

AGREEMENT

between

BRITISH COLUMBIA RAPID TRANSIT CO. LTD.

and

**INDEPENDENT CANADIAN TRANSIT UNION
LOCAL 7**

(Ratification Date: October 1, 1995)

RECEIVED
JUN 22 1998

~~effective September 1, 1995~~ - August 31, 1999

TABLE OF CONTENTS

	<u>Page #</u>
PREAMBLE	1
1.00 UNION RECOGNITION & RIGHTS	3
1.01 Purpose	3
1.02 Scope	3
1.03 Savings Clause	4
1.04 Fair Practice & Equal Pay	4
1.05 Recognition	5
1.06 Rights of Stewards	7
1.07 Leave for Union Business	8
1.08 Leave for Full-time Officers	8
1.09 Rights & Responsibilities	9
1.10 Bargaining Unit Work	10
1.11 Contracted Services	11
1.12 No Strike - No Lockout	12
1.13 Employee Definitions	12
Also refer to LOU:	
#1 Time Off for Union Business	153
#2 Referrals for Temporary Summer Jobs ..	155
#3 Clarifying Use of P/T Reg. Employees ...	156
#4 Calculation Vacation Entitlement for Part-time Regular Employees	157
2.00 UNION SECURITY & DEDUCTION OF DUES	18
2.01 Terms	18
2.02 Policy & Procedures	19
2.03 Labour/Management Cooperation	19

2.04	Liaison Committee Meetings	19
2.05	Union Information to New Employees	20
3.00	GRIEVANCE PROCEDURE	21
3.01	Definition	21
3.02	Union or Company Grievance	22
3.03	Employee Grievance(s)	23
3.04	Expedited Arbitration	27
3.05	Time Limits	28
3.06	Discipline, Termination, Suspension	28
4.00	WAGES	30
4.01	Term of Agreement	30
4.02	Wages Increases	30
4.03	Specific Job Rates	30
4.04	Pay Day & Pay Statements	30
	Also refer to LOU:	
#17	Control Operator Training Rate	186
#18	Storesperson/Partsperson Cert.	187
5.00	JOB EVALUATION	32
5.01	Job Descriptions	32
5.02	Job Evaluation: Admin Jobs	33
5.03	New Jobs	34
5.04	Job Evaluation Appeal Officers	35
5.05	Appeal/Request Procedure	36
5.06	Standing Arbitrator	38
6.00	SENIORITY	39
6.01	Definition	39
6.02	Temporary Employees	39

6.03	Part-time Regular Employees	40
6.04	Leave from Union	40
6.05	Seniority List	40
6.06	Loss of Seniority	40
6.07	Leave of Absence	41
6.08	Recall List	41
6.09	Inclusion in Bargaining Unit	41
6.10	Promotion Out of Bargaining Unit	42
6.11	Temp. Transfers to Excluded Positions	43

Also refer to LOCI:

#6	Seniority for P/T Regular Employees	161
----	-------------------------------------	-----

7.00	EMPLOYMENT, TRANSFER & TERMINATION	45
7.01	New Employees	45
7.02	Hiring Rates	4
7.03	Employee Listing	4
7.04	Promotions Demotions Transfers	4
7.05	Permanent Promotions & Transfers	47
7.06	Temporary Promotion	47
7.07	Demotions	48
7.08	Eligibility for Job Competition	50
7.09	Preference in Appointments	51
7.10	Job Posting	5
7.11	Copies of Applications to Union	5
7.12	Notice of Probation	55
7.13	Notice Required on Termination	5
7.14	Disciplinary Letters	56
7.15	Employee Personnel Files	57
7.16	Filling Temporary Jobs	57

Also refer to LOU:

#2 Referrals for Temporary Summer Jobs ... 135

8.00	LAYOFF AND RECALL	60
8.01	Advance Notice	60
8.02	Layoff	60
8.03	Placement	60
8.04	Severance Pay	62
8.05	Recall	63
8.06	Re-establishment	65
8.07	Wage Treatment	66

Also refer to LOU:

#7 Application of 8.01(a) in Control Operations 162
#25 Job Protection ... 199

9.00	AUTOMATION & NEW PROCEDURE	67
9.01	Policy	67
9.02	Notice Requirement	67
9.03	Joint Discussions	67
9.04	Training & Placement	68

10.00	STANDARD WORKING HOURS	70
10.01	Work Day & Work Week	70

11.00	OVERTIME	72
11.01	Overtime Payments	72
11.02	Minimum Paid Periods	74
11.03	Standby	75
11.04	Assignment of Overtime & Standby	76
11.05	Meals for Overtime	79
11.06	Telephone Consultation	80

11.07	Overtime for Part-time Reg. Employees . . .	81
	Also refer to LOU:	
#8	Overtime Equalization	163
#9	Pert-Time Employees	166
12.00	SHIFT WORK & NON-STANDARD	
	 HOURS	83
12.01	Shift Work	83
12.02	Conditions	84
12.03	Statutory Holidays	85
12.04	Shift Premiums	85
12.05	Ten Hour Shift Schedules	86
12.06	Notice of Relief	87
	Also refer to LOU:	
#11	Shift Development Procedures for Regular Employees	170
13.00	VACATIONS	89
13.01	Departmental Requirements	89
13.02	Vacation Calculations	89
13.03	Annual Vacation Entitlements	89
13.04	Payment of Vacations	91
13.05	Broken Vacations	91
13.06	Banking Vacations	92
13.07	Relieving on Higher Paid Job	92
13.08	Proration of A/V Entitlement	93
13.09	Vacation Sign-up	93
13.10	Vacation & Weekly Indemnity	93
14.00	STATUTORY HOLIDAYS	96
14.0'1	Statutory Holidays Acknowledged	96

14.02	Lieu Days	96
14.03	Stat Holiday on Saturday or Sunday	97
14.04	Rate of Pay for Lieu Days	97
14.05	Work on a Day Designated in Lieu	97
14.06	Compensation for Holidays Falling within Vacation	98
Also refer to LOU:		
#5	Entitlement to Statutory Holidays & Days in Lieu	158
#13	Stat. Holidays & Days in Lieu - Method of Payment & Assignment of Work	177
#14	Designated Stat. Holidays Shift	181
15.00	SICKNESS BENEFITS	99
15.01	Weekly Indemnity	99
15.02	Workers Compensation Benefit Advance .	100
Also refer to LOU:		
#12	Sickness Benefit	176
16.00	CLOTHING ALLOWANCE	101
16.01	Uniform Policy	101
16.02	Uniform Issue to SkyTrain Attendants , , ,	101
16.03	Maintenance Crews	103
16.04	Safety Footwear	103
16.05	Protective Clothing	105
16.06	STA Footwear	105
17.00	TRAVELLING & LIVING ALLOWANCES	107
17.01	Reporting Location	107
17.02	Use of Personal Vehicle	107
17.03	Mileage Rates	108

17.04	Use of Personal Vehicle Where Public Transportation Available	108
17.05	Reimbursement of Expenses	108
18.00	SAFETY REQUIREMENTS	110
18.01	Policy	110
18.02	Health & Safety Committee	110
18.03	First-Aid Premium	110
Also refer to LOU:		
#15	Objectives & Terms of Reference for the BCRTC Safety Advisory Committee	182
19.00	LEAVE OF ABSENCE	112
19.01	General Leave	112
19.02	Bereavement Leave	114
19.03	Special Leave	114
19.04	Court Leave	115
19.05	Education Leave	115
19.06	Paternity Leave	116
19.07	Maternity Leave	116
19.08	Post-Maternity Posting Rights	120
19.09	Adoption Leave	121
19.10	Parental Leave	122
20.00	TRAINING	124
20.01	Purpose	124
20.02	Company Paid	124
20.03	Financial Aid	125
20.04	Loans	125
20.05	On-the-Job Training	126

Also refer to LOU:

#16	Employee Training	185
#17	Control Operator Training Rate	186
#18	Storesperson/Partsperson Certification ..	187

21.00 GROUP BENEFITS **127**

21.01	Basic Group Life Insurance	127
21.02	Voluntary Group Life Insurance	127
21.03	Accidental Death & Dismemberment ...	127
21.04	Voluntary A. D. & D.	127
21.05	Long-Term Disability	128
21.06	Extended Health Care	129
21.07	Dental	129
21.08	Medical Services Plan	130
21.09	Definition of Spouse	130

Also refer to LOU:

#19	Employee Assistance Program	189
-----	-----------------------------------	-----

22.00 TRANSIT PASS **132**

22.01	Policy	132
22.02	Definition of Spouse	132

23.00 SEXUAL HARASSMENT **133**

23.01	Policy	133
23.02	Definition	133
23.03	Procedures	133

Also refer to LOU:

#22	Joint Committee on the Prevention of Workplace Harassment	194
-----	---	-----

24.00	ACCIDENT INVESTIGATION	135
24.01	Right to Have Union Rep. Present	135
24.02	Role of Union Representative	135
24.03	Review of Findings	135
24.04	Compensation for Inquiry Appearance	136
24.05	Reassignment Pending Investigation	136
25.00	LEGAL REPRESENTATION	137
25.01	Legal Advice & Assistance	137
25.02	Grievance Procedure	137
26.00	PENSION PLAN	138
26.01	Terms	138
26.02	Joint Pension Committee	140
27.00	Apprenticeship Program	142
27.01	Agreement	142
27.02	Joint Apprenticeship Committee	142
27.03	Committee Responsibilities	143
27.04	Company Responsibilities	143
27.05	Apprentice Status	144
27.06	Training	145
27.07	Earnings	146
27.08	Trades Classifications	146
27.09	Other	146
	APPENDIX "A"	
	Non-Administrative Job Titles & Rates	147
	Administrative Job Titles & Rates	148
	Also refer to LOU:	
#17	Control Operator Training Rate	186

#18	Storesperson/Partsperson Cert.	187
#23	Leadhand Duties	197

LETTERS OF UNDERSTANDING

#1	Time Off for Union Business	153
#2	Referrals for Temp. Summer Jobs	155
#3	Clarifying Use of Part-time Regular Employees	156
#4	Calculation of Vacation Entitlement for Part-time Regular Employees	157
#5	Entitlement to Statutory Holidays and Days in Lieu	158
#6	Seniority for Part-time Regular Employees	161
#7	Application of 8.01(a) in Control Operations	162
#8	Overtime Equalization	163
#9	Assignment of Extra Hours to Part-time Employees	166
#10	Staffing Levels/Part-time Employees ...	169
#11	Shift Development Procedure for Regular Employees	170
#12	Sickness Benefits	176
#13	Stat. Holidays & Days in Lieu/Method of Payment & Assignment of Work	177
#14	Designated Statutory Holiday Shift	181
#15	Objectives & Terms of Reference for the BCRTC Safety Advisory Committee	182
#16	Employee Training	185
#17	Control Operator Training Rate	186
#18	Storesperson/partsperson Cert.	187
#19	Employee Assistance Program	188
#20	Employees Involved in Traumatic Incidents	190

#21	Rehabilitation for Disabled Employees in Receipt of Weekly Indemnity & Long Term Disability Benefits	191
#22	Joint Committee on the Prevention of Workplace Harassment	194
#23	Leadhand Duties	197
#24	Bomb Search	198
#25	Job Protection	199
#26	Video Display Terminals	200
#27	Job Sharing	204
#28	Tool Kit Allowance	208
#29	Joint Committee on Employee Security	210

PREAMBLE

This Agreement made Between
B.C. RAPID TRANSIT COMPANY LIMITED
(hereinafter called the "Company")
and
INDEPENDENT CANADIAN TRANSIT UNION
LOCAL 7
(hereinafter called the "Union")

1. **Term of Agreement**

- (a) Subject to paragraph 1(b) the term of this Collective Agreement shall be from **September 1, 1995 to August 31, 1999**. The Parties shall thereafter from year to year be bound by this Collective Agreement.
- (b) Upon the conclusion of the term of this Agreement and until a new agreement is reached, the Union may strike and/or the Company may lockout but it is understood and agreed that any time prior to a new agreement being reached, if no strike or lockout is in effect, the Parties will be bound by this Collective Agreement.
- (c) The Parties agree to exclude the operation of Section 50(1) & 50(2) of the Labour Relations Code of British Columbia.

2. Either Party may, at any time, give to the other Party

four (4) months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.

3. **Letters of Understanding -Agreement**
Letters attached to this Agreement are included in and form part of the Agreement as long as each Letter is effective.
4. Wherever the singular is used in this Agreement the same shall be construed as meaning the plural where the context or the Parties hereto **so** require.
5. **Seniority (Bargaining Unit)**
Where the words "bargaining unit" or "Union" are used in this Agreement, such reference shall be deemed to mean ICTU Local 7 members employed by the Company and covered by the certificate referred to in Article 1.02 of this Agreement.
6. **Joint Standing Committees**
Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" means "working days"; references to "years" means "calendar years".
8. This is and will remain a degendered document.

ARTICLE 1
UNION RECOGNITION AND RIGHTS

1.01 Purpose

- (a) The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to further to the fullest extent possible the safety and welfare of the employees and to establish and maintain orderly collective bargaining procedures between the Company and the Union.

- (b) The Parties to this Agreement share a desire to provide a high level of service to the Company's patrons and users, to foster efficient productive results, and to ensure economy of operation, quality of work, and protection of lives and property. Accordingly, the Parties are determined to establish, within the framework provided by the law, an effective working relationship at all levels of BC Rapid Transit Company Limited in which members of the bargaining unit are employed.

1.02 Scope

This Agreement shall apply to and be binding upon all employees of the Company described in a certification issued to the Union on April 18, 1989 and which are those "employed in any phase of office, clerical, technical, and administrative work except those excluded by the

Labour Relations Code of British Columbia, and shall continue to apply to said certification as the same may be amended from time to time.

1.03 Savings Clause

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

1.04 Fair Practise

(a) Subject to the provisions of this Agreement, neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise, because of race, colour, creed, national origin, age, sex, sexual preference or marital status; now and as provided within the Human Rights **Act** of British Columbia.

(b) **Equal Pay**

The Company shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other **sex** is

employed in the same job classification.

1.05

(a) Recognition

- (i) The Company recognizes the Independent Canadian Transit Union, Local 7 as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Board on April 18, 1989 applies.
- (ii) The Company also recognizes any employee elected or appointed to act as a full-time officer of the Union and such officer shall be granted access to the premises at all reasonable times upon application to the appropriate Company official.
- (iii) The Company agrees to the placement of an ICTU - Local 7 logo of approximately 3 inches by 5 inches supplied by the Union on the inside of each train, in a position that is visible and easily maintained. The decal will also read "These trains are operated and maintained by ICTU members."

(b) Correspondence

- (i) The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement as it applies

to the employees, shall be sent to the President of the Union or designate.

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

(c) **No Other Agreements**

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

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

(d) **Bulletin Boards**

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

(e) **No Discrimination**

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

1.06 Recognition & Rights of Stewards

- (a) The Company recognizes the Union's right to select Stewards to represent employees. The Company and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.
- (b) The Union agrees to provide the Company with a list of the employees designated as Stewards for each jurisdictional area.
- (c) A Steward or alternate shall obtain the permission of the immediate supervisor before leaving work to perform duties as a Steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify the supervisor.
- (d) The duties of Stewards shall include:
 - (i) investigation of complaints;
 - (ii) resolving grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;

- (iii) distribution of Union information;
- (iv) attending meetings at the request of the Company;
- (v) assist employees with EAP referral; and job evaluations.

1.07 Leave for Union Business

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

- (a) The Company will not charge the Union for salaries of employees excused from work on Union business by arrangement with the Human Resources Manager where such time is one (1) day or less, or where it involves joint union-management committees or government sponsored conferences; for example Labour-Management conferences.
- (b) In all of these cases, the Union will endeavour to provide each supervisor with a minimum of one (1) week's notice of a request for leave of absence.

1.08 Leave for Full-time Officers

- (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union

clerical staff) will be placed on leave of absence with the time involved considered as service with the Company. On conclusion of such leave of absence employees will return to the position they previously held with the Company.

