

COLLECTIVE AGREEMENT

Between

COAST MOUNTAIN BUS COMPANY LTD.

and

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

Effective Date: January 1, 2002

Expiry Date: December 31, 2004

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COLLECTIVE AGREEMENT

Between

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

and

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

PREAMBLE

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

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

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

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

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

7. In the event that the CUPE is succeeded by or becomes affiliated with another union, this Collective Agreement remains in full force and effect, until its expiry as provided in item 8 of this preamble.
8. Duration -Three (3) years, effective **January 1, 2002 to December 31, 2004.**
9. **The following wage increases will apply to all employees covered by this collective agreement:**
 - **Effective January 1, 2002, a general increase to salary rates of 2.5%**
 - **Effective January 1, 2003, a general increase to salary rates of 2.5%**
 - **Effective January 1, 2004, an increase equivalent to the general economic increase that is negotiated for the CAW Local 111, effective April 1, 2004, exclusive of any gain sharing, classification adjustment or other specific trade-off in that agreement.**

The above referenced wage increase is understood to be the amount of increase applied to the hourly rate as described in the Wage Schedule of the CMBC/CAW agreement which is expressed either as a percentage increase or across the board as an increase in the hourly rate. It is further understood that if the wage increase covering employees in the CAW jurisdiction is a flat hourly amount that the increase for CUPE 4500 will be converted to a monthly increase and calculated as follows:

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

Such amount will be added to the monthly rates of pay for CUPE 4500 members. Wage increase does not include any changes to premiums or allowances. Wage increases, if any, will be effective three (3) months prior to the effective dates of any CAW increases. However, in no event will increases be given prior to January 1, 2004.

10. **All CUPE 4500 employees will receive a signing bonus of \$1000.00 as soon as possible after ratification of the collective agreement.**

Employees may choose to have this bonus deposited directly into an RRSP, provided they notify the Company immediately upon ratification of the collective agreement of their intention to do so, and once they have provided the appropriate documentation to the Company.

1.

RECOGNITION

1.01

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

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

1.02

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

1.03

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

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

1.04

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

between the Parties. In case of conflict, agreements between the Parties will supersede the Employer policies, procedures, or instructions.

1.05 Bargaining Unit Work

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

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

1.06 Temporary Employees

- (a) Temporary employees may be used to fill temporary vacancies and temporary additions to staff within the scope of the bargaining unit where regular employees qualified to perform the work are not available.

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

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

- (g) **Current supervisors who have been identified as Line Trainers will perform the line training of Acting Supervisors. To assist in the overall evaluation of Acting Supervisors, these Line Trainers will also review and evaluate the performance of Acting Supervisors while they are involved in line training. These reports will be made in writing to the appropriate management personnel.**

2. NO STRIKE/NO LOCKOUT

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

3. GRIEVANCE PROCEDURE

3.01 Definition

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

3.02 Union or Company Grievance

- (a) Should either the Union or the Company consider that an action is cause for a grievance, the grieving Party, *i.e.*, the President of the Union or the **Director**, Labour Relations, or their designate(s) shall initiate such grievance by letter. Within seven (7) days of receipt of such letter by the other Party, the principals noted above or their designate(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the Third Party as set out in 3.03(d) below. If the grievance is not submitted to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III below.

3.03 Employee Grievance(s)

Preamble

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

(a) Complaints

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

(b) Stage I

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

(c) Stage II

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

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

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

(d) **Grievance Mediation**

Where, after exhausting the first two stages of the grievance procedure of this Agreement, a difference remains between the Parties relating to callouts, seniority issues, pay issues (individual cases), leaves of absence, vacation issues, bereavement issues, the discipline of an employee (other than discharge), or any other matters the Parties may mutually agree to, including any question as to whether the matter is arbitrable, Maria Giardini, David McPhillips, Colin Taylor in rotation, or a substitute agreed to by both Parties, shall at the mutual request of both Parties:

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

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

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

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

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

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

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

3.04 Arbitration (Stage III)

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

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

3.05

Where the time limits mentioned in this Article are not met by the grieving Party, the grievance shall be deemed to be abandoned and may not thereafter be reinstated. Failure

to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

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

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

3.06

- (a) Subject to Article 3.06(b), Coast Mountain Bus Co. Ltd. agrees, upon an employee's request, to remove disciplinary letters from the employee's personnel file provided that employee has maintained a record free from any discipline for a period of twenty-four (24) consecutive months exclusive of any absence pursuant to Articles 18 and 20 that exceed fifteen (15) working days.**
- (b) Removal of letters relating to serious discipline, including suspensions, will be subject to the Employer's discretion. However, if the employee requests removal of the letter after maintaining a clear record as described in 3.06(a) and the Employer declines to remove the letter, the Employer will provide written reasons.**

4.

MEMBERSHIP

4.01

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

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

4.02

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

4.03

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

4.04

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

5.

UNION DUES

5.01 Authorization Form

The authorization form shall contain, in substance, the following:

To:

I hereby authorize you to deduct from my wages and to pay to the Transit Management Association the initiation fees of \$_____ and dues of _____% of _____ wages deducted monthly or such amounts of dues amended from time to time by the Union on all members employed by you.

Date: _____ Employee:

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

5.02 Membership List

The Employer agrees to provide a list of dues paying members every month at the time dues are remitted.

6. LABOUR MANAGEMENT COMMITTEE

6.01

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

6.02

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

6.03

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

6.04

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

7.

SENIORITY

7.01 Seniority Defined

- (a) Overall seniority is defined as the continuous length of service in classifications within the scope of the bargaining unit.
- (b) Classification seniority is defined as the continuous length of service within a job classification.
- (c) Continuous service includes approved leaves of absence, vacations, holidays, union leave, illness, injury, Workers' Compensation, or the recall period during lay-off, unless the specific provisions provide otherwise.
- (d) **The Parties agree that seniority dates for employees who were in the bargaining unit as at January 1, 1994 shall be established on the basis of continuous service with the Employer in a position or positions within the scope of the bargaining unit as at January 1, 1994.**

Overall seniority for employees whose positions are included in the bargaining unit after January 1, 1994 shall be based on their date of inclusion, unless otherwise ordered by the Labour Relations Board or mutually agreed to between the Parties.

7.02 Seniority Application

For the purpose of this Collective Agreement, seniority shall be regionalized with one seniority list for the Lower Mainland.

