

AGREEMENT

Between

BC Transit (Victoria)

And



Canadian Office & Professional Employees' Union  
Local 378



Effective Date: April 1, 2014 – March 31, 2019

BRITISH COLUMBIA TRANSIT  
(VICTORIA)

(Hereinafter referred to as “the Employer”)

AND

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES’ UNION,  
LOCAL 378

(Hereinafter referred to as “the Union”)

On this 1st day of April, 2014, make and enter into this Collective Agreement which is effective April 1<sup>st</sup>, 2014 and which expires March 31<sup>st</sup>, 2019.

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## AGREEMENT

This Agreement made

Between:

BC TRANSIT

(hereinafter called the "Employer")

And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378

(hereinafter called the "Union")

1. The following provisions shall take effect and be binding upon the Employer and the Union for the period commencing April 1, 2014 and ending March 31, 2019, and agreement to continue in force after the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

The parties agree to exclude the operations of section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

### 2. Notice to Bargain

- a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after the date four months prior to the expiry of the Collective Agreement.
- b) Where no notice is given by either party by the date three months prior to the expiry of the Collective Agreement, both parties shall be deemed to have given notice, in accordance with the Labour Relations Code.
- c) Where notice has been given pursuant to either a) or b), the parties shall commence collective bargaining within ten calendar days after the notice was given, or at some other time as may be mutually agreed.
- d) Notwithstanding the above, this Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the parties.



**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. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine.

**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. All references to “days” mean “working days”; references 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 Certificate issued to the Union on May 7th, 1999 and amended on November 21, 2001, and which includes employees in a unit composed of office employees employed by BC Transit in the Victoria Regional Transit System, except those excluded by the Code or by agreement. 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.

During the life of this Agreement the Union will not authorize any strike or walkout and the Corporation will not cause any lockout. Under this clause it will be no violation of the Agreement for employees to refuse to cross a picket line or a trade union.

### 1.02

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, national origin or ethnic origin, colour, citizenship, place of residence, age (as defined in the Human Rights Act), sex, sexual orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, criminal or summary offence unrelated to current employment, political or religious affiliation or beliefs, or membership or activity in any trade union.

### 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 **Leaves of Absence for Union Business**

Leaves of absence shall be granted to officers or representatives of the union 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.

The Union shall 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 endeavour 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 Full-time Officers or Representatives of the Union**

- 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 the term of office, for members appointed or elected to positions with the Canadian Office & Professional Employees' Union.
- c) For those filling elected positions in the Canadian Office & Professional Employees' Union, the leave of absence will be reviewed each term. 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.

#### **1.06 Assignment of Work & Contracting Out**

- 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 a full time regular position which is of a continuing nature. New employees will be considered probationary 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**

Regular part time positions are part time positions of an on-going 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, scheduled with two (2) consecutive days off. 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. 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 biweekly earnings as defined in Subsection 7.03(g) paid on a biweekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

Schedules for part-time regular employees will be established by BC Transit and will be for a minimum period of two (2) weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ. A Supervisor may change an established schedule but must provide two (2) weeks notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

**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 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 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 posted 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 7.03(g) paid on a biweekly basis in lieu of Reduced Work Week Leave.

**d) Casual**

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 biweekly earnings as defined in Subsection 7.03(g) paid on a biweekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

## **ARTICLE 2 - UNION SECURITY AND DEDUCTION OF DUES**

### **2.01 Union Membership**

- a) All employees covered by this Agreement, shall, as a condition of employment, within fifteen (15) days of their employment by the Employer, become and remain members of the Union. 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 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.
- c) The Employer will supply the Union, on request but no more than twice a year, with a listing of COPE employees showing employee number, name, sex, job title, date of hire, date of termination, job group, step level, salary rate, salary effective date, division, department and work location, employment status (FTR, etc.), seniority, home address, home telephone number, and date of birth in the order requested.
- d) Both membership and dues deduction shall be retroactive to date of hire.
- e) The Employer will provide the Union monthly with a list of all COPE employee hirings, transfers, promotions and terminations.

## **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 Co-operation**

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

## **2.04 Labour Management Meetings**

- a) The Parties agree to form a Joint Employer/Union Committee to be known as the Labour Management Committee, to provide a forum for information exchange and discussion between the Union and Management.
- b) The Committee shall be composed to a maximum of four (4) members, two (2) Employer and two (2) Union members to be appointed by the respective parties. The Committee may be augmented as necessary to provide input on the issues under discussion.
- c) The Committee shall meet quarterly or more frequently as needed and shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed. Minutes outlining only the action items arising from the meeting will be distributed to the members of the Committee.
- d) Employees appointed as Union Representatives to the Committee shall be paid at straight time rates for attendance at Labour Management Meetings.

## **2.05**

Neither BC Transit nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with BC Transit or its representatives which conflicts with the terms of this Agreement. 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.

## **2.06 Union Insignia**

- a) A Union member shall have the right to wear or display the recognized Union insignia (lapel pin) bearing the designation "COPE, Local 378".
- b) The Employer agrees that the Union shall have the right to display a Union representative card at the work location of each Union representative, subject to mutual agreement concerning size, location and design. Such cards shall remain the property of the Union.

## **2.07 Union Access to Employees**

The Employer agrees that access to its premises shall be allowed to any designated representative of the Union for the purpose of business connected with the Union, upon advance notice, subject to operational and security requirements.

## **2.08 Union Communication**

- a) The Employer shall provide free bulletin board facilities at each of its premises for the exclusive use of the Union, with the location in each case to be determined by mutual agreement of the parties. Such bulletin boards shall be used to post Union communications.
- b) The Union shall have the right to use the Employer's electronic mail/bulletin board system(s) to communicate with Employees in the bargaining unit. Employees shall have the right to use the Employer's electronic mail/bulletin board system(s) to communicate with the Union. Both the Union and the Employees shall at all times adhere to the Employer's policies regarding electronic mail/bulletin board system usage. Failure to do so will cause this provision to come to an end. The Employer shall provide the Union and each Employee in the bargaining unit with a copy of said policies and any updates thereto. There is no guarantee of privacy when using the Employer's electronic mail and computer systems.
- c) The Union may place ballot boxes in the workplaces of the Employer for the purposes of conducting Union elections, referenda, polling or collective agreement votes, subject to mutual agreement concerning the timing and location of such votes to avoid disruption of work.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **3.01 Definition**

- a) "Grievance" means any difference between the Union and the Employer bound by this Agreement concerning its interpretation, application, operation, or any alleged violation, 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 IV of Section 3.03 below.

### **3.03 Employee Complaints and Grievances**

The Parties intend 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, but not later than twenty (20) working days from the date of the action or the date the employee was advised of the action which led to the complaint.

- b) **Employee Grievances - Stage I**

An employee through a Union job steward or any other Union representative 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 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.

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 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 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.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Employer's decision on the grievance shall be given in writing to the Union not later than five (5) 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 – Standing Committee**

Standing Committee will be established with two (2) senior members from the Employer and two (2) senior members from the Union to discuss grievances prior to submission to arbitration. The Standing Committee will meet on the call of the party intending to proceed to arbitration. The Standing Committee will review the issue in dispute and the supporting evidence in an attempt to resolve the grievance.

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

e) **Stage IV – 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 Labour Relations Board.

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

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

(iv) 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 wages lost by reason of his 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**

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, a single arbitrator will be selected through the process outlined in Article 3.03 (e) (i). The arbitrator shall:

- (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.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. A single arbitrator will be selected through the process outlined in Article 3.03 (e) (i).
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 (e) 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 of 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.
- 9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator.
- 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.

### **3.08 Disclosure of Information**

With respect to every grievance, the Parties specifically agree to provide each other with full disclosure of all relevant evidence.

### **3.09 Deviation from Grievance Procedure**

- a) The Employer will not initiate negotiation with the grievor in respect to a grievance resolution once the grievance has been initiated by the Union, without the prior consent of the Union.
- b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned on a without prejudice basis.

## **ARTICLE 4 - SALARY SCALES AND ALLOWANCES**

### **4.01 Salary Scales**

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.

Biweekly 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.

### Monthly Salary Scales

Effective April 1, 2015

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	2,262	2,366	2,443	2,516	2,616	2,719
2	2,471	2,588	2,665	2,747	2,859	2,971
3	2,698	2,816	2,910	3,003	3,120	3,237
4	2,945	3,079	3,174	3,277	3,406	3,536
5	3,212	3,357	3,470	3,573	3,712	3,861
6	3,511	3,664	3,786	3,900	4,057	4,214
7	3,832	4,001	4,128	4,259	4,426	4,598
8	4,183	4,367	4,505	4,642	4,832	5,023
9	4,558	4,763	4,917	5,071	5,272	5,481
10	4,981	5,202	5,370	5,534	5,750	5,979
11	5,434	5,678	5,861	6,042	6,283	6,532
12	5,934	6,202	6,401	6,593	6,855	7,126

### Bi-Weekly Salary Scales

Effective April 1, 2015

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1,041	1,088	1,124	1,157	1,203	1,251
2	1,137	1,190	1,226	1,264	1,315	1,367
3	1,241	1,295	1,338	1,381	1,435	1,489
4	1,355	1,416	1,460	1,507	1,566	1,626
5	1,477	1,544	1,596	1,644	1,707	1,776
6	1,615	1,685	1,742	1,794	1,866	1,938
7	1,763	1,840	1,899	1,959	2,036	2,115
8	1,924	2,009	2,072	2,135	2,222	2,310
9	2,097	2,191	2,261	2,333	2,425	2,521
10	2,291	2,392	2,470	2,545	2,645	2,750
11	2,499	2,612	2,696	2,779	2,890	3,004
12	2,729	2,853	2,944	3,033	3,153	3,277

Annual Pay Scales for:

2016

2017

2018

2019

Will be produced after the ESD is determined each year in February. The scales will then be produced again to include the April 1<sup>st</sup> increase each year.