- (b) Leave of absence in accordance with the foregoing will also be granted for a period of two (2) years for members appointed or elected to position; with the Independent Canadian Transit Union.
- (c) For those filling elected positions in the Independent Canadian Transit Union, the leave of absence will be reviewed every two (2) years.
- (d) The Company will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

1.09

(a) Rights and Responsibilities

The Company and employees agree that both have obligations and responsibilities to ensure that the public is provided with an efficient light rapid transit system.

(b) Management

It is agreed that management, supervision and control of the Company's operations and direction of

the working force is an exclusive management function. This includes among other things without restricting the foregoing, the exclusive right to determine:

- (i) the employment, complement and organization of employees necessary to carry on the business and operations of the Company, and
- (ii) the work methods and procedures applicable in the provision of light rapid transit services, and
- (iii) the hiring of all employees and the right to establish work rules for scheduling, directing, and transferring employees from one job function to another. Management shall have the right to promote, demote, lay off, terminate, suspend and discipline any employee for just cause.
- (iv) It is agreed that these functions will be exercised in a manner consistent with the terms of this Agreement.

1.10

(a) Bargaining Unit Work

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

- (i) to overcome immediate short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available; or
- (ii) for training purposes; or

(iii) for other unforeseen circumstances mutually agreed to by the Parties. It is understood that such agreement shall not be unreasonably withheld.

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

(b) **Jurisdiction of New Jobs**

The Company agrees to advise the Union of the introduction of new jobs before implementation or posting.

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

However, should there be a subsequent declaration that the job is in the bargaining unit as a result of a

challenge by the Union, the job will be posted as a vacancy and the incumbent will have no vested rights to the position unless otherwise agreed by the Parties.

1.11 Contracted Services

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

1.12 No Strike - No Lockout

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

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

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

1.13 Employee Definitions

The recognized categories of **employees** are:

- Full-time regular employees
- Part-time regular employees

Temporary **employees**
Casual **employees**

(a) Full-Time Regular Employees

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

(b) Part-Time Regular Employees

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

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

Unless otherwise agreed with the Union, part-time

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

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

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

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

Annual vacation entitlements shall be earned on a

pro-rated basis in accordance with their regularly scheduled shift hours.

Payment for annual vacation and statutory holidays will be made in the pay period in which they are taken and will be pro-rated in accordance with their regularly scheduled work hours.

An adjustment will be made at vacation year end to provide 6%, 8%, 10% or 12% of gross earnings, depending on their entitlement for vacation pay and 4.23% of gross earnings for statutory holiday pay.

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

An employee hired full-time or part-time to perform work of a temporary nature in connection with a specific project(s), work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid the rate for the job. The employee will participate in Benefit Plans in accordance with Articles 15 and 21.

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

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

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

- (d) Casual Employees
 - (i) An employee hired on an as-and-when-required basis such as to relieve a regular employee on leave of absence, sick leave, annual vacation and other authorized leave or to accommodate part-time short-term workload requirements, temporary work in connection with a specific project(s), work overload, and seasonal peaks. It is intended that employees hired under this basis will work in administrative capacities only.

- (ii) This category will not be used to fill vacant or additional full-time positions.
- (iii) Employees hired to work under this definition will be paid the rate for the job, and in addition will receive a premium of **18.50%** in lieu of benefits, annual vacation and statutory holidays.
- (iv) The Company may establish a pool of employees to act as Casuals, providing they do not work for more than four (4) consecutive weeks in any one job.
- (v) Vacancies arising from absences described above lasting more than four (4) consecutive weeks, must first be offered to regular employees from within the bargaining unit in accordance with Article 7.10.
- (vi) In the event that no ICTU employees are available the Company may request an extension of the four (4) week limit. Agreement to extend casual employees will not be unreasonably withheld.

ARTICLE 2
UNION SECURITY & DEDUCTION OF DUES

2.01 Terms

- (a) All employees presently members of the Union, shall as a condition of continued employment, remain members of the Union and shall pay the regular bi-weekly Union dues to the Union for the term of the Agreement.
- (b) The Company further agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of continued employment, fifteen (15) days from the date of employment, become and remain member; of the Union.
- (c) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular bi-weekly dues payable to the Union by a member of the Union.
- (d) Upon written authorization from the employee, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Union, once bi-weekly, together with a list of employees from whom such deductions have been

made

- (e) The Company shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1, of the succeeding year.
- (f) The Company will supply the Union, on request but not more often than twice a year, with a listing of ICTU employees, showing social insurance number, name, sex, job title, job group, division, department and work location in the order requested.

2.02 Policy and Procedures

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

2.03 Labour/Management Cooperation

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

2.04 Liaison Committee Meetings

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

shall endeavour to hold such meetings at four (4) month intervals.

2.05 Union Information to New Employees

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

ARTICLE 3
GRIEVANCE PROCEDURE

3.01 Definition

- (a) "Grievance" means, any difference or dispute between the persons covered by this Agreement concerning the interpretation, application, operation or any alleged violation thereof, including the dismissal, discipline or suspension of any employee or any other dispute including any questions as to whether the matter is arbitrable.

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

- (c) Copies of all correspondence relative to each stage of the grievance procedure must be forwarded to the employee, Union and **Company**.

- (d)
 - (i) An aggrieved employee may be present at any or all steps of the grievance procedure.
 - (ii) In the event a grievance meeting is held during the time an employee is at work, there will be no loss of pay for the employee.
 - (iii) In the event the Parties agree to hold a grievance meeting outside the employee's scheduled work hours, the grievor shall be paid as time worked at straight time.

(iv) **In the event the Parties agree to hold a Stage II grievance meeting outside the Union Representative's scheduled work hours, the Union Representative shall be paid as time worked at straight time.**

(v) It is understood that an employee who is on suspension without pay or who has been terminated, will not receive payment for attendance at grievance meetings.

(e) For the purpose of this Article, "days" shall mean "calendar" days.

3.02 Union or Company Grievance

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

(b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III below.

3.03 Employee Grievance(s)

Preamble

It is the mutual desire of the Parties that complaints and grievances shall be adjusted as quickly as possible. It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

(a) Complaints

An employee may have a Job Steward present at any discussion dealing with a complaint. Where an employee has a complaint, the employee will meet and discuss such complaint with the immediate supervisor in an effort to resolve the complaint. Such discussion will take place not later than twenty-one (21) days from the date the employee became aware of the event causing the complaint.

(b) Step I

Should a complaint be unresolved, it may be submitted in writing by the **employee's** 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) Step II

A grievance not settled at Step I may be referred in writing by the employee's Union representative to the supervisor's superior within twenty-eight (28) days of the receipt of the Company's reply.

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 Step II.

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

- (d) (i) Notwithstanding 3.02(b) and 3.03(c) above, the Parties agree to the following provisions for a mutually agreed upon Grievance Mediator. Said mediator may be requested by the Parties to assist in the resolution of disputes which remain unresolved **after** the completion of Step II of the Union/Company grievance procedure.
- (ii) This procedure **is** not intended to replace the grievance and arbitration procedures provided for in this Agreement.
- (iii) Either Party may request that a grievance be referred to mediation provided that such request is made within twenty **(20)** days of

the receipt of an answer at Step II of the grievance procedure. Any such request ~~is~~ subject to the **mutual** agreement of the Parties.

- (iv) Where it ~~is~~ mutually agreed that a grievance ~~is~~ to be referred to mediation, then the time **limits** for referring that grievance to arbitration shall be suspended pending the outcome of the mediation process, at which **time** the time limits present in Article **3.03(c)** of the Collective Agreement shall be in force.
 - (v) The role of the mediator shall be to **review** the positions of both Parties and to make written recommendations. It is understood **that** said recommendations shall not be **binding** upon the Parties unless mutually agreed otherwise.
 - (vi) **For the** duration of this Agreement, the mediator shall be one of the following: Bruce **Greyall**, David **McPhillips**, Heather **Laing**, or a substitute agreed to by the Parties.
 - (vii) The Parties agree **that** all costs and expenses related to this process will be shared **50/50** by the Parties.
- (e) Step III - Arbitration
- (i) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. The Parties to the Agreement shall attempt to agree on naming

the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within fourteen (14) days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour. The Arbitrator shall proceed as soon as practical to examine the grievance and render a judgement, and the decision shall be final and binding on the Parties and the employee(s) affected by it.

- (ii) The findings and decisions of the Arbitrator shall be binding and enforceable on all Parties.
- (iii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iv) Where the Arbitrator determines that dismissal or discipline is excessive in all circumstances of the case, the Arbitrator may substitute such other penalty for dismissal, suspension or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (v) The Arbitrator's decision shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may interpret its provisions.
- (vi) Where the Arbitrator, the Labour Relations

Board, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:

- (a) direct the Company to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Labour Relations Board, or other body, as the case may be, is fair and reasonable, or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 Expedited Arbitration

If a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, one of the following: Bruce Greyall, Heather Laing, David McPhillips, or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and

(c) make written recommendation to resolve the difference

within thirty (30) days of the date of receipt of the request, and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

3.05 Time Limits

Where the time limits mentioned in this section are not met by the grieving Party, the grievance shall be deemed to be abandoned and may not thereafter be reinstated. This provision should not be used to deny any employee rights under the Provincial Labour Statutes. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

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

3.06 Discipline, Termination, Suspension Grievances

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

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

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

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

ARTICLE 4
WAGES

4.01 Term of Agreement

September 1, 1995 to August 31, 1999.

4.02 Wage Increases

Year 1 0.5% for all job categories effective March 1, 1996

Year 2 1.0% for all job categories effective September 1, 1996

Year 3 2.0% for all job categories effective September 1, 1997

Year 4 Effective September 1, 1998, there will be a wage reopener and the wage increase established will be based on the wage increase negotiated in that year between BC Transit and the Independent Canadian Transit Union Local 11. If the parties, cannot reach agreement on the specific wage increase to be implemented, a binding award in this regard will be issued by Brian Foley.

4.03 Specific Job Rates

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

4.04 Pay Day and Pay Statements

- (a) All employees covered by this Agreement shall be paid not less frequently than every second Friday. Statements to be available for Thursday night shift. Remaining shifts to receive statements not later than Friday noon. Cutoff date for pay period ending every second Saturday at the end of the night shift.
- (b) The Company shall provide every employee covered by this Agreement on each pay day with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set the rate of wage; applicable, all premiums, shift differentials and all deductions made from the gross amount of wages. Also, a running gross and net total of all earnings and deductions.
- (c) When there is an error of short payment or any other type of error caused by the payroll section, this shall be corrected and any monies owing shall be paid not later than two (2) working days from the date the Company's payroll official is notified of the error; providing, however, that amounts less than \$10.00 will be paid on the next pay day. In the event of a complaint regarding monies earned or hours worked, employees shall have access to their time cards in question.

ARTICLE 5
JOB EVALUATION

5.01 Job Descriptions

- (a) All bargaining unit employee; will be covered by a job description, and a statement of qualifications for each job, the title of which will be set out in Appendix A. Appendix A will be updated every six (6) months by the Human Resources Department and forwarded to the Union office. All job descriptions shall state that a job is either Administrative or Non-Administrative.
- (b) All job description!; prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor **duties** not set out in the **job** description must not **be of** a nature that will **affect the** rating of a **job**.
- (c) Job descriptions will be written in a clear and concise manner outlining the major duties of the job.
- (d) Job descriptions will be prepared by the Human Resources Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the representative group of affected employees will initial the final job descriptions indicating that they have participated in

the preparation of the job descriptions. This will not abrogate any rights of appeal or constitute agreement.

- (e) Existing job descriptions and statements of qualifications may be changed or revised by the Company subject to the changes in duties, responsibilities and qualifications being properly documented into the job description except as outlined in 5.01(b). Where practicable, **the Company** will advise **the Union** of **changes** or revisions to existing **job**, descriptions prior to implementation. **The** Company will forward such descriptions to the Union Office upon **completion**.

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

- (9)** The Company will advise the Union of the creation of new job classifications and forward such job descriptions to the Union Office prior to the posting of the positions.

5.02 Job Evaluation: Administrative Jobs

- (a) All job descriptions will be evaluated by the Human Resources Department, and those job descriptions and evaluations will be provided to the Union Job

Evaluation Officer. Jobs will not be posted until the new or revised job description has been prepared, evaluated and forwarded to the Union Job Evaluation Officer. Job descriptions applicable to each department of the Company will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Human Resources Department.

- (b) The assignment of wage rates will be substantiated by outlining the elements of the duties that establish the wage rates. The rating of all job factors will be done using the factor and level definitions outlined in the approved Job Evaluation Plan.
- (c) When jobs are to be down-graded the Union will be notified and given reasons in writing fifteen (15) working days prior to the effective date.
- (d) Upward adjustments arising out of job evaluation will be retroactive to:
 - (i) The date the evaluation was requested by the incumbent, or
 - (ii) The date the job duties changed substantially.

5.03

(a) New Jobs

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

The Company and the Union will meet to discuss and attempt to agree on the rate for the job.

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

(b) Changes to Non-Administrative Job Descriptions

Should the Union and the Company not agree as to the rate for a job as a result of changes to the job description under 5.01(9), the matter may be referred to arbitration by either Party under Article 3.03(e) or 3.04 for a final and binding decision.

5.04 Job Evaluation Appeal Officers

(a) The Parties agree that Job Evaluation Appeal Officers shall be designated from the respective staffs of

each Party and will typically consist of an officer of the Union and a Human Resources representative from the Company.

- (b) The primary responsibility of the Job Evaluation Appeal Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Article 5.05.

5.05 Job Evaluation Appeal/ Request Procedure

(a) **Step I**

Any employee or department manager or the Union may initiate, in writing, a Job Evaluation Appeal/Request to the Human Resources Department. The Human Resources Manager or designate will respond to and/or meet with all Parties involved to resolve the appeal/request within twenty (20) working days.

(b) **Step II**

Should such appeal/request remain unresolved, it may be referred by the Union in writing to the Human Resources Manager within fifteen (15) working days of receipt of the Step I response, for resolution through the Job Evaluation Appeal Officers. The Union and Company Job Evaluation Appeal Officers shall meet and attempt to resolve the appeal through

the application of the approved Job Evaluation Plan.

(c) **Step III**

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

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

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

5.06 Standing Arbitrator

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

ARTICLE 6
SENIORITY

6.01 Definition

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

6.02 Temporary Employees

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

- (a) Full-time temporary/part-time temporary employees who obtain regular status shall have their seniority dated from their last Company entered service date.
- (b) Casual employees who obtain regular status will be granted seniority based on hours worked, excluding overtime, beginning with the last date of hire for unbroken service with the Company.

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

6.03 Part-time Regular Employees

Part-time regular employees shall accumulate seniority on the same basis as full-time regular employees. It is understood that seniority is calculated from the last date of hire.

6.04 Leave from Union

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

6.05 Seniority Lists

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

6.06 Loss of Seniority

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

- (a) voluntarily quit the employ of the Company;
- (b) are discharged for just cause;
- (c) are on layoff and fail to report back to work within ten (10) calendar days of a Notice of Recall by registered mail to the last address on record with the Company;
- (d) are on layoff and fail to respond within ten (10) calendar days to a Notice of Recall. This provision may be **waived** should the employee provide a

reason which is acceptable to the **Company** for such **failure to report**;

- (e) are laid off for a period in excess of the recall period provided for in Article 8.05(a).

6.07 Leave of Absence

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

6.08 Recall List

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

6.09 Inclusion in Bargaining Unit

Upon a decision by the Parties or the Labour Relations Board that a person and a job classification previously excluded from the bargaining unit shall henceforth be

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

6.10 Promotion from Bargaining Unit

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

- (a) The position of the individual leaving the bargaining unit shall be treated as a temporary vacancy in accordance with Article 7.16 for a period no longer than six (6) months. In the event the individuals return to the bargaining unit prior to the expiry of the six (6) month period they shall displace the employees temporarily filling the position, who shall revert to their previous positions.

- (b) In the event the individual does not return to the bargaining unit, then the means of filling the position at the expiry of the six (6) month period shall be in accordance with Article 7.16.
- (c) In the event the individual fails to return prior to the six (6) month period, that individual must apply for a vacancy through the job-posting process, recognizing the provisions of Article 7.09.
- (d) Where an employee has been temporarily promoted or transferred to a supervisory or non-bargaining unit position as provided for in Article 6.11, the six (6) months referred to in 6.10(a) (b) and (c) will be reduced by the total amount of time spent in the same excluded position over the previous twelve (12) months.