7.03 Seniority and Temporary Promotions

Employees temporarily promoted out of the bargaining unit shall retain overall and classification seniority for a cumulative period of six (6) months within twelve (12) consecutive months. In the event of sick replacement, maternity leave replacement, *etc.*, extensions of time may be granted by agreement between the Union and the Employer.

7.04 Seniority and Permanent Promotions

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

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

The retention of seniority during temporary or permanent promotions pursuant to Articles 7.03 and 7.04 is conditional on the continued remittance of union dues during the periods set out therein.

7.06 Loss of Seniority

Employees shall only lose their seniority for the following reasons:

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

8. EXECUTIVE BENEFIT PLAN

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

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

8.01

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

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

8.02

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

(a) Direct Monetary Payment

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

(b) Time Bank

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

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

If a Transit Supervisor or **Transit Communications** Co-ordinator selects time off, he/she may be scheduled off for time that he/she has not earned.

8.03

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

9.

WORKING HOURS

9.01

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

9.02

Seven and one-half (7½) hours shall constitute a normal day's work and thirty-seven and one-half (37½) hours shall constitute a normal work week consisting of five (5) consecutive days of work followed by two (2) consecutive days off, with the exception of random and holiday block employees and all employees at the time of shift changes, transfers, promotions, and rotation between positions and shifts.

9.03

- (a) Except for shift workers, standard working hours shall be between hours of 07:00 and 17:00, Monday to Friday, consisting of seven and one-half (7½) hours work and a one-half (½) hour off as an unpaid lunch period. The total eight (8) hours, including the lunch period, shall be an unbroken period. In cases where non-shift employees are required to alter their hours of work within the standard working hours, the Employer will provide as much notice as practicable to the employees affected. It is understood that non-shift workers shall not be eligible for shift premiums under Article 10, except as provided below.
- (b) It is understood that employees who normally work standard working hours may be required to work shift work for specified period of time to meet legitimate requirements of the Employer. In such cases, the Employer will provide as much advance notice as practicable to the employee(s) affected and the employees will be entitled to all differentials and premiums attached to the hours worked as provided in Articles 10.01 and 10.02.
- (c) It is further understood that, in cases where the Employer requires an employee to change his/her or her working hours from standard working hours to shift work on a permanent basis, the Employer will provide as much advance notice as practicable to the employee(s) affected. It is also agreed that these changes will be made in accordance with Letter of Understanding #12. Such affected employee(s) will be entitled to all differentials and premiums provided for in Articles 10.01 and 10.02.

9.04

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

10. SHIFT WORK

10.01

Shift workers shall receive time and one-half for work performed on Sundays and Statutory Holidays.

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

10.02 Shift Allowance

- (a) For the purposes of calculation of shift premium, the day shift is defined as 08:00 to 16:00 and the basis for payment is as follows:
 - (i) for operations employees - shift workers will be paid a shift premium of \$1.92 per hour for all hours of a specific shift that fall outside the day shift.
 - (ii) for maintenance employees - shift workers shall be paid a premium of \$1.92 per hour for the entire shift for all shifts where 50% or more of the shift hours fall outside the day shift. It is understood that, for shifts where less than 50% of the hours fall outside the day shift, no shift premium will apply.

10.03

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

10.04

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

11. SALARIES AND SCALES

11.01 Salaries

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

11.02 Salary Scales

11.02.1

Job Grades will be established in accordance with the Employer's Job Evaluation Plan.

11.02.2

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

(a) Scale Differentials:

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

(b) Range Widths (Grades 1-12)

Minimum is **83 %** of Control
100% is the Maximum

11.02.3

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

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

11.03 Salary Administration

- (a) Salary advances within the ranges may be withheld for inadequate performance, providing that one month's notice of intent to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Employer's appropriate Personnel and Labour Relations representatives.
- (b) Increases will not be granted to employees on probation. When, in the opinion of the Employer, the employee has fully restored his/her performance at some

subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.

- (c) Salary progression within range will be annual on the anniversary of the employee's appointment to his/her position. Such increases are exclusive of economic increases.
- (d) Newly appointed and promoted employees are eligible for progression increase after six (6) months. All future progression increases to control point will be at twelve month intervals from the date of appointment or promotion.
- (e) Progression increases will be 3.7%. However, a salary below the control point of its range will not move above the control point as a result of a progression increase.
- (f) Employees will not become eligible for progression increases during all unpaid leaves of absence in excess of three (3) months, except maternity leave. Upon return to work, the eligibility date for progression increases for such employees will be adjusted accordingly.
- (g) An employee will not become eligible for progression increases while he/she is on sick leave. Upon return to work, the employee will be eligible for a progression increase on the same date he/she would have normally become eligible and had he/she not been absent for sickness.
- (h) A Transit Supervisor's salary shall always be maintained at a minimum of 5% above the base rate of pay for a Transit Operator. Maintenance Supervisory salaries shall always be maintained at a minimum of 5% above the base rate of pay for the employees supervised. For the purpose of this clause, base rate does not include any premiums and/or allowances.

11.04 Temporary Promotions

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

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

11.05

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

11.06 Annual Salary Scale

As of June 11, 2002

| GRADE | MINIMUM ANNUAL | MAXIMUM ANNUAL |
|--------------------------------|---------------------------|---------------------------|
| 1 | \$27,886 | \$33,597 |
| 2 | \$30,395 | \$36,621 |
| 3 | \$33,132 | \$39,918 |
| 4 | \$36,113 | \$43,510 |
| 5 | \$39,364 | \$47,427 |
| 6 | \$42,907 | \$51,695 |
| 7 | \$46,768 | \$56,347 |
| 8 | \$50,977 | \$61,418 |
| 9 | \$55,565 | \$66,946 |
| 10 | \$60,566 | \$72,971 |
| 11 | \$65,109 | \$78,444 |
| 12 | \$69,992 | \$84,328 |
| Transit Supervisors | \$48,871 | \$58,881 |

As of January 1, 2003

| GRADE | MINIMUM ANNUAL | MAXIMUM ANNUAL |
|--------------------------------|---------------------------|---------------------------|
| 1 | 28,583 | 34,437 |
| 2 | 31,155 | 37,537 |
| 3 | 33,960 | 40,916 |
| 4 | 37,016 | 44,598 |
| 5 | 40,348 | 48,613 |
| 6 | 43,980 | 52,987 |
| 7 | 47,937 | 57,756 |
| 8 | 52,251 | 62,953 |
| 9 | 56,954 | 68,620 |
| 10 | 62,080 | 74,795 |
| 11 | 66,737 | 80,405 |
| 12 | 71,742 | 86,436 |
| Transit Supervisors | 50,093 | 60,353 |

12. OVERTIME AND TRAVEL TIME COMPENSATION

12.01

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

12.02

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

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

- (b) At no time will time off banked under this Agreement exceed seventy-five (75) hours. (Any employee who presently has in excess of 75 hours banked may not bank any additional time, but may maintain his/her present bank until scheduled off by mutual agreement).
- (c) Notwithstanding the above, all overtime worked between the hours of 00:00 and the employee's normal starting time shall be paid for at 200% of the employee's straight-time rate.
- (d) It is understood that the current practices regarding shift changeover are not overtime and do not attract payment.

