

**AGREEMENT**

Between

**BC Transit** 

and

**CAW**  **TCA**  
**CANADA**

**Local 333**

---

**Relating to**

**WAGES and WORKING CONDITIONS**

**EFFECTIVE DATE: 2004-04-01**

**EXPIRY DATE: 2006-03-31**

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**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, 2004 and shall remain in effect until it expires with the thirty-first day of March, 2006 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 2004. 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.

##### **1.05 ROUNDING**

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.

## Part "G"

### **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

**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



## Part "G"

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
- 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

## Part "G"

- 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 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.

## Part "G"

- 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.

### **2.08 HUMAN RIGHTS**

The Employer and the Union are committed to uphold the principles enshrined in the British Columbia Human Rights Code, and to promote a workplace environment based on respect and cooperation. Discrimination is prohibited on any of the grounds covered by the Code, such as race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because the person has been convicted of a criminal or summary conviction unrelated to their employment.

Harassment based on any of the identified grounds is prohibited, including unacceptable conduct or comment that has the effect of causing intimidation, offense or humiliation, undermining the employment relationship, or placing an improper condition on employment. It may include such behaviour as verbal or physical abuse, derogatory remarks, the display of pornographic or offensive material, unwelcome invitations or requests, innuendo about a person's body or beliefs, unnecessary physical contact, intimidation, practical jokes causing humiliation, or retaliation/threats of retaliation for lodging a complaint pursuant to this Article. It is understood that the normal exercise of supervisory responsibilities is not considered harassment.

Any employee who believes that he or she has been discriminated against or harassed on any of the prohibited grounds may file a request to the Employer for investigation and resolution of their concerns, pursuant to the Corporate Policy on Human Rights, or to file a grievance pursuant to Article G 3.00 of the Collective Agreement. Nothing in either this agreement or the Policy restricts the employee's right to pursue external avenues of redress such as a Human Rights complaint. Nothing in this Article precludes the Employer from undertaking an investigation independently and consequently taking action concerning unacceptable behaviour.

Where an investigation ultimately results in disciplinary action against an employee, any such disciplinary action may be grieved in accordance with Article G 3.00.

### **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.

## **Part "G"**

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.

#### **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.

## Part "G"

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.

### **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;
  - (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. J. Gordon, 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.

## Part "G"

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

## **Part "G"**

**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.

##### **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

## Part "G"

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 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.

BC Transit agrees to the following procedures for the investigation of Customer Service Reports:

1. 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.



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- 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.
2. An Employee who is called in pursuant to the foregoing may have a union representative present during that meeting.

### **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.

### **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

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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.

**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.

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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.

**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 <b>Seniority</b>	<b>Severance Pay</b>
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.

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**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.

### **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 90 consecutive days within a calendar year. This period may be extended by mutual agreement between the Employer and the Union. Temporary promotions to the position of Acting Transit Supervisor will be governed by Article O 7.00.

**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.

**8.04.4** Employees who transfer directly to another position under clause G 8.01 may request a return to their former position without loss of seniority, provided the request is made within 90 days of the transfer. They will then be placed in the first available vacancy in their former position, provided they remain 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

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

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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.

**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

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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.

**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.

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### **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.

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:

<b>Time Worked</b>	<b>Rate of Pay (Times regular rate)</b>
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

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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.

**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.

**11.01.5** Upon written request, the Employer shall grant a leave of absence for up to eight accumulated weeks for an employee to care for a gravely ill family member, in accordance with the federal compassionate care benefits program, provided the employee can demonstrate that he/she meets the criteria of the program.

### **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:

<b>Employee's Length of Service</b>	<b>Maximum Total Length of Leave in a Calendar Year</b>
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



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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 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, stepfather or legal guardian. In determining the status of legal guardian, consideration will be given to exceptional circumstances and leave will not be unreasonably withheld.
- c) Where the death of an employee's family member occurs during the employee's scheduled period of vacation, the equivalent period of bereavement leave overlapping the vacation will be rescheduled if work arrangements permit. If it is not practical to reschedule this time, then the employees shall receive pay in lieu of the vacation.
- d) 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.

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**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.

**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** 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,

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- (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.

**11.05.2** 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.

**11.05.3** 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.

### **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

## **Part "G"**

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 4<sup>th</sup> day of absence and payable until the end of the 8<sup>th</sup> week of absence, and a benefit equivalent to 85% of their regular daily earnings payable from the 9<sup>th</sup> week of absence until the end of the 17<sup>th</sup> 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 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.

## **Part "G"**

### **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.

### **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 the estimated net WCB benefit. 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 and will recover any resulting overpayment.

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.

## Part "G"

If the amount to be recovered is greater than 16 hours' pay, it will be recovered in manageable increments over more than one pay period, following consultation with the employee.

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.

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 eighty 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

## **Part "G"**

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).

### **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.

### **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

## Part "G"

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 eligible dependent. Additional passes will be made available at the same cost as a Pro-pass.

#### **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**

The Employer and the Union agree to promote a safe and healthy workplace, in which hazards are identified, and action is taken to reduce the risk of harm. The Employer will provide appropriate information and training on relevant corporate safety policies and programs as well as job-specific safety procedures. The Employer will provide appropriate personal protective equipment where required and employees will be expected to utilize such equipment as directed. 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 or environmental hazards in the performance of their work. The Employer will give careful consideration to written recommendations from the Joint Occupational Health and Safety Committees and provide a written response.

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

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.



## Part "G"

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.

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

## Part "G"

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.

### **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

## Part "G"

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 "C"	Community Bus

### **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.

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.

## Part "G"

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.

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:

## **Part "G"**

**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;
- 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.

##### **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.

## Part "O"

### **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.

#### **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.

## Part "O"

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.

### **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:



## **Part "O"**

- 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
- (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

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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.

### **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.  
The ten minute provision will apply to Langford Transit Centre Operators provided they contact Dispatch prior to their report time, and that they commit to and do report no later than ten minutes after their report time.
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

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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.