6.11 Temporary Transfers to Excluded Positions

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

Leaves of absence from the bargaining unit for the above reasons in excess of six (6) months (**1040 actual hours worked**) in duration or that total more than six (6) months (**1040 actual hours worked**) in the last twelve (12) months (**2080 hours actual worked**) must be approved

by the Union. Such approval shall not be unreasonably withheld.

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

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

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

ARTICLE 7
EMPLOYMENT, TRANSFER AND TERMINATION

7.01 **New Employees**

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

medical doctor, male or female, appointed by the Company confirming that they are medically fit to perform the work. It is understood that the employee shall have the choice of selecting the male or female doctor to perform the examination.

7.02 Hiring Rates

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

Upon successful completion **of** the training period, the employee shall **move** to the rate for the position.

- (b) New hires, will receive **the** benefits **set out** in Articles **15, 21, and 26** thirty (30) days from their date of **hire**.

7.03 Employee Listing

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

7.04 Promotions, Demotions and Transfers

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

office or office to non-office.

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

7.05 Permanent Promotions and Transfers

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

7.06 Temporary Promotion

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

7.07 Demotions

- (a) Employees may be required to temporarily perform work normally performed by employees in lower-paid jobs, provided such employees suffer no reduction in

pay. It is the intent of this clause that the Company will not assign such work in a discriminatory manner.

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

Employees upon demotion shall receive the rate for the job they are moving to.

Under special circumstances, including health cases, the rate in the lower-paid job Will be negotiated by the Parties,

- (c) Employees whose positions are reclassified to a lower pay level for reasons not directly ascribable to the employee; for example, because of re-evaluation, reorganization or automation and new procedure, will retain their rate on a red-circled basis.
 - (i) Regular employees must accept retraining as provided by the Company without cost to the employee, for any job up to and including the job level that the employee previously occupied and which the employee was able to perform.
 - (ii) Regular employees who are not retrainable (for reasons other than refusal to accept training provided by the Company) under paragraph (i) above, will be considered as automatic appli-

cants for any job up to and including the job level that the employee previously occupied and which the employee is able to perform.

- (iii) The Union will waive job postings to facilitate transfers of employees.

7.08 Eligibility for Job Competitions

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

for recall may apply for job postings.

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

7.09 Preference in Appointments

It is the intent of the Parties that preference in appointments to the Company's job vacancies under Union jurisdictions, shall be given to ICTU Local 7 members presently on the Company's staff, in this order:

- (a) Regular employees and temporary employees with one (1) year's accredited service in the two (2) years immediately preceding the job vacancy;
- (b) Full-time temporary employees.
If at any time the Union is of the opinion that such preference has not been given, and the Company selects from outside the bargaining unit, the Union shall have the right to grieve such selection.

7.10 Job Posting

- (a) When a position becomes vacant, the Company agrees to post the vacancy within twenty-one (21) days if the position is to be filled. The Company will advise the Union as to whether the position is to be

filled at any time during this period, upon request.

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

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

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

- (b) The job posting shall contain all pertinent details, such as job title, date of job description, rate of pay, (where not established will be subject to negotiations), replacement or addition to staff or new position, number of positions, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition.
- (c) The Company will provide the Union with copies of

all job postings, the list of all applicants and their seniority dates and a list of successful applicants, upon request to the Human Resources Manager. The Company shall acknowledge receipt of each application for a posted job vacancy and the applicants in each competition shall be advised of the name of the applicant selected to fill the BCRTC job vacancy under ICTU jurisdiction. A late applicant shall be considered for a posted job provided the employee was absent from work due to sickness or vacation or away from established headquarters on the Company's business at the time the job was posted, and provided the application is received before another person is selected to fill the vacant position.

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

(d) Job selections and promotions under the foregoing

shall be on the basis of ability (to perform the vacant job) and seniority in that order.

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

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

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

- (e) Although selection of employees under the foregoing paragraphs shall rest with the Company such selection shall be subject to the grievance procedure.
- (f) Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Human Resources Manager. Notwithstanding the above, if after ~~six~~ (6)

weeks from date of notification the employee has not moved to the new job because of a delay ascribable to the Company, the employee will be paid the rate of the new position.

7.11 Copies of Applications to Union

The Company will provide the Union with copies of the applications for Union job postings upon request to the Human Resources Manager.

7.12 Notice of Probation

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

7.13 Notice Required on Termination

(a) In the case of regular employees with less than six (6) months' service one (1) day's notice shall be given or received for every month worked. Thereafter notice requirements shall be as follows and in accordance with BC Employment Standards Act

§80):

(i) Regular employees with six (6) months' continuous service shall be given a minimum of two

(2) weeks' notice in writing of the Company's intent to terminate their employment.

(ii) After the completion of three (3) consecutive years' service, one additional week's notice shall be given for each completed year of service up to a maximum of eight (8) weeks' notice.

(iii) In lieu of notice the Company may give the employee severance pay equal to the period of notice required.

(b) Services of temporary staff employees may be terminated by giving or receiving twenty-four (24) hour; notice.

(c) Employees may be dismissed for cause without notice, except where inadequate performance of a regular employee is involved.

7.14 Disciplinary Letters

(a) Any documents referred to in (b) below which will form part of the employee's general record with the Company must be shown to the employee who shall initial them prior to being placed on the employee's file. The employee may write a rebuttal which must become part of the employee's file. Should the employee refuse to initial any document the Job Steward shall do so in lieu.

(b) The Company will provide to the Union copies of all

documents such as written warnings, disciplinary notations or letters of reprimand and all such documents will be removed from the employee's personnel file provided the employee has maintained a clear record for a term of eighteen (18) months. Upon request the Company will return to the employee documents removed from their personnel file pursuant to this Article.

- (c) It is understood that any disciplinary action to be taken by the Company shall be administered in a timely manner from the point at which the Company becomes aware of the offence. The Company further agrees to make every reasonable effort to expedite Safety Investigations/Boards of Inquiry so as to ensure that any forthcoming discipline is delivered within an appropriate time period.

7.15 Employee Personnel Files

Employees are entitled to examine their own personnel file upon request to the Human Resources Manager.

7.16 Temporary Vacancies

Where there is a need to fill a position on a temporary basis, preference will be given to ICTU Local 7 members in accordance with the provisions of Article 7.09. Such vacancies may be posted in accordance with Article 7.10 and will be filled on the basis of the selection criteria outlined in Article 7.10(d).

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

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

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

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

- (d) Regular employees who occupy permanent jobs and

who are successful applicants for temporary jobs shall be considered to be regular employees in temporary jobs with the right to revert to their previous job should the temporary job become redundant.

In the event a temporary job becomes a permanent job, it will be posted and if a regular employee filling the position is the successful candidate, then such regular employee's previous job may be considered vacant and may be posted and filled in the normal manner. In cases where the temporary job becomes a permanent job and the regular employee filling the temporary job is not the successful candidate, such employee shall revert to the previous position and the temporary employee shall be displaced which could result in termination.

- (e) In the event a part-time regular employee, who is filling a full-time temporary position of the same classification, is no longer required in the full-time position, then such employee will have the option of:
 - (i) displacing the most junior part-time regular employee who is filling a full-time temporary position of the same classification, or
 - (ii) returning to their original part-time regular position.

ARTICLE 8.00
LAYOFF AND RECALL

8.01 Advance Notice

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

8.02 Layoff

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

8.03 Placement

- (1) The Company will provide training to regular employees so affected for other vacant position; within the department or Company for which, in the opinion of

the Company, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

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

- (2) A regular employee who is subject to layoff, and not eligible for placement under 8.03(1) may elect to exercise bumping rights on the following basis and such decision must be communicated to the Company within three (3) calendar days, excluding Saturdays, Sundays and statutory holidays, of receipt of Notice of Layoff:
- (a) An employee with less seniority in the same job classification, or failing that, either:
 - (b) (i) An employee with less seniority in a job classification which the employee subject to layoff held as a regular employee, or
 - (ii) An employee with less seniority in an equal or lower job classification that the displaced employee has not previously held but for which, in the opinion of the Company, the employee is qualified or will be qualified within reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

- (c) Regular employees bumped under the foregoing provisions may in turn exercise their seniority to trump other employees in accordance with this Article.

8.04 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.03(2) will be laid off with severance pay as follows:
 - 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) Employees eligible to receive severance pay in accordance with (a) above may elect to:
 - (i) take a lump sum payment equivalent to the full amount of their severance pay entitlement,
 - (ii) take their severance pay in bi-weekly instalments,
 - (iii) defer payment of their severance pay entitlement until any time during their layoff and recall period or until their layoff and recall period expires,
 - (iv) terminate and receive severance pay.

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

- (c) Regular employees who receive severance pay, if they are recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

8.05 Recall

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

Such laid off regular employees shall also have the right to apply for all posted jobs, for the period stated in (a) above, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the employees reaffirm their availability at three (3) month intervals with the Human Resources Manager.

- (c) New employees will not be hired and job vacancies will not be posted until employees on the recall list who have previously filled the job, or employees who have not previously filled the job but who can qualify for the vacancy in accordance with the job selection provisions of Article 7.10 are recalled.
- (d) Should there not be an employee on the recall list eligible for recall under (c) above, the job vacancy shall be filled in accordance with the provisions of Article 7.09 and 7.10(d). Employees on the recall list shall have the right to apply to all posted jobs, and with the same preference they would have received if they had not been laid off.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under Article 8.05(a). Such employees will have ten (10) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. An employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

Copies of recall lists will be available to the Union

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

- (9) (i) In the event the laid off employee is not re-employed after the recall period expires, the employee will be terminated. An employee on layoff who fails to respond for recall to the job from which the employee was laid off shall have their name removed from the recall list.
- (ii) Employees terminated under (i) above, will be given preference in rehiring provided they qualify for the vacancy in accordance with Article 7.10(d).
- (g) Employees on layoff will keep the Company informed of their current address for recall. Should an employee change address during the period of layoff, they will inform the Company of such change by registered mail.

8.06 Re-establishment

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

occurred.

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

8.07 Wage Treatment

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

ARTICLE 9.00
AUTOMATION AND NEW PROCEDURE

9.01 Policy

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

9.02 Notice Requirement

It is agreed that the Company will provide the Union with written notice ninety (90) calendar days prior to introducing automation, new equipment or new methods or procedures which might result in displacement or downgrading of regular employees.

9.03 Joint Discussion

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

- (a) Identifying employees who will be displaced, downgraded, laid off or terminated.
- (b) The manner and date the changes will be implemented.

9.04 Training and Placement

Regular employees becoming redundant due to automation, new equipment or new procedures shall be entitled to the following:

(a) **Training**

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

- (i) for the operation of new equipment;
- (ii) for qualifying for new jobs created by such changes;
- (iii) for other vacant positions within the Company for which the regular employee is qualified with a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

(b) **Placement**

- (i) The Company will place regular employees affected by technological change and for whom training under (i) and (ii) above is not possible, in other vacant positions within the Company which a regular employee is capable of filling with training as provided in (a)(iii) above.
- (ii) A regular employee affected by this Article who cannot be trained or placed as provided for in (a) and/or (b)(i) above may exercise the right to bump in accordance with Article 8.03(2) (Layoff and Recall).

-
- (iii) A regular employee who is unable or refuses to bump shall be laid off in accordance with the provisions of Article 8.04 and 8.05 (Layoff and Recall).

ARTICLE 10.00
STANDARD WORKING HOURS

10.01

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

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

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

(b) **Standards and Authorized Variations**

"Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.

"Authorized Variation" means a range of alternatives specified in this Agreement, within which range a supervisor and an employee or group of employees may agree to vary from the standard.

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

(i) **Work Day**

Eight **(8)** consecutive hours of work, exclusive of lunch period.

- (ii) **Work Week**
The standard will be Monday through Friday.
The Authorized Variation will be Monday through Saturday.
- (iii) **Starting Time**
The standard starting time will be 08:00. The Authorized Variation will be a starting time between 06:30 - 09:30.
- (iv) **Lunch Period**
The standard will be one-half (1/2) hour unpaid.
The Authorized Variation will be one (1) hour unpaid.
- (v) **Breaks**
The standard will be two ten minute paid breaks.

ARTICLE 11.00
OVERTIME
(Also refer to LOU #8, #9)

11.01 Overtime Payments

- (a) Employees who are called out to work on a day they are normally scheduled off shall be paid 200% of their normal straight-time rate for all hours worked.
- (b) Employees called out to work overtime immediately preceding their scheduled shift shall be paid at 200% of their normal straight-time rate for the time worked prior to the onset of their regular shift and then revert to their normal straight-time rate of pay.
- (c) Overtime worked following a regular shift shall be paid at 150% of the normal straight-time rate for the first hour and 200% thereafter.
- (d) **Employees shall be permitted to bank overtime at the rate earned to a maximum of three (3) shifts or thirty (30) hours, whichever is greater, and such time shall not be accumulative.**

This provision shall not apply to work performed on a statutory holiday or a day proclaimed in lieu thereof.

Banked overtime may be taken off upon request to

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

Banked time may be cashed in by request, with a minimum of two **(2)** pay periods notice.

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

(e) There shall be no compounding of premiums.

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

Notwithstanding the above, an employee whose overtime coincides with the commencement of their regular shift and their regular shift is greater than

eight (8) hours may, with the approval of their supervisor, elect to take their eight (8) hour rest break during the final eight (8) hours of their regular shift. In this case the time from the beginning of their regular scheduled shift to the beginning of their rest break will be paid at straight time rates.

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

11.02 Minimum Paid Periods

- (a) In the event employees are called out on a day they were scheduled to work, they shall be paid not less than an amount equal to two (2) hours at 200% of their normal straight-time rate. This minimum shall not apply to overtime work immediately preceding or immediately following a regular scheduled shift.
- (b) In the event employees are called out on a day they were not scheduled to work, they shall be paid a minimum of two (2) hours at 200% of their normal straight-time rate.

11.03 Standby

Any employee required to be on standby call shall be paid **thirteen (13)** hours at straight-time rate for standby services for **the week** (i.e. Saturday midnight to Saturday midnight).

Any employee required to be on standby for less than a full **week** shall be paid at **1.86** hours at their straight time rate for each day they are **on** standby.

Where standby **is** required **on** a statutory holiday the employee will receive an additional **1.86** hours at their straight time rate.

- (b) Where operational requirements permit, any **em-**ployee on standby will not be required to be on standby for more than two (2) consecutive weeks at one time.
- (c) It is understood that an employee on standby must carry an assigned pocket pager, be physically capable of undertaking such work and must respond for such work when called.
- (d) Employees called to work during the lunch period will have their lunch period rescheduled wherever possible. If rescheduling the lunch period is not possible, employees shall be paid for their normal lunch period at the prevailing overtime rate.

- (e) An employee will not be considered available to carry a pager while they are on vacation or lieu day. For the purposes of pager assignment, a lieu day or vacation day will be deemed as the specific shift (i.e. the actual hours) the employee would have worked. Should an employee book vacation or lieu time during a period they are scheduled to carry the pager, it will be their responsibility to arrange alternate coverage with another employee for the complete pager block.

11.04 Assignment of Overtime & Standby Work
(also refer to LOU #8)

- (a) Required overtime will be requested of employees starting with the most senior to the most junior employee eligible and qualified to perform the work. In the event that no one agrees to work voluntarily, the most junior qualified employee will be required to work.
- (b) The assignment of overtime will be made through the overtime equalization system as set out in Letter of Understanding #8. Such system is subject to termination by either the Union or the Company as per the terms of LOU #8.
- (c) Standby will be assigned on a rotational basis starting with the most senior employee. Standby schedules will be posted.