12.03

- (a) A one half (1/2) hour **paid** meal break will be allowed where employees are required to work **three (3) hours or more** beyond the **end of their** scheduled shift.
- (b) For each subsequent four (4) hours worked, an additional one half (1/2) hour **paid** meal break will be allowed.

- (c) As to when the paid or unpaid meal breaks will be taken is a matter of agreement between the employees and their supervisor.
- (d) For the purposes of (a) to (c), hours worked will not include any half hour meal breaks taken.

12.04

Where an employee is called out and works four (4) hours overtime, an employee will be paid for a one half (1/2) hour meal period at the prevailing overtime rates and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred.

12.05

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

12.06

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

12.07

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

12.08

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

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

12.09 Random Travel Time

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

If an employee uses his/her personal vehicle to travel between work centres as referred to in the previous paragraph, such employee will be paid a mileage allowance of \$0.35 per kilometre based on the distance between work centres.

12.10 Call-In On A Day-Off

If an employee is called into work on his/her regular day off, he/she will be paid at overtime rates for a minimum of two (2) hours.

12.11 Relief Supervisors

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

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

13. PREMIUM PAYMENTS

13.01 Standby

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

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

13.02 On-Call

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

13.03 Call-Out

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

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

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

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

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

13.04 Telephone Consultation

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

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

13.05 Off Shift Training Premium – Maintenance Supervisors Only

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

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

13.06

Operations employees who are required to provide training to Acting CUPE members, and who are then required to submit written evaluations based on these periods of training, will receive additional compensation in the amount of \$0.40 / hour for all time spent conducting training and completing written assessments.

14.

VACATIONS

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

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

14.01 Year-Of-Hire Vacation Entitlement

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

14.02 Annual Vacation Entitlements

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

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

(b) Vacation Entitlements

In the calendar year of:

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

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

(c) Long Service Vacation

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

14.03 Past Service Credits

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

14.04 Broken Vacations

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

14.05 Banking Vacations

- (a) Employees with three (3) weeks vacation entitlement and five (5) or more years of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it in the following year or later.

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

14.06 Statutory Holidays During Vacations and Leave of Absence

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

14.07 Relieving on Higher-Grouped Jobs

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

14.08 Proration of Annual Vacation Entitlement

- (a) In any case where an accumulation of absences due to sick leave, income continuance, or Workers' Compensation injury exceeds six (6) calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by 1/6 for each full month of absence in excess of six (6) months.
- (b) Where an accumulation of absences other than sick leave, income continuance, W.C.B., and annual vacation exceeds three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of three (3) months.

14.09 Payment of Vacations

- (a) (i) Current vacation will be paid based upon the greater of either:
 - a) an employee's rate of pay at the time the vacation is taken or,
 - b) depending upon his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, *etc.*, of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is 0.4% per day.

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

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

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

15.

LAYOFF AND RECALL

15.01

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

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

15.02

Coast Mountain Bus Co. Ltd. will endeavour to place regular employees displaced through a reduction of positions in a classification in other vacant positions within the Employer for which, in the opinion of the Employer, they are qualified or will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree. In such cases, the Union agrees to waive the requirement to bulletin. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee, the employee shall not have any transfer rights under this Article.

15.03

A regular employee who is subject to lay-off, and not eligible for placement under 15.02 above, may elect, within five (5) working days, one of the following:

- transfer (if eligible), or
- severance, or
- recall.

15.04 Transfer

An employee may exercise his/her transfer rights, in the Regional Transit Service Area where the employee is currently employed, on the following basis:

- (a) to displace:
 - (i) the most junior employee with less overall seniority in a job which the employee subject to lay-off held as a regular employee, or
 - (ii) transfer is also allowed to the most junior position in an equal or lower group that the displaced employee has not previously held, but which the employee is qualified, or in the opinion of the **Employer** will be qualified within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days, or such longer period provided the Parties mutually agree. This type of transfer is limited to the Regional Transit Service Area in which the employee is currently employed
- (b) Regular employees who are displaced under the foregoing provisions may, in turn, exercise their seniority to transfer to other positions in the CUPE jurisdiction in accordance with the above.

15.05

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

15.06 Severance Pay

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

- (a) Terminate and accept severance pay as follows:
- 6 consecutive months of service - 2 weeks' regular earnings
 - 3 consecutive years of service - 3 weeks' regular earnings
 - thereafter - one week's pay for each additional year of service.
- (b) Recall rights for a period of twenty-four (24) consecutive months as follows:
- (i) laid off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (*i.e.*, last off, first on). Employees on the recall list will also have the right to apply for all bulletined jobs, and with the same preference they would have received if they had not been laid off. In any event, they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three month intervals with the Manager, Human Resources.
 - (ii) new employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
 - (iii) should there not be any employee on the recall list eligible for recall under (i) and (ii) above, the Employer may hire from outside the bargaining unit.
 - (iv) employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid off, except that such salary will not be below the minimum or above the maximum of the salary range.
 - (v) notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 15.06(ii). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.
 - (vi) an employee on lay-off who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list.

- (vii) employees on lay-off will keep the Employer informed of their current address for recall. Should an employee change his/her address during the period of lay-off, he/she will inform the Employer of such change by registered mail.

15.07

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.

16. AUTOMATION & NEW PROCEDURE

16.01

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

16.02

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

16.03

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

- (a) The opportunity to remain in their current department; provided there are positions available and the employee is qualified or will be qualified within a training period not to exceed thirty (30) days or such longer period as may mutually be agreed.
- (b) The opportunity to move to a vacant position if available within the Employer for which the employee is qualified or will be qualified within a period not to exceed thirty (30) days or such longer period as may mutually be agreed. Employees who are placed in a lower level position shall have their salaries red circled.