Economic Stability Mandate General Wage Increase (Fiscal Envelope)

<u>Year</u>	<u>February 1</u>	<u>April 1</u>
<u>2015</u>		<u>1.0%</u>
<u>2016</u>	<u>ESD*</u>	<u>0.5%</u>
<u>2017</u>	<u>1% + ESD*</u>	<u>0.5%</u>
<u>2018</u>	<u>1% + ESD*</u>	<u>0.5%</u>
<u>2019</u>	<u>1% + ESD*</u>	

\*ESD = Economic Stability Dividend is described in detail in the Letter of Agreement of the same title.

**4.02 Length-of-Service Increases**

- a) Salary advances within the ranges shall be automatic except in cases of inadequate performance. In these cases, increases may be withheld provided the employee receives at least one month's written notice of intent to withhold the increase, with a copy provided to the Union.
- b) Increases will not be granted to employees on probation. When in the opinion of the Employer, the employee has fully restored his performance at some subsequent date, he shall regain his position within the salary scale on a non-retroactive basis.
- c) Employees on sick leave will be limited to one length-of-service increase. After returning to work the employee will be entitled to the next increase on the same date he would have been entitled to an increase had he 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 4.02(f) below by combining his service prior to and following his 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 will retain their previously established length of service date, unless promoted as per item (iii) below.

- (ii) New employees will have their length of service increase date for their entry job determined by their date of hire.
  - (iii) Any regular employees who receive a promotion will receive a salary adjustment in accordance with Section 7.04, 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 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 salary range will have his salary increased to the next higher step in that range.

An employee whose salary is between steps of his salary range will have his 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 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 first length-of-service increase in his new job on the same date as he would have been entitled to receive a length-of-service increase had he remained in his former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he will progress on the dates applicable to his 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 7.04 and will continue to receive his length-of-service increases on the new job on the same date as he would have received them had he 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.

#### 4.03 First Aid Premium

In accordance with the requirements of Worksafe BC, the Employer will ensure that properly trained first aid personnel and adequate equipment and supplies are available.

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 Worksafe BC Regulations or as specified by the Employer).

Pay Allowance in Addition to Basic Rate		
	Wage Employees	Salaried Employees
Level 1	\$0.30 per hour	\$48.92 per month
Level 2	0.75 per hour	122.29 per month
Level 3	0.90 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	\$0.21 per hour	\$34.24 per month
Level 2/2 years	0.24 per hour	39.13 per month

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

#### 4.04 Training Premium

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

#### 4.05 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) All jobs will be evaluated consistently and equitably relative to each other by use of the Gender Neutral Job Evaluation Plan Manual.
- b) Job evaluations and grouping of jobs established under the 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 A. Appendix A will be updated and provided to the Union upon request.
- 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 appeal jobs and contact the Employer to discuss any problems or to obtain information related to jobs under review.
- 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 sign the factor and level definitions outlined in the Plan.
- e) Job descriptions will be prepared by the Employer 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 initialling 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 Employer and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officer. Job descriptions will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Union. 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.
- 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 Officer**

- a) The Parties agree that the Union will train and appoint one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as the Job Evaluation Review Officer 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 Officer.
- b) The primary responsibility of the Job Evaluation Review Officer 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 the Employer to review changes in duties and/or responsibilities in existing jobs which may have occurred.

#### **5.05 Job Evaluation Review Procedure**

A position receiving a job evaluation review will not be eligible for further review for an eighteen month period, unless substantial change to the function and duties of the position can be demonstrated.

##### **a) Step One**

Any employee or the Union may initiate a job evaluation review by submitting a job evaluation review form to the Employer outlining the changes which may warrant a review and the employee provides a copy to the Union office.

The Employer, the Union and the affected Employee will meet within thirty (30) days to discuss the changes and determine if there is a reasonable case for a job evaluation review based on the information provided.

**b) Step Two**

Within sixty (60) days of meeting in Step One (a), a draft version of a revised or new job description will be provided to the employee(s) and Manager to vet and sign off.

Once the content of a new or revised description has been agreed to, the Employer will apply the Job Evaluation Plan to determine the paygroup and forward same to the Union, Employee and Manager.

The Parties may extend the time limits by mutual agreement.

**c) Step Three**

Any issues that the parties are unable to resolve may be referred to the job evaluation appeal process in Article 5.07.

**5.06 Standing Arbitrator**

The Parties will share equally the costs of a Standing Arbitrator who is responsible to resolve appeals under Section 5.07.

**5.07 Job Evaluation Appeal**

Any disputes arising from the Job Evaluation Review Process will be referred to the Standing Arbitrator for final resolution within twenty (20) working days.

The parties will submit their evaluations in advance to the Standing Arbitrator. The Standing Arbitrator will identify the issues in dispute, and will conduct a hearing limited to those issues. The Arbitrator's decision will be final and binding on the Parties.

**5.08**

Any changes to the incumbent's pay group will be retroactive to the date either a review or appeal was initiated.

**ARTICLE 6 – SENIORITY**

**6.01**

All employees shall have their seniority begin with the last date of hire for unbroken service with the Employer in a job category under C.O.P.E. jurisdiction. Employees as of April 1, 2010 who have continuous service with the Employer and its predecessor(s) shall maintain that seniority.

**6.02**

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

- a) Full-time temporary and casual employees who obtain regular status shall be granted seniority from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime).
- b) When two or more Full-Time Temporary employees are being considered for a vacancy posted pursuant to Section 7.09 of this Collective Agreement, Sub-Section 7.09(d) will apply to these employees and they will be considered to have seniority from their Employer entered service date within the COPE jurisdiction based on all hours worked (excluding overtime) 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 Worksafe BC.

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 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 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.

#### **6.08**

Regular employees who obtain temporary positions outside the COPE bargaining unit but within BC Transit shall continue to accrue seniority as if they had remained in the bargaining unit, provided they maintain their COPE membership and remit required union dues. For an exempt position, full dues are required; for another bargaining unit position, minimum dues are required. Such temporary positions shall be limited to six months, except that the period may be extended by agreement of the Employer and the Union. Agreement will not be unreasonably withheld.

In the case of Part time regular employees, seniority will accrue on the basis of their regularly scheduled hours in their COPE bargaining unit positions.

### **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 advise the probationary employee and the Union of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding, a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

#### **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 Step 3 (three) of the salary range, at its option, to recognize related experience. New employees may be hired above Step 3 (three) of the salary range in exceptional cases, provided agreement is reached with the Union. Such agreement will 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 is employed, his salary will be determined as though he were a new hire, except that consideration will be given to his experience, as set out in the previous paragraph.

### 7.03 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, 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 nor demotion as defined above.
- d) By definition, a “temporary promotion” shall mean a promotion, as defined above, which in the case of Subsection 7.05(b) lasts for more than two (2) consecutive working days and in the case of Subsections 7.05(a) and 7.05(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 job until the maximum for the range reaches his salary.
  - a) By definition, “blue-circled” shall mean that an employee’s salary will be maintained above the maximum of the salary range for his job until he vacates the position. Any increases will be made on that higher rate of pay.
  - b) By definition, “base rate” shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, and other adds to pay.

### 7.04 Permanent Promotions

When an employee is promoted he will receive an increase of 5% on his 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 shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he shall receive such maximum.

### 7.05 Temporary Promotion

- a) Should an employee be temporarily promoted to a higher level position he 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 non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion is two (2) consecutive working days or longer. All temporary promotions must be presented to the employee in writing.

- c) If a temporary promotion is three (3) groups or less above the employee's current level his promotional increase will be determined by Subsection 7.04 above. If a temporary promotion is four (4) groups or more above his current level the Employer 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) An employee temporarily promoted to a higher job group will receive the minimum for the position or 5%, whichever is greater. Under no circumstances will an employee receive greater than the maximum of the range.

An employee who is eligible for a length of service increase in their base position during the term of the temporary assignment will be eligible for that length of service increase outlined in Article 4.02. The 5% increase will be recalculated accordingly.

Upon returning to the base position, the employee will be paid at the step in the salary range that he would have received had he not taken the temporary assignment.

- 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) Acting Trainers  
  
Acting Trainers shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase.
- h) Any entitlement for a temporary salary increase under Article 7.05 (a) and (b) will not be paid for partial working days.

