

AGREEMENT

between

BRITISH COLUMBIA RAPID TRANSIT CO. LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 7000**

(Ratification Date: December 21, 2006)

effective September 1, 2006 – August 31, 2010

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PREAMBLE

**This Agreement made Between
B.C. RAPID TRANSIT COMPANY LIMITED
(hereinafter called the "Company")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 7000
(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, 2006 to August 31, 2010**. 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 CUPE Local 7000 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.
9. **Spouse**
"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 spousal benefit coverage at the same time.

ARTICLE 1.00
UNION & MANAGEMENT RECOGNITION AND RIGHTS

(Also refer to LOU #1, #2 & #24)

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 23, 1999 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

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, **ancestry, conviction for an offence (unrelated to employment), family status (parent-child), mental disability, physical disability, political belief, colour, religion, place of origin,** age, sex, sexual preference or marital status; now and as provided within the Human Rights **Code** 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 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 7000 as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Board on April 23, 1999 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 a CUPE - LOCAL 7000 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 CUPE 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 **within ten (10) days of the creation of the correspondence.**
- (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 **within ten (10) days of the creation of the correspondence.**

(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

(Also refer to LOU #1)

- (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:

(7)

- (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 EFAP referrals and job evaluations.

1.07 Leave for Union Business

(Also refer to LOU #1)

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 positions with the CANADIAN UNION OF PUBLIC EMPLOYEES.
- (c) For those filling elected positions in the CANADIAN UNION OF PUBLIC EMPLOYEES, 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) Obligations and Responsibilities

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

(b) Management Rights

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(s) 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**

(Also refer to LOU #2)

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**

(Also refer to LOU #24)

- (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 **22.12%** 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 CUPE 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 2.00
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 members 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 CUPE employees, showing 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 3.00
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 ten (10) 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 Union to the immediate supervisor and supervisor's superior. This must be done not later than ten (10) days from the date the complaint was first discussed under the complaint procedure. The Parties shall meet within ten (10) days of the Union submitting to Step I and the supervisor and/or the supervisor's superior shall provide a written answer within ten (10) days of such meeting.

(c) **Step II**

Should a grievance be unresolved at Step I, it may be referred in writing by the Union to the supervisor's superior and the HR Manager within ten (10) days of the receipt of the Company's Step I reply.

The Parties shall meet to investigate and attempt to resolve the grievance within ten (10) days of the Union's referral to Step II. The Company shall give a written reply within ten (10) days of the Step II meeting.

Should a grievance be unresolved at Step II, it may be referred by written notice to Step III within ten (10) days of receipt of the Company's Step II 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 ten (10) 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 seven (7) 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 4.00

WAGES

(Also refer to LOU #13, #30, #32, #37, Appendix A, 7.02 & 7.05)

4.01 Term of Agreement

September 1, 2006 to August 31, 2010.

4.02 Wage Increases

Year 1	3.0% Wage Increase effective September 1, 2006
Year 2	3.0% Wage Increase effective September 1, 2007
Year 3	3.0% Wage Increase effective September 1, 2008
Year 4	3.0% Wage Increase effective September 1, 2009*

There shall be a productivity bonus of \$1,000 for all employees who are active or on approved leave of absence (not to include employees on long term disability). This will be effective September 1, 2009 if the bargaining unit achieves an absenteeism rate of 5% or less in the previous twelve-month period. The bonus will be pro-rated for part-time employees. Such bonus to be paid in the pay period following October 15, 2009 if the absenteeism target is reached. The parties shall establish a joint committee for the purposes set out above.

*** This increase of 3.0% is subject to review on September 1, 2009. If the general wage increase negotiated between Coast Mountain Bus Company and CAW-Canada Locals 111 & 2200 effective April 1, 2009 is greater than 3.0%, the higher increase of the two will apply.**

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 wages 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 5.00
JOB EVALUATION
(Also refer to LOU #37)

5.01 Job Descriptions

- (a) All bargaining unit employees 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 descriptions 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). The Company will advise the Union of changes or revisions to existing job descriptions. Should the Union have any concerns or suggestions with respect to such changes or revisions, they will advise the Company of the same in writing. The Company will review and evaluate the Union's suggestions and determine the content of the final job description. The Company will forward the finalized 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.

- (f) The Company will advise the Union of the creation of new job classifications and forward such job descriptions to the Union Office within a reasonable period 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 gender neutral 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(e), 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. In order to justify the re-evaluation of a position, the incumbent must be able to demonstrate measurable changes in duties and responsibilities.

(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 6.00

SENIORITY

(Also refer to LOU #2 & LOU #35)

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 CUPE 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) **Effective December 21, 2006, temporary employees who obtain regular status will be granted seniority starting from their last date of hire for unbroken service with the Company, excluding any gaps between eligible periods of service.**
- (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. Prior to September 12, 1990, part-time regular employees accumulated seniority on the basis of scheduled hours worked.

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 exercises 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

(also refer to LOU #35)

All regular status employees, temporarily promoted or transferred to a supervisory 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 7.00
EMPLOYMENT, TRANSFER AND TERMINATION

(Also refer to LOU #1, #2, #20 & #29)

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 (¾) 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 applicants 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 Manager.

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 CUPE LOCAL 7000 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/part-time temporary employees with less than one (1) year of service.

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

(Also refer to LOU #1 & #29)

- (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 CUPE 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.

It is understood that any delays will not disadvantage an employee with respect to Article 7 (Employee Transfer and Termination) and Article 8 (Layoff and Recall).

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 (1980):
 - (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) hours 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 **Department**.

7.16 Temporary Vacancies

(Also refer to LOU #29)

Where there is a need to fill a position on a temporary basis, preference will be given to CUPE LOCAL 7000 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

(Also refer to LOU #4 & Article 20.05)

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 positions 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 bump 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 will be considered to have terminated their employment. If they are offered re-employment, they 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.
- (d) 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.

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.

- (f) (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.
- (a) 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
TECHNOLOGICAL & PROCEDURAL CHANGE

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 employees.

9.02 Notice Requirement

It is agreed that the Company will provide the Union with as much notice as is practicable, with no less than ninety (90) calendar days written notice, prior to introducing any technological or procedural change that affects the terms, conditions or security of employment of regular employees. Such notice shall also constitute notice pursuant to Section 54 of the Labour Relations Code if applicable.

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 positions, classifications, and employees who may be displaced, downgraded, laid off or terminated.

The manner and date the changes will be implemented.

The possible application of a labour adjustment plan as set out in section 54 of the Labour Relations Code

9.04 Training and Placement

Regular employees whose positions or classifications become redundant due to technological or procedural change 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 training/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. Should an employee refuse to be placed in a comparable job, the employee shall waive any bumping rights provided under this Article.
- (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 FOR NON-SHIFT WORKERS

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.

(d) **Specific Positions Exceptions**

(i) Parts Control Clerk
The standard start time will be 07:00

(ii) Scheduling Assistant
The standard start time for one (1) Scheduling Assistant will be 07:00. The other position will maintain the standard start time of 08:00. The incumbent Scheduling Assistants will determine how to fill each of these start times. In case no agreement can be reached, seniority shall apply.

(iii) Office Services Clerk/ Receptionist-Switchboard Operator
The standard start time for one (1) of these positions will be 07:30. The other position will have a standard start time of 08:30. The incumbents of these two positions will determine how to fill each of these start times. In case no agreement can be reached, seniority shall apply.

(iv) All other provisions of Article 10.01 will continue to apply to all of the above positions.

In the event any positions covered under this Article become vacant, and are to be posted, the Company shall include the standard start time on the job posting.

ARTICLE 11.00

OVERTIME

(Also refer to LOU #5, #6, #11, #12, #20, #27, #32 & #33)

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 200% of the normal straight-time rate.
- (d) Employees shall be permitted to bank overtime at the rate earned to a maximum of six (6) shifts or sixty (60) hours, whichever is greater, per vacation year.

Employees may use accumulated bank time from a previous vacation year and then rebank a maximum of sixty (60) hours in the current vacation year.

The maximum number of overtime hours in an employee's bank cannot exceed eighty (80) at any one time.

This provision shall not apply to work performed on a statutory holiday or a day proclaimed in lieu thereof **unless performed on a scheduled day off, or is in excess of the regular shift.**

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.
- (f) 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

(Also refer to LOU #11)

- (a) Any employee required to be on standby call shall be paid fifteen (15) 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 2.14 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 a total of eight (8) hours [ten (10) hours effective Sept. 1, 2007] at their normal straight time rate.

- (b) Where operational requirements permit, any employee 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 #5 & #27)

- (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 #5. Such system is subject to termination by either the Union or the Company as per the terms of LOU #5.

