

AGREEMENT

Between

BC Transit 

and


CAW TCA
CANADA

Local 333

Relating to

WAGES and WORKING CONDITIONS

EFFECTIVE DATE: 2001-04-01

EXPIRY DATE: 2004-03-31

TABLE OF CONTENTS

GENERAL ITEMS.....	2
1.00 COVERAGE, DURATION AND EFFECT	2
1.01 Coverage	2
1.02 Duration of the Agreement	2
1.03 Reopening of the Agreement.....	2
1.04 Retroactive Pay	2
1.05 Rounding	3
2.00 UNION RECOGNITION AND SECURITY	3
2.01 Recognition.....	3
2.02 Security.....	3
2.03 Assignment of Fees, Dues and Assessments	3
2.04 Probationary Period for New Employees.....	4
2.05 Advising the Union of New Employees.....	4
2.06 Leave of Absence for Union Business.....	4
2.07 Work Contracted Out.....	5
2.07.1 Current Work.....	5
2.07.2 Future Work.....	6
2.08 Sexual Harassment.....	7
2.09 Picket Lines	7
3.00 SETTLEMENT OF GRIEVANCES	7
3.01 Definitions	7
3.02 No Interference or Stoppage of Work.....	7
3.03 Grievance Procedure.....	7
3.03.1 First Stage	7
3.03.2 Second Stage	8
3.03.3 Policy Grievance	8
3.03.4 Final Stage – Arbitration.....	8
3.04 Grievance Mediation	9
3.05 Time Limits	10
4.00 WORKING PRACTICES	10
4.01 Technological Change.....	10
5.00 RULES AND REGULATIONS	11
6.00 REPORTING TIME.....	11
6.01 Reporting for Court Appearance.....	11
6.01.1 Witness Pay.....	11
6.01.2 Jury Duty.....	12
6.02 Reporting in Connection with Claims and Accidents.....	12
6.03 Reporting for Other Employer Business.....	13
6.04 Call-Ins.....	13
7.00 DISCIPLINARY ACTION.....	13
7.01 Other Employment.....	13
7.02 Complaints to be in Writing.....	13
7.03 Employee Records	14
8.00 VACANCIES, PROMOTION AND LAY-OFFS	14
8.01 Job Vacancies.....	14
8.02 Promotion Date	14
8.03 Lay-off and Recall	14
8.03.5 Bumping Rights	15
8.04 Seniority.....	17
9.00 ANNUAL VACATIONS.....	17

Table of Contents

9.01	<i>Definitions</i>	17
9.02	<i>Vacation Entitlements</i>	17
9.03	<i>Calculation of Vacation Pay</i>	18
9.03.1	General Rule	18
9.03.2	On Termination.....	18
9.03.3	Part-Time Employees	18
9.04	<i>Proration of Annual Vacation Entitlement Because of Absences</i>	19
9.05	<i>Vacation, Statutory Holiday Block and Sick Leave</i>	19
9.06	<i>Vacation Banking</i>	19
10.00	STATUTORY HOLIDAYS	20
10.01	<i>Definition of Statutory Holidays</i>	20
10.02	<i>Payment for Statutory Holidays</i>	20
10.02.1	Eligibility for Payment	20
10.03	<i>Working on a Statutory Holiday</i>	21
11.00	LEAVE OF ABSENCE.....	21
11.01	<i>Application and Approval for Leave of Absence</i>	21
11.02	<i>Length of Leave of Absence</i>	22
11.02.2	Driver's Licence Suspension	22
11.03	<i>Bereavement Leave</i>	22
11.04	<i>Pregnancy Leave of Absence</i>	23
11.05	<i>Parental Leave</i>	24
11.06	<i>Duties of Employee and the Employer</i>	25
11.07	<i>Homecoming leave</i>	25
12.00	WAGE PROTECTION PLAN	26
12.01	<i>Definitions</i>	26
12.02	<i>Short Term Disability Plan</i>	26
12.02.3	Sick Leave Credit Days	26
12.03	<i>Long Term Disability Plan</i>	27
12.04	<i>Confidentiality of Medical Information</i>	27
12.05	<i>Severance Pay</i>	27
12.06	<i>Welfare Plans Committee</i>	28
12.07	<i>Disputed Workers' Compensation Board Claims</i>	28
12.07.3	Workers Compensation Board Payments.....	28
13.00	MEDICAL, DENTAL, AND LIFE INSURANCE.....	28
13.01	<i>Basic Medical Coverage</i>	29
13.02	<i>Extended Health Benefits</i>	29
13.03	<i>Dental Plan</i>	29
13.04	<i>Dental Plan - Retired Employees</i>	30
13.05	<i>Group Life Insurance</i>	30
13.06	<i>Voluntary Group Life Insurance</i>	30
13.07	<i>LOA Without Pay for More than 15 Days in Any Calendar Month</i>	30
13.08	<i>Travel Accident Insurance</i>	31
13.09	<i>CAW Trustee to BC Transit Employees' Health and Benefit Trust</i>	31
14.00	TRANSIT PASS.....	31
14.01	<i>Penalty for Wrongful Use of Pass</i>	31
14.02	<i>Eligibility for Transit Pass Upon Retirement</i>	31
15.00	SAFETY	31
15.01	<i>Occupational Health and Safety</i>	31
15.02	<i>Safety Shoes - Cost Sharing</i>	32
15.03	<i>First Aid Allowances</i>	33
16.00	PAYMENT OF WAGES.....	33
16.01	<i>Issuing Pay Cheques - Shift Workers</i>	33
17.00	TEMPORARY EMPLOYMENT	34
18.00	TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT	34

Table of Contents

19.00	TIME SLIPS.....	34
20.00	SPECIFIC MATTERS OF AGREEMENT.....	34
21.00	INTERPRETATION OF AGREEMENT.....	35
22.00	PENSION PLAN.....	35
23.00	VIOLENCE IN THE WORKPLACE.....	36
24.00	EMPLOYEE AND FAMILY ASSISTANCE PROGRAM.....	37
OPERATIONS.....		39
1.00	HOURS OF WORK.....	39
1.01	<i>Work Day and Work Week.....</i>	39
1.02	<i>Definition of Runs.....</i>	39
1.02.1	Index Run.....	39
2.00	ASSIGNMENT OF WORK.....	39
2.01	<i>Sign-up.....</i>	39
2.01.1	Sign-up Relief.....	39
2.01.2	Operators Transferred to the Inactive List.....	40
2.01.3	Payment for Union Representatives at Sign-up.....	40
2.02	<i>Running Sheets - Definition and Construction.....</i>	40
2.02.1	Union Sheet Committee.....	40
2.02.2	Running Sheets - Frequency.....	41
2.02.3	Running Sheets - Changes.....	41
2.02.4	Length of Runs.....	41
2.02.5	Training Rates of Pay for Existing Operators Breaking in on Existing and New Routes.....	41
2.02.6	Training/Orientation.....	41
2.02.7	Special Category Runs.....	42
2.03	<i>Service Review Committee.....</i>	42
2.03.1	Objective.....	42
2.03.2	Committee Membership.....	42
2.03.3	Terms of Reference.....	42
2.03.4	Committee Procedures.....	43
2.03.5	Relationship with Sheet Review Process.....	43
2.04	<i>Notice of Return to Work Following Leave of Absence.....</i>	43
2.04.1	Sick Report Time.....	43
2.04.2	Sleeper.....	44
2.04.3	Unscheduled Transit Service Delays.....	44
2.05	<i>Availability for Overtime Work.....</i>	44
3.00	METHOD OF PAYMENT.....	44
3.01	<i>Payment for Overtime Work.....</i>	45
3.01.1	Payment for Work on Sundays and Statutory Holidays.....	45
3.01.2	Payment for Callout on a Day Off.....	46
3.03	<i>Spreadover Premium for Split Shifts.....</i>	46
3.04	<i>Minimum Pay for Short Pieces of Work.....</i>	46
3.04.1	Single Pieces of Work.....	46
3.04.2	Two Pieces Separated by 15 Minutes or Less.....	46
3.04.3	Two Pieces Separated by More than 15 Minutes.....	47
3.04.4	Extended Work.....	47
3.05	<i>Pay Protection on Temporary Change of Work.....</i>	47
3.06	<i>Report Time and Lay-up Time.....</i>	48
3.06.1	Report Time.....	48
3.06.2	Lay-up Time.....	48
3.06.3	Farebox Changes.....	48
3.07	<i>Travel Time.....</i>	48
3.07.1	Definition of Travel Time.....	48
3.07.2	Travel Time Application.....	49
3.08	<i>Make-up Time.....</i>	50
3.09	<i>Training Premium.....</i>	50

Table of Contents

4.00	LAVATORIES	50
4.02	<i>Lavatory Committee</i>	50
5.00	UNIFORMS	51
5.01	<i>Cleaning Allowance</i>	51
6.00	NEW OPERATING CENTRES.....	51
7.00	TEMPORARY PROMOTIONS.....	51
8.00	SHIFT PREMIUMS	52
9.00	ONE-DAY ANNUAL VACATION.....	52
10.00	SPAREBOARD RULES.....	52
10.01	<i>Spareboard</i>	52
10.01.1	<i>Spareboard Operators - Days Off</i>	53
10.02	<i>Spareboard Guarantee</i>	53
10.03	<i>Trippers, Specials and Split Work</i>	53
10.04	<i>Spareboard Qualifications</i>	53
10.05	<i>Additional Work</i>	54
10.05.2	<i>National Safety Code Exception</i>	54
10.06	<i>09:00 Sign-Up</i>	54
10.07	<i>13:15 Sign-Up</i>	56
10.07.4	<i>Letter Choices and Work Allocation</i>	56
10.08	<i>General Rules</i>	58
10.09	<i>Work Signed in Error</i>	59
10.10	<i>Spareboard Operators Forced Onto Work</i>	60
10.11	<i>Dropping Seniority for Leaves of Absence (LOA)</i>	60
10.11.1	<i>Same Day LOA Request</i>	60
10.11.2	<i>Next Day LOA Request</i>	60
10.12	<i>Allocation of Overtime</i>	60
11.00	COMPRESSED WORK WEEK RULES	61
11.01	<i>Application</i>	61
11.02	<i>Reporting for Court Appearance</i>	61
11.03	<i>Annual Vacation</i>	61
11.04	<i>Statutory Holidays</i>	61
11.05	<i>Wage Protection Plan</i>	62
11.06	<i>Benefit Premiums for Leaves of Absence of 15 Days or More</i>	62
11.07	<i>Work Week</i>	62
11.08	<i>Work Days in a Pay Period</i>	62
11.09	<i>Length of Runs Exclusion</i>	62
11.10	<i>Definitions</i>	62
11.11	<i>Travel Time</i>	63
11.12	<i>Make-Up Time</i>	63
11.13	<i>Overtime</i>	63
11.14	<i>Spreadover Premium</i>	63
11.15	<i>Compressed Work Week Indexes and the Spareboard</i>	63
11.16	<i>Maximum Number of Compressed Indexes</i>	64
12.00	BANKED OVERTIME.....	64
MAINTENANCE.....		66
1.00	HOURS OF WORK	66
1.01	<i>Work Day and Work Week</i>	66
1.01.1	<i>Work Day Start & Finish Time Adjustment</i>	66
1.02	<i>Hours of Work - Garages</i>	66
1.02.1	<i>Daypersons</i>	66
1.02.2	<i>Other Shifts</i>	66
1.03	<i>Modified Work Day for Maintenance Employees</i>	66
1.03.1	<i>Definitions and Interpretations</i>	66

Table of Contents

1.03.2	Average Workday.....	67
1.03.3	Scheduled Hours of Work.....	67
1.03.5	M Day Entitlement.....	67
1.03.8	M Day Bank Maximum Hours.....	67
1.03.9	Payment for Overtime Work - Except Sundays.....	67
1.03.10	Payment for Work on Sundays.....	67
1.03.11	Shift Premiums.....	67
1.03.12	Tool Allowance.....	68
1.03.13	M Day Bank Exclusions.....	68
1.03.14	Use of Excess Time in M Day Bank.....	68
1.03.15	Annual Vacation Entitlements.....	68
1.03.16	Annual Vacation and M Days.....	68
1.03.17	Random Days of Annual Vacation.....	68
1.03.18	Statutory Holidays.....	69
1.03.19	Wage Protection Plan Absences.....	70
1.03.21	X Employee Working Scheduled M Day.....	70
1.03.22	Other Employees Working M Day.....	70
1.04	<i>Modified Work Day for Interior Bus Cleaners</i>	70
1.04.1	Definitions and Interpretations.....	70
1.04.2	Average Workday.....	71
1.04.3	Scheduled Hours of Work.....	71
1.04.5	M Day Entitlement.....	71
1.04.8	M Day Bank Maximum Hours.....	71
1.04.9	Payment for Overtime Work - Except Sundays.....	71
1.04.10	Payment for Work on Sundays.....	71
1.04.11	Shift Premiums.....	71
1.04.12	M Day Bank Exclusions.....	72
1.04.13	Use of Excess Time in M Day Bank.....	72
1.04.14	Annual Vacation Entitlements.....	72
1.04.15	Annual Vacation and M Days.....	72
1.04.17	Statutory Holidays.....	72
1.04.18	Wage Protection Plan Absences.....	74
1.05	<i>Unscheduled Days of Annual Vacation</i>	74
1.05.4	Annual Vacation.....	74
1.06	<i>Vacation Deferral</i>	75
1.07	<i>Reporting Late</i>	75
1.08	<i>Notice to Return to Work</i>	75
2.00	ASSIGNMENT OF WORK	75
2.01	<i>Maintenance Garage</i>	75
2.01.1	Garage Sign-ups.....	75
2.01.2	X Maintenance Employees.....	76
2.01.3	Days Off - X Employees.....	76
2.01.4	Operations Changes - Garages.....	76
2.01.5	Assignment of a New Employee.....	76
2.01.6	Assignment of Other Employees.....	76
2.02	<i>Assignment of Overtime Work - Shops and Garages</i>	77
2.02.2	Incidental Overtime.....	77
2.02.3	Scheduled Overtime.....	77
2.02.4	Notice to Work Overtime.....	78
2.02.5	Twenty (20) Hour Limit.....	78
2.03	<i>Shift Trading Rules</i>	78
2.04	<i>Night Shift Mechanic Working Statutory Holiday</i>	78
3.00	METHOD OF PAYMENT	78
3.01	<i>Payment for Overtime Work</i>	78
3.01.1	Payment for Overtime Work - Except Sundays.....	78
3.01.2	Payment for Work on Sundays - Garages.....	79
3.01.3	Payment for Callout on a Day Off.....	79
3.01.4	Payment of a Callout.....	79

Table of Contents

3.01.5	Pay for Training	79
3.01.6	Pay for Time Changes	79
3.02	<i>Payment of Wages and Cheque Cashing Facilities</i>	80
3.03	<i>Temporary Relief on a Higher Paid Job</i>	80
3.04	<i>Travel</i>	80
3.04.1	Travel by Garage Department Employees	80
3.05	<i>Meals and Rest Period</i>	80
3.05.1	Meals - Overtime Worked Following a Normal Shift	80
3.05.2	Meals - On Callouts	80
3.05.3	Meals - Overtime Within 24 Hours of Normal Start Time	80
3.05.4	Meals - Missed on a Normal Shift	80
3.05.5	Rest Periods	80
3.06	Shift Premium - Shops and Garages	81
3.07	<i>Other</i>	81
4.00	TRANSFER, PROMOTION AND LAYOFF	81
4.01	<i>Shift Vacancies Between Sign-ups</i>	81
4.01.6	Transfer to Another Classification	81
4.02	<i>Failure to Qualify After Promotion - Maintenance Garages</i>	81
5.00	CHARGE HANDS	82
5.01	<i>General Responsibility of Charge Hands</i>	82
5.02	<i>Charge Hand - Definition</i>	82
5.03	<i>Duty of Other Employees</i>	82
5.04	<i>Selection of Charge Hands</i>	82
5.05	<i>Charge Hands Wage Rates</i>	82
5.06	<i>Estimation of Accident Damage</i>	82
6.00	TRAINING PROGRAMS	83
6.01	<i>Apprentice Training Program and Committee</i>	83
6.02	<i>Settlement of Differences</i>	83
6.03	<i>Duties and Training of Apprentices</i>	83
6.04	<i>Placement on Completion of Training</i>	83
6.05	<i>Failure</i>	83
6.06	<i>Seniority</i>	83
6.07	<i>Apprenticeship Act</i>	84
7.00	FIRST AID	84
8.00	CLOTHING	84
8.01	<i>Coveralls</i>	84
8.02	<i>Gloves</i>	84
8.03	<i>Winter Clothing</i>	84
9.00	TOOLS	84
9.01	<i>Tool Allowance</i>	84
9.02	<i>Tool Insurance</i>	85
10.00	JOB CLASSIFICATIONS - GARAGES	85
10.01	<i>Trades</i>	85
10.02	<i>Servicepersons</i>	85
10.03	<i>Utilityperson</i>	85
10.04	<i>Preparatory Painter</i>	86
10.05	<i>Bus Dispatchers</i>	86
10.06	<i>Interior Bus Cleaners</i>	86
10.07	<i>Incidental Work</i>	86
11.00	JOB CLASSIFICATIONS - TRANSPORTATION BLDG MAINTENANCE	86
11.01	<i>Job Classifications</i>	86
11.02	<i>Janitor Hours of Work</i>	86
11.03	<i>Rest Periods</i>	86
12.00	X EMPLOYEE WORK PRACTICES	87

Table of Contents

12.01	General	87
12.02	Relief Work of More than Seven Days	87
12.03	Relief Work of Seven Days or Less	88
13.00	MAINTENANCE CONSULTATIVE COMMITTEE	88
14.00	BANKED OVERTIME.....	88
WAGE SCHEDULE.....		90
SIGNATURE PAGE.....		93
LETTERS OF UNDERSTANDING		94
	<i>LOU #1 – REHABILITATION COMMITTEE.....</i>	<i>94</i>
	<i>LOU #2 - EARLY RETIREMENT/LTD "TOP-UP"</i>	<i>95</i>
	<i>LOU #3 - HEALTH AND BENEFIT PLAN AND TRUST FUND</i>	<i>96</i>
	<i>LOU #4 - CALL-INS</i>	<i>97</i>
	<i>LOU #5 – APPRENTICESHIP PROGRAM.....</i>	<i>98</i>
	<i>LOU #6 – RUNNING TIME ISSUES</i>	<i>99</i>
	<i>LOU #7 – COMPRESSED WORK WEEK FOR MAINTENANCE EMPLOYEES</i>	<i>100</i>

BRITISH COLUMBIA TRANSIT (VICTORIA)

(hereinafter referred to as " the Employer")

AND

ITS EMPLOYEES REPRESENTED BY

LOCAL 333 OF THE

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION (CAW - CANADA)**

(hereinafter referred to as "the Union")

On this _____ make and enter into this Collective Agreement,
to be known as the Transit agreement, that shall provide as follows specifically:

Part "G"

GENERAL ITEMS

1.00 COVERAGE, DURATION AND EFFECT

1.01 COVERAGE

This Agreement shall cover and be binding upon all employees of the Employer described in the certificate issued by the Labour Relations Board of British Columbia on October 16, 1998. Unless otherwise specified "employee(s)" means a person covered by the above Certification and as further defined in the Labour Relations Code of British Columbia.

1.02 DURATION OF THE AGREEMENT

This Agreement shall come into effect as of the first day of April, 2001 and shall remain in effect until it expires with the thirty-first day of March, 2004 or thereafter until it is reopened as provided by Article 'G' 1.03.

Pursuant to the provisions of S.50(4) of the *Labour Relations Code*, RSBC 1996, Chapter 244, as amended, the operation of Ss.50(2) and 50(3) are hereby excluded.

1.03 REOPENING OF THE AGREEMENT

At any time within four months immediately preceding the date of expiry of the Agreement, either Party may give to the other written notice of its intention to commence negotiations leading to a renewal of the Agreement.

1.04 RETROACTIVE PAY

The applicable wage rates included in the Wage Schedule of this Agreement shall be applied retroactively for all job classifications listed in the wage schedule back to and including 1 April 2001. The Employer shall compute retroactive pay for employees as a percentage of their "gross earnings" during the retroactive period. "Gross earnings" shall include only the following:

- (a) straight time earnings
- (b) overtime earnings
- (c) statutory holiday pay for those holidays which fall during the retroactive period and for which the employee was eligible to receive payment
- (d) sickness protection benefits for approved absences falling within the retroactive period, including supplements to Wage Protection Plan benefits paid during that period.
- (e) any wage related premiums and allowances which are normally included as part of regular earnings.
- (f) where there is an adjustment negotiated in contract negotiations to Charge Hand wage rates.

In addition to Gross Earnings retroactivity will be calculated on vacation pay for vacations taken during the retroactive period by the re-application of the vacation pay formula provided in Article 'G' 9.03, using the new wage rates listed in the Wage Schedule.

Part "G"

1.05 ROUNDDING

All wage rates are rounded to the nearest whole cent.
\$0.0050 and over are rounded to the nearest whole cent;
\$0.0049 and under are rounded to the last whole cent.

2.00 UNION RECOGNITION AND SECURITY

2.01 RECOGNITION

The Employer recognizes the Union and will not discriminate against any employees because they are a member or officer of the Union. The Employer also recognizes any employee elected or appointed to act as a full-time officer of the Union and such an officer shall be granted access to the Employer premises at all reasonable times upon application to the Employer manager in charge. Any qualified Union officer, including Union designated Job Stewards, shall be recognized by the Employer in discussing any grievance under the terms of the Grievance Procedure as set out in Article 'G' 3.00.

2.02 SECURITY

New employees shall become within one month after appearing on the payroll and shall remain thereafter, members of the Union in good standing as a condition of their continued employment with the Employer in any job classification covered by the Union.

Employees who fail to maintain their membership in good standing in the Union, as determined by the Union, shall be discharged after ten (10) days written notice to the Employer by the Union of the employees' failure to maintain their membership in good standing. Provided that should the Union notify the Employer, in writing, within the said ten (10) day period that the member is again a member in good standing, the original discharge notice to the Employer shall be deemed to be null and void and accordingly the said member shall not be discharged.

2.03 ASSIGNMENT OF FEES, DUES AND ASSESSMENTS

Employees shall, as a condition of employment, authorize the Employer to deduct from their wages initiation fees, monthly dues and assessments as determined by the Union.

2.03.1 Authorization Form

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

To: _____

I hereby authorize you to deduct from my wages and to pay to Local _____ of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) the initiation fees of \$____ and dues in the amount of \$_____ per _____ or dues of ___% of _____ wages deducted monthly or such amounts of dues amended from time to time by the Local Union and assessments levied by the Local Union on all members of the Local Union employed by you.

Date: _____

Employee

Part "G"

2.03.2 The Employer agrees to deduct initiation fees, dues and general assessments from an employee authorizing it to do so on behalf of the Union and agrees to remit that assignment to the Union each month together with a list of the employees from whom dues were so deducted.