## **7.06 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)
  - (i) In cases where the demotion is directly caused by the employee, for example through choice, the employee will be paid at the appropriate pay group for the position they are transferring to.
  - (ii) In cases of inadequate performance the following shall apply:  
If the employee has a year or more of service in the higher grouped job, upon demotion he will retain his 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 salary will be that which he would have attained had he moved directly to the lower-grouped job on the same date that he moved to the higher-grouped job.

- (iii) 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 lower job grouping.
- c) Any employee whose position is reclassified to a lower pay level due to re-evaluation, re-organization or redundancy due to change in methods, will retain his salary 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.
  - (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.
  - (iii) Regular employees who refuse retraining under paragraph (i) above 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 postings to facilitate transfers of employees.

#### **7.07 Eligibility for Job Competitions**

All employees who have completed the probationary period outlined in 7.01 shall have the right to apply for all vacant positions.

#### **7.08**

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 (including part time regulars).
- b) Full-time temporary employees and casual employees with one (1) year's accredited BC Transit 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.

## **7.09 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:
  1. Temporary vacancies involving vacation relief or a duration of less than three (3) months.
  2. Jobs at Group 3.
  3. 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, job location, special conditions, and the closing date of the competition. With agreement of the Union, under exceptional circumstances posting 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 posted job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy, and the existing job title of successful COPE applicant(s) for BC Transit job vacancies under COPE jurisdiction. A late applicant shall be considered for a posted job provided he was absent from work due to sickness or vacation or away from the employee's workplace at the time the job was posted, and provided his application is received 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 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 posting prepared by the Employer or the equivalent knowledge and skill, and shall also include consideration of the employee's performance on his present job.

Any skills, abilities, knowledge and/or qualifications, which are established for any job, must be reasonably and fairly related to the major job duties to be performed as described in the job description.

Where the Employer accepts equivalencies for the skills, abilities, knowledge and/or qualification established for any job posting, such equivalencies will be applied consistently to all candidates.

- 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) **External Hires**

If a vacancy cannot be filled internally under this Article, then the Employer shall have the right to hire from external sources, providing that the same knowledge, skills and abilities requirements are applied to external and internal candidates.

### 7.10 Temporary Vacancies

- a) Temporary vacancies in full-time regular positions of over three (3) months in duration will be posted in accordance with Section 7.09. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.09(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 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) Temporary vacancies in full-time regular positions involving vacation relief or a duration of less than three (3) months will be filled, subject to the requirements of the department, in accordance with Subsection 7.09(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, BC Transit will consider filling such ensuing vacancies by the use of current employees prior to hiring from outside.
- d) Where a regular employee fills a temporary full time position that employee will have the right to return to their regular job.

### 7.11

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 appointment. If after six (6) weeks from date of notification the employee has not moved to his new job because of a delay caused solely by the Employer, he will be paid as if he 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. Notwithstanding the above employees shall assume the duties of their new position no later than ten (10) weeks from the date of notification.

## ARTICLE 8 - LAYOFF AND RECALL

### 8.01

- a) If a reduction of regular employees is necessary due to a shortage of work or 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 endeavour to place regular employees so affected in other vacant positions within the Victoria Regional Transit System 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 post. Where placement in an equal level job is made available to an employee, the employee shall not have any bumping rights under this Article.

### 8.02

A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his bumping rights, in the Victoria Regional Transit System 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.

- 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 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 severance pay entitlement.
  - (ii) Defer payment of his severance pay entitlement until any time during his layoff and recall period or until his layoff and recall period expires.
  - (iii) Terminate and receive severance pay.
- c) A regular employee who receives severance pay, if he 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 rate if it is not beyond maximum of the lower group job; if it is beyond maximum he 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 would have attained had he moved directly to the lower group job on the same date that he 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 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 would have attained assuming he 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 posted 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 availability at three (3) month intervals with the Human Resources Department.
- 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 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 group than that job from which he was laid off shall have his name removed from the recall list. An employee who fails to respond to a notice of recall and to report for work within the 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. 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 address during the period of layoff, he 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 down grouping of regular employees.
- b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

##### **(1) Training**

- (i) For the operation of new equipment
- (ii) For qualifying for new jobs created by such changes.
- (iii) For other vacant positions within BC Transit 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.

##### **(2) Placement**

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

##### **(3) Bumping**

A regular employee affected by this Article and who cannot be trained or placed as provided for in (a) and/or (b) above, may bump in accordance with Section 8.02.

##### **(4) Salary Treatment**

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.06(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 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 written notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice. It is understood that a verbal warning or reprimand shall not be deemed to be a disciplinary measure and shall not be reported in any employee's personnel file as described in Article 24.01.

### 9.04 Right to Grieve

The Union shall have the right to grieve any dismissal or discipline involving any employee.

### 9.05 Preliminary Hearing

Once the Employer has completed its investigation into a disciplinary matter, and where dismissal or discipline involving a suspension of three (3) days or more is contemplated, the Employer, the Union and the employee will, if mutually agreed, meet prior to the imposition of such discipline. The purpose of this meeting is to review the facts of the case that are known to each party. The Employer will reveal the allegations on which it relies and the employee and Union representative will provide a full account and explanation of the facts as known to them and any mitigating factors on which it relies.



## 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 1/2) 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.
- 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.
  - (iii) Work Week - Standard - Monday through Friday  
Authorized Variation - Monday through Saturday 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) Pre-scheduling 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**

Stockroom Clerk  
Customer Relations Agent  
Operations Services Clerk  
Farebox & Supplies Clerk

## 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 1/2) 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

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

The lunch period will be taken as close as possible to mid-shift 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.

### g) Rest Interval between Shifts

An employee shall have an eight (8) hour rest period between scheduled shifts. Employees who voluntarily sign less than an eight (8) hour rest between shifts on sheet change will be required to work such shift. Employees who are required to sign less than an eight (8) hour rest between shifts on sheet change shall be booked off and compensated for all hours booked off.

### 11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 1/2) 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. 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 Shift Sign-up Procedures

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.

- a) Employees who will be returning to work during the life of the Sheet will participate in the sign-up.
- b) Each employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of one (1) week prior to sign-up.
- c) If an employee is not present, cannot be contacted, doesn't leave a shift choice or refuses to participate at their sign-up time, the COPE representative will assign the employee to a shift that most closely resembles their current shift.

### 11.06 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, union leave or leaves granted under Articles 19, the Employer may request an employee to temporarily change his shift or work overtime.

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**

The Employer will 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 1/2) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 1/2) 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 1/2) 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 1/2) hours worked in a work day where an employee works overtime both before and after his scheduled shift on that day.
- c) All work on an employee's scheduled days off up to nine (9) hours two (2) times, from nine (9) hours to ten and one-half (10½) hours two and one quarter (2 ¼) times, for ten and one-half (10½) hours and thereafter three (3) times.
- d) All overtime worked between the hours of midnight and his 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 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 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 provided the withdrawal and any additional overtime banked does not exceed the 75 hour maximum provided in 12.01(e). Cash withdrawals will be permitted up to a maximum of two (2) times per calendar year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 1/2) 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 normal working hours and at his normal work location, travelling time will not apply.
- b) If an employee is required to work overtime beyond his normal working day at his 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 regular shift, a one-half (½) hour unpaid meal period will be allowed.

An employee 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:

- (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;
- iv) where an employee misses a paid meal period to which he is entitled he shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (v) meal allowances will be paid in accordance with BC Transit policy, based on the following:

Before shift	\$11.00
After shift	\$22.50

- 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 1/2 hours per day.
  
- f)
  - (i) Employees working overtime are entitled to an eight (8) hour break after the overtime without loss of pay.
  - (ii) Employees are required to report to work if the eight (8) hour break after overtime expires before the midpoint of the shift.
  - (iii) The shift will be forgiven without loss of straight time pay if the eight (8) hour break expires after the midpoint of the shift.
  - (iv) Employees who are required by the Employer to return to work before the expiry of the eight (8) hour break will be paid at two (2) times their regular rate of straight time pay for all hours worked on that shift.
  
- 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:
  - 1. Provided that normal means of transportation is not available.
  - 2. Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
  - 3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his Supervisor during his scheduled shift that he will be required to continue working beyond his 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 regular day's work at a centre other than his 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 regular workplace. 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 work place to work overtime, he 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 breaks. If the employee is required to return to his normal work location, aside from a normal meal break, or if he 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 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 normal work location.

## 12.05 Standby Duty and Telephone Consultation

### a) Standby Duty (IT Division, Planning Department, Safety, Security and Training Department)

An employee scheduled on standby, whether or not he carries an electronic communication device, will be paid two (2) hours at straight-time for the first 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, the standby duty will be voluntary.

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

### (a) Telephone Consultation

Where an employee is consulted by a Supervisor or his delegate by telephone outside of his 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 two (2) times 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.
- (v) The telephone consultation premium will not be paid when an employee is on standby duty.

- (vi) It is understood between the Parties that situations may arise where no employee is delegated to act on his 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 BC Transit on a case-by-case basis.

## **12.06 Call-Out Provisions**

### **a) Minimum Compensation**

An employee called to work during off duty hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning from the time he leaves his residence. An employee will be paid one-half (1/2) hour at the overtime rate to return home after the completion of the call out. 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 (7½) hours worked on an employee's scheduled days off.