- (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.
- (f) 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 #5 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/Extra Hours

- (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, or at the normal straight-time rate for an employee who is working an extra-hours assignment. If the call out extends beyond their normal eight (8) or ten (10) hour shift then the provisions of Article 11.05(a) apply.
- (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 (Also refer to LOU #11)

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
(Also refer to LOU #6)

- (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.

11.08 Overtime/Extra Hours Cancellation

Where overtime, or extra hours, have been assigned to an employee, and such assignment is subsequently cancelled by the Company within twenty-four (24) hours of the commencement of the assignment, the employee shall be paid two (2) hours at their normal straight-time rate.

Exceptions to the foregoing would be where the cancellation occurs within one (1) hour of the assignment offer, or, where the assignment offer is made on the understanding of possible cancellation (e.g. snow warnings, testing & commissioning, or contingent on parts/contractor availability).

ARTICLE 12.00
SHIFT WORK & NON-STANDARD HOURS

(Also refer to LOU #3, #8, #10 & #32)

12.01 Shift Work

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

Apprentice – Electrical	Relief Instructor – Vehicle
Apprentice –	Maintenance
Elevator/Escalator	Relief Instructor – Vehicle
Control Centre Instructor	Maintenance Hosting
Relief Control Centre	Relief Test SkyTrain Attendant
Instructor	Ride Quality Monitor
Control Operator	Senior Storesperson
Relief Control Operator	SkyTrain Attendant
Test Control Operator	SkyTrain Operations Instructor
Data Entry Clerk	Relief SkyTrain Operations
Electronics Technician	Instructor
Elevator/Escalator Technician	Storesperson
Elevator/Escalator	Certified Storesperson
Serviceperson	Support Equipment
Guideway Labourer	Tradesperson – Guideway
Guideway Serviceperson	Support Equipment
Guideway Technician	Tradesperson – Plant
Machinist	Support Shop Tech. - Electrical
Maintenance Scheduler	Support Shop Tech. - Electronic
Partsperson	Support Shop Tech. -
Certified Partsperson	Mechanical
Plant Serviceperson	Support Shop Serviceperson
Plant Tradesperson	Test SkyTrain Attendant
Power Labourer	Test Technician

Power Serviceperson Power Technician Relief Body Repair Person Relief Instructor – Electronic Systems Relief Instructor – Guideway Relief Instructor – Power Systems	Test Technologist – Electrical/Electronic Test Technologist - Mechanical Truck Shop Tradesperson Vehicle Serviceperson Vehicle Technician Welder
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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) **or twelve (12)** hours of work, exclusive of lunch period, in a calendar day, depending upon the shift arrangement (eight [8] hour, ten [10] hour **or twelve [12] 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

(Also refer to LOU #3 & #10)

- (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.
- (c) Employees who work a majority of the hours of their shift on a Statutory Holiday shall receive 200% for all hours worked on their shift. The shifts for which the 200% is paid shall be deemed to be the designated Statutory Holiday shifts. This provision does not alter the intent of Article 14.

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 **may** 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:

Afternoon	\$1.50/ hr *
Night	\$2.15/ hr **

*** effective Sept. 1, 2009 \$1.55/hr**

**** effective Sept.. 1, 2009 \$2.20/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 \$2.00 per hour.

12.05 Ten Hour Shift Schedules

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

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

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.

12.06 Twelve Hour Shift Schedules

(also refer to LOU #32)

Twelve (12) hour shift schedules 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.

12.07 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.

12.08 Shift Slot Change Procedure

In recognition of the fact that within a department there may be more than one type of shift worked, the Company is prepared to consider requests for shift slot changes when vacancies occur. However, the Company maintains the right to leave slots vacant. Should the Company choose to fill a slot, the following procedure will be followed:

- (a) (i) **Should an employee in a regular slot wish to move to another slot of the same classification within their department, they may place their name on a wait list for the desired shift. When a vacant slot is**

going to be filled, it shall be awarded on a seniority basis from the waitlist in place at the time the decision is reached by the Company to fill the slot. Once the list is removed, no further names may be added, and the senior employee whose name is on the list will be committed to make the requested move.

- (ii) Once the slot change has been made, all other change requests which may have been previously submitted by the selected employee shall be considered as void. Should the employee wish to move to another slot, they must re-submit their name to the wait list for the desired shift.

- (b) Employees occupying a temporary slot must remain in the temporary slot for the duration of the vacancy and are not eligible for further moves unless it comes about as a result of the job selection process.

- (c) Employee requests for shift slot changes shall not be unreasonably denied, provided that the normal shift slot selection of other employees is not adversely affected and operational requirements are met.

- (d) Slot moves shall be effective at the commencement of a pay period. There will be no penalty assessed to the Company for employee change requests which result in irregularities (i.e. short pay periods, more than 6 consecutive days worked, more than eighty hours in a pay period, less than two consecutive days off). A one-time adjustment to the final shift of the previous schedule and first shift of the new schedule may be

necessary in order to accommodate 8 hours off between shifts.

- (e) After step (a) has been completed, an employee entering a department shall, on the basis of seniority, have a choice of those shift slots which have been designated as available at the time of their entry. Should the employee subsequently wish to change their slot, then the procedure as outlined in step (a) shall apply.
- (f) Employees moving from part-time to full-time, or vice-versa, shall be treated in the same manner as new employees entering the department in accordance with item (e).
- (g) Regular part-time employees shall have the ability to sign for slot changes within the part-time schedules. However, part-time employees shall not be permitted to sign wait lists for full time slots and vice-versa.
- (h) Employees who have moved as a result of slot being filled on a temporary basis shall revert back to their regular permanent slot at the completion of the term. As per item (d), any irregularities which may occur as an outcome of such moves, shall not result in a penalty to the Company.

ARTICLE 13.00

VACATIONS

(also refer to LOU #34)

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

(also refer to LOU #34)

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

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

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

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.

- (c) Vacations for full-time/part-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.

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 stands 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:

1st to 7th anniversary	120 hours
8th to 15th anniversary	160 hours
16th to 21st anniversary	200 hours
22nd to 24th anniversary	240 hours
25 th to 29 th anniversary	8 additional hours per year (max 280hrs)

*No proration on 22nd anniversary.

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) Employees with one hundred and sixty (160) hours vacation entitlement and ten (10) 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 twelve (12) month period, vacation entitlement in the vacation year following the return to work 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 a twelve (12) month period, annual vacation entitlement in the vacation year following the return to work 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. **Authorized variations to this date, within individual Departments, may be implemented upon agreement being reached between the Company and the Union.** Employees who fail to indicate their choice(s) by the **specified** 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 **within two (2) weeks of the completion of the vacation sign-up as set out in 13.09 (c) above.**
- (e) Only one (1) 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

(Also refer to LOU #3, #10 & Article 12.03)

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. Only one (1) lieu time 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 lieu time in separate periods shall select in order of seniority as above for each remaining period until their entitlement is chosen.

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 *(Also refer to LOU #3)*

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.

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 rescheduled 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

(Also refer to LOU #9, #15, #23, #26 & Article 13.10)

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:
 - 100% of regular pay on first day
 - 90% of regular pay on the second day
 - 80% of regular pay each day thereafter

2. Second Incident Claimed:
 - 90% of regular pay on first day
 - 90% of regular pay on the second day
 - 80% of regular pay each day thereafter

3. Third Incident Claimed:
 - no pay first day
 - 80% of regular pay for each day thereafter
 - reimbursement of the first day at 60%* of regular pay on the 8th day of continuous absence from work.

*** Effective Jan. 1, 2007: 80%**

4. Fourth 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.
- * Effective Jan. 1, 2007: 80%**

Benefits are payable from the first day of disability due to accident at a rate of 100% of regular pay on the first day, 90% of regular pay on the second day, and 80% of regular pay for each day thereafter. Benefits are payable for a maximum of twenty-six (26) weeks.

In recognition of the fact that some part-time employees work in excess of their regularly scheduled weekly hours, the Parties agree that the Company will amend the Weekly Indemnity plan so that benefits take into account such employees' average weekly hours. Specifically, the first two (2) weeks [e.g. fourteen (14) calendar days] of approved Weekly Indemnity claims will continue to be paid on the basis of regularly scheduled hours. For the remainder of the claim, benefits will be calculated on the basis of the employee's average weekly hours over the twenty-six (26) week period prior to claim commencement, exclusive of overtime. In no case will the Weekly Indemnity calculation be based on anything less than the employee's regularly scheduled hours.

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." The costs for medical forms or letters required for the Weekly Indemnity plan shall be reimbursed by the Company.

15.02 Weekly Indemnity/Workers' Compensation Benefit Advance

An employee who submits a claim for Weekly Indemnity or 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 Weekly Indemnity or WCB program and will not be unreasonably denied.