The Union agrees to indemnify and save the Employer harmless from any claims which may arise in complying with the provisions of this Article.

2.03.3 Administrative costs incurred by the Employer for general assessments levied in excess of two per year shall be paid by the Union.

2.04 PROBATIONARY PERIOD FOR NEW EMPLOYEES

2.04.1 New employees shall be placed on probation for 495 straight time hours of time worked. For Transit Operators, the 495 hours shall be in addition to the five week initial training period. The Employer may dismiss probationary employees during their probationary period without giving any reason for doing so. The Union may grieve any alleged discrimination against dismissed probationary employees. Employees who successfully complete their period of probation will become regular employees and shall have all the rights and benefits provided by this Agreement.

2.04.2 Where a probationary employee has problems that could lead to dismissal before the completion of the probationary period, the Employer and the Union will meet to discuss alternative solutions. If, in the opinion of the Employer, the employee has the potential to be successful in the job, the Employer and the Union will agree on an extension to the probationary period. The purpose of the extension is to allow for further training and/or assistance, and to provide a further opportunity for the Employer to assess the employee's suitability for continued employment in that position. This section does not prejudice the Union's right to grieve the termination of a probationary employee.

2.05 ADVISING THE UNION OF NEW EMPLOYEES

In a monthly report the Employer will forward the name and address of each new employee to the Union.

2.06 LEAVE OF ABSENCE FOR UNION BUSINESS

2.06.1 Employees who act as full-time officers of the Union, Local or National, will be placed on leave of absence with the time involved considered as service with the Employer. On conclusion of such leave of absence employees shall return to the job classification they previously held without loss of the Employer Accredited Service as used to determine vacation and welfare plan entitlements (see Article 'G'9.01).

2.06.2 Leave of absence granted to full-time Union officers shall be without pay but they shall be entitled to retain their membership in the following welfare plans, subject to the Union paying the Employer's contributions for each plan on their behalf.

- Long Term Disability
- Group Life Insurance Plan

Part "G"

- Voluntary Group Life
- A Recognized Employer Pension Plan
- MSP of British Columbia
- Extended Health Benefits Plan
- Dental Plan

2.06.3 Officers of the Union shall be granted leave of absence for Union business provided a full-time officer of the Union gives the supervisor concerned prior notice of the absence.

As far as possible such notice will include the dates the leave will commence and finish and the Union will endeavour to give at least twenty-four (24) hours notice of any leave of absence under this Article.

2.07 WORK CONTRACTED OUT

2.07.1 CURRENT WORK

- 1) The Employer shall not contract out or out source any work performed by bargaining unit employees where such work relates to fixed route, fixed schedule bus service, nor where there is work related to the maintenance of the vehicles that deliver such service, except:
 - a) where there is mutual agreement with the local Union or
 - b) in the case of emergency or
 - c) where the Employer does not have the appropriate facilities, equipment or staff to complete the work in the time required.
- 2) In any case, in awarding contracts pursuant to 1 a) b) and c), the Employer will give preference to contractors providing wages and working conditions comparable to the prevailing local unionized rates for the relevant industry or trade.
- 3) Performance of warranty work, preparation of new vehicles or new equipment is subject to the terms of the tender specifications and supply contract with the original equipment manufacturer. The Employer shall perform maintenance, warranty and installation of new equipment in house where this can be done with bargaining unit employees subject to a) below.
 - a) Warranty requirements and opportunities will be reviewed with the local union and training needs addressed by the Maintenance Consultative Committee to determine if warranty work can be done in-house to the same standards at equivalent or lower cost.
 - b) In any case where warranty work could be completed effectively in-house, in accordance with a) above, but lack of appropriate certifications by BC Transit employees could negate the effect of a warranty, BC Transit can have such warranty work performed by the appropriate agents until such time as the Employer can expeditiously arrange to provide

Part "G"

training and courses that will furnish bargaining unit employees with the certification necessary to complete such warranty work. In these cases, where the manufacturers agents perform the work at the Employer's facility, a bargaining unit member will be assigned to accompany and assist the agent as necessary.

- 4) Services such as dial-a-ride, dispatch, paratransit, custom transit and vanpooling services are beyond the scope of this Article.
- 5) Non-revenue Vehicles

The Employer will maintain non-revenue vehicles except where:

- i) maintenance or servicing is included in the terms of a lease or warranty or;
- ii) the Employer does not have the appropriate facilities, equipment or staff to complete the work in a cost-effective manner.

2.07.2 FUTURE WORK

The Parties to this Collective Agreement recognize the changing nature of the public transportation industry and agree that those changes call for the introduction of innovative and creative means of delivering those services in a cost effective and efficient manner. Therefore, notwithstanding the exclusions contained in Article 2.07.1 (4), the Parties agree to establish a joint committee (Alternative Service Committee) charged with the responsibility to explore, and where feasible, recommend to BC Transit, alternative public transportation service models and methods of designing and implementing these services in-house in a cost-effective manner rather than contracting out operations.

- a) The Committee will examine public transportation services throughout the Greater Victoria service area to determine where alternative service delivery could improve service or reduce costs. This includes services now operating as well as areas where no transit service is provided.
- b) The Committee will explore methods of alternative service delivery that can be provided cost effectively by using BC Transit employees, including a review of the working rules surrounding the efficient delivery of dial-a-ride, dispatch, paratransit and custom transit services and how they could be structured within BC Transit directly.
- c) The Committee will review future proposals for new contracted transit service delivery to determine if the service delivery proposal could be provided by BC Transit in a cost-effective manner.
- d) The Committee will consist of three members from the Union and three members from the Employer. Union appointees to the Committee will be paid at straight time rates for time spent in Committee meetings. The Committee will meet quarterly or more or less frequently by mutual agreement.

Part "G"

2.08 SEXUAL HARASSMENT

- (a) All employees have the right to work in an environment free from sexual harassment. Sexual harassment will be grounds for imposition of discipline.
- (b) "Sexual harassment" means any unwelcome sexual advances, requests or demands for sexual favours of an unwelcome or physical nature, insulting or offensive comments or conduct of a sexual nature.
- (c) Employees who allege that they have been subject to sexual harassment may contact the Employee Assistance Counsellor to request assistance with the problem. In the alternative, employees who allege that they have been subject to sexual harassment may file a grievance pursuant to Article "G"-3.00 of this Agreement.

2.09 PICKET LINES

It is not cause for discipline if an employee refuses to cross a legal picket line.

3.00 SETTLEMENT OF GRIEVANCES

3.01 DEFINITIONS

"Grievance" means any difference between the persons bound by the Agreement concerning its interpretation, application, operation or any alleged violation thereof, including whether any such matter is arbitrable.

For the purposes of this Article "Officer of the Union" shall include any elected Officer of the Union or Job Steward recognized by the Union.

3.02 NO INTERFERENCE OR STOPPAGE OF WORK

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Article without interference with or stoppage of work.

3.03 GRIEVANCE PROCEDURE

Either Party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure then the grievor shall have the alternative either to abandon it or proceed with it to the next successive stage within the time limits set out in each stage. By mutual agreement between the Employer and the Union, the processing of any grievance may begin at the second stage. Where a dismissal is grieved, the grievance shall begin at second stage. The successive stages of the grievance procedure are:

3.03.1 First Stage

The employee, and a Union Officer, may within fifteen (15) days of the action on the part of the Employer which led to the dispute, or complaint, grieve the matter orally to the employee's immediate supervisor. The grievance must be answered within five (5) days of receipt of the grievance.

Part "G"

3.03.2 Second Stage

If the two Parties are unable to agree at first stage, then within ten (10) days of receipt of an answer to the first stage grievance, the Union must take up the grievance in writing with the appropriate management representatives as designated by the Employer.

A meeting shall be convened within seven (7) days of the filing of the grievance in writing at second stage, at which the grievor shall be present in disciplinary related matters unless both Parties agree otherwise. When the grievor(s) or job steward(s) attend during their regular working hours, they shall suffer no loss of pay. If the grievor(s) or job steward(s) attend on their own time, they shall be paid at straight time rates for the time of the second stage meeting. The minimum pay of one (1) hour shall apply.

The answer to the second stage grievance must be given within ten (10) days of the meeting held to discuss the grievance at second stage.

3.03.3 Policy Grievance

Any Policy grievances which arise directly between the Union and the Employer may be submitted in writing by either Party to the other. Within seven (7) days following such notice there shall be a meeting between such Management Representatives as the Employer may designate for this purpose and Representatives designated by the Union.

Any answers required as a result of this meeting shall be given by the Party concerned within ten (10) days of this meeting.

3.03.4 Final Stage – Arbitration

General Provisions

Failing a settlement at second stage or at the meeting convened to deal with a Policy grievance, then within twenty (20) days of the receipt of an answer at second stage either party may notify the other in writing of its intention to take the grievance to arbitration.

Either party may require an arbitration to be a full hearing, but unless a party requires a full hearing, the grievance will be determined by means of the expedited process set out below.

In both full and expedited hearings, the arbitration board must consist of a sole arbitrator. If the parties fail to agree on the arbitrator within seven (7) days of the notice to arbitrate, either party may apply pursuant to Section 86 of the *Labour Relations Code* for the appointment of a single arbitrator.

The parties shall share equally the fees and expenses of the arbitrator.

Part "G"

Expedited Procedure

1. The union must be represented by a member of the local union and the employer must be represented by a member of local management unless either party gives the other notice, at least 10 days before the start of the hearing, of its intention to use other counsel.
2. The parties may make comprehensive opening statements.
3. The parties may present a joint statement of those facts that can be agreed upon and a joint brief of documents containing every document that either side intends to rely on.
4. The arbitrator may determine the practice and procedure for the hearing, but the arbitrator must consider the wishes of the parties for an informal and expeditious hearing with a minimum of technical or procedural objections.
5. The parties may present a joint brief of authorities containing all the cases either party intends to rely on. The parties will endeavour to keep the number of cited cases to a minimum.
6. The arbitrator may give an oral decision forthwith and must complete a written decision and fax it to the parties within 10 days of the completion of the hearing. The arbitrator's written decision must be no longer than eight double-spaced pages.
7. At any time after the opening statement and before the decision, the arbitrator may seek to resolve the dispute through mediation. The parties
 - (a) understand that mediation involves various techniques to achieve resolution;
 - (b) agree that an arbitrator who vigorously pursues a mediated resolution does not thereby disqualify himself or herself from rendering a decision if mediation is not successful; and
 - (c) expect the arbitrator to render a decision in accordance with this expedited procedure if mediation fails to resolve the dispute.

3.04 GRIEVANCE MEDIATION

Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ms. B. Bluman, Mr. D. McPhillips, or Mr. V. Ready shall at the request of either Party

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Parties agree to pay the Mediator one-third each for reasonable remuneration, travelling and

Part "G"

out of pocket expenses.

3.05 TIME LIMITS

It is intended that grievances shall be processed as quickly as possible. If the grieving Party does not appeal the grievance to the next successive stage within the specified appeal time limit the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding Party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement. "Days" means working days and excludes Saturdays, Sundays and Statutory Holidays.

4.00 WORKING PRACTICES

Working practices not specifically provided by the Agreement shall be the subject of mutual agreement between the Employer and the Union. Understandings about such working practices shall be filed with the Employer and the Union and any dispute as to the existence of such an understanding shall be decided by the Chief Executive Officer of the Employer or designate, subject to appeal by the Union through the grievance procedure set out in Article 'G' 3.00.

Subject to Article 4.01 below, "Technological Change," it is further agreed that no future changes will be made to working conditions agreed to by the Employer and the Union, nor will new conditions be introduced unless the change or the new working condition is agreed to by the **Employer** and the Union.

4.01 TECHNOLOGICAL CHANGE

The Parties hereto agree to cooperate so that the Employer can take full advantage of improved technology.

The Employer shall notify the Union four (4) months or as soon as practicable, in advance of an intent to introduce new technology which would displace any employee covered by the Agreement.

After receipt of such notice, the Union will meet with the Employer to discuss what impact the technological change will have on the job classifications and identify which employees will be set back to a lower paying job classification, laid off under terms of 'G' 8.03, or terminated. Failing agreement either Party may refer the matter to Arbitration covered under Article 'G' 3.03.4 of the Grievance Procedure.

4.01.1 It is agreed that if a regular employee is displaced due to technological changes as interpreted in the Industrial Relations Act of British Columbia, the employee will be given the opportunity to transfer to a current vacant position subject to the employee's ability and seniority, or the Employer will train wherever practicable displaced employees for other positions available within the Employer. Employees who are displaced to a job classification in this Agreement having a lower rate of pay shall receive the rate of pay with any subsequent increases for the job classification they had immediately prior to the displacement for a period of six (6) months and

Part "G"

that rate less one-half the difference between it and the rate for the new classification for a further six (6) months. At the expiration of twelve (12) months following the displacement, the displaced employees shall receive the rate for their new job classification.

4.01.2 A regular employee for whom no job is available because of technological change will, upon termination, receive severance pay as calculated at one week's pay for each full year of continuous service.

4.01.3 Severance pay as provided above will not be applicable where employees decline transfer or training as provided for under this Article, and as a result, terminate.

5.00 RULES AND REGULATIONS

5.01 All employees shall be governed by the rules and regulations established from time to time by the Employer, and shall observe Employer orders which are communicated orally or by written bulletin, unless such orders are contrary to law or to the provisions of this Agreement.

5.02 If an employee is charged with a traffic violation and/or is charged for criminal offence or assault as a result of carrying out operating procedures required by the Employer and is found not guilty as charged or not guilty of a reduced charge related to the same incident, the Employer will reimburse the employee for all reasonable legal costs and loss of pay. The employee must notify the Employer by submitting the prescribed form within thirty (30) days of the initiation of any litigation in order to be considered for reimbursement under this Article.

6.00 REPORTING TIME

6.01 REPORTING FOR COURT APPEARANCE

6.01.1 Witness Pay

Employees compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, or who are subpoenaed to appear for and by the Crown as a witness, will be reimbursed by the Employer for their regularly scheduled hours of work necessarily lost, at their regular straight time hourly rate of pay. Any fees received by the employee for duties referred to in this Article shall be turned over to the Employer, excepting those received by the employee while on days off, Annual Vacation, or Statutory Holidays. Employees attending an inquest or court on an Employer requested or procured subpoena will be reimbursed for reasonable expenses when away from home. Duties under this Article which extend beyond one (1) week will necessitate a review of the employee's days off to assure some period of rest. Employees must report to work promptly after being released or excused by the courts, and in the case of Operators be placed on the Spareboard in their own seniority.

Part "G"

6.01.2 Jury Duty

When employees are required to be absent from their regularly scheduled work to report for jury duty, as prescribed by applicable law, the Employer shall pay them the difference between the compensation paid to them by the court, excluding travel expenses, if any, at their regular day work rate for the straight-time hours they otherwise would have worked. In addition, employees required to be absent from their regularly scheduled work to report for jury duty interview and orientation, as prescribed by applicable law, shall be paid for time lost. In order to receive such payments, an employee must give the Employer prior notice that they have been summoned for jury duty, must furnish satisfactory evidence that they reported for or performed the jury duty for which they claim payments, and must report back to work promptly after being released or excused by the court and in the case of Operators be placed on the Spareboard in their own seniority. Duties under this Article which extend beyond one (1) week will necessitate a review of the employee's days off to assure some period of rest.

For the purpose of 'G' 6.01.1 and 'G' 6.01.2, Operators will be deemed to have commenced work at 8:00 a.m. and will return to work and complete their day as a standby until 15:30. Operators to refer also to 'O' 2.04.

Where attendance under Articles 'G' 6.01.1 and 'G' 6.01.2 is required while the employee is on Annual Vacation, or when the employee has scheduled time off as a result of banked statutory holidays or banked lay day time, such employee will be allowed time off in lieu of the time required to be in attendance, provided:

- (a) any fees received for such attendance are turned over to the Employer; and
- (b) such time will be taken immediately following the scheduled time off or Annual Vacation time during which the attendance is required.

6.02 REPORTING IN CONNECTION WITH CLAIMS AND ACCIDENTS

6.02.1 An employee may be required by the Employer to attend its offices at any reasonable time in connection with claims and accidents.

An employee shall be paid at straight-time rates for the time of such a report and a minimum payment of one hour shall apply.

A payment of 45% of the employee's straight-time hourly rate shall be paid to Operators who are required to complete vehicle accident report forms outside regular working hours. The Employer will pay travel time when employees are called in for an accident report on their scheduled day off.

6.02.2 Where employees are required to report, outside of their regularly scheduled working hours, to the offices of a police department for the purpose of completing and filing a police report with regard to an accident that they were involved in while operating an Employer vehicle, that employee shall receive at their straight time hourly rate a payment of one (1) hour's pay if the office where the employee is required to report is located in the municipality or city where they reside, or one and one-half (1½) hour's pay if the office where the employee is

Part "G"

required to report is located outside the municipality or city where the employee resides. To qualify for payment the employee must submit a copy of the completed police report to the Employer.

6.03 REPORTING FOR OTHER EMPLOYER BUSINESS

Except as otherwise provided in this Article, employees held on other Employer business by any Employer supervisor shall be paid scheduled rates for time lost, and will be reimbursed for reasonable expenses when away from home, to the extent that there will be no loss in earnings they would otherwise expect to receive.

6.04 CALL-INS

If employees are called in by the Employer outside their normal working hours, for an interview for any purpose other than completing an Accident Report, they shall be paid at straight-time rates for the time of such interview. A minimum payment of one hour shall apply.

The Employer agrees to be flexible in the times that a call-in is scheduled, and will, as far as it is practicable, accommodate an employee's reasonable request for appointment times to deal with legitimate Employer/employee business. However, the Employer reserves the right to schedule appointments at its convenience where the circumstances of the business require.

7.00 DISCIPLINARY ACTION

The Employer has the right to discipline or dismiss any employee for just and reasonable cause. Nothing in this Article shall restrict the right of the affected employee or the Union to grieve the discipline or dismissal.

7.01 OTHER EMPLOYMENT

Employees who accept other employment while actively working for the Employer or while on leave of absence or sick leave will be dismissed unless prior approval has been obtained from the Employer.

7.02 COMPLAINTS TO BE IN WRITING

All complaints leading to suspension or dismissal of an employee must be in writing and shall be open for inspection by the Union except that identifying information may be withheld to protect the privacy of the complainant.

The Employer will not solicit complaints in a manner that could be construed as harassment, however it is understood that this will in no way fetter the Employer's right to investigate and adjudicate complaints.

Any discipline arising from a complaint is subject to the grievance procedure.

Part "G"

7.03 EMPLOYEE RECORDS

No disciplinary notation will be entered into an employee's record without the concerned employee being so advised.

An employee's record will be cleared of any disciplinary related matters provided that the employee maintains a clear record for a period of two full years. Absences under Articles 'G' 11.00, 'G' 12.00 and 'G' 2.06 of the Collective Agreement which exceed fifteen (15) working days are excluded from the calculation of this two year period.

The Employer will copy the Union on all written disciplinary notations given to employees.

8.00 VACANCIES, PROMOTION AND LAY-OFFS

8.01 JOB VACANCIES

When job vacancies occur they shall be posted on bulletin boards in order that employees may apply. Subject to any limitations contained elsewhere in this Agreement, all vacancies will be bulletined throughout the organization. When vacancies are being filled in Maintenance, preference shall be given to employees in the department who are qualified in the type of work applied for either by training or experience. Promotion will be governed by proficiency and seniority and in the case of all job vacancies the Employer shall have the right to final selection. An unsuccessful applicant for a promotion within the bargaining unit has the right to appeal the decision through the grievance procedure.

8.02 PROMOTION DATE

The Employer agrees that vacancy bulletins shall have a starting date. Employees selected pursuant to "G" 8.01 above, shall be released as expeditiously as possible, but not later than six (6) weeks from the date of notification. In the case of promotions, pay at the higher rate will commence with the starting date in the new position.

8.03 LAY-OFF AND RECALL

In this subsection:

"Job Classification" means an employee's job for which there is a wage rate listed in the Wage Section of this Collective Agreement.

"Section" means the Operations or Maintenance Departments.

"Employer Seniority" means the accumulated uninterrupted service the employee has with the Employer.

"Section Seniority" means the accumulated uninterrupted service employees have in a section of the Employer where they are currently employed.

Part "G"

8.03.1 When it is necessary to reduce staff because of slackness of work, then the Employer shall lay-off as provided for hereunder.

8.03.2 In the event of a lay-off, employees shall be laid off in reverse order of their section seniority in the job classifications affected in a section of the Employer.

8.03.3 The Employer shall give fifteen (15) working days notice to an employee who is to be laid off or it shall pay wages equivalent to 112 1/2 hours in lieu of notice at the employee's straight-time hourly rate prevailing at the effective date of the lay-off.

Where less than fifteen (15) working days notice is given, the employee will be paid wages for the balance of notice not given based on 7 1/2 hours per day, but not more than 37 1/2 hours per week, at the employee's straight-time hourly rate prevailing at the effective date of the lay-off.

The Union shall be notified of the Employer's intention to lay-off an employee.

8.03.4 The provisions of 'G' 8.03.3 above do not apply where the employee elects to exercise bumping as provided in 'G' 8.03.5 and 'G' 8.03.6 below.

8.03.5 Bumping Rights

Where no vacancy in their section exists, employees who are to be laid off may elect to bump the least senior employee with less Employer seniority in a lower paying job classification in the same section provided they notify the Employer of their election to do so within seventy-two (72) hours of being notified of their lay-off and provided they are qualified and able to do the work of the job classification held by the employee being bumped without further training. The employees' wage rate shall be the rate for that job classification effective with the date their bumping is effective.

Employees who require familiarization but who are otherwise qualified will be deemed to be qualified.

8.03.6 An employee displaced by bumping shall, in turn, have the right to bump a junior employee, subject to the provisions of 'G' 8.03.5 above.

8.03.7 Employees who decline a vacancy in their section or who do not elect or who are unable to bump and are laid off shall be eligible by their choice for either severance pay in accordance with the schedule in 'G' 8.03.9 below or recall seniority.

8.03.8 An employee who has chosen to bump into a lower paying classification shall retain their position on the recall list for recall to the classification from which they were laid off.

Part "G"

8.03.9 Employees choosing severance pay shall be paid wages at their straight-time hourly rate prevailing on the date of lay-off in accordance with the following schedule and shall not be eligible for recall seniority.

SCHEDULE

Employer Seniority	Severance Pay
Less than 3 years	75.0 hours
Less than 4 years	112.5 hours
Less than 5 years	150.0 hours
Less than 6 years	187.5 hours
Less than 7 years	225.0 hours
Less than 8 years	262.5 hours
8 years or over	300.0 hours

8.03.10 Employees choosing to be placed on the recall list shall have recall seniority for a period of twenty-four (24) months and shall be recalled in order of their seniority to any vacant job classification in the section from which they were laid off provided they are qualified and able to perform the work of that job classification without further training. Employees who do not accept a recall to the job classification from which they were laid off shall have their name removed from the recall list. Employees who require familiarization but who are otherwise qualified, will be deemed to be qualified.