- (d) When "Pre" or "Post" shift overtime of three (3) hours or less is required, it will be assigned on the basis of seniority from the qualified employees normally scheduled to work according to the established shift schedule.
- (e) A sign-up sheet, by classification, for the allocation of overtime in excess of three (3) hours for the upcoming month will be posted in each department by the fifteenth (15th) of every month. Employees who wish to work overtime on their normally scheduled off day must indicate this within seven (7) days of the posting date.
- (9) For the purpose of assigning overtime, an employee shall not be considered to be on an off day until eight (8) hours have elapsed from the completion of their last shift, nor shall they be considered to be on an off day during the eight (8) hours immediately preceding their first shift.
- (g) Employees on vacation or lieu days will not be considered eligible for overtime except on their regularly scheduled off days which fall before, during, or after such vacation/lieu time. It shall be the employees' responsibility to advise the Company of their desire to be considered for off day overtime during such periods. For the

purpose of assigning overtime, a vacation/lieu day shall be deemed as the actual shift the employee would have worked plus eight (8) hours before and eight (8) hours after the shift.

- (h) An overtime allocation list will be established by seniority from the sign-up sheet, with the most senior employee first and the most junior employee last.
- (i) Overtime will be assigned on a seniority basis starting with the most senior employee qualified on the list, subject to the provisions of LOU #8 on overtime equalization.
- (j) Should this process not produce the required number of personnel, employees working "Pre" or "Post" shift overtime will be given the option of extending their overtime. In the event that this also fails to produce the required number, then the most junior qualified employee(s) currently on shift will be assigned until the requirement is met.
- (k) An employee working on a specific task who has not completed that task by the end of the shift may be asked to work overtime in order to complete the particular task, irrespective of seniority. This overtime, where practicable, will normally be

restricted to three (3) hours.

- (l) In order for Leadhands or other employees to complete **handovers**, a **Supervisor** may authorize up to one-half **(1/2) hour** overtime where necessary, irrespective of seniority.
- (m) An overtime assignment requiring the attention of a specialist will be allotted by seniority to individuals who possess the required qualifications. This work will be assigned in accordance to the overtime allocation list and the process outlined in items **(e), (i) and (j)**.
- (n) For the purpose of training, specific personnel may be required to attend programmes on an overtime basis. Should this occur, it will be irrespective of seniority.

11.05 Meals for Overtime

- (a) If an employee is required to work more than two (2) hours of overtime immediately prior to or following a normal working shift, the Company will pay one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.
- (b) If an employee is required to work more than six (6) hours of overtime immediately prior to or following a normal working shift, the Company will pay for a

second one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.

- (c) If an employee is called out and works more than four (4) hours, the Company will pay one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.
- (d) Where work is prescheduled for a normal day *off* and employees have been notified on the previous day, the Company will not be required to provide a meal or pay for meal time if taken except where the employee works beyond their eight (8) or ten (10) hour shift when the provisions of Article 11.05(a) apply.

11.06 Telephone Consultation

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

- (a) Compensation for each telephone consultation will be the equivalent of one-half (1/2) hour or the length of the call, whichever is greater, at the rate of double time (2x).
- (b) The premium will apply whether or not the employee is on Standby Duty.
- (c) If the telephone consultation results in a call out, the

overtime calculation will commence at the outset of the consultation.

(d) The telephone **consultation** premium will apply to work related conversations which pertain specifically to the employee's function at **SkyTrain**. Examples include, but are not limited to:

- calls to **office/administrative** personnel regarding information in connection with their work function (i.e. to the Programmer about **M.I.S.** problem, or, to the Wayside Shop Clerk about work permits);
- calls to operations personnel regarding incidents which occur on the line;
- calls to maintenance personnel regarding technical problems.

(e) The telephone consultation premium will not apply with respect to telephone calls dealing with scheduling or **personnel/payroll** matters. Examples of such situations include:

- calls regarding timecard discrepancies;
- calls regarding **overtime/extra** hours assignments;
- calls regarding shift changes;
- calls regarding employee benefit claims.

11.07 Overtime for Part-Time Regular Employees

(a) Overtime will be paid to part-time regular employees

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

ARTICLE 12.00
SHIFT WORK & NONSTANDARD HOURS

12.01 Shift Work

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

Vehicle Technician	Machinist
Guideway Technician	Support Equipment
Power Technician	Tradesperson
Electronics Technician	Elevator/Escalator
Plant Tradesperson	Tradesperson
Serviceperson	Welder
SkyTrain Attendant	Partsperson
Storesperson	Guideway Labourer
Maintenance Scheduler	Certified Storeskeeper
Control Operator	Certified Partsperson
Data Entry Clerk	Power Labourer
Control Centre Instructor	Support Shop Tech. -
SkyTrain Operations	Electrical
Instructor	Support Shop Tech. -
Relief Control Operator	Mechanical
Test Technologist	Support Shop Tech. -
Test Technician	Electronic
Truck Shop	Support Shop
Tradesperson	Serviceperson

12.02 Conditions

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

(a) Working Hours

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

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

(b) Work **Day**

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

(c) Lunch Period

The lunch period will be one-half (1/2) hour

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

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

(d) **Breaks**

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

12.03 Statutory Holidays

- (a) If a Statutory Holiday falls on a day off, the Company will give the option of either banking a day or having a day in lieu scheduled in the same pay period.
- (b) If an individual works on a Statutory Holiday, the individual will receive payment for regularly scheduled hours. When an employee is scheduled to work on a Statutory Holiday, the employee will be paid at 200% of the regular straight-time rate for all scheduled hours of work plus an amount equal to the number of hours in their regularly scheduled shift at straight-time rate for the Statutory Holiday. Any overtime on the Statutory Holiday will be paid at 200% of the regular straight-time rate.

12.04 Shift Premiums

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

premiums:

	<u>Oct 1/95</u>	<u>Sept 1/96</u>	<u>Sept 1/97</u>
Afternoon/ Night shift	\$1.20/ hr	\$1.30/hr	\$1.45/ hr

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

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

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

- (c) All employees in Field Operations who **work on** the afternoon shift on December **31st** each year will be paid a special hourly premium **of \$1.00 per** hour.

12.05 Ten Hour Shift Schedules

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

SkyTrain Attendant Plant Tradesperson
Vehicle Technician Storesperson
Power Technician
Electronic Technician
Guideway Technician
Serviceperson

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

(b) A twelve (12) hour shift schedule shall be implemented for the following work group:

Control Operators

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

and/or ten (10) hour shift schedule.

12.06 Notice of Relief

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

ARTICLE 13.00
VACATIONS

13.01 Departmental Requirements

- (a) Vacation periods shall **not** conflict with **essential** departmental requirements.

- (b) The vacation year shall run from April 1st to March 31st.

13.02 Vacation Calculations

Vacations for full-time regular employees will be earned during the first vacation year on the basis on one-twelfth (1/12) of the annual vacation entitlement for each full and partial month worked.

Vacations for full-time temporary employees will be paid at the rate of six percent (6%) of gross wages in the first full pay period following March 31st of each year and/or on termination.

Vacations for part-time regular employees will be earned on a pro-rated basis in accordance with their regularly scheduled shift hours.

13.03 Annual Vacation Entitlements

An employee shall earn annual vacation entitlement for any vacation year on a pro-rated basis of the entitlement from the date of hire. Annual vacation entitlement with

pay shall be as follows:

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

(d) **Vacation Entitlements**

In the vacation year of:

1 st to 8 th anniversary	120 hours
9 th to 16 th anniversary	160 hours
17 th to 22 nd anniversary	200 hours
23 rd and later anniversary	240 hours

Effective April 1, 1996

In the vacation year of:

1 st to 8 th anniversary	120 hours
9 th to 15 th anniversary	160 hours
16 th to 22 nd anniversary	200 hours

23rd and later anniversary 240 hours

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

13.04 Payment of Vacations

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

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

13.05 Broken Vacations

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

select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

13.06 Banking Vacations

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

- (b) (i) Effective April 1, 1996, employees **with** one hundred and sixty (160) hours vacation entitlement **and** ten (11) years or more of service will **be** permitted to bank up to eighty (80) hours of vacation and take it in the following vacation year **or** later.
- (ii) The maximum bank permitted at any one time for such employees shall be eighty (80) hours.

13.07 Relieving on Higher Paid Job

Employees relieving on a higher paid job at the time their vacation is scheduled will have their annual vacation paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of twenty (20) working days at the relief level. However,

if employees are required to postpone their period of annual vacation in order to carry out the duties of a higher paid position for an uninterrupted period of a temporary transfer and must therefore take their annual vacation at some other less convenient time, they shall nevertheless qualify for the higher rate for vacations as set out in the sentence immediately preceding.

13.08 Proration of Annual Vacation Entitlement

- (a) Absence due to sick leave, income continuance or worker's compensation injury. In any case where an accumulation of such absences exceeds six (6) calendar months in a vacation year, vacation entitlement in the following vacation year will be reduced by one-sixth ($1/6$) for each full month of absence in excess of six (6) months.
- (b) Absences other than sick leave, income continuance, WCB, maternity leave and annual vacation. Where an accumulation of such absences exceeds three (3) calendar months in any vacation year, annual vacation entitlement in the following vacation year will be reduced by one-ninth ($1/9$) for each full month of absence in excess of three (3) months.

13.09 Vacation Sign-up

- (a) A list showing the vacation entitlement for each eligible employee for the succeeding vacation year will be posted on appropriate bulletin boards by

February 15th of each calendar year.

- (b) Subject to the provision of Article 13.01, employees shall have the right to choose the period of vacation according to their seniority.
- (c) Employees shall indicate choice(s) by March 15th of each calendar year. Employees who fail to indicate their choice(s) by this date will have relinquished their right to choose their vacation period over other employees. The Company will assign the vacation period for such employees.
- (d) The vacation time schedule for all eligible employees will be completed and posted in each department by March 31st.
- (e) Only one (!) vacation period shall be selected by seniority until all employees in the signing group have selected their first period. Subsequently, all employees in the signing group who have chosen to take their vacation in separate periods shall select in order of seniority as above for each remaining period until their entitlement is chosen.
- (f) Employee requests for a vacation change shall not be unreasonably withheld, provided that the normal vacation selection of other employees is not adversely affected and operational requirements are

met.

13.10 Vacation and Weekly Indemnity

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

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

1. If the period of illness occurs during the last three months of the vacation year the employee shall be allowed to reschedule vacation to be taken before June 30th of the following vacation year, or
2. Receive pay in lieu of the vacation in addition to any weekly indemnity benefits which may apply in this case. In order to qualify for weekly indemnity benefits in addition to vacation pay, an employee must present a medical certification on the prescribed form (available from the Human Resources Department).

ARTICLE 14.00
STATUTORY HOLIDAYS

14.01 Acknowledged Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

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

14.02 Lieu Days

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for eleven (11) shifts in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls. Statutory holidays not scheduled in the pay period in which they fall shall be banked and rescheduled by mutual agreement.

14.03 Saturdays and Sundays

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

14.04 Pay

An employee will receive normal straight-time pay for any statutory holiday or any day proclaimed in lieu thereof provided that on the scheduled working day immediately before and/or on the scheduled working day immediately following the holiday, they were at work or on sick leave (excluding **Long Term Disability**, Weekly Indemnity or WCB), or on annual vacation or on approved leave of absence not exceeding ten (10) working days. (Refer to LOU #5 - "**Entitlement to Statutory Holidays and Days in Lieu**".)

14.05 Notice to Work

Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in Article 14.03 above shall be notified by the Company of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at

straight-time rates and shall have their day in lieu re-scheduled as in Article 14.03 above, providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall.

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

14.06 Compensation for Holidays Falling Within Vacation

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

ARTICLE 15.00
SICKNESS BENEFITS

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

15.01 Weekly Indemnity
Premiums 100% Company paid.

Sick Leave

1. First Incident Claimed:
 - 60% of regular pay first day
 - 80% of regular pay each day thereafter
 - reimbursement of the first day at 80% of regular pay on the 8th day of continuous absence from work.

2. Second Incident Claimed:
 - 50% of regular pay first day
 - 80% of regular pay on the second day of absence
 - 80% of regular pay each day thereafter
 - reimbursement of the first day at 80% of regular pay on the 8th day of continuous absence from work.

3. Third and Subsequent Incidents Claimed:
 - no pay first two days
 - 80% of regular pay for each day thereafter

- reimbursement of the first two days at 60% of regular pay on the 8th day of continuous absence from work.

Benefits are payable from the first day of disability due to accident at a rate of 80% of regular pay. Benefits are payable for a maximum of twenty-six (26) weeks.

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

"A day in which the employee is disabled but does not include a day in which an employee has worked three (3) hours or more, except as completion of a regular night shift that commenced the previous day." Any medical forms or letters required for the Weekly Indemnity plan shall be reimbursed by the Company.

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

ARTICLE 16.00
CLOTHING ALLOWANCE

16.01 Uniforms

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

16.02 Uniform Issue

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

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

Effective **April 1, 1996**, upon request employees will be issued two (2) pairs of **shorts**.

Second year issue and thereafter shall be provided

based on proof of need.

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

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

- c) With prior approval of the Supervisor, SkyTrain Attendants may purchase a pair of gloves which meet Company standards for the job being performed. Upon proof of purchase, the Company will reimburse one hundred per cent (100%) of the cost up to a maximum of twenty-five dollars (\$25.00). Any further purchase will be based upon proof of need and will be restricted to a maximum of one pair per twelve (12) month period.
- d) Where required, employees will be issued rainwear with replacement on proof of need.
- e) STA's will receive on their pay cheques a cleaning allowance of \$10.00 bi-weekly.

- f) In the event the Company considers it necessary to amend the uniform schedule, the Parties will meet to discuss the matter. Should the Parties fail to reach agreement, the matter will be referred to binding mediation under the provisions of Article 3.03(d).

16.03 Maintenance Crews

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

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

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

16.04

(a) Safety Footwear

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

- (i) One purchase a year to a maximum of \$95.00.
- (ii) One purchase per two (2) year period to a maximum of \$190.00. The acceptable alternative is the purchase of one (1) pair of heavy (winter) and one (1) pair of light (summer) safety footwear per two (2) year period to a maximum of \$190.00. In the event an employee leaves the

Company prior to one (1) year from purchasing safety shoes, \$95.00 will be recovered from the employee's final cheque.

Effective September 1, 1997:

- (i) One purchase a year to a maximum of one hundred dollars (\$100.00).

- (ii) One purchase per two (2) year period to a maximum of two hundred dollars (\$200.110). The acceptable alternative is the purchase of one (1) pair of heavy (winter) and one pair of light (summer) safety Footwear per two (2) year period to a maximum of two hundred dollars (\$200.00). In the event an employee leaves the Company prior to one (1) year from purchasing safety shoes, one hundred dollars (\$100.00) will be recovered from the employee's final cheque.

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

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

(b) Repairs to Safety Footwear

The cost of repairs to such footwear will be shared on a 50/50 cost sharing basis between the Company and the

employee.

16.05 Protection Clothing

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

16.06

(a) STA Footwear

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

- (i) One purchase a year to a maximum of \$75.00.
- (ii) One purchase per *two* (2) year period to a maximum of \$150.00. The acceptable alternative is the purchase of one (1) pair of summer and one (1) pair of winter shoes per two year period to a maximum of \$150.00. In the event an STA leaves the Company prior to one year from purchasing the shoes, \$75.00 will be recovered from the employee's final cheque.

Effective September 1, 1997:

- (i) **One purchase a year to a maximum of eighty dollars (\$80.00).**
- (ii) **One purchase per two (2) year period to a maximum of one hundred sixty dollars (\$160.00). The acceptable alternative is the purchase of one (1) pair of summer and one**

(1) pair of winter shoes per two (2) year period to a maximum of one hundred sixty dollars (\$160.00). In the event an STA leaves the Company prior to one year from purchasing the shoes, eighty dollars (\$80.00) will be recovered from the employee's final cheque.

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

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

(b) Repairs to the STA's Shoes

The cost of repairs to such footwear will be shared on a 50/50 cost sharing basis between the Company and the employee.

ARTICLE 17.00
TRAVELLING AND LIVING ALLOWANCES

17.01 Reporting Location

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

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

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

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

17.02 Personal Vehicle Use

Where employees are requested to use their personal vehicle on the Company's business, the request will be made in writing. If approved in writing, employees will then be reimbursed for the use of their vehicle at ap-

proved mileage rates, and time spent in travel at the direction of the Company will be paid for as time worked.

