to begin leave.
- (e) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (f) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period up to the return date recommended by the physician, provided the employee applies for and receives sick leave and/or income continuance benefits, and the absence is supported by a medical certificate.

- (g) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.
- (h) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer last least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the pregnancy leave.

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

- (i) On return from pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (j) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on pregnancy leave fails to notify the Employer of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without bulletining the job by:
  - (i) promotion of another employee from within the department or;
  - (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job bulletins.

In order to qualify for the right to apply for job bulletins the employee must advise the Employer of her resignation not later than twelve (12) weeks from the commencement of the leave of absence as per 19.06(a), above. The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

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

## 19.07 Parental Leave

- (a) An employee who requests parental leave is entitled to:
  - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,
  - (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,
  - (3) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
  - (1) be given in writing to the Employer;
  - (2) if the request is for leave under subsection (a), be given to the Employer at least three (3) weeks before the employee proposes to begin leave, and
  - (3) 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 the pregnancy leave provisions and the parental leave provisions is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 19.06(c) or subsection (b) of this section.

The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.
- (e) Employees desiring to return to regular employment following parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the parental leave, or earlier as approved by the Employer.

#### 19.08 Paternity Leave

A male employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

#### 19.09 Public Office Leave

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

- Run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- Are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either party.

#### 19.10 Family Responsibility Leave

In accordance with the *Employment Standards Act* an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any member of the employee's immediate family.

## Article 20. Training

20.01 It is the Employer's general intent to follow a policy of promotion from within. To this end the Employer will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Employer. This assistance may be in the form of financial aid or job rotation training in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 Financial Aid – Training Courses.

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

In general, the Employer will provide for three (3) categories of financial aid as follows:

- (a) Full cost of training borne by the Employer;
- (b) Half cost of training borne by the Employer;
- (c) Full cost of training borne by the individual, the Employer advancing a loan without interest.

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

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

This type of assistance will be given only at the direction of management or where management agrees that additional training will be helpful to an individual's present performance and requires approval by the Manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Employer will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

20.04 Cases Where One-Half (1/2) Cost of Training is Borne by The Employer

The Employer will bear one-half (1/2) the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Employer or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the

Employer's discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.

Application will be made through the Manager, Human Resources by the employee's Supervisor and must be approved by him and the Manager of the division.

The Employer will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 50% of the original fee including prescribed textbooks and examination costs.

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

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the Employer. Application for a loan will be made to the Manager, Human Resources and approved by the manager of the division.

#### 20.06 Loans and Deductions

In all cases where a loan is required, the employee is to provide the first \$25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

#### 20.07 Job Rotation

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

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

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

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

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

- (a) The purpose of the rotation program as it applies to the individual.
- (b) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
- (c) The period of the assignment. This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when his/her progress will be discussed with him/her.

Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.

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

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

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

The Manager, Human Resources will assist line organization in working out job rotation projects for training purposes.

## Article 21. Benefit Plans

### 21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include:
  - (1) Eyeglass Coverage (\$400 per person in a twenty-four (24) month period).
  - (2) Hearing Aid Coverage (\$1000 per person per ear hearing aid, each five (5) years). Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
  - (3) \$25,000 maximum benefits per person renewable in a two (2) year period with a lifetime maximum benefit of \$200,000 per person.
  - (4) The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.
  - (5) The extended health plan will also provide annual hearing testing on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by WCB and the Motor Vehicle Branch.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following four (4) continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Employer.
- (e) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service may continue to be covered under the above plans with the Employer paying premiums indicated in this section.

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



21.02 (a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. Employees who retire from the Employer's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$150,000.

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

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

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

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by Pacific Blue Cross in Plan A (90% co-insurance), Plan B (70% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrollment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Employer plan.

21.04 (a) Income Continuance

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. The Plan pays benefits at 50% basic earnings at the onset of disability through sickness

or accident except that the first thirty (30) days of disability are covered by available sick leave credits. The premium costs for this plan will be 100% paid by the employees.

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

(b) Income Continuance Benefits

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

(c) Workers' Compensation Board Supplement

Employees on Workers' Compensation will have Workers' Compensation Board (WCB) payments supplemented by the Employer, so that the employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7 ½) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the employee receives compensation from the WCB. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

(d) Workers' Compensation Advance

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 ½) hours in the case of most employees in the COPE jurisdiction) times their hourly wage times seventy-five percent (75%) for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If the WCB reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from the WCB will be paid directly to the Employer.

An employee whose WCB 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 the Collective Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten (10)

consecutive pay periods and at no less than \$100 per payment (or ten percent (10%) of the employee's wages, whichever is less). If the outstanding balance to be repaid is less than \$100, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

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

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

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

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

#### 21.07 Employment Insurance

Employment Insurance coverage will be provided (the Employer paying the employer's contribution) during the life of this Agreement for employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Employment Insurance Act.

## Article 22. Transit Pass

- 22.01 All of the Employer's employees who are members of COPE, except casual employees shall be entitled to a yearly transit pass. In addition, one free pass will be issued to a spouse or child.
- 22.02 Casual employees shall be reimbursed for local journeys on the Employer's urban transit system between the employee's home and the employee's work location, or provided with a transit pass at the Employer's discretion.
- 22.03 Retired employees with two (2) or more years of service will receive a bus pass for areas where the Employer operates an urban transit system. Such passes will be automatically issued to employees who are resident in areas where the Employer operates an urban transit system and will be provided upon request to those who do not.
- 22.04 An employee shall surrender his/her pass upon termination of employment.
- 22.05 All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

## Article 23. Personal Rights

### 23.01 Harassment

- (a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.
- (b) The Employer and the Union agree to work together, under the auspices of the Prevention of Workplace Harassment Policy, to ensure that the workplace is harassment free.
- (c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent and expeditious.
- (d) The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input on the 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.
- (e) An employee who alleges that he/she has been subject to harassment may file a grievance pursuant to Article 3.00 of the Collective Agreement.

### 23.02 Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

### 23.03 Electronic Monitoring

- (a) Notice of Monitoring

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

(b) Performance Monitoring

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

(c) Monitoring Guidelines

The Employer will not install monitoring equipment for reasons not related to the Employer's business. The Employer will advise employees of the location of equipment which is installed on a permanent basis for reasons of security.

23.04 Personal Duties not Required

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

23.05 Employee Indemnity

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

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

23.06 Legal Representation

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

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Employer from

the date an application is made by any affected employee(s) in accordance with Sub-Clause 23.06(b) below.

- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
- (c) The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 23.06(c).
- (d) The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 23.06 by requiring that one 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 Clause 23.06 by requiring that one solicitor be retained to represent the interests of the Employer and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- (h) If, at any time, the Employer has reasonable grounds to believe that:
  - 1. the employee(s)' acts or omissions were not in the course of normal employment; or
  - 2. the employee(s)' acted in bad faith; or
  - 3. the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of lawful order, or gross negligence;

the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to

the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

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



## Article 24. Employee Personnel Files

### 24.01 Personnel Files

- (a) An Employee is entitled to examine her/his/her own personnel file upon request to the appropriate Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- (c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided that during this two (2) year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

### 24.02 Performance Assessments

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

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from his/her Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may have the last performance assessment removed from his/her file.

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

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the 22<sup>nd</sup> day of December, 2003.

COAST MOUNTAIN BUS COMPANY LTD.:

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES UNION LOCAL 378:

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Hunter Rogers  
Director of Human Resources

---

Andy Ross  
President

---

Gary Strachan  
Manager, Fleet Technical Support

---

Dave Park  
Senior Union Representative

---

Harmeet Bahia  
Employment Services Advisor

---

Pat Keeping  
Job Steward

---

Delee Hammond  
Manager Employment Services

---

Ron Williams  
Job Steward

---

Abby Kidd  
Acting Director, Information Systems

---

Pat Kinsella  
Job Steward

---

Sandra Hentzen  
Manager, Employment Services

---

Ray Manning  
Executive Councillor

---

Florence Webber  
Project Director, DOMS

---

Tracy Suzuki  
Salary Supervisor

## **Appendix “A”**

### **Transit Security Department**

The following items relate specifically to BC Transit’s Security Department. Where there is a conflict between the provisions contained in this appendix and the provisions of the collective agreement, the provisions of this appendix will prevail.

1. Working Hours – Security Guards

All security guards shall have their hours scheduled in accordance with Section 10.01. However, it is recognized that an eight (8) hour day may be required for certain security guard shifts. A guard working such shift shall be paid for time worked between seven and one-half (7 ½) hours and eight (8) hours in accordance with Section 12.01.

2. Shift Work and Non-Standard Hours – Security Inspectors

Security Inspectors may be scheduled to work straight shifts or broken shifts. Where they work broken shifts the hours required to complete a shift shall be no greater than eleven and one-quarter (11 ¼), and they may be scheduled to work seven (7) hours but shall be paid for a seven and one-half (7 ½) hour day. In the event they are scheduled to work over seven (7) hours, they shall receive overtime rates for such work. In any event when broken shifts are required they will commence no earlier than 06:00 and end no later than 18:30. In addition where the hours required to complete a shift exceed ten (10), one and one-half (1 ½) hours shall be placed in a time-off bank, to be taken off at a time mutually agreed upon with his/her Supervisor.