8.03.11 Notice of recall shall be given to an employee by registered mail to the last recorded address provided by the employee. The letter of recall shall provide five (5) days notice, plus the number of days required for normal mail delivery, as to the date the employee is required to be at work.

Any employee who fails to report as directed in the Notice of Recall and fails to notify the Employer with an acceptable reason for such failure to report shall be deemed to have not accepted recall and shall be removed from the Recall List.

8.03.12 An employee choosing severance pay shall cease to be covered by the benefit plans provided in this Agreement at the end of the month following the effective date of the lay-off.

8.03.13 Employees choosing to be placed on the recall list shall be covered by the benefit plans provided in this Agreement for three (3) calendar months following the effective date of the lay-off provided they prepay on a monthly basis the employee portion of the premiums.

8.03.14 Employees returning to work shall not have time on lay-off considered as time worked for the purpose of vacation pay or statutory holiday pay.

Part "G"

8.04 SENIORITY

8.04.1 Employees shall accrue job seniority on and from the date they start their job and they shall accrue section seniority on and from the date they start their employment in a job classification within the section.

8.04.2 Employees shall retain their job seniority and their section seniority until:

- (a) the date they are permanently promoted or transferred to a position outside the bargaining unit; or
- (b) they have been temporarily promoted to a position outside the bargaining unit for a period in excess of 180 days within a calendar year.

8.04.3 Employees who have lost their seniority under 'G' 8.04.2 above may return to a position within the bargaining unit where there is a vacancy for which there is no one on the recall list who is qualified to perform the work of the vacant position. Employees who require familiarization but who are otherwise qualified, will be deemed to be qualified.

9.00 ANNUAL VACATIONS

9.01 DEFINITIONS

"Year" shall mean calendar year; the "vacation year" shall include all weeks beginning within the calendar year; "day" shall mean working day; "service" shall mean an accredited service with the Employer which is the total of all periods of service as an employee of the Employer or predecessor companies in positions which were dedicated to transit functions. This amendment only applies to employees entering the service of the Employer after March 31, 1987.

9.02 VACATION ENTITLEMENTS

Employees shall earn annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take annual vacation anytime during that calendar year. However, employees are not entitled to take a vacation until they have completed six (6) months' continuous service.

Employees who complete the years of service shown under column (1) shall be entitled to the corresponding number of days of Annual Vacation with pay as shown in column (2) to be taken during that year and subsequent years.

(1)	(2)
1 year of service	15 days
8 years of service	20 days
16 years of service	25 days
23 years of service	30 days

Part "G"

Employees will be entitled to one (1) additional day of vacation for each year of service commencing in the calendar year in which the twenty-fifth anniversary occurs, until a total of thirty-five (35) days has been reached. Employees with five (5) additional vacation days may elect to take them in a block as scheduled annual vacation. Unless these additional days are scheduled as annual vacation, they will be treated as 'random days'.

9.03 CALCULATION OF VACATION PAY

9.03.1 General Rule

As a general rule, payment for annual vacation will be based upon one of two calculations, whichever yields the greater amount:

- (a) the straight-time wage rate of the employee's regular job at the time the vacation is taken is multiplied by the number of hours in the period of vacation; or
- (b) the employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the employee's vacation entitlement, e.g. 6%, 8%, 10%, 12% or 14%, etc. The percentage rate applicable to individual day(s) of vacation entitlement is .4% per day.

If necessary, adjustment of vacation pay will be made by the year end to ensure that each employee received the greater amount of vacation pay from application of either the going rate (a) or percentage (b) calculations above. This adjustment (a/v differential) will be made to all affected employees in two (2) payments. Fifty per cent (50%) will be paid on a designated pay day no later than the last pay day in April of each year and fifty per cent (50%) will be paid on the pay day immediately prior to Christmas of each year.

Employees upon request of Annual Vacation pay advance, shall receive the equivalent of their net weekly pay times the number of weeks vacation being taken at that time. Requests for advances will be made on the prescribed form and the form must reach the Pay Department not less than ten (10) working days before the advance is required. Unearned vacation taken will be recovered from the employee on termination.

9.03.2 On Termination

Any employee whose service with the Employer is terminated shall receive vacation pay, calculated according to Article 'G' 9.03.1, for any unused vacation entitlement based on service up to the date of termination. The vacation entitlement for the termination year shall be prorated by the length of service in that year.

Employees hired in 1975 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date.

9.03.3 Part-Time Employees

Part-time employees shall receive a prorated entitlement based on the number of hours they normally work in a week.

Part "G"

9.03.4 Nothing in Article 'G' 9.00 shall reduce the minimum amount of vacation pay provided by the Employment Standards Act.

9.04 PRORATION OF ANNUAL VACATION ENTITLEMENT BECAUSE OF ABSENCES

Annual vacation entitlement will not be reduced unless an employee who is absent for a period exceeding two (2) years on long term disability or Workers' Compensation injury is deemed totally disabled and does not return to work.

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

Where an accumulation of absences other than Union leave, sick leave, long-term disability, WCB and annual vacation exceeds three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of three (3) months.

9.05 VACATION, STATUTORY HOLIDAY BLOCK AND SICK LEAVE

A vacation or period of banked statutory holidays 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 or a period of banked statutory holidays. If an employee is absent on sick leave immediately preceding the commencement of a period of vacation or period of banked statutory holidays, then the vacation or period of banked statutory holidays will be rescheduled if work arrangements permit. If it is not practical to reschedule a vacation or a period of banked statutory holidays, then the employees shall receive pay in lieu of the vacation or period of banked statutory holidays in addition to any sickness protection benefits which may apply in their case.

9.06 VACATION BANKING

All vacation must be taken in the year for which the entitlement applies except:

- a) employees with four (4) weeks vacation entitlement may bank one (1) or two (2) weeks vacation per year to a maximum of four (4) banked weeks
- b) employees with five (5) or more weeks vacation entitlement may bank one (1) or two (2) weeks vacation per year up to a maximum of six (6) banked weeks

9.06.1 The total amount of banked vacation granted in any given year within the department at an operating centre shall not exceed the total amount of vacation committed to be banked in that same year within that department at that particular operating centre.

9.06.2 Employees cannot bank annual vacation in the same year that banked annual vacation will be taken off.

Part "G"

9.06.3 Prior to Annual Vacation Sign-up, employees will sign an intent sheet to indicate the number of weeks of banked vacation they are requesting to take off or bank in accordance with 'G' 9.06.1 in the following year.

9.06.4 Only two (2) banked weeks per year may be taken in prime time.

9.06.5 Any annual vacation pay adjustment due as per Article 'G' 9.03.1 will be paid in the year it is due. The week(s) banked will be paid at the applicable hourly rate in effect at the time it is taken and will not attract any a/v differential.

Employees who on the ratification date of this Agreement have annual vacation banked from previous years will have their a/v differential for previous years recalculated and paid in full not later than thirty (30) days following ratification.

9.06.6 Banked vacation will not be paid out except on termination of employment or retirement. Banked vacation which has been scheduled and not taken due to illness or disability and which qualifies for rescheduling under 'G' 9.05 above, shall be either rescheduled, where practical, or returned to the employee's vacation bank.

10.00 STATUTORY HOLIDAYS

10.01 DEFINITION OF STATUTORY HOLIDAYS

For the purposes of this Agreement, the following shall be acknowledged as Statutory Holidays.

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

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

10.02 PAYMENT FOR STATUTORY HOLIDAYS

10.02.1 Eligibility for Payment

Whether a statutory holiday is worked or not worked, an eligible employee shall be paid statutory holiday pay equivalent to a normal day's time at straight-time rates.

Part "G"

Employees shall be eligible for statutory holiday pay provided they are at work either the working day before or the working day after the statutory holiday but they shall not be eligible when a statutory holiday falls during any of the following periods of absence:

- paid bereavement leave
- absence due to sickness or non-occupational injury
- Workers' Compensation absences
- approved leave of absence
- any absence without Employer approval

In no instance will an employee receive, for the same day, both statutory holiday pay and Workers' Compensation, bereavement pay or payments under the Wage Protection Plan.

10.03 WORKING ON A STATUTORY HOLIDAY

The Employer shall designate how many employees in each job classification shall work on each Statutory Holiday. Time worked on a Statutory Holiday shall be paid in addition to any Statutory Holiday pay, as provided in Article 'G' 10.02. There shall be no compounding of premiums. Payment for time worked on a Statutory Holiday shall be as follows:

Time Worked	Rate of Pay (Times regular rate)
Up to 9 ½ hours	150%
After 9 ½ hours	200%

Payment for a Statutory Holiday which falls on a Sunday will be paid 200% for all hours worked.

The Employer will give three (3) days' notice to those employees who will not be required to work on a Statutory Holiday. Those who voluntarily place themselves on the draw list must be notified by 14:00 hours the day prior to the holiday.

11.00 LEAVE OF ABSENCE

Subject to service requirements and reasons given for requesting a leave of absence, the Employer will grant leave of absence in accordance with the conditions which follow. Leave of absence for Union business is set out separately in Article 'G' 2.06.

"Days" means calendar days.

11.01 APPLICATION AND APPROVAL FOR LEAVE OF ABSENCE

11.01.1 An employee must apply in writing to the Employer for leave(s) of absence in excess of fourteen (14) days total in any calendar year. No such leave(s) will be granted without written approval of the Employer.

11.01.2 Leave of absence for the purpose of entering another occupation may be granted by the Employer. The Employer may grant such a leave for health reasons upon the advice of a practising physician.

Part "G"

11.01.3 The Employer shall dismiss any employee who obtains a leave of absence under false pretences.

11.01.4 Employees appointed by Order-In-Council or elected to full-time positions or office in municipal, provincial or federal government, or elected or appointed to full-time positions in the Canadian Labour Congress, BC Federation of Labour or Regional District Labour Council or The Canadian Auto Workers Union shall be granted as much leave as necessary during the term of such position or office. Upon return to the Employer the employees shall enter the job classification they previously held without loss of seniority or accredited service. As a condition for the granting of the leave the employee shall reimburse the Employer at times and in a manner suitable to the Employer for its costs, if any, incurred during the leave under the terms of whichever pension plan of the Employer's the employee may contribute to as a member of that plan. Other terms of the Collective Agreement are not applicable to leaves granted under this Article.

11.02 LENGTH OF LEAVE OF ABSENCE

11.02.1 Subject to staffing requirements, the Employer may grant leave(s) of absence for reasons other than sickness, disability or serious trouble in an employee's family, up to the total limit for any calendar year:

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
Up to 1 year	14 days
1 to 5 years	1 month
More than 5 years	3 months

11.02.2 Driver's Licence Suspension

A leave of absence of up to but not exceeding 18 months may be granted at the sole discretion of the Employer to cover the term of suspension of an employee's driver's licence with due regard for an employee's length of service and record of performance on the job. No employees shall be granted more than one (1) such absence during their term of employment with the Employer. Employees who have received a leave of absence for the purpose of covering a licence suspension, and subsequent to their return to work from such leave of absence have their licence again suspended will be deemed to be terminated for cause. If a licence suspension is overturned by a decision of a court the employees shall be reinstated with full seniority but the Employer shall not be required to compensate the employees for wages and/or benefits lost during the period they were off of work as a result of the initial licence suspension.

11.03 BEREAVEMENT LEAVE

11.03.1

- a) When death occurs to a member of the employees' immediate family, the employees will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rates for hours lost from their regular

Part "G"

work up to a maximum of five (5) days. For the purposes of this Article, immediate family shall be limited to the employee's spouse, son, daughter, step child, mother, or father

- b) When death occurs to a member of the employees' extended family, the employees will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rate for hours lost from their regular work up to a maximum of three days. For the purposes of this Article, extended family shall be limited to the employee's brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, or stepfather.
- c) For the purposes of leave under either a) or b) spouse will include a same sex partner.

11.03.2 Where the length of the leave of absence is disputed, it shall be immediately discussed with the employee's Department Manager. In the event the dispute is not resolved at the Department, the Manager shall forthwith submit the dispute to the Labour Relations Department for final resolution in consultation with the President of the Union.

11.04 PREGNANCY LEAVE OF ABSENCE

11.04.1 Leave of absence without pay for a continuous period not exceeding seventeen (17) weeks will be granted to regular employees for pregnancy reasons.

11.04.2 In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known.

11.04.3 Employees will notify the Employer at least three (3) weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, she shall on the recommendations of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.

11.04.4 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.

11.04.5 Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Employer a medical report from her physician apply to the Employer for an extension of the seventeen (17) weeks leave of absence to a date recommended by the physician.

Part "G"

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

11.04.7 Where an employee has been granted Pregnancy leave and is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

11.04.8 Employees desiring to return to regular employment following Pregnancy leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the Pregnancy leave. In cases of special circumstances an employee may request to return prior to six (6) weeks following the date of delivery. The request must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

11.04.9 On return from Pregnancy leave, the employee will be reinstated in her former position and receive the same salary and benefits as she received prior to such leave including any salary increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

11.04.10 The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy leave unless the employee is absent for a period exceeding the permitted leave.

11.04.11 The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on Pregnancy leave.

11.05 PARENTAL LEAVE

11.05.1.1 An employee who requests parental leave under this section will be granted a leave of absence without pay

- (a) for a birth mother who takes leave under 11.04 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks beginning immediately after the end of the leave taken under 11.04 unless the Employer and the employee agree otherwise,
- (b) for a birth mother who does not take leave under 11.04 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event,

Part "G"

- (c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
- (d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

11.05.1.2 If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to 5 additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under 11.05.1.

11.05.1.3 A request for leave must

- (a) be given in writing
- (b) if the request is for leave under 11.05.1(a) or (b), be given to the Employer not less than 4 weeks before the employee proposes to commence the leave of absence, and
- (c) be accompanied by a medical certificate completed by the employee's physician or other evidence of the employee's entitlement to leave.

An employee's combined entitlement to leave under 11.04 and this section is limited to 52 weeks plus any additional leave to which the employee is entitled under 11.04.3 or 11.05.1.2

11.06 DUTIES OF EMPLOYEE AND THE EMPLOYER

11.06.1 Employees desiring to return to regular employment following a leave of absence under 11.04 and/or 11.05 shall notify the Employer at least 30 days prior to the desired date of return or 30 days prior to the expiry date of the applicable leave of absence.

11.06.2 On return from a leave of absence under 11.04 and/or 11.05, employees will be reinstated in their former position and receive the same salary and benefits as they received prior to such leave including any salary increases and improvements to benefits to which the employees would have been entitled had the leave of absence(s) not been taken.

11.06.3 The Employer will not terminate employees or change a condition of employment of employees because of their leave of absence under 11.04 or 11.05 unless the employees are absent for a period exceeding the permitted leave.

11.06.4 The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on a leave of absence under 11.04 and/or 11.05.

11.07 HOMECOMING LEAVE

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

Part "G"

12.00 WAGE PROTECTION PLAN

The provisions of this Article shall only apply to regular employees who have completed three (3) months of employment, commencing from the date of hire.

12.01 DEFINITIONS

"Year" shall mean calendar year.

"Day" shall mean a normally scheduled working day.

"Non-occupational injury or illness" shall mean any injury or illness for which Workers' Compensation benefits are not payable, and shall include any disabilities arising directly from pregnancy.

"Regular daily earnings" shall mean the employee's regular straight-time rate of pay in effect at the commencement of disability, as stated in the Wage Schedule, multiplied by the employee's regularly scheduled hours of work for that day up to a maximum of seven and one-half (7 1/2) hours per day. The 7½ hour maximum does not apply to employees whose regularly scheduled shift exceeds or is less than 7½ hours.

12.02 SHORT TERM DISABILITY PLAN

The Employer agrees to provide a Short Term Disability Plan which will provide a benefit payable for employee absences arising from non-occupational injury or illness. Employees shall be eligible for benefits for such absences up to seventeen (17) weeks in duration. The subrogation of claim benefits where there is third party liability will be subject to the terms in the Plan Document.

12.02.1 On each absence arising from non-occupational injury or illness, eligible employees will be entitled to a benefit equivalent to 96% of their regular daily earnings commencing on the 4th day of absence and payable until the end of the 8th week of absence, and a benefit equivalent to 85% of their regular daily earnings payable from the 9th week of absence until the end of the 17th week of each absence. To qualify for payment under this Plan, medical certification must be provided. If the employee can provide verification from the doctor that they were unable to visit a doctor within the required three days, this period may be extended up to an additional three days.

Notwithstanding the above paragraph, where, on the first three days of an absence by employees in any calendar year arising from non-occupational injury or illness, employees who are admitted to an acute care hospital, or are receiving chemotherapy, radiation treatment or dialysis, will be entitled to a benefit of 96% of their regular daily earnings payable from the date on which the employees were admitted to hospital or commenced the above mentioned treatment.

12.02.2 The Employer shall pay the full cost of this benefit.

12.02.3 Sick Leave Credit Days

On January 1 of each year, the Employer will provide each eligible employee with 6 non-accumulating Sick Leave Credit Days. Each Sick Leave Credit Day shall be not more than 96% of the eligible employee's regular straight-time daily earnings on the working day immediately

Part "G"

preceding an absence. Depending on the length of absence, eligible employees shall use their 6 Sick Leave Credit Days to cover one or more of the first 3 days of any non-occupational illness or injury absence.

12.02.4 Any dispute or disagreement between the parties as it relates to any provision in Article 12.02, or an employee's rights pursuant to Article 12.02, may be grieved pursuant to Article 3 of this Agreement.

12.03 LONG TERM DISABILITY PLAN

There will be a Long Term Disability Plan which will provide a benefit of 67% of pre-disability earnings at the commencement of disability, payable upon the completion of 17 weeks of absence due to non-occupational illness or injury. The cost of this benefit will be borne in total by the Employer. Membership in this benefit plan shall be a condition of employment for all regular employees who have completed three months of continuous employment. Subject to consultation with the Union, the Employer will determine the plan carrier. The administration of this benefit will be at the discretion of the Employer.

12.04 CONFIDENTIALITY OF MEDICAL INFORMATION

All personal medical information required or provided pursuant to this plan shall be made available only to the carrier administering the Plan and BC Transit's Occupational Health Nurse. The cost of any medical forms required under the above Plans shall be borne by BC Transit.

Medical Information shall be treated in strict confidence and shall remain confidential and in the hands (files) of the Occupational Health Nurse. Further, management shall not have access to these same confidential medical files for any reason, nor shall management require or be provided with, any information in those files.

Medical records related to benefit claims shall be processed by clerical and secretarial staff in Human Resources. Processing of such medical records shall include opening, photocopying, filing in the Occupational Health Nurse's files or forwarding to the OHN for filing, and mailing the claim to the insurance carrier. All medical information shall be treated in strict confidence by them and they shall have no authority to deal with the substance of the medical information nor shall they provide this information or material to anyone else at BC Transit.

12.05 SEVERANCE PAY

Upon termination, the Employer will provide one week's severance pay for each year of service to regular employees who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or Workers' Compensation Board benefits.

Part "G"

12.06 WELFARE PLANS COMMITTEE

The Joint Committee on the administration, revision or renewal of Welfare Plans, Wage Protection Plan and replacement of disabled employees shall consist of three (3) representatives from the Union and three (3) representatives from the Employer and shall meet at the call of either Party when sufficient business warrants. The Employer will reimburse Union representatives for any loss in straight-time earnings resulting from time spent in these meetings.

12.07 DISPUTED WORKERS' COMPENSATION BOARD CLAIMS

12.07.1 If an employee who is covered by the Wage Protection Plan suffers a disability, compensation for which is in dispute with the Workers' Compensation Board, wage protection benefits will be paid retroactively to the first day of disability that is eligible for benefits under the provisions of the above Short Term Disability Plan.

12.07.2 If the Workers' Compensation Board claim is subsequently allowed, the employee shall repay the appropriate carrier any benefits received under the Wage Protection Plan.

12.07.3 Workers Compensation Board Payments

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one half [7½] in the case of operators) times their hourly rate times seventy five per cent (75%) for each day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques.

Payments from the Workers' Compensation Board (WCB) will then be paid directly to the Employer.

If the WCB reassesses the employees' wage loss compensation, the Employer will change the amount of the advance accordingly.

An employee whose WCB claim is denied must apply for benefits under the Wage Protection Plan and repay the WCB advance from those benefits. If the advance is not fully covered by the Wage Protection Plan benefits, the difference will be recovered from the employee's pay.

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

13.00 MEDICAL, DENTAL, AND LIFE INSURANCE

Membership in the basic medical plan, the supplementary medical plan, the dental plan and the Group Life Insurance Plan is a condition of employment except for temporary and summer relief employees. With the exception of the Group Life Insurance Plan, eligible employees may waive membership provided they can prove they have alternate coverage elsewhere.

Part "G"

Premiums for the basic medical plan, the supplementary medical plan and the dental plan shall be fully paid for by the Employer. Premiums for the Group Life Insurance Plan shall be paid 100% by the Employer.

13.01 BASIC MEDICAL COVERAGE

The basic medical plan shall provide coverage under the Medical Services Plan of British Columbia as specified in the B.C. Medical Services Act and Regulations.

13.02 EXTENDED HEALTH BENEFITS

The supplementary Plan shall provide additional health benefits equivalent to the standard Pacific Blue Cross Benefits Plan as it exists at the date of signing of this Agreement. The deductible for the following benefits shall be \$25.00 per year and the benefit levels shall be insured at eight percent (80%) of the benefit.

The benefits shall include:

- (a) Lifetime maximum benefit of \$200,000.00.
- (b) Eyeglass coverage at \$400.00 per covered member renewable every twenty-four (24) months, subject to appropriate deductible and co-insurance provisions (includes prescription sunglasses and contact lenses).
- (c) Hearing aid coverage at \$1000 maximum for each ear, renewable each 5 years, subject to deductible and co-insurance provisions. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.
- (d) Voluntary annual auditory testing for transit operators, subject to deductible and co-insurance provisions. Reimbursement to a maximum of \$100 every 5 years for hearing protection approved by both the Workers' Compensation Board and the Motor Vehicles Branch is included in this benefit.
- (e) Reimbursement for prescription drugs based on the cost of generic drug or drugs covered by Pharmacare using Low Cost Alternative and Reference Based pricing, except where the employee's physician requires in writing that the prescription be filled using a specific brand name drug. This benefit is subject to deductible and co-insurance provisions of the plan.
- (f) Annual prostate blood tests for employees over 40 years of age.

13.03 DENTAL PLAN

The Employer will provide a dental plan for all eligible regular employees covered by this Agreement. Coverage for all new regular employees shall commence on the first day of the next month following two (2) full calendar months of employment. The benefit plan will be equivalent to that offered by Pacific Blue Cross in Plan A (90% co-insurance) Plan B (70% co-insurance) and Plan C (50% co-insurance with a lifetime limit of \$5,000.00 per person covered by the Plan).

Part "G"

13.04 DENTAL PLAN - RETIRED EMPLOYEES

Retired employees may continue to be covered by the Dental Plan providing they pay the premiums.