ARTICLE 16.00
CLOTHING ALLOWANCE
(also refer to LOU #31)

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
- two (2) pairs of shorts
- one (1) hat

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 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 as in either (i) or (ii) below:
- (i) One purchase per twelve (12) months to a maximum of thirty dollars (\$30.00).
 - (ii) One purchase per twenty-four (24) month period to a maximum of sixty dollars (\$60.00). In the event an employee leaves the Company prior to one (1) year from purchasing gloves, thirty dollars (\$30.00) will be recovered from the employee's final cheque.

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

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

- (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 (\$12.00 effective Sept. 1, 2008) 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 per twelve (12) month period to a maximum of one hundred twenty-five dollars (\$125.00).*

*** Effective Sept. 1, 2007 - one hundred thirty-five dollars (\$135.00)**

*** Effective Sept. 1, 2009 - one hundred forty dollars (\$140.00)**

- (ii) One purchase per twenty-four (24) month period to a maximum of two hundred fifty dollars (\$250.00). ** The

acceptable alternative is the purchase of one (1) pair of heavy (winter) and one (1) pair of light (summer) safety footwear per twenty-four (24) month period to a maximum of two hundred fifty dollars (\$250.00) **. In the event an employee leaves the Company prior to one (1) year from purchasing safety shoes, one hundred twenty-five dollars (\$125.00)*** will be recovered from the employee's final cheque.

**** Effective Sept. 1, 2007 - two hundred seventy dollars (\$270.00).**

**** Effective Sept. 1, 2009 - two hundred eighty dollars (\$280.00).**

***** Effective Sept. 1, 2007 - one hundred thirty-five dollars (\$135.00)**

***** Effective Sept. 1, 2009 - one hundred forty dollars (\$140.00)**

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 per twelve (12) month period to a maximum of one hundred dollars (\$100.00) *.

*** Effective Sept. 1, 2007 - one hundred ten dollars (\$110.00)**

*** Effective Sept. 1, 2009 - one hundred fifteen dollars (\$115.00)**

- (ii) One purchase per twenty-four (24) month period to a maximum of two hundred dollars (\$200.00)**. The acceptable alternative is the purchase of one (1) pair of summer and one (1) pair of winter shoes per twenty-four (24) month period to a maximum of two hundred dollars (\$200.00)**. In the event an STA leaves the Company prior to one year from purchasing the shoes, one hundred dollars (\$100.00)*** will be recovered from the employee's final cheque.

**** Effective Sept. 1, 2007 - two hundred twenty dollars (\$220.00)**

**** Effective Sept. 1, 2009 - two hundred thirty dollars (\$230.00)**

***** Effective Sept. 1, 2007 - one hundred ten dollars (\$110.00)**

***** Effective Sept. 1, 2009 - one hundred fifteen dollars (\$115.00)**

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 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 returns 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 approved 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 the rate prescribed in Canada Revenue Agency Guidelines 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	\$10.00
Lunch	\$10.00
Dinner	\$20.00

Total meal expenses shall not exceed \$40.00 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
(Also refer to LOU #12 & Article 24.00)

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 **Workers' Compensation Act**.

18.03 First-Aid Premium

(a) The "First-Aid Regulations" of the **Workers' Compensation Act** 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 **Workers' Compensation Act**.

(c) The Company will encourage employees to qualify for First Aid Certifications 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*

***Effective Sept. 1, 2007:**

Level 2	90¢/hour
Level 3	\$1.05/hour

***Effective Sept. 1, 2009:**

Level 2	\$1.00/hour
Level 3	\$1.20/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**

****Effective Sept.1, 2007:**

Level 2 25¢/hour

Level 3 30¢/hour

****Effective Sept.1, 2009:**

Level 2 28¢/hour

Level 3 33¢/hour

ARTICLE 19.00
LEAVE OF ABSENCE
(Also refer to Article 6.07 & 13.08)

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 (d) 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.

(f) **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 forty-eight (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 (within seven (7) consecutive days from the commencement of the leave) with pay shall be granted to an employee in the event of a death of a spouse, child, mother, father, stepchild, stepmother or stepfather; and up to three (3) days (within seven (7) consecutive days from the commencement of the leave) 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.

It is understood that part-time employees will receive bereavement leave (within seven (7) consecutive days from the commencement of the leave) on the basis of their regularly scheduled hours, plus any previously assigned extra hours in accordance with the foregoing.

When bereavement leave occurs during an employee's annual vacation period or lieu days, they shall be granted vacation or lieu days in addition to their bereavement leave entitlement.

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. Special Leave requests will be submitted to the employee's Supervisor/Manager who will confer with the Human Resources department. Special leave requests will not be unreasonably denied.

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

titled "Employees Involved in Traumatic Incidents" which is in effect as of this date.

NB: TRAINED EMPLOYEE ASSISTANCE COUNSELLORS ARE AVAILABLE 24 HOURS PER DAY AT 732-6933 or 1-800-667-0993.

19.04 Court Leave

- (a) When an 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 night shift workers on court leave will be considered to be on day shift for the block of shifts surrounding the court leave or **other such** arrangements as may be deemed appropriate, **by mutual agreement**.

- (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 serving 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 seventeen (17) weeks, **or that stipulated by Human Resources and Skills Development Canada, whichever is greater**, will be granted to regular employees for maternity reasons. This leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.
- (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 four (4) 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, 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) 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.
- (f) 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.

- (g) 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.
- (h) 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.
- (i) When an employee on maternity leave fails to notify the Company of her desire to return to work in accordance with (f) 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.
- (j) 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.
- (k) 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. Pregnant employees may request temporary transfer, modification of duties, or Leave of Absence subject to the provisions of Company Policy HR-GEN 20.

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 postings.
- (b) In order to qualify for the right to apply for job postings the employee 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 thirty-seven (37) weeks, **or that stipulated by Human Resources and Skills Development Canada, whichever is greater**, leave of absence, without pay, to commence immediately following the date of adoption. An employee shall be entitled to extend the adoption leave by up to an additional five (5) weeks leave, without pay, where the child is at least six (6) months of age before coming into the employee's care and custody and it is certified by a medical practitioner, or the agency that placed the child, that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (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 thirty-seven (37) weeks, **or that stipulated by Human Resources and Skills Development Canada, whichever is greater**, leave of absence, without pay, for the care and nurturing of a new born child. An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks leave, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (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 fifty-two (52) weeks, **or that stipulated by Human Resources and Skills Development Canada, whichever is greater**,

- (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.

19.11 Military Leave

An employee who is called up by the Canadian Military Reserve Service to attend:

- **Rank and Trades Training, or**
- **Annual Field Training**

may request leave of absence with pay, to a maximum of forty (40) hours per year. Such requests must be provided in writing with a minimum of four (4) weeks prior notice and will include supporting documentation from the Military. Approval of such requests will be subject to operational requirements.

When a leave of absence with pay has been granted, the employee will also provide a record of remuneration for the period of leave. Any employee granted leave of absence with pay while serving Military duty shall remit to the Company all monies paid by the Military.

ARTICLE 20.00

TRAINING

(Also refer to LOU #13 & Article 27.00)

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 programs 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).

When it is not practical to offer training to the most senior employee(s) first, such employee(s) will not be disadvantaged with respect to applying Article 7.10(d), in that the lack of such training will not be used as a determining factor. This provision will not apply should an employee decline, or not avail themselves, to take any such training. Nor will this provision apply with respect to the Control Operator training program.

ARTICLE 21.00
GROUP BENEFITS
(Also refer to LOU #9, #15 & #36)

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:

All employees

Principal Amount:

- an amount which is a multiple of \$25,000
 - 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 - \$100 per person or family

- Reimbursement - 100% of emergency out-of-province eligible expenses
- 100% of all other eligible expenses

Pay Direct Card - **will be issued for all active regular employees (excluding retirees). Effective: Feb. 1, 2007.**

Hospital Room & Board

- the additional charge for a semi-private or private room (including the co-insurance charge of BPHP)

Vision Care - up to \$225* per person for the cost of **corrective eyewear** in any 12** month period

* **Effective Jan. 1, 2007: up to \$450**

** **Effective Jan. 1, 2007: 24 month period**

Hearing Aids - up to \$1000 per person **per ear** in any three (3) calendar year period

Orthopaedic Shoes **or Orthotics**

- up to \$500 per adult and \$300 per dependent child

Laser Eye Surgery	-	\$1000 per eye: <ul style="list-style-type: none"> ● Must be referred by an independent optometrist who is a registered practitioner in the Province of British Columbia, and ● must require distance correction of greater than or equal to 2 dioptres in the lowest power meridian ● must check with insurance carrier for details prior to undergoing such treatment.
Eye Exams	-	\$75* per 24 months per person * Effective Jan. 1, 2007: \$90
Massage Practitioner	-	\$800 per calendar year per person
Chiropractor	-	\$500 per calendar year per person
Physiotherapist	-	\$700 per calendar year per person
Podiatrist	-	\$200 per calendar year per person
Acupuncturist	-	\$100 per calendar year per person
Naturopath	-	\$200 per calendar year per person

Oral Contraceptives - included

Maximum Lifetime Benefit
\$1,000,000

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 - 70% of major restorative services (crowns and bridges)
- Part C - 50% for orthodontic treatment

Maximum Lifetime Benefit
- Part C - \$5,000 per person

Retired employees with five (5) or more years of service shall be eligible to receive the following coverage:

Premiums 40% Company paid.