3. Clothing Allowances – Uniformed Security Personnel

Upon hire and thereafter with replacement on proof of need,

- One (1) pea coat or patrol jacket
- Two (2) pairs of pants
- One (1) cap
- Four (4) short sleeve shirts
- One (1) long sleeve sweater
- Three (3) ties
- One (1) pair of boots
- One (1) pair of gloves
- One (1) flashlight

In addition, Police Constables, Fare Inspection Officers and Crime Prevention Officers receive:

- One (1) equipment belt
- One (1) pair handcuffs and pouch
- One (1) belt pouch

In addition, Police Constables and Fare Inspection Officers receive:

- One (1) "body armour" vest
- Two (2) "body armour" undershirts

# **Transit Security Letter of Agreement #1 Special Provincial Constables**

(previously LOA #25)

The following are BC Transit's draft sections pertaining to the BC Transit Security Department for inclusion in the renewal Collective Agreement between BC Transit and COPE Local 378:

1. Definitions

"Department" – means BC Transit Security Services;

"Special Provincial Constable" – means an employee holding an appointment pursuant to Section 9 of the Policy Act;

"Citizen Complaint" – means a complaint under Part 9 of the Police Act;

2. Complaints Against Special Provincial Constables

The employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee of the Employer, against any employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall be notified of the complaint and shall receive a copy of the complaint.

3. Citizen Complaints

It is understood that complaints of this nature are governed by the procedures set out in Part 9 of the Police Act. The employer undertakes to assist employees who are Special Provincial Constables in complying with these statutory provisions in all cases when the complaint arises from the conduct of the employee in the performance, or attempted performance, in good faith of the duties of that employee as a Special Provincial Constable. It is understood that the employer and the employee must conform to the requirements of the Protocol Agreement between the Complaint Commissioner and BC Transit Security.

4. Indemnification of Special Provincial Constables

The employer agrees to indemnify and save harmless the Special Provincial Constables of the Department from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee in the performance or attempted performance, in good faith of the duties and obligations as a BC Transit Special Provincial Constable, PROVIDED HOWEVER that the Special Provincial Constable shall not be indemnified for punitive damages, for the cost of legal representation arising from grievances under the Collective Agreement or

responding to allegations of breach of the Discipline Code, for the acts or omissions of the Special Provincial Constable which did not arise in the course of, or result from, the execution of the employee's duties and obligations, or for acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate abuse of police power, or wilful violation of a lawful order. It is understood that the Discipline Code is a requirement of the Ministry of the Attorney General in order to fulfil the accountability requirements set by the Ministry.

5. Provision of Legal Services and Advice

It is understood that "legal costs: shall mean the reasonable cost of legal service and advice necessarily incurred on behalf of the employee. "Reasonable" shall be determined by reference to the account, detailing time and charge, rendered by the solicitor retained by or on behalf of the employee. Such account shall conform to the tariff of fees and disbursements fixed from time to time by the Attorney General of British Columbia and made applicable to the employer, or such other tariff as may be agreed upon by such solicitor and the employer in the advance of the legal costs being incurred.

Legal services and advice shall be made available by the employer to the employee in the following instances:

- (a) An employee who is charged with a criminal or statutory offence arising from acts done in the performance, or attempted performance, in good faith, of the employee's duties shall be paid for legal costs incurred in the defence of such charge. It is understood that the employee shall have the right to select legal counsel in these cases.
- (b) An employee who is named as a defendant in a civil action in which the plaintiff claims a remedy as a consequence of acts done by the employee in the performance, or attempted performance, in good faith of the employee's duties shall be entitled to legal services and advice from a solicitor appointed by the employer and all legal costs shall be borne by the employer, PROVIDED THAT the employer shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable. It is understood that the employer shall select legal counsel in these cases.

If at any time in the course of the defence of action, the employer or the employee determines that a conflict exists or is likely to arise between their respective defence, then the employee shall be entitled to retain a solicitor.

- (c) An employee whose conduct becomes the subject of a Citizen Complaint arising from acts done in the performance, or attempted performance in good faith of the duties of the employee may be represented in such proceedings by a solicitor and is entitled to be paid by the employer for legal costs thereby incurred.

It is understood that for the purpose of (c) the employee shall have the right to choose legal counsel in these cases.

- (d) In each of the foregoing instances when an employee is entitled to legal representation, or to be paid for legal representation, the legal costs shall include costs incurred in the taking of any appeal recommended by the solicitor retained for the

legal services and advice. Should the employee initiate an appeal contrary to the opinion of the solicitor retained and subsequently win the appeal, the employee is entitled to be paid by the employer for legal costs thereby incurred, provided that the employee is entitled to legal representation or to be paid for legal representation as provided in (a), (b) or (c) above.

- (e) Notwithstanding any other provisions of this section, where two or more employees are charged with an offence, named as defendants in any action, or whose conduct becomes the subject of a Citizen Complaint, arising out of the same, or a directly related incident, the employer may limit their right to legal representation by requiring that one solicitor be retained to represent the interests of all of them, UNLESS, the solicitor determines that a conflict exists as between the interests of the employees whose interests are in conflict shall be entitled to separate legal representation. In circumstances where one solicitor is to be retained to represent more than one employee and the employees are unable to agree as to the selection of a solicitor, the matter shall be conclusively settled by a designate of the employer and a designate of the Union; It is understood that legal counsel shall be chosen by the employee(s) in these cases.
- (f) Any employee who intends to apply for legal services and advice in accordance with the provisions of this section shall notify the employer, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, being named a defendant in a civil action, or becoming the subject of a Citizen's action, or becoming the subject of a Citizen's complaint. Failure to comply with this time limitation may result in an employee being denied the right of legal representation at the expense of the employer.

Nothing in this section shall be interpreted as limiting the employer's right to discipline any employee of the Department under the terms and conditions of the Collective Agreement.

## 6. Indemnification of other employees

The employer agrees to indemnify and save harmless the Fare Inspectors, Crime Prevention Officers (other than those who are Special Provincial Constables) and Security Guards employed by BC Transit from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee, while on duty, in the performance or attempted performance, in good faith of the duties of that employee PROVIDED HOWEVER that the employee shall not be indemnified for punitive damages for the cost of legal representation arising from grievances under the Collective Agreement or for the acts or omissions of the employee which did not arise in the course of, or result from, the execution of the employee's duties, or for acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, or willful violation of a lawful order.

FOR BC TRANSIT:

L. G. Pante  
Manager, Employee Relations

C. J. Connaghan  
Labour Relations Consultant

September 17, 1992

FOR COPE:

S. Watson  
Sr. Business Representative

A. C. W. Hobbis  
Business Representative



## **Transit Security Letter of Agreement #2 Transit Security Issues**

During the 1998 negotiations for renewal of the Collective Agreement, the parties agreed to establish a Transit Security Committee to deal with issues affecting the Transit Security department. The committee will consist of three (3) representatives from the Employer and three (3) representatives from COPE, Local 378.

The mandate of the committee will be to meet and discuss issues with a view to finding mutually acceptable solutions. It is understood that the committee does not have the power to bind the parties, but will make recommendations for resolution of the issues.

The committee will discuss:

- The application of the indemnification language contained in Transit Security Letter of Agreement #1 and the process for eligible employees to follow in seeking indemnification.
- The application of the sign-up language contained in the Transit Security Letter of Agreement and methods for ensuring that Transit Security is able to address its operational requirements.
- Any other matter that the parties deem appropriate.

The committee will meet and develop recommendations regarding these issues by June 1999.

**Transit Security**  
**Letter of Agreement #3**  
**Fare Inspection Officers – 10 Hour Shift**

(previously LOA #30)

This letter shall be the only reference regarding 10 hour shifts for Fare Inspection Officers unless amended or cancelled at a future date.

This letter shall be applicable to Fare Inspectors only.

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

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

**Working Hours**

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing January 18, 1993.

**Work Day**

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

**Work Week**

- (a) Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- (b) As employees RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

**Work Year**

A total of 1826.25 hours shall constitute a work year. Employees may be scheduled to work more, or less, than 1826.25 hours in a specific year. The balance of 1826.25 hours per year shall be achieved over each two year period commencing January 18, 1993, the date of implementation of the 10 hour shift for Fare Inspectors.

## Salary

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

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\text{MONTHLY SALARY} = \text{HOURLY RATE} \\ 152.18755$$

## Overtime

- (1) Overtime shall be paid after ten (10) hours of work in a day at 150% of the employee's hourly rate for the first hour following his/her regularly scheduled shift. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day.
- (2) All time worked on an employee's scheduled days off shall be paid at 200% of his/her hourly rate.

## Banked Time

- (a) Prior to January 18, 1993 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\text{TOTAL EXISTING BANKED HOURS} = \text{CREDITED HOURS IN TIME-OFF BANK} \\ 1.07143$$

- (b) January 18, 1993 and thereafter shall be credited at actual paid hours and not adjusted as in (a) above.

## Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY} \\ \text{ANNUAL WORK HOURS CREDIT BANKED}$$

Annual entitlement: 77 hours taken in 10 hour increments.

- (b) Annual entitlement shall be banked for all employees covered by this letter and shall be scheduled off as mutually agreed by an employee and his/her supervisor.

- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If through unforeseen circumstances an employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

#### Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1 <sup>st</sup> – 7 <sup>th</sup> anniversary	105 hours
8 <sup>th</sup> – 15 <sup>th</sup> anniversary	140 hours
16 <sup>th</sup> – 22 <sup>nd</sup> anniversary	175 hours
23 <sup>rd</sup> and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

#### Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words “followed by deferred RWWL days”.

#### Sign-Up

All sign-ups shall be conducted in accordance with Article 11.05 except as modified below. Commencing the first working day of each year, each employee will sign for either days or afternoons. Shift start times (days or afternoons) may be adjusted between 05:30 hours and 13:00 hours in the event of an audit requirement or special event. If start times are adjusted, the start times for that work week may not vary more than two (2) hours.

#### Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Fare Inspectors shall be reversed to comply with said Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

M. Madill  
Labour Relations Advisor

S. Watson  
Senior Business Representative

DATE: January 20, 1993

**Transit Security**  
**Letter of Agreement #4**  
**Security Department - 10 Hour Shifts**

(previously LOA #5)

This Letter of Agreement replaces all other Agreements dated prior to July 12, 1989 on the issue of 10 Hour Shifts and shall be the only reference regarding the matter unless amended or cancelled at a future date.