13.05 GROUP LIFE INSURANCE

The Employer will provide Group Life Insurance for all eligible regular employees covered by this Agreement. Coverage shall be equal to one and one-half times the employee's basic annual earnings rounded to the next higher multiple of \$500. Maximum coverage is \$150,000. Coverage will become effective on the first day following three (3) months' continuous service.

Employees who retire from service after at least ten (10) years service with the Employer and its predecessors, will continue to be covered by the Group Life Insurance Plan during retirement with the premium payable by the Employer, subject to the following provisions. Immediately upon retirement, coverage will be reduced to 50% of the amount that was in effect on the last day of employment. It will further reduce annually thereafter on each anniversary of the date of retirement by 10% of the amount that was in effect on the last day of employment until a minimum of \$1,000 is reached. This \$1,000 amount shall then remain in effect for the remainder of the retired employee's lifetime.

The provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age sixty (60). Such employees will be provided disability waiver of premium coverage.

13.06 VOLUNTARY GROUP LIFE INSURANCE

Voluntary Group Life Insurance will be made available in units of \$10,000 to a maximum of \$150,000 per employee. Spousal coverage will also be made available provided that the amount of coverage purchased does not exceed the amount purchased for the employee. Evidence of insurability satisfactory to the carrier must be provided for:

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

The full cost of this Voluntary Group Life Insurance will be borne by the employee with the Employer making the necessary payroll deductions.

13.07 LOA WITHOUT PAY FOR MORE THAN 15 DAYS IN ANY CALENDAR MONTH

Except as otherwise specifically provided for in this Agreement and except for a part-time officer of the Union absent on Union business pursuant to Articles 'G' 2.00, an employee on leave of absence without pay for a period of fifteen (15) or more working days in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance Plans as outlined in Articles 'G' 13.01, 'G' 13.02, 'G' 13.03 and 'G' 13.05.

Part "G"

13.08 TRAVEL ACCIDENT INSURANCE

The Employer will provide a Travel Accident Insurance Plan to cover employees against accidental death when travelling on Employer business with a benefit level of one hundred thousand dollars (\$100,000). The trip destination must be a distance of over forty (40) kilometres outside of the Victoria Regional Transit Service Area.

The Travel Accident Insurance Plan does not cover everyday travel to and from work nor does it cover travel required in the performance of normal job duties. This insurance is in addition to basic Group Life Insurance and premiums are paid by the Employer.

13.09 CAW TRUSTEE TO BC TRANSIT EMPLOYEES' HEALTH AND BENEFIT TRUST

The Employer will reimburse the Union representative on the Health and Benefit Trust for any loss in straight time earnings resulting from time spent attending Trust meetings.

14.00 TRANSIT PASS

One free transit pass shall be granted to each employee and one free pass will be issued to a spouse or child.

14.01 PENALTY FOR WRONGFUL USE OF PASS

Employees making wrongful use of their transit pass, including loaning their pass to any other person, shall be dismissed from service.

14.02 ELIGIBILITY FOR TRANSIT PASS UPON RETIREMENT

Employees who retire from the Employer's service and have completed two (2) years of service are eligible to receive a transit pass and a transit pass for their spouse. In addition, employees with five (5) or more years of service who are a medically proven total disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

15.00 SAFETY

15.01 OCCUPATIONAL HEALTH AND SAFETY

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

The parties will establish two Joint Occupational Health and Safety Committees, one for operations and one for maintenance.

Part "G"

The purposes of each committee will be, within their respective departments:

- (a) to assist in creating a safe working environment;
- (b) to recommend actions which will improve the effectiveness of BC Transit Victoria's occupational health and safety program;
- (c) to promote compliance with the Occupational Health and Safety Regulation of the Workers' Compensation Board ("the Regulation"); and
- (d) without limiting (a) to (c), to discharge the responsibilities set out in subsection 3.6(2) of the Regulation.

For each committee, the membership will consist of an equal number of union and management representatives. The two union representatives for the Joint Occupational Health and Safety Committee (Maintenance) must be chosen by and from the union members in the maintenance department. The three union representatives for the Joint Occupational Health and Safety Committee (Operations) must be chosen by and from the union members in the operations department.

It is agreed that both parties will endeavour to ensure that committee membership remains consistent and that alternative committee members will only be used when regular members are not available.

The chair and secretary will be elected by and from the members of the committee. (If the chair is an Employer member, the secretary must be a union member and vice versa.) When the secretary is a union member, at the secretary's request the Employer will provide assistance for typing and distribution of the minutes and other pertinent information in a timely fashion.

Members of the Joint Occupational Health and Safety Committees shall be paid so that there will be no loss of earnings.

Where the committees believe that it would be useful to have the monthly meetings as a combined meeting of both committees, the meetings shall be combined.

15.02 SAFETY SHOES - COST SHARING

Where safety shoes are required to be worn on the job, the Employer shall either provide an employee with ones that it determines to be suitable for the work or reimburse the employee for the purchase or repair of the safety shoes as in either (a) or (b) below:

- (a) to an amount not exceeding \$125.00 in a calendar year.
- (b) to an amount not exceeding \$250.00 per two year period. The acceptable alternative is the purchase of one pair of heavy (winter) and one pair of light (summer) safety footwear per two year period.

This replacement may be more frequent for Servicepersons based on proof of need.

Part "G"

In order to qualify for reimbursement as provided herein the employees shall:

- (a) obtain the prior approval of their immediate supervisor for the purchase of or repairs to safety shoes; and
- (b) submit a receipt describing the purchase or repairs and amount paid by the employee.

15.03 FIRST AID ALLOWANCES

The First Aid Regulations of the Workers' Compensation Board require Occupational First Aid attendants at certain work locations.

Policy

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

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates (Schedule 1). When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance (Schedule 2).

Schedule 1

Designated employees (acting as Occupational First Aid Attendants, or their back-up, under Workers' Compensation Board Regulations or as specified by the Employer).

Level 1	30¢ per hour
Level 2	75¢ per hour
Level 3	90¢ per hour

Schedule 2

Non-designated employees authorized to receive First Aid Allowances.

Level 2	21¢ per hour
Level 3	24¢ per hour

16.00 PAYMENT OF WAGES

Employees shall be paid every two weeks by cheque on every other Friday or on the preceding working day when a pay day falls on a holiday. Adjustment of a pay shortage of one full day's pay or more can be made by interim cheque at the request of the employee.

Pay shortages of less than one full day's pay but greater than fifty dollars (\$50.00) will be covered by a pay advance at the request of the employee.

16.01 ISSUING PAY CHEQUES - SHIFT WORKERS

All employees upon request will be issued pay cheques after 15:00 on the Wednesday preceding the regular Friday pay day. No cheques will be issued between the hours of 09:00 – 10:00 and 13:00 – 14:00 on the Thursday preceding the regular Friday pay day.

Part "G"

17.00 TEMPORARY EMPLOYMENT

A temporary employee (full-time or part-time) is one hired to perform work of a temporary nature. The employee will receive 120% of the straight-time rates to cover annual vacations, statutory holidays and all other benefits, and will not be entitled to any welfare benefits.

17.01 Employees hired on a temporary basis will achieve regular status on completion of one (1) year of continuous service in the specific position related to the project or purpose for which they were hired and shall be considered to have regular status from the commencement of such temporary employment. The employees' temporary status will be continued when the project is extended beyond one year as in 'G' 17.02 below.

17.02 If a temporary project, specific job or allied jobs exceeds a period of one (1) year, the Parties may mutually agree to a period in excess of one (1) year until the temporary project is completed. Otherwise, the position will be bulletined as a full-time regular position.

18.00 TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

In the event that Transit is removed from the Employer, all agreement matters and welfare benefits will be honoured.

In the event the provincial government enters into an agreement involving a change in governance whereby responsibility for the provision and/or maintenance of transit services is transferred, in whole or in part, from BC Transit to any other entity, body or municipality, the successorship provisions of the *Labour Relations Code* will apply and the provisions of this collective agreement shall be binding upon the other entity, body or municipality having responsibility for transit services.

Should the above change in governance occur, the union will make a successorship application to the Labour Relations Board and BC Transit agrees to support that successorship application.

19.00 TIME SLIPS

All time slips and overtime slips shall be completed and submitted to the Employer. Any such slip that is incorrect or incomplete will not be honoured by the Employer for payment until corrected.

20.00 SPECIFIC MATTERS OF AGREEMENT

Matters of agreement relating to specific areas of the operations are contained in the following "Parts" which along with the Wage Schedule constitute part of the Collective Agreement:

Part "O"	Operations
Part "M"	Maintenance

Part "G"

21.00 INTERPRETATION OF AGREEMENT

Inquiries from Union representatives regarding the Employer's interpretation of Articles in the Agreement shall be referred to the Labour Relations Department.

22.00 PENSION PLAN

The annual report of the Auditor, the annual report of the Superannuation Commissioner and the triennial report of the Actuary under the Public Service Superannuation Act shall be forwarded to the Union as soon as possible after they are received by the Employer.

Part "G"

No recommendation will be made by the Employer to the Lieutenant-Governor in Council with regard to amendment of the Public Service Superannuation Act until the Union has been consulted by the Employer and has been given a period of four weeks to make representations to the Employer.

All employees shall receive an annual statement from the Employer detailing all pension and other benefits within thirty (30) days of the Employer receiving the statements from the Superannuation Commission.

23.00 VIOLENCE IN THE WORKPLACE

In accordance with the Workers' Compensation Act, there shall be a Violence in the Workplace Committee, including all bargaining units and Employer Representatives.

1. OBJECTIVE

The objective of the committee is to eliminate or minimize the risk to workers, from violence in the workplace.

2. COMMITTEE MEMBERSHIP

The CAW is entitled to appoint three representatives to the committee, representing both operations and maintenance.

The Employer is entitled to appoint three representatives to the Committee.

It is recognized that other bargaining units may also appoint members in accordance with their collective agreements.

Meetings will be held on a quarterly basis, or more frequently by mutual agreement of the Parties. When not possible for any person to attend, an alternate will be designated. Committee members designated by the union will be paid at straight time wages by the Employer for the time they attend the meetings.

3. SCOPE OF THE COMMITTEE

The committee will make recommendations for the development and implementation of the Employer's violence in the workplace policy.

This policy will set out procedures to prevent violence, procedures for the review of incidents of violence, procedures to ensure the Employee Assistance Program is used effectively when necessary and any other reasonable steps that will assist in the prevention of violence to members of the bargaining unit.

The policy will meet or exceed the requirements of the Workers' Compensation Act.

Part "G"

The Committee will also consider potential actions by relevant levels of government that could enhance the safety of employees' work life, and, if the committee determines joint action by the parties would be appropriate, recommend joint action to the union and the Employer.

24.00 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The parties to this agreement recognize that BC Transit's most important assets are its employees and that human problems have the potential of being successfully addressed provided they are identified in their early stage and an individual effort is made to obtain assistance from an appropriate resource.

Whether alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict or other concerns, there are human problems which may have a profound impact upon the lives of employees affected, their families and their job performance.

The Union and the Employer wish to foster and maintain an attitude of assistance towards such problems when encountered by an employee or member of his or her family. Therefore, the parties shall establish and maintain an employee and family assistance program designed to assist Employees or members of their immediate family:

- a) who may have a personal problem which is affecting or may come to affect their job performance and/or quality of life; and to help them gain assistance at the earliest possible opportunity before their condition threatens their employment status or private life
- b) Prevention and/or resolution of personal, social or health problems which may have a negative impact on work performance
- c) Improving their quality of life and
- d) Arranging for appropriate outside resources when applicable.

To meet these needs:

24.01 BC Transit will arrange and pay the fees for a confidential Employee and Family Assistance Program (EFAP). Such program shall be the one currently provided by the Transportation Employee Assistance Program (BCTEAP) Society or another program providing equivalent services.

24.02 As long as the program is provided through the BCTEAP, the CAW Local 333 will be entitled to maintain one member on the Board of Directors of the BCTEAP Society.

24.03 Should BC Transit elect to withdraw from the BCTEAP Society, it will:

- a) give a minimum of 30 days' notice and reason to the Union prior to giving notice to the Society;

Part "G"

- b) consult with the Union concerning the selection of a new service provider;
- c) establish procedures through which the Union will continue its involvement in reviewing and recommending changes to the program while maintaining standards of confidentiality.

24.04 It is understood that the EFAP also covers other employee groups. Nothing in this article shall be construed to limit their eligibility for coverage, input, or involvement in reviewing and recommending changes to the program.

24.05 In recognition of the Employer assuming the full cost and liability for this program, the Union relinquishes all claim to the remainder of the Transition Fund provided by the Provincial Government pursuant to the 1998-2001 Collective Agreement. The Letters of Understanding dated May 5, 1986 between ICTU and BC Transit and the Letter of Understanding dated September 6, 2000 between CAW Local 333 and BC Transit are rendered null and void.

Part "O"

OPERATIONS

1.00 HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Subject to the definition of runs in Article 'O' 1.02 below, approximately seven and one-half (7 1/2) hours shall constitute a normal day's work and thirty-seven and one-half (37 1/2) hours shall constitute a normal week's work of five (5) working days and two (2) consecutive days off. Seven and one-half hours at regular rates shall be paid on any run that has at least a total time worked of seven hours and ten minutes, including report and lay-up time.

1.02 DEFINITION OF RUNS

Early Day Run: any regular run finishing at or before 15:30.
Day Run: any regular run finishing at or before 18:30.
Early Night Run: any regular run finishing before 20:30.
Night Run: any regular run finishing between 18:30 and 01:00.
Owl Run: any regular run finishing after 01:00.
Block Run: shall be classed as a regular run.

1.02.1 Index Run

An index run is a normal day's work as posted on a running sheet for sign-up under Article 'O' 2.01.

2.00 ASSIGNMENT OF WORK

2.01 SIGN-UP

Operators will sign up in order of seniority for work assignments on posted running sheets. Sign-up times will be designated by the Employer for all Operators.

2.01.1 Sign-up Relief

Sign up reliefs will be scheduled to provide the Operator signing up with approximately twenty (20) minutes, but in no case less than fifteen (15) minutes at the Depot prior to their designated sign-up time.

The Employer will pay for one relief and the Operator being relieved will not lose pay. The relief, in turn, will be ineligible to be relieved for the purpose of signing up only if that Operator has signed the relief as overtime.

In the case of Spareboard Operators signing such a relief to make up their day and then asking the Depot Office to relieve them so that they can then sign up, this will be allowed on the understanding that if other Spareboard Operators sign that relief also to make up their day, those Operators will not be allowed a relief so that they can then sign up.

Part "O"

2.01.2 Operators Transferred to the Inactive List

Operators who have been transferred from the Active List to the Inactive List as a result of health or other reasons will not be eligible to sign up. If such Operators return from the Inactive List to the Active List, they will be placed on the Spareboard for the balance of the current sheet, with days off of their choice. If an Operator presents, not less than one (1) business day before the sign up commences, a medical certificate from their doctor indicating a definite return date which will fall within the first three (3) weeks of a new sheet, the Operator may then sign up for the sheet.

2.01.3 Payment for Union Representatives at Sign-up

All normal participation by working Union representatives at sign-ups will be totally paid by the Employer except sheet examination which will be shared 50-50.

2.02 RUNNING SHEETS - DEFINITION AND CONSTRUCTION

The Employer's Planning & Scheduling Department shall construct Operators' running sheets which shall designate the runs available to Operators under the sign-up provided in Article 'O' 2.01. Running sheets shall be made up in accordance with the Employer's running schedule.

2.02.1 Union Sheet Committee

The suggestions of the appointed Union representatives (Sheet Committee) as to the construction of the running sheets will be adopted as far as possible provided:

- (a) the completion of the running sheet will not be unduly delayed, and
- (b) the Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

A Sheet Committee consisting of two (2) employees will be appointed by the Union and the Employer and the Union shall share equally the straight-time wages of Union Sheet Committee representatives for time spent at sheet inspection.

Sheet inspection will not be delayed if a regular Sheet Committee member is unavailable. An alternate will replace the regular Sheet Committee member.

The Sheet Committee will be provided with such documents as are necessary to examine the composition of the running sheets for sign-up as per applicable Agreement Articles re: construction of running sheets.

The Employer will provide information on changes in new running sheets and draft paddles to the Sheet Committee, where possible two weeks and in no case less than one week prior to sheet examination.

Part "O"

2.02.2 Running Sheets - Frequency

The Employer may introduce additional running sheets and may extend the period of a running sheet if exceptional conditions prevail at the time a new sheet is due. It is intended that the Employer will post new running sheets for sign-up according to a frequency not fewer than four (4) new running sheets per year. No running sheets will be in force for a period longer than fourteen (14) weeks, plus the period to the Monday following the next pay break, except that the sheet which includes the Christmas shopping period may be extended to a maximum of sixteen (16) weeks, plus the period to the Monday following the next pay break.

In the event a sign-up for unforeseen reasons becomes impossible, the Employer reserves the right to extend sheets by signed-up Operators continuing to work the runs they are signed on, placing Holiday Block Operators on the spareboard and placing all holiday blocks not signed for on the spareboard.

2.02.3 Running Sheets - Changes

At any time during the life of a sheet the Employer may make changes to the running sheets in effect provided there is no reduction to the number of runs and no loss of earnings to any employee affected thereby.

In the event of unforeseen interferences with normal traffic, the Employer will make the necessary changes to running sheets and equipment for the duration of such interferences.

If new runs are to be added during the life of the sheet, they shall be placed on the Spareboard for the life of that sheet.

2.02.4 Length of Runs

The Employer will guarantee as a minimum that 68% of signed up runs will be cut within nine hours (to include straight runs) and that 60% of signed up runs will remain as straight runs, subject to a leeway of 3% below these limits.

2.02.5 Training Rates of Pay for Existing Operators Breaking in on Existing and New Routes

Operators required by the Employer to train for new transit routes will be paid the applicable rate of pay as provided for in this Agreement.

The Employer shall determine when Operators will be scheduled for training purposes.

2.02.6 Training/Orientation

Where training and/or orientation is provided by the Employer in order to facilitate implementation of changes to services or equipment, Operators who attend such training outside their normal working hours shall be paid at straight time rates for the time spent in such training.

A minimum payment of one (1) hour will apply.

Part "O"

2.02.7 Special Category Runs

The creation of "special category" runs basically entails coupling of an unspecified number of a.m. and p.m. "trippers" and provision of additional allowance time so that such runs will pay seven hours and thirty minutes (7:30).

The agreed basic features are as follows:

- (a) Minimum shift make-up time 5 hours and 30 minutes.
- (b) Maximum shift make-up time 6 hours and 45 minutes.
- (c) Maximum spread time of 13 hours.
- (d) All runs to pay 7 hours and 30 minutes.
- (e) All runs off Saturday and Sunday.
- (f) No specified number of runs.
- (g) All runs are exempt from percentage requirements of present or future Agreements.
- (h) At the next sign-up, runs will be available for signing for the balance of each sheet at all depots.
- (i) Payment for spread time in excess of ten (10) hours at a premium rate of 25% of the Operator's regular straight time rate.

2.03 SERVICE REVIEW COMMITTEE

2.03.1 Objective

The objective of the committee is to ensure operator concerns with respect to scheduling and service related matters are properly investigated and addressed.

2.03.2 Committee Membership

The composition of the Committee is as follows:

- Victoria Planning & Scheduling Manager (Chair), Manager Transit Operations, an Operations Group Coordinator, Operational Planning & Analysis Supervisor; and
- CAW Local 333 Executive Board Member, Sheet Committee Chair, Bus Stop Committee Chair, Lavatory Committee Representative, and an Occupational Health and Safety Committee (Operations) Representative of the Union.

Other staff may be requested to attend meetings to provide information with respect to specific agenda issues.

2.03.3 Terms of Reference

The terms of reference and scope of discussion shall be limited to the following service-related matters:

- (a) routes and deadheading
- (b) facilities including exchanges, washrooms and stops, layover locations
- (c) running times, timing points
- (d) interlining
- (e) frequency, loading and overloads and

Part "O"

(f) operational issues raised by operators through paddle notes or other means.

These discussions are meant to be primarily advisory and to assist in the effective implementation of efficient and reliable service to the public. This committee is not meant to replace or duplicate work done by the Occupational Health and Safety Committee, Bus Stop Committee, the regular sheet inspection process or the identification of operational issues by individual operators through direct communications with the Planning & Scheduling or Operations Departments.

2.03.4 Committee Procedures

Meetings of the Committee will be held quarterly to review service changes prior to sheet construction. Meetings will be called by the Chair, who will be responsible for preparing an agenda for the meeting. The agenda and support material will be circulated in advance. Minutes will be prepared and circulated.

2.03.5 Relationship with Sheet Review Process

The Service Review Committee will meet prior to the commencement of sheet construction for a given sign-up period in order to facilitate understanding of the service basis of the forthcoming sheet and to ensure that service issues raised have been reviewed prior to sheet construction.

2.04 NOTICE OF RETURN TO WORK FOLLOWING LEAVE OF ABSENCE

When Operators return to work following a sickness absence, they shall notify the Depot Office on the day prior to their return in order to be restored to the run they held prior to their absence. The report times shall be 13:00.

Operators on any other approved Leave of Absence shall be scheduled to resume their former run upon return to work without notice unless returning earlier than scheduled, in which case the provisions for returning to work from sick leave will apply. An operator required to be absent under Articles 'G' 6.01.1 and 'G' 6.01.2 shall sign off with the Depot Office on a daily basis. Operators will be exempt from the daily phone-in requirement under exceptional circumstances. Operators unable to sign off prior to 13:00 must notify the Depot prior to 18:00 if they will be unable to return to work the following day. Operators signing off prior to 13:00 shall have their runs placed on the work sheets for the following day and said work shall be governed by the overnight assignment. Work signed off after 13:00 shall go to standby if starting prior to 08:00 and if starting after 08:00 shall be placed on the work sheets for the following day. Operators neglecting to sign off with the Depot Office prior to 18:00 shall be classified as a sleeper for the day.

2.04.1 Sick Report Time

Operators reporting sick prior to 08:00 must report their sickness at least thirty (30) minutes prior to normal report-in time. All other sick reports must be reported at least one (1) hour prior to normal report-in time.

Part "O"

2.04.2 Sleeper

Definition

"Sleepers" are Operators who fail to report on time for any piece of work they have signed, or to which they have been assigned.

Operating Procedure

On each and every occasion that Operators are determined, by the above definition, to be a sleeper, the following options will apply:

1. Operators can voluntarily report and will be paid for all the time worked.
2. They must clear themselves for work for their next working day in accordance with existing practices.
3. Operators who are deemed to be a Sleeper pursuant to the above definition, but report for work within ten (10) minutes of their scheduled report time, when there is a standby available at the depot, shall be able to complete their day's work on the piece of work they were scheduled to do with no loss of pay.
4. If requested by the Depot Office to work or appear for work, the Operators shall be covered by the guarantee as it applies to regular Spareboard Operators.