### **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.

<b>Time Worked Per Day</b>	<b>Rate of Pay (Times regular rate)</b>
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.

- 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).

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### **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:

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

### **3.02 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.

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

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

**3.02.3** 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.

**3.02.4** 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.

### **3.03 MINIMUM PAY FOR SHORT PIECES OF WORK**

#### **3.03.1 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.

#### **3.03.2 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.

#### **3.03.3 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.

#### **3.03.4 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

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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.)

### **3.04 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.

### **3.05 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.

#### **3.05.1 Report Time**

Effective June 28, 2004, Operators shall be paid 15 minutes report time for taking buses out of the garage to operate in regular scheduled service and charter runs.

#### **3.05.2 Lay-up Time**

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

#### **3.05.3 Farebox Changes**

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

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### **3.06 TRAVEL TIME**

#### **3.06.1 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).

#### **3.06.2 Travel Time Application**

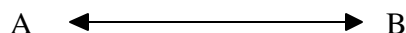
The following letters represent the shift location parameters.

- 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**

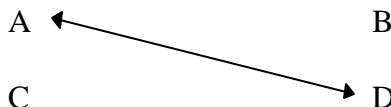
###### **(i) One Piece Straight**

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.

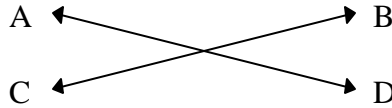


##### **(b) Split Shifts**

###### **(i) Spread Time of 9 Hours or Less**

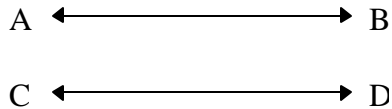
Travel time allowance to be applied between the starting location of the day's work (pt. A) and the finishing location of the day's work (pt. D) as well as between the finishing location of the first shift (pt. B) and the starting location of the second shift (pt. C).

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### (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).



### **3.07 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).

### **3.08 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

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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.

### **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 towards the maintenance, cleaning and enhancement of existing washroom facilities and establishment of new facilities. 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 90 calendar days in each calendar year.

**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.



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**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.

**7.01.5** At no time will a temporary supervisor administer formal discipline of any CAW member.

### **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) The Employer will make available two (2) slots per day that may be scheduled at the time of the Annual Vacation sign up in order of vacation seniority. Statutory holidays will not be available for signing.
- (3) After the sign-up has been completed, the Employer will make available the slots on each day that were 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, except where agreed by the Employer, the Sheet Committee Chair and the local Union Executive Board, that a lower number is sufficient.

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.

#### **10.01.1 Spareboard Operators - Days Off**

Spareboard operators will receive the same number of days off as signed up operators.

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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. roll call, 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".

### **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.

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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.

**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.

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**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 3<sup>rd</sup> pieces of work only.

**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 roll call 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.

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### **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.

**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,

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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 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.

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**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.

### **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.

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### **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
- (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.



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### **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 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.

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### **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.

### **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.

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**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) 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 paycheque;
  - (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.
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 Employer will make available a slot each day (Fridays and statutory holidays not included) for operators wishing to take a single day of banked overtime. 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

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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.

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### 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 06:30 and 18:00 a Dayperson shall work seven and one-half (7½) hours and shall have an additional one-half (½) 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 (½) 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.

#### **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

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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.

### **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.

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### **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.

<b>Column 1 Length of Service</b>	<b>Column 2 Vacation Hours</b>	<b>Column 3 Equivalent 8.08-Hour Days</b>
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 7.5 hours per day, without accrual of M days during the period of Annual Vacation.

### **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 7.5 hours per day without accrual of M time. Any excess time in an employee's M Day bank may be used for the purpose of earning the next scheduled M Day.

### **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.

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### **(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**

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.



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### **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.

#### **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.

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### **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.

### **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.

<b>Column 1 Length of Service</b>	<b>Column 2 Vacation Hours</b>	<b>Column 3 Equivalent 6½-Hour Days</b>
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 6 hours per day without accrual of M days during the period of Annual Vacation.

**1.04.16** Random days provided in "G"-9.02 and those provided in "M"-1.05 shall be taken on the basis of 6 hours per day without accrual of M time. 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.

#### **(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

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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.

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### **(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.

### **(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 cancelled 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 COMPRESSED WORK SCHEDULE**

##### **1.05.1 Work Day and Work Week**

9.375 hours shall constitute a normal workday and 37.5 hours shall constitute a normal work week of four (4) days followed by three (3) consecutive days off.

##### **1.05.2 Annual Vacation**

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Length of Service</b>	<b>Vacation</b>	<b>Equivalent Days</b>
1 year of service	112.5 hours	12
8 years of service	150.0 hours	16
16 years of service	187.5 hours	20
23 years of service	225.0 hours	24

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- b) Annual vacation will be taken on the basis of 9.375 hours per day or portions thereof.
- c) Additional days provided in Article G 9.02 shall be accumulated on the basis of 7.5 hours per day.

### **1.05.3 Workers' Compensation**

Workers' Compensation advances for employees on a compressed work week will be based on 9.375 hours per day, four days per week, subject to the WCB reassessing the employee's wage loss compensation in accordance with Article 12.07.3.

### **1.05.4 Sick Leave**

Sick leave for employees on a compressed work week will be based on 9.375 hours, to a maximum of 22.5 hours per occurrence, or until the employee's sick leave balance is exhausted, which ever comes first.

### **1.05.5 Statutory Holidays**

Statutory Holiday pay for employees on a compressed work week will be based on a 7.5 hour work day. However, employees on a compressed work week may request to top up such pay with time available in their own banks, in the following priority order: Mtime, banked overtime, banked statutory holiday pay, and vacation (first deferred, then current, then banked). Such election to top up must be made at the time of the sign-up.

### **1.05.6 Bereavement Leave**

Bereavement Leave for an employee on a compressed work week will be based on a 9.375 hour work day, to a maximum of 37.5 hours under Article G 11.03.1 (a) or 22.5 hours under G 11.03.1 (b).