This Agreement shall be applicable to Mobile Patrol Investigators only.

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

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

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing April 17, 1989.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- (a) Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- (b) An employee's RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours shall constitute a work year. The balance of 1826.25 per year shall be achieved over each two year period commencing April 17, 1989, (the date of implementation for the 10 hour shifts).

## Salary

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

To facilitate the Employer working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.18755} = \text{HOURLY RATE}$$

## Overtime

- (1) Overtime shall be paid after ten (10) hours of work in a day at 150% of the employee's hourly rate for the first hour following his/her regularly scheduled shift. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day.
- (2) All time worked on an employee's scheduled days off shall be paid at 200% of his/her hourly rate.

## Banked Time

- 1) Prior to June 26, 1989.
  - (a) Shall be converted to reflect the adjusted hourly rate by the following formula:
$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$
  - (b) June 26, 1989 and thereafter – shall be credited at actual paid hours and not adjusted as in 1. (a) above.

## Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory Monday entitlement.

$$\frac{\text{NUMBER OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hours increments.

- (b) Annual entitlement shall be banked for all employees covered by this Letter of Agreement, and shall be scheduled off as mutually agreed by an employee and his/her Supervisor.
- (c) Banked Statutory Holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying Banked Statutory Holiday Entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this Letter of Agreement.

If through unforeseen circumstances an employee has not used his/her Banked Statutory Holiday Entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the next year following.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1 <sup>st</sup> – 7 <sup>th</sup> anniversary	105 hours
8 <sup>th</sup> – 15 <sup>th</sup> anniversary	140 hours
16 <sup>th</sup> – 22 <sup>nd</sup> anniversary	175 hours
23 <sup>rd</sup> and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words “followed by deferred RWWL days”.

Sign-Up

Commencing the first working day of each year, each employee will sign for either squad A or B.

Four times each year, each employee will sign up for a specific shift (in his/her own squad) for a period not exceeding three months (12 weeks).

This Agreement is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party.



In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect. Further to this, all adjustments relating to the Mobile Patrol Investigators shall be reversed to comply with said Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

R. G. Warren  
Labour Relations Supervisor

A. C. W. Hobbis  
Union Representative

September 8, 1989

## Appendix "B" Job Group Listing

### Job Group 3

File Clerk – Pay  
Fire Equipment Servicer  
Mail Clerk – Capital Projects

### Job Group 4

Administrative Services Clerk  
Assistant Human Resources Clerk  
Console Attendant  
Corporate Receptionist  
Customer Services Support Clerk  
Data Entry Operator  
Lost Property Clerk  
Mail and Administration Clerk  
Payroll Clerk  
Printing Clerk  
Reception and Administrative Clerk  
Safety Data Entry Clerk  
Security Guard  
Stationery Clerk

### Job Group 5

Administration Clerk  
Claims Administration Clerk  
Community Transit Clerk  
Customer Information Clerk  
Data Entry Wage Clerk  
Document Control Clerk  
Environmental Assistant  
FareDealer Clerk  
General Security Patrol  
Inventory Analysis Clerk  
Maintenance Clerk  
Maintenance Administration Clerk  
Operations Centre Clerk  
Project Clerk  
Properties Clerk  
Safety Clerk  
Scheduling Support Clerk  
SeaBus Operations Clerk  
Service Implementation Clerk

Service Planning Support Clerk  
Transit Communications Clerk  
Transit Security – Clerk/Receptionist

#### Job Group 6

Accounting Clerk  
“On-Street” Information Clerk  
Accessible Transit Administration Clerk  
Accounts Payable Clerk – Project Services  
Analysis Clerk  
Claims Clerk  
Cost Assistant  
Customer Information Automation Relief  
Customer Information Data Analysis Clerk  
Customer Services and Marketing Clerk  
Employee Activities Clerk  
Employment Application Clerk  
Farebox Receipts WorkLeader  
Fire Prevention Technician  
Human Resources Clerk  
Lost Property WorkLeader  
Maintenance Administration Assistant  
Marketing Assistant  
Office Services Clerk  
Purchasing Assistant  
Security Support Clerk  
Shop Clerk – Building Maintenance (BTC)  
Shop Clerk – Fleet Overhaul  
Shop Clerk – Transit Centres  
Shop Clerk – Trolley Overhead  
Student Transportation Analyst  
Training Class Assistant  
Traffic Checker WorkLeader  
Utilities Clerk, Infrastructure and Environment  
Warranty Assistant

#### Job Group 7

Accident Prevention Office Coordinator  
Accounting Officer  
Administrative Services WorkLeader  
Community Liaison Officer  
Contracts Coordinator  
Crime Prevention Officer  
Customer Information WorkLeader  
Customer Relations Representative  
Depot Coordinator  
Facilities Management Assistant

FareDealer Coordinator  
Graphic Artist  
Help Desk Analyst  
Maintenance Administration WorkLeader  
Salary Clerk  
Schedule Publication Technician  
Security and Fare Inspection Officer  
Security Support Operator  
Wage Clerk  
WCB Claims Coordinator

#### Job Group 8

Application Support Coordinator  
Automated Passenger Counting (APC) System Administrator  
Buyer – Purchasing Department  
Contract Revenue Analyst  
Court Liaison Officer  
Customer Information Data Administrator  
Customer Relations WorkLeader  
Drafting and Project Scheduling Technologist  
Engineering Assistant  
Enterprise Report Analyst  
Environmental Officer  
Farebox Revenue Analyst  
Fire Prevention WorkLeader  
Graphic Designer  
GIS Application Support Administrator  
Human Resources WorkLeader  
Interactive Voice Response Administrator  
Inventory Buyer  
Publications and Graphics Designer  
Quality Review Reader  
Records Analyst  
Scheduling System Administrator  
Transit Schedule Analyst  
Transit Scheduler Trainee  
Web Site Administrator

#### Job Group 9

Accounting Analyst  
Capital Project Analyst  
Community Relations Officer  
Computer Support Analyst  
Crime Prevention WorkLeader  
Data Automation WorkLeader  
Fleet Inspector  
Fleet Systems Information Analyst

Insurance and Contract Analyst  
Marketing Officer  
Payroll Officer  
Security and Fare Inspection WorkLeader  
Senior Help Desk Analyst  
Special Provincial Constable  
Transportation Demand Management Officer

#### Job Group 10

Building Services Coordinator  
Accessible Transit Planner  
Claims Examiner  
Depot WorkLeader  
Desktop Systems Analyst  
Garage Maintenance Planner  
GIS Analyst  
Key Account Officer (TDM)  
Marketing Specialist  
Materials Control Analyst  
Overhaul Maintenance Planner  
Planning Analyst  
Project Technologist  
Relief Maintenance Planner  
Service Monitoring Coordinator  
Service Planner  
Transit Scheduler  
Transportation Engineering Technologist

#### Job Group 11

Business Systems Analyst  
Data Base Administrator  
Enterprise Systems Analyst  
Instructor  
Maintenance Engineering Technician  
Network Analyst  
Occupational Safety and Health Officer – Maintenance  
Occupational Safety and Health Officer – Operations  
Senior Buyer  
Senior GIS Administrator  
Senior Transit Scheduler  
Treasury Analyst

#### Job Group 12

Chief Instructor  
Senior Service Planner

Non Office

Cafeteria Work Leader

Cook

Farebox Attendant

Farebox Receipts Attendant

Kitchen Assistant

Mail Truck Driver

Short Order Cook

Traffic Checker

**Letter of Agreement #1**  
**Re: Job Evaluation Procedures and**  
**Work Leadership Responsibilities**  
**Effective Date: 1980-10-01**

This memorandum sets out an understanding reached by Coast Mountain Bus Company Ltd. and Local 378 of the COPE relative to job descriptions, the job evaluation system and its administration.

It is agreed that:

1. Prior to writing a job description or evaluating a job, a representative of the Job Evaluation Section will discuss the job responsibilities with the affected employee and the Supervisor concerned. An employee's signature on the job description will only indicate that the employee has read and understands the job description.
2. The intent is that job descriptions will describe the job duties and responsibilities as clearly and specifically as possible.
3. The Human Resources Department will indicate in some manner on the job description, those duties or responsibilities which they consider most significant, and will discuss these with the employee concerned when preparing the job description.
4. The duties and responsibilities set out in job descriptions will be those which were included as a part of the job at the time the job description was written.
5. When jobs are re-evaluated the Human Resources Department will advise the Union briefly, by form, of any factor grading which is reduced.
6. The introduction of a new lower level of an existing job classification must be discussed with the Union thirty (30) days before implementation.
7. Jobs listed or agreed to be added to the non-office job list will not be covered by the Job Evaluation System.
8. Work leadership responsibilities shall be as follows:
  - (a) May perform duties largely similar to those whose work he/she directs;
  - (b) May perform duties related to but at a higher level than the work of the subordinates whom he/she directs;

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

F.M. de Moor  
Business Representative  
Local 378, Office and  
Technical Employees Union

R.G. Warren  
Labour Relations Officer  
BC Transit

1980-10-01



## Letter of Agreement #2

### Re: Personnel and Dues Deduction Information

21 March, 1991

COPE Local 378  
4740 Imperial Street  
Burnaby, BC  
V5J 1C2

Attention: Mr. R.G. Donnelly

Dear Mr. Donnelly,

This letter will confirm discussions between the parties during negotiations regarding the provision of the personnel and dues deduction information. The Employer will provide the Union with the following:

#### Personnel Information

Name; Gender; Social Insurance Number; Home Address; Home Telephone Number; Date of Birth; Employment Status (FTR etc); Salary Rate; Salary Effective Date; Job Title; Job Group; Department Number; Date of Hire; Date of Termination and Seniority.

Personnel information will be supplied on a magnetic tape to the Union on a monthly basis except for Seniority which will be supplied semi-annually on a listing.