### **b) Meals**

Where an employee is called in and works four (4) hours overtime, he 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) Employees called out to work overtime are entitled to an eight (8) hour break after the overtime without loss of pay.
- (ii) Employees are required to report to work if the eight (8) hour break after overtime expires before the midpoint of the shift.
- (iii) The shift will be forgiven without loss of straight time pay if the eight (8) hour break expires after the midpoint of the shift.
- (iv) Employees who are required by the Employer to return to work before the expiry of the eight (8) hour break will be paid at two (2) times their regular rate of straight time pay for all hours worked on that shift.
- (v) Employees called out to work overtime less than four (4) hours before the start of his regular working day or shift will work his regular shift at straight time and be paid overtime for the period of the callout before the 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

During the first year of service, employees will earn and may take off their earned vacation entitlement on a pro-rated basis.

### 13.03 Annual Vacation Entitlements

An employee shall EARN his annual vacation entitlement for the calendar year. He may TAKE his annual vacation anytime during that calendar year, however, should the employee leave his employment from BC Transit during the calendar year, he will repay any vacation taken but not earned on a pro-rated basis. Annual vacation entitlements will be credited for the year effective January 1 with pay 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 first anniversary year until he has completed his probationary period.

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the twenty-fifth calendar year of service, 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:
- a) an employee's rate of pay at the time the vacation is taken or,
- b) depending upon his vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his 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 (a) or percentage (b) calculations above.

This adjustment (A/V differential) will be paid to all affected employees in one payment at the end of the payroll year.

- (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.

### 13.05 Past Service Credits

Past service credits for vacation purposes will be recognized in accordance with Article 6: Seniority of this Agreement.

### 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 four (4) 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: four (4) weeks
  - ◆ 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 Leave 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 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 goes on vacation, and his promotion involves salary adjustment, his 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. If an employee is required to postpone his 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 annual vacation at some other less convenient time, he shall qualify for the higher rate for vacations as set out in the sentence immediately preceding.

### **13.10 Proration of Annual Vacation Entitlement**

- a) Annual vacation entitlement will not be reduced for absences due to sick leave, income continuance, or workers' compensation injury unless an employee who is absent for a period exceeding two (2) years 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 sick leave, income continuance, or workers' compensation injury of more than two (2) years, the annual vacation in the year of return will be reduced by one twelfth (1/12) for each month of absences in the year of return.

- b) Where an accumulation of absences other than sick leave, income continuance, workers compensation, maternity leave, parental leave and annual vacation 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) If an employee is absent from work on sick leave or Worksafe BC immediately preceding the commencement of a period of vacation or becomes sick after the commencement of a period of vacation, then the vacation will be rescheduled on request and with medical verification if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time he originally scheduled his vacation. In order to qualify for such rescheduling the employee must make his request within two (2) working days after the date on which his vacation was scheduled to commence or as soon as possible if becoming sick after the commencement of a vacation period. 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 December 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 Worksafe BC benefits.

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate covering the applicable period confirming that the employee would have been physically unable to perform his assigned duties.

- b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by the 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 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 Supervisor.

### **13.12 Change in Scheduled Vacation**

- a) Both BC Transit and the employees will avoid changing vacation schedules once they have been approved, subject to extenuating circumstances.
- b) If an employee is required to change his scheduled vacation at the request of the Employer, the Employer will reimburse the employee for those direct travel costs incurred by the Employee as a result of such change, and the employee's changed vacation period(s) shall be re-scheduled to a time mutually acceptable to the Employer and the Employee.

### **13.13 No Call Back From Vacation Without employee's Consent**

- a) Once an employee has commenced a scheduled vacation, such employee shall not be called back to work by the Employer, without the consent of the employee.
- b) If an employee agrees to a call back to work by the Employer after the employee has commenced a scheduled vacation, the Employer shall reimburse the employee for those direct costs incurred by the employee as a result of such call back, and the Employee's remaining vacation will be rescheduled to a time mutually acceptable to the Employer and the Employee.

### **13.14 Part Time Regular Employees – Vacation Time**

Part Time Regular Employees shall earn, bank and use vacation time pro-rated on the basis of their full time equivalency (FTE). In the event that the value of vacation taken in a given

year exceeds the value of vacation earned, the shortfall will be recovered from the employee's pay at year end.

### 13.15 Annual Vacation Sign-Up

Vacation may be scheduled by mutual agreement. If the parties are unable to come to agreement, the following vacation sign-up procedure shall apply:

- a) Vacation sign-up occurs once a year and must be completed prior to October 31<sup>st</sup> each year unless specified otherwise in the Collective Agreement.
- b) Each employee must submit a completed intent form by October 1<sup>st</sup>. This information will be used by management to determine the number of vacation spots to be allocated for each week of the sign-up.
- c) All regular employees will participate in the sign-up including those on a temporary transfer of absence. Each employee will be assigned a sign-up date and time for each round of the sign-up. These dates and times will be posted a minimum of one (1) week prior to sign-up.
- d) If an employee is not present, cannot be reached, hasn't left a choice slip or refuses to sign during their sign-up time, the COPE representative will sign vacation weeks for the employee similar to their current year's selection.

Vacation weeks that become available after the annual vacation sign-up:

- a) If a vacation week becomes available during the vacation year because of retirement, termination, transfer.
  - (i) That week will be made available to employees in order of seniority, who did not have the opportunity to sign it during the annual vacation sign-up, and

If a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority who did not have the opportunity to sign it during the vacation sign-up.

This process will continue until no employee wishes to schedule the vacation week(s).

## ARTICLE 14 - STATUTORY HOLIDAYS

### 14.01

The following are acknowledged as statutory holidays:

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

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 twelve (12) 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 1/2) 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 was at work, on sick leave (excluding an income continuance period), on annual vacation, 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. Operations Services 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 1/2) for those days. Shift workers will be paid at two (2) times 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 two (2) times and shall not be entitled to another day off in lieu. 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.

**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 provided except when such an injury or illness is covered and compensated by Worksafe BC payments. The employee shall report to his Supervisor the injury or illness which required his absence as soon as may be reasonably possible.

- a) In the year of hire 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, the employee will be granted ten (10) days.
- c) Thereafter at the commencement of each year five (5) additional days will be granted 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 entitlement at full pay 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 work in the new calendar year, the employee will become eligible to the sick leave allotment set up on January 1 of that year as determined by his 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 Medical Certificate Requirement**

a) Employees who are absent due to sickness for more than five (5) days are required to submit a medical certificate on the prescribed form. Employees who are absent on frequent, short term absences due to sickness (more than four (4) in a twelve (12) month period) are required to provide a medical certificate on the BC Transit / COPE sick leave form for the next absence. Employees on sick leave or income continuance must continue to be available in the vicinity of his 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.

b) The Employer may require an employee who is absent due to sickness exceeding thirty (30) continuous calendar days to submit a medical certificate on the prescribed form.

### **c) Medical Examinations**

Those persons responsible for administering the return to work program shall 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.

## **15.05 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 of 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) Operations Services Clerks; Farebox & Supplies Clerk (Handling Fareboxes)**

- ◆ Upon hire reimbursement up to \$65.00 (including taxes) for trousers, and thereafter replacement upon proof of need.
- ◆ Rainwear on proof of need.

**b) Farebox Receipts Attendant**

- ◆ The Employer will continue the current practice of providing and cleaning smocks.

**c) Training & Safety Officers**

- ◆ Upon hire one (1) outerwear jacket, two (2) trousers, one (1) fleece jacket, three (3) shirts (through company supplies), and thereafter replacement on proof of need.

### 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 who are required to wear safety toed footwear in designated areas will receive a shoe allowance up to a maximum of \$125.00 for one pair per year or \$250.00 per two year period, with replacement being on proof of need. The footwear purchased must be CSA approved and suitable for the work performed.

### 16.04

The Employer will provide protective clothing where reasonably required.

### 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 AND MOVING ALLOWANCE**

### **17.01**

- a) Where an employee uses his personal vehicle on the Employer's business, with the approval of the Employer, he shall receive reimbursement for mileage in accordance with BC Transit policy, or 50 cents per kilometre, whichever is greater, for all distance travelled on Employer business.
- b) The employee is responsible for properly insuring his vehicle for business usage where required by the Insurance Corporation of BC. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his vehicle for "to and from work", will be reimbursed by the Employer on proof of expense, and provided the Employer requires the employee to use his own vehicle.

### **17.02 Employees on Travel Status**

- a) The term "travel status" in respect of an employee means absence of the employee from his work location on Employer business with the approval of the Employer. Travel status does not apply to an employee assigned to a location within the boundaries of the Victoria Regional Transit System.
- 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 are subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of his 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 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 BC Transit.

### **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 1/2 hours per day for 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 1/2 hours per day and 37 1/2 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 1/2 hours during that day, the portion of travel time required to bring that employee’s time worked up to 7 1/2 hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 1/2 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 1/2 hours in a day and 37 1/2 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 in Canadian currency at the appropriate exchange rate 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. Prior approval from the employee’s Supervisor is required for all travel arrangements before reimbursement will be made.
  - (ii) hotel rooms not exceeding BC Government rate 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 without receipts will be paid at the following rates or in accordance with BC Transit policy, whichever is greater.