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

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

17. BENEFIT PLANS

17.01 Medical Coverage and Extended Health Benefits

- (a) All employees, except part-time temporary and those hired for temporary vacation relief, shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include Eyeglass Coverage (**\$400.00 per person in a twenty-four (24) month period**). The Hearing Aid Coverage will be **\$1000.00** reimbursement per ear hearing aid every five (5) years) **subject to deductible and co-insurance provisions. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision. The maximum lifetime benefits per person is \$200,000.00.**

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

- (c) Eligible new employees are covered in both plans effective on the first day of the calendar month next following date of employment, except when date of employment is the first day of the month, or first normal working day in the month, when coverage is immediate. Premiums for both plans shall be 100% paid by the Employer. Participation in the plans is a condition of employment for all new employees described above, except that employees covered by equivalent medical plans elsewhere may elect not to be covered by the Employer plans.
- (d) The Employer shall pay premiums on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

- (e) Members who retire from the Employer's service on pension and who have completed ten (10) years of service with the Employer and its predecessors may continue to be covered under the above Plans with the Employer through the Public Service Superannuation Plan paying the full premium for Medical Services Plan and the Extended Health Care Plan.

17.02 Group Life Insurance

- (a) Premiums will be paid 100% by the Employer. Except for part-time temporary employees, enrollment is compulsory for all employees after three (3) months continuous service. Employees who retire from service after at least ten (10) years service with the Employer and its predecessors will continue with Group Life Insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement, the coverage will be 50% of that in effect on the last day of employment. It will reduce annually thereafter on each retirement anniversary by 10% of the amount in effect on the last day of employment until a minimum of \$1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime.
- (b) Group Life Insurance coverage for employees covered by this Agreement will be adjusted whenever such an employee's salary changes based on two (2) times that employee's regular annual earnings as determined in the pay period in which implementation of the new coverage takes place. Such coverage will be effective on the first day of the month following the employee's change in salary.
- (c) Optional Group Life Insurance will be available, at employee cost, in units of \$10,000 up to a maximum of \$150,000 per employee.

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

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

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

17.03 Dental Plan

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

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

17.04 Leave of Absence

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

17.05 Travel Accident Insurance

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

17.06 Income Continuance Plan

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

18. INCOME CONTINUANCE PLAN

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

18.01 Sick Leave, Income Continuance and Workers' Compensation

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

Sick Leave

(a) Past Service Credits

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

(b) Current Sick Leave Allowances

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

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

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

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

(c) Sick Leave Extending into the New Year

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

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

(d) Sick Leave Benefits on Termination

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

18.02 Income Continuance Benefits

(a) Sick Leave Supplement to Income Continuance Benefits

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

(b) Advance Payments of Income Continuance Benefits

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

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

18.03 Workers' Compensation Board

(a) Workers' Compensation Advance

Employees on Workers' Compensation will be paid an advance equal to their base hours (*i.e.*, seven and one-half (7½) hours in the case of most employees in the CUPE jurisdiction) times their hourly rate times seventy-five percent (75%) for each full day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If the W.C.B. reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. Payment from the W.C.B. will be paid directly to the Employer.

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

The employee whose claim is denied must apply for benefits under the Sick Leave and/or the Income Continuance provisions of this Agreement. If the benefits are approved, he/she must repay any advances immediately. If benefits are not approved, or the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay in not more than ten (10) consecutive pay periods and at no less than \$100.00 per payment. If the outstanding balance to be repaid is less than \$100.00, the entire amount will be recovered in one payment. In cases where the above arrangement would create extreme economic hardship, the Employer and the Union will meet to discuss alternate payment arrangements.

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

(b) Workers' Compensation Board Supplement

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

18.04 Medical Certificate

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form may be required by the Employer's Human Resources Department. Employees involved in frequent short-term absences (more than four (4) per calendar year) may be required to undergo a medical examination by a doctor appointed by the Employer or by their own doctor (at the employee's option). In the latter event, employees shall arrange that their doctor furnish a report of the examination results to the Employer's Human Resources Department. Employees on leave of absence for sickness must continue to be available in the vicinity of their work area, unless a medical certificate has been furnished to provide otherwise.
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Employer Human Resources Department may require such an examination.
- (c) In cases of excessive absenteeism, or where an employee's absence pattern warrants additional medical information, the Employer may require an employee

to undergo a medical examination by a doctor of the employee's choice, who is acceptable to the Employer.

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

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

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

18.05 Severance Pay for Health Conditions

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

18.06 Medical and Dental Appointments

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

19. TRANSFERS AND PROMOTIONS

19.01 Position Vacancies

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

19.02

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

19.03

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

19.04

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

19.05

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

19.06

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

19.07

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

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

20.

LEAVE OF ABSENCE

20.01 Leave of Absence on Union Business

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

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

20.02

- (a) Where representatives of the Union and/or witnesses, in the Employer's employ, are carrying out duties in respect to investigating complaints, resolving grievances, answering questions regarding the Union's newsletter or similar activities, for one (1) day or less, whether in their general work area or outside their general work area and involving travel, or where representatives of the Union are attending meetings of the Labour Management Committee, the Employer will not charge the Union for their salaries.
- (b) Where representatives of the Union are attending meetings of the Labour Management Committee which involve travel, the Employer will pay their travel expenses.
- (c) Policy regarding payment of salary, travel expenses, accommodation, meals, fees, *etc.*, for representatives of the Union attending conferences, seminars, training programs, *etc.*, will be determined on an ad hoc basis by the appropriate Vice-President or General Manager.
- d) For its representatives carrying out duties in respect to negotiations, arbitration, *etc.*, and for all other activities of its representatives not specifically covered in 20.02 (a), (b), and (c) above, the Union will pay the applicable expenses for travel, accommodation, meals, fees, *etc.*; the Employer will pay their regular salaries and charge the amount back to the Union provided the Union remits payment in full of outstanding amounts within thirty (30) days of being billed by Coast Mountain Bus Co. Ltd. Failure to make payment within thirty (30) days will result in the Employer recovering such amounts from the monthly CUPE membership dues.

