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No. OF EMPLOYEES	03	31	
EMPLOYEES / D'EMPLOYÉS	457		
	N.P.		

AGREEMENT

between

BC Transit 

and



**Office and Professional
Employees International
Union**

relating to

WAGES & WORKING CONDITIONS

EFFECTIVE DATE APRIL 1, 1995

EXPIRY DATE MARCH 31, 1998

SEP 17 1996

03782(04)

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AGREEMENT

THIS AGREEMENT made

Between:

BC TRANSIT
(hereinafter called the "Authority")

and

OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION, LOCAL 378
(hereinafter called the "Union")

1. Witnesseth, that except as provided in Section 50(2) and (3) of the Labour Relations Code of British Columbia, the following provisions shall take effect and be binding upon the Authority and the Union for the period commencing **1995-04-01**, and ending **1998-03-31**, and thereafter until terminated as follows:
2. Either Party may at any time give to the other Party "four" months or more written notice of its intention to re-open the Agreement on that date or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
3. Letters of Agreement:

Letters attached to this Agreement are included in and form part of the Agreement as long as each letter is effective.
4. Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.
5. Definition of Bargaining Unit:

Where the words "bargaining unit" or "union" are used in this Agreement, such reference shall be deemed to mean OPPEIU Local 378 members employed by the Authority and covered by the certificate referred to in Section 1.01 of this Agreement.
6. Joint Standing Committees:

Joint Standing Committees shall be instituted and continued on a variety of matters.
7. All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in this Agreement.

ARTICLE 1

RECOGNITION CLAUSES

1.01 This Agreement shall apply to and be binding upon all employees of the Authority described in a variation to a Certification issued to the Union on the 6 November, 1985 and which includes those employees "employed in any phase of office, clerical, technical, administrative or related work except those excluded by their inclusion as a member of another certified union or by the Labour Relations Code of British Columbia, and shall continue to apply to those employees covered by the said amended Certification as the same may be amended by the Labour Relations Board from time to time." Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Authority while outside the province. Where working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 Subject to the provisions of this Agreement, neither the Union nor the Authority in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

1.03 The Authority will not discriminate against any employee because of membership in the Union.

The Authority will permit employees who are officers or representatives of the Union to carry out their duties on the Authority's time and with no loss in pay in respect to investigating complaints, resolving grievances and distributing Union bulletins. Such employees when carrying out these duties on the Authority's time will first obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. The Union will notify the Authority of its officers and representatives in writing on a regular basis,

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

The Authority will not charge the Union, for salaries of employees excused from work on Union business by arrangement with the Authority's Labour Relations Department, where such time is one (1) day or less, or where it involves joint Union-management committees or government sponsored conferences; for example, Labour-Management conferences.

It is the Union's intent to provide the Authority with as much advance notice as possible of requests to grant leave of absence to Executive Board Officers and Councillors of the Union to attend to union business in accordance with this Section of the Agreement. In any

event, the Union will endeavour to give a minimum of one week's notice of such requests. Further the Union agrees its Board members will notify their Supervisor, orally, as far in advance as possible, of scheduled Executive Board meetings.

- 1.05 (a) Employees who are acting as full-time officers or representatives of the Union (but excluding Union clerical staff) will be placed on leave of absence, with the time involved considered as service with the Authority. On conclusion of such leave of absence employees will return to the position they previously held with the Authority.
- (b) Leave of absence in accordance with the foregoing, will also be granted for a period of two (2) years, for members appointed or elected to positions with the Office & Professional Employees' International Union.
- (c) For those filling elected positions in the Office & Professional Employees' International Union, the leave of absence will be reviewed every two (2) years. Leave of absence for appointed representatives beyond this period is covered in this Agreement.
- (d) The Authority will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.
- (e) The Authority will provide a union bulletin board in a suitable location in each workplace.
- 1.06 (a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- (b) The Authority will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.
- 1.07 Employee Definitions
- (a) Full-Time Regular
- An** employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to three (3) months as provided in Section 7.01. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. By agreement with the Union, the Authority may hire a temporary employee to fill a position vacated by a regular employee.

(b) Part-Time Regular

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position with a continuing nature. By agreement with the Union, the Authority may hire a casual to fill a position vacated by a part-time regular employee. Unless otherwise agreed with the Union, part-time regular employees will work according to an assigned regular schedule but will not work more than thirty (30) hours per week. In addition a part-time regular employee may relieve a full-time employee on leave of absence, training, sick leave, RWWL days or annual vacation without change to full-time regular status. The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service. Annual vacation and statutory holiday pay shall be paid each pay period on the basis of the appropriate percentage of gross earnings for that pay period. Part-time regular employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to 6.52% of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave. Part-time regular employees shall progress through salary steps on the basis of accumulated service.

(c) Full-Time Temporary

An employee hired full-time on a monthly rate of pay to perform work of a temporary nature in connection with a specific project, projects, work overload or seasonal peaks for a period of less than one (1) year or other situations mutually agreed by the Parties. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Authority in the same or related job. The employee will participate in Benefit Plans in accordance with Article 21 but not in the Pension Plan. Services of temporary staff employees may be terminated by giving or receiving twenty-four hours' notice.