<u>Effective</u>	<u>April 1, 2014</u>	<u>April 1, 2016</u>	<u>Effective April 1, 2018</u>
<u>Breakfast</u>	<u>\$11.75</u>	<u>\$12.00</u>	<u>\$12.00</u>
<u>Lunch</u>	<u>\$13.50</u>	<u>\$13.80</u>	<u>\$14.00</u>
<u>Dinner</u>	<u>\$22.75</u>	<u>\$23.25</u>	<u>\$24.00</u>

Employees shall receive \$6.00 per day for incidental costs without receipt.

- c) A mileage allowance shall be paid to an employee using his private vehicle to travel from his residence to the determined public transportation mode terminal and from that terminal to his residence, with the amount to be in accordance with BC Transit policy, or 50 cents per kilometre, whichever is greater.

#### **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 Child Care 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 \$35.00 per day to a maximum of fifteen (15) days per calendar year unless otherwise pre-approved by Employer. This reimbursement may be subject to Canada Revenue Agency taxation rules.

### **ARTICLE 18 - SAFETY REQUIREMENTS**

#### **18.01 Working Practices**

The Parties to this Collective Agreement intend 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 deems to be unsafe. Such incidents must be reported immediately to the employee's supervisor, and investigated by the local management in consultation with a member of the Occupational Health and Safety Committee.

#### **18.02**

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

#### **18.03 Computer Terminals**

The Employer shall ensure that all new computer terminals shall have adjustable keyboards and screens wherever possible.

#### **18.04 Shut Down or Modified Work**

If any work is shut down or modified by the Employer for a period of 48 hours or less, as a result of:

- a) a complaint by an Employee concerning health and safety;
- b) a refusal to work in accordance with the Workers' Compensation Act;
- c) an order of a government inspector:  
employees will be kept whole with respect to pay, benefits, service and seniority, as if there had not been a shut down, and may be reassigned temporarily to other work for which they have the ability and qualifications.

#### **18.05 Transportation of Injury/Illness Victims**

If an employee is working away from the Greater Victoria area and becomes ill or injured requiring hospitalization, and the employee is unable to provide their own transportation home or to their temporary accommodation, the Employer will arrange and pay for the transportation.

### **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.

Leaves of absence in excess of three (3) months may be granted to attend a post-secondary educational institution or for other extenuating circumstances. The Union will be notified not less than 30 days prior to such leave.

Requests for leaves of absence in excess of twelve (12) months, or extensions beyond 12 months must be mutually agreed upon by the Employer and Union.

Employees are expected to research the impact of such leave on benefits, pension, seniority, and/or union dues. BC Transit and COPE Local 378 will provide such information upon request. Final approval of leave is dependent on such issues being satisfactorily resolved.

- 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, RWWL bank, banked

overtime at the employees discretion or from pay if paid sick leave is exhausted and the employee does not wish to use another bank.

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 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:

- ◆ serious household or domestic emergency.
- ◆ attend funeral as pall-bearer or mourner.
- ◆ attend his formal hearing to become a Canadian citizen.
- ◆ moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- ◆ full period of any quarantine.
- ◆ 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.

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 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 Maternity Leave of Absence**

- 1) Subject to 19.06.4, a pregnant employee will be granted a leave of absence without pay for a continuous period of up to 17 weeks
  - a) **beginning**
    - (i) no earlier than 11 weeks before the expected birth date and
    - (ii) no later than the date of the actual birth; and
  - b) **ending**
    - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii) no later than 17 weeks after the actual birth date.
- 2) Subject to 19.06.4, an employee who requests a leave after the birth of a child or the termination of a pregnancy will be granted a leave of absence without pay of up to 6 consecutive weeks beginning on the date of the birth or the termination of the pregnancy.
- 3) Subject to 19.06.4, an employee will be granted up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of her pregnancy, she is unable to return to work when her leave pursuant to 19.06.1 or 19.06.2 ends.
- 4) A request for leave under this section must
  - a) be given in writing, and
  - b) if the request is made during the pregnancy, must be given not less than 4 weeks before the day the employee proposes to commence her leave, and;
  - c) must be accompanied by a certificate from her physician stating the reasons for requesting additional leave under 19.06.3.

- 5) A request for a shorter period under 19.06.1(b)(i) must
  - a) be given in writing at least one week before the date the employee proposes to return to work, and
  - b) be accompanied by a certificate from the employee's physician stating that the employee is able to resume work.

## **19.07 Parental Leave of Absence**

- 1) An employee who requests parental leave under this section will be granted a leave of absence without pay
  - a) for a birth mother who takes leave under 19.06 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks beginning immediately after the end of the leave taken under 19.06 unless the Employer and the employee agree otherwise,
  - b) for a birth mother who does not take leave under 19.06 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,
  - c) for a birth father, up to 37 consecutive weeks after the child's birth and within 52 weeks after that event, and
  - d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to 5 additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under 19.07.1.
- 3) A request for leave must
  - a) be given in writing
  - b) if the request is for leave under 19.07.1(a) or (b), be given to the Employer not less than 4 weeks before the employee proposes to commence the leave of absence, and
  - c) be accompanied by a medical certificate completed by the employee's physician or other evidence of the employee's entitlement to leave.
- 4) An employee's combined entitlement to leave under 19.06 and this section is limited to 52 weeks plus any additional leave to which the employee is entitled under 19.06.2 or 19.07.2



### **19.08 Homecoming Leave**

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

### **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 Duties of Employee and the Employer**

- 1) Employees desiring to return to regular employment following a leave of absence under 19.06 and/or 19.07 shall notify the Employer at least 30 days prior to the desired date of return or 30 days prior to the expiry date of the applicable leave of absence.
- 2) On return from a leave of absence under 19.06 and/or 19.07, employees will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any salary increases and improvements to benefits to which the employees would have been entitled had the leave of absence(s) not been taken.
- 3) The Employer will not terminate employees or change a condition of employment because of their leave of absence under 19.06 or 19.07 unless the employees are absent for a period exceeding the permitted leave.
- 4) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on a leave of absence under 19.06 and/or 19.07.

### **19.11 Family Responsibility Leave**

Employees are entitled to five (5) days Family Responsibility Leave without pay in a calendar year in accordance with the Employment Standards Act. Employees are required to provide the Employer with an explanation for the leave in accordance with the Act.

## 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 skills and abilities to perform their best and seize career opportunities 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.

The Employer will provide for three categories of training:

1. Core training that is mandatory and necessary for employees to perform successfully in their positions.
2. Professional development training that is required and necessary for the purposes of developing employees for advancement and promotion related to succession planning.
3. Core or professional development training that is optional and open to all employees.

### 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 two (2) categories of financial aid as follows:

1. Full cost of training borne by the Employer;
2. Half cost of training borne by the Employer.

In any particular instance the line Supervisor in consultation with the Human Resources Manager 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. 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. 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 posting.

#### **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 Human Resources Department.

Upon proof of 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.

#### **20.06 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 progress will be discussed with him.

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:

1. An employee moving to a position which is at the same level or lower level than his regular position will retain his salary and continue to be treated in terms of salary progression on his regular job.
2. An employee moving to a position which is at a level higher than his regular position will maintain his 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 regular job, he will return to the salary he would have reached had he remained on his regular job.

## **20.07**

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

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

## **20.08 Professional Membership, Registration and Licence Fees**

Where provided in the job description, the Employer requires an employee to acquire or maintain membership in, and/or registration/licensing through his professional association, then it shall reimburse the employee for membership, registration and/or license fees paid in order to meet this requirement. For new employees, this reimbursement will apply for renewals only.

## **20.09 Career Development**

Professional development training is for the purpose of developing employees for advancement and promotion and is related to succession planning.

Upon request to the Employer, employees will be provided with:

- a) copies of job descriptions for positions at BC Transit that they may wish to apply for in the future;
- b) an outline of the qualifications, abilities and skills;

- c) an interview to discuss the means by which the employees may prepare themselves for such applications, such as undertaking professional development training, gaining related work experience through temporary assignments, acquiring skills through outside volunteer work, applying for jobs in a more closely related career path, etc.

It is understood that provision of this information does not imply any preferred status in the event of a job posting.

The Employer and the Union agree to review future and potential employment opportunities at BC Transit.

## **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 Medical Services Plan of BC.
- 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:
  - (i) Eyeglass, laser eye surgery and eye exam Coverage \$600 per person every twenty-four (24) months;
  - (ii) Hearing Aid Coverage at \$1000 maximum for each ear, renewable each 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;
  - (iii) Voluntary annual auditory testing including reimbursement to a maximum of \$100 every 5 years for hearing protection approved by both the Workers' Compensation Board and the Motor Vehicles Branch;
  - (iv) \$1,000,000 lifetime maximum benefits per person
  - (v) Reimbursement for prescription drugs up to the cost of drugs covered by Pharmacare using Low Cost Alternative and Reference Based pricing, except where the employee's physician requires in writing that the prescription be filled using a specific brand name drug;
  - (vi) Annual prostate blood tests for employees over 40 years of age.
- c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of hire, except when the date of hire 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 MSP and Retiree EHC Plan implemented on January 1, 2008 with the Employer paying premiums indicated in this section.