#### Dues Deduction Information

Name; Social Insurance Number; Department Number; Monthly dues on Regular Pay; Monthly Actual Regular Earnings; Monthly Overtime Dues; Monthly Overtime Earnings; Total of Monthly Regular and Monthly Overtime Dues combined; Initiation Fees; Assessment Dues; Calendar Year-to-date Total of Regular and Overtime Dues combined.

Dues deduction information will be supplied to the Union on a monthly basis on a magnetic tape and a computer printout.

In addition to the above information, the **Employer** will provide monthly:

- A list of Department Names

- A list of employees in the COPE jurisdiction who did not pay any dues and the reason why dues were not deducted; and

- A list and corresponding dues deduction information for employees in the **C.A.W.** jurisdiction who worked in the COPE jurisdiction and therefore paid COPE dues.

Yours truly,

L.G. Pante, Manager Personnel

## **Letter of Agreement #3**

### **Part-time Regular Schedules - Article 1.07(b)**

Schedules for Part-Time Regular employees will be governed by the following rules:

1. (a) With respect to Article 1.07(b) an assigned regular schedule will be established by Coast Mountain Bus Company Ltd. at the time of hire and will be for a minimum period of two (2) weeks.  
  
(b) Within an assigned schedule the days worked and the daily/weekly hours may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change.
3. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

R.G. Warren  
Labour Relations Officer  
BC Transit

F.M. de Moor  
Business Representative  
Local 378, Office &  
Technical Employees Union

1980-10-01  
Date

## **Letter of Agreement #4**

### **Re: Traffic checkers' Sign-up**

(previously LOA #5)

The Traffic checkers' Sign-up will be for periods of three (3) weeks or longer but must be in multiples of three-week cycles.

The sign-up will be for the Traffic checkers' choice of regular days off in the sign-up period. The days off available for signing and the length of the sign-up period will be determined by department requirements. This information will be made available approximately two weeks prior to the start of the sign-up period. Traffic checkers will indicate their preference according to their seniority, by noon on the Tuesday for Greater Vancouver Regional Transit Service Area one week and four days before the start of the sign-up period. The lead time is necessary to meet deadlines for the issuance of checking assignments and may be altered if procedures change.

#### RWWL DAYS

RWWL days will be taken once in each three-week period whether that period contains a statutory holiday or not. RWWL days will be taken in conjunction with the Traffic checkers' regular days off whenever possible. The determination of the RWWL days will be dependent on department requirements, however, there should be considerable flexibility in the application of RWWL days. Traffic checkers should discuss their preferences with the Department Supervisor and, whenever possible, individual preference will be met.

#### EXCHANGE OF SHIFTS

Traffic checkers may exchange days off or work assignments by mutual agreement and concurrence of the Department Supervisor.

#### DAILY WORK CHOICE

To ensure that each Traffic checker has a choice of daily work assignments in keeping with his or her seniority and work preference, a Daily Work Choice System will be introduced in conjunction with the sign-up.

The different types of daily work which would be available will be identified by an alphabetical designator. Traffic Checkers will leave their choice with the Department Supervisor and when the checking assignment is made up it will be in accordance with such choice.

From time to time it may be necessary to add to, delete or modify the types of work. Should such a change occur, Transit Checkers will be advised in ample time for them to change their Daily Work Choice if they so desire.

Transit Checkers may change their Daily Work Choice at any time. The choice on hand at 0800 on the Tuesday for Greater Vancouver Regional Transit Service Area before the week the checking assignment commences, will be considered the valid choice.

Checking assignments will continue to be issued for weekly or longer periods; therefore, Transit Checkers should consider the long term application of their choice. If so desired they may have different work choices for each day of the week; that is, the choice for a Monday may be different from a Wednesday which in turn may be different from a Sunday.

Transit Checkers must include all possible types of work, in order of preference, when submitting their work choice. There can normally only be a maximum of shifts available equal to the number of Traffic Checkers working within the Regional Transit Service Area each day but those shifts may be drawn from any one of approximately 8 types of work. The work made available each day will be the responsibility of the Department Supervisor.

The following types of work are identified for selection of Daily Work Choice in Vancouver:

- A – Earliest Finish Before 1600
- B – Earliest Finish Between 1601 and 1959
- C – Earliest Finish After 2000
- D – Split Shift Start Between 0600 and 0800  
Finish Between 1630 and 1830

When point and ride checks fall into the same time range the employee shall indicate his/her preference:

- 1) Point Check
- 2) Ride Check

#### NOTES

Riding Checks include routine ride checks, fare profiles and special checks requiring the Transit Checker to conduct the check while travelling on the bus.

Stationary Checks include peak hour counts, timing checks or special checks conducted from an on-the-street location.

Certain daily checks require a combination of ride checking and stationary checks to make up the day's work. These will be identified according to the longest type of work; that is, daily work made up of 4 hours ride checking and 3 hours peak hour count would be considered a riding check.

Checks which involve some office time, will be identified by the type of checking involved; that is, riding or stationary.

Where a number of checks on a given day are similar, the work with the earliest finish will be considered preferable for A, B, C, E, F or G, and the shortest spread time between start and finish for D and H.

For the Employer

For the Union

R.G. Warren  
Labour Relations Officer

F.R. Hart  
Business Representative

## **Letter of Agreement # 4 - Addendum Transit Checker Zone and Day Off Signup**

This LOA supersedes the language contained in Article 11.05 relating to travel time and the Day off Signup contained in LOA #4. This LOA will be implemented on a trial basis for six (6) months commencing on the first day of sign up following the date of ratification. Prior to the expiry of the six (6) month period, the Parties will meet to discuss these arrangements and their continuation. In the event either party wishes to cancel the agreement, they may do so after the six (6) month trial period, provided they notify the other Party, in writing at least thirty (30) days in advance. If this LOA is cancelled, the Parties will revert to the language and practice in place as of March 31, 2001.

Work assignments for Traffic Checkers will be determined on the basis of zones. The zones will be as follows:

Zone A	Vancouver and UBC
Zone B	West and North Vancouver, Burnaby, New Westminister, Richmond and Ladner
Zone C	South and North Delta, Surrey, Belcarra, Port Coquitlam, Port Moody, Coquitlam, White Rock, Langley, Aldergrove
Zone D	Pitt Meadows, Haney, Maple Ridge

Zone B and C will be subdivided into sub-zones as follows:

Zone B1 (Home Area)	Burnaby, New Westminister
Zone B2	West and North Vancouver
Zone B3	Richmond, Ladner
Zone C1 (Home Area)	South and North Delta, Surrey, White Rock
Zone C2	Belcarra, Port Coquitlam, Port Moody, Coquitlam
Zone C3	Langley, Aldergrove

Traffic Checkers will be provided with a signup for work assignments by zone and for Days off for a minimum period of six (6) weeks, as determined by the Employer. The number of positions within a zone and the days off available for those positions will be determined for each sign up based upon departmental requirements. This signup information will be made available approximately three (3) weeks prior to the start of the signup period.

When a Traffic Checker is moved between zones during the signed-up period, the Traffic Checker will be paid travel time in addition to the hours actually worked as a straight time cash allowance, as follows:

- If moved a single zone, thirty (30) minutes travel time per shift;
- If moved two zones, sixty (60) minutes travel time per shift;
- If moved three zones, ninety (90) minutes travel time per shift.

- In Zones B & C, travel time will be paid between the Home Area (1) and sub-zones (2) or (3) at fifteen (15) minutes travel time per shift.

Once Traffic Checker Zones and Days Off are determined, the Daily Work Choice System as specified in LOA #4 will be applied within each zone.

For the Employer:

For the Union:

\_\_\_\_\_  
Michael Madill

\_\_\_\_\_  
Dave Park

Dated: \_\_\_\_\_

# Letter of Agreement #5 Salary Increases Temporary Promotions

(Previously LOA #6)

Mr. R.G. Warren  
Labour Relations Officer  
BC Transit  
850 S.W. Marine Drive  
Vancouver, BC  
V6P 5Z1

Dear Mr. Warren:

Re: 1981 Transit/COPE Negotiations – Proposals C7, U17

This letter will confirm discussions between the Parties during negotiations regarding the application of salary increases for temporary promotion. The Parties agree that any entitlement for a temporary salary increase under Article 7.06(a) and (b) will not be paid for partial working days.

If you concur, please sign and return this letter to me.

Yours truly,

F.M. de Moor  
Business Representative  
Local 378, COPE

In Agreement:

R.G. Warren  
Labour Relations Officer  
BC Transit

# Letter of Agreement #6 COPE Bulletins and Job Bulletins

(previously LOA #7)

Ms. A. Harvey  
Business Representative  
Local 378  
COPE  
960 Kingsway  
Vancouver, BC

Dear Ms. Harvey:

Re: COPE Bulletins and Job Bulletins

The method of distribution of job bulletins and COPE bulletins is as follows:

1. The date bulletin is received is recorded.
2. The date bulletin closes is recorded.
3. The date the bulletin is handed out to the checker is recorded.
4. Undelivered bulletins will be handed to a Union representative at Head Office within four (4) days of receipt.

Yours truly,

R.G. Warren  
Labour Relations Officer  
BC Transit

RGW:pi



## **Letter of Agreement #7 Complaints Against Employees**

(previously LOA #9)

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Employer and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint.

For Coast Mountain Bus Company Ltd.:

For COPE:

C.J. Connaghan  
Labour Relations Consultant

S. Watson  
Senior Business Representative

December 12, 1991

## **Letter of Agreement #8 External Candidates**

(previously LOA #10)

14 December 1992

Mr. Scott Watson  
Senior Business Representative  
Office & Technical Employee's Union  
Local 378  
4740 Imperial St.  
Burnaby, BC  
V5J 1C2

Dear Mr. Watson:

Further to our discussions during the negotiations for renewal of the collective agreement, this letter confirms that the Human Resources Departments will be directed to ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

Yours truly,

L.G. Pante  
Acting Vice-President  
Corporate Services

## **Letter of Agreement #9 Alternate Hours of Work**

(previously LOA #11)

In view of the interest that has been expressed by employees concerning alternate hours of work, the parties agree to establish the following provisions as a means of addressing alternate hours of work.