Deductible - Nil
Reimbursement - Part A - 70%
- Part B - 50%

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.

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 **two (2)** or more years of service will receive a transit pass, as well as an additional transit pass for his/her spouse or dependent child.

ARTICLE 23.00
RESPECTFUL WORKPLACE PROGRAM

23.01 Policy

The Company and the Union are committed to providing a workplace where individuals treat one another with respect, dignity and cooperation. A workplace free from harassment is the minimal standard for ensuring a respectful workplace. For specific policy information and guidelines, regarding the Respectful Workplace Program, refer to the B.C. Rapid Transit Company Limited booklet titled "*Your Guide to a Respectful Workplace*". **The Human Resources Manager has overall responsibility for the program.**

23.02 Joint Respectful Workplace Committee

The Parties have agreed to maintain the Joint Respectful Workplace Committee. The Committee is to be made up of two (2) members each from the Company and the Union. Such Committee shall meet periodically and the responsibility of the Committee shall be to:

- (a) recommend amendments and/or modifications to established procedures to deal with complaints and ensure confidentiality for participants;
- (b) recommend amendments and/or modifications to training & development and education & awareness strategies for all employees where deemed necessary;
- (c) develop and recommend an ongoing communications strategy that informs employees of the Program;

- (d) monitor the Program in order to assure the quality of services provided **and make recommendations, as deemed appropriate.**

23.03 Application

- (a) Each employee (bargaining unit and exempt) is responsible for conducting themselves within the spirit and intent of the policy, and for contributing towards a respectful work environment. Responsibility for resolving disagreements, misunderstandings or conflicts is placed primarily with the individuals involved. All employees have a right and responsibility to address workplace disagreements in a manner which promotes resolution rather than retaliation.
- (b) Each Manager, Supervisor, and Union Representative will foster a respectful work environment. If they have knowledge of disrespectful behaviour, including harassment, they will take appropriate and timely action.
- (c) All requests for assistance will be taken seriously and will be handled in a confidential, impartial and timely manner. Disrespectful behaviour, including harassment, is unacceptable. Whenever possible, an informal approach will be taken to resolve disagreements or conflicts fairly and expeditiously. If this is not possible, a Formal Review may be required.
- (d) Retaliation against an individual because they have requested assistance or have provided information is considered a form of harassment and will be dealt with accordingly.

- (e) If it is determined that a complaint has been made maliciously or with intent to harm, disciplinary action will be taken.

ARTICLE 24.00
ACCIDENT/INCIDENT INVESTIGATION
(Also refer to LOU #12 & Article 18.00)

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 investigation 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 recordings 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) Employees 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. **The appropriate Union representative(s) will be advised of such action in a timely manner.**

ARTICLE 25.00
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 26.00
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:
 - 8.0%* of gross earnings Company/5.0% Employee.
 - * **Effective Sept. 1, 2007 – 8.25%**
 - * **Effective Sept. 1, 2008 – 8.50%**
 - * **Effective Sept. 1, 2009 – 8.75%**

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

- (c) A two (2) year vesting period based on the length of continuous service with the Company in accordance with the following formula:
 - 50% vested upon achieving the first (1st) anniversary date of continuous service with the Company.
 - 100% vested upon achieving the second (2nd) anniversary date of continuous service with the Company.

- (d) 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.

- (e) 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 two (2) hour bi-annual retirement planning seminar for employees aged fifty (50) or older. Employees who attend such sessions during regular working hours will be released from work with pay. The Company will endeavour to schedule such sessions at a time when most eligible employees are able to attend during their regular working hours.
- (f) Employees may only resign membership in the plan upon termination of employment with the Company.
- (g) Employees who terminate employment with the Company may elect to withdraw the value of the employee and employer contributions made prior to January 1, 1993 in cash, or to transfer the value of the employee and employer contributions to a reciprocal pension plan or a Registered Retirement Savings Plan. The value of all employee and vested employer contributions made on or after January 1, 1993, may be transferred to a reciprocal pension plan or a locked-in Registered Retirement Savings plan should the employee terminate employment with the Company.
- (h) 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.
- (i) The plan will comply with the requirements of Revenue Canada and any Provincial pension legislation.

(j) Employees who retire may elect to withdraw the cash value of the employee and employer contributions made prior to January 1, 1993 in cash, or to transfer the value of the employee and employer contributions made prior to January 1, 1993 to a non locked-in Registered Retirement Savings Plan.

(k) Pre-Retirement Financial Planning

The Parties agree that employees who are nearing retirement should have the advantage of consulting with a financial planner in order to review their pension plan options. Accordingly, such employees may request that the Human Resources Department facilitate an appointment with an agent/representative of the pension plan insurance company in order that they may meet to discuss their retirement options.

(l) In order to help ensure that employees are equipped to make informed decisions with respect to retirement planning and related savings strategies, subject to reasonable attendance, the Company will sponsor an annual investment information seminar for all employees.

26.02 Temporary Employee Retirement Savings

The Parties have agreed that Temporary employees will be eligible to contribute to the Pension Plan on the following basis:

- Temporary employees must have one (1) month of consecutive service before becoming eligible;
- Contributions are voluntary;
- The contribution rate is set at 2.0%;

- Voluntary contributions of the 2% will be matched by the Company;
- There will be a two (2) year vesting period consisting of:
 - 0% for less than 1 year;
 - 50% for 1 to 2 years;
 - 100% for 2 years or more;
- Upon achieving regular (permanent) status, all contributions must be rolled over into the regular pension plan at which time the regular employee rate of contribution will apply;

26.03 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 27.00
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. It is agreed that such programs will be initiated in consultation with the Union. It is further agreed that the following terms and conditions will be adopted as guidelines for any apprenticeship training.

27.02 Joint Apprenticeship Committee

- (a) For any mutually agreed upon apprenticeship program, BCRTC and CUPE agree to establish a Joint Apprenticeship Committee. Such committee will be comprised of two (2) Union representatives and two (2) Management representatives.
- (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 CUPE LOCAL 7000 who meet the requirements 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 counselling/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 #8 "Shift Development for Regular Employees".
- (c) Should the program be terminated for any reason, apprentices will be considered as on layoff status and will be 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 **E.I./BCRTC** cost sharing.

27.07 Earnings

Apprentices shall earn the following rates if the program is eight (8) terms:

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

Apprentices shall earn the following rates if the program is ten (10) terms:

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
9th 6 months	-	90% of Technician rate
10th 6 months	-	92.5 % of Technician rate

27.08 Trades Classifications

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

ARTICLE 28.00
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

28.01

The Company and the Union agree to maintain an Employee and Family Assistance Program (EFAP) 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.

28.02

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.

28.03

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 EFAP
- the monitoring of services provided by the EFAP organization
- recommendations to the Union and the Company with respect to the EFAP.

28.04

The Joint Committee will also ensure that information regarding the EFAP is available to employees regularly without jeopardizing employee privacy.

APPENDIX 'A'

Non-Administrative Job Titles & Wage Rates

(Also refer to LOU #13, #30, #37 & Article 27.07)

Included in these rates is a Comparator Trade Adjustment of 0.5% effective Sept. 1, 2006; another 0.5% effective Sept. 1, 2007; another 0.5% effective Sept 1, 2008; another 0.25% effective Sept. 1, 2009 for all classifications marked with an asterisk (*).