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

## 21.02 Life Insurance

### (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, enrolment is compulsory for all employees after three (3) months' continuous service. Enrolment 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 pay-out 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 \$500,000.

Premium = 100% employee paid. Rates can be obtained from the Human Resources Department 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 (75% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrolment 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 Income Continuance

- a) The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrolment in the plan is compulsory for all employees after three (3) months' continuous service. Enrolment for vacation relief employees is compulsory after four (4) months' continuous service. The terms of the plan shall be determined by the Union, except that the first thirty (30) calendar days of disability are covered by available sick leave credits in accordance with the plan document. 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 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 has completed 12 consecutive months of service after the date of hire during which time he has received no medical care for the pre-existing condition.

The Employer will withhold the appropriate premiums through payroll deduction and remit to the designated carrier.

- 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 health and welfare benefit plan premium while he is on income continuance.

- c) **Worksafe BC Supplement**

Employees on Worksafe BC benefits will have Worksafe BC payments supplemented by the Employer, so that the employee will receive a total amount equal to his regular straight time wage rate times seven and one-half (7 1/2) hours less one-tenth (1/10) of his bi-weekly regular deductions for each day the employee receives compensation from Worksafe BC. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.



d) **Worksafe BC Advance**

Employees on Worksafe BC benefits will be paid an advance by the Employer, equal to what they would receive once their Worksafe BC claim is approved. The advance will be paid on their regular pay cheques. If Worksafe BC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Any payments from Worksafe BC will be paid directly to the Employer.

An employee whose Worksafe BC 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, the benefit payment received will be used to repay the Worksafe BC advance. Any monies owing after the sick leave and/or income continuance applications have been adjudicated will be repaid in not more than ten (10) consecutive pay periods and at not less than \$100 per payment, (or 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 Worksafe BC 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.

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) Enrolment 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.



## ARTICLE 22 - TRANSIT PASS

- 22.01** Employees who are members of COPE shall be entitled to a yearly transit pass. In addition, one pass will be issued to a spouse and up to one (1) eligible dependant; or, two (2) eligible dependants. Passes are subject to Canada Revenue Agency taxation rules.
- 22.02** 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. These passes are subject to Canada Revenue Agency taxation rules.
- 22.03** An employee shall surrender his pass upon termination of employment.
- 22.04** 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.
- 22.05** Employees making wrongful use of their transit pass, including loaning their pass to any other person, shall be subject to discipline.

## ARTICLE 23 - PERSONAL RIGHTS

### 23.01 Harassment Personal Rights

- 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, gender identity, gender expression 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 Human Rights Policy and Workplace Code of Conduct, 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 these policies. 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) **Harassment and Discrimination Complaint Process**

If an employee believes that they have been harassed and/or discriminated against, the employee may bring the incident forming the basis of the complaint to the attention of his or her Union representative and/or Supervisor. If the employee's Union representative and/or Supervisor cannot, to the satisfaction of the employee, resolve the complaint, the employee is encouraged to submit his/her complaint in writing to the Joint Investigation Committee (JIC). An employee may also choose to refer their complaint directly in writing to the Joint Investigation Committee.

This Committee will appoint at least one (1) representative selected by the Employer and at least one (1) representative selected by the Union from the trained Committee members each side has available to conduct an investigation. The Joint Investigation Committee must meet to begin their investigation as soon as possible. All time spent by Union representatives investigating the complaint shall be paid at straight time.

Any employee who is to appear before the Joint Investigation Committee may request to have a Union representative.

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

The complaint must be handled with confidentiality, and expeditiously. Once the Joint Investigation Committee has finalized their investigation a written report of their findings shall be given to the designated Employer representative, designated Union representative, the complainant and the respondent. Such report is confidential and must be treated as such unless required to produce such report by law or by an arbitrator.

The Joint Investigation Committee shall not determine discipline in any way; that remains the exclusive function of the Employer. Any discipline implemented by the Employer from the report shall be subject to Collective Agreement clauses, including the right to grieve and arbitrate any such discipline.

## **23.02 Discrimination**

Subject to the provisions of this Agreement, neither the Employer nor the Union 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.

### **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 and the Union 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.

**23.03 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.

**23.04 Joint Investigation Committee**

The Parties agree to form a Joint Investigation Committee (JIC) whose function shall be to investigate complaints related to harassment and discrimination. This Committee will be comprised of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. At least one (1) member of this Committee from each side must be a woman. The parties agree that the investigators are required to be impartial and not responsible for disciplinary decision making.

The Employer shall be responsible for the training of the Committee.

**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 wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer policy or procedure that the employee(s)

had been previously made aware of, wilful violation of a lawful order, or gross negligence; or

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

- h) If, at any time, the Employer has reasonable grounds to believe that:
  - (i) the employee(s)' acts or omissions were not in the course of normal employment; or
  - (ii) the employee(s)' acted in bad faith; or
  - (ii) the employee(s)' acts or omissions amounted to wilful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, wilful violation of 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 own personnel file upon request to the 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, subject to the employee's written consent.
- d) Letters of discipline/warning/poor performance/expectation 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 her/his Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may contact the Human Resources Department who will follow up with the Supervisor.

- 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.

## 24.03 Compliance with Freedom of Information Legislation

The provisions of the Freedom of Information and Protection of Privacy Act of British Columbia shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the 31<sup>st</sup> day of October, 2014.

BC TRANSIT

Original Signed

Leanne Wick  
Director, Human Resources

Original Signed

Marne Jensen  
Labour Relations Advisor

Original Signed

Ly Siu  
Manager, Payroll & Benefits

COPE, LOCAL 378

Original Signed

Kevin Payne  
Union Representative

Original Signed

Debbie Yablonski  
Executive Council

Original Signed

Anne-Marie Gregory  
Job Steward

Original Signed

Don Showers  
Job Steward

## APPENDIX "A" Job Groups

### **Job Group 3**

Farebox & Supplies Clerk

### **Job Group 5**

Accounts Payable Clerk  
Accounts Receivable/Revenue Support Clerk  
Customer Relations Agent  
Farebox Receipts Attendant  
Fleet Maintenance Planning Assistant  
Receptionist

### **Job Group 6**

Bus Stop Coordinator  
Corporate Procurement Assistant  
Inventory Support Clerk  
Lost and Found & Uniforms Coordinator  
Maintenance Support Assistant  
Photo ID Pass Clerk  
Planning Data Support Clerk  
Prepaid Fare Clerk  
Receiving Clerk  
Records and Administrative Clerk

### **Job Group 7**

Facilities Coordinator  
Operations Assistant  
Purchasing Administrator  
Safety and Environment Assistant  
Stockroom Clerk  
Vehicle Asset Administrator  
Warranty Administration Clerk  
Order Desk Specialist  
Records and Administrative Workleader

### **Re Job Group 8**

Budget Analyst  
Communication Coordinator  
Graphic Designer  
Maintenance Scheduler  
Marketing Coordinator  
Monitoring Analyst  
Digital Content Analyst  
Operations Service Delivery Coordinator  
Operations Services Clerk  
Payroll and Benefits Administrator  
Revenue Analyst

Scheduler  
Stockroom Workleader  
Transit Planning Coordinator

**Job Group 9**

Maintenance Planner  
Operations Services Workleader  
Systems Administrator  
Systems Support Analyst  
Technical Support Specialist  
Payroll Workleader

**Job Group 10**

Business Analyst IT  
Environmental Officer  
Facilities Support Specialist  
GIS Analyst  
Purchasing Agent  
Senior Scheduler  
Transportation Planner

**Job Group 11**

Application and Database Administrator  
Procurement Officer  
Safety & Training Officer  
Senior Transit Planner  
Fleet Trainer/Inspector  
Program Build Inspector

**Job Group 12**

Senior Transit Planner Workleader



## LETTER OF AGREEMENT #1

### Re: Work Leadership Responsibilities

This memorandum sets out an understanding reached by BC Transit and Local 378 of the COPE relative to work leadership responsibilities.

Work leadership responsibilities shall be as follows:

- a) may perform duties largely similar to those whose work he directs;
- b) may perform duties related to but at a higher level than the work of the subordinates whom he 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 responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

FOR BC TRANSIT:

Original Signed

D. Nixon  
Senior Manager, Employee Relations

Revised Date: May 26, 2010

FOR COPE:

Original Signed

K. Payne  
Union Representative

## LETTER OF AGREEMENT #2

**Re: Complaints Against Employees**

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 except that identifying information may be withheld to protect the privacy of the complainant.

Employees who are identified under the corporate Code of Conduct Alert Line will be advised of any allegations made against them if an investigation is initiated, provided the allegations are not of a criminal nature.