17.03 Mileage Rates

Where employees elect and are permitted to use their personal vehicle in lieu of transportation made available by the Company, they shall receive twenty-five (25) cents per kilometre (forty [40] cents per mile) for all distance travelled on Company business.

17.04 Public Transportation

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

17.05 Reimbursement of Expenses

Employees travelling on Company business or working outside the Vancouver area will be reimbursed for reasonable expenses as set out below, by submitting the appropriate Company form:

- (a) Accommodation expenses.
- (b) Meal expenses will include actual expenses incurred for all meals and gratuities. Receipts will be required

for individual meals above the following amounts:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$15.00

Total meal expenses shall not exceed \$29.00 in one day.

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

ARTICLE 18.00
SAFETY REQUIREMENTS

18.01 Policy

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

A Union member of the Joint Safety Committee or a Union Job Steward, if the Safety Committee member is not available, will also participate in such investigation of unsafe work.

18.02 Joint Safety Advisory Committee

The Company and the Union agree to establish joint Management/Union Health and Safety Committees as provided for in the Railway Act of British Columbia.

18.03 First-Aid Premium

(a) The "First-Aid Regulations" of the Railway Act of British Columbia require **Occupational** First Aid attendants at certain work locations.

(b) **Policy**

In order to provide employees injured at work with

quick and effective first-aid treatment, the Company will ensure that properly trained first-aid personnel and adequate equipment and supplies; are available in accordance with the Company's specifications, which also include the requirements of the Railway Act of British Columbia.

(c) The Company will encourage employees to qualify for First Aid Certification; and will pay for the required training for designates and alternates only. Certificates must be valid to qualify for pay allowance. **The Company will provide pay allowance to designates and alternates as per the following schedules.**

(d) **Schedule I**

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

Level 2	75¢/hour
Level 3	90¢/hour

(e) **Schedule II**

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

Level 2	21¢/hour
Level 3	24¢/hour

ARTICLE 19.00
LEAVE OF ABSENCE

19.01 General Leave

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

service with the Company shall receive on request up to five (5) extra scheduled **working** days a year without pay to be taken in unbroken sequence.

(9) Medical and Dental Appointments

For Employees Working Monday to Friday Day Shift:

Employees shall schedule medical and dental appointments at times and dates during which they are not scheduled to work, except in a medical *or* dental emergency. Where it is not **possible** for an employee **to** schedule **non-emergency** appointments outside *of* normal working hours, they will provide the maximum notice, in any event, not less than fortyeight (**48**) hours to the Supervisor. Supervisory approval will not be unreasonably denied.

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

For All Other Employees:

Employees shall schedule medical and dental

appointments at times and dates during which they are not scheduled to work, except in a medical or dental emergency. Where it is not possible for an employee to schedule non-emergency appointments outside of normal working hours, they will provide the maximum notice, in any event, not less than forty-eight **(48)** hours to the Supervisor. Supervisory approval will not be unreasonably denied.

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

19.02 Bereavement Leave

Bereavement leave of absence of up to five (5) days with pay shall be granted to an employee in the event of a death of a spouse, (including same sex) child, mother, father, stepchild, stepmother or stepfather; 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 Company may at its discretion grant further bereavement leave, contingent on the circumstances.

19.03 Special Leave

Any employee will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons. Such reasons **may also** include trauma related to an **accident**, incident, or Code India. **Spe-**

cial leave requests will not be unreasonably denied.

19.04 Court Leave

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

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

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

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual

course approved by the Company will be given that day off as leave of absence with pay.

19.06 Paternity Leave

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

- (i) one (1) day to attend the birth of his child provided the birth falls on his regular work day.
- (ii) one (1) day to attend the homecoming of the mother and child provided the homecoming falls on his regular work day.

19.07 Maternity Leave

(a) Leave of absence without pay for a continuous period not exceeding eighteen (18) weeks will be granted to regular employees for maternity reasons.

(b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and submitted to the Human Resources Manager as soon as is reasonable within the second trimester. Any cost associated with obtaining the medical certificate shall be reimbursed by the Company.

(c) (i) Employees will notify the Company at least three (3) weeks in advance of the date on which the employee intends to begin her leave of absence.

An employee may alter the date of commencement of her leave of absence by providing written notice to the Company 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 Company's physician, commence her leave of absence immediately.

- (ii) **If it is the intention of the Company to fill the position, such vacancy shall be posted within ten (10) days of notification from the employee.**
- (d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) Should the employee suffer mental or physical illness ~~at~~ a result of childbirth she may, upon presenting to the Company a medical report from her physician, apply to the Company for an extension of the eighteen (18) weeks leave of absence to a date recommended by the physician.
- (f) Where an employee gives birth or the pregnancy is

terminated before a request for leave is made, the Company shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.

- (g) Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of three (3) months.
- (h) Employees desiring to return to regular employment following maternity leave shall notify the Company at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

In cases of special circumstances, an employee may request to return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Company at least one (1) week before the date that the employee indicates she intends to

return to work and the employee **must** furnish the Company with a certificate of a medical practitioner stating that the employee is able to resume work.

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

employee's benefit plan in the same manner as if the employee were not absent, where:

- (i) the Company pays the total cost of the plan, or
- (ii) the employee elects to continue to pay her share of the cost of the plan that is paid for jointly by the Company and the employee.

(m) It is agreed in work situations where the Company has concern about the ability of the employee to perform her work because of pregnancy, that the Company may request that the employee provide a statement from her doctor confirming that she is medically fit to perform the work. It is also agreed that the Company, at the time of such request, may forward to the employee's physician a mutually agreed upon description of the employee's duties and responsibilities. Any costs associated with obtaining the medical certificate shall be reimbursed by the Company.

19.08 Post-Maternity Posting Rights

- (a) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job posting;.
- (b) In order to qualify for the right to apply for job postings the employøe must advise the Company of her resignation not later than six (6) weeks prior to the previously agreed upon return date of the leave of

absence. The Company may then proceed to fill the resultant job vacancy on a permanent basis.

- (c) The right to apply for postings will be in effect for two (2) years from the date the employee ceases work. Seniority will be frozen as at the date 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.
- (d) An employee who applies for a job posting under the terms of this Article shall be considered as a regular employee for the purposes of the job competition, with seniority frozen as per Article 19.08(c). If successful, the applicant will begin to again accrue seniority, in addition to that already frozen, as of the date of return to work.

19.09 Adoption Leave

- (a) An employee who is adopting a child may, upon a minimum of four (4) weeks written notice, request up to twelve (12) weeks leave of absence, without pay, to commence immediately following the date of adoption.
- (b) In order to be eligible for leave of absence under the article, the employee shall be required to furnish the

Company proof of adoption.

- (c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (d) The Company will continue to make payments to the employee's benefit plan in the same manner as if the employee were not absent where:
 - (i) the Company pays the total cost of the plan, or
 - (ii) the employee elects to continue to pay their share of cost of the plan that is paid for jointly by the Company and the employee.

19.10 Parental Leave

- (a) An employee may, upon four (4) weeks written notice, request up to twelve (12) weeks leave of absence, without pay, for the care and nurturing of a new born child.
- (b) In the case of the natural mother, this leave must be taken immediately following the end of the maternity leave taken under Article 19.07. In no case shall the combined maternity and parental leave exceed thirty-two (32) weeks.

- (c) In the case of the natural father, this leave must be taken within the fifty-two (52) week period immediately following the birth of the child. In order to be eligible for such leave, the employee shall be required to furnish to the Company proof of the child's birth.
- (d) Upon return to work, the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to the benefits to which the employee would have been entitled had the leave not been taken.
- (e) The Company will continue to make payments to the employee's benefit plan in the same manner as if the employee were not absent, where:
 - (i) the Company pays the total cost of the plan, or
 - (ii) the employee elects to continue to pay their share of cost of the plan that is paid for jointly by the Company and employee.

ARTICLE 20.00
TRAINING

20.01 Purpose

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

20.02 Company Paid

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

20.03 Financial Aid

- (a) Where the Company agrees that additional training could be of future use to an employee in working for the Company, or desirable in preparation for possible advancement within the employee's particular field of work, seventy-five percent (75%) of the cost of training will be borne by the Company. The payment of such costs, including text books and examination costs would be made upon prior approval of immediate supervisor, proof of payment and successful completion of the course.

- (b) The Company will, if requested, lend the employee the cost of the course (interest free). Repayment of a loan will be by payroll deduction in equal instalments over the period of the course.

20.04 Loans

Where a course is related to the Company's business but not necessarily to the employee's normal career with the Company, the employee will pay the full cost of such training. Applications for a loan may be made to the Training Department.

In cases where a loan is required, the employee will provide the first \$25.00. Repayment of the loan will be by payroll deduction in equal instalments over the duration of the course.

20.05 On-the-Job Training

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

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

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

ARTICLE 21
GROUP BENEFITS

(Also refer to LOU #19 - Employee Assistance Program)

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

21.01 Basic Group Life Insurance

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

21.02 Voluntary Group Life Insurance

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

21.03 Accidental Death and Dismemberment

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

21.04 Voluntary Accidental Death & Dismemberment

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

Classification:	Principal Amount:
All employees	- an amount which is a multiple of \$25,000 <ul style="list-style-type: none"> - minimum benefit amount of \$25,000 - maximum benefit amount of \$250,000
Dependent benefit	- percentage of employee's benefit
Spouse	- 50% if there are no children, or 40% if there are children
Each child	- 20% if there is no spouse, 10% if there is a spouse

21.05 Long-Term Disability

Premiums 100% employee paid.

50% of basic monthly earnings to a maximum monthly benefit of \$4,000. Benefits are payable upon the expiration of Weekly Indemnity benefit until the employee ceases to be disabled or attains age 65, whichever is earlier.

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

21.06 Extended Health Care

Premiums 100% Company paid.

- Deductible - \$25 per person or family
- Reimbursement- 100% of emergency out-of-province eligible expenses
 - 100% of all other eligible expenses
- Hospital Room & Board - the additional charge for a semi-private or private room (including the co-insurance charge of BCHP)
- Vision Care - up to \$150 per person (**increasing to \$200 effective Jan. 1/96**) for the cost of eyeglasses (lenses and frames) in any 12 month period
- Hearing Aids - up to \$500 per person in any three (3) calendar year period
- Orthopaedic Shoes - up to \$400 per adult and \$200 per dependent child
- Maximum Lifetime Benefit \$100,000

Retired employees with five (5) or more years of service shall be eligible to receive this coverage.

21.07 Dental

Premiums 100% Company paid.

- Deductible - Nil
- Reimbursement - Part A - 90% for basic restorative and preventative services, periodontics, root canal treatment and repairs and relines of prosthetics
- Part B - 60% (**70% effective Jan. 9/96**) of major restorative services (crowns and bridges)
- Part C - 50% for orthodontic treatment
- Maximum Lifetime Benefit - Part C - \$4,000 per person (**\$5,000 effective Jan. 1/96**)

21.08 Medical Services Plan

Premiums 100% Company paid.

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

Retired employees with five (5) or more years of Service shall be eligible to receive this coverage.

21.09 Definition of Spouse

For the purposes of the benefits outlined in this Article only, "spouse" shall mean: a person who is not a member and who is legally married to, or who has cohabited at a spousal partner with the member for a period of not less than twelve (12) consecutive months. Discontinuance of cohabitation for a period of more than thirty (30) consecutive days shall terminate the eligibility for benefits of common-law or same sex spouse. Only one (1) spouse is eligible for coverage at the same time.

ARTICLE 22.00
TRANSIT PASS

22.01 Policy

All employees who are members of the Union shall be entitled to a transit pass, as well as an additional transit pass for his/her spouse or dependent child, to be issued on a periodic basis.

An employee shall surrender the pass upon termination of employment.

Retired employees with five (5) or more years of service will receive a transit pass, as well as an additional transit pass for his/her spouse or dependent child.

22.02 Definition of Spouse

For the purposes of the benefits outlined in this Article only, "spouse" shall mean: a person who is not a member and who is legally married to, or who has cohabited as a spousal partner with the member for a period of not less than twelve (12) consecutive months. Discontinuance of cohabitation for a period of more than thirty (30) consecutive days shall terminate the eligibility for benefits of common-law or same sex spouse. Only one (1) spouse is eligible for coverage at the same time.

ARTICLE 23
~~SEXUAL HARASSMENT:~~
(also refer to LOU #22)

23.01 Policy

The Union and the Company recognize the right of the employees to work in an environment free from sexual harassment.

23.02 Definition

Sexual harassment means, but is not limited to:

- (a) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when submission to such conduct constitutes either an explicit or implicit term of employment.
- (b) Circumstances or conduct constituting the basis for employment decisions affecting the individual.
- (c) Conduct which unreasonably interferes with an individual's job performance or creates an intimidating or offensive working environment.

23.03 Procedure

Should an employee raise an allegation of sexual harassment, the procedure which will be followed will be that as developed by the Joint Committee on

the Prevention of Workplace Harassment. (See **LOU #22.**) **Nothing** in this procedure shall be deemed limiting to the **Rights** of the **employee(s)** involved.

Until **such time as the** foregoing has been developed, the following shall **apply**:

- (a) An employee who alleges a sexual harassment concern may submit a complaint in writing within thirty (30) days of the latest occurrence, either through the Union directly or to the Human Resources Manager. The Human Resources Manager will notify the Union of any complaint.
- (b) The Company designate and the Union representative will investigate the complaint and attempt to resolve the issue.
- (c) If the complaint cannot be resolved, it will be referred to Step III of the grievance procedure- Article 3.
- (d) In lieu of (a), (b) or (c) above, the employee may move to Step I or Step II of the grievance procedure.
- (e) Complaints of this nature will be treated in strict confidence by both the Union and the Company.

ARTICLE 24.00
ACCIDENT INVESTIGATION

24.01 Right to Have Union Rep. Present

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

24.02 Role of Union Representative

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

24.03 Review of Findings

The department shall notify the employee and Union representative of completion of the report of the investi-

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

24.04 Compensation for Inquiry Appearance

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

24.05 Reassignment Pending Investigation

Where an incident occurs that requires any employee to be suspended from part or all of the employee's normal duties pending an inquiry, hearing or investigation, that employee shall suffer no loss of normal pay during such period of suspension while performing other assigned duties.

ARTICLE 25
LEGAL REPRESENTATION

25.01 Policy

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

25.02 Grievances

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

ARTICLE 26
PENSION PLAN

26.01 Terms

The Company agrees to make available a pension plan effective September 1, 1991 for all regular status employees embodying the following:

- (a) Matching Company/employee contributions at:
 - **4.35% of gross earnings**
 - **5.0% of gross earnings effective January 1, 1996**

- (b) Optional enrolment for all regular status Bargaining Unit employees currently employed by BCRTC Limited.

- (c) Compulsory enrolment for all regular status Bargaining Unit employees hired after September 12, 1990.

- (d) A three (3) year vesting period based on the length of continuous service with the Company in accordance with the following formula:
 - 33% vested upon achieving the first (1st) anniversary date of continuous service with the Company.
 - * 66% vested upon achieving the second (2nd) anniversary date of continuous service with the Company.

* 100% vested upon achieving the third (3rd) anniversary date of continuous service with the Company.

- (e) The Company agrees, that a Union Pension Committee representative will be given the opportunity to address newly hired regular employees, during regular working hours, for a period of up to thirty (30) minutes, in order to discuss investment options available under the pension plan. A Management Pension Committee representative may also be present during such meeting.
- (f) In order to help ensure that employees are equipped to make informed decisions with respect to retirement planning and related savings strategies, the Company will sponsor a bi-annual retirement planning seminar for employees aged fifty-four (54) or older. Employees who attend such sessions will do so outside of regular working hours or shall seek approval from their immediate supervisor for a leave of absence without pay.
- (g) Employees may only resign membership in the plan upon termination of employment with the Company.
- (h) Employees who terminate employment with the

Company may elect to withdraw the value of the employee contributions made prior to January 1, 1993 in cash, or to transfer the value of the employee contributions to a reciprocal pension plan or a Registered Retirement Savings Plan, **The value of all employee contributions made on or after January 1, 1993, may be transferred to a reciprocal pension plan or a Registered Retirement Savings plan should the employee terminate employment with the Company.**

- (i) Employees who terminate employment with the Company and have one (1) or more years of continuous service with the Company may elect to transfer the value of the vested Company contributions to a reciprocal pension plan or to a locked-in Registered Retirement Savings Plan. Any unvested portion of the Company contribution shall revert back to the Company.
- (j) The plan will comply with the requirement of Revenue Canada and any Provincial pension legislation.