Job Title	Sept.1 2006	Sept.1 2007	Sept.1 2008	Sept.1 2009
Control Operator	35.69	36.76	37.86	39.00
Relief Control Operator (hired prior to September 1, 2003)	32.12	33.08	34.07	35.09
Relief Control Operator (hired on or after Sept. 01, 2003) – upon hire (80%) - upon completion of Communications Training & 200 hrs Practical Time (85%)	28.55	29.41	30.29	31.20
- upon completion of Communications/ SCADA Training & 200 hrs Practical Time (90%) - upon completion of Communications/SCADA/ ATC Training & 500 hrs Practical ATC Time (95%)	30.34	31.25	32.18	33.15
- upon completion of Communications/SCADA/ ATC Training & 500 hrs Practical ATC Time (95%)	32.12	33.08	34.07	35.10
- upon completion of Communications/SCADA/ ATC Training & 500 hrs Practical ATC Time (95%)	33.91	34.92	35.97	37.05
- upon completion of Communications/SCADA/ ATC Training & 500 hrs Practical ATC Time (95%)	35.69	36.76	37.86	39.00

Job Title	Sept.1 2006	Sept.1 2007	Sept.1 2008	Sept.1 2009
ATC Training & Practical Time and receiving full S.E.S. certification as a Control Operator (100%)				
Test Technologist - Elec.*	35.39	36.64	37.92	39.15
Test Technologist - Mech.*	35.39	36.64	37.92	39.15
Electronic Technician* Elevator/Escalator Technician*	32.99	34.14	35.34	36.49
Power Technician* Support Shop Tech - Electrical*	37.64	38.96	40.32	41.63
Support Shop Tech - Electronic*	32.99	34.14	35.34	36.49
Support Shop Tech - Mechanical*	32.99	34.14	35.34	36.49
Test Technician*	32.99	34.14	35.34	36.49
Vehicle Technician*	32.99	34.14	35.34	36.49
Senior Storesperson*	32.32	33.45	34.63	35.76
Guideway Technician* Support Equipment Tradesperson (Guideway)*	32.15	33.28	34.45	35.58
Machinist*	32.15	33.28	34.45	35.58
Plant Tradesperson* Support Equipment Tradesperson (Plant)*	30.57	31.64	32.75	33.81
Truck Shop Tradesperson*	31.60	32.71	33.86	34.96
Welder*	30.57	31.64	32.75	33.81

Job Title	Sept.1 2006	Sept.1 2007	Sept.1 2008	Sept.1 2009
Certified Partsperson*	29.60	30.64	31.71	32.74
Certified Storesperson*	28.25	29.24	30.27	31.26
Guideway Serviceperson	27.46	28.28	29.13	30.00
Power Serviceperson	27.46	28.28	29.13	30.00
Ride Quality Monitor Support Shop Serviceperson	27.46	28.28	29.13	30.00
Vehicle Serviceperson	27.46	28.28	29.13	30.00
Elevator/Escalator Serviceperson	27.46	28.28	29.13	30.00
Plant Serviceperson	27.46	28.28	29.13	30.00
SkyTrain Attendant	26.27	27.06	27.87	28.71
Guideway Labourer	24.04	24.76	25.50	26.27
Power Labourer	24.04	24.76	25.50	26.27
Parts Driver	20.51	21.13	21.76	22.41

Administrative Job Titles & Wage Rates

Job Title	Sept.1 2006	Sept.1 2007	Sept.1 2008	Sept.1 2009
Control Centre Instructor	38.87	40.04	41.24	42.48
Network Administrator 1	35.63	36.70	37.80	38.93
Network Administrator 2	35.63	36.70	37.80	38.93
IS Analyst	32.67	33.65	34.66	35.70
SkyTrain Operations Instructor	32.67	33.65	34.66	35.70
User Support Analyst	29.96	30.86	31.79	32.74
Buyer	29.96	30.86	31.79	32.74
Draftsperson	27.57	28.40	29.25	30.13
Programmer	27.57	28.40	29.25	30.13
Payroll Clerk	25.39	26.15	26.93	27.74
Scheduling Assistant	25.39	26.15	26.93	27.74
Parts Control Clerk	25.39	26.15	26.93	27.74
Technical	25.39	26.15	26.93	
Documentation Clerk				27.74
Accounts Payable Clerk	23.37	24.07	24.79	25.53
Cost Reporting Clerk	23.37	24.07	24.79	25.53
Shop Clerk - Wayside	23.37	24.07	24.79	25.53
Operations Clerk	23.37	24.07	24.79	25.53
Materials Clerk	23.37	24.07	24.79	25.53
Vehicle Maintenance Clerk	23.37	24.07	24.79	25.53
Support Shop Clerk	23.37	24.07	24.79	25.53
Customer Service Clerk	23.37	24.07	24.79	25.53

Comment: Format correction

Job Title	Sept.1 2006	Sept.1 2007	Sept.1 2008	Sept.1 2009
Secretary/Tech Support	23.37	24.07	24.79	25.53
Secretary/Operations	23.37	24.07	24.79	25.53
Secretary/Safety & Training	23.37	24.07	24.79	25.53
Secretary/Field Operations	23.37	24.07	24.79	25.53
Secretary/Wayside	23.37	24.07	24.79	25.53
Finance Clerk	21.51	22.16	22.82	23.50
Technical Support Clerk	21.51	22.16	22.82	23.50
Data Entry Clerk/Systems Support Clerk	21.51	22.16	22.82	23.50
Data Entry Clerk/Word Proc Operator	19.84	20.44	21.05	21.68
Office Services Clerk	19.84	20.44	21.05	21.68
Receptionist/SwitchBoard Operator	19.84	20.44	21.05	21.68

Comment: Format correction

LETTER OF UNDERSTANDING #1

Time Off for Union Business

The Parties agree that Articles 1.06 and 1.07 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 **(39.10)%**.
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 **(39.10)%** 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 Stewards and Officers of the Union shall not exceed thirty-nine (39) 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
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 #3
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 employee 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 benefits 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 employee 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 benefits on the scheduled work day following the statutory holiday, but works 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 #4
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.

LETTER OF UNDERSTANDING #5
Overtime Equalization For Full-Time Employees

The parties agree to the following overtime equalization procedure for full time employees:

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, unless they have declined in writing to be called for overtime.
- (b) Employees may accept any hours offered. All overtime hours worked, (subject to exclusions contained in this LOU) will be recorded to that employee and a running tally will be kept.
- (c) Overtime assignments will be made by seniority to eligible, qualified employees in order of the least overtime hours to the most overtime hours.
- (d) A listing of all overtime hours worked will be posted in each department on a **weekly** basis.
- (e) Overtime equalization will not be applicable to the assignment of:
 - 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.)
- standby and standby callout
- statutory holiday assignment.

It is understood that overtime equalization does not apply to the allocation of overtime hours to the areas above. However, overtime hours worked in any areas other than statutory holidays will be part of the running total of overtime hours worked by an employee (statutory holidays worked on a scheduled off-day will be part of the running total).

- (f) Overtime accepted and cancelled by an employee will not be considered, unless cancelled within **48** hours of the shifts start time. Overtime cancelled by the Company will not be considered.
- (g) Overtime will be counted as is actually worked, except in the case of employees paid the minimum callout of two hours. In this case, two hours will be counted. Any overtime extensions, reductions, meal breaks, etc. will be considered. Any occurrences of triple time will be counted as regular overtime hours.
- (h) Where overtime is assigned out of order, on a repeated basis, the Union and Company will meet to correct conditions giving rise to such misassignment.
- (i) **Where it can be shown that the responsible supervisor has been given prior notice that overtime has been assigned out of order, and such supervisor does not take remedial action, the grievor shall be paid 100% for all hours lost without requirement to work.**

- (j) Eligibility for overtime will be determined in accordance with current practices. (i.e. off days, rest periods, vacations, etc.) (Also refer to Article 11.04)
- (k) Upon the completion of three (3) years, a trailing reset will commence. For each calendar day moved ahead, a day will fall off the front so that the running total is always for a three (3) year block backwards from the current date.
- (l) New employees will be given the departmental average of overtime hours. **Each time an employee moves from part time to full time they will be given the full time average in effect at the time of the move.** Employees moving from one department to another will carry their hours with them, unless a different system was being used in their home department, in which case they will be given the average of their new department.
- (m) An employee who is ill or absent for less than one (1) year will maintain the hours the employee had when booking off, subject to the trailing reset. After one (1) year of absence, when such employees return, they will be given the departmental average of overtime hours.
- (n) The entire system will be computerized.
- (o) The foregoing procedure is applicable to all departments, unless a department receives unanimous consent to follow a different procedure.

LETTER OF UNDERSTANDING #6
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 their off days to a maximum of 80 hours per pay period.
- Part-Time employees shall not be considered eligible to work for more than six (6) consecutive days unless there is no other option. In such circumstances, the Company will have first exhausted the list of those employees eligible to work the extra-hours assignment who have not worked six (6) consecutive days, and will have exhausted the list of those employees who would be eligible to work the assignment on an overtime basis. Should this not produce the required number of personnel, the Company may then offer the assignment as extra-hours to those employees who have worked six (6) consecutive days.

Voluntary Extra-Hours

1. Extra hours will be assigned amongst eligible, qualified employees starting with the most senior employee, unless they have declined in writing to be called for extra hours.

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

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. 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 #7
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 #8
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 and the Union 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) The Company will meet with the Union no later than December 15th to outline the proposed shift schedules and to explain the rationale behind them. Such shift schedules will be based on assumed service parameters and operational requirements. Should these change prior to February 1st, the Company will immediately advise the Union as to the impact on the proposed shift schedules.