2.04.3 Unscheduled Transit Service Delays

Where Operators utilize the transit system to effect a relief or a report which falls within their hours of work, (including travel time) and an unscheduled transit service delay occurs, resulting in the Operators being unable to make the relief or report, they shall not be subject to loss of pay or to any disciplinary action or documentation. The Operators will take all steps available to them to notify the Depot Office of their delay at the earliest opportunity.

2.05 AVAILABILITY FOR OVERTIME WORK

2.05.1 All Operators will be available for overtime work on a voluntary basis and the Union may reach agreement with the Employer on limits to the amount of overtime that can be worked by individuals.

2.05.2 When Operators make themselves available for Overtime pursuant to the Terms and Conditions of this Agreement and are mistakenly not assigned Overtime, or are assigned a shorter piece of Overtime than they rate, those Operators shall be paid as though they actually worked the Overtime including all applicable premiums.

3.00 METHOD OF PAYMENT

"Regular rate" shall mean the applicable hourly rate of pay set out in the Wage Schedule. Where applicable "time worked" shall include standby time, report time, and lay-up time. In addition, travel time will be considered as time worked for the sole purpose of calculating overtime payment for shifts that exceed eight (8) hours only, except as provided in Article 'O' 2.01.1, Sign-up Reliefs.

Part "O"

3.01 PAYMENT FOR OVERTIME WORK

In any one day the following overtime rates shall be paid for time worked after completion of an index run or after the stated time worked on random shifts in the case of Spareboard Operators.

Time Worked Per Day	Rate of Pay (Times regular rate)
From 7 hours and 30 minutes to 9½ hours	150%
In excess of 9 1/2 hours	200%

There shall be no compounding on the rate of pay for Sunday or Statutory Holiday work set out in Article 'O' 3.01.1.

On all days except Sundays and Statutory Holidays the rates of pay for overtime worked shall be 150% of the regular rate up to 9½ hours of time worked and 200% of the regular rate for overtime worked after 9½ hours.

3.01.1 Payment for Work on Sundays and Statutory Holidays

- a) All Sunday shifts will be straight shifts and will pay a minimum of five (5) hours at time and one-half (150%). Double time (200%) will be paid for all time worked in excess of 7½ hours.
- b) On Statutory Holidays, the rates of pay for time worked shall be 150% of the regular rate up to 9½ hours of time worked and 200% of the regular rate for overtime worked after 9½ hours.
- c) Operators may elect to bank Statutory Holidays by seniority sign-up in blocks of either five days or ten days. The Employer shall determine the Statutory Holiday blocks to be made available in each sign-up. If such employees elect not to bank Statutory Holidays they shall nevertheless be required to work any holiday scheduled as a work day in accordance with Article 'G' 10.03 and they shall not receive another day off in lieu.
- d) In the case of Operators any payment for banked Statutory Holidays will be made when the holidays are taken. Except as provided in this Article, employees eligible for Statutory Holiday pay will receive it in the pay period in which the Statutory Holiday actually occurs. Operators shall be paid at the wage rate prevailing on the date of the Statutory Holiday.

e) Restricted Period

Banked days as provided for in 'O' 3.01.1 (c) can only be scheduled off outside the prime periods.

- (1) 3rd Sunday in June through the Sunday following Labour Day.
- (2) The last two week period of December.
- (3) The one week of the Public School Spring Break.

Part "O"

f) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to "O" 3.01.1 (d) and (e).

3.01.2 Payment for Callout on a Day Off

If employees are called out on their scheduled day off they shall be paid as follows:

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to 7 ½ hours	150%
From 7 ½ hours to 10 ½ hours	225%
After 10 ½ hours	300%

3.03 SPREADOVER PREMIUM FOR SPLIT SHIFTS

A Spreadover premium shall apply to the normal days of work on a split index which exceeds ten hours duration from the start of the first piece of work to the end of the last piece of work.

3.03.1 The spreadover premium shall be 25% of the Operator's regular straight-time rate.

3.03.2 The spreadover premium shall be paid for the time worked from the tenth hour of total elapsed time.

3.03.3 For the purposes of this Article, total elapsed time (T.E.T.) shall mean the time between the start of the first piece of work and the end of the last piece of work and includes the time not worked between the pieces.

No indexes can extend beyond twelve (12) hours total elapsed time, including travel time.

3.03.4 During this Agreement, the maximum spreadover times for signed up runs shall not exceed the maximum spreadover times which prevailed under the last Agreement. The Employer will revise the scheduling of short pieces of work with the objective of reducing spreadover time to below twelve (12) hours for the majority of these runs. In doing so, the Employer will break up regular runs where necessary, but only to the smallest extent consistent with the objective of twelve hour maximum spreadover.

3.04 MINIMUM PAY FOR SHORT PIECES OF WORK

3.04.1 Single Pieces of Work

A minimum of two (2) hours will be paid for all pieces of work, both on the Spareboard and in signed up work.

3.04.2 Two Pieces Separated by 15 Minutes or Less

Two pieces of work will be considered as a single piece of work and will be paid straight through when they are separated by 15 minutes or less.

Part "O"

3.04.3 Two Pieces Separated by More than 15 Minutes

If, in the building up of a signed up run, two or more pieces of work separated by more than 15 minutes pay six hours or more, then the Employer may pay the time straight through and post as a single piece of work.

3.04.4 Extended Work

Where the Employer requests Operators to extend their work:

- a) by working an additional piece of work; or,
- b) by continuing in service as a result of a missed relief; or
- c) due to a change which is greater than fifteen (15) minutes in the start and/or finish time of signed-up work, pursuant to Article 'O' 2.02.3 of this Agreement; and such work extends beyond the scheduled hours of work, they shall be paid an additional two (2) hours minimum. When such extra work finishes within the scheduled hours of their shift, they will not be paid additional compensation.

Application

1. Where changes made pursuant to Subsection 'O' 2.02.3 that alter the start and/or finish time of signed-up work, and the change extends an Operator's work
 - (a) by less than fifteen (15) minutes, the Operator is required to complete the work (despite Section 'O' 2.05), and will be paid overtime rates for the actual time worked either prior to or after the Operator's originally scheduled start or finish time; or
 - (b) by greater than fifteen (15) minutes, the Operator will be paid an additional two (2) hours minimum and any time exceeding the fifteen minutes shall be worked on a voluntary basis.
 - (c) An Operator who is not relieved at the scheduled relief point is required to do the following:
 - (d) notify the Depot Office during Depot Office hours;
 - (e) carry on "in service" to the terminus or to a point as instructed by a Supervisor; and
 - (f) if no relief is affected at either of these points, return the bus to the garage.

If the Operator has a legitimate reason for not continuing past the relief point, he or she must advise a Supervisor of the reason and is not required to continue operating. A "legitimate reason" is a reason of a pressing and urgent nature relative to the significance of the service disruption to transit customers in all of the circumstances of the missed relief.

2. Despite Section 'O' 2.05, an Operator is required to complete a piece of work or index that has been delayed due to reasons beyond the control of the Employer (*e.g.*, weather conditions, traffic conditions, etc.)

3.05 PAY PROTECTION ON TEMPORARY CHANGE OF WORK

If the Employer assigns Operators to a temporary position away from their run they shall be paid no less than what they earned on their run.

Part "O"

3.06 REPORT TIME AND LAY-UP TIME

When any new garage is placed in operation, any report time and lay-up time will be subject to mutual agreement prior to the opening of any new garage or satellite centre.

3.06.1 Report Time

Operators shall be paid the following report time for taking buses out of the garage to operate in regular scheduled service and charter runs:

17 minutes report time up to 10:59
10 minutes report time after 11:00

3.06.2 Lay-up Time

Operators shall be paid five (5) minutes lay up time in addition to scheduled time for returning buses to the garage.

3.06.3 Farebox Changes

The Employer reserves the right to change fareboxes in the most efficient manner.

3.07 TRAVEL TIME

3.07.1 Definition of Travel Time

"Travel Time" will be established by the Employer in consultation with the Union. It will be based on the actual time it takes to walk between relief points or from a depot where work originates, or it will be equivalent to the scheduled running time between any two locations, whichever is lower. Where a transfer is required an additional allowance will be made, consisting of five minutes when the travel time occurs any time up to 18:00 in the day and 15 minutes when the travel time occurs after 18:00.

Notwithstanding the provisions of Article 'O' 3.00 in which travel time is considered as time worked for the sole purpose of calculating overtime payment, net travel time is considered as a straight time "allowance" to be exempt from the Operator's work day in terms of scheduled time constraints for regular signed up work.

Net time to be applied against all available shift level make-up time (Sign-up runs and Spareboard); accrued travel time for shift lengths less than two (2) hours (A-B, C-D) to be realized when shift make-up is totally absorbed. For any B-C net travel allowance (less than 9 hours spread time), if either A-B or C-D shift is less than two hours, then the balance of make-up to be absorbed before any net travel time allowance is applied. Net travel time for indexes and pieces of work shall be charged against the spareboard guarantee and for "time in" purposes (Spareboard).

Part "O"

3.07.2 Travel Time Application

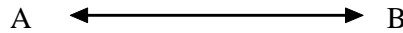
The following letters represent the shift location parameters.

- A - start location of first shift
- B - finish location of first shift
- C - start location of second shift
- D - finish location of second shift

(a) Straight Shifts

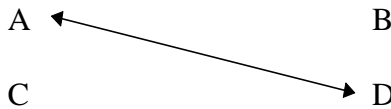
(i) One Piece Straight

Travel time allowance to be applied between starting location of the day's work (pt. A) and the finishing location of the day's work (pt. B).



(ii) Two Piece Straight

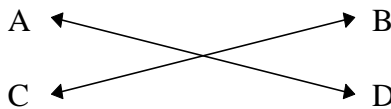
Travel time allowance to be applied between starting location of the day's work (pt. A) and the finishing location of the day's work (pt. D). Time interval between location pt. B and location pt. C to be "paid through" as index make-up allowance.



(b) Split Shifts

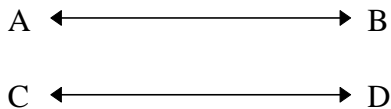
(i) Spread Time of 9 Hours or Less

Travel time allowance to be applied between the starting location of the day's work (pt. A) and the finishing location of the day's work (pt. D) as well as between the finishing location of the first shift (pt. B) and the starting location of the second shift (pt. C).



(ii) Spread Time in Excess of 9 Hours

Travel time allowance to be applied between the starting location of the day's work (pt. A) and the finishing location of the first shift (pt. B) as well as between the starting location of the second shift (pt. C) and the finishing location of the day's work (pt. D).



Part "O"

3.08 MAKE-UP TIME

"Make-up Time" is defined as that time which brings a piece of work or an index up to a guaranteed minimum time as provided for elsewhere in this Agreement and includes the time paid in order to convert two or more pieces of work into one piece of work as provided in Article 'O' 3.04. Make-up time will only be included in a piece of work after all other components (i.e. report time, lay-up time, and travel time) have been accounted for. Make-up time is a straight-time allowance and will not be included in any full index (e.g. 7 ½ hours or more Monday through Saturday or 5 hours or more on Sundays) for which overtime rates are paid. Make-up time for indexes and pieces of work shall be charged against the spareboard guarantee and for time-in purposes (Spareboard).

3.09 TRAINING PREMIUM

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of 40¢ per hour while engaged in training work.

4.00 LAVATORIES

4.01 As far as practicable, lavatories shall be provided at the most suitable terminal on each line. Such lavatories shall be kept in sanitary condition and shall be equipped with a serviceable lock and key.

Washroom locations will be identified in the Drivers' Guide. Washroom location changes between sign-ups will be bulletined.

4.02 LAVATORY COMMITTEE

1. OBJECTIVE

The objective of the Committee is to review, improve and monitor lavatory facilities required by operators during their day to day work.

2. COMMITTEE MEMBERSHIP

The Lavatory Committee will be a standing committee consisting of the following members:

Manager of Operations (Chair)
Two Transit Operators – designated by the Union
One Transit Supervisor

When not possible or appropriate for any person to attend, an alternate will be designated. The Transit Operators will be paid straight time wages by the Employer for the time they attend meetings.

Part "O"

3. TERMS OF REFERENCE

The terms of reference and scope of the Committee will be the following:

- (a) Review of existing lavatory facilities,
- (b) Determination of washroom locations by the addition and/or deletion lavatory locations, either owned, leased, or rented,
- (c) Allocation of a budget as provided by the Employer for these improvements.

The Employer will provide a budget each year for allocation by the committee. This budget will include the current amount allocated to lavatory rental. The Employer undertakes whenever possible to provide a lavatory at all future transit exchanges, or other future transit facilities with the exception of park & rides and bus stops, subject to conditions outside of the control of the Employer. Funding for the construction of these lavatories will be in addition to the annual budget of the Committee.

- 4. The annual budget for the Lavatory Committee shall be \$25,000 per year during the duration of this collective agreement. These funds shall be allocated by the Lavatory Committee.

5.00 UNIFORMS

The Union and the Employer will cooperate in sponsoring and maintaining a high standard of appearance among Operators as provided for by the Employer's rules and regulations.

5.01 CLEANING ALLOWANCE

Operators will receive on their pay cheques a cleaning and maintenance allowance of \$12.00 biweekly effective April 1, 1999.

6.00 NEW OPERATING CENTRES

If the Employer establishes new operating centres these new centres will be covered by this Agreement but will be subject to local operating conditions.

7.00 TEMPORARY PROMOTIONS

7.01.1 The Employer shall bulletin inviting applications from Operators covered by this Agreement to fill acting supervisory positions.

7.01.2 A temporary promotion to an acting supervisory position shall have a duration of not more than 180 calendar days in each calendar year.

Part "O"

7.01.3 Operators temporarily promoted by the Employer to fill an acting supervisory position shall have their seniority maintained for the period of their promotion.

7.01.4 An Operator temporarily promoted to an acting supervisory position shall be covered by the policy or collective agreement applying to supervisory personnel at that time.

8.00 SHIFT PREMIUMS

Operators shall be paid a shift premium of 75¢ per hour for all hours worked after 20:00.

9.00 ONE-DAY ANNUAL VACATION

Operators entitled to six (6) weeks of Annual Vacation per Article 'G'9.02, will have the option of leaving one (1) week of Annual Vacation unscheduled at the time of the Annual Vacation Sign-up. These five (5) days will be scheduled at a later date, subject to staffing requirements, and may be taken one or more days at a time.

The following rules shall apply:

- (1) Employees must show their intent to retain the five (5) unscheduled days (or such number of days that may make up a work week) at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- (2) Single days of Annual Vacation may be scheduled at the time of Annual Vacation sign-up, in order of seniority. Statutory holidays will not be available for signing.
- (3) After the sign-up has been completed, the Employer will make available one slot each day not signed for during the annual vacation sign-up (statutory holidays not included) for operators wishing to take single day(s) of annual vacation. Operators may request the single day(s) not more than one month in advance, and not less than 48 hours in advance. Choices will be limited to one day per operator per week. When more than one operator applies on the same day, seniority will be the determining factor. In all other cases, requests will be granted on a first-come-first-served basis.

10.00 SPAREBOARD RULES

10.01 SPAREBOARD

The Employer will endeavour to maintain a number of operators equal to not less than 12% of the number of operators that will be required to sign on the property(ies) for the new sheet.

The method of determining the minimum number of spareboard positions will be based on 12% of the following, as required by the new sheet being signed:

- (a) Indexes
- (b) Day off blocks
- (c) Averaged Annual Vacation blocks
- (d) Compressed Work Indexes

The Spareboard will be filled in seniority order at the quarterly sign-up.

Part "O"

10.01.1 Spareboard Operators - Days Off

Spareboard operators will receive the same number of days off as signed up operators. Spareboard operators will select consecutive days off in order of seniority at the regular sign-up times. When required, new operators will be added to the spareboard until the next sign-up and shall be designated consecutive days off at the discretion of the Employer.

Days off for vacation relief operators who are on the spareboard due to lack of operators on vacation will be determined by the Employer and posted on the operators' sign-up sheets prior to the operator being required to sign such sheets.

10.02 SPAREBOARD GUARANTEE

10.02.1 The guarantee for all spareboard operators who make themselves available for work shall be 7½ hours per day, including Sunday premiums and Holiday premiums at 150%. Every day that operators make themselves available and fulfil their obligation under these Spareboard Rules, they will be eligible for the daily guarantee. Any overtime worked cannot be applied towards the guarantee for any other day.

10.02.2 On any day operators sign off or fail to report, or cause themselves to lose work, or place themselves in violation of the National Safety Code, those operators shall be paid only for actual time worked.

10.02.3 Spareboard operators, by their turn at the P.M. rollcall, who are not able to show that they have signed on, and are safe on 7½ hours work on any given day (5 hours on Sundays and Statutory Holidays), must take the longest piece of work up to a day's work of 7½ hours. In keeping with seniority privileges, an operator may pass down the longest piece of work in favour of taking the second longest or third longest, etc. as long as there are junior spareboard operators available who are not able to show that they have signed on, and are safe on 7½ hours work (5 hours on Sundays and Statutory Holidays).

10.03 TRIPPERS, SPECIALS AND SPLIT WORK

Depot offices shall not have the right to build up a spareboard operator's work day with allowance time to a full day's work thereby causing the operator to lose seniority.

10.04 SPAREBOARD QUALIFICATIONS

10.04.1 Operators exercising their seniority to sign the spareboard or vacation relief involving the spareboard, must be qualified to operate all types of equipment used in Victoria Operations. They must be proficient in all variations of work covered by the spareboard.

10.04.2 All work assignments, signed for or assigned, must comply with the National Safety Code, Section 3, "Hours of Service".

Part "O"

10.05 ADDITIONAL WORK

10.05.1 When circumstances are such that all spareboard operators have completed 7½ hours, then work starting after 19:30 will be voluntary and will be assigned to any operator on a first-come-first-served basis. Any operator starting work prior to 08:00 hours will not be required to work past 19:30 hours.

10.05.2 National Safety Code Exception

An operator who is impacted by the NSC as a result of accepting a voluntary assignment, who is subsequently required to attend the 09:00 sign-up, will not be required to work past 19:30 hours to qualify for the daily guarantee.

Operators who are impacted by the NSC as a result of exercising their seniority to select a piece of work, who are subsequently required to attend the 09:00 sign-up, will be required to remain available to cover work up to the end of the service day or to whenever they work 7.5 hours, whichever occurs first.

10.06 09:00 SIGN-UP

10.06.1 Operators leaving a selection of work choices must leave a sufficient number of choices to cover their seniority. Operators who fail to leave sufficient work choices will be assigned the last piece of work after the 09:00 sign-up has completed, and each piece of work shall finish by 19:30 hours. Operators may break into the sign-up after failing to sign in their correct seniority position by declaring their intent to the depot office supervisor. They may only sign work that is available from the time they declare their intent. If two or more operators are involved, the senior operator will receive the earliest finish.

The only operators who are permitted to leave a selection of work choices for the 09:00 sign-up are:

- (a) Operators who have been assigned work on the overnight sheet under the letter "G", or
- (b) Operators who have been assigned work under the letter "E" when the finish time of such work prevents the operator from reporting for the 09:00 sign-up, or
- (c) Operators who have been assigned work under the letter "F" when the finish time of such work prevents the operator from reporting for the 09:00 sign-up, or
- (d) Operators who have received approval from the depot office supervisor for emergency reasons, or
- (e) Operators who are affected by the National Safety Code may leave work choices on the next day's choice sheet.

10.06.2 Spareboard operators who are marked up for the 09:00 sign-up but fail to report or answer to their name being called, will be assigned the last piece of work available to 19:30 hours. If two or more operators are involved, then the senior operator will be assigned the earliest finish piece of work. Operators may break into the sign-up after failing to sign in their correct seniority position by declaring their intent to the depot office supervisor. They may only sign work that is available from the time they declare their intent.

Part "O"

10.06.3 Operators leaving their written choices of work must:

- (a) ensure they are marked 1st, 2nd, 3rd choices, etc.,
- (b) ensure their choices are clearly written,
- (c) accept work that is assigned them if (a) and (b) are not followed.

Any clarification as to the written selection will be interpreted by a union spareboard representative or designate when requested by the depot office supervisor or designate.

10.06.4 The shortest piece(s) of work will be blocked for assignment to overtime operators and will not be unblocked unless the unblocking process complies with subsections "O"-10.06.5 and "O"-10.06.6.

10.06.5 At 09:00 sign-up, operators may:

- (a) sign 2 or more blocked pieces of work provided they receive 7½ hours or more work for the day (5 hours on Sundays and Statutory Holidays), or
- (b) split into a shift for a minimum of 2 hours plus sign one or more blocked, or unblocked, pieces of work provided they receive 7½ hours or more work for the day (5 hours on Sundays and Statutory Holidays), or
- (c) sign a blocked piece of work provided it makes their day.

10.06.6 An operator may at 09:00 sign-up request a blocked piece of work providing that the paid time between all unblocked pieces of work and the blocked piece of work being requested do not exceed 10 minutes.

10.06.7 Any work remaining at the 09:00 sign-up will be assigned to the junior operator who can complete the work without going into overtime. If all operators will go into overtime, it will be assigned to the junior operator who has not made his or her day.

10.06.8 All time worked after the scheduled finish time of a piece of work assigned to be completed prior to the 09:00 hours, will be applied to the operator's day provided the time is reported to the depot office prior to the start of the 09:00 sign-up.

Operators working letter choice "G" must report all time worked past their scheduled finish time immediately upon arrival at the VTC and prior to their work selection at the 09:00 sign-up.

10.06.9 An operator may not be bumped off work at the 09:00 sign-up by another operator or by the depot office supervisor or designate.

10.06.10 Spareboard blocks cannot be split except for sign-up relief or when, for any reason operators are forced into a block that will put them in excess of 7½ hours. The block shall be split at the nearest relief point to 7½ hours and provided that the leftover piece is a minimum of 2 hours.

10.06.11 Known work that will continue past 19:30 hours may be signed pursuant to "O"-10.12.1 over the guarantee. This provision applies to voluntary 3rd pieces of work only.

Part "O"

Note: This provision comes into effect no later than the first day of the first pay period after October 1, 1999.

10.06.12 Work obtained from standbys signed at 09:00 is subject to 19:30 hours finish. Pass up provisions will apply.

10.06.13 PM Standbys may be placed on the 09:00 sheet for selection by operators at the 09:00 rollcall and shall be subject to the 19:30 qualifying time.

10.07 13:15 SIGN-UP

10.07.1 The afternoon sign-up will be conducted at 13:15 hours. Daily work sheets will be posted in a designated location for viewing with all available work shown, including standbys subject to additions and deletions. The work sheets will be posted from 04:50 hours until 13:00 hours.

10.07.2 At 13:00 the official overnight sheet will be made up in preparation for signing at 13:15 hours.

Note: The "official" overnight sheet will include all additions, deletions, and revisions and will be considered binding.