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

20.03 Bereavement Leave

- (a) Bereavement leave of absence of up to **37.5 hours** with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer may at its discretion grant further bereavement leave, contingent on the circumstances.
- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

20.04 Pregnancy Leave

- (a) **A pregnant employee who requests leave is entitled to up to 17 weeks of unpaid leave**
 - (1) beginning**
 - (i) no earlier than 11 weeks before the expected birth date, and**
 - (ii) no later than the actual birth date, and**
 - (2) 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.**
- (b) **A request for leave must:**
 - (1) be given in writing to the Employer by submitting a medical certificate (Form M-627) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and**
 - (2) be given to the Employer at least 4 weeks before the day the employee proposes to begin leave.**
- (c) An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she shall, on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.

- (d) **An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**
- (e) **An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (d).**
- (f) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period the employee requests.
- (g) Employees desiring to return to regular employment following **pregnancy or parental** leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the **pregnancy or parental** leave.

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

- (h) On return from **pregnancy or parental** leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (i) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or **parental** leave, unless the employee is absent for a period exceeding the permitted leave.

- (j) When an employee on **pregnancy or parental** leave fails to notify the Employer of her desire to return to work in accordance with (g) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - (i) promotion of another employee from within the department, or;
 - (ii) changing the status of the temporary employee who relieved the employee on maternity leave.
- (k) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job bulletins.

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

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

20.05 Parental Leave

- (a) **An employee who requests parental leave is entitled to:**
 - (1) for a birth mother who takes leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and employee agree otherwise,**
 - (2) for a birth mother who does not take leave under the pregnancy leave provisions in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,**
 - (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and**
 - (4) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.**

- (b) **A request for leave must:**
 - i. be given in writing to the Employer,
 - ii. if the request is for leave under subsection (a), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - iii. if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (c) **If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).**
- (d) **An employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to 52 weeks plus any additional leave the employee is entitled to under Article 20.04 (e) or subsection (c) of this section.**
- (e) The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

21. TRANSIT SUPERVISORS

21.01 Sign-Ups

Three organizational structures have been identified for Transit Supervisors at Coast Mountain Bus Co. Ltd.. Should the Company decide to change from one structure to another, it will consult with CUPE and provide at least sixty (60) days notice of such change.

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

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

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

(c) **Hybrid Structure**

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

(d) **Transit Communications**

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

Transit **Communication** Co-ordinators will sign-up on the basis of classification seniority.

21.02 Sheet Construction

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

21.03

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

21.04

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

21.05 Vacation Sign-Up

Transit Supervisors will sign up for Annual Vacation and Statutory Holidays on a seniority basis in accordance with current practice as of January, 1999. **Transit Communications** Co-ordinators will sign up for Annual Vacation and Statutory Holidays on a seniority basis in accordance with current practice as of January, 1999.

22. UNIFORMS AND CLEANING ALLOWANCE

22.01

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

- (a) Initially, each Transit Supervisor will be issued one (1) sweater, six (6) shirts, two (2) pairs of pants, one (1) sports jacket and three (3) ties and one (1) hat (either a baseball cap or a peak cap), and shall have the option of two of the following:
- Pea Jacket
 - Short Waist Length Jacket
 - Rain Coat.

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

- (b) All **items** will be replaced on proof of need.
- (c) **The Union and the Employer will co-operate in sponsoring and maintaining a high standard of appearance among employees covered by this agreement as provided for by Company rules and regulations.**
- (d) A cleaning allowance of \$12.00 per pay period will be paid to each Transit Supervisor.
- (e) An annual footwear allowance of **\$100.00** for Transit Supervisors.

On January 1, 2003, the preceding (e) will be replaced with the following language:

A footwear allowance of \$200.00 provided every 24 months for Transit Supervisors.

22.02 Shoe Allowance

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

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

22.03 Winter Jackets - Maintenance Group

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

23. COAST MOUNTAIN BUS CO. LTD. PASS

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

23.01

All members of the Union shall be entitled to a yearly bus pass valid on the transit system in which they are employed. One (1) additional pass will be provided to an employee's spouse or child.

23.02

Retired members of the Union will, on request, be furnished yearly bus passes for their own use valid on the transit system in which they were employed.

23.03

Employees shall surrender their pass upon termination of employment.

23.04

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

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

24. JOB EVALUATION REVIEW AND APPEAL

24.01 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint one (1) Job Evaluation Review Officer. Employees of the Employer who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Employer will pay the salary and expenses for the time spent on Employer approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Evaluation Review Officers.
- (b) The Union Job Evaluation Review Officer may meet with Human Resources to review changes in duties and/or responsibilities in existing jobs which may have occurred.
- (c) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 24.04.

24.02 Job Evaluation Review Procedure

- (a) Step One

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

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

- (b) Step Two

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

24.03 Standing Arbitrator

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

24.04 Job Evaluation Appeal

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

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

24.05

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

24.06

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

25. SHIFT SIGN-UPS

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

- (1) Shift Supervisors and Component Rebuild Supervisor
- (2) Shift Service Supervisors

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

Effective January 1, 2003, the preceding language will be replaced with the following language:

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

- (1) Shift Supervisors and Component Rebuild Supervisor**
- (2) Shift Service Supervisors**

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

26. TRANSIT COMMUNICATIONS

Transit Communications Co-ordinators shall sign for the work available in order of department seniority, in accordance with the practice in place on December 31, 1993.

27. HARASSMENT/DISCRIMINATION

- (a) The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment from other employees.
- (b) The Employer and the Union agree to work together, under the auspices of the Prevention of Workplace Harassment Policy, to ensure that the workplace is harassment free.

- (c) The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.
- (d) The Employer recognizes the importance of the Union's involvement in this matter, and welcomes the Union's input on the Harassment Policy. The Employer undertakes to consult with the Union on a regular basis on such matters as the definition of harassment and any other aspect of the policy on which the Union has a particular viewpoint. The Employer will give every reasonable consideration to policy change proposals put forward by the Union.
- (e) An employee who alleges that he/she has been subject to harassment may file a grievance pursuant to Article 27 of the Collective Agreement.

28. OCCUPATIONAL HEALTH & SAFETY

28.01 Intent to Conduct a Safe Operation

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

28.02 Union - Employer Health & Safety Committee

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

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

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

Union committee members will be compensated according to Article 20.02.