- When a majority of workers within a work group desire to work alternate hours, they shall submit to their Union representative or immediate manager a detailed proposal outlining the alternate hours.
- Upon receipt of the proposal, the parties (Union representative or delegate and manager or delegate) shall meet within 15 days to discuss the proposal to determine whether the alternate hours can be accommodated. Every reasonable consideration will be given to the proposal.

For Coast Mountain Bus Company Ltd.:

For COPE, Local 378:

C.J. Connaghan  
Labour Relations Consultant

S. Watson  
Senior Business Representative

December 14, 1991

## **Letter of Agreement #10 Clerical Relief Pool Committee**

There shall be a Joint Clerical Relief Pool Committee consisting of two (2) representatives from both the Employer and the Union. It shall be the purpose of this committee to examine the usage of the Coast Mountain Bus Company Ltd. Clerical Relief Pool and the conditions of employment outlined in Letter of Agreement #12.

The committee will identify problems with the current Letter of Agreement and make recommendations to the parties for implementation. It is understood that this committee does not have the power to bind the parties, but will make recommendations to the parties. The final recommendations of the committee will address the Employer's desire for improving operating efficiency and cost effectiveness and the employees' desire for improved working conditions.

For Coast Mountain Bus Company Ltd.:

For COPE, Local 378:

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Dated:

# Letter of Agreement #11 Ambassador Program

(previously LOA #13)

The Union and the Employer (hereinafter referred to as the "Parties") without prejudice and/or precedent with respect to any position either Party may take in future cases involving similar or identical matters and/or circumstances, hereby agree to the following:

1. The Employer agrees that the work within the Ambassador Program is COPE work.
2. As per past practice, the Employer may, at its discretion, utilize employees who are presently working as Full-time Regular Instructors, or employees who have been promoted as Temporary Instructors to cover any work arising within the Ambassador Program.
3. Employees working as Temporary Instructors and on leave of absence from another bargaining unit within the Employer's operation shall pay union dues while performing such duties within the Union's jurisdiction.
4. The Parties agree to meet and review and reaffirm this agreement on February 12, 1993.
5. For the purposes of the Ambassador Program, Temporary Instructors shall be included in the Authorized Variation in accordance with Article 10.
6. In order to ensure the equitable distribution of overtime work for the purposes of the PNE, Temporary Instructors promoted to perform the work of the Ambassador Program will be offered all overtime falling on the days Monday to Saturday inclusive and other Instructors will be offered all overtime work occurring on Sundays and Labour Day.

February 14, 1992

For Coast Mountain Bus Company Ltd.:

For COPE:

L.G. Pante  
Manager, Employee Relations

A.C.W. Hobbis  
Business Representative

M.S. Madill  
Labour Relations Advisor

R. Williams  
Chief Instructor

**Letter of Agreement #12**  
**Re: Hours of Work and Headquarters**  
**- CMBC Clerical Relief Pool**

(previously LOA #14)

Notwithstanding the provisions of Article 7.11 (b), 12.03, Letter of Understanding #7 and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Clerical Relief Pool area of Employment Services:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. Should there be a requirement for an employee to transfer from one location to another during the shift, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.0 6(c) (previously 17.07 (c)) of the Collective Agreement.
3. The parties agree to review the hours worked by Clerical Relief Pool employees on a semi-annual basis.
4. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.

It is understood and agreed by the Parties that this Agreement has been entered into on the understanding that these provisions shall substantially reduce or eliminate the need to have outside agency personnel.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
A.C.W. Hobbis

\_\_\_\_\_  
R.G. Warren

Date: March 9, 1990

# Letter of Agreement #13 Relationship Enhancement Committee

(previously LOA #15)

1. A Joint Employer/Union Committee, to be known as the Relationship Enhancement Committee shall be composed of six (6) members, three Employer and three Union members to be appointed by the respective Parties. The committee may be augmented as necessary. This committee shall meet as and when required.
2. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy that affect Coast Mountain Bus Company Ltd., to foster the development of work related skills and to promote workplace productivity.
3. It is further agreed that issues relating to grievances and collective bargaining will not be matters for discussion at Relationship Enhancement Committee meetings.
4. Notwithstanding (3) above, where the Parties mutually agree, the Relationship Enhancement Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. However, it is understood that the Relationship Enhancement Committee does not have the authority to supersede grievances and that either Party may decline to discuss issues which may be considered to be subjects for Collective Bargaining. It is clearly understood that the committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussion. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

For Coast Mountain Bus Company Ltd.:

For the COPE Local 378:

Michael S. Madill  
Labour Relations Advisor

A.C.W. Hobbis  
Senior Business Representative

Tom Yang  
Director, Operations Support

Andy Ross  
Executive Director

Rob Clarke  
Division Manager, Victoria  
Finance & Administration

Anne-Marie Almasch  
Executive Councillor

Dated this 3<sup>rd</sup> day of October 1995

## **Letter of Agreement #14 Career Development Committee**

The parties agree to establish a Career Development Committee consisting of up to two (2) representatives from both the Employer and the Union. The Committee shall meet once in each two month period.

The mandate of this committee shall be to examine career development alternatives for employees within the COPE bargaining unit and make recommendations to the parties for implementation. It is understood that this committee does not have the authority to bind the parties but is responsible for the development of a proposal that will be jointly recommended to the principles of the Employer and the Union.



# **Letter of Agreement #15 Provisions of Information to Union**

(previously LOA #17)

The Parties agree that Letter of Agreement #2 and article 7.03 will be merged with article 2.01(b) following resolution of the issues referred to the FOI/POP subcommittee established in 1995 negotiations for the renewal of the collective agreement.

For Coast Mountain Bus Company Ltd.

For the COPE Local 378

Michael S. Madill  
Labour Relations Advisor

A.C.W. Hobbis  
Senior Business Representative

Dated this 28<sup>th</sup> day of September, 1995

## **Letter of Agreement #16 Employee Definitions**

There shall be a Joint Employee Definitions Committee formed, consisting of up to two (2) representatives from both the Employer and the Union. The committee's mandate will be to review the employee definitions contained in Article 1.07 of the Collective Agreement and determine whether new definitions are required.

The committee will identify problems with the current employee definitions and make recommendations to the parties for implementation. It is understood that this committee does not have the power to bind the parties but will develop recommendations for consideration by the parties.

## **Letter of Agreement #17**

### **Transition Issues**

- A) The following process shall apply to those current multi-incumbent classifications required in each of the new corporate entities:
- (i) The employees in the classifications affected will be canvassed by the Employer to determine their preference regarding the employer to which they wish to be transferred.
  - (ii) The employees' desired options will be respected as far as possible consistent with seniority.
  - (iii) In cases where there are not enough positions in one employer or the other to accommodate all employees' desired options, transfers will be done according to employees' desired options in order of seniority,
  - (iv) Remaining positions will be assigned to the remaining employees, in reverse order of seniority, once the allocations according to preference are no longer available.
- B) For the period from April 1, 1999 to March 31, 2001, the following conditions will apply to employees of the Greater Vancouver Transit Authority and the Greater Vancouver Bus Subsidiary holding regular status as of April 1, 1999:
- (i) Job vacancies in the COPE jurisdiction in both bargaining units will be posted in both entities in accordance with the provisions of Article 7 of the Collective Agreement between BC Transit and the COPE, Local 378, effective April 1, 1995 to March 31, 1998.
  - (ii) Employees of both the GVTA and the Bus Subsidiary will be eligible to apply for vacancies posted under item (i) above.
  - (iii) For the purposes of these postings, employees of each organization will be credited with their accumulated seniority, including seniority they had with BC Transit. Selections will be made in accordance with Article 7.
  - (iv) Employees of the GVTA and the Bus Subsidiary on temporary assignments in the other entity will be allowed to continue in these assignments. They retain the rights to their regular positions and will suffer no loss of seniority.
  - (v) For the purposes of the entire Article 8 (Layoff, Recall and Bumping Rights), the employees at the GVTA and the Bus Subsidiary will be considered as one group.
- C) Should there be any further separation of the Bus Subsidiary subsequent to the April 1, 1999 implementation of the provisions of Bill 36, the Union will be given as much advance notice

as legally possible of such a separation. Any party involved in such a separation will be given clear and unambiguous notice of the rights, responsibilities and obligations flowing from the *Labour Relations Code* and/or this Collective Agreement. At the request of the Union, the parties involved will meet with the Union to discuss the effects of the separation.

## **Letter of Agreement #18**

### **Sick Leave/Long Term Disability**

- A) The Employer and the Union agree that the sick leave plan should be reviewed as soon as possible to determine if there could be an extension of the current thirty (30) day illness provision. The Employer and the Union will implement such a change if it can be achieved on a cost neutral basis to the Employer or if additional costs can be offset by savings respecting the Employment Insurance rebate.
- B) (i) The Employer and the Union agree to work together in support of the Union's desire to opt out of the BC Transit Health & Welfare Benefit Trust (or its successor trust) with the objective of having an Income Continuance (LTD) Plan provided by the Union no later than June 30, 1999.
- (ii) In addressing this mutual objective, the Employer and the Union may retain benefit consultants and actuaries, whose costs will be equally shared by the parties.
- (iii) The costs for the LTD (Income Continuance) Plan will continue to be borne by the employees. However, this does not preclude any of the new corporate entities after April 1, 1999 from discussing with the Union the possibility of the new employer assuming the costs of the LTD plan in lieu of all, or part of the 2% salary increase which would otherwise apply on April 1, 2000.
- C) The Employer and the Union agree that there should be early intervention in dealing with employee absence problems and that there should be compulsory participation in the rehabilitation program. The Employer acknowledges the benefit of a member of the COPE assisting in the rehabilitation and return to work program. This COPE representative will work within the Employer's rehabilitation program as and when required. This arrangement will be on a trial basis for a one year period from July 1, 1999 in the Lower Mainland Bus Company. Time spent working in this capacity will be considered a paid leave of absence.