### **1.05.7 X-Relief Employees**

When an employee signed to an X-relief shift with an M-day schedule is assigned to relieve another employee on a compressed schedule, the X-relief will normally work only 8.08 hours, and any additional hours required on the shift will be paid at overtime rates. The Maintenance Supervisor will advise the X-relief employee of the assigned hours for each relief assignment.

## **1.06 UNSCHEDULED DAYS OF ANNUAL VACATION**

**1.06.1** 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.

**1.06.2** 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.

**1.06.3** 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<sup>th</sup>.

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- (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<sup>th</sup> and September 10<sup>th</sup> of each year.

### **1.06.4 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 two (2) people off at one time and is at the sole discretion of the Employer subject to staffing.

### **1.07 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<sup>st</sup> of the new year will be paid out.

### **1.08 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.

### **1.09 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)

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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 (7½) hours at straight time.

### **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 8<sup>th</sup> 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.

## **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:

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- 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.

### **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.



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### **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%).

##### **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:

<b>Time Worked Per Day</b>	<b>Rate of Pay (Times regular rate)</b>
Up to 9 hours	200%
From 9 hours to 10½ hours	225%
After 10 ½ 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

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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 (8) 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 two (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.

### **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

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employee's normal working shift, the employee will, at the employee's choice, receive an additional payment of one-half (½) hour in lieu of a meal at the prevailing overtime rate or one-half (½) 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 (½) hour meal break or payment in lieu of a meal break equal to one-half (½) 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.

### **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 two (2) members each from the Union and from the Employer

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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.

### **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 of two (2) Union representatives from maintenance and two (2) Employer representatives. The Employer will pay for the Union representatives to attend meetings not more than two (2) 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 responsible for 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.

#### **6.07 APPRENTICESHIP ACT**

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

## Part "M"

### **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 designated in the wage schedule to receive this allowance. The tool allowance shall be paid bi-weekly, 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.

#### **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.

## Part "M"

### **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
- 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.

### **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 (2) 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.

## Part "M"

### **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 (½) 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.

### **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 (2) days immediately preceding and following their scheduled time off of five (5) days, or multiples of five (5) 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.



## Part "M"

**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 (1) 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.

**12.02.4** Where there are more than one (1) 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 (1) 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 (2) 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.

## Part "M"

### **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.
  - (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 paycheque;
  - (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

<b>April 1, 2004</b>	
<b>OPERATIONS</b>	
<b>Transit Operator</b>	
Training Rate (1 <sup>st</sup> 5 weeks)	16.51
Probation Rate (next 13 weeks)	17.69
19 – 39 weeks	18.86
40 – 52 weeks	21.22
After 52 weeks	23.58
<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>	
<b>MAINTENANCE</b>	
<b>April 1, 2004</b>	
<b>Trade Classifications:</b> *Mechanic, *Machinist, *Bodyperson, Welder, Tireperson, *Electrician *Trimmer, *Electronic Technician	
<b>Trade Classifications</b>	27.74
<b>Apprentice (4 years)</b>	
1 <sup>st</sup> 6 months/74%	20.53
2 <sup>nd</sup> 6 months/74%	20.53
3 <sup>rd</sup> 6 months/75%	20.81
4 <sup>th</sup> 6 months/76%	21.08
5 <sup>th</sup> 6 months/78%	21.64
6 <sup>th</sup> 6 months/80%	22.19
7 <sup>th</sup> 6 months/85%	23.58
8 <sup>th</sup> 6 months/90%	24.97
<b>Apprentice (3 years)</b>	

## Wage Schedule

<b>April 1, 2004</b>	
1 <sup>st</sup> 6 months /74%	20.53
2 <sup>nd</sup> 6 months/75%	20.81
3 <sup>rd</sup> 6 months/76%	21.08
4 <sup>th</sup> 6 months/78%	21.64
5 <sup>th</sup> 6 months/83%	23.02
6 <sup>th</sup> 6 months/90%	24.97

<b>April 1, 2004</b>	
<b>Apprentice (2 years)</b>	
1 <sup>st</sup> 6 months/74%	20.53
2 <sup>nd</sup> 6 months/76%	21.08
3 <sup>rd</sup> 6 months/79%	21.91
4 <sup>th</sup> 6 months/90%	24.97
<b>Utility Worker</b>	22.56
<b>Serviceperson</b>	21.83
<b>Preparatory Painter</b>	21.68
<b>Interior Bus Cleaner</b>	20.41
<b>BUILDING MAINTENANCE SHOP</b>	
<b>Trade Classifications:</b>	
*General Mechanic	
<b>Trade Classification</b>	27.74
<b>Janitor</b>	20.41

## Part "C"

### COMMUNITY TRANSIT SERVICE

It is understood that any of the terms of this addendum may be modified during the term of the agreement by mutual agreement of the parties.

#### **1.00 PREAMBLE**

##### **1.01 OBJECTIVES**

This agreement is intended to promote the following objectives:

1. Respond to customer needs with a variety of cost effective options
2. Provide customers with an efficient interface between community and conventional transit services
3. Maintain job security & opportunities for current employees

##### **1.02 SCOPE**

1. Community Transit service is all service provided by vehicles designated for this service with a maximum of twenty-four (24) seats, unless otherwise mutually agreed by the parties.
2. Conventional Transit service is all service provided by vehicles that have twenty-five (25) or more seats, unless otherwise mutually agreed by the parties.

##### **1.03 SERVICE DELIVERY**

1. BC Transit reserves the right to determine which services will be delivered through Community Transit Service and reserves the right to discontinue Community Transit Service. Prior to introducing new or expanded Community Transit Service, or converting conventional transit service to Community Transit Service, BC Transit will consult with the Union.
2. It is understood that the introduction or expansion of Community Transit Service, or conversion of Conventional Service will not cause the layoff, wage reduction or change of employment status of any CAW member during the life of this Collective Agreement.
3. It is further understood that the conversion of conventional transit service to community bus service will not cause net scheduled conventional service to reduce by any more than 2% per fiscal year over the life of the Collective Agreement, as determined by comparing the September sheet to the preceding September sheet, except by mutual agreement.  
Reductions in conventional transit for reasons other than the conversion of service to community bus are not restricted by this agreement.
4. Where conversion of service from conventional to community service results in a net loss of conventional service hours, the parties agree that the community service will be provided in-house.