10.07.3 Operators may choose work for the PM sign-up in the following ways:

- (a) Show up at 13:15 hours and choose work within seniority;
- (b) Leave a choice on sheets provided, based on available information from the worksheet, choice cannot be left by telephone; or
- (c) If options 1. or 2. are not exercised, the operator's permanent letter choice will be used by the depot office supervisor or designate.

10.07.4 Letter Choices and Work Allocation

- (a) All operators must submit all letter choices. Work on the overnight sheet will be allocated by the depot office supervisor or designate in order of seniority and in accordance with each spareboard operator's written statement of preference using the letter system outlined in "O"-10.07.6. A separate set of letters may be submitted for Saturday, Sunday and statutory holiday work only.
- (b) If operators do not fulfill their obligation for submitting all their letters for weekday, weekends (Saturday and Sunday) and statutory holidays, the depot office supervisor will assign work pursuant to generic letter choices as follows: A, B, F, G, C, E, J, D, H, I. Operators will be permitted to submit sufficient letters for the next overnight sign-up.

10.07.5 At the beginning of each sign-up, spareboard operators will submit their letter choices to the depot office supervisor, or designate, which will indicate their preferences before going to the spareboard. A spareboard operator on vacation or sick leave may submit a choice of letters on return.

Part "O"

10.07.6 The order of preference for work on the overnight sign-up will be selected from the following letter choice definitions. Longest piece of work to senior operator. Work will be allocated: senior operator - 1st letter choice available, 2nd choice, etc., No. 2 operator - 1st choice, 2nd choice, etc., until the last operator.

- “A” Day Run (earliest finish to senior operator) finishing at or before 15:30.
“B” Day Run (earliest finish to senior operator) finishing at or before 18:30.
“C” Early Night Run finishing at or before 20:30.
“D” Night Run (earliest finish to senior operator).
“E” Early Report — Early report operators cannot be "bumped" off work signed during their report time. When two or more operators are signed-in on early report, a senior operator may exercise seniority to pass down work to a junior operator providing that the start time of the work to be passed down is within the junior operator's early report time.
“F” Early Overloads, Specials or Charters finishing at or before 09:00.
“G” Early Overloads, Specials or Charters finishing after 09:00. (Depot office supervisor or designate must be notified by note or telephone of choice for 09:00 sign-up.)
“H” Special Event Charter or Specials of six and one-half (6.5) hours or more. (Earliest finish to senior operator).
“I” 09:00 Report subject to work starting at or after 09:00 hours. This choice to be used by operators affected by the NSC only.
“J” PM Report/Late Night Standbys subject to staffing requirements. The depot office supervisor will endeavor, when possible, to have this work assigned as a straight through piece of work.
CWW Compressed Work Week — CWW may be added as a prefix to any of the above compatible letter choices.
LS To be used anywhere to indicate latest start.
EF To be used to indicate earliest finish.
LTC or VTC To indicate start location.

10.07.7 The order of preference will be in force until changed by the operator and may be changed at the request of the operator on twenty-four (24) hours notice not more than once every 7 days.

10.07.8 The depot office supervisor or designate will assume operators do not want overtime unless they indicate on the overnight sheet or by letter choice (*e.g.* A, B+OT, C+OT, CWW, etc.) It is the responsibility of the operator to ensure overtime assignments are in keeping with the National Safety Code.

10.07.9 It is the responsibility of operators to ascertain from the overnight sheet the duties that have been assigned to them. For the benefit of operators returning from late duties, when the depot office is closed, the overnight sheet will be posted in the side window of the depot office. Operators who do not finish at VTC will be able to phone the depot for the next day's assignment, start and finish times and start and finish location(s). The depot office supervisor or designate will from time to time post the times during which these operators can call the depot

Part "O"

office. An operator may request a repeat of detailed information or to read back detailed information to ensure it is correct.

10.07.10 All other work on hand will be selected by seniority at 09:00 sign-up daily.

10.07.11 When there are more operators than work at the overnight assignment, surplus spareboard operators will be assigned either an AM or PM standby at the 13:15 roll call, by seniority choice.

PM STANDBY:

- (a) A PM standby will be a straight shift of 7½ hours (5 hours on Sundays and Statutory Holidays) and may include a tripper.
- (b) During the standby portion of the assignment, the operator will accept or pass work in the order of seniority.
- (c) During the standby portion of the shift, the operators will complete any work they are assigned that may continue beyond the end of the shift.
- (d) Overtime will commence after 7½ hours of work.
- (e) Operators assigned to the PM standby will not be required at the 9:00 sign-up.

AM STANDBY:

- (a) An AM standby is an early report that may be less than 7½ hours and may include a tripper.
- (b) During the standby portion of the assignment, the operator will accept or pass work in the order of seniority.

10.08 GENERAL RULES

10.08.1 All travel time will be shown on the sheet and included in the indicated paid time towards the operator's daily guarantee.

10.08.2 Two pieces of work will be considered as a single piece of work and will be paid straight through when they are separated by 15 minutes or less.

10.08.3 Where there are no early report operators left, the first available spareboard operators (within seniority) have the option of taking a longer piece of work, subject to the depot office determining essential run coverage. They may be bumped and should leave a choice for PM work. The above rule is applicable only if an operator has not been called in to start the work.

10.08.4 An operator may not be bumped off or cut off work obtained during standby.

10.08.5 Spareboard operators who do not have 7½ hours work for the day must report to the depot office in person or by telephone after completing each duty to find out if further work is available.

Part "O"

10.08.6 It is understood that once operators accept a piece of work, they are committed to work it.

10.08.7 All work is subject to cancellation. Should a piece of work be cancelled and the operator signed on that work is contacted prior to the report time, no time will be paid. Should a piece of work be cancelled and the operator is not contacted prior to report time, then 2 hours at the operator's straight time rate will be paid. An operator whose work has been cancelled may be assigned alternate work finishing on or before 19:30 hours and may claim seniority at the next sign-up of work.

10.08.8 In case of sickness or serious illness, the depot office supervisor or designate will use his or her own judgement in allocating work. However, when a shift is started by an operator, he or she may be relieved or bumped off it by a spareboard operator after 2 hours, providing a minimum of 2 hours is left for the spareboard operator to claim.

10.08.9 Operators who obtain work from an early standby may request, prior to the 09:00 sign-up to be relieved at the closest relief point to 7½ hours (5 hours on Sundays and statutory holidays) provided that the leftover piece is a minimum of 2 hours.

10.08.10 Operators who have signed for a standby cannot sign any other work that starts within one hour of their signed-for standby finish time.

10.08.11 A sleeper can be relieved (bumped) off any work after completing 2 hours either by a spareboard operator or standby operator, if available. This applies to indexes only, not "S" work.

10.08.12 All work on the spareboard will pay a minimum of 2 hours.

10.09 WORK SIGNED IN ERROR

10.09.1 Spareboard operators signed overnight on a run which is signed in error must contact the depot office for direction, subject to the following:

- (a) Spareboard operators signed on work in error or left off the sheet in error for runs starting before 09:00 will be placed on standby for the duration of the hours which they rated, will take their seniority among standby operators and will not be forced to work past their original scheduled finish.
- (b) Operators signed on overtime work in error, or left off overtime in error, will be placed on standby for the duration of the overtime piece of work that they rated, and will take their seniority among standby operators and will not be forced to work past their scheduled time.
- (c) Operators signed on work in error or left off work in error starting after 09:00 will be placed on standby for 7½ consecutive hours. They will take their seniority place amongst other standby operators. They will not be forced to work past original scheduled finish time.

Part "O"

10.10 SPAREBOARD OPERATORS FORCED ONTO WORK

10.10.1 If, at the 09:00 sign-up, operators are forced onto a piece of work that will put them in excess of 7½ hours (5 on Sundays and Statutory Holidays), they will be relieved upon request at the relief point closest to the completion of 7½ hours provided that the leftover piece is a minimum of 2 hours.

10.11 DROPPING SENIORITY FOR LEAVES OF ABSENCE (LOA)

10.11.1 Same Day LOA Request

Operators requesting to be off part or all of their work assignments must apply to the depot office supervisor for approval prior to the commencement of the 09:00 sign-up.

10.11.2 Next Day LOA Request

Operators requesting to be off part or all of their work assignments must apply to the depot office supervisor for approval prior to 13:00 hours in order that their work can be incorporated into the overnight sign-up process.

10.11.3 Operators dropping their seniority will only be required to work their choice of blocked AM and/or PM overloads and will be paid for time worked only. Operators dropping their seniority shall not work overtime or standby. Dropping seniority will go on a first applied for – first granted basis at the discretion of the depot office supervisor or designate.

10.11.4 No LOA will be granted on Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day, with the exception of Personal Emergency Leaves. Personal Emergency Leaves granted must be supported with proof of the emergency. Personal Emergency Leaves granted but not fully substantiated will be classed as an "Unauthorized Leave".

Requests for dropping of seniority on Christmas Eve Day and New Years Eve Day must be approved by the Union prior to submission to the Employer for Approval.

10.12 ALLOCATION OF OVERTIME

10.12.1 Overtime and/or blocked work is to be assigned in the following order:

- (a) Operators on return to work (R.T.W.)
- (b) Operators dropping seniority
- (c) Operators off on union business in seniority (AM and/or PM)
- (d) Sleepers
- (e) Spareboard operator on regular working day, if available
- (f) Signed-up operator on regular working day, limit two overtime assignments per pay period

Part "O"

- (g) Signed-up operator on regular working day with two overtime assignments in the pay period
- (h) Operators on seminar; transit ambassadors and part-time trainers in seniority
- (i) Operators off full day on union business
- (j) Any operator on day off in order of seniority
- (k) Acting transit supervisors (before or after shift) when no other operators available.

10.12.2 When a full shift goes to overtime on a weekend, the depot office supervisor or designate may split the shift pursuant to "O"-10.12.1. The Union recognizes that it is ordinarily impractical to split a night run.

11.00 COMPRESSED WORK WEEK RULES

All provisions cited herein refer to those appearing in the Collective Agreement. Where there is a conflict between any other provision in the Collective Agreement and these Rules, the provisions of these Rules shall prevail.

11.01 APPLICATION

These Rules apply to Transit Operators who sign for Compressed Work Week indexes. These Rules also apply to Transit Operators blocking for Annual Vacation and Banked Statutory Holidays of Transit Operators signing for Compressed Work Week indexes.

11.02 REPORTING FOR COURT APPEARANCE

For the purpose of "G"-6.01.1 and "G"-6.01.2, Transit Operators will be deemed to have commenced work at 08:00 and will return to work and complete their day as a standby until 17:30. Operators to refer also to "O"-2.04.

11.03 ANNUAL VACATION

11.03.1 The days of vacation listed in Column (2) of "G"-9.02 be converted to hours as follows:

15 days	Equals	112.5 hours
20 days	Equals	150.0 hours
25 days	Equals	187.5 hours
30 days	Equals	225.0 hours

11.03.2 A week of Annual vacation shall be computed on the basis of four days of 9.38 hours per day.

11.04 STATUTORY HOLIDAYS

11.04.1 An eligible Transit Operator, as defined by "G"-10.02, shall be paid statutory holiday pay on the basis of 7½ hours at straight-time rates for each Statutory Holiday earned.

11.04.2 A Transit Operator who signs a "short shift" on a Statutory Holiday or who is not required for work on a Statutory Holiday that falls on what otherwise would have been a work

Part "O"

day may request the Depot Office to assign an A.M. overload, payable at straight-time, to assist in offsetting the loss of pay arising from not working a Compressed Work Week index that day.

11.04.3 Transit Operators who elect to bank statutory holidays shall have their time off computed on the basis of four days of 9.38 hours per day per week of banked statutory holidays.

11.05 WAGE PROTECTION PLAN

11.05.1 The definition of regular daily earnings given in "G"-12.01 shall mean 9.38 hours per work day and the 7½ hour maximum shall not apply to Transit Operators signing up on Compressed Work Week indexes.

11.05.2 Notwithstanding "G"-12.02.1, on each absence covered by the Short Term Disability Plan, an eligible employee will be paid benefits after the first 22½ hours of lost time for each absence.

11.06 BENEFIT PREMIUMS FOR LEAVES OF ABSENCE OF 15 DAYS OR MORE

A Transit Operator who is on a leave of absence without pay for a period of twelve (12) or more working days in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance plans outlined in "G"-13.01, "G"-13.02, "G"-13.05 of the Collective Agreement.

11.07 WORK WEEK

Approximately 37½ hours constitutes a normal work week. The work week shall consist of any four consecutive work days with three consecutive days off, and the provisions of "O"-1.00 and its subordinate clauses do not apply.

11.08 WORK DAYS IN A PAY PERIOD

Ten (10) working days shall mean 75 hours exclusive of overtime and the maximum daily guarantee shall be 7½ hours.

11.09 LENGTH OF RUNS EXCLUSION

Compressed Work Week Indexes shall be excluded from the calculation of the percentage of straights and the percentage of runs cut within 9 hours contained in "O"-2.02.4.

11.10 DEFINITIONS

11.10.1 "Regular rate" shall mean the applicable straight-time hourly rate for Transit Operators set out in the Wage Schedule of the Collective Agreement.

11.10.2 "Time worked" and "working time" shall have the meanings ascribed to them elsewhere in the Collective Agreement.

Part "O"

11.11 TRAVEL TIME

Travel time will be considered as time worked for the sole purpose of calculating overtime payment for indexes that exceed 10 hours only.

11.12 MAKE-UP TIME

Make-up will be paid on Compressed Work Week indexes so that they pay a minimum of 9.38 hours in accordance with "O"-3.08.

11.13 OVERTIME

11.13.1 Overtime shall be paid for all time worked after the completion of a Compressed Work Week index or 9 hours 23 minutes of work, whichever occurs first.

11.13.2 Except for call-outs on days off, the overtime rates shall be 150% of the regular rate up to and including 11 hours and 200% thereafter.

11.13.3 On Sundays, the rates of pay for time worked up to the commencement of overtime, as provided in 11.13.1 and 11.13.2 above, shall be as provided in the Collective Agreement.

11.14 SPREADOVER PREMIUM

The Spreadover premium provided in "O"-3.03.1 shall be paid for time worked from the eleventh hour of total elapsed time and Compressed Work Week indexes may be extended to a maximum of 13 hours of total elapsed time.

11.15 COMPRESSED WORK WEEK INDEXES AND THE SPAREBOARD

11.15.1 Open Compressed Work Week indexes shall be assigned by regular spareboard procedures.

11.15.2 A Spareboard Operator forced to cover a Compressed Work Week index at the 13:15 sign-up may request, at the time the Operator is forced, that the Depot Office Supervisor split the index at 7½ hours. Except where service to the public may be adversely affected, the split will be made at

- (a) the start of the first half,
- (b) the end of the last half, or at
- (c) the natural break

of the index in order to maintain the least spread within the piece of work.

11.15.3 A Spareboard Operator on Early Report may elect to work the entire Compressed Work Week index or may elect to work the index up to the natural break. If the index is to be worked to the natural break, the remainder of the index will be listed for the 09:00 sign-up.

11.15.4 When an open Compressed Work Week index occurs other than as specified above, such work shall be assigned in accordance with the provisions of Article "O"-10.00.

Part "O"

11.15.5 Except for the provisions of "O"-11.15.1. through "O"-11.15.4, the Compressed Work Week Rules do not apply to Transit Operators who have signed up under "O"-2.01 as Spareboard Operators.

11.16 MAXIMUM NUMBER OF COMPRESSED INDEXES

The number of compressed work week indexes available for signing at any sign up shall not exceed 14% of the total number of active operators signing the sheet.

12.00 BANKED OVERTIME

Transit Operators may bank a maximum of seventy-five (75) hours of overtime in a payroll year.

1. This banked time may be used in single or part day increments according to the following:
 - (a) Employees must show their intent to bank either 37.5 or 75 hours overtime at the time of the Annual Vacation sign-up by signing the overtime banking intent sheet.
 - (b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - (c) Employees shall arrange banked time to be taken off with their immediate supervisor, giving forty-eight (48) hours minimum advance notice of their intent. Notwithstanding the foregoing, upon request the 48 hour minimum advance notice may be waived at the discretion of the Employer. Such a request will not be unreasonably denied.
 - (d) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
2. Any unused portion in a Transit Operator's overtime bank may be paid out at any time at the request of the transit operator, subject to the following:
 - (a) the request shall be made in writing;
 - (b) the written request must be given to the Depot Supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Transit Operator wishes to receive the overtime bank pay-out;
 - (c) the overtime bank pay-out will be included in the Transit Operator's paycheck;
 - (d) a Transit Operator who has requested to have his or her overtime bank paid out will not be permitted to bank any overtime hours for the remainder of the payroll year.

Part "O"

3. Any unused portion of a Transit Operator's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year to an amount not exceeding:
 - (a) seventy-five (75) hours, if the Transit Operator has elected to bank that amount for the following payroll year; or
 - (b) thirty-seven and one-half (37½) hours, if the Transit Operator has elected to bank that amount for the following payroll year and any amount in excess of 37½ hours remaining will be paid out in the paycheque for the first pay period of the following payroll year.
4. The one open slot per day available for operators to use single day annual vacation days, plus one additional slot per day will be available for signing to use banked overtime,. All other provisions in "O" 9.00 which apply to using annual vacation single days will apply to using banked overtime.

Part "M"

MAINTENANCE

1.00 HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Seven and one-half (7 1/2) hours shall constitute a normal day's work and thirty-seven and one-half (37 1/2) hours shall constitute a normal work week of five (5) days' work followed by two (2) days off.

1.01.1 Work Day Start & Finish Time Adjustment

Subject to operational requirements, the regular start and finish time of an employee's shift shall be adjusted by up to 20 minutes at the employee's request in order to facilitate the employee travelling to and from work on the Victoria Regional Transit System, car or van pooling.

1.02 HOURS OF WORK - GARAGES

1.02.1 Daypersons

Between 07:00 and 17:00 a Dayperson shall work seven and one-half (7 1/2) hours and shall have an additional one-half (1/2) hour off as an unpaid lunch period. The total eight (8) hours, including the lunch period, shall be an unbroken period.

1.02.2 Other Shifts

Shifts other than as provided by Article 'M'1.02.1 shall be for eight (8) consecutive hours, including one-half (1/2) hour off as an unpaid lunch period.

1.03 MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES

The following terms and conditions give effect to a modified work day for all employees in the Maintenance Department except Interior Bus Cleaners.

1.03.1 Definitions and Interpretations.

- (a) All clauses cited herein refer to those appearing in either Part "G" or Part "M" of the Collective Agreement.
- (b) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, "M"-1.03, the provisions of this Section shall prevail.
- (c) For the purposes of this Section, 8.08 hours shall mean eight hours and five minutes.
- (d) Except as provided in this Section, any reference to regular hours means 7½ hours of work.
- (e) "M Day" means a scheduled day off with pay at the rate of 7½ hours at the employees' straight-time rate of pay, taken in conjunction with their regular days off referred to in "M"-1.01.
- (f) "M Day cycle" is a period of three consecutive weeks ending with an employee's M Day.

Part "M"

1.03.2 Average Workday

In any M Day cycle, the average workday shall be approximately 7½ hours and the average workweek shall be approximately 37½ hours. This will be achieved on the basis of 8.08 hours of work per day for fourteen days in the M Day cycle.

1.03.3 Scheduled Hours of Work

On any day, an employee's scheduled hours of work shall be 8.08 hours and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between 7½ hours and 8.08 hours on an employee's scheduled workday shall be banked in his M Day bank at straight-time rates.

1.03.4 On a scheduled workday, all time worked by employees between 7½ hours and 8.08 hours, to a maximum of 35 minutes shall be banked in their respective M Day banks.

1.03.5 M Day Entitlement

When the employee's M Day bank has accumulated not less than 7½ hours, he or she shall be entitled to an M Day.

1.03.6 An employee's M Day bank shall not have a negative balance.

1.03.7 M Days earned must be taken as time off as scheduled in the annual sign-up.

1.03.8 M Day Bank Maximum Hours

An employee's M Day bank shall not exceed 15 hours. All time in excess of 15 hours shall be paid to the employee at his regular straight-time rate in Pay Period 01 of the immediately following payroll year.

1.03.9 Payment for Overtime Work - Except Sundays

On any day except Sunday, all hours worked in excess of 8.08 hours shall be paid at double time (200%). "M"-3.01.1 shall not apply.

1.03.10 Payment for Work on Sundays

On Sundays, employees shall be paid at one and one-half times (150%) of their basic hourly rate for all hours worked up to 7.5 hours and at two times (200%) of their basic hourly rate for all hours worked in excess of 8.08 hours. "M"-3.01.2 shall not apply.

1.03.11 Shift Premiums

On afternoon and night shifts, the appropriate Shift Premium set out in "M"-3.06 is payable from 7.5 hours to 8.08 hours.

Part “M”

1.03.12 Tool Allowance

The normal hours of work referred to in “M”-9.01 for the Tool Allowance shall mean 8.08 hours and the Tool Allowance payable for time worked between 7.5 and 8.08 hours will accrue to the employee’s M Day bank.

1.03.13 M Day Bank Exclusions

Except as provided hereunder, employees shall not accumulate time in their M Day bank for time not worked, including reporting time as provided in “G”-6.00, Statutory Holiday pay as provided in “G”-10.02.1, any leaves of absence provided in “G”-11.00 and absences for which Wage Protection Plan benefits are payable as provided in “G”-12.00.

1.03.14 Use of Excess Time in M Day Bank

Excess time in an employee’s M Day bank may be used for the purpose of earning the next scheduled M Day following an absence under “G”-6.00 and “G”-11.03 or as a top-up to vacation pay.

1.03.15 Annual Vacation Entitlements

Employees who complete the years of service shown under Column 1 shall be entitled to the corresponding number of hours of Annual Vacation with pay as shown in Column 2 to be taken during that year and subsequent years with Column 3 displaying the equivalent number of paid days of vacation.

Column 1 Length of Service	Column 2 Vacation Hours	Column 3 Equivalent 8.08-Hour Days
1 year of service	112.5 hours	13.92
8 years of service	150.0 hours	18.56
16 years of service	187.5 hours	23.21
23 years of service	225.0 hours	27.85

1.03.16 Annual Vacation and M Days

Annual Vacation will be taken on the basis of 8.08 hours per day with 35 minutes of each day of vacation placed in the employee’s M Day bank when taken in one-, two-, three-, four-, five- or six-week blocks. M Days falling within a holiday block will be taken as scheduled.

1.03.17 Random Days of Annual Vacation

Random days provided in “G”-9.02 and those provided in “M”-1.05 shall be taken on the basis of 8.08 hours per day. Any excess time in an employee’s M Day bank may be used for the purpose of earning the next scheduled M Day.

Part "M"

1.03.18 Statutory Holidays

(a) Statutory Holiday Pay

A normal day's time, for the purposes of Statutory Holiday pay under "G"10.02.1 shall mean 7.5 hours.

(b) Employees Working Statutory Holidays

An employee may elect to bank any Statutory Holidays worked and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(c) Statutory Holidays and Annual Vacation

Employees may elect to bank any Statutory Holiday which falls in their regularly scheduled Annual Vacation period and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer.