- (c) Upon receipt of the proposed shift schedules, the Union will have until January 15th to review the schedules and to solicit input from the employees.
- (d) The Parties shall meet by January 15th or earlier to discuss the Union's suggestions for improvements to the shift schedules.
- (e) 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. The Company will define the shift schedule most appropriate to operational needs and advise the Union of its decision by February 1st.
- (f) If the Union and the Company agree, the finalized shift schedules will be implemented effective the first day of the first pay period following March 31st.
- (g) If the Union and the Company cannot agree, the Company will define and implement the shift schedule most appropriate to operational needs effective the first day of the first pay period following March 31st.
- (h) 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.
- (i) (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.
- (j) 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. At the end of this period, the Company will meet with the Union to outline the proposed shift schedules and to explain the rationale behind them. The Union will have thirty (30) days to review the schedules and to solicit input from the employees. Immediately following this period, 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. The Company will define the shift schedule most appropriate to operational needs and such schedule shall be implemented in thirty (30) days.

- (k) 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.
- (l) Notice of change is not required where a schedule is varied by mutual agreement between the Union and the Company.
- (m) Should the Company implement a shift change, the vacation sign-up procedure shall be re-implemented for those employees affected.

LETTER OF UNDERSTANDING #9
Joint Attendance Committee

The Company and the Union agree to maintain a joint standing committee comprised of two (2) Union representatives and two (2) Management representatives.

The terms of reference for the Joint Committee will be to review weekly indemnity/long term disability usage and to make recommendations on possible methods of containing sick leave and reducing the overall costs associated with absenteeism. Such recommendations may include: attendance recognition strategies, changes to book-off procedures, attendance awareness initiatives, early intervention, amelioration of contributing workplace factors, attendance improvement incentives, short-term workplace accommodations, etc.

It is understood that the overall benefits set out in Articles 15.00 and 21.05 will not be adversely affected by the Committee's review.

LETTER OF UNDERSTANDING #10
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 hours
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.
 - (c) 12 hours
if the employee was on a 12 hour schedule the shift both before and after the statutory holiday.

- (d) If the employee works two different length shifts before and after the statutory holiday, the employee's banked day or day in lieu will be paid at the lesser of two shift's length.
- 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 22 days prior to the holiday. (When the full shift complement is

required, such notification will also be issued 22 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 12 days of the posting date. *(In Field Operations, employees not interested in working must indicate this within 12 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. *(In Control, COs who are normally scheduled to work, and who have signed the sheet, will be offered the work first on the basis of seniority. RCOs who are normally scheduled to work, and who have signed the sheet, will be offered the work next on the basis of seniority.)*
5. If an insufficient number of people on shift indicate their interest to work, an off day call out will take place, in order of seniority. *(In Control, COs who are eligible to work will be offered the work first on the basis of seniority. RCOs who are eligible to work will be offered the work next on the basis of seniority.)*
6. If this does not produce the required number of employees, the most junior employee(s) will be assigned starting with those who are normally scheduled to work and, if necessary followed by those who are off shift, until the requirement is met. *(In Control, the most junior COs who are normally*

scheduled to work, but who did not sign the sheet, will be assigned first. The most junior COs who are eligible to work, but who are off, will be assigned next. The most junior RCOs, normally scheduled to work, but who did not sign the sheet, will be assigned last.)

7. Should additional personnel be required after the posting process has been completed, the Company will assign the work to employees on other crews in accordance with items 4, 5 and 6 above.
8. 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.
9. 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 #11
Travel Time for Standby Call Outs

The Parties agree that Article 11.03, when read in conjunction with Article 11.06, provides for employees who are on standby, and who are called out, to be paid for travel time from the outset of the telephone consultation. This is to clarify that although the travel time calculation is done at double-time rates for the length of time it takes to travel to work, the Parties agree that it equates to straight-time pay for the trip into work and the return trip home, and will be deemed as such.

Should an employee receive a second call out within forty-five (45) minutes of completing an initial call out assignment, they will receive double-time rates for all hours encompassing the two assignments. Such overtime pay will be calculated from the outset of the telephone consultation for the first call out until the final departure from the jobsite for the second call out.

LETTER OF UNDERSTANDING #12
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) Seven (7) representatives from Management.
 - (b) Seven (7) representatives plus seven (7) alternates elected annually by the respective employees from each of the following areas: Vehicles (1), Wayside (2), Field (2), Control (1), Administration (1).
 - (c) A Chair and a Co-Chair elected annually by the committee from the committee members. Where the Chair is a Management representative, the Co-Chair must be a Union representative and vice-versa. The Chair and Co-Chair positions will be alternated between the Union and Management each year.
 - (d) A representative from the Safety Department 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 and supervisors from each area.
 - (c) Make recommendations to the President to correct hazardous conditions. The President shall review all recommendations and ensure that recommendations approved by the President are implemented on a timely basis.
 - (d) Review reports prepared on industrial accidents involving injury and make recommendations for the correction of problems identified.
 - (e) Review safety concerns which have been referred to the Committee following a departmental response which is unsatisfactory to the employee.
 - (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 supervisors, and if required, a representative from the Safety Department.
 - (g) Meet on a monthly basis, and record and post the meeting minutes.

(h) Promote compliance with the Article and applicable legislation.

(i) In the event a joint Safety Advisory Committee meeting is held outside of a Safety Representative's normal working hours, such time will be paid to the Safety Representative as time worked at applicable rates. In the event a joint safety review is held outside of a Safety Representative's normal working hours, a designated alternate who is working at that time will be requested to attend instead. Where this is not possible, and the Safety Representative must attend outside of normal working hours, such time will be paid to the Safety Representative as time worked at applicable rates. The terms of Article 11.01(f) and LOU 5 will not apply as a result of any overtime paid under this provision.

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 #13
Control Operator Training Rate

Relief Control Operators and Control Operators hired into these positions after September 1, 2003 shall receive the following rates while undertaking the Control Operator certification program:

Upon hire:

- 80% of Certified Control Operator rate

Upon completion of Communications Training & **200 hrs**

Practical Time:

- 85% of Certified Control Operator rate

Upon completion of Communication/SCADA Training & **200**

hrs Practical Time:

- 90% of Certified Control Operator rate

Upon completion of Communication/SCADA/ATC Training & 500 hours Practical ATC Time:

- 95% of Certified Control Operator rate

Upon completion of Communication/SCADA/ATC Training & **1000 hrs** Practical Time and receiving full **BCRTC** certification as a Control Operator:

- 100% of Certified Control Operator rate

The following shall apply to Relief Control Operators and Control Operators hired into these positions prior to September 1, 2003 while undertaking the Control Operator certification program:

- 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).

- 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 #14

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(179)

LETTER OF UNDERSTANDING #15
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 Transitional Work (either the temporary modification to the employee's regular job 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 Transitional Work 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. The Union will be advised of such arrangements, or consulted if a variance in the terms of the Collective Agreement is necessary.

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 #16

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LETTER OF UNDERSTANDING #17

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 \$1.60* per hour for all hours worked as a Leadhand.

* **Effective Sept. 1, 2007: \$1.65 per hour**

* **Effective Sept. 1, 2009: \$1.75 per hour**

LETTER OF UNDERSTANDING #18

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LETTER OF UNDERSTANDING #19
Video Display Terminals (VDTs)

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 #20

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.

1. **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.

2. **Application**

Employees who wish to establish a Job Sharing arrangement must submit a written proposal to the **Union**. **The Union shall then forward to the Company any proposals which they deem appropriate. Such proposals will outline** the feasibility and the operating details necessary to implement; such as commencement day, days and hours worked, absence coverage, and sharing of responsibilities:

- (a) The request for Job Sharing must come from **two (2) qualified individuals; at least one of which must currently occupy the classification which is to be shared. The applicants will acknowledge that they will share one position only and that the other vacated position may be posted as a regular status vacancy. Both applicants must be ready, willing and able to share the position without requirements of any additional training or trial period to meet the full job requirements.**
- (b) **Both employees still retain the right to bid, through the normal bidding procedures, on any position that they are qualified for.**
- (c) **Either employee may terminate the arrangement, at any time, with the understanding that they are also terminating their employment (unless it is to accept another position awarded through the normal bidding process). The remaining employee will then have the choice of finding another qualified employee to share, or reverting to full-time (see " 4. Termination" below).**
- (d) **If the remaining incumbent is able to find another qualified employee to share, who is acceptable to the Company, all of the above will apply.**

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 may terminate such arrangement at any time with appropriate notice.

3. 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) Balance the total hours worked per pay period, or two pay periods, equally between both Parties.
- (c) Submit the scheduled working days of each partner for the sign-up period to the Manager or appropriate person within the department.

Any overtime worked will be accordance with the provisions of Article 11.07 and LOU #6.