FOR BC TRANSIT:

Original Signed

D. Nixon  
Senior Manager, Employee Relations

Revised Date: May 26, 2010

FOR COPE:

Original Signed

K. Payne  
Union Representative

**LETTER OF AGREEMENT #3**  
(Formerly LOU #4)

**Re: Cooperative Educational Students – Accounting, Marketing and Planning**

With respect to Cooperative Educational Students, the Employer and the Union agree as follows:

1. Cooperative Educational Student (“students”) are defined as persons enrolled in a recognized Cooperative Education Program at a participating post-secondary educational institution.
2. Except as provided by this Letter of Agreement, it is agreed that the Collective Agreement shall apply to any person hired as a student.
3. Students will be required to become and remain Union members for the duration of their work term. Students will not be entitled to sick leave and will not participate in the benefit plans outlined in the Collective Agreement or in the Pension Plan. Students will not accrue seniority during their terms of employment.
4. Students will be hired for a period corresponding to the requirements of their academic program, but not exceeding eight continuous months, except by mutual agreement of the Parties. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
5. The Employer shall not engage more than six (6) students in any calendar year except by mutual agreement between the Employer and the Union.
6. Utilization of students shall not in any way adversely affect existing jobs or their incumbents covered by the Collective Agreement. No student will be employed, or will continue to be employed, if this would result in a layoff or failure to recall a qualified employee.
7. Students shall be supernumerary to the regular workforce.
8. Each student must work with a Full Time Regular employee who is a member of the COPE, Local 378 when performing any bargaining unit work and such work shall be performed on a student/teacher basis, provided there is a member of the bargaining unit in the department whose expertise is in the same discipline.
9. Students shall not work any overtime.
10. Students will be paid at the minimum of Group 3 if they are working towards a diploma or Bachelor’s degree and at the minimum of Group 4 if they are working towards a Master’s degree, except as otherwise mutually agreed between the Parties.

11. Students will be paid 16.92% of base rate bi-weekly earnings as defined in 7.03(g) in lieu of annual vacation, RWWL, and statutory holidays.
12. Students will not be entitled to apply for any posted jobs or otherwise fill any jobs in the bargaining unit either during any of their work-terms or within thirty (30) calendar days following the completion of any of their work-terms, except by mutual agreement of the Employer and the Union. Union agreement will not be unreasonably withheld.
13. The Cooperative Educational Student Program as described in this Letter of Agreement shall apply for the term of the Collective Agreement unless modified or terminated by mutual agreement of the Parties.
14. Incorporating Letter of Agreement into Collective Agreement.

This Letter of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

FOR BC TRANSIT:

FOR COPE:

Original Signed

Original Signed

M. Jensen  
Labour Relations Advisor

K. Payne  
Union Representative

Revised Date: May 26, 2012

**LETTER OF AGREEMENT #4**  
(Formerly LOU #5)

**Re: Non-Regular Hours of Work for Safety & Training Officer**

Where the Employer required that training duties be performed outside of the regular hours of work for the Safety & Training Officer job category, the following shall apply.

1. All such work will be offered by the Employer to all employees working within the above job category, on a strictly voluntary basis.
2. The Employer will make every effort to ensure that the work is distributed on an equitable basis amongst the employees who are eligible, qualified and willing to perform the training stated herein.
3. The Union agrees to expand the hours of work provisions and authorized variations set out in Article 10.01(d) of the Collective Agreement to accommodate the circumstances described above only.
4. Employees performing work as described in this Letter of Agreement shall be paid their regular straight-time rate of pay for all time worked that does not exceed 7 ½ hours per day.
5. Article 12 of the Collective Agreement shall apply for all time worked beyond 7 ½ hours per day.
6. The Employer will compensate employees working in accordance with this Letter of Agreement by paying the Shift Premium for all hours worked outside the defined hours of day shift as set out in Article 11.04 of the Collective Agreement.
7. Except as expressed herein, the Letter of Agreement is not intended nor is it to be relied upon to enhance or diminish any other provision of the Collective Agreement. Furthermore, the Union and the Employer hereby agree that no precedent is set and neither party is prejudiced in anyway by this agreement.

FOR BC TRANSIT:

Original Signed

Linda Burbridge  
Manager, Training, Safety & Labour Relations

FOR COPE:

Original Signed

Don Percifield  
Senior Business Representative

Revised Date: September 13, 2001

**LETTER OF AGREEMENT #6**  
(Formerly LOU #11)

**Re: New Work Opportunities – Terms & Conditions of Employment**

When the Parties agree that there is a reasonable opportunity to bring in third party contract work, or expand services beyond the current scope, they will jointly review the opportunity and determine what is necessary to offer the services in-house on a competitive basis. This may include alteration of certain provisions of the Collective Agreement.

A Joint Union/Management committee will be convened to review staffing requirements and working conditions that will improve the Employer's competitive position. The Joint committee will consist of up to 3 representatives from each Party.

Any alterations of the provisions of the Collective Agreement must be unanimously recommended by the Joint Committee, in the form of a Letter of Agreement, and approved by both the Union and the Employer. Such alterations shall not reduce salaries or health and welfare benefits unless otherwise agreed. Alterations will only apply for the duration of the identified work opportunity unless extended by the parties, and shall have no precedent value regarding the application or interpretation of the remainder of the Collective Agreement and attachments.

FOR BC TRANSIT

\_\_\_\_\_  
L.A. Burbidge  
Manager,  
Human Resources & Labour Relations

\_\_\_\_\_  
N. Hale  
Human Resources Advisor

FOR COPE Local 378

\_\_\_\_\_  
Vic Foth  
Union Representative

\_\_\_\_\_  
S. St. Pierre  
Union Councillor

October 27, 2004

**LETTER OF AGREEMENT #7**  
(Formerly LOU #12)

**Re: Operations Services Clerks – Annual Vacation & Banked Statutory Holiday Sign-Up**

The following procedures will govern the scheduling of annual vacations and banked statutory holidays for Full Time Regular and Part Time Regular Operations Services Clerks.

1. Operations Services Clerks (OSC'S) will sign for their vacation/banked stats in October of the year prior to the one in which vacation/banked stats are to be taken.
2. OSC's will sign for annual vacation/banked stats in seniority order within the whole group, including both full time regular and part time regular employees.
3. There will only be one vacation/banked stat slot available for signing in any given week, with the following exception:
  - a) When there are more than 52 weeks of vacation/banked stat entitlement amongst the entire group, the Depot Supervisor will permit "doubling" of the allowable vacation slots in certain additional weeks in order to accommodate the excess weeks of entitlement.
  - b) The Depot Supervisor will designate those doubling weeks prior to the commencement of the vacation/banked stat sign up.
  - c) During the doubling weeks, two slots will be available for signing, except that no more than one part time regular employee may sign for vacation/banked stats during the same week.
  - d) To facilitate the doubling of vacation/banked stat weeks there may be training required to enable part time regular employees to perform specialized job duties on a relief basis. Once a part time regular employee has been provided such training, it will be his responsibility to maintain the specialized knowledge in order to perform the duties whenever the requirement arises.

FOR BC TRANSIT

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L.A. Burbidge  
Manager,  
Human Resources & Labour Relations

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N. Hale  
Human Resources Advisor

June 1, 2004

FOR COPE Local 378

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Vic Foth  
Union Representative

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B. Weiss  
Union Councillor

## LETTER OF AGREEMENT #8

### Re: Shift and Annual Vacation Signups for Shift Workers

Effective: May 26, 2010

The Parties agree to implement the following procedures in regard to shift and Annual Vacation sign-ups:

#### Shift Sign-Up Procedures

- a) Sign-up will occur no more than six (6) weeks before the schedule start date of the sheet.
- b) Employees who will be returning to work during the life of the Sheet will participate in the sign-up.
- c) Each Employee will be assigned a sign-up date and time. These dates and times will be posted a minimum of 1 week prior to sign-up.
- d) If an employee is not present, cannot be contacted, doesn't leave a shift choice or refuses to participate at their sign-up time, the COPE Representative will assign the employee to a shift that most closely resembles their current shift.

#### Annual Vacation Sign-up

- a) Vacation Sign-up occurs once a year and must be completed prior to October 31<sup>st</sup> each year.
- b) Each employee must submit a completed Intent form by October 1<sup>st</sup> listing the number of weeks of annual vacation the employee intends to take. This information will be used by management to determine the number of Vacation spots required for the annual vacation sign-up.
- c) All regular employees will participate in the sign-up including those on a temporary transfer or absence. Each employee will be assigned a sign-up date and time for each round of the sign-up. These dates and times will be posted a minimum of one (1) week prior to sign-up.
- d) If an employee is not present, cannot be reached, hasn't left a choice slip or refuses to sign during their sign-up time, the COPE Representative will sign vacation weeks for the employee similar to their current year's selection.

Vacation Weeks that become available after the Annual Vacation Sign-up

- a) Vacation that becomes available during the vacation year because of a Retirement, Termination, or Transfer,



- i) The vacation will be made available to employees in order of seniority who did not have the opportunity to sign it during the Annual Vacation sign-up, and
- ii) If a subsequent vacation week becomes available due to an employee trading a week, that week will be made available to employees, in order of seniority, who did not have the opportunity to sign it during the Vacation sign-up.

This process will continue until no employee wishes to schedule the available week(s).