##### **1.04 APPLICATION OF PARTS G, O & M**

Terms and conditions of employment for Community Transit Employees are as set out in the "G" section of the Collective Agreement, except where they conflict with the terms of Part "C". Those portions of Part "O" which apply are set out in Part "C". Part "M" applies to Maintenance employees assigned to work on community shuttle vehicles, except where it conflicts with the terms of Part "C".

## Part "C"

### **1.05 EMPLOYEE DEFINITIONS**

1. Full Availability Employees are those that are available to work at least forty (40) hours per week over any five consecutive days that BC Transit makes available to them.
2. Restricted Availability Employees are those who are hired with specified restricted availability or those who have requested and been granted restricted availability by BC Transit, in accordance with its operational requirements.

### **2.00 MAINTENANCE OF COMMUNITY TRANSIT VEHICLES**

Article G 2.07.1 applies to the maintenance of community transit vehicles operated by BC Transit except where they are stored in a location remote from a BC Transit maintenance facility.

### **3.00 DUTIES OF COMMUNITY TRANSIT OPERATORS**

The duties of a community transit operator may include, but are not limited to:

- pre- and post- trip vehicle inspections
- operation of assigned transit vehicle
- customer service, such as loading mobility devices and escorting passengers door to door
- fare collection and administration
- completing documents and reports as required
- counting and recording passengers
- arranging for passenger pick-up and drop off as required
- minor servicing duties which may be assigned where practical and Service Persons, facilities or equipment are unavailable to perform the work in the time required, such as fueling, checking/adding fluids, maintaining tire pressure, tightening mirrors and interior cleaning (except bodily fluids)

Where vehicle servicing tasks are assigned, it is understood that BC Transit will provide paid work time to complete such tasks.

### **4.00 HOURS OF WORK AND OVERTIME**

#### **4.01 MINIMUM DAILY HOURS**

On any day that an employee is assigned to, and does report for work, they shall receive a minimum of two (2) hours work at the applicable rate, or pay in lieu when the two (2) hours work is not available. All pieces of work will pay a minimum of two hours, except that where another assigned piece of work commences before the first two paid hours has elapsed, the overlapping period between the two pieces will not be subject to additional pay. In no case will pay be greater for the elapsed time from the beginning of the first piece of work to the end of the last piece than it would be if the work were continuous.

#### **4.02 OVERTIME WORK**

##### **4.02.1 Overtime Premium Pay**

Overtime premiums will be paid when an employee's actual work hours exceed 8.0 in a work day or 40 in a work week. There shall be no compounding of premiums.

## Part "C"

### **4.02.2 Unscheduled Shift Extension**

An employee may not refuse work that would alter their split or finish time by 30 minutes or less. Any shift extension will be paid at overtime rates if it extends beyond 8.0 hours.

### **4.03 NORMAL HOURS OF WORK**

#### **4.03.1 Full Availability Employees**

Normal hours of work are those up to and including eight (8) hours per day and forty (40) hours per week, not exceeding five consecutive days, that do not attract overtime rates.

#### **4.03.2 Restricted Availability Employees**

Normal hours are those up to and including eight (8) hours per day and (forty) 40 hours per week, within limitations on availability requested by the employee and approved by BC Transit.

Should a Restricted Availability Operator's availability be so limited that they have not been assigned work for a period of three (3) months or more, their employment may be terminated with two (2) weeks' notice.

### **4.04 METHOD OF PAYMENT**

Regular rate shall mean the applicable hourly rate of pay as set out in the wage schedule. Where applicable, "time worked" shall include standby time, report time and lay-up time.

## **5.00 ASSIGNMENT OF WORK**

### **5.01 ASSIGNMENT OF REGULARLY SCHEDULED WORK**

#### **5.01.1 Running Sheets**

BC Transit will construct running sheets which shall designate the runs available to Community Transit Operators under the sign up. BC Transit will post new running sheets for sign up at least four times per calendar year. Running sheets shall be made up in accordance with BC Transit's running schedule. While BC Transit is entitled to schedule shifts of various lengths to meet operational needs effectively, shifts will be scheduled as much as possible to maximize the number of full length shifts (defined as those between 7 and 8.5 hours, including split shifts) prior to instituting shorter shifts, except that BC Transit is not required to incur additional costs in order to meet this provision, such as scheduling shifts shorter than the two-hour minimum or incurring unnecessary premium pay.

#### **5.01.2 Sign Up Procedure**

Full Availability operators will sign up in order of their classification seniority, followed by Restricted Availability Operators, also in order of their classification seniority. Sign up times will be designated by BC Transit for all Operators. Operators who are on duty at their designated sign-up time will be expected to submit a choice slip.

BC Transit may alter shift start or finish times by 30 minutes or less without a requirement to implement a new sign up. BC Transit will consult with the affected Operator and the Union prior to implementation.

### **5.02 ASSIGNMENT OF UNSCHEDULED WORK**

Unscheduled pieces of work will be assigned in seniority order, first to available Full Availability Operators who can perform the piece of work at straight time rates, then in seniority order to

## **Part “C”**

available Restricted availability employees who can perform the piece of work at straight time rates. Unscheduled work that would incur overtime costs will be assigned in the same order, subject to service requirements and cost efficiency being equal.

Employees indicate their availability on the Additional Work list and will be assigned the work if they can be contacted by BC Transit and can perform the work when required. An employee may request to be added or removed from the Additional Work list in accordance with BC Transit procedures. Once contacted, the employee shall be available to work during the times listed by the employee and shall not be entitled to refuse such an assignment, unless there is a junior employee available to perform the work.