## **Letter of Agreement #19 Medical Examinations**

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

# Letter of Agreement #20 Operations Clerk

(previously LOA #22)

The Parties agree to transfer the duties of the Operations Clerk – to a limited shift work and non-standard hours category as defined below:

- (1) Shifts will fall between the hours of 0600 and 1800 only.
- (2) The work week will be as described in Article 11.02(c).
- (3) Articles 11.03 and 11.04 will apply to shifts worked by Operations Clerks where appropriate.
- (4) It is understood and agreed that the current Operations Clerk shall have first selection of any newly created shifts.

For Coast Mountain Bus Company Ltd.:

Michael S. Madill  
Labour Relations Advisor

Tom Yang  
Director, Operations Support

Rob Clarke  
Division Manager, Victoria  
Finance & Administration

For COPE, Local 378:

A.C.W. Hobbis  
Senior Business Representative

Andy Ross  
Executive Director

Anne-Marie Almasch  
Executive Councillor

Ray Manning  
Executive Councillor

Kevin Payne  
Job Steward

Patricia Letendre  
Job Steward

Dated this 2<sup>nd</sup> day of October, 1995.

# Letter of Agreement #21

## Relief Depot Clerk Shifts

(Formerly LOA #25)

The Parties agree to establish a centrally co-ordinated group of Relief Depot Clerk Shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. The three (3) existing Holiday Block Depot Clerk shifts (two at OTC and one at BTC) shall remain in their current properties. The only change to these shifts shall be that they assume the days off of the clerks on vacations, banked stats or RWWL's for which they are providing relief. These shifts shall be exempt from the remainder of this letter except #2 below.

All new Relief Depot clerk shifts will be required to assume the days off of the clerks on vacations, banked stats or RWWL's for which they are providing relief. (See #5 below)

2. Relief Depot Clerk Shifts will have four days off in every pay period, give or take up to two days, but will be exempt from the provisions of Article 11.02(a). It is understood that if Coast Mountain Bus Company Ltd. changes the pay period from the current arrangement, the parties will meet to discuss this clause.
3. These shifts shall be added to the Depot shift sign-ups and shall be highlighted and marked as "may be required to work at other Transit Centres". These shifts will be available for any clerk in the property to sign on a length of service basis in accordance with article 11.05.
4. In cases where there are two (2) or more Holiday Block/Relief shifts resident at a given Transit Centre, the employees wishing to sign the Holiday block/Relief shifts must indicate their intention and will sign for their specific shifts after all other Full-Time Regular Depot clerks have signed. Once all Depot clerks have signed their shifts, those Depot Clerks signing Holiday/Block Relief shifts will select their work in one week pieces on a length of service basis in accordance with Article 11.05. It is understood that there will be two (2) Holiday Block shifts at Oakridge Transit Centre that will be restricted to signing OTC work only, and one (1) Holiday Block shift at Burnaby Transit Centre that will be restricted to signing BTC work only.
5. It is understood that clerks signing the relief shifts mentioned above may be required to work at another property as scheduled or when they are not providing coverage for another employee on vacations, banked stats or RWWL days. The depots shall provide their staff plan, on a quarterly basis, to the OTC Depot Supervisor. It is understood that if a clerk is required to work a calendar week or longer at a property other than their assigned property the Employer will endeavour to assign them to the next closest property. The scheduling of this shall be done by the Depot Supervisor at OTC, with proper regard to seniority.
6. In order to efficiently schedule the Relief Depot Clerk Shifts, it is understood and agreed that all Depot Clerks will be required to bank ten (10) of their RWWL days to be taken off in two



blocks of five (5) consecutive days. The remaining seven (7) RWWL days may be taken as random days off and scheduled by mutual agreement of the employee(s) and his/her supervisor. *If an employee so chooses, he/she may sign an additional five (5) RWWL days as a block.* Notwithstanding the foregoing, it is understood between the parties that the Employer maintains its right to schedule RWWL days at Oakridge Transit Centre in accordance with the current practice.

7. It is understood that Depot Clerks must bank five (5) statutory holiday days. If an employee so chooses, he/she may sign an additional five (5) statutory holiday days. These days will be signed as time off in five (5) day blocks following the annual vacation sign up.

If toward the end of the calendar year it appears that the employee will be ineligible to receive pay for statutory holidays already taken as time off, or scheduled to be taken as time off, the employee may make up for that pay in accordance with the following:

- (a) Upon mutual agreement between the Employer and the employee, the employee may elect to work a day scheduled as time off for a statutory holiday. The employee may perform this work at any Depot and will not be paid any travel time or allowance.
  - (b) The employee may make up the shortage in pay by utilizing any unused banked time off.
  - (c) If there is no unused banked time available for the employee to use, the employee may use an unearned RWWL day. This time will be recovered in the next calendar year. Under no circumstances will the employee be allowed to use more than five (5) unearned RWWL days to cover such shortages.
8. Clerks required to work at another operating centre shall receive a travel allowance in accordance with Article 17.01(a) but will be exempt from Article 12.03 (based on the extra distance actually traveled over and above the distance the employee normally travels from his/her home to work).
  9. It is understood that when an employee working a Relief Clerk Shift is working a week that is not blocking for another clerk, the days off for that week will be the same as the days off that applied in the previous week.
  10. It is understood that the new shifts will be assigned to a particular Transit Centre.
  11. The Parties agree to meet on an annual basis, following the annual vacation sign-up, to review the relief requirements and depot shifts on a system-wide basis.

## **Letter of Agreement #22**

### **Re: Relief Depot Clerks Shifts**

(Previously LOA #27)

October 26, 1995

Mr. Art Hobbis  
Senior Business Representative  
COPE Local 378

Re: Letter of Agreement #21 – Relief Depot Clerk Shifts

It is understood between the Parties that situations may arise where employees working the Holiday Block shifts at Oakridge Transit Centre end up with more or less than one RWWL day in a three week period. In such cases, it is agreed that the department will adjust the schedule to ensure those employees have one RWWL day in the aforementioned period.

It is further understood that employees who select the Holiday Block/Relief Depot Clerk shifts at the other Depots will not be affected by this, due to the fact that such employees will be scheduling their RWWL days in five (5) day blocks in accordance with Letter of Agreement #21 (Relief Depot Clerk Shifts).

Employees who have signed a Holiday Block shift that provides coverage at Oakridge Transit Centre may be covering for an employee whose shift contains a RWWL day. In such cases, it is agreed that the employee will work on the day in question.

I trust this clarifies the Union's concerns regarding these matters.

Yours truly,

Michael Madill  
Labour Relations Advisor

**Letter of Agreement #23**  
**Article 12.05(b)**

(previously LOA #28)

September 20, 1995

Art Hobbis  
Business Representative  
COPE Local 378

Re: Article 12.05(b)

It is understood between the parties that situations may arise where no employee is delegated to act on his/her Supervisor's behalf, and a serious and significant problem occurs that requires an employee (on duty) to consult another employee who is off duty by telephone in order to resolve the problem. Such situations will be reviewed by Coast Mountain Bus Company Ltd. on a case-by-case basis.

Yours truly,

Michael Madill  
Labour Relations Advisor

**Letter of Agreement #24**  
**Article 10.01(d)(iii)**

(Previously LOA #29)

September 27, 1995

Art Hobbis  
Business Representative  
COPE Local 378

Re: Article 10.01(d)(iii)

It is understood between the Parties that the Pay Department staff working Monday through Friday, as of the date of this letter, will not be required to work Tuesday to Saturday unless mutually agreed to between the employee and the supervisor.

Yours truly,

Michael Madill  
Labour Relations Advisor

## **Letter of Agreement #25**

### **Use of Casual and Part-Time Employees in Customer Information Centre (Lower Mainland)**

(Previously LOA #30)

During negotiations for the renewal of the 1995 Collective Agreement the Parties discussed their respective concerns regarding the above captioned matter. The primary concern raised by the Union surrounded the use of the "Casual" employee category within the Customer Information Centre in the Lower Mainland. The concerns of the Employer surrounded the restrictive nature of the other existing employee categories under the Collective Agreement with respect to meeting the ongoing staffing needs of the department in question.

As a result of these discussions the Parties hereby agree as follows:

1. As soon as is practicable following the date of ratification of the renewal agreement, the existing distribution of employees among the various job categories contained in the collective agreement will be realigned in such a way as to ensure that the use of the "Casual" classification is in accord with the provisions of the Collective Agreement 1.07(d).
2. Future staffing changes in the Customer Information Centre will be handled in accordance with the provisions of the Collective Agreement.
3. It is understood that the maximum number of Holiday Block shifts will be determined by the department in accordance with the following formula:

$$\frac{\text{Total allocated annual vacation entitlement and banked statutory holidays}}{52}$$

This number will be rounded up to the next whole number.

The Parties agree that these Holiday Block shifts shall be exempt from the defined work week stated in Article 11.02(c). Furthermore, where a regular Holiday Block shift, selected by an employee in accordance with Article 11.05, results in an employee being scheduled to work more than five consecutive days, excluding assigned days off, payment of overtime rates shall not apply. All other circumstances attracting payment of overtime rates in accordance with Article 12 of the Collective Agreement shall apply.

Employees who sign for Holiday Block shifts will assume the actual shifts and days off of the employee scheduled to be absent from work. In cases where a Holiday Block employee ends up with more or less than one RWWL day in a three week period, the department will adjust the schedule to ensure the employee has one RWWL day in the aforementioned period.