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(d) Employees Not Working Statutory Holidays

Employees may elect to bank up to five (5) Statutory Holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(e) Blocking

Employees exercising banking rights under "M"1.03.18 (b) and (c) above may block Statutory Holiday lieu days in groups of five (5) days or less subject to staffing requirements as determined by the Employer and wherever possible will be tied to the employee's regular days off or annual vacation.

(f) Payment

Part "M"

Payment for employees covered under "M"1.03.18 (b), (c) and (d) above will be at the wage rate prevailing for the employee's job classification on the date the banked Statutory Holiday(s) are taken.

Employees who fail to exercise the provisions of "M"1.03.18 (b), (c) and (d) within the prescribed time limits expressed therein shall forfeit the banked time portion and receive the banked pay portion forthwith.

(g) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to "M"1.03.18(b), (c), (d), (e), (f).

1.03.19 Wage Protection Plan Absences

Absences for which Wage Protection Plan benefits are payable equaling more than three days in an M Day cycle will result in the cancellation of the employee's next M Day. All time accumulated in the employee's M Day bank during the M Day cycle of the canceled M Day will be removed from the bank and paid to the employee in the next following complete pay period.

1.03.20 "M"-1.05 shall be deemed to include days off with pay in lieu of Statutory Holidays worked as provided in "G"-10.03.

1.03.21 X Employee Working Scheduled M Day

An X Employee required, on his scheduled M Day, to perform relief work will have his M Day rescheduled to a day mutually agreed upon between him and his Supervisor at no extra cost to the Employer.

1.03.22 Other Employees Working M Day

Employees who agree, when requested by the Employer, to work their M day shall be paid the rate of pay set out in "M" 3.01.3.

1.04 MODIFIED WORK DAY FOR INTERIOR BUS CLEANERS

The following terms and conditions give effect to a modified work day for Interior Bus Cleaners.

1.04.1 Definitions and Interpretations

- (a) All clauses cited herein refer to those appearing in the Collective Agreement.
- (b) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, "M"-1.04, the provisions of this Section shall prevail.
- (c) In this Section, 6½ hours means six hours and 30 minutes.
- (d) Except as provided in this Section, any reference to regular hours means 6 hours of work.
- (e) "M Day" means a scheduled day off with pay at the rate of 6 hours at the employees' straight-time rate of pay, taken in conjunction with their regular days off referred to in "M"-1.01.
- (f) "M Day cycle" is a period of three consecutive weeks ending with an employee's M Day.

Part "M"

1.04.2 Average Workday

In any M Day cycle, the average workday shall be approximately 6 hours and the average workweek shall be approximately 30 hours. This will be achieved on the basis of 6½ hours of work per day for fourteen days in the M Day cycle.

1.04.3 Scheduled Hours of Work

On any day, the employees' scheduled hours of work shall be 6½ hours and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between 6 hours and 6½ hours on the employees' scheduled workday shall be banked in their M Day bank at straight-time rates.

1.04.4 On a scheduled workday, all time worked by employees between 6 hours and 6½ hours, to a maximum of 30 minutes shall be banked in their M Day bank.

1.04.5 M Day Entitlement

When the employees' M Day bank has accumulated not less than 6 hours, they shall be entitled to an M Day.

1.04.6 An employee's M Day bank shall not have a negative balance.

1.04.7 M Days earned must be taken as time off as scheduled in the annual sign-up.

1.04.8 M Day Bank Maximum Hours

The employees' M Day banks shall not exceed 12 hours. All time in excess of 12 hours shall be paid to the employees at their regular straight-time rate in Pay Period 01 of the immediately following payroll year.

1.04.9 Payment for Overtime Work - Except Sundays

On any day except Sunday, all hours worked in excess of 6½ hours shall be paid at double time (200%). "M"-3.01.1 shall not apply.

1.04.10 Payment for Work on Sundays

On Sundays, employees shall be paid at one and one-half times (150%) of their basic hourly rate for all hours worked up to 6 hours and at two times (200%) of their basic hourly rate for all hours worked in excess of 6½ hours. "M"-3.01.2 shall not apply.

1.04.11 Shift Premiums

On afternoon and night shifts, the appropriate Shift Premium set out in "M"-3.06 is payable from 6 hours to 6½ hours.

Part "M"

1.04.12 M Day Bank Exclusions

Except as provided hereunder, employees shall not accumulate time in their M Day bank for time not worked, including reporting time as provided in "G"-6.00, Statutory Holiday pay as provided in "G"-10.02.1, any leaves of absence provided in "G"-11.00 and absences for which Wage Protection Plan benefits are payable as provided in "G"-12.00.

1.04.13 Use of Excess Time in M Day Bank

Excess time in an employee's M Day bank may be used for the purpose of earning the next scheduled M Day following an absence under "G"-6.00 and "G"-11.03 or as a top-up to vacation pay.

1.04.14 Annual Vacation Entitlements

Employees who complete the years of service shown under Column 1 shall be entitled to the corresponding number of hours of Annual Vacation with pay as shown in Column 2 to be taken during that year and subsequent years with Column 3 displaying the equivalent number of paid days of vacation.

Column 1 Length of Service	Column 2 Vacation Hours	Column 3 Equivalent 6½-Hour Days
1 year of service	90 hours	13.85
8 years of service	120 hours	18.46
16 years of service	150 hours	23.08
23 years of service	180 hours	27.69

1.04.15 Annual Vacation and M Days

Annual Vacation will be taken on the basis of 6½ hours per day with 30 minutes of each day of vacation placed in the employee's M Day bank when taken in one-, two-, three-, four-, five- or six-week blocks. M Days falling within a holiday block will be taken as scheduled.

1.04.16 Random days provided in "G"-9.02 and those provided in "M"-1.05 shall be taken on the basis of 6½ hours per day. Any excess time in an employee's M Day bank may be used for the purpose of earning the next scheduled M Day.

1.04.17 Statutory Holidays

a) Statutory Holiday Pay

A normal day's time, for the purposes of Statutory Holiday pay under "G"-10.02.1 shall mean 6 hours.

Part "M"

(b) Employees Working Statutory Holidays

An employee may elect to bank any Statutory Holidays worked and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(c) Statutory Holidays and Annual Vacation

Employees may elect to bank any Statutory Holiday which falls in their regularly scheduled Annual Vacation period and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer.

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(d) Employees Not Working Statutory Holidays

Employees may elect to bank up to five (5) Statutory Holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

(e) Blocking

Employees exercising banking rights under "M"1.04.17 (b) and (c) above may block Statutory Holiday lieu days in groups of five (5) days or less subject to staffing requirements as determined by the Employer and wherever possible will be tied to the employee's regular days off or annual vacation.

(f) Payment

Payment for employees covered under "M"1.04.17 (b), (c) and (d) above will be at the wage rate prevailing for the employee's job classification on the date the banked Statutory Holiday(s) are taken.

Employee's who fail to exercise the provisions of "M" 1.04.17 (b), (c), and (d) within the prescribed time limits expressed therein shall forfeit the banked time portion and receive the banked pay portion forthwith.

Part "M"

(g) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to "M"1.04.17(b), (c), (d), (e), (f).

1.04.18 Wage Protection Plan Absences

Absences for which Wage Protection Plan benefits are payable equaling more than 18 hours in an M Day cycle will result in the cancellation of the employee's next M Day. All time accumulated in the employee's M Day bank during the M Day cycle of the canceled M Day will be removed from the bank and paid to the employee in the next following complete pay period.

1.04.19 "M"-1.05 shall be deemed to include days off with pay in lieu of Statutory Holidays worked as provided in "G"-10.03.

1.05 UNSCHEDULED DAYS OF ANNUAL VACATION

1.05.1 Maintenance employees who are entitled to three (3) weeks annual vacation will have the option of leaving one (1) week of Annual Vacation unscheduled and Maintenance employees who are entitled to four (4) weeks or more of Annual Vacation will have the option of leaving two (2) weeks of Annual Vacation unscheduled, at the time of the Annual Vacation Sign-up.

1.05.2 The unscheduled days will be scheduled by mutual agreement between the employees and their supervisor, subject to staffing requirements, at a later date and may be taken one or more days at a time.

1.05.3 The following rules shall apply to unscheduled days of annual vacation:

- (a) Employees must show their intent to retain the one or two weeks of unscheduled days at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- (b) All unscheduled annual vacation must be taken before December 15.
- (c) Employees are required to submit a time sheet prior to taking an Annual Vacation Day.
- (d) Employees shall arrange these Annual Vacation days with their immediate supervisor, giving forty-eight (48) hours minimum advance notice of their intent.
- (e) The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.
- (f) These unscheduled days will not be taken between June 15 and September 10 of each year.

1.05.4 Annual Vacation

The Employer shall allow a minimum of two (2) people off per shift where relief is not required (i.e. day and afternoon – Monday to Friday or other shifts). The Employer may allow more than 2 people off at one time and is at the sole discretion of the Employer subject to staffing.

Part "M"

1.06 VACATION DEFERRAL

Where a maintenance employee is unable to take annual vacation during the calendar year in which the entitlement occurs (such as in the event of extended sick leave or where vacation starts prior to the end of the calendar year and continues into the new year), upon written request, the vacation entitlement may be temporarily deferred for a maximum of three months. Any vacation (that has not been banked in accordance with G 9.06) remaining by March 31 of the new year will be paid out.

1.07 REPORTING LATE

Any employee who for good reason is unable to report for work at the specified time shall at the supervisor's discretion be allowed to commence work 15, 30 or 60 minutes late.

1.08 NOTICE TO RETURN TO WORK

Employees reporting back to work following a sickness, or returning early from an approved leave of absence, or returning from any other absence where a return time has not been previously specified, shall notify the appropriate department twenty-four (24) hours prior to returning to work.

2.00 ASSIGNMENT OF WORK

2.01 MAINTENANCE GARAGE

2.01.1 Garage Sign-ups

a) Committee

The suggestions of the Maintenance Consultative Committee as set out in "M" 13.00 as to the construction of shift sign-ups shall be adopted as far as possible. The Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

Sign-up inspection will not be delayed if a regular Maintenance Consultative Committee member is unavailable. An alternate will replace the regular Maintenance Consultative Committee member.

The Employer will provide information on all changes to sign-up sheets to the Maintenance Consultative Committee.

b) Procedure

Lists of shift and statutory holiday sign-ups will be posted annually (or more often where necessary) permitting the choice of shifts on a classification seniority basis. The wages of four (4) Union representatives will be paid by the Employer for the purpose of participating in and operating duty sign-ups. The basis of payment for the representatives will be seven and one half hours at straight time.

Part "M"

c) Statutory Holidays

Statutory Holidays are to be signed in order of classification seniority within the shift signed and on a regular day of work.

i.e. Day Shift – any shift between 04:00 start and 18:00 finish

Afternoon Shift – 15:00 start and 03:00 finish

Night Shift – 22:00 start and 08:00 finish

These shift definitions are not intended to impact any other article.

2.01.2 X Maintenance Employees

(a) The maximum time X employees will be away from their home base is six (6) weeks.

(b) X employees will be rotated after six (6) weeks.

2.01.3 Days Off - X Employees

An X employee shall not work more than seven (7) consecutive days without a day off without the employee's agreement.

Note: both parties agree that this means that the employee's 8th and subsequent day(s) will be paid at straight time.

Work performed by X employees on their sixth or seventh consecutive working day will be paid for at 200% of the employee's straight time rate.

Day off adjustments will be made by mutual agreement between the employees and their supervisor.

2.01.4 Operations Changes - Garages

When changes take place in operation of maintenance garages which necessitate changes in personnel, adjustments may be made by moving X employees within a location or from any location. If further changes are required a new sign-up may be held.

2.01.5 Assignment of a New Employee

In order to train and familiarize new employees management can assign them to various shifts at various locations during their probationary period only.

2.01.6 Assignment of Other Employees

In order to train and familiarize employees in a new classification the Employer may assign employees to various shifts at various locations for up to a maximum of fourteen (14) modified (M) work days.

Part "M"

2.02 ASSIGNMENT OF OVERTIME WORK - SHOPS AND GARAGES

2.02.1 Overtime work in the maintenance department will be offered to employees pursuant to the following:

- a) Overtime will be offered only to employees who have informed the Employer of their intent to perform overtime pursuant to the following procedures:
 - (i) All overtime will be offered on a rotational basis starting with the senior employee.
 - (ii) Employees shall be able to continue accepting overtime until they have performed twenty (20) hours of overtime. The exception to this rule would be those hours above the twenty (20) hour cap that the person takes to complete a piece of work. Once an employee have performed twenty (20) hours of overtime, overtime will then be offered to the next senior employee until the list of employees wishing to perform overtime has been exhausted. Overtime will then again be offered to the senior employee using the same rotation order and twenty (20) hour limit.
 - (iii) The Union shall supply a regularly updated classification seniority list of employee eligible for overtime. This list shall be given to the appropriate shift supervisor and the maintenance payroll clerk.
 - (iv) Notice of emergency call outs will be given as early as possible.
 - (v) This provision also applies to X employees

2.02.2 Incidental Overtime

Incidental overtime is work that presents itself twenty-four (24) hours or less from the time that the works must be done and must be performed by employees on the shift in which the overtime occurs.

Where a night shift employee books off, and the employee's work would normally be covered by an "X" employee but is not covered by an "X" employee due to a lack of available "X" employees, and a return to work date of the booked off employee is not available, this work shall be deemed to be Incidental Overtime and shall not be posted.

2.02.3 Scheduled Overtime

Scheduled Overtime is work that presents itself more than twenty-four(24) hours prior to the time that the work must be done. Scheduled overtime shall be posted and may be claimed by maintenance staff, in rotation order, that have indicated their intent to accept overtime as set out above. There will be no travel time incurred as a result of working overtime at another facility.

Part "M"

2.02.4 Notice to Work Overtime

It is the responsibility of employees to ensure that the Employer is aware of their intent to accept overtime.

Employees wishing to perform overtime shall, at all sign-ups, indicate their intent to accept overtime. Employees who do not indicate their intent to accept overtime at a sign-up shall not be offered overtime.

Between sign-ups, employees may inform the Employer that they wish to change their intent to accept overtime by informing the Employer as such in writing. Such a change in intent may take up to seventy-two (72) hours to implement.

2.02.5 Twenty (20) Hour Limit

All overtime worked is used to calculate the twenty (20) hour limit. This provision also applies to X employees. However, after an X employee reaches their twenty (20) hour limit, they still must perform overtime with respect to shift relief.

2.03 SHIFT TRADING RULES

Where a shift trade is approved by the Union, the Employer shall ensure that the trade is implemented unless it presents an undue hardship to the Employer. Such denials must be in writing explaining the reasons the trade was denied. The final decision on shift trades rests with the Employer.

2.04 NIGHT SHIFT MECHANIC WORKING STATUTORY HOLIDAY

When a statutory holiday is a Monday, the Night Shift mechanic shall be given the option of working or not working the Sunday Night Shift.

Subject to the availability of relief coverage either by X relief or overtime.

3.00 METHOD OF PAYMENT

"Regular Rate" shall mean the applicable straight-time hourly rate of pay set out in the Wage Schedule.

3.01 PAYMENT FOR OVERTIME WORK

Overtime will be computed on a twenty-four (24) hour day commencing from the starting time of a signed-up shift. There shall be no compounding of premiums. This provision shall also apply to X employees.

3.01.1 Payment for Overtime Work - Except Sundays

All hours worked in excess of the regular scheduled hours of work shall be paid at double time (200%).

Part "M"

3.01.2 Payment for Work on Sundays - Garages

Employees shall be paid at one and one-half times (150%) their basic hourly rate for all regularly scheduled hours worked on Sundays and at two times (200%) their basic hourly rate for all hours worked in excess of their regularly scheduled hours worked on Sundays.

3.01.3 Payment for Callout on a Day Off

If employees are called out on their scheduled day off they shall be paid a minimum of four hours as follows:

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to 9 hours	200%
From 9 hours to 10 1/2 hours	225%
After 10 1/2 hours	300%

This provision does not apply to employees effecting an exchange of days off. An exchange of days off shall require prior approval of the Employer.

3.01.4 Payment of a Callout

Where employees are called out outside of their regularly scheduled shift, the employees will be compensated for work performed at the rate of 200% of their regular straight-time hourly wages to the greater of either the actual time worked or four (4) hours.

Where employees commence overtime work more than four (4) hours prior to their scheduled shift, they shall not be required to continue into their next scheduled shift until eight (8) hours have elapsed from the time the overtime work finished. The employees shall suffer no loss of pay, calculated at normal straight-time rate, for that portion of their next scheduled shift not worked because of the eight (8) hour rest period. Upon expiry of the eight hour rest period, the employees must return to work and complete the scheduled shift in order to qualify for payment, at their normal straight-time rate for the remainder of this shift.

3.01.5 Pay for Training

All training conducted in times that would normally be considered overtime will be paid at double time (200%). Employees working an afternoon shift and scheduled for daytime training on a following day, shall be entitled to leave work 2 hours before the end of their shift on the evening before their training day, and be paid to the end of the shift.

3.01.6 Pay for Time Changes

When the time changes from Pacific Standard Time to Pacific Daylight Saving Time, or vice versa, employees affected by this change shall be paid for all time worked. The Employer shall ensure the employees receive their scheduled hours of work as defined in "M" 1.03.3. Any modification to shift starts or finishes to achieve this shall be at the discretion of the supervisor upon notification to affected employees.

Part "M"

3.02 PAYMENT OF WAGES AND CHEQUE CASHING FACILITIES

It is intended that the Employer will pay shop and garage employees before noon on pay day. Employees on evening shift will be paid the preceding day at the end of their shift.

3.03 TEMPORARY RELIEF ON A HIGHER PAID JOB

If employees are temporarily assigned to do work which pays a higher regular rate than their normal classification, then they shall receive the higher rate while engaged in the higher paid classification.

3.04 TRAVEL

3.04.1 Travel by Garage Department Employees

Employees temporarily transferred from their home garage to any other Employer Bus Garage shall be paid travel time at straight time rates. A temporary transfer is one (1) day or less.

3.05 MEALS AND REST PERIOD

3.05.1 Meals - Overtime Worked Following a Normal Shift

If employees are required to work more than four (4) hours of overtime immediately following their normal working shift they will be paid one-half (1/2) hour in lieu of a meal at the prevailing overtime rate. For each additional four (4) hours worked such an employee will receive an additional payment of one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.

3.05.2 Meals - On Callouts

If employees are called out for more than four (4) hours they will be paid one-half (1/2) hour in lieu of a meal at the prevailing overtime rate. For each additional four hours worked such employees will receive an additional payment of one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.

3.05.3 Meals - Overtime Within 24 Hours of Normal Start Time

For each four (4) hours overtime worked within twenty-four (24) hours of the start time of an employee's normal working shift, the employee will, at the employee's choice, receive an additional payment of one-half (1/2) hour in lieu of a meal at the prevailing overtime rate or one-half (1/2) hour paid meal break.

3.05.4 Meals - Missed on a Normal Shift

If employees are required to work through the meal break which is normally provided during their shift then they will be provided with either an alternative one-half (1/2) hour meal break or payment in lieu of a meal break equal to one-half (1/2) hour at 200% of their regular straight-time rate.

3.05.5 Rest Periods

Employees will have two (2) ten (10) minute rest periods in each full shift and Management will designate the time when these rest periods will be taken.

Part "M"

3.06 Shift Premium - Shops and Garages

Garage employees shall be paid the following shift premiums for time worked on the afternoon and night shifts. The shift differentials shall be paid separate from the wage rate for time worked on the appropriate shift as defined by past practice.

Afternoon Shift:	\$1.45 per hour
Night Shift:	\$1.75 per hour

3.07 OTHER

Employees cleaning buses shall receive a premium equal to fifty percent (50%) of their normal straight time when:

- (a) required to clean vomit or excrement from BC Transit vehicles;
- (b) required to remove and/or contain medical products or waste (i.e. hypodermic needles) as may be mutually agreed as to be potentially hazardous.

4.00 TRANSFER, PROMOTION AND LAYOFF

4.01 SHIFT VACANCIES BETWEEN SIGN-UPS

4.01.1 All vacancies will be bulletined at all garages and will be open to applicants from those garages.

4.01.2 Employees interested in changing job locations or shift must apply for the initial job posting to be eligible for subsequent vacancies occurring from the posting.

4.01.3 The successful applicant will be selected from among the most senior eligible employees applying who possess the proficiency, experience and training required for the job.

4.01.4 Where there is no successful applicant, the shift will be temporarily assigned to X employee as provided by "M" 2.01.4 until the vacancy is otherwise filled.

4.01.5 The Employer will determine whether or not a vacancy will be filled in any classification on any shift.

4.01.6 Transfer to Another Classification

If there is any question whether an employee should be entitled to pass from one job classification to another, a Board consisting of 2 members each from the Union and from the Employer shall decide the question. If this Board cannot agree the difference shall be processed through the grievance procedure set out in Article "G"-3.00.

4.02 FAILURE TO QUALIFY AFTER PROMOTION - MAINTENANCE GARAGES

If employees fail to qualify for the advanced position within a three month period following promotion, then they can exercise the seniority they held in their previous job for obtaining other work. All time spent in the advanced position will be included in their seniority.

Part "M"

5.00 CHARGE HANDS

5.01 GENERAL RESPONSIBILITY OF CHARGE HANDS

Charge Hands shall have the general responsibility for the following duties.

5.01.1 To assist in the direction of employees in their own or other classifications.

5.01.2 To carry out work of a specialized nature, whether or not such work entails the direction of others.

5.01.3 To ensure that employees under their direction observe working hours set out in the Agreement.

5.01.4 To discipline employees for failing to follow proper instructions by reporting such instances to the Union Office.

5.01.5 To do the duties of their classification as time required for other duties permits.

5.02 CHARGE HAND - DEFINITION

The duties of Charge Hands shall include planning, estimating, ordering and maintaining stocks of material, allotting work, supervising employees and training improvers and apprentices, all as pertains to the work section over which they have charge.

5.03 DUTY OF OTHER EMPLOYEES

Employees working under Charge Hands shall accept their direction and instruction.

5.04 SELECTION OF CHARGE HANDS

The Employer will post job bulletins for all vacant Charge Hand positions. The Employer shall select successful applicants on the basis of ability and seniority.

5.05 CHARGE HANDS WAGE RATES

5.05.1 Charge hands selected through the process outlined in M 5.04 shall be paid a wage rate of \$2.00 per hour in addition to their straight time wage rates.

5.05.2 Acting charge hands appointed on a shift-by-shift basis shall be paid a wage rate of \$1.00 per hour in addition to their straight time wage rates.

5.06 ESTIMATION OF ACCIDENT DAMAGE

Qualified Bodypersons shall be paid 90¢ per hour over the Bodyperson's regular rate while engaged in estimating accident damage on transit vehicles.

Part "M"

6.00 TRAINING PROGRAMS

The Training Programs are designed to provide opportunities for suitable employees to acquire the qualifications through classroom and on-the-job training for a classification to which they aspire.