APPENDIX "A"

Included:

Transit Supervisors

Transit Communications Co-ordinators

Mechanical Engineer in Training (Maintenance)

Body Shop Supervisor

Maintenance Engineer Electrical/**Mechanical**

Machine & Welding Shop Supervisor

Farebox Supervisor

Trolley Overhead Technical Supervisor

Field Service Trainer (Electrical/Mechanical)

Shift Service Supervisor

Fire Prevention Supervisor

Body & Paint Shop Supervisor

Component Rebuild Supervisor

Shift Supervisor

Stores Supervisor

Project Engineer

Relief Shop Supervisor

Tireperson Supervisor

Warranty Administrator (* formerly Warranty Engineer)

Electronics Supervisor

Facilities Cleaning Supervisor

FOR C.M.B.C.

Anna Dean
Director, Operations

Gary Hinz
Director, M.E.T.S.

Richard Brown
Manager, T-Comm

Bill Evans
Manager, OTC Fleet Maintenance

Tracy Suzuki
Salary Supervisor

John Mitchell
Operations Supervisor – RTC

Norm Fraser
Duty Manager

Cheryl Shizgal
Bargaining Committee Chair

Tom Teasdale
Labour Relations Advisor

FOR C.U.P.E., local 4500

John Holt
President, CUPE 4500

Mike Weismantel
Bargaining Committee Member

Jim Eaton
Bargaining Committee Member

Gord Dieno
Bargaining Committee Member

Larry Johnston
Bargaining Committee Member

Ian McLean
CUPE National Representative

dated this _____ day of _____, 2003.

Letter of Understanding # 1

Operations Department Promotion Planning

This letter will outline the process for the selection of Acting Transit Supervisors, Transit Supervisors, Acting Transit Communications Co-ordinators and Transit Communication Co-ordinators.

To develop an appropriate career path for Transit Supervisors and Transit Communications Co-ordinators, it is essential to effectively select, train, and manage the performance of Acting Transit Supervisors and Acting Transit Communications Co-ordinators (“Acting Supervisors”).

- 1. All vacancies for Acting Supervisors will be posted, and the selection process, as determined by the Employer, will determine the successful candidate(s).**
- 2. Each Acting Supervisor will have a minimum of three (3) formal Performance Appraisals during his or her Acting Supervisory stage. These Performance Appraisals will be conducted by the appropriate management personnel at reasonable intervals. An Acting Supervisor’s third Performance Appraisal will indicate whether he/she is eligible for promotion to a regular position or requires further training. Should the Employer decide that an Acting Supervisor requires further training after this 3rd Performance Appraisal, he/she will not be eligible for promotion until a 4th Performance Appraisal is completed. A fourth Performance Appraisal will be completed within a reasonable period to determine the Acting Supervisor’s status in the Acting program. If at any time, the performance of an Acting Supervisor is not acceptable, he/she will be placed back into their regular position.**
- 3. Full time Transit Supervisors and Transit Communication Co-ordinators will be chosen from those eligible for promotion from the appropriate Acting Supervisor pool. Both Parties agree to waive the requirement to post the Transit Supervisor and Transit Communication Co-ordinators vacancies. Vacancies will be filled by the most senior qualified candidate from the above mentioned groups. Selection will be made in accordance with Article 19.06.**

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

Dated: March 26, 2002

Letter of Understanding # 2

Transit Communications Centre – Work Stations

Should CMBC decide to alter the workstations at the Transit Communications Centre during the life of this agreement, the Company agrees to meet with the Union to discuss and seek input regarding the design of any new work stations, and any significant changes to the configuration of the workplace. The Parties agree to limit participation at these meetings to no more than three (3) members each.

Dated: March 27, 2002

Letter of Understanding #3

Work Selection - Random Transit Supervisors

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

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

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

1. All known random shifts to be open to all Random Transit Supervisors to sign.
2. All work assignments to be handled by phone.
3. **Transit Communications** Centre is to receive a copy of the worksheets for the information of the Random Transit Supervisors outside normal business hours.
4. Random Transit supervisors to provide work preferences to the Employer if they are on authorized leave.
5. Short notice book offs to be assigned to the most appropriate make up shift by management.
6. Worksheets to be available by Friday at 12:00 noon for work to commence on the following Monday.
7. Worksheets to be faxed to all depots and posted in the allocated space in the Transit Supervisor's room.
8. Seniority for Transit supervisors signed up on random shifts shall prevail as per the active list used during sign-ups.
9. A Holiday Block Transit Supervisor working for a Random Transit Supervisor shall assume the seniority of that Random Transit Supervisor.
10. A Holiday Block Transit Supervisor forced onto a random position will slot in under their own seniority.
11. A Holiday Block Transit Supervisor must sign in order of seniority for available work.

12. All unsigned Random shifts on the Holiday Block sign-up, unless forced to sign that random shift will fall into the last position of random supervisors' seniority.

For BC Transit:

K. Smith

M. Madill

For the CUPE:

G. Thiessen

M. Weismantel

Dated: January 13, 1994

Letter of Understanding # 4

Uniform Committee – Transit Supervisors

The Parties agree to establish a Uniform Committee according to the provisions of this Letter of Understanding.

- 1. The mandate of the committee will be to make recommendations regarding:
 - The appropriate items of clothing to be included in the Transit Supervisor's uniform issue; and
 - An appropriate system of allotment for Transit Supervisor's uniforms.**
- 2. The Uniform Committee will consist of no more than three (3) members from each Party.**
- 3. The Uniform Committee will make final recommendations within 120 days of ratification of this agreement.**
- 4. The recommendations of the Committee will be cost neutral, unless mutually agreed otherwise.**

Dated: March 27, 2002

Letter of Understanding #5

March 3, 1994

BC Transit
1200 W. 73rd Avenue
Vancouver, B.C.
V6P 6M2

Attention: Mike Madill

Dear Mike:

Re: Positions Under Review

Further to recent discussions during negotiations, we are writing on behalf of the CUPE/CUPE Local 4500 to confirm our understanding regarding the following positions:

- (1) Facilities Maintenance Supervisor
- (2) **Building Maintenance Supervisor**
- (3) **Maintenance Training Supervisor**
- (4) Operations Development Advisors

The Parties agreed that further review of the above referenced positions was required and committed to a process of joint discussions consistent with the procedures of the Labour Relations Board.

Yours truly,

George Thiessen
President, CUPE

M. Dumler
CUPE Staff Representative

Modified: February 19, 2002

Letter of Understanding # 6
(formerly L.O.U. # "A")

Scope of the Bargaining Unit

This will confirm discussions between the Parties regarding the exclusion of the following classifications:

Manager, Maintenance (depots)

Duty Manager

Operations Supervisor

Farebox Revenue Supervisor

Diesel Supervisor

Trolley Supervisor

Service Supervisor

This agreement is without prejudice and precedent to arguments either Party may make regarding the inclusion of any other positions.