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

4. Termination

In the event that Job Sharing of a full-time regular position is terminated **by the Company, the most senior of the incumbents originally from the classification of the shared position shall have vested rights to the position. The provisions of Article 8 will apply to the displaced Job Sharing partner.**

In the event **either** Job Sharing partner **terminates the arrangement (provisions of 2 (c) above apply), the remaining partner** shall have the option of finding a partner suitable to the Company within two (2) weeks or **reverting** to full-time status.

LETTER OF UNDERSTANDING #21

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
Plant 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.

LETTER OF UNDERSTANDING #22
Joint Committee on Employee Security

The Company and the Union have agreed to 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 the Field Operations Manager, the Company Safety Analyst, the Operations Unit Representative, and an Operations Safety Representative.

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. The incidents will be analyzed with a view to identifying patterns and problem areas, as well as to determine the magnitude of the problem.

The Joint Committee shall prepare and submit a periodic report on its findings to the Presidents of the Company and the Union. Such report may include any suggestions the Committee may have with respect to ways of avoiding these types of incidents (e.g.: procedures, training, staff allocation, facilities, etc.).

The Committee shall meet not less than every six (6) months and may invite others to make presentations or provide information as required.

LETTER OF UNDERSTANDING #23
Weekly Indemnity Plan

During negotiations, the Company and the Union both raised concerns with respect to the Weekly Indemnity Plan as set out in Article 15.00. In an effort to address these concerns, the Parties agree that the following provisions relevant to Article 15.01 will apply.

1. Weekly Indemnity claims for the first, second, and third incidents in a year which are for thirty-two (32) hours or less (*in the case of Part-Time employees, three (3) working days or less*), shall be administered and paid directly by the Company. Such claims will be submitted on the standard form to the **Payroll** Department for processing. Where practicable, payment for wage loss shall be in accordance with the regular pay period. **The exception to the foregoing is if the claim is due to an accident, in which case the claim is automatically forwarded to the insurance carrier.**
2. Weekly Indemnity claims beyond the third incident in a year, or for periods in excess of thirty-two (32) hours (*in the case of Part-Time employees, greater than three (3) working days*), shall be submitted to the insurance carrier along with a completed "Attending Physician's Statement". The Company agrees to use its best efforts to ensure the insurance carrier processes such claims in a timely manner. (In recognition of the 12 hour shift worked by Control Operators, the "Attending Physician's Statement will not be required for periods which are thirty-six (36) hours or less on the first and second claims in a year.)

The foregoing provisions are intended to minimize economic

hardship caused by the interruption of earnings, as well as to provide greater accountability on the part of employees.

LETTER OF UNDERSTANDING #24

Casual Employees

With respect to the use of Casual employees, the Parties have agreed to the following provisions on a trial basis during the term of this Collective Agreement, notwithstanding the other provisions of Article 1.13:

1. Upon reaching agreement with the Union, the Company may hire Casual employees to work in the Guideway Department for periods of up to eight (8) consecutive weeks. Such agreement shall not be unreasonably withheld. Periods in excess of eight (8) consecutive weeks may be approved by the Union where it can be demonstrated that doing so is an alternative to contracting the work out.
2. The Company may hire Casual employees to work in administrative capacities for periods of up to, but not exceeding, eight (8) consecutive weeks.
3. At the request of either Party, a meeting will be convened to discuss any matter related to the use of Casuals and/or the operation of this Letter.

LETTER OF UNDERSTANDING #25
Relief Control Operator Program Joint Committee

The Company and the Union agree to establish a Joint Committee to review the Relief Control Operator Program within three (3) months of ratification of this Agreement. Such committee shall be comprised of two (2) Union representatives and two (2) Management representatives. In addition, within sixty (60) days of ratification, the Parties will identify a mutually agree upon third party who will act as a facilitator.

The terms of reference for the Joint Committee will be to review the current Relief Control Operator (RCO) Program and make recommendations on how the program can be improved. This shall include:

- the currency requirements to maintain the necessary skills for each work station;
- the conditions under which RCOs will be utilized to meet coverage requirements;
- the size of the RCO pool necessary to meet relief coverage requirements as well as future full-time staffing needs predicated by expansion and turnover;
- methods of minimizing the impact of the RCO pool on other departments;
- the method of assigning work so as to attempt to maintain an equitable distribution of hours;
- a plan for phasing in the implementation of a revised RCO Program.

The Joint Committee will make recommendations to the Company and Union Executive within nine (9) months of ratification of this

Collective Agreement. Should the Committee fail to reach agreement in accordance with the above terms of reference, the mutually agreed upon facilitator will make written recommendations to the respective Executive Committees.

Where either or both Executive Committees have concerns regarding any, or all, of the recommendations, such recommendation(s) will not be implemented until such concerns are addressed to the mutual satisfaction of the Parties. The facilitator will remain seized to assist in addressing any concerns (if any).

LETTER OF UNDERSTANDING #26
Weekly Indemnity Appeal Process Joint Committee

The Company and the Union will establish a Weekly Indemnity Appeal Process Joint Committee within one (1) month of ratification of the Agreement. Such committee shall be comprised of two (2) Union representatives and two (2) Management representatives.

The terms of reference for the Joint Committee will be to develop a mutually acceptable appeal process for employees whose Weekly Indemnity claims are either denied, or terminated, on the grounds that they are not totally disabled as per the terms of the Insurance Policy. Such WI Appeal Process shall embody the following considerations:

1. A mutually agreed upon independent physician, with expertise in occupational health, will be selected by the Union and the Company to provide decisions on whether employees, whose Weekly Indemnity claims are either denied or terminated, are totally disabled.
2. In making a determination of total disability, the physician will meet with the employee and may conduct a physical examination(s), require laboratory tests, refer the employee to a specialist, consult with the employee's family physician and/or obtain additional information regarding the employee's education, training, and experience, along with the requirements of their jobs.
3. The Company and the Union will share equally the costs of all fees and expenses submitted by the agreed upon independent physician.
4. Employees must have exhausted the normal claim process with the insurance carrier (i.e. provided all requested medical information, clinical notes, etc., plus attended any

independent medical examinations requested by the carrier) prior to making a WI Appeal.

5. Employees, or the Union on an employee's behalf, must make written application of appeal to the Manager of Human Resources, attaching a signed standard written release authorizing the carrier and the Company to provide all relevant documentation to the selected independent physician who will be reviewing the appeal. The Union will be advised of any appeals.
6. Short-term disabilities from which the employee has already recovered, and for which there is no objective medical evidence supporting total disability, will not be covered under the WI Appeal Process.
7. The WI Appeal Process will set out the deadline for submitting an appeal (i.e. within thirty (30) calendar days of denial, or termination), along with the time frames for the referral and appointment with the agreed upon independent physician.

The Joint Committee will make recommendations to the Company and the Union Executive within five (5) months of ratification of this Collective Agreement for implementation within one (1) month. The agreement will be in effect for the life of this Collective Agreement. It shall remain in effect from year to year thereafter, unless one of the Parties to this agreement serves notice of intention to terminate. Notice of such intention must be served in writing to the Party a minimum of thirty (30) calendar days prior to the implementation anniversary date, which will be effective date of termination.

LETTER OF UNDERSTANDING #27
Article 11.04(d) – Post Shift Overtime

The parties have discussed the application of the three (3) hour post shift overtime limit and agree that unforeseen circumstances may occur in Field Operations that warrant extension of the three (3) hour limit. Where the unforeseen happens, and the post shift overtime shall be less than four (4) hours, the parties agree this will be acceptable. This LOU will not be used to circumvent off-day call outs and will be used during non-revenue hours only.

The foregoing will also apply in Vehicle Maintenance with respect to First Aid coverage.

The parties agree this LOU shall be used as a trial period for the life of the Agreement to monitor the usage of this provision.

LETTER OF UNDERSTANDING #28

Deleted

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LETTER OF UNDERSTANDING #29
Regular Employee(s) on Temporary Capital Projects

With respect to the use of Regular employee(s) who are selected in accordance with Articles 7.10 and 7.16 to work on a temporary capital project, the parties agree to the following provisions on a trial basis during the term of this Collective Agreement.

Notwithstanding any other provision of this Collective Agreement:

1. Affected employee(s) will be informed of the anticipated length of said project and will work to a specific work schedule.
2. Such schedule may be amended upon consultation with the affected employee(s) and with one (1) week's notice to the employee(s).
3. The possibility of such a schedule change shall be referenced in the job posting, during the interview, and in the Letter of Offer.
4. If the project extends beyond the posted length, the affected employee(s) will be consulted and will have the option of agreeing to work the extension or returning to their Regular position.
5. The intent of this Letter is to encourage the parties to utilize the expertise of Regular employees and as an alternative to contracting out.