6.01 APPRENTICE TRAINING PROGRAM AND COMMITTEE

6.01.1 There will be an Apprentice Training Committee, consisting to two union representatives from maintenance and two Employer representatives. The Employer will pay for the union representatives to attend meetings not more than two times per year. The Committee will be responsible for the general administration of the apprentice training program.

6.01.2 Applications for admission into the apprentice training program will be received from employees who meet the requirements in the Apprentice Program Manual.

6.02 SETTLEMENT OF DIFFERENCES

Any matters that may arise within the Apprenticeship Training Committee and on which the members of the Committee are evenly divided and unable to resolve, may be referred to the Vice President, Operations & Maintenance for final determination, except where the matter was the subject of prior agreement.

6.03 DUTIES AND TRAINING OF APPRENTICES

Apprentices will be required to carry out any work in the Employer for which they have been trained and any work which the Employer considers they are capable of performing. Shop training will encompass all aspects of the intended classification as far as facilities in the Employer garages will allow.

The Employer will pay for all appropriate school fees and the Employer will receive the employee's marks from the school.

6.04 PLACEMENT ON COMPLETION OF TRAINING

Upon completion of training Apprentices will move into their respective trade if a vacancy exists.

6.05 FAILURE

Failure of Apprentices to achieve satisfactory progress in the shop or in the school may cause their training to be terminated. They will then revert to their previous classification. Their seniority will include all time spent as an apprentice as well as the seniority they held in their previous classification.

6.06 SENIORITY

All Apprentices shall accumulate seniority in their classifications from date of entry in their respective Training Programs.

Part "M"

6.07 APPRENTICESHIP ACT

Apprenticeships shall be governed by the B.C. Apprenticeship Act. Where there is a conflict between the Apprentice Program and the B.C. Apprenticeship Act, the Act and its attendant rules and regulations shall prevail.

7.00 FIRST AID

The Employer shall appoint competent first aid persons to cover first aid work at each location in accordance with Workers' Compensation Board regulations.

8.00 CLOTHING

8.01 COVERALLS

The Employer will supply, maintain and clean coveralls for each maintenance employee in the garages. Additional spare coveralls of various sizes will be made available at garages. The Employer shall ensure that on any day, each employee has access to a clean pair of coveralls (subject to an event beyond the control of the Employer).

8.02 GLOVES

Rubber gloves will be supplied to employees working in wash racks for use on the job. Gloves will be supplied to employees on service calls handling cable.

8.03 WINTER CLOTHING

For all Maintenance employees, the Employer shall provide:

- a) one winter jacket or one rain coat and
- b) one vest

The Employer shall also provide one set of rain gear to all Service Persons.

Replacement thereafter shall be based on proof of need by an employee to their supervisor.

9.00 TOOLS

9.01 TOOL ALLOWANCE

The Employer will pay a tool allowance to employees who occupy job categories, which are designed in the wage schedule to receive this allowance. The tool allowance shall be paid biweekly, at \$0.40 times the number of hours worked in the payment period, except for leaves of absence without pay. Employees eligible for the tool allowance will be required to provide their own hand tools except for special tools, which will be supplied by the Employer. The Employer and the Union will undertake periodic joint inspection of tool kits.

Part "M"

9.02 TOOL INSURANCE

The Employer will provide tool insurance to tradespersons on the following basis:

To qualify for insurance reimbursement the employee must provide a list of tools kept on the premises. The maximum reimbursement will be \$25,000 and any reimbursement is subject to the deductible amount of \$500.00

10.00 JOB CLASSIFICATIONS - GARAGES

10.01 TRADES

Machinist, Mechanic, Bodyperson, Welder, Trimmer, and Tireperson,

Tradespersons must be fully qualified and will be required to undertake completion of any work which may be assigned within their own classification.

10.02 SERVICEPERSONS

Will perform any duties incidental to the servicing of buses such as fuelling, checking and maintaining proper oil and water levels, washing and cleaning the interiors and exteriors of buses. May be required to hostile, operate or drive any equipment incidental to garage work.

While assisting Journeypersons, perform any duties incidental to garage work which will include, but not be limited to:

- (a) assisting in the carrying out of inspections, repairs and overhauls to equipment;
- (b) assist Journeypersons to carry out minor repairs and adjustments to equipment;
- (c) obtaining of parts, tools and supplies;
- (d) acting as helpers to Tradespersons and Journeypersons in any classification.

Servicepersons may be required to use any tools necessary in carrying out their duties but will not be required to own tools.

Servicepersons acting as Utilitypersons will receive Utilitypersons pay commencing on the third day of any specific relief.

10.03 UTILITYPERSON

While assisting Journeypersons, perform any duties incidental to garage work which will include, but not be limited to:

1. Assisting in the carrying out of inspections (i.e. responsible for draining and refilling all oils, filter replacement and lubricating all necessary parts as per the bus inspection sheet)
2. Assisting Tradespersons to carry out minor repairs and adjustments to equipment
3. Obtaining of parts, tools and supplies
4. Acting as helpers to Tradespersons in any classification
5. Maintaining supplies of all bulk fluids (i.e. all oils and antifreeze)
6. Replacing tireperson when necessary
7. General garage housekeeping in the absence of the Janitor

Part "M"

8. Perform change-offs and other duties assigned by the shift supervisor
9. Maintains records of vehicle mileage, inventory and dispersal of lubricants, antifreeze and other products as required

Utilitypersons may be required to use tools necessary in carrying out their duties but will not be required to own tools.

The Utilityperson shall receive a wage adjustment of \$0.30 per hour before applying other wage increases as set out elsewhere in this agreement.

10.04 PREPARATORY PAINTER

Persons who by their qualifications can satisfactorily clean, sand and mask work preparatory to being painted, and also apply paint in a satisfactory manner to parts of vehicles not requiring high grade or varnish finish, such as floors, outside roof and bottom of vehicle, shall be considered a Preparatory Painter.

10.05 BUS DISPATCHERS

The Employer will pay a premium of \$1.00 per hour over the Serviceperson's rate for time spent dispatching buses, with a minimum payment of two hours.

10.06 INTERIOR BUS CLEANERS

Hours of Work: Four to seven and one-half hours per day.

Coverage: Interior Bus Cleaners shall be eligible for coverage on all Employer Welfare Plans and Employer Pension Plans.

10.07 INCIDENTAL WORK

The maintenance of all necessary records and reports is incidental to any job classification covered by this Agreement. Employees may be required to operate any vehicle as a duty incidental to their work.

11.00 JOB CLASSIFICATIONS - TRANSPORTATION BLDG MAINTENANCE

11.01 JOB CLASSIFICATIONS

General Mechanic and Janitor.

11.02 JANITOR HOURS OF WORK

The janitor will work from 06:00 to 14:35, with a one-half hour unpaid lunch, or such other hours as are mutually agreed.

11.03 REST PERIODS

Employees may have two (2) fifteen (15) minute rest periods in each full day shift and management will designate the times when these rest periods may be taken.

Part "M"

12.00 X EMPLOYEE WORK PRACTICES

12.01 GENERAL

12.01.1 An employee signing an X shift may be required to work various shifts and to have various consecutive day-off combinations.

12.01.2 X Employees shall immediately advise the Shop Supervisor of any changes to their telephone number.

12.01.3 The Employer has the sole discretion of deciding whether a shift of an absent employee is covered and whether such a shift will be covered in whole or in part.

12.01.4 X Employees will not be called in for relief purposes the two days immediately preceding and following their scheduled time off of five days, or multiples of five days, unless the X Employees have indicated they will be available to work.

12.01.5 An X Employee may sign for work on a Statutory Holiday performing work assigned to the X Employee's job classification.

12.01.6 Despite "M"-2.01.4, an X Employee may be permitted to work eight (8) consecutive days.

12.01.7 Relief work performed by X Employees on their sixth or seventh consecutive day will be paid at the rate of 200% of their straight-time hourly rate and the provisions of "M"-3.01.3 shall not apply in any seven-day period.

12.01.8 For the purpose of calculating the sixth or seventh consecutive working day, an M Day, an unscheduled day of Annual Vacation, a day of Banked Statutory Holidays or a leave of absence with pay will be considered as a day worked.

12.02 RELIEF WORK OF MORE THAN SEVEN DAYS

12.02.1 Where an X Employee covers another employee's absence which exceeds one calendar week, the X Employee shall assume the days off, hours of work and all other work signed or assigned to the absent employee including Statutory Holiday work.

12.02.2 An X Employee selecting an absent employee's work by seniority must complete the work, subject to 12.02.4.

12.02.3 Provided there is no additional cost to the Employer, a senior X Employee may pass down part of a forced relief assignment when a junior X Employee becomes available.

Part "M"

12.02.4 Where there are more than one X Employee available, an X Employee may cover another employee's absence for a maximum period of six (6) weeks after which another X Employee will cover the absence for the same maximum period.

12.02.5 A junior X Employee will cover work signed by a senior X Employee only during the senior X Employee's absence after which the senior X Employee will resume coverage of the work.

12.03 RELIEF WORK OF SEVEN DAYS OR LESS

12.03.1 Any work of less than a full shift will be covered by overtime.

12.03.2 Where there are X Employees available, the Employer will make a reasonable effort to cover all vacant full shifts by an X Employee. A reasonable effort shall be one telephone call per day.

12.03.3 Despite the foregoing, a full shift may be covered by overtime until relief by an X Employee can be arranged.

13.00 MAINTENANCE CONSULTATIVE COMMITTEE

The Maintenance Consultative Committee is a forum to provide information exchange between union and management, and an opportunity for input from union representatives into operational issues affecting members in Maintenance, such as work scheduling, shift sign up procedures, apprenticeships, clothing and consumables, organizational change, etc.

The Committee shall consist of two Employer appointees and two Union appointees. Union appointees will be paid at straight time rates for time spent in such committee meetings. Either party may bring additional representatives to provide input to the issues under discussion, however the Employer will not be responsible for the wages of additional Union representatives.

Minutes of each meeting will be posted in places accessible to maintenance employees.

The Committee will meet monthly except as mutually agreed otherwise.

14.00 BANKED OVERTIME

Maintenance employees may bank a maximum of seventy-five (75.0) hours of overtime, Sunday and Stat premium pay in a payroll year.

1. This banked time may be used in single or part day increments according to the following:
 - (a) Employees must show their intent to bank overtime at the time of the Annual Vacation sign-up by signing the overtime banking intent sheet.

Part "M"

- (b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - (c) Employees shall arrange banked time to be taken off with their immediate supervisor, giving forty-eight (48) hours minimum advance notice of their intent. Notwithstanding the foregoing, upon request the 48 hour minimum advance notice may be waived at the discretion of the Employer. Such a request will not be unreasonably denied.
 - (d) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
2. Any time remaining in an employee's overtime bank at the end of payroll year shall be carried over to the following year's overtime bank. Where such time is carried over from one year to a subsequent year, the employee will be permitted to bank only those hours sufficient to bring their bank to the 75.0 maximum for the subsequent payroll year.
 3. Any unused portion in a Maintenance employee's overtime bank may be paid out at any time at the request of the Maintenance employee, subject to the following;
 - (a) the request shall be made in writing;
 - (b) the written request must be given to the employee's immediate Supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Maintenance employee wishes to receive the overtime bank pay-out;
 - (c) the overtime bank pay-out will be included in the Maintenance employee's paycheck;
 - (d) a Maintenance employee who has requested to have his or her overtime bank paid out will not be permitted to bank any overtime hours for the remainder of the payroll year.

Any unused portion of a Maintenance employee's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year.

Wage Schedule

WAGE SCHEDULE

	April 1, 2001	April 1, 2002	April 1, 2003
OPERATIONS			
Transit Operator – hired prior to April 1, 2001			
1st 6 months	22.03	22.58	
2nd 6 months	22.19	22.74	
Thereafter	22.33	22.89	
Trainees	15.87		
Transit Operator – hired after to April 1, 2001			
Training Rate (1 st 5 weeks)	15.63	16.02	16.51
Probation Rate (next 13 weeks)	16.75	17.17	17.69
19 – 39 weeks	17.86	18.31	18.86
40 – 52 weeks	20.10	20.60	21.22
After 52 weeks	22.33	22.89	23.58
MAINTENANCE			
<p>Employees engaged in categories (including Improvers/Apprentices training in those categories) marked with an asterisk (*) are eligible for a tool allowance as provided in Article "M" 9.00. A premium of 25¢ per hour will be paid to Building Maintenance employees when engaged in spray painting.</p>			

Wage Schedule

	April 1, 2001	April 1, 2002	April 1, 2003
Trade Classifications:			
*Mechanic, *Machinist, *Bodyperson, Welder, Tireperson, *Electrician *Trimmer, *Electronic Technician			
Trade Classifications	26.27	26.93	27.74
Apprentice (4 years)			
1st 6 months/74%	19.44	19.93	20.53
2 nd 6 months/74%	19.44	19.93	20.53
3 rd 6 months/75%	19.70	20.20	20.81
4 th 6 months/76%	19.97	20.47	21.08
5th 6 months/78%	20.49	21.01	21.64
6th 6 months/80%	21.02	21.54	22.19
7th 6 months/85%	22.33	22.89	23.58
8th 6 months/90%	23.64	24.24	24.97
Apprentice (3 years)			
1st 6 months /74%	19.44	19.93	20.53
2nd 6 months/75%	19.70	20.20	20.81
3rd 6 months/76%	19.97	20.47	21.08
4th 6 months/78%	20.49	21.01	21.64
5th 6 months/83%	21.80	22.35	23.02
6th 6 months/90%	23.64	24.24	24.97

Wage Schedule

	April 1, 2001	April 1, 2002	April 1, 2003
Apprentice (2 years)			
1st 6 months/74%	19.44	19.93	20.53
2nd 6 months/76%	19.97	20.47	21.08
3rd 6 months/79%	20.75	21.27	21.91
4th 6 months/90%	23.64	24.24	24.97
Utility Worker	21.37	21.90	22.56
Serviceperson	20.67	21.19	21.83
Preparatory Painter	20.54	21.05	21.68
Interior Bus Cleaner	19.34	19.82	20.41
BUILDING MAINTENANCE SHOP			
Trade Classifications:			
*General Mechanic			
Trade Classification	26.27	26.93	27.74
Janitor	19.34	19.82	20.41

Letters of Understanding

SIGNATURE PAGE

SIGNED THIS ____ DAY OF _____, 2001:

BC TRANSIT:

CAW (Canada):

Linda Burbidge
Senior Labour Relations Officer
Bargaining Committee Chair

Sal Ruffolo,
President Local 333

Mike Davis
Victoria Planning & Scheduling Manager

Chris Butterworth
Vice President, Local 333

Wendal Milne
Manager, Transit Operations

Lynn Deyaeger
Bargaining Committee Member

George Lewis
Overhaul & Body Shop Supervisor

Larry Rollier
Bargaining Committee Member

Dolf Van Schaik
Bargaining Committee Member

Len Ruel
BC, Alberta Area Director

Stu Shields
National Representative

Letters of Understanding

LETTERS OF UNDERSTANDING

LOU #1 – REHABILITATION COMMITTEE

- a) BC Transit and CAW Local 333 shall maintain a joint rehabilitation committee to promote the early and safe return to work for employees who are off work due to illness and/or injury and to recommend related procedures.
- b) This committee will develop a process for reviewing rehabilitation and placement options that may be available on an individual basis.
- c) The rehabilitation committee will be composed of two (2) members appointed by CAW Local 333 and two members appointed by BC Transit. A rehabilitation consultant from an insurance carrier or WCB may be invited to participate as a resource to the committee.
- d) It is recognized that other bargaining units may also appoint members in accordance with their collective agreements.
- e) It is understood that all committee representatives have a duty to maintain the confidentiality of personal and/or medical information pertaining to individual employees. Such personal or medical information of which they become aware through the committee shall not be shared with their principals, nor shall it be used for discipline, grievances, or raised as evidence in any arbitration or other third party hearing.

FOR BC TRANSIT:

FOR CAW:

**Linda Burbidge
Senior Labour Relations Officer**

**Sal Ruffolo,
President Local 333**

**Stu Shields
National Representative, CAW (Canada)**

Letters of Understanding

LOU #2 - EARLY RETIREMENT/LTD "TOP-UP"

(formerly LOU #8)

The Parties agree to establish a voluntary early retirement/long-term disability "top-up" program to provide a monetary incentive for those who are totally disabled and who are 60 years of age or older. The source of these funds will be the ICTU/LTD reserves. The program will be designed, implemented and monitored by the Trustees of the BC Transit Health and Benefit Trust.

The intent of the program is to provide long term efficiencies for the ICTU Long-term Disability Plan.

FOR BC TRANSIT:

R. Clarke
Div. Manager, Finance and
Administration

F.L. Cummings
Manager, Labour Relations

T. Yang
Director, Operations Support

March 16, 1995

FOR ICTU:

E. Scott
President, Local 1

R. Drewery
President, Local 3

D. Staschuk
President, Local 2

Letters of Understanding

LOU #3 - HEALTH AND BENEFIT PLAN AND TRUST FUND

(formerly LOU #9)

The Parties hereby agree to consent to the amendment of the Trust Agreement governing the above Plan and Trust Fund to provide that the Board of Trustees shall consist of ten (10) persons to be selected by representatives of participating employers and the organizations named in i, ii, iii and iv of this Letter of Understanding as set forth below. It is further agreed by BC Transit and the organizations named in i, ii, and iii of this Letter of Understanding that:

- i) Two (2) of the Trustees shall be persons selected by CAW Locals 111 and 2200.
- ii) One of the Trustees shall be a person selected by CAW (Canada) Local 333.
- iii) One of the Trustees shall be a person selected by OPEIU Local 378.
- iv) One of the Trustees shall be a person selected by TMA/CUPE.
- v) Five (5) of the Trustees shall be persons selected by participating Employers.

FOR BC TRANSIT:

L.A. Burbidge
Senior Labour Relations Officer

FOR CAW (CANADA) LOCAL 333:

S. Ruffolo
President, CAW Local 333

S. Shields
National Representative, CAW Canada

Letters of Understanding

LOU #4 - CALL-INS

(formerly LOU #14)

1. Notwithstanding the requirements of Clause “G” 6.04 of the Collective Agreement (Call-ins), BC Transit agrees to the following procedures for the investigation of Customer Service Reports:
2. Transit Supervisors will approach Operators on the road or in the yard for the purposes of investigating customer complaints. When this occurs, Operators will have the following options:
 - i. The Operator will discuss the matter with the Supervisor if they have the time or if they are prepared to at that time.
 - ii. The Operator will advise the Supervisor that they are not prepared to discuss the matter at that time and that the Supervisor should reschedule a mutually agreeable time to meet with the Operator.
 - iii. The Operator will advise the Supervisor that he/she wishes to be called in pursuant to “G” 6.04 of the Collective Agreement. The Operator then must contact the Operations office within twenty-four (24) hours (Monday – Friday) and schedule a meeting within five (5) days (Monday – Friday) with their Operations Supervisor.
3. An Employee who is called in pursuant to the foregoing may have a union representative present during that meeting.
4. Notwithstanding all of the foregoing, this letter may be cancelled by either Party upon receipt of ninety (90) days written notice.
5. If this letter of understanding has not been canceled during the duration of this collective agreement, it will be moved into the main body of the collective agreement at the next renewal.

FOR BC TRANSIT:

Linda Burbidge
Senior Labour Relations Officer

Wendal Milne
Manager, Transit Operations

FOR CAW:

Sal Ruffolo,
President Local 333

Stu shields
National Representative, CAW Canada

Letters of Understanding

LOU #5 – APPRENTICESHIP PROGRAM

(formerly LOU #21)

The Employer will maintain a minimum of one apprentice position in the Maintenance Department. Effective no later than April 1, 2002 and for the remainder of the term of the Collective Agreement, the Employer will maintain a minimum of two apprentice positions in the Maintenance Department.

Notwithstanding the above, it is understood that in the event of a reduction of staff affecting maintenance trades, such apprentice positions may be affected and in such cases the apprentices are entitled to utilize their seniority rights in accordance with Article G - 8.03 and M 6.06.

FOR BC TRANSIT

Linda Burbidge
Senior Labour Relations Officer

George Lewis
Overhaul & Body Shop Supervisor

FOR CAW

Sal Ruffolo,
President Local 333

Stu Shields
National Representative, CAW Canada

Letters of Understanding

LOU #6 – RUNNING TIME ISSUES

The Parties agree that adequate scheduled running time should be provided on each route for typical daily circumstances, and that chronic insufficient running time has a negative impact on both customers and Transit Operators. Therefore where problems with running times or loads are experienced, the following procedure will be utilized to review and address the problems:

- Where Transit Operators experience problems with loads or running times, they should submit a paddle note or contact a transit supervisor, identifying the problem and proposed solution. The same applies to excess running times and extremely light loads.
- BC Transit will investigate the problem and resolve it, in most cases, within ten days. Where Operator's health or safety is at issue, the Accident Prevention and Safety Department will be consulted.
- Any necessary changes will be implemented with a temporary or permanent solution. In either case, steps will be put in place to ensure that the running time problem does not recur in subsequent sheets.
- The individual Transit Operator involved will be consulted before any changes, if available, and again after implementation, to determine if the solution was effective.
- The Sheet Committee Chair will be provided with copies of the Schedules Issues database on a regular basis. When preparing the next sheet, the Planning and Scheduling Department will review with the Sheet Committee Chair the issues that were identified and the changes that were made.

FOR BC TRANSIT

Linda Burbidge
Senior Labour Relations Officer

Mike Davis
Victoria Planning & Scheduling
Manager

FOR CAW

Sal Ruffolo,
President Local 333

Stu Shields
National Representative, CAW Canada

Letters of Understanding

LOU #7 – COMPRESSED WORK WEEK FOR MAINTENANCE EMPLOYEES

The Maintenance Consultative Committee will commence additional meetings no later than May 1, 2001 to discuss operational needs and employee preferences with a view to making a Compressed Work Week available for some of the staff of the Maintenance Department by the start of the February 2002 shift sign-up. Having reviewed the feasibility, the Committee will recommend to the Parties as to the most effective means of implementing a Compressed Work Week, and any Collective Agreement amendments necessary to give effect to its recommendations.

The parties agree to establish a target of 15% of all shifts as compressed work week shifts.

The compressed work week will run for a minimum of 4 months as a trial period.

After the completion of the first 4 months trial period, the Maintenance Consultative Committee shall meet to discuss any problems that may occur over the 4 month trial period, and to make recommendations for improvement of the program.

Either party may end the compressed work week upon written notice to the other party at least 30 days prior to the beginning of the next sign-up.

The Employer reserves the right to make the final decision on the composition of compressed work week shifts.

FOR BC TRANSIT

Linda Burbidge
Senior Labour Relations Officer

George Lewis
Overhaul & Body Shop Supervisor

FOR CAW

Sal Ruffolo,
President Local 333

Lynn Deyaeger
Bargaining Committee Member