It is further agreed that the CUPE will not seek inclusion of the above-noted classifications at any time, unless the majority of the incumbents in those classifications indicate in writing their desire to be included in the bargaining unit.

For BC Transit:

M. Madill

A. Dawson

D. Parker

J. Lovitt

For CUPE/CUPE Local 4500:

M. Weismantel

R. Spence

B. Kilby

D. Dockstader

Dated: **March 3, 1994**

Modified: March 13, 1996

January 30, 2002

Letter of Understanding #7

Re: Burnaby Overhaul Supervisor

Without Prejudice or Precedent

The Parties agree that the above referenced position is excluded from the bargaining unit on the understanding that if the current amount of time split between bargaining unit and non-bargaining unit work changes, the Parties will meet to review the position and, failing agreement, would submit the matter of inclusion or exclusion to the appropriate third party.

For BC Transit:

M. Madill

A. Dawson

D. Parker

J. Lovitt

For CUPE/CUPE Local 4500:

R. Spence

M. Weismantel

B. Kilby

D. Dockstader

Dated: March 3, 1994

Letter of Understanding #8

Positions for Inclusion in the Bargaining Unit

The Parties agree that, in the event that persons in the positions listed below indicate in writing their desire to be included in a bargaining unit, both the **Employer** and the Union agree the appropriate bargaining unit would be the CUPE.

Materials Control Manager
Maintenance Systems Manager
Trolley Overhead Supervisor
Rectifier Station Supervisor
Administration Services Supervisor

It is understood that nothing in the foregoing shall be construed as limiting in any way either Party's rights under the applicable Legislation and, in particular, Coast Mountain Bus Co. Ltd.'s rights to argue that any such position(s) should be excluded pursuant to the Labour Relations Code.

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

For BC Transit:

M. Madill

A. Dawson

D. Parker

J. Lovitt

Dated: March 3, 1994
Modified: March 13, 1996
January 30, 2002

For CUPE/CUPE 4500:

M. Weismantel

B. Kilby

D. Dockstader

J. Eaton
R. Spence

Letter of Understanding #9

Field Service Trainers

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

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

This Agreement shall be applicable to the Field Service Trainers.

1. Working Hours

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

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

2. Work Week

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

3. Work Year

A total of nineteen hundred and fifty six and point seven (1956.7) hours, inclusive of benefit entitlement, will constitute a Work year. Employees may be scheduled to work more, or

less, than nineteen hundred and fifty six and point seven (1956.7) hours in a specific year. The balance of nineteen hundred and fifty six and point seven (1956.7) hours per year shall be achieved by rescheduling the employee's hours by mutual agreement of the employee and their Supervisor.

4. Salary

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

5. Overtime

Overtime will be paid in accordance with the Collective Agreement, except that no overtime shall apply to the regularly scheduled shifts of up to nine (9) or nine and one-half (9 1/2) hours.

6. Annual Vacation

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

In the calendar year of:

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

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

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

6.1 Statutory Holidays

Statutory holiday entitlement shall be eighty-two and one-half (82.5) hours per year. Employees covered by this Agreement shall not work Statutory Holidays, unless required to do so by their Supervisor. Where such holidays occur on an employee's regularly scheduled work days, that schedule will be deemed to be adjusted such that the employee will work all of the other days of the week (i.e. if an employee normally works Monday to

Thursday and a Statutory Holiday falls on a Monday, the employee's schedule will be automatically changed to Tuesday to Friday for that week). In addition, if the two (2) designated days for Christmas and Boxing Day occur in the same week, the employees subject to this agreement will work the full five (5) business days in the week prior to that week in order to make up for the three-day week.

7. Sick Leave, Income Continuance and Workers' Compensation

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

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

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

8.

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

This Agreement is entered into by the parties on an experimental basis and is subject to cancellation by either the Employer or the Union upon thirty (30) days written notice to the other Party. In addition, this Agreement may be amended at any time by agreement of both Parties.

In the event this Letter of Agreement is cancelled by either Party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect. Further to this, all adjustments shall be reversed to comply with said Collective Agreement. It is understood that it is the intent of both Parties that in the event of such a cancellation, the date of the last shift worked under this Agreement will be the last day of a pay period.

Dated: March 27, 2002

FOR CMBC:

Cheryl Shizgal

Tim Watson

Gary Hinz

FOR THE UNION:

John Holt

Letter of Understanding # 10

Phased Retirement

A joint committee will be formed to study the implementation of a Phased Retirement Program for Transit Supervisors and Transit Coordinators.

The committee shall meet within ninety (90) days of ratification of the agreement.

In conducting its study and its discussions, the committee will adopt the following criteria:

- **any other phased retirement programs that may be identified as comparable to that contemplated in Appendix X;**
- **the quality of working life for Phased Retirees;**
- **the effects of the introduction of PRs on the quality of working life of full time Transit Supervisors and Transit Coordinators; and**
- **Shift coverage and other productivity improvements that may realized as the result of the introduction of the Phased Retirement Program.**

The Committee will conclude its study no later than June 30, 2003 and will then commence drafting an Implementation Plan. The Committee will use the Terms of Reference (below) as a framework for these discussions. The Parties will make any changes to the Terms of Reference as are agreed. The Parties will take the Implementation Plan to their respective principals for ratification no later than December 31, 2003. The Implementation Plan will take effect on January 1, 2004.

The following Terms of Reference will be used by the Committee to draft an Implementation Plan for Phased Retirement:

Terms of Reference Phased Retirement Program

1.0 Preamble

The opportunity to participate in a Phased Retirement Program is intended only for Transit Supervisors and Transit Coordinators. The purpose of the Program is to provide an alternative to full time work for employees who are close to retirement while increasing the efficiency of CMBC's operations.

The total number of employees who participate in the Program will only be limited at the discretion of CMBC.

Work arrangements and shift schedules will be determined by CMBC in consultation with the Union and the individual employees affected. Individual

employees who wish to participate in the Program will be expected to apply through their immediate Supervisor, who will forward the application to the Program Coordinator. All applications will be considered based on employees' individual circumstances.

2.0 Definition

Phased retiree (PR) is a person employed by CMBC who has at least factor 75 (Age plus Length of Service) and who has been accepted into the Phased Retirement Program.