LETTER OF UNDERSTANDING #30 (New)
Elevator/Escalator Technician Wage Increase

The Company has recognized that the viability of its Elevator/Escalator Department is threatened due to the current labour market demand for qualified elevator/escalator repair and maintenance personnel. Consequently, and in the exercise of management rights under the Collective Agreement, the Company has proposed that an adjustment in wages for the Elevator/Escalator Technician classification is necessary. This Letter of Understanding supersedes the LOU dated November 24, 2004 that dealt with the same subject matter on an interim basis. The Union recognizes the issue and the effort of the Company in dealing with the matter of the wage increase and accepts the amendment to the agreement.

The Parties agree the Company will implement the revised wage increase effective June 1, 2006. The wage increase is without prejudice to either Party's position, and does not comprise a precedent to reopen or review other wages and/or working conditions in any other non-administrative classification (with the exception of the Elevator/Escalator Apprentices, who will receive the stipulated percentage of the revised rate as per Article 27.07 of the Collective Agreement).

Effective June 1, 2006, all those employees who are currently employed in, or who are hired into the Elevator/Escalator Technician classification will be paid at the rate of \$37.64 per hour. The Parties agree that incumbents of the Elevator/Escalator Technician classification (including the Elevator/Escalator Apprentices) will not be entitled to receive

any general wage increase that may possibly be negotiated for the first renewal year of the Collective Agreement which will come into effect September 1, 2006. However, they will be entitled to any general increases or improvements that may be negotiated with respect to premiums and/or any benefits which may occur in said first renewal year. The incumbents will be eligible to receive any general wage increases or improvements to premiums or any benefits which may be negotiated in subsequent years of the aforementioned renewal Collective Agreement.

The Company has made the foregoing final and best effort offer in the spirit that those employees who are currently employed in the Elevator/Escalator Technician classification (including the Elevator/Escalator Apprentices) remain committed to ongoing employment with SkyTrain. Furthermore and in the spirit of the LOU, both the incumbents and the Union will endeavour to assist in attracting qualified applicants for Elevator/Escalator Technician vacancies. On the basis of these understandings, the Company and the Union agree that there will not be an attempt to revisit the wage rate for the Elevator/Escalator Technician classification during the life of the renewal Collective Agreement which will come into effect September 1, 2006.

Originally Signed: June 15th, 2006

LETTER OF UNDERSTANDING #31 (NEW)
Joint Uniform Committee

The Company and the Union agree to maintain a joint Uniform Committee for the purpose of providing STA's with the most practical and professional uniform possible. The Committee shall be comprised of the Manager, Field Operations, a Field Supervisor, four (4) SkyTrain Attendants, (ideally two male, two female), supported by the Materials Clerk as required.

The Committee will normally meet twice per year to discuss significant uniform deficiencies and make recommendations for improvements to the current uniform issue to the Company. Additional meetings may be scheduled if required. The Committee will be chaired by the Manager, Field Operations. The Secretary will be a Union representative.

The Company will consider all recommendations made by the Committee where practical, within budgetary constraints and, in accordance with established uniform policies. Additionally, the Committee may make recommendations for revising uniform policies as appropriate.

In the event the Company decides to change the overall uniform design, the Committee will participate in reviewing design concepts, encouraging input from all STA's on the design concepts, assisting with sampling and sizing of new uniforms, providing feedback from STA's at Committee meetings and, assisting in sourcing new products or supplier(s). It is acknowledged that additional meetings may be required for this purpose.

For consistency, should a complete re-design of the uniform be undertaken, Company and Union representation on the Committee should not be changed until the design phase of the process has been completed.

LETTER OF UNDERSTANDING #32 (New)
Pay Averaging and Comp Time for Control Operators

As per Article 12.06, a twelve (12) hour shift has been implemented for Control Operators. Scheduled working hours shall be the equivalent of eighty (80) hours per pay period averaged over a fifty-two (52) week year. A total of 2080 hours shall constitute a work year.

With "pay averaging", Control Operators' pay will be based on eighty (80) hours per pay period. To accomplish this, "Comp(ensation) Days" will be used to ensure that there are no more than 2080 regular hours scheduled over 26 pay periods. Comp Days will in effect become scheduled days off. The number of Comp Days will be calculated for each Control Operator at the beginning of the schedule year.

Comp Days will be booked at vacation sign-up after all vacation and lieu time have been signed.

Due to the fact that Comp Days are scheduled days off:

- Control Operators are entitled to work Overtime on any of their Comp Days;
- Control Operators are not paid by either the Company or the insurance company for any sick time which occurs on a Comp Day, nor can the employee cancel a Comp Day in order to be paid;
- Comp Days will not be carried forward from one schedule year to the next;
- Comp Days cannot be changed into Vacation or Lieu or vice versa;

Adjustments may be required if the employee changes shift

or enters the Control Department part way through the schedule year. Adjustments will, whenever possible, be made in the same schedule year.

If a Control Operator leaves the Company or moves to another department, their Comp Time hours must be reconciled. Should the employee owe the Company, the hours will be deducted from their pay. If the Company owes the employee, such time will be paid to the employee at straight time.

LETTER OF UNDERSTANDING #33 (New)
Automation of Overtime /Extra Hours Assignment Process

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 for the purpose of reviewing the practicality of adopting an automated system for improving the Overtime/Extra Hours assignment process. The Committee shall be comprised of three (3) Union representatives and three (3) Management representatives, supported by a Scheduling Assistant as required.

The terms of reference shall be to carry out research, formulate methods and recommend to the Company and the Union an automated system for conducting Overtime/Extra Hours call-outs. The aim of this system will be to increase the accuracy and efficiency of the "call-out" procedures. The Committee will meet, schedules permitting, frequently enough to have a workable recommendation within twelve (12) months of ratification.

Although the highest priority will be in Field Operations and in Control, it is the intention that this system will be available to be implemented Company wide.

LETTER OF UNDERSTANDING #34 (New)
Vacation Entitlement for P/T Regulars in F/T Temporary
Positions

The Company and the Union have discussed the application of Article 13.02 in regard to P/T Regular employees holding F/T Temporary positions. Accordingly, the Parties have agreed to expand the opportunities to take vacation commensurate with the amount of regular hours they work in such assignments.

Effective ratification of this Collective Agreement, P/T Regular employees occupying F/T Temporary positions will be given the option of:

1. earning P/T vacation under the provisions of Article 13.02(b) and being paid out the difference 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, or;
2. earning P/T vacation under the provisions of Article 13.02(b) and earning additional vacation entitlement upon the completion of each two (2) months of F/T employment. Any unused additional vacation entitlement remaining at the end of the vacation year will be paid out in the first full pay period following March 31st.

LETTER OF UNDERSTANDING #35 (NEW)

Relief Supervisors

When required by the Company, employees shall be offered the assignment of Relief Supervisor. Two of the main purposes of the Relief Supervisor position are:

1. to provide relief supervisory coverage in the absence of a Regular Supervisor, subject to the terms of Article 6.11; and,
2. to allow the Company and the employee to test the suitability of the position and the individual.

Relief Supervisors shall perform the tasks normally carried out by Supervisors such as organize and direct staff, as well as attend meetings on their behalf.

During such temporary promotions out of the bargaining unit, Relief Supervisors shall not undertake disciplinary action. They will, however, be expected to respond to all issues and deal with them appropriately. Situations which may warrant investigation to determine if disciplinary action is appropriate shall be reported by the Relief Supervisor to the appropriate Manager for action.

LETTER OF UNDERSTANDING #36 (New)
Substance Abuse Treatment Program Payment

The Union and the Company have a shared interest in ensuring that appropriate assistance is available to employees with identified substance use disorders. To this end, the Parties agree that the payment for recommended residential treatment programs should not be a barrier to an employee's recovery. Accordingly, the Parties agree that:

- **Upon request from the employee and confirmation of acceptance by the treatment facility, the Company will provide an interest free loan to a maximum of \$2,500 to cover the admission fee for the recommended twenty-eight (28) day treatment program;**
- **The employee will sign a Reimbursement Agreement authorizing the Company to recover the debt by payroll deduction upon the employee's return to work.**
- **The Company will rebate 50% of the value of the loan to the employee upon the successful completion of his/her eighteen (18) month monitoring agreement. It is understood that this incentive will not be offered on more than one (1) occasion during the term of an employee's employment with the Company.**

LETTER OF UNDERSTANDING #37 (NEW)
Guideway Technician Wage Rate Review

After having listened to the presentation with respect to the Guideway Technician rate of pay, the Company has agreed to refer the matter to Mr. Vince Ready (the original Arbitrator) for review. Mr. Ready will be asked to conduct a review based on the job duties and requirements for the classification, along with internal and external comparisons. The Parties agree that application to Mr. Vince Ready (the original Arbitrator) will be made within thirty days of ratification requesting him to conduct said review.

The Parties will make written submissions to Mr. Ready within thirty days of his agreeing to conduct the review. The parties will then be provided with another thirty days to respond to each other's submissions. Mr. Ready will consider said submissions and render a binding recommendation on the rate of pay within a further thirty days.

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