26.02 Joint Pension Committee

A joint Pension Committee comprised of two Union representatives and two Management representatives shall be established and shall meet on a periodic basis to review fund manager performance, investment strategy, and plan administration. An independent Chairperson,

with pension expertise, may also attend such meetings at the request of either the Company or Union representatives. The Pension Committee shall be responsible *to recommend* action to the Company with respect to these areas. The Company shall give full consideration to recommendations submitted by the Pension Committee.

ARTICLE 27
APPRENTICESHIP PROGRAM

27.01 Agreement

The Company and the Union both recognize the merits of apprenticeship training and the need for industry to ensure a sufficient supply of skilled trades people. In keeping with this philosophy the parties have agreed to the following terms and conditions for the purposes of establishing an apprenticeship program in the Electrical Trade at SkyTrain.

27.02 Joint Apprenticeship Committee

(a) BCRTC and ICTU agree to appoint two representatives each to the Joint Apprenticeship Committee.

These representatives shall be:

- one (1) Journeyman (Power)
- one (1) Journeyman (Vehicles)
- one (1) Power Supervisor
- one (1) Vehicle Supervisor

(b) The Company shall further appoint one member to serve as a "Coordinator". The "Coordinator" will be the Training and Safety Manager or a Human Resources Department representative. This member will only "vote" on issues when agreement cannot be met by the other four members.

(c) Union members attending committee meetings

outside of their scheduled working hours will be paid straight time rates.

27.03 Committee Responsibilities

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

27.04 Company Responsibilities

- (a) The Company is responsible for the selection and initial placement of apprentices. The Job Posting process will be used to note vacancies in the apprenticeship program. Preference will be given to members of ICTU (Local 7) who meet the require-

ments of 27.03 (a) above, subject to demonstrated performance and ability. If no qualified internal candidates exist, outside candidates may be considered.

- (b) The Company is responsible for the rotation of apprentices from location to location.
- (c) Because the success of the program depends on the orderly progression of apprentices to journeyman status the Company may remove from the program anyone who fails to show satisfactory effort or progress. Apprentices shall receive appropriate counseling/monitoring about the expected standards and requirements prior to any removal from the program.

27.05 Apprentice Status

- (a) All apprentices will be considered as regular status employees of BCRTC, and as such, will participate in benefit plans and accrue seniority in the same manner as any other regular status employee.
- (b) Apprentices shall be exempt from the provision of LOU #11 "Shift Development for Regular Employees".
- (c) Should the program be terminated for any reason, apprentices will be considered as on layoff status and will tie subject to the provisions of Article 8 - "Layoff and Recall".

- (d) Upon completion of the program, the successful participant(s) may bid for job vacancies as per Article 7 - "Employment, Transfer and Termination". Should no vacancies exist, the individual (s) will be considered as on layoff status and will be subject to the provisions of Article 8 - "Layoff and Recall". Note: Such individuals are not considered to have held a Technician position and therefore will not have access to those positions when exercising the "Bumping" provisions of Article 8.03 (2).
- (e) Unsuccessful participants who are removed from the program due to inadequate performance will be allowed a 60 day period in which to bid on a position as per the provisions of Article 7 - "Employment, Transfer and Termination". Any individual who is unable to secure a position within the 60 day period will have their employment with the Company terminated.

27.06 Training

- (a) The Apprenticeship Board of the Ministry of Advanced Education, Training and Technology shall recommend (and approve the appropriateness of) all education undertaken whether formal or on-the-job.
- (b) Costs for required text books and courses will be borne by the Company. Wages during formal schooling will be covered by the appropriate procedures for

27.07 Earnings

Apprentices shall earn the following rates during their eight (8) term program:

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

27.08 Trade; Classifications

The program will consist of Electrical Trades training which will lead to a trade qualification in electrical work. There is no automatic placement in a position as a result of successful completion of the apprenticeship program {see item 27.05 (d)}.

27.09 Other

Should the Company determine that apprenticeship programs in trades other than the electrical field would be of benefit at SkyTrain, it is agreed that such programs will be initiated in consultation with the Union. It is further agreed that the foregoing terms and conditions will be adopted as guidelines for any further apprenticeship training.

APPENDIX 'A'**Non-Administrative Job Titles & Wage Rates**

Classifications marked with an asterisk (*) will receive a trade allowance of 30¢ an hour effective January 1, 1996 and a further 30¢ an hour effective October 1, 1996.

Job Title	Sept.1 '95	Mar.1 '96	Sept.1 '96	Sept.1 '97
Control Operator	\$27.68	\$27.82	\$28.10	\$28.66
Relief Control Operator	25.77	25.90	26.16	26.68
Test Technologist - Mech.*	27.68	27.82	28.10	28.66
Test Technologist - Elec.*	27.68	27.82	28.10	28.66
Test Technician'	25.77	25.90	26.16	26.68
Power Technician*	25.77	25.90	26.16	26.68
Vehicle Technician'	25.77	25.90	26.16	26.68
Electronic Technician'	25.77	25.90	26.16	26.68
Support Shop Tech - Electrical'	25.77	25.90	26.16	26.68
Support Shop Tech/Mech*	25.77	25.90	26.16	26.68
Support Shop Tech - Electronic'	25.77	25.90	26.16	26.68
Elevator/Escalator Technician'	25.77	27.82	28.10	28.66

(147)

Guideway Technician*	25.09	25.22	25.47	25.98
Machinist*	23.83	23.95	24.19	24.67

Job Title	Sept.1 '95	Mar.1 '96	Sept.1 '96	Sept.1 '97
Truck Shop Trades- person*	23.83	23.95	24.19	24.67
Support Equipment Tradesperson*	23.83	23.95	24.19	24.67
Plant Tradesperson*	23.83	23.95	24.19	24.67
Welder*	23.83	23.95	24.19	24.67
Partsperson	22.47	22.58	22.81	23.27
Certified Partsperson*	23.05	23.17	23.40	23.87
Support Shop Srv. person	21.99	22.10	22.32	22.77
Vehicle Serviceperson	21.99	22.10	22.32	22.77
Ride Quality Monitor	21.99	22.10	22.32	22.77
Guideway Service- person	21.99	22.10	22.32	22.77
Plant Serviceperson	21.22	21.33	21.54	21.97
SkyTrain Attendant	21.02	21.13	21.34	21.77
Certified Storesperson*	21.94	22.05	22.27	22.72
Storesperson	20.56	20.66	20.87	21.29
Guideway Labourer	19.19	19.29	19.48	19.87
Power Labourer	19.19	19.29	19.48	19.87
Parts Driver	15.07	15.15	15.30	15.61

Administrative Job Titles & Wages Rates

Job Title	Sept.1 '95	Mar.1 '96	Sept.1 '96	Sept.1 '97
Control Centre Instructor	\$26.23	\$26.36	\$26.62	\$27.15
SkyTrain Operations Instr.	24.05	24.17	24.41	24.90
Data Proc. Analyst (Mtc)	24.05	24.17	24.41	24.90
Data Proc. Analyst (F&A)	24.05	24.17	24.41	24.90
Vehicle Maintenance Technical Assistant	22.09	22.20	22.42	22.87
Draftsperson	22.09	22.20	22.42	22.87
Buyer	22.09	22.20	22.42	22.87
Programmer	20.30	20.40	20.60	21.01
Payroll Clerk	18.64	18.73	18.92	19.30
Accounts Payable Clerk	18.64	18.73	18.92	19.30
Cost Reporting Clerk	18.64	18.73	18.92	19.30
Scheduling Assistant	18.64	18.73	18.92	19.30
Parts; Control Clerk	18.64	18.73	18.92	19.30
Shop Clerk - Wayside	18.64	18.73	18.92	19.30
Stores Clerk	18.64	18.73	18.92	19.30
Vehicle Maintenance Clerk	17.12	17.21	17.38	17.73
Secretary/Tech Support Dir.	17.12	17.21	17.38	17.73
Secretary/Operations Dir.	17.12	17.21	17.38	17.73

Job Title	Sept.1 '95	Mar.1 '96	Sept.1 '96	Sept.1 '97
Secretary/Safety & Training	17.12	17.21	17.38	17.73
Secretary/Customer Service	17.12	17.21	17.38	17.73
Secretary/Wayside	17.12	17.21	17.38	17.73
Finance Clerk	17.12	17.21	17.38	17.73
Records Mgmt Clerk	17.12	17.21	17.38	17.73
Word Processing Operator/ Data Entry Clerk	15.75	15.83	15.99	16.31
Data Entry Clerk	15.75	15.83	15.99	16.31
Office Services Clerk	14.18	14.25	14.39	14.68
Receptionist/Switch Board	14.18	14.25	14.39	14.68

IN WITNESS WHEREOF the Parties hereto have affixed their signatures this

FOR B.C. RAPID TRANSIT COMPANY LIMITED

LARRY WARD, President

GARYM. MAY, Manager, Human Resources

MIKE RICHARD, Operations Director

RON KEASBERRY, Vehicle Supervisor

LYANNE SMITH, Field Supervisor

**FOR INDEPENDENT CANADIAN TRANSIT UNION,
LOCAL 7**

PETER LOCKE, President

ROB HEWITT, Committee Chairperson

BEATTY BENSON, Committee Member

SUSAN HAZLEWOOD, Committee Member

JOHN KNIGH, Committee Member

STEVE LASZCZ, Committee Member

LETTER OF UNDERSTANDING #1
Time Off for Union Business

The Parties agree that Articles I.06 and I.07 provide for a leave of absence with pay, for periods of one (1) day or less in order that Union Officers and Job Stewards may attend Union Executive and/or Job Steward meetings.

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

1. The Company will release the Chief Job Steward, up to one (1) day per week with pay, in order to perform Union duties. Such day to be mutually agreed to by the parties. When a leave of absence for the Chief Job Steward exceeds one (1) day in succession, the Company will recover from the Union the cost of any wages in excess of one (1) day, plus a loading factor of **31.25%**.
2. The Union may request leaves of absence, up to one (1) day with pay, for Union Officers and/or Job Stewards to perform Union duties.
3. When a leave of absence exceeds one day in succession for any Union Officer, steward, or representative, (other than the Chief Job Steward), the Company will recover from the Union the cost of the wages including a loading factor of **31.25%** for the

total length of the leave.

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

Furthermore, the parties agree that the number of Job Steward; and Officers of the Union shall not exceed twenty-five (25) for the current size of the bargaining unit. The distribution of such will take into account both operational and geographical considerations.

However, should:

- 1) The number of members increase; or
 - 2) The work locations change substantially,
- the parties agree to meet to review the number of Job Stewards/Union Officers and their area of representation.

LETTER OF UNDERSTANDING #2
Referrals for Temporary Summer Jobs

The Company is prepared in connection with temporary employment to offer the following understanding:

The Company will notify the Union in advance of temporary summer relief requirements which arise. The Union will be provided with every reasonable opportunity to refer candidates for consideration against such vacancies.

LETTER OF UNDERSTANDING #3
Clarifying the Use of
Part-time Regular Employees

The Parties agree that regular part-time employees shall be utilized as follows:

- (i) To provide staffing for peak operational requirements;
- (ii) To provide staffing for regularly scheduled coverage of ten (10) hours or less;
- (iii) to provide staffing for special projects requiring less than sixty (60) hours in a pay period.
- (iv) to provide relief for full-time regular employees as provided in 1.13(b).

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

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

LETTER OF UNDERSTANDING #4
Calculation of Vacation Entitlement for Part-Time
Regular Employees

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

Annual No.					
Scheduled					
Hours	X				
2080					
		Vacation		Vacation	
		Entitlement	=	Entitlement	
		(in hours)		(in hours)	
		for approp.			
		years of			
		service			

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

LETTER OF UNDERSTANDING#5
Entitlement to Statutory Holidays & Days in Lieu
Article 14.04

The Parties agree to the following application of Article **14.04**.

Scenario One

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

Scenario Two

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

Scenario Three

Where a statutory holiday falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or Workers'

Compensation Board benefits on the actual statutory holiday, but works his/her next scheduled work day following the statutory holiday, the employer? is not entitled to a lieu day.

Scenario Four

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

Scenario Five

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

Scenario Six

Where a statutory holiday falls on an employee's scheduled work day and the employee is in receipt of Weekly Indemnity, Long-term Disability or Workers' Compensation Board benefit!;

Compensation Board benefits on the scheduled work day following the statutory holiday, but work!; the actual statutory holiday or observes the statutory holiday, the employee either earns a day in lieu or observes the statutory holiday with pay.

Scenario Seven

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

Scenario Eight

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

LETTER OF UNDERSTANDING #6
Seniority for Part-Time Regular Employees

This is to confirm the agreement reached between the parties during negotiations regarding the calculation of seniority for part-time regular employees.

Part-time regular employees hired prior to the ratification of this Agreement (**May 21, 1988**) shall have their seniority calculated on the basis of scheduled hours worked. This calculation shall be from the last date of hire to the date of ratification of this Agreement in accordance with the L.O.U. titled "Calculation of Seniority for Part-Time Regular Employees" dated April 19, 1988. Thereafter their seniority shall be calculated in accordance with Article 6.03 of this Agreement.

LETTER OF UNDERSTANDING #7
Application of 8.01(a) in Control Operations

In response to the concern expressed by the Company regarding the interpretation of Article 8.01(a) of the Agreement, the Parties agreed that in Control Operations "providing the retained employee can perform the job" shall mean that if a layoff were to occur, the layoff would first apply to Control Operators who had not completed the full prescribed training and orientation for the job. It is understood that this program includes all training and experience contained in the SkyTrain Control Operator Training Plan which normally takes twelve (12) months to complete.

LETTER OF UNDERSTANDING #8
Overtime Equalization

It is agreed by the Parties that within three (3) months of ratification of this Collective Agreement a joint Management/Union Committee shall be formed to develop and recommend the administrative procedures for a system of equitable distribution of overtime amongst full-time employees within each Department. It is the intent of the Parties that such system of overtime equalization will be implemented effective the commencement of the 1996/97 shift year.

The overtime equalization system will encompass the following principles:

- (a) Required overtime will be assigned amongst eligible qualified employees starting with the most senior employee who has signed the Overtime Allocation list.
- (b) Each employee who has signed the Overtime Allocation list may accept overtime hours up to a maximum of ten (10) hours (twelve [12] hours in Control.)
- (c) Once an employee has accepted an assignment which takes their current total up to, or over, the ten (10) hour maximum, they will be removed from the availability list until such time as either:

- (i) everyone on the list has reached or exceeded ten (70) hours; or
 - (ii) everyone on the list has been offered and **has** declined the available assignment.
- (d) Overtime equalization will not be applicable to:
- pre and post shift overtime
 - extra hours allocation
 - special tasks (i.e. court, etc.)
 - training
 - relief positions
 - assignments requiring the attention of a **specialist** (i.e. Hegenscheidt lathe, first-aid, etc.)
 - pager duty
 - statutory holiday assignment.
- (e) Where overtime has inadvertently been assigned out of order, the employee that was missed will move to the top of the Overtime Allocation list until the next available assignment.
- (f) Eligibility for overtime will be determined in accordance with current standards (i.e. off days, rest periods, etc.)
- (g) Once every six (6) months all employees will be deemed to have zero hours to their credit and the equalization process will start anew.

The aforementioned overtime equalization system will be reviewed by the Parties at the end of the 1996/97 shift year, at which time either Party may elect to terminate the arrangement.

LETTER OF UNDERSTANDING #9
Assignment of Extra Hours to
Part-Time Employees

The Parties agree that the following terms and conditions will apply when assigning extra hours to part-time employees:

- Extra hours will be offered on a seniority basis
- Employees shall have the option of declining such extra hours
- The overtime provisions of Article 11.07 will only apply when such assignments become non-voluntary.
- **When** extra hours are worked on a voluntary basis an employee may:
 - work up to 10 hours per day in departments which work 10 hour shifts and up to 8 hours per day in departments which work 8 hour shifts,
 - work on any or all of their off days to a maximum of 80 hours per pay period.