### **5.03 TOTAL ELAPSED TIME (TET)**

Total elapsed time 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 community transit operator's work day will be extended beyond twelve hours total elapsed time without the Operator's consent.

### **5.04 SICK REPORT TIME**

Operators reporting sick must report their absence at least one hour prior to normal report-in time unless it is not possible to do so.

### **5.05 NOTICE OF RETURN TO WORK FOLLOWING ABSENCE**

When Community Transit 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 their regularly assigned work, or availability for unscheduled work.

Operators returning from any other approved leave of absence shall be assigned in accordance with their former scheduled work or availability for unscheduled work 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, unless BC Transit has approved otherwise.

### **5.06 OPERATORS TRANSFERRED TO THE INACTIVE LIST**

Community Transit 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 provide notice and medical verification at least one week prior to their intended date of return, in order to provide time to conduct a mini-sign-up to reintegrate them into the schedule. If less notice is provided, they will be placed on the Additional Work list in accordance with their availability and seniority, and a mini-sign-up will be conducted as soon as is practicable thereafter.

### **5.07 REPORTING LOCATION & TRAVEL**

#### **5.07.1 Storage/Reporting Location**

BC Transit reserves the right to designate the storage location for any vehicle as well as the location at which any employee is required to report to work. Prior to designating any storage or reporting location other than at a transit centre, BC Transit will consult with the Union. Where employees relieve on the road, such relief locations will be designated only where conventional transit service is available to arrive within thirty (30) minutes and enables the employee to return to the point of origin.



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### **5.07.2 Report Time**

Operators shall be paid ten (10) minutes report time for taking buses out of the designated storage location and five (5) minutes lay up time for returning vehicles to the designated storage location.

### **5.07.3 Travel Time**

Travel time will be established and paid in accordance with Article O 3.07 except that such time will be considered as a straight time allowance, and is not considered as time worked

### **5.08 SLEEPER**

Article O 2.04.2 applies to Community Transit Operators with the exception of parts 3 & 4 of the operating procedure.

### **5.09 TRAINING RATES OF PAY FOR EXISTING OPERATORS**

Section O 2.02.5, O 2.02.6 and O.3.09 apply to Community Bus operators

### **5.10 SERVICE REVIEW COMMITTEE**

Section O.2.03.3 Terms of Reference is amended by revising the first sentence to read: The terms of reference and scope of discussion shall be limited to the following matters concerning conventional and community bus service

### **5.11 TEMPORARY CHANGE OF WORK**

Section O.3.05 applies to Community Bus operators

### **5.12 LAVATORIES**

Section O.4.00 Lavatories includes facilities for Community Bus Service

### **5.13 SPAREBOARD**

Prior to the introduction of a Community Bus spareboard, BC Transit will negotiate spareboard rules with the Union.

### **5.14 NATIONAL SAFETY CODE**

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

## **6.00 UNIFORMS**

The Union and Employer will cooperate in sponsoring and maintaining a high standard of appearance among Community Transit Operators as provided for by the Employer's rules and regulations. Community Transit Operators will receive a cleaning and maintenance allowance of \$12.00 per pay period in which they have worked.

## **7.00 RATES OF PAY**

### **7.01 COMMUNITY TRANSIT OPERATOR WAGE SCALE**

Community Transit Operators shall be paid the following hourly rates of pay, effective (January 1, 2004)

## Part "C"

<b>Operator Step</b>	<b>Rate of Pay per Hour</b>
<b>Trainee (until completion of training – approximately 1<sup>st</sup> 5 weeks)</b>	<b>\$14.42</b>
<b>First eight (8) months after training</b>	<b>\$15.34</b>
<b>Next eight (8) months after training</b>	<b>\$17.26</b>
<b>Thereafter</b>	<b>\$18.68</b>

In the event that a currently employed conventional transit operator applies for and is transferred to a Community Transit Operator position, pursuant to Article G 8.01, placement on this wage scale will recognize time worked as a conventional transit operator.

### **8.00 BENEFITS**

The following provisions supercede Articles G 12.00 and G 13.00.

#### **8.01 ELIGIBILITY**

##### **8.01.1 Eligibility Criteria**

Employees who have successfully completed their probationary period and have worked twenty-five (25) hours per week or more, averaged over the six (6) month period prior to the assessment dates, will be covered by BC Transit's health and welfare plans, effective one (1) month after the assessment date. The assessment dates are January 1, April 1, July 1 and October 1. Should an employee reach eligibility due to temporary conditions, BC Transit will discuss it with the employee and the Union and the parties may mutually agree to continue to exempt the employee from eligibility until the next assessment date.

##### **8.01.2 Loss of Eligibility**

If an employee drops below the eligibility criteria he/she will revert to pay in lieu of benefits one month following the loss of eligibility.

##### **8.01.3 Factors Not Affecting Eligibility**

It is understood that an employee will not lose benefits if they have dropped below the eligibility criteria as a result of absence due to sick leave, STD, LTD, WCB, union, Jury Duty, Bereavement, Pregnancy, Parental, or Homecoming leave, or leave for family care (should family care leave be provided by law during the term of the collective agreement). In such cases, the employee's regularly scheduled hours for the period of absence will be used to calculate eligibility.

#### **8.02 BENEFIT COVERAGE AND PREMIUM PAYMENTS**

The cost of benefit premiums for MSP, Extended Health, Dental, Short term disability, Long term disability, and life insurance will be paid by the Employer.

#### **8.03 SICK LEAVE**

BC Transit shall provide eligible employees with forty-five (45) hours sick leave credit per year to be administered similar to the sick leave credit days in Article G 12.02.3. Sick leave credit days will only be paid for scheduled work days lost, and will be paid on the basis of 90% of the pay for their regularly scheduled hours for that day.

## Part "C"

### **8.04 PAY IN LIEU OF BENEFITS**

Employees who are not eligible for benefits shall be paid 10% in lieu of the following benefits: MSP, Extended Health, Dental, Short Term Disability, Long Term Disability, life insurance and sick leave.