The Holiday Block shifts will be used primarily to provide coverage for employees on Annual Vacation and banked stats. As well, these employees may be used to provide coverage for extended leaves of absence, long-term illness, project work, training, banked overtime and RWWL days.

It is understood that sign ups will be conducted in accordance with Article 11.05 in the following order:

- FTR employees will sign first.
  - Any FTR employee who chooses to Holiday Block must indicate their intention and will sign after all other FTR employees have signed.
  - Holiday Block employees will sign for their shifts in a method similar to that used for Transit Operators.
  - Once all of the FTR employees, including the Holiday Block employees, have signed, then the PTR employees will sign for their shifts.
  - In cases where a Holiday Block employee completes sign up and his/her schedule contains periods during which he/she is not providing coverage for another employee and he/she is not on holidays, the Employer will specify the days off for that period of time. In such cases those days off may be changed by the Employer, with two (2) weeks notice, at a later date to provide coverage for absences, of at least one week, arising after the sign up has taken place. It is understood that if this situation results in the employee being scheduled to work ten (10) days in a row, that such situation will be subject to mutual agreement between the supervisor and employee.
4. The PTR shifts within the Customer Information Centre shall be designed in accordance with Article 1.07(b).

Where the Employer chooses to make available a PTR schedule with less than 30 hours of work within the calendar week, the remaining days in that week may be designated as on call days, save two (2) consecutive days off. It is understood that the two consecutive days off will remain consistent throughout the period covered by the sign-up. On those days where a PTR employee's chosen shift is designated to be on call, they shall be available to report for work on that day unless the employee requires and is granted leave as provided in Article 15 and Article 19 of the collective agreement. An employee who is designated to be on call shall be free from the requirement to report for work where they have not been notified by 10:00 am on that day.

For Coast Mountain Bus Company Ltd.:

Michael S. Madill  
Labour Relations Advisor

Jack Eastwood  
Manager, Pay Department

Lynn Frazer  
Labour Relations Assistant

For the COPE Local 378:

A.C.W. Hobbis  
Senior Business Representative

Andy Ross  
Executive Director

Anne-Marie Almasch  
Executive Councillor

Ray Manning  
Executive Councillor

Kevin Payne  
Job Steward

Patricia Letendre  
Job Steward

Dated this 25<sup>th</sup> day of October, 1995

## **Letter of Agreement #26 Transfer of Headquarters - Depot Clerks**

(Formerly LOA #31)

The Parties agree that all full-time regular Depot Clerks in the Lower Mainland will be offered the opportunity to change their permanent headquarters prior to posting such jobs in accordance with Article 7.11.

Opportunities for transfer within the Lower Mainland will be posted in all Lower Mainland Depot offices for a period of one week.

Depot Clerks may also indicate their interest in advance by submitting written requests for transfer to the Human Resources Department. Written requests will be retained on file for a period of six (6) months.

Transfers will be offered to interested full-time regular Depot Clerks in order of seniority, providing the employee's performance is satisfactory.

The ultimate vacancy resulting from all transfers pursuant to this letter of agreement will be posted in accordance with Article 7.11.

This agreement is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other party.

For Coast Mountain Bus Company Ltd.:

For COPE Local 378:

Garry Gatley

A.C.W. Hobbis



## Letter of Agreement #27 Information Committee

The Parties agree to refer the following LOA's to the Information Committee for discussion:

LOA #2 – Provision of Personnel and Dues Deduction

LOA #7 – Complaints Against Employees

LOA #15 – Provision of Information to the Union

The committee will meet within three (3) months of the date of ratification and will develop recommendations to the parties no later than one year after the date of ratification.

For the Employer:

Michael Madill  
Director, Labour Relations

Sandra Hentzen  
Manager, Employment Services

Florence Webber  
Manager, Surrey Transit Centre

Ray Pauluk  
Manager, Service Monitoring and Analysis

Abby Kidd  
Manager, Client Services, IS

For the Union:

Jerri New  
President

Andy Ross  
Vice-President (Combined Units)

Dave Park  
Business Representative

Ray Manning  
Executive Councillor

Darlene Smid  
Executive Councillor

Dated: May 10, 2001

## **Letter of Agreement #28 Job Share Agreements**

Job sharing is defined as a voluntary agreement between Coast Mountain Bus Company and two regular employees, to divide the hours of work of one Full-Time Regular position between the two regular employees (unless the Company and the Union agree otherwise) in a manner that provides full-time coverage of that position.

### PROCEDURE:

#### 1. Requesting Job Share

A Full-Time Regular employee who wishes to job share must submit, to their direct Supervisor or Manager for approval, a written proposal for job sharing. The proposal must include an outline of a proposed work schedule for each job share partner.

#### 2. Approvals

The Company retains the right to approve job sharing arrangements on a case by case basis. In addition, a job sharing arrangement will not be permitted or allowed to continue if, in the opinion of the Company, the job sharing arrangement is not adequately meeting the needs of the Company.

If the proposal is approved, the Supervisor or Manager will forward the approved job share proposal to Employment Services for posting.

#### 3. Job Sharing Agreement

Once a suitable job sharing arrangement has been approved, a Job Sharing Agreement must be signed by the Company, the Union and the Job Share Partners. A copy of this Agreement will be provided to the Union. The Union's signature will not be unreasonably withheld.

The Job Sharing Agreement must include, but is not limited to, the items listed below:

3.1 A written statement which underlines the commitment of the Company and the Job Share Partners to the terms and conditions of the job sharing arrangement.

3.2 An outline of the work schedule for each job share partner. This schedule may be revised upon mutual agreement by the Job Share Partners and the Supervisor or Manager, as required or pursuant to the provisions of the Collective Agreement.

3.3 Provisions for staffing the full-time position in the absence of one of the partners due to sick leave, vacation, or any other temporary absence:

Each Job Share Partner is required to work on a full-time basis when the other partner is on annual vacation or sick leave or during any other temporary absence; in cases where the temporary absence is due to a long term illness, the remaining Incumbent will be offered the position on a temporary full-time basis; if the remaining Incumbent does not wish to

revert to full-time status for the duration of the absence, the Company will seek to fill the vacant job share portion in accordance with Article 7; if the job share portion cannot be filled, the job share arrangement will be terminated.

- 3.4 The Job Share Partners are entitled to coverage under the Dental Plan, Medical Services Plan and Extended Benefits Plan. Based on the number of hours worked, each job share partner will pay a prorated premium on a cost shared basis.

Each job share partner will pay a premium based on hours worked for Income Continuance and they will make required contributions to the Pension Corporation. The Company will pay premiums for the Basic Group Life Insurance coverage based on annual earnings.

- 3.5 The Job Share Partners will accrue vacation, and sick leave as a Part-Time employee in accordance with the Collective Agreement.

- 3.6 Seniority will be calculated in accordance with the Collective Agreement.

- 3.7 Provisions for Statutory Holiday Pay and Overtime Premiums:

Statutory Holiday Pay will be in accordance with the Collective Agreement. Overtime Premiums will be paid in accordance with the Collective Agreement once seven and one half (7 ½) hours in a day or thirty seven and one half (37 ½) hours in a week is worked by one of the job share partners. In the event that the job share arrangement is for a position that is subject to a modified or compressed work week arrangement, overtime will apply after one of the Incumbents works more than a full shift in one day. All overtime must be pre authorized.

- 3.8 Length-of-Service Increases and Annual Performance Reviews:

Length-of-Service increases will be based upon the number of hours worked and will be calculated in accordance with the Collective Agreement.

The job share Incumbents will receive a Length of Service increase after every 1829 hours of service until they reach the maximum of the pay grade. A Length of Service increase may be withheld in accordance with the Collective Agreement.

Annual performance reviews for employees will be conducted in accordance with the Collective Agreement.

- 3.9 Selection to another position or termination of employment by one of the Job Share Partners:

Should the original Incumbent be selected for another position, or terminate his or her employment, the full-time regular position will be posted. The remaining Job Share Partner may apply for the full-time regular position. Should the remaining Job Share Partner not be selected for the full-time position, then the provisions of Article 8 of the Collective Agreement would apply.

Should the Job Share Partner be selected for another position, or terminate his or her employment, the original Incumbent will assume the position on a full-time basis, and may elect to initiate a new job share arrangement as per 1 above.

3.10 Cancellation of the Job Share Arrangement:

During the first six (6) months of the job share, the job share arrangement may be cancelled by either the Company or any one of the Job Share Partners, with a minimum of thirty (30) calendar days' written notice. In the event that the job share arrangement is cancelled during the first six (6) months, both Job Share Partners will return to their former positions, as if they were formerly regular employees.

After the first six (6) months, the job share may be cancelled by the Company with a minimum of thirty (30) calendar days' written notice to both Job Share Partners. Should the job share arrangement be cancelled by the Company the original Incumbent will again assume that full-time regular position. The provisions of Article 8 will apply to the Job Share Partner. If the original Incumbent declines the full-time regular position, then the original Incumbent will be deemed to have resigned from their position and the full-time regular position will be posted.

A copy of any notices of cancellation will be forwarded to the Union.

For the Employer:

For the Union:

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Michael Madill

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Dave Park

Dated: September 20, 2001

## **Letter of Agreement #29**

### **Re: Modified Work Week - Fire Prevention**

This letter shall be applicable to the employees in the Fire Prevention Department only.

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

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

#### Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week. The standard hours of work shall be 0700 – 1615.

#### Work Day

The work day shall be eight and three quarters (8.75) hours of work, exclusive of the 30 minute lunch period.

#### Work Week

- (a) The standard work week shall be 4 days: Either Monday through Thursday, or Tuesday through Friday. Shift choices will be as designated by the Department Supervisor through sign-up.
- (b) The RWWL days are integrated into the three (3) consecutive days off and will no longer be scheduled.
- (c) Coast Mountain Bus Company has the right to change the hours of work in accordance with the provisions of 10.01(d)(i) and days of the week with thirty-six (36) hours notice, subject to mutual agreement between the employees and their supervisor.