Voluntary Extra-Hours Posting

1. A voluntary extra hours sheet for the coming month will be posted on the bulletin board on the 15th day of each month for a period of seven (7) days.
2. Extra hours will only be offered to those employees who have indicated their desire to work, starting with the most senior employee.

3. If contact is not made with the senior employee, the next most senior employee will be called, (and so on), until the work is covered.

Extra-Hours Assignment Procedure

Where there is a requirement for extra hours, these hours will be offered in order **of** seniority to those part-time **STAs** **who** have indicated their desire to work by signing the Extra Hours Sheet. Such hours **will be** assigned **as** follows:

1. If four **(4)** hours or more are required, **these** hours will **be** offered to those part-time **STAs** who are eligible to work.
2. If **less** than four **(4)** hours are required, **these hours will be** offered to those part-time **STAs** **whose** regularly scheduled shift immediately precedes or follows the required extra hours.
3. Where it can be shown that the responsible supervisor has been given prior notice that extra hours have been assigned out of seniority, and such supervisor does not take remedial action, the grievor shall be paid 100% for all hours lost without requirement to work.
4. Where extra hours have inadvertently been assigned out of seniority, the employee(s) who should have received the assignment will make another extra hour selection of equal length which shall be worked prior to the end of the next pay period. Should the extra hour selection not be made within the next pay

period, another time which is mutually agreeable to the employee(s) and the Company shall be arranged. Such selection will be comprised of work which would not normally have been assigned as extra hours.

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

LETTER OF UNDERSTANDING #10
Staffing Levels
Part-Time Employees

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

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

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

LETTER OF UNDERSTANDING #11
Shift Development Procedure for
Regular Employees

The Company and the Union agree that the following procedure shall be used in the development of shift schedules for full-time **and part-time** regular employees.

1. Method

- (a) Once each year, the Company shall provide shift schedules to the Union for implementation no later than April 1st, for the following twelve (12) months for all areas of the Company where shift work is required.
- (b) The shift schedules shall contain rotating or **fixed** shifts and shall be based on the operational requirements of the Company.
- (c) The shift schedules shall incorporate:
 - (i) shift length,
 - (ii) start and stop times of shifts,
 - (iii) basic shift cycle, and
 - (iv) staffing requirements
- (d) The Company shall provide options or areas of flexibility it considers practicable.
- (e) The Company shall apply the following guidelines

when designing the full-time shifts.

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

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

- (i) within **an assigned** schedule, the days worked and the **daily/weekly** hours may differ;
- (ii) **such assigned** schedule shall not exceed sixty (60) working hours in any pay period, five (5) consecutive working days in a seven (7) day period or ten (10) working hours in a day.
- (iii) where operationally practicable and in three (3) shift operations, the sequence of rotation shall be days, afternoons, nights and the length of time on each shift before rotation shall be a minimum of two (2) weeks.
- (iv) however, a part-time regular employee may relieve a full-time regular employee as per

Article 1.13(b) without abrogating any of the above.

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

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

2. Consultative Procedure

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

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

- (i) The Company shall solicit suggestions from the Union to improve the existing shift schedules no later than October 1st of each year.
- (ii) Suggestions for improvements to existing shift schedules shall be submitted to the appropriate

department managers, by the Union, in writing, no later than November 1st of each year.

- (iii) Following review of those suggestions by the Company, the Company shall develop the shift schedules for the next twelve (12) months.
 - (iv) **The** Company will also give consideration to Union shift **proposals** which fall outside of the normal terms of the Collective Agreement. Should the Company agree to implement **such a schedule**, all matters requiring changes to the Collective Agreement will be negotiated and agreed to by the Parties in the form of a letter of understanding prior to the actual implementation.
- (b) Sixty (60) days prior to April 1st of each year, the Company will meet with the Union to outline the proposed shift schedules and to explain the rationale behind them.
 - (c) Upon receipt of the proposed shift schedules, the Union will have thirty (30) days to review the schedules and to solicit input from the employees.
 - (d) At the end of the thirty (30) days or earlier, the Parties shall meet to discuss the Union's suggestions for improvements to the shift schedules. The Company will review and evaluate the Union's suggestions prior to determining the final shift schedules.

The Company will endeavour to implement the Union's suggestions if they are compatible with the operating requirements of the Company.

- (e) If the Union and the Company agree, the finalized shift schedules will be implemented within thirty (30) days.
- (f) If the Union and the Company cannot agree, the Company will define and implement within thirty (30) days the shift schedule most appropriate to operational needs.
- (g) The Union will have responsibility for the following:
 - selecting the desired option, where applicable,
 - defining the employees' desire where flexibility is offered,
 - defining the method for filling each schedule slot in each area of the Company.
- (h) (i) Exceptions to the guidelines having negative effect, occurring more than five (5) times annually will be paid at the rate of one hundred and twenty-five (125%) percent for hours worked outside the guidelines. It is understood where an exception occurs resulting from the annual shift changeover, the above rate will not be paid.
 - (ii) Exceptions to the guidelines, resulting from a majority vote of the affected employees in

the department, approved by the Company will not result in the payment of this premium.

(iii) There shall be no compounding of premiums. In cases where an employee works overtime or works on a statutory holiday and the guidelines have been exceeded in (i) above, the twenty-five (25%) percent of the regular rate of pay shall only be added for the regular hours worked in accordance with (i) above.

(i) The shift schedule that is implemented will remain in effect for one year unless serious operational requirements indicate a need for change. The Company shall give thirty (30) days notice of such change and develop the change using the procedure defined in 2(b), (c), (d), (e), (f), (g).

In the event the Company considers it necessary to implement a change in the shift schedule earlier than is set out above, the Company may make a request to the Union for relief. The parties will meet and attempt to resolve the matter in a manner that is mutually agreeable.

(j) Notice of change is not required where a schedule is varied by mutual agreement between the Union and the Company.

(k) Should the Company implement a shift change, the vacation sign-up procedure shall be re-implemented for those employees affected.

LETTER OF UNDERSTANDING #12
Sickness Benefits - Article 15

The Company and the Union will establish an Attendance Improvement Joint Committee within three (3) months of ratification of this Agreement. Such committee will be comprised of two (2) Union representatives and two (2) Management representatives.

The terms of reference for the Joint Committee will be to review absenteeism within the Company and to determine the means to address high levels of sick leave usage and reduce the overall costs associated with absenteeism. It is understood, however, that the overall benefits set out in Article 15 will not be adversely affected by the Committee's review.

Should the Joint Committee, within six (6) months of ratification of this Agreement, fail to reach agreement in accordance with the above terms of reference, the matter shall be referred to Brian Foley for a final and binding decision. Before rendering his decision, Mr. Foley will provide the Parties with reasonable opportunity to make representation to him on their respective positions.

LETTER OF UNDERSTANDING #13
Statutory Holidays and Days in Lieu
~~Method of Payment~~ and Assignment of Work

Method of Payment

The Parties agree to the following clarification of Article 12.03 and Article 14 as the method of payment for Statutory Holidays and Days in Lieu.

1. When a statutory holiday falls on an employee's regularly scheduled day off, the employee will have the option of either banking a day or have a day in lieu scheduled in the same pay period. The banked day or day in lieu will be paid at:
 - (a) 8 hour;;
 - if the employee was on an 8 hour schedule the shift both before and after the statutory holiday.
 - If the employee was on one 8 hour shift either before or after the statutory holiday and on one 10 hour shift either the day before or after.
 - (b) 10 hours
 - if the employee was on a 10 hour schedule the shift both before and after the statutory holiday.
2. When an employee works a statutory holiday they will receive pay on the following basis:
 - (a) Overtime rates **at 200%** for all hours worked.
 - (b) Have the option of receiving pay **in an amount**

equal to the number of hours in their regularly scheduled shift at straight time, or schedule a day off in lieu, or a banked day, of the same length as the regular shift worked on the statutory holiday.

3. Where an employee works two (2) consecutive shifts, and a statutory holiday occurs during that time, but neither of the shifts attract the stat premium as per above, the employee will be entitled to a day off with pay in lieu of the statutory holiday. This occurs in the following shift combination examples:

Day/Night
Afternoon/Night

Assignment of Work

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

1. Wherever practicable the Company will post the number of people required to work in each department or section 14 days prior to the holiday. (When the full shift complement is required, such notification will also be issued 14 days prior to the statutory holiday).

2. The work identified on the posting will only be available to those normally assigned to work the statutory holiday according to the established shift schedule.
3. Employees interested in working the statutory holiday must indicate this within 7 days of the posting date.
4. The required number of employee(s) will **be** selected from those wishing to work on the basis of seniority. The most senior employee(s) who have indicated an interest will be assigned until the requirement is met.
5. If an insufficient number of people on a shift indicate their interest to work, then the most junior employee(s) on the shift will be assigned until the requirement is met.
6. Should additional personnel be required after the posting process has been completed, the Company will return (in order of seniority) to those who originally indicated a willingness to work. If there is no longer a sufficient number of employees who still have an interest, the Company will assign the work to employees on other crews in accordance with items 4 and 5 above.
7. Employees who work the statutory holiday will be

given the option of:

- (a) Being paid under the provisions of 12.03(b), or
 - (b) Being paid 200% for all hours worked and taking a day in lieu as per Article 14.02. The day in lieu will be of the same length as the regular shift worked on the statutory holiday.
8. Employees who have indicated a desire to work a statutory holiday will be informed if they are required to work or not and a list of those required to work will be posted three (3) calendar days prior to the holiday.

LETTER OF UNDERSTANDING #14
Designated Statutory Holiday Shift

Employees who work a majority of the hours of their shift on a statutory holiday shall receive double time (2X) for all hours worked on their shift. The shifts for which the double time (2X) is paid shall be deemed to be the designated statutory holiday shifts.

This Letter of Understanding does not alter the intent of Article 14.

LETTER OF UNDERSTANDING #15
Objectives and Terms of Reference for the
BCRTC Safety Advisory Committee

1. The BCRTC Safety Advisory Committee shall be composed of an equal number of Union and Management members with the responsibility to recommend actions which will improve the effectiveness of the industrial health and safety program, and shall promote compliance with applicable safety regulations and policies.
2. Committee membership shall be as follows:
 - (a) Five (5) representatives from Management.
 - (b) Five (5) representatives plus five (5) alternates elected annually by the respective employees from each of the following areas: Vehicles, Wayside, Field, Control, Administration.
 - (c) A Chair and a Secretary elected annually by the Committee from the committee members. Where the Chair is a Management representative, the Secretary must be a Union representative and vice-versa. The Chair and Secretary positions will be alternated between the Union and Management each year.
 - (d) Safety Manager shall serve as an advisor and liaison member to the Committee.
3. The Safety Advisory Committee shall have the

following functions:

- (a) Determine that regular safety inspections of the workplace have been carried out.
- (b) Carry out periodic safety inspections of the workplace. The inspection team shall consist of the appropriate committee representatives from each area and the Safety Manager.
- (c) Make recommendations to the General Manager to correct hazardous conditions. The General Manager shall review all recommendations and ensure that recommendations approved by the General Manager are implemented.
- (d) Review reports prepared on industrial accidents involving injury and make recommendations for the correction of problems identified.
- (e) Consider recommendations from the workforce with respect to health and safety matters; and make recommendations for implementation where warranted.
- (f) Participate in the investigation of accidents involving employee personal injury and present the facts to the Company. The investigation team shall be comprised of the appropriate safety representatives and the Safety Manager.
- (g) Meet on a monthly basis, and record and post the meeting minutes.
- (h) Promote compliance with the Article and applicable legislation.

4. Safety Tool Box or Safety Meetings shall be implemented and held monthly for the following groups: Vehicle Maintenance, Electronics System Maintenance, Power System Maintenance, Plant Maintenance, Guideway Maintenance, Field Operations, Control Operations, Administration.

Minutes of these meetings shall be kept and copies forwarded to the Safety Manager. Issues not resolved by the Supervisor shall be referred to the Safety Advisory Committee for review and recommendations.

5. It is understood that the Union will support Company actions in implementing any of the Committee's recommendations. The Union will make every effort to ensure that the safety rules and procedures are complied with and enforced.

LETTER OF UNDERSTANDING#16
Employee Training

The Parties agree to establish a joint committee to meet within twelve (12) months of ratification of this Agreement to review and discuss the Union's proposed Letter of Understanding of December 11, 1987, on Joint Training and Career Development. The Committee shall be composed of two (2) Union and two (2) Management representatives.

LETTER OF UNDERSTANDING #17
Control Operator Training Rate

Relief Control Operators shall receive the wage rate indicated in Appendix "A" of the Collective Agreement, plus any incremental wage increases as set out in wage increases (4.02) and will not be eligible to receive the trades allowance. The one exception will be a Relief Control Operator whose regular classification is that of Vehicle Technician. Such employee will receive the Vehicle Technician rate of pay, plus the trades allowance when working as a Relief Control Operator.

Upon completion of the training plan, and upon assuming the function of Certified Control Operator, the employee shall receive the rate of pay of Certified Control Operator.

LETTER OF UNDERSTANDING#18
Storesperson/Partsperson Certification

In order to acknowledge and enhance the skills and expertise of those employees currently employed as Storesperson or Partsperson, the Parties have agreed to establish a "certified" Storesperson classification and a "certified" Partaperson classification.

Certified Storespersons or certified Partsperson shall be those employees that obtain a Provincial certification in Industrial Warehousing.

An upgrading course shall be identified and made available to Storespersons and Partsperson so as to facilitate the writing of the Provincial certification.

The Company shall bear the cost of the required training, including tuition, text books, and examination. Should the Company be unable to arrange schedules such that this training can be taken during working hour,, then the Company shall bear the cost at straight time rates up to a maximum of 60 hours per person for the specified training. The training will be offered on a one time basis only to those persons currently holding a regular position as a Storesperson or Partsperson.

It is understood that a Storesperson or Partsperson who is successful in obtaining Provincial certification shall be

paid at the applicable rate effective the date of achieving certification.

(189)

LETTER OF UNDERSTANDING #19
Employee Assistance Program

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

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

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

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

The Joint Committee will also ensure that information regarding the EAP is available to employees

regularly without jeopardizing employee privacy.

(191)

LETTER OF UNDERSTANDING #20
Employees Involved in Traumatic Incidents

Any employee who is directly involved in a traumatic accident or incident while carrying out their normal duties will be considered for counselling and paid leave in accordance with the Company Human Resources policy in effect on November 19, 1987, on "Employees Involved in Traumatic Incidents".

Copies of the policy are available on request from the Human Resources Department.

LETTER OF UNDERSTANDING #21

**Rehabilitation for Disabled Employees; in Receipt
Of Weekly Indemnity & Long-Term Disability Benefits**

Under certain circumstances, it may be beneficial for an employee who is recovering from a medical disability to participate in an Early Intervention Rehabilitation Program. Such a program may consist of a graduated return to work over a specified period of time, or temporary placement in an alternate position. In reviewing the feasibility of a rehabilitation program, the Company will take into consideration the following:

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

Should a graduated return to work, or temporary placement in another job, be deemed by the Company as desirable, a rehabilitation program may be initiated.

The program will be developed with the co-operation of the insurance carrier, the employee, the employee's;

physician, and the Company doctor.

In order for a rehabilitation program to be approved by the Company, acceptable time frames must be established as to when the employee can be expected to return to full employment in their regular job. As well, the Company reserves the right to cancel a program should it feel the objectives are not being fulfilled, or the program is extending beyond a reasonable time period.

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

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

Employees in receipt of Long-Term Disability who

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

LETTER OF UNDERSTANDING #22
Joint Committee on the Prevention
of Workplace Harassment

Objective

The Company and the Union are committed to promoting a work environment in which all employees are treated with respect and dignity, and are free from harassment in the workplace. To this end, the Parties have agreed to establish a joint committee on the prevention of workplace harassment.