3.0 Application of the Collective Agreement

All Articles contained in the Collective Agreement apply to PRs, except as modified herein.

4.0 Benefits and Leaves of Absence

4.1 Benefits

- (a) PRs will participate in benefit plans in accordance with the Collective Agreement and in the pension plan, to the extent that they are eligible.**
- (b) For the purpose of Article 18.00, a PR's "regular daily earnings" shall be the number of hours the PR is normally scheduled to work in a day.**
- (c) For the purpose of group life insurance coverage for PRs, the calculation will be based on the employee's straight time hours worked, times the hourly rate.**

4.2 Paid Leaves of Absence

Where a PR is granted a paid Leave of Absence within the Collective Agreement, the employee's pay for the day shall be the straight time rate for the scheduled hours missed.

5.0 Vacation

PRs will be eligible for annual vacation. The Vacation Entitlements are set out in Article 14.02. For the purposes of vacation pay, a "day" shall be the number of hours the PR is normally scheduled to work in a day.

6.0 Cleaning Allowance

Transit Supervisor PRs will receive on their pay cheques a cleaning and maintenance allowance of \$6.00 bi-weekly.

Dated: May 30, 2002

Letter of Understanding # 11

Overtime Assignment - Operations

The Parties agree to meet during the life of this agreement to develop a process for the management of Transit Supervisor and Transit Communication Coordinator access to overtime.

The committee shall consist of the Duty Manager currently responsible for work assignment, the Manager of Transit Communications (or his designate), the CUPE 4500 Property Director for Transit Communications, and a CUPE 4500 Property Director representing Transit Supervisors.

It is understood that any new overtime assignment system agreed to by the Parties will not form part of the collective agreement, and will not result in additional administrative and/or overtime costs to the Company.

Should the Parties fail to reach agreement on a new overtime assignment system by January 31, 2003, the overtime assignment system currently in place will be continued.

Dated: May 30, 2002

Letter of Understanding #12

Non-Shift Worker Positions

The Parties agree that the following positions listed below are not shift worker positions and work standard working hours between 07:00 and 17:00 hours, Monday to Friday. The Parties also agree that these positions shall not be changed from non-shift work to shift worker without consultation between the incumbents and their supervisor. Such changes will be made in accordance with Articles 9 and 10.

It is further agreed that, in such cases, the Parties agree to meet and discuss the situation in a manner as contemplated in Section 54 1 (b) of the Labour Relations Code in effect on March 11, 1994.

1. Component Rebuild Supervisor
2. **Machine & Welding Shop Supervisor**
3. **Body Shop Supervisor**
4. **Maintenance Engineer (Electrical/Mechanical)**
5. Trim Shop supervisor
6. Body & Paint Shop supervisor
7. **Farebox Supervisor**
8. **Field Service Trainer**
9. Fire Prevention Supervisor
10. Electronics Supervisor
11. Trolley-Overhead Technical Supervisor

Dated: **March 11, 1994**
Modified: March 13, 1996
 March 27, 2002

Letter of Understanding #16

Orderly Shutdown as a Result of a Labour Dispute

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

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

For BC Transit:

J. Lovitt

M. Madill

A. Dawson

D. Parker

For CUPE:

R. Spence

M. Weismantel

D. Dockstader

J. Easton

B. Kilby

March 15, 1994

Letter of Understanding #23

Expedited Arbitration

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

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable shall be scheduled for hearing at the earliest possible date.
3. The expedited arbitrators, who shall act as sole arbitrators, shall be David McPhillips, Joan Gordon, and John McConchie.
4. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in the Letter of Understanding, notwithstanding the provisions of Article 3.04 of the Collective Agreement.
5. The location of the hearings shall be agreed to by the Parties.
6. As the process is intended to be non-legal, unless otherwise agreed, lawyers will not be used to represent either Party.
7. 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.
8. 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 explanation;
 - (h) Arguments will be presented only to the points in issue.
9. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be borne in accordance with Article 3.03(d) of the Collective Agreement and Section 103 of the Labour Relations Code.
 10. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
 11. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
 12. All decisions of the arbitrators are to be limited in application to that particular dispute and are without precedent and prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
 13. The Parties shall share equally the fees and expenses of the arbitrator.
 14. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provisions of the Collective Agreement.

For BC Transit:

M. Madill
A. Dawson
D. Parker
J. Lovitt

For CUPE/CUPE Local 4500:

M. Weismantel
R. Spence
F. Gatt
B. Kilby

March 14, 1996

Letter of Understanding #25

Accommodation/Medical Placement

The Parties agree to form a committee consisting of two representatives from the CUPE Local 4500 and two representatives from Coast Mountain Bus Co. Ltd. to discuss the above-captioned subject during the term of the Collective Agreement. It is understood that the committee will discuss issues related to the above including cross-jurisdictional placements and may also meet with representatives from the other bargaining units at Coast Mountain Bus Co. Ltd. for this purpose.

For BC Transit:

M. Madill

A. Dawson

D. Parker

For CUPE/CUPE Local 4500:

M. Weismantel

R. Spence

B. Kilby

March 13, 1996

Letter of Understanding #26

Transit Supervisor and Transit Communication Co-ordinator Policy and Procedures Manual

The Parties agree that the duties outlined in any applicable Transit Supervisor Policy and Procedures Manual issued by the appropriate Management representative, as may be amended from time to time by the Employer, form part of the required duties of the Transit Supervisor position.

The Parties agree that the duties outlined in any applicable **Transit Communications** Co-ordinator Policy and Procedures Manual issued by the appropriate Management representative, as may be amended from time to time by the Employer, form part of the required duties of the **Transit Communications** Co-ordinator position.

FOR BC Transit:

For CUPE/CUPE Local 4500:

D. Parker

R. Spence

J. Lovitt

M. Weismantel

A. Dawson

D. Dockstader

M. Madill

F. Gatt

Dated: March 13, 1996

Modified: January 28, 1999

Letter of Understanding #29

Random Transit Supervisors - Notice Shifts

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

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

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

Example:

Supervisor A - off sick from February 1 until March 15

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

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

Supervisor C - returns to work on February 8 and gives notice to the Traffic Supervisor that he/she would like to bump B off of A's notice shift

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

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

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

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

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

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

For BC Transit:

J. Lovitt

M. Madill

M. Cox

March 1, 1996

For CUPE/CUPE Local 4500:

M. Weismantel

D. Dockstader

R. Spence