Employees required to change days worked who work five (5) 8.75 hour days in one week as a result, will take another day off in exchange at a mutually agreeable date.

- (d) In the event that the Department Supervisor is expected to be away from work for a period of time of one week or more, the employees in Fire Prevention will adjust their work days as directed to ensure adequate coverage in the department.

### Work Year

A total of 1826.23 hours shall constitute a work year. The employees in Fire Prevention may be scheduled to work more, or less, than 1826.23 hours in a specific year. The balance of 1826.23 hours per year shall be achieved while the employees are working under the MWW in Fire Prevention. The parties agree to review the total annual hours of straight time work performed by all the affected employees each 5 years.

In the event that the total annual hours of straight time is not in accordance with the above, the Parties shall ensure that corrective adjustments are made to achieve the required consistency.

### Salary

All employees shall receive the same rates of pay and be paid in the same manner as they are presently. To facilitate the Employer working within the existing pay system and the Collective Agreement, the following shall apply:

$$\frac{\text{Monthly Salary}}{152.185} = \text{Hourly Rate}$$

### Overtime

- (a) Overtime shall be paid after 8.75 hours of work in a day at 150% of the applicable rate for the first hour following their regularly scheduled shift. Thereafter, all hours shall be paid at 200% of their hourly rate for all hours worked on the same day.
- (b) All time worked on an employee's scheduled days off shall be paid at 200% of their hourly rate.

### Statutory Holidays

- (a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement:

$$\frac{\text{Number of Statutory Holidays Per Year} * 7 \text{ Hours Per Day}}{\text{Annual Work Hours Credit Banked}}$$

Annual entitlement: 77 hrs taken in 8.75 hr increments

- (b) Annual entitlement shall be banked and the employees shall take all statutory holidays off that fall on their scheduled work day except as provided in (d) below.
- (c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent the employees carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

If an employee's banked statutory holiday entitlement or any portion of it is not used by December 31 in the applicable year of entitlement, it shall be deducted from the

total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

- (d) The parties agree that the Employer has the right to require employees to work on a statutory holiday. Any arrangements for such work will be made in accordance with Article 14.08 of the Collective Agreement.

### Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

* 1 <sup>st</sup> – 7 <sup>th</sup> anniversary	-	3 weeks
8 <sup>th</sup> – 15 <sup>th</sup> anniversary	-	4 weeks
16 <sup>th</sup> – 22 <sup>nd</sup> anniversary	-	5 weeks
23 <sup>rd</sup> and later anniversary	-	6 weeks

### Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to article 19.01(b) save and except the words “followed by deferred RWWL days”.

### Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Employer or the Union upon sixty (60) days written notice to the other party.

Continuation of the Modified Work Week for the Fire Prevention Department is contingent upon the absence of cost increases to the Employer and the maintenance of an equivalent level of productivity to that which was achieved prior to the introduction of the Modified Work Week.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect.

For the Employer:

Michael Madill  
Labour Relations Advisor  
& Chief Spokesperson

Tom Louie  
Manager, Facilities & Maintenance

Gord Dunning  
Fire Prevention Supervisor

Dated: July 21, 1995

For the Union:

Andy Ross  
Executive Board Member

Steve Edlund  
Fire Prevention Workleader

## **Letter of Agreement #30 Article 11.07 Notice for Relief**

A special Committee to ensure the consistent administration of this clause will discuss grievances under Article 11.07. This Committee will not replace the grievance procedure, but will meet prior to the initiation of a grievance at stage two.

This Committee will be comprised of two representatives of the Employer and two representatives of the Union.

The Committee will make recommendations to the parties based on the following:

1. The business reasons for the change of shift
2. The reasons for denying the Employer's request

For Coast Mountain Bus Company:

For COPE:

\_\_\_\_\_  
Michael Madill

\_\_\_\_\_  
Dave Park

Dated this 4<sup>th</sup> day of December, 2002



Letter of Agreement #31  
Transfer of the IC (LTD) Plan to COPE Local 378 LTD Trust

1. This agreement is entered into between the above parties in full and final settlement of Grievance #010003, Transfer of the IC (LTD) Plan to COPE Local 378 LTD Trust.
2. The parties mentioned above agree to the transfer of all COPE 378 members from the Transit Employees Health and Benefit Trust to the COPE Local 378 LTD Trust under the following conditions:
3. The Union will provide the COPE members with all of the pertinent information and details concerning the transfer from the Transit Employees Health and Benefit Trust to the COPE Local 378 LTD Trust during the ratification process.
4. The agreement to transfer the COPE members is to be included in the ratification process and is considered to be part of the Memorandum of Agreement.
5. Upon ratification of the Memorandum of Agreement the parties will begin the process for transfer of COPE members to the COPE Local 378 LTD Trust and the target date for the transfer is April 1, 2004.
6. Approval of a conclusive Transfer and Assumption of Liability Agreement by the respective boards of trustees.
7. The Union will withdraw Grievance #010003 upon conclusion of all of the above provisions of this Letter of Agreement.
8. The Company and the Union reserve the following rights:

The Union reserves the right to grieve Letter of Agreement #18 (A) if the discussions concerning the EI Premium Reduction Program as stated in the letter dated December 10, 2003 fail to meet the intent of the letter.

The Company reserves the right to argue that the Union's grievance relating to LOA #18 (A) is out of time and, in addition, neither this agreement nor the letter dated December 10, 2003 in any way prejudices the Company in this matter.

Dated: December 22, 2003

The Company

Delee Hammond  
Sandra Hentzen  
Hunter Rogers

The Union

Dave Park  
Ray Manning  
Ron Williams

## Letter of Agreement #32

### Special Issues Resolution Committee – Terms of Reference

1. A Special Issues Resolution Committee (SIRC) will be established to address issues raised by both parties in collective bargaining. The SIRC will consist of the respective bargaining committees from the Company and the Union.
2. Advisory Staff may be utilized by either Party to assist the discussion of relevant issues at the SIRC.
3. The mandate of the SIRC is to engage in a problem solving dialogue and includes developing and implementing the agreements reached between the Parties on the attached issues (the "Issues"). It is understood between the Parties that by agreeing to include the Issues for discussion, neither party necessarily agrees to the problems as stated nor to the solutions as proposed.
4. In discussing the issues, the Parties will have regard to improving service delivery to CMBC customers and overall productivity while protecting or enhancing the quality of employees' working lives.
5. The Parties recognize that any agreements reached are subject to the ratification processes of their respective principals as determined by each party.
6. The Parties will commence their discussions in January 2004 and will conclude their discussions by May 31, 2004.
7. In the event the Committee fails to reach agreement by May 31, 2004, the Issues will be referred to a joint top-level dispute resolution committee consisting of senior Union Representatives and members of the CMBC Executive Management Team and including the Company spokesperson from the process described above.

## Letter of Agreement #33 Long Term Disability Transfer

This agreement is entered into between the above parties in full and final settlement of Grievance #010003, Transfer of the IC (LTD) Plan to COPE Local 378 LTD Trust.

The parties mentioned above agree to the transfer of all COPE Local 378 members from the Transit Employees Health and Benefit Trust to the COPE Local 378 LTD Trust under the following conditions:

1. The Union will provide the COPE members with all of the pertinent information and details concerning the transfer from the Transit Employees Health and Benefit Trust to the COPE Local 378 LTD Trust during the ratification process.
2. The agreement to transfer the COPE members is to be included in the ratification process and is considered to be part of the Memorandum of Agreement.
3. Upon ratification of the Memorandum of Agreement the parties will begin the process for transfer of COPE members to the COPE Local 378 LTD Trust and the target date for the transfer is April 1, 2004.
4. Approval of a conclusive Transfer and Assumption of Liability Agreement by the respective boards of trustees.
5. The Union will withdraw Grievance # 010003 upon conclusion of all of the above provisions of this Letter of Agreement.
6. The Company and the Union reserve the following rights:

The Union reserves the right to grieve Letter of Agreement #18(a) if the discussions concerning the EI Premium Reduction Program as stated in the letter dated December 10, 2003 fail to meet the intent of the letter.

The Company reserves the right to argue that the Union's grievance relating to LOA #18(a) is out of time and, in addition, neither this agreement nor the letter dated December 10<sup>th</sup>, 2003 in any way prejudices the Company in this matter.

Dated: December 22, 2003

For the Company

Delee Hammond  
Sandra Hentzen  
Hunter Rogers

For the Union

Dave Park  
Ray Manning  
Ron Williams

## Letter of Agreement #34 EI Premium Reduction Program

December 10, 2003

Mr. Dave Park  
Senior Union Representative  
COPE, Local 378  
2<sup>nd</sup> Floor, 4595 Canada Way  
Burnaby, BC V5G 4L9

Mr. Andy Ross  
Vice-President  
COPE, Local 378  
2<sup>nd</sup> Floor, 4595 Canada Way  
Burnaby, BC V5G 4L9

Dear Sirs:

### **EI Premium Reduction Program**

During the course of negotiations between the parties regarding the transfer of the COPE Income Continuance (IC) Plan from the Transit Employees' Health & Benefit Trust to the COPE Trust, the issue of the Plan's eligibility under the EI Premium Reduction Program was discussed.

It is agreed that the Employer, upon request of the COPE will submit an application to the EI Premium Reduction Program. If successful in this submission, the parties will form a joint committee to discuss the allocation of the Employer's portion of the Premium Reduction amount.

The Employer recognizes the importance of the Union's involvement in this matter and welcomes the Union's input. The Employer will give every reasonable consideration to proposals put forward by the Union.

Yours truly,

### **Original Copy Signed**

Hunter Rogers  
Senior Labour Relations Advisor  
Coast Mountain Bus Company

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