### **9.00 ANNUAL VACATION**

The following provisions supercede the provisions of Article G 9.02, 9.03 and 9.04.

#### **9.01 VACATION ENTITLEMENT**

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 below shall be entitled to the corresponding number of weeks off with pay to be taken during that year and subsequent years.

<b>Years of Service</b>	<b>Time off Entitlement</b>	<b>Percentage Vacation Pay</b>
2 years or less	2 weeks	4%
2-7 years	3 weeks	6%
8-15 years	4 weeks	8%
More than 15 years	5 weeks	10%

In the event that a currently employed BC Transit conventional transit operator applies for and is transferred to a Community Transit Operator position, pursuant to Article G 8.01, their time off and percentage vacation pay on this table will recognize years of service as a conventional transit operator. Accredited service in accordance with Article 9.01 will apply provided there has been no break in service.

#### **9.02 PAYMENT FOR ANNUAL VACATION**

##### **9.02.1 Eligible Employees**

For eligible employees, as defined in Article 8.1 above, when vacation is taken, pay for each week shall be based on the employee's regular base wage rate times the employee's regularly scheduled hours at the time the vacation is taken. Following the last pay period of the calendar year, the vacation paid out over the year will be compared to the vacation earned, in accordance with Column 3 above. The difference will either be paid out to the employee or recovered from the employee's pay in the pay period following. In the event the amount to be recovered is greater than sixteen (16) hours' pay, it will be recovered in manageable increments over more than one (1) pay period, following consultation with the employee.

##### **9.02.2 Other employees**

Other employees shall be paid vacation pay as it is earned, at the applicable percentage, on their bi-weekly pay cheque. Alternatively, they may request to have that amount banked by BC Transit, to be cashed out upon request, provided sufficient notice is given to process the payment in advance of the pay period in which it is to be paid out. In any event, such banks will be paid out no later than the end of the calendar year following the one in which they were earned. Such

## Part "C"

employees will be given the opportunity to take a leave without pay equivalent to the number of weeks time off entitlement associated with their accumulated years of service as defined in Article 9.01.

### **10.00 STATUTORY HOLIDAYS**

#### **10.01 PAY FOR TIME WORKED ON A STATUTORY HOLIDAY**

Any employee who works on a statutory holiday will be paid for the day:

- a) 1.5 times the employee's regular wage for the time worked, up to 9.5 hours, and
- b) double the employee's regular wage for any time worked over 9.5 hours.

#### **10.02 ELIGIBLE EMPLOYEES**

An eligible employee, as defined in Article 8.01 is eligible for a paid statutory holiday if the employee has worked either the working day before or the working day after the statutory holiday. The employee shall not be eligible when a statutory holiday falls within 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

For the purpose of this Article, the employee shall receive regular base pay, based on the average number of daily hours normally worked by the employee, up to a maximum of eight (8.0) hours. This is calculated by dividing the total hours of regular pay in the preceding two (2) pay periods, by 20 days. If the employee is scheduled to work on the Statutory Holiday, this base pay will be paid in addition to the pay for time worked on a Statutory Holiday, and there will be no day off in lieu. If the Statutory Holiday falls on a scheduled day off, the employee shall receive the base pay only.

#### **10.03 OTHER EMPLOYEES**

Other employees shall be paid bi-weekly, an additional 4.4% of straight time wages in lieu of base Statutory Holiday pay.

### **11.00 VACANCIES, PROMOTIONS AND LAY-OFFS**

#### **11.01 APPLICATION**

Article G 8.00 applies to Community Transit employees, subject to the following amendments:

##### **11.01.1 Layoff and Recall**

Article G 8.03 applies to Community Transit employees, except that severance shall be pro-rated based on the average hours worked, as a percentage of 40 hours, over the six months prior to the most recent assessment date (January 1, April 1, July 1, and October 1). Neither recall nor

## **Part "C"**

severance pay applies to Restricted Availability employees terminated in accordance with Article 4.03.2.

### **11.01.2 Section Definition**

"Section" means the Operations, Maintenance or Community Transit Departments.

### **11.01.3 Classifications**

For purposes of Article G 8.04, Full Availability Community Transit Operator and Restricted Availability Community Transit Operator are considered one classification, however they shall have separate seniority lists.

## **12.00 SAFETY**

Pursuant to Article G 15.01, Community Transit operators safety issues will be normally be addressed through the Operations Safety Representatives on the Operations Safety Committee. If there are significant safety issues which cannot be addressed through the regular Operations Safety representatives, a Community Transit Operator may be invited to participate in meetings on an ad hoc basis, by mutual agreement of the CAW and the Manager, Transit Operations. In the event the number of Community Transit Operators exceeds 20, they will be permitted to add a regular representative to the Operations Safety Committee.

## **13.00 TRANSITION COMMITTEE**

### **13.01 PURPOSE**

The Parties will establish a transition committee to address and make recommendations to BC Transit concerning implementation issues that arise from this Memorandum of Agreement. The committee will not have the authority to vary this Memorandum without agreement of the Parties.

### **13.02 MEMBERSHIP & MEETINGS**

This committee will include two (2) appointees from each party, and will meet from the time of signing of this memorandum until May 31, 2004, or until a later date if mutually agreed by the parties. The schedule of meetings will be determined by mutual agreement. The two (2) Union representatives on this committee will suffer no loss of regular pay as a result of their participation in this committee.