An employee may also be hired under this classification for purposes of vacation relief for periods up to four (4) months, during which period he/she will not be entitled to sick leave and will not participate in the Benefit Plans outlined in Article 21 or the Pension Plan. However, should a vacation relief employee's period of employment exceed four (4) continuous months he/she will become eligible for the same benefits and entitlements as other full-time temporary employees, effective from the beginning of the fifth continuous month.

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. Full-time Temporary employees shall not be entitled to Reduced Work Week Leave provisions as provided in Article 10 of the Agreement but will be entitled to **6.52%** of straight-time base rate bi-weekly earnings as defined in Subsection 7.04 (g) paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

(d) Casual

An employee hired on an as-and-when required basis. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Authority in the same or related job. The employee will not be entitled to any benefits provided in this Agreement but will be **paid 21.52%** of straight time base rate bi-weekly earnings as defined in Subsection 7.04(g) paid on a bi-weekly basis in lieu of annual vacation, RWWL, statutory holidays, sick leave and welfare benefits.

ARTICLE 2

UNION SECURITY AND DEDUCTION OF DUES

- 2.01 (a) The Authority agrees that all employees covered by this Agreement shall, within fifteen (15) days of the date hereof or within fifteen (15) days of their employment by the Authority, whichever event shall later occur, as a condition of continued employment by the Authority become and remain members of the Union and that the Authority shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made. Dues authorization forms will be signed at the time of hire.
- (b) The Authority will supply the Union, on request but not more often than twice a year, with a listing of OPEIU employees showing social insurance number, name, sex, job title, job group, division, department and work location in the order requested.
- (c) The Authority will advise all new employees of the name of the appropriate Local Union Representative following commencement of employment. The Union Representative shall be permitted to meet with each new employee during normal working hours at the employee's workplace for up to one hour, within fifteen (15) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Supervisor of the new employee.
- 2.02 Policies and Procedures
- In cases where the Authority's policies and procedures conflict with the terms and conditions of the Collective Agreement the Agreement will prevail.
- 2.03 Labour-Management Cooperation
- The Parties agree to cooperate to improve general efficiency and administrative practices.
- 2.04 Liaison Committee Meetings
- Liaison Committee Meetings shall be held at mutually convenient times and locations for discussions of matters of mutual interest, and shall be attended by senior representatives appointed by each Party.
- 2.05 Neither BC Transit nor its representatives will require or permit any employee covered by this Agreement to enter into an agreement with BC Transit or its representatives which conflicts with the terms of this Agreement. It is recognized by the parties, however, that there may be situations where employee accommodations of an incidental, infrequent and minor nature can arise. Such accommodations will not be considered a violation of this Article.

ARTICLE 3

GRIEVANCE PROCEDURE

3.01 Definition

- (a) "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any question as to whether any matter is arbitrable.
- (b) All grievances or disputes shall be settled without stoppage of work. Grievances concerning job descriptions or job evaluation shall be settled in the manner described in Section 5.06. **All** other grievances shall be settled in accordance with the procedures set out below:

3.02 Union or Authority Grievance

- (a) Should either the Union or the Authority consider that an action is cause for a grievance, the grieving Party, i.e. the President of the Union or the Authority's Labour Relations Department or their nominee(s), shall initiate such grievance by letter. Within five (5) working days of receipt of such letter by the other Party, the principals above noted or their nominee(s) shall meet and attempt to resolve the grievance.
- (b) If the Parties fail to resolve the grievance, the matter may be submitted to the agreed Third Party as set out in Section 3.04 below. If the grievance is not submitted to, or is not resolved by reference to the agreed Third Party as noted above, the grievance may be submitted to arbitration as set out in Stage III of Section 3.03 below.

3.03 Employee Complaints and Grievances

It is intended by the Parties that all complaints and grievances be settled as quickly as possible in accordance with the procedures that follow:

(a) Employee Complaints

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their immediate Supervisor as soon as possible, and for the purpose of this clause, not later than twenty **(20)** working days from the date of the action on the part of the Authority or the date the employee was advised of the action which led to the complaint, dispute or misunderstanding.

(b) Employee Grievances - Stage I

An employee or his/her Job Steward may grieve an action on the part of the Authority in respect of this Agreement. A grievance shall be submitted in writing not later than twenty (20) working days following either:

- (i) the unresolved discussion of a complaint; or
- (ii) the date the employee was advised of the action which led to the grievance.

The grievance shall be submitted to the Management representative immediately involved with copies to the Union and the Authority's Labour Relations Department and it shall be discussed with the employee or Job Steward and the Management representative within ten (10) working days of receipt of the grievance.

The Authority's decision on the grievance shall be given in writing to the employee or his/her Job Steward not later than five (5) working days from the date the grievance was discussed at Stage I. A copy of the decision shall be given to the Union and to the Authority's Labour Relations Department.

Notwithstanding the foregoing, Job Selection grievances shall be conducted in accordance with the provisions included in Stage II below.

(c) Stage II

A grievance not settled at Stage I may be referred in writing by the Union to the appropriate Management Representative, or his nominee, and Labour Relations within twenty (20) working days of the Authority's decision at Stage I.

A job selection grievance shall be initiated in writing at Stage II by an affected applicant or his/her Job Steward not more than twenty (20) working days from the date the applicant was advised of the disputed selection. The grievance will be submitted to an appropriate Personnel official with