Terms of Reference

The Committee will consist of four (4) Management and four (4) Bargaining Unit members. Additional representatives from both the Bargaining Unit and Management may also attend on occasion when appropriate. The responsibility of the committee shall be:

- (a) to develop and recommend a Company Policy on the Prevention of Workplace Harassment;
- (b) to develop and recommend associated procedures including a process to deal with complaints, training and development, and education and awareness strategies for all employees;
- (c) to provide information on issues pertaining to work-

place harassment;

- (d) to develop and recommend a communications strategy that informs employees of the progress of the Committee's activities:
- (e) to review the above recommendations with both the Bargaining Unit and Management prior to implementation.

Application

- 1 Each employee is responsible for conducting themselves within the spirit and intent of the policy, and for contributing towards a work environment free from harassment.
- 2 Each manager will foster in their area a work environment where harassment is not tolerated and will take appropriate and timely action whenever they have actual knowledge of harassment. (Harassment does not include actions taken in good faith while exercising managerial/supervisory rights and responsibilities.)
- 3 All complaints of harassment will be taken seriously and will be investigated in a confidential, impartial and timely manner. Harassment constitutes unacceptable behaviour which will not be tolerated and may be subject to discipline.

4.

- (a) Retaliation against an individual because they have made a complaint of harassment or who has provided information, is prohibited and shall be considered a form of harassment and shall be dealt with through the policy.
- (b) As a result of an investigation, if it is determined that a complaint was made maliciously or with a specific intention to harm, formal disciplinary action may be taken against the complainant.

LETTER OF UNDERSTANDING #23
Leadhand Duties

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

1. The employee shall perform the duties of their normal classification.
2. The Leadhand shall provide on-the-job training to other employees when assigned.
3. The Leadhand shall provide technical assistance to other employees when assigned.
4. The Leadhand shall provide direction to the work crew when assigned,
5. The Leadhand shall assign work in the absence of the Supervisor when so assigned by the Supervisor.
6. The employee shall be paid a premium of \$.50 per hour for all hours worked as a Leadhand.

LETTER OF UNDERSTANDING #24
Bomb Search

The Parties agree to the following policy and procedures for bomb searches:

1. All BCRTC employees required to respond to bomb searches will receive effective training in all aspects of bomb searches.
2. Where a bomb search is required to correct a condition which constitutes an immediate hazard to the health or safety of workers, only those personnel who are properly trained and qualified to correct the immediate hazard may be permitted to conduct a search.
3. An employee shall not be disciplined for refusing to participate in a bomb search where that employee has reasonable cause to believe that to do so would create an immediate hazard to the health and safety of any person.
4. Refresher training will be provided on a periodic basis.

(200)

LETTER OF UNDERSTANDING #25
Job Protection

In the event of the sale of BCRTC, the Company is prepared to meet with the Union to discuss and make such arrangements deemed appropriate to cover employees who may lose their job because of the sale of the (Company. Employees so affected will have the option of waiving their recall rights in return for an enhancement of severance at the rate of two (2) times their **normal** entitlement.

LETTER OF UNDERSTANDING #26
Video Display Terminals (VDT's)

The following policy outlines the considerations that will apply in regard to VDT operation:

(a) Training

The Company and the Union recognize the need for operator involvement and training with the introduction and ongoing use of VDT's.

The Company will develop and administer a "VDT Training/Orientation Program" which will incorporate: what VDT's are; the rationale for eye examinations; the rationale for rest and stretch breaks; relaxation exercises; ergonomic factor awareness and adjustment of equipment.

This course will be a requirement for areas where use of VDT's is considered as continuous or intermittent and will be elective for areas where usage is determined to be casual.

(b) Visual

The Company will provide a baseline ophthalmological examination prior to initial assignment of VDT equipment and annually thereafter if requested to all regular employees whose usage of VDT's on a continuous basis exceeds one (1) hour per day or whose intermittent

usage exceeds four (4) hours per day. Corrective lenses, where necessary, will be the employees' responsibility to procure. Employees who are required to use VDT's and who develop visual impairment or visually related disabilities which limit their ability to perform their job, will be handled on the basis of a medical disability provided they have functioned in the position for at least six (6) months.

(c) Provisions for Pregnant **Employees**

A pregnant employee whose job assignment requires regular and consistent operation of a video display terminal shall, upon written request, have the following options:

- (i) Be granted a transfer to another position, provided a position is available and provided she has the required qualifications and skills. Where no position is available for transfer, agreements between two employees to exchange positions where both possess the required qualifications, skills and certification (if required) will be permitted, where the exchange of duties is compatible with efficient operation. Rates of pay for all involved shall be those applicable to the job performed at the rate the employee(s) were at prior to transfer or exchange. The transfer or exchange of positions shall be for the time prior to the employee commencing leave under this Article, or to her date of termination if that occurs sooner.

- (ii) Alternatively, where work reassignment in (i) above is not available, the employee will be permitted to commence a leave of absence without pay through to the beginning of her normal period of maternity leave.
- (iii) Where employees are on leave of absence pursuant to (ii) above, and opt to maintain coverage for existing benefit plans, the Company will continue to pay the Company's share of the required premium.

(d) **Stretch Breaks**

Where practicable, jobs involving VDT usage will be designed to avoid continuous usage (where continuous usage is defined as use which is uninterrupted by alternative work assignment, with all work assignments relating to dedicated attention to the VDT).

In the interest of avoiding occupational fatigue which may arise from the continuous and dedicated usage of VDT equipment, employees are encouraged to use relaxation exercises from time to time (see "Exercises for the VDT Operator"). Where practicable, employees whose work requires the continuous usage of VDT's will be allowed stretch breaks for this purpose, as needed, within the guidelines of a five (5) minute break in every one (1) hour of continuous usage.

Scheduled rest breaks as provided in the Collective

Agreement will be considered as satisfying the need for a stretch break in the applicable time period.

(e) Ergonomics

The Company will select VDT equipment/hardware, work station layout, lighting, seating, etc., in accordance with Federal and Provincial safety standards. The Company relies principally on testing information provided through suppliers and other bona fide independent sources in assessing the quality of any new equipment purchased.

Employees who continue to have concerns or complaints regarding VDT's will be encouraged to report their concerns in writing to their supervisor, with a copy to the Joint Industrial Health and Safety Committee.

The Company will conduct radiation-level tests once on all VDT equipment not tested in 1986.

LETTER OF UNDERSTANDING#27
JOB SHARING

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

DEFINITION

Job sharing is defined as dividing all the functions of one regular full-time position between two employees, each of whom works part-time in a manner that provides full-time coverage for the position. The combined performance of the two incumbents will be such that all the tasks, responsibilities, and hours of the full-time position description will be met.

The Parties agree that it is not the intent of the Job Sharing Program to purposely cause the elimination of positions.

APPLICATION

Employees who wish to establish a job sharing arrangement must submit a written proposal to Company and the

Union outlining its feasibility, and the operating details necessary to implement such as commencement day, days and hours worked, absence coverage, and sharing of responsibilities.

The request for job sharing must come from an incumbent already in the position. There must be another existing employee (**including a Casual, a laid off employee, and an individual with post maternity rights**) who is ready, willing, and able to share the position with the incumbent without requirements of any additional training or trial period to meet the full job requirements.

The Company shall retain the right to approve Job Sharing arrangements on their individual merit and to determine the details of such arrangements. The Company **or** either **Job** Sharing partner may terminate such arrangement at any time with appropriate notice.

WORKING CONDITIONS

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

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

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

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

Termination

In the event that Job Sharing of a full-time regular position is terminated, for any reason, the original incumbent shall have vested rights to the position without posting. The Job Sharing partner will return to their former position, if it is still available.

In the event the **non-incumbent** Job Sharing partners leaves, the **incumbent** shall have the option of finding a partner suitable to the Company within two (2) weeks or revert to full-time status.

Should the incumbent leave, the position **must** be **posted** as full-time **and** the non-incumbent **shall** **return** to their former **position**, if it is still available.

Any **overtime** worked will **be** in accordance with **the** provisions of **Article 11.07** and LOU **#9**.

Furthermore, Job Sharing participants shall not accept additional employment outside the Company.

Trial Implementation
(Non-administrative Classification)

The **Parties** have agreed to implement Job **Sharing** on a one **(1)** year trial basis in one (1) other area of the Company other than Administration. Such trial will be limited to sharing of one **(1)** non-administrative position (excluding the Control Operator classification) and will be between two qualified employees as defined above. At the completion of the term of this Collective Agreement, the application of Job Sharing in non-administrative areas of the Company will be assessed by the Parties. Continuation of such will be contingent on written mutual agreement of the Parties.

LETTER OF UNDERSTANDING#28
Tool Kit Allowances

The Company policy and procedure dealing with employee-assigned tool kits is outlined in Company Policy dated December 1, 1987. The Policy states that the Company will provide tool kits to all permanent full-time Technicians and Servicepersons in accordance with their trades and departments. Temporary full-time Technicians and Servicepersons will be responsible for supplying their own tools.

Temporary Technicians and Servicepersons will be provided with the following monthly tool allowance:

Vehicle Technician	\$24.26 per month
Support Equipment Tradesperson	\$24.26 per month
Guideway Technician	\$20.00 per month
Vehicle Serviceperson	\$20.00 per month
Guideway Serviceperson	\$20.00 per month
Pliant Tradesperson (Elevator/Escalator)	\$20.00 per month
Power Technician	\$15.00 per month
Electronic Technician	\$15.00 per month
Test Technician	\$15.00 per month
Plant Tradesperson	\$10.00 per month

If additional positions are added to the temporary list, the Company agrees to meet the Union to establish a Tool

Allowance for that position.

(211)

LETTER OF UNDERSTANDING #29
Joint Committee on Employee Security

The Company and the Union have agreed to the establishment of a Joint Committee for the purpose of reviewing incidents which have occurred on the line and which have involved assaults on employees. The Committee shall be comprised of two (2) representatives from management and two (2) representatives from the bargaining unit, and shall be in place within six (6) months of ratification of this Agreement.

The Terms of Reference of the Joint Committee shall be to carry-out an open review of all incidents involving violence which have occurred on the line over the past few years. The incidents will be analyzed with a view to identifying patterns and problem areas, as well as to determine the magnitude of the problem.

Within six (6) months of its formation, the joint committee shall prepare and submit a report on its findings to the Presidents of the Company and the Union. Such report shall also include any recommendations the committee may have with respect to ways of avoiding these types of incidents (e.g.: procedures, training, staff allocation, facilities, etc.).

(212)

INDEX

<u>Subject</u>	<u>Article</u>
Accident Investigation	24
Accidental Death & Dismemberment Insurance	21.03, 21.04
Annual Vacation	13, LOU #4
Apprenticeship	27
Arbitration	3.03, 3.04
Automation & New Procedures	9
Bargaining Unit Work	1.10
Benefit Plans	15, 21
Bereavement Leave	19.02
Bomb Search	LOU #24
Bumping	8.03, 9.04(b)
Call-out	11.01
Call-out - Minimum Paid Periods	11.02
Casual Employees	1.13(d), 6.02(d)
Clothing & Shoes Allowance	16
Contracting Out	1.11
Control Operator Training Rate	LOU #17
Court Leave	19.04
Demotions - Definition	7.04(b)
Demotions - Application	7.07
Dental Plan	21.07
Disciplinary Letters	7.14
Discrimination	1.04, 1.05(e)
Downgroupings	5.02(e), 7.07(c)

<u>Subject</u>	<u>Article</u>
Dues Deduction	2.01
Education Leave	19.01
Employee Assistance Program	LOU #19
Employee Definitions	1.11
Extended Health Benefit Plan	21.06
Extra Hours for Part-Time Employees	LOU #9
Financial Aid for Training	20.02, 20.03, 20.04
First Aid Premium	18.03
Full-Time Regular Employees	1.13(a)
Full-Time Temporary Employees	1.13(c), 6.02(a)
General Leave	19.01
Grievance Procedure	3.00
Grievance Procedure - Expedition Arbitration	3.04
Group Life Insurance	21.01, 21.02
Hiring Rates	7.02, LOU#17
Hours of Rest	11.01(f)
Hours of Work	10.00, 12.00
Job Competitions - Eligibility	7.08, 19.08
Job Descriptions	5.01
Job Evaluation	5.00
Job Posting	7.10
Job Sharing	LOU #27
Job Steward Duties	1.06(d)
Job Titles	Appendix "A"
Job Vacancies	7.09, 7.10, 7.16, LOU #2
Lateral Transfer	7.04(c), 7.08(b)
Lay-off and Recall	8.00, LOU #7
Leadhards	LOU #20

<u>Subject</u>	<u>Article</u>
Leave of Absence - Adoption	19.09
Leave of Absence - Bereavement	19.02
Leave of Absence - Court	19.04
Leave of Absence - Education	19.05
Leave of Absence - General	6.07, 13.08, 19.01
Leave of Absence - Maternity	19.07
Leave of Absence - Parental	19.10
Leave of Absence - Paternity	19.06
Leave of Absence - Special	19.03
Leave of Absence - Union Business	1.06, 1.07, 1.08, 6.07, 13.08, LOU #1
Legal Representation	25.00
Life Insurance	21.01, 21.02
Long Term Disability Plan	21.05
Lunch Period	10.01(c), 12.02(c)
Management Rights	1.09(b)
Maternity Leave	19.07
Maternity Leave - Post Maternity Bulletin Rights	19.08
Meal Allowance - Overtime	11.05
Meal Allowance - Travelling	17.05(b)
Meal Period	10.01(c), 12.02(c)
Medical & Dental Appointments	19.01(e)
Medical Services Plan	21.08
Mileage Rate	17.03
New Employees	7.01
New Year's Eve	12.04(c)
Overtime	11.00, LOU #8, #9

<u>Subject</u>	<u>Article</u>
Part-time Regular	
Employees	1.13(b), 6.03, LOU #3, #6
Paternity Leave	19.06
Pension Plan	26
Personnel Files	7.15
Policies & Procedures	2.02
Probationary Period - New Employee	7.01
Probationary Period - Inadequate	
Performance	7.12
Promotions - Definitions	7.04
Promotions - Permanent	7.05
Promotions - Temporary	7.06
Recall List	8.05
Red-Circling	7.04(e)
Rehabilitation for Disabled Employees in Receipt of	
Weekly Indemnity &	
Long-Term Disability Benefits	LOU #21
Report Location Changes	17.01
Safety Advisory Committee	LOU #15
Safety Footwear	16.04
Safety Requirements	18.00
Seniority	6.00, 19.08(d), LOU #6
Severance Pay	8.04
Sexual Harassment	23.00, LOU #22
Shift Work	12.00, LOU #11
Definition of Spouse	21.09, 22.02
STA Footwear	16.06

<u>Subject</u>	<u>Article</u>
Standby	11.03
Staff Levels	LOU #10
Shift Premiums	12.04
Sickness Benefit	15.00, 13.10, LOU #12
Special Leave	19.03
Statutory Holidays	14.00, LOU #5, #14
Storesperson/Partsperson Certification	LOU #18
Telephone Consultation	11.06
Temporary Employees	1.13(c)
Temporary Jobs	7.06, 7.16, LOU #2
Temporary Promotions	7.06, 7.16
Temporary Transfers to Excluded Positions	6.11
Terminations - Notice	7.13
Tool Allowance	LOU #28
Training	20.00, LOU #16, #17, #18
Transit Pass	22.00
Transportation	17.00
Traumatic Incidents	LOU #20
Union Dues Deduction	2.01
Union Officers Duties	1.06, 1.07, LOU #1
Union Recognition & Rights	1.00, 2.00, LOU #1
Uniforms	16.01, 16.02
Vacations - Banking	13.06
Vacations - Broken Vacation Periods	13.05
Vacations - Calculation of Vacation Pay	13.04
Vacations - Entitlements	13.03
Vacations - Part-time Calculations	LOU #4
Vacations - Proration of Vacation	13.08

Article	
Vacations - Relieving on Higher Group Jobs	13.07
Vacations - Sign-up	13.09
Vacations - Statutory Holidays During Vacation	14.06
Vacations - Weekly Indemnity	13.10
Vacations - year of Hire	13.02
Vehicle (use of personal)	17.02, 17.03, 17.04
Video Display Terminals	LOU #26
Wages	4.00, Appendix "A"
Weekly Indemnity	13.10, 15.00
Workers Compensation Benefit Advance	15.02
Working Hours	10.00, 12.00
Workplace Harassment	LOU #22