**SIGNATURE PAGE**

SIGNED THIS 8th DAY OF December, 2004:

**BC TRANSIT:**

Linda Burbidge  
Manager, Human Resources & Labour  
Relations  
Bargaining Committee Chair

Mike Davis  
Victoria Planning & Scheduling Manager

Wendal Milne  
Manager, Transit Operations

Jim Pope  
Manager, Fleet Maintenance

Shirley Foster  
Human Resources Advisor

**CAW (Canada):**

Bill Young  
President Local 333

Phil Gregory  
Bargaining Committee Member

Rick Deveson  
Bargaining Committee Member

Adolf Van Schaik  
Bargaining Committee Member

Charlie Giuliano  
Bargaining Committee Member

Denise Kellahan  
National Representative

## 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 (2) 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:**

**Linda Burbidge  
Senior Labour Relations Officer**

**FOR CAW:**

**Sal Ruffolo,  
President Local 333**

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

## LETTERS OF UNDERSTANDING

### **LOU #2 - Early Retirement/Ltd "Top-Up"**

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 sixty (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**

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 – Apprenticeship Program**

(previously LOU #5)

### **1. Purpose**

To support the attraction and retention of a qualified trades workforce, the Employer and the Union view an active Apprenticeship Program as an effective means of developing employees to be fully productive journeypersons in the trades to which they aspire.

The Employer, in consultation with the Apprenticeship Committee, will maintain a program of technical training, rotational experience, and supervision to ensure that a consistent and sound educational experience equips apprentices for productive long-term employment at the conclusion of their training period. This program will enable journeypersons to efficiently transfer their knowledge and skill to apprentices.

It is understood that in the event legislation is enacted that renders any part of this Agreement or any part of the Apprenticeship Training Program invalid, such enactment will not invalidate the remaining portions, and the parties will endeavour to bring the Agreement and/or the Program into conformance with the new legislation as expeditiously as possible.

### **2. Definitions**

- a) The term “Employer” shall mean BC Transit, and the term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local Union 333.
- b) “Registration Agencies” shall mean the appropriate provincial and federal bodies responsible for apprenticeships.
- c) “Apprenticeship Agreement” shall mean a written agreement between the Employer and the person employed as an apprentice, and his/her parent or guardian if he/she is a minor, which shall be reviewed by the Apprenticeship Committee and registered with the Registration Agencies.
- d) “Apprentice” shall mean a person engaged in learning his/her trade under the guidance of a journeyperson. The use of the term “apprenticeship” indicates enrollment in a provincially certified program.
- e) “Committee” shall mean the Apprenticeship Committee established under the standards of the Apprenticeship Program.
- f) “Supervisor” shall mean the Maintenance Supervisor of the shop to which the apprentice is assigned in accordance with the rotational experience as set out in the Standards of Apprenticeship.
- g) “Standards of Apprenticeship” shall mean the contents of this document, including these definitions, and the contents of the Apprenticeship Program Manual as developed by the Apprenticeship Committee and amended by such Committee from time to time.
- h) “Shop” shall mean garage location or technical training institution.

### **3. Apprenticeship Committee**

Pursuant to Article M 6.01.1 of the Collective Agreement, an Apprenticeship Committee will operate as follows:

The Committee shall be composed of four (4) members, two (2) representing the Employer and two (2) Union representatives drawn from Maintenance trades employees. The Chair shall be shared jointly.

The Committee shall meet as required to:

## LETTERS OF UNDERSTANDING

- a) compile, maintain, and update an Apprenticeship Program Manual detailing rotational training and experience, supervision, employer and apprentice operational and financial commitments, and recording-keeping requirements;
- b) ensure that each newly hired apprentice is informed of the responsibilities he/she is about to accept as well as the training, experience, and supervision he/she will receive;
- c) discuss and determine the withholding of an apprentice's scheduled wage increase in the event of delayed or delinquent progress;
- d) offer constructive suggestions for the improvement of training on the job;
- e) verify an apprentice's satisfactory completion of the apprenticeship program and recommend to the Registration Agencies that the appropriate certificate(s) be issued to the individual;
- f) ensure the successful operation of the Apprenticeship Program under these Standards.

A Sub-Committee consisting of two (2) of the four (4) Committee members, one (1) representing the Employer and one (1) representing the Union, shall meet tri-monthly, or more frequently if required, to:

- a) resolve issues involving apprentices which relate to their apprenticeship;
- b) review the Apprentice's logbook and Supervisor's monthly report on each Apprentice.

#### **4. Settlement of Differences**

Any matters that arise within the Apprenticeship Committee on which members are evenly divided and unable to resolve may be referred under Article M 6.02 of the Collective Agreement.

- 5. The Employer agrees to maintain a minimum of two apprentice positions on staff during the current collective agreement. Notwithstanding this, it is understood that in the event of a reduction in 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**  
**Manager, Human Resources & Labour**  
**Relations**

**Jim Pope**  
**Manager, Fleet Maintenance**

#### **FOR CAW**

**Bill Young**  
**President Local 333**

**Denise Kellahan**  
**National Representative, CAW Canada**

## **LETTERS OF UNDERSTANDING**

### **LOU #5 – Running Time Issues**

(previously LOU #6)

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

- Where Transit Operators experience continuing 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. Heavy loads and pass ups are expected as service demand increases and should be reported.
- BC Transit will investigate the problem, when determined to be chronic, then implement solutions or issue a written decisions with reasons for denial within fifteen working days, however this period may be extended by mutual agreement where there is insufficient information to complete the analysis. Where Operator's health or safety is at issue, the Safety & Training Department will be consulted. Operators who disagree with the written decision may refer the issue in writing to a committee consisting of the Sheet Committee Chair, Manager Operations, and Safety & Training Manager, who will make recommendations for resolution of the problem.
- 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 weekly 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**  
Manager, Human Resources & Labour  
Relations

**Mike Davis**  
Victoria Planning & Scheduling Manager

#### **FOR CAW**

**Bill Young,**  
President Local 333

**Denise Kellahan**  
National Representative, CAW Canada

## LETTERS OF UNDERSTANDING

### **LOU #6 - Transit Operators Performing Community Liaison Work**

March 16, 2004

In consideration of the benefits to both BC Transit and its employees of promoting public transit, the Parties agree that the following practices will apply to Transit Operators who perform community liaison work, such as school presentations, appearances with buses in parades and fairs, staffing mall displays, displaying buses to other transit companies or interested groups, and participating in movie shoots. It is recognized that this work may be assigned to Transit Operators who have demonstrated the interest, skills and aptitude for this type of work, but that such work may also be assigned to employees in other bargaining units and exempt staff, with the exception of revenue service.