FOR BC TRANSIT:

Original Signed

D. Nixon  
Senior Manager, Employee Relations

FOR COPE:

Original Signed

K. Payne  
Union Representative

## LETTER OF AGREEMENT #9

### Re: Relief Stockroom Clerks Shifts

Effective: May 26, 2010

Revised: September 30, 2014

The Parties agree to establish relief stockroom clerks shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. For the purpose of this agreement full time and part time employees will sign as one group the workleader will not sign within this group. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. Based on current employee seniority regarding annual vacation entitlements there will be two (2) relief stockroom clerk shifts created. These shifts will assume the shifts and days off of employees away on the above mentioned leaves.
2. Relief stockroom clerk shifts will have four days off in every pay period.
3. These shifts shall be added to the stockroom shift sign-ups and shall be available for any stockroom clerk to sign in accordance with Article 11.05.
4. The employees wishing to sign the Relief shifts must indicate their intention and will sign for their specific shifts after all other Regular stockroom clerks have signed. Once all stockroom clerks have signed their shifts, those stockroom clerks signing Relief shifts will select their work in one week pieces in accordance with Article 11.05. It is understood that where the shift being signed is that of a Part time regular employee the Employer shall increase the hours of work to seven and one half (7 ½ ) per day and thirty seven and one half (37 ½) per week allowing for two (2) consecutive days off.
5. It is understood that stockroom clerks signing the relief shifts mentioned above will be required to work at another property as scheduled.
6. Stockroom clerks may elect to bank up to ten (10) of their RWWL days to be taken by seniority at times made available by the employer during annual leave sign up.
7. Stockroom clerks who work statutory holidays may elect to bank them to be taken by seniority at times made available by the employer during annual leave sign up.
8. It is understood that when an employee working a Relief Shift is working a week that is not blocking for another stockroom clerk, the days off for that week will be the same as the days off that applied in the previous week, unless there is mutual agreement to different days off for this week.
9. The Parties agree to meet on an annual basis, following the annual vacation sign-up, to review the relief requirements.

FOR BC TRANSIT:

Original Signed

D. Nixon  
Senior Manager, Employee Relations

FOR COPE:

Original Signed

K. Payne  
Union Representative

## LETTER OF AGREEMENT #10

**Re: Job Evaluation System Review Committee**

**Purpose:** To review the existing job evaluation system and make recommendations to the Parties for improvement and modernization.

**Membership:** Four members, two (2) selected by the Employer and two (2) selected by the Union.

**Term:** Recommendation to be provided to the Parties by December, 1, 2013.

FOR BC TRANSIT:

Original Signed

M. Jensen  
Labour Relations Advisor

FOR COPE:

Original Signed

K. Payne  
Union Representative

## LETTER OF AGREEMENT #11

**Re: Payment for Treatment Programs for Employees with Substance Use Disorders**

In order to address the Parties shared interest in providing assistance to employees with identified substance disorders, the Parties agree that payment for recommended residential treatment programs should not be a barrier to an employee's recovery. To that end the Parties agree:

That upon request from the employee and confirmation of acceptance by the treatment facility, BC Transit will cover the up-front cost of the recommended treatment program.

That, upon completion of the program and successful return to work, the employee will sign a reasonable repayment agreement authorizing BC Transit to recover fifty percent (50%) of the debt on an interest free basis by payroll deduction.

FOR BC TRANSIT:

Original Signed

M. Jensen  
Labour Relations Advisor

Nov. 20, 2012

FOR COPE:

Original Signed

K. Payne  
Union Representative

## LETTER OF AGREEMENT #12

**Re: Travel Status on Day-Off**

Travel time on an employee's regularly scheduled day off shall be compensated as follows:

- 1) Travel time up to seven and one-half (7 ½) hours paid at straight time.
- 2) Travel time in excess of seven and one-half (7 ½) hours paid at 200%.

If an employee is not required by the Company to travel on a regularly scheduled day off, but chooses to do so of his/her own accord, travel time will not be compensated.

FOR BC TRANSIT:

Original Signed

M. Jensen  
Labour Relations Advisor

FOR COPE:

Original Signed

K. Payne  
Union Representative

July 26, 2006

## LETTER OF AGREEMENT #13

**Re: Cooperative Gains**

The Parties agree to the implementation of a compressed workweek for stockroom employees. The Parties further agree to review and explore the implementation of compressed workweek in other areas of the Employers operation, which will provide efficiencies and cost savings in accordance with the cooperative gains mandate.

FOR BC TRANSIT:

FOR COPE:

Original Signed

Original Signed

M. Jensen  
Labour Relations Advisor

K. Payne  
Union Representative

Dec. 7, 2012

**LETTER OF AGREEMENT #14**

**Re: Anti-Harassment Training**

The Parties agrees to a CAW facilitator to provide training content and train COPE trainers, who will in turn provide the anti-harassment training to employees.

FOR BC TRANSIT:

FOR COPE:

Original Signed

Original Signed

M. Jensen  
Labour Relations Advisor

K. Payne  
Union Representative



## LETTER OF AGREEMENT #15

**Re: Job Postings and Workload Committee**

The Parties agrees to the Employer holding regular labour management meetings as defined in Article 2.04.

Standing agenda items will include:

1. Job Postings
2. Employee work load complaints

FOR COPE:

Original Signed

K. Payne  
Union Representative

FOR BC TRANSIT:

Original Signed

M. Jensen  
Labour Relations Advisor

## LETTER OF AGREEMENT #16

### Re: Economic Stability Dividend

#### Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c.23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### Annual Calculation and publication of the Economic Stability Dividend.

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - i) February Budget – Forecast GDP for the upcoming calendar year;
  - ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - iii) November – Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

#### For collective agreement year 3 (2016/17):

- i) February 2015 – Forecast GDP for calendar 2015;
- ii) November 2016 – Real GDP published for calendar 2015;
- iii) November 2016 – Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

#### Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).

#### Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

FOR COPE:

Original Signed

Kevin Payne  
Union Representative

October 31, 2014

FOR BC TRANSIT:

Original Signed

Leanne Wick  
Director Human Resources

**LETTER OF AGREEMENT #17**

**Re: Change to Annual Vacation Earning**

The parties agree that as a result of the changes agreed to in Article 13 the following will apply. The employer will, effective December 31, 2014 credit all employees with vacation time earned in accordance with the previous language.

Each employee will require a separate calculation and the employer will advise each member how much time they have been credited.

This time will be placed into the employees vacation bank and will not be subject to payout by the employee as outlined in Article 13.11 and will not be subject to bank limits if a members bank is full.

Effective January 1<sup>st</sup> 2015 and following years, members will earn vacation in accordance with the new language.

FOR COPE:

FOR BC TRANSIT:

Original Signed

Original Signed

Kevin Payne  
Union Representative

Leanne Wick  
Director Human Resources

October 31, 2014

**LETTER OF AGREEMENT #18**

**Re: Article 17**

The parties agree that the language of Article 17 creates confusion and conflict in its administration. The parties agree to create a committee to consider revisions and/or an interpretive guide to this Article. These revisions shall neither, enhance or reduce an employee's entitlement under this Agreement.

FOR COPE:

FOR BC TRANSIT:

Original Signed

Original Signed

Kevin Payne  
Union Representative

Leanne Wick  
Director Human Resources

October 31, 2014

**LETTER OF AGREEMENT #19**

**Re: Retiree Benefit Committee**

During negotiations for a renewal of the collective agreement which expired March 31, 2014, the Employer expressed concern about the continuing increasing costs associated with the payment of Retiree Benefits.

The parties agree to form a joint Committee to revisit the current retirement benefits eligibility and coverage for extended health and MSP, and possible cost effective alternatives. The Parties commit to engaging in productive and meaningful discussions that will leave to potential solutions and initiatives.

The Parties agree the Committee will meet upon ratification of this collective agreement, and continue to meet regularly.

FOR COPE:

FOR BC TRANSIT:

Original Signed

Original Signed

Kevin Payne  
Union Representative

Leanne Wick  
Director Human Resources

October 31, 2014

**LETTER OF AGREEMENT #20**

**Re: Compensation Bargaining Comparability**

1. If the net total compensation increase in the 2014 collective bargaining settlement between Unifor 333 BC and BC Transit exceeds the total net compensation increase in the COPE 378 settlement with BC Transit for the corresponding period, wage rates in the COPE 378 collective agreement with BC Transit will be adjusted by an across-the-board percentage increase so that the net total compensation increase of the COPE 378 settlement with BC Transit is equal to the net total compensation increase of the Unifor 333 settlement.
2. “Net total compensation increase” means in each instance the amount calculated as such by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For clarity, it is understood that the PSEC Secretariat’s calculation and reporting of a net total compensation increase to the Minister of Finance:
  - a. Will not include, temporary market adjustments, labour market adjustments or other adjustments specific to a subset of the bargaining unit approved by PSEC; and
  - b. Will be net of the value of any change to the collective agreement which was agreed by Unifor 333 BC to obtain a compensation adjustment.

FOR COPE:

Original Signed

Kevin Payne  
Union Representative

FOR BC TRANSIT:

Original Signed

Leanne Wick  
Director Human Resources

October 31, 2014



## ADDENDUM

**Re: Article 21**

All employees and retirees represented by the COPE 378 will be required to register with Pharmacare. Reimbursement of prescription drugs will only be made after Pharmacare coverage has been exhausted.

Effective January 1, 2015 Oral birth control will be covered under (v) in the Active plan

Effective January 1, 2015, after \$1,300 has been paid in a calendar year for the Active and Retiree plan, further eligible expenses are reimbursed at 100%, subject to the maximums.

*October 31, 2014*