- (1) Transit Operators will be given the opportunity to apply to join a pool of community liaison representatives who may be assigned to perform this type of work. It will not necessarily be assigned to the spare board.
- (2) When performing this type of work, these representatives may be booked off their regular work in a manner similar to joint committee members who are performing work of mutual benefit. Upon completion of the assignment, they may be assigned to complete their regular piece of work or to the spare board for the balance of the day in order to make most productive use of their time, but may also be given the rest of the day off if there is no need for their services. In no case will they receive less than 7.5 hours, or pay for their regular index, whichever is greater.
- (3) In order to meet the needs of the program and minimize overtime for such work, days off may be rescheduled by mutual agreement between BC Transit and the participating Transit Operator.
- (4) Where Transit Operators are required to perform work involving advanced skills such as public speaking, or perform work in which they are required to operate a bus as well as interact with the public in a display-like setting, they will be paid a premium of 5% of their hourly rate. This will not apply to simpler assignments such as staffing mall type displays or assisting with the "Santa Bus".

Linda Burbidge  
Manager, Human Resources &  
Labour Relations

Bill Young  
President, CAW Local 333

## **LETTERS OF UNDERSTANDING**

### **LOU #7 - Exercise of Seniority Between Parts "O" and "C" of the Collective Agreement**

December 5, 2003

The Parties agree that the issue of the exercise of seniority rights between Parts "O" and "C" of the Collective Agreement requires further review in light of the similarity of the work done in each Section. A review will be undertaken by the Transition Committee, which will make recommendations to the Parties by May 31, 2004 as to the appropriateness of varying Article 8.03, and if so, recommending specific changes.

## LETTERS OF UNDERSTANDING

### **LOU #8 - Maintenance Shift Premium**

March 26, 2004

Article M 3.06 Shift Premium – Shops and Garages

The Parties hereby agree that the language of the 2001-2004 Collective Agreement will be continued, pending the development of new shift premium criteria and rates in accordance with the following:

1. The criteria and application will be clear and consistent.
2. The costs of new criteria and rates will not exceed those that would be incurred through the application of the March 16, 2004 Memorandum of Agreement, based on the shift configuration in the March 8, 2004 sign up.
3. Implementation of new criteria and rates will coincide with a shift sign up so that employees can exercise their seniority with full knowledge of the rules.
4. Any changes to Article M 3.06 are subject to ratification by the members of the CAW Local 333 Maintenance Unit and approval by BC Transit.

For BC Transit:

Linda Burbidge  
Manager, Human Resources &  
Labour Relations

For CAW Local 333:

Bill Young  
President

## LETTERS OF UNDERSTANDING

### **LOU #9 – Holiday Season Multiple Schedule Sign-Up Relief**

February 24, 2004

Where a winter sign up includes a multiple sign up to cover special Christmas season schedules, the sign up reliefs will be scheduled to provide the Operator signing up with approximately 30 minutes, but in no case less than 25 minutes at the depot prior to the designated sign up time.

For BC Transit

For CAW Local 333

Linda Burbidge

Bill Young

Wendal Milne

Denise Kellahan



## LETTERS OF UNDERSTANDING

March 15, 2004

Dear Ms. Kellahan:

Re: 2004/05, 2005/06 Conventional and Community Service Plans

This will confirm that my letter of December 5, 2003 concerning plans for conversion to community bus service for the 2004/2005 fiscal year still applies, as set out below:

1. In September 2004, Community Buses are to be implemented in the Western Communities, providing approximately 9000 service hours in the remainder of the fiscal year, or 15,500 hours on an annualized basis.
2. This will not result in any net system-wide reduction in scheduled conventional service hours relative to September 2003, as the conventional hours will be re-allocated to other areas of the system.
3. Service to the Western communities will require 3 or 4 vehicles, which will be garaged at LTC, and maintained in accordance with Article G 2.07.1 of the Collective Agreement.

Further, I can confirm that BC Transit's five year service plan for Victoria does not call in 2005/2006 for any reduction in conventional service hours relative to September 2003. This is subject to annual approval and authorization of funding by the Transit Commission.

Yours truly

Linda Burbidge  
Manager, Human Resources &  
Labour Relations

## **LETTERS OF UNDERSTANDING**

March 16, 2004

Ms. Denise Kellahan  
National Representative  
CAW Canada

Dear Ms. Kellahan :

Re: Community Transit Service – Fixed Route Deviation

This is to confirm our discussion that in accordance with my letter of December 10, 2003, it remains BC Transit's intent to perform fixed route deviation service in-house except where it is not cost competitive to do so. We acknowledge that the implementation of fixed route deviation service gives rise to an obligation pursuant to Article G 2.07.2 c) to determine if the service delivery could be provided by BC Transit in a cost effective manner. The assessment of cost effectiveness considers many factors, such as vehicles, facilities, availability of support services (eg dispatchers), proximity to existing services, and labour costs. We are satisfied that the terms and conditions set out in the Community Bus Memorandum of Agreement and amended in the 2004-2006 Collective Agreement enable in-house services to be competitive on the labour cost factor.

Yours truly

Linda Burbidge  
Manager, Human Resources &  
Labour Relations

**LETTERS OF UNDERSTANDING**

March 25, 2004

Ms. Denise Kellahan  
National Representative  
CAW Canada

Dear Ms. Kellahan:

Re: Article M 3.06 Shift Premium

This will confirm that the Parties agree to review the shift premiums and definitions as outlined in the Memorandum of Agreement dated March 16, 2004, and may amend this article as necessary to:

- 1) ensure that no employee experiences a net loss of shift premiums under their current shift sign up and
- 2) that the overall shift premium costs of the current shift sign up do not increase relative to those incurred through the March 16 2004 negotiated memorandum.

Yours truly,

Linda Burbidge  
Manager, Human Resources  
& Labour Relations

cc: BC Transit Negotiating Committee  
CAW Local 333 Negotiating Committee

In Agreement for CAW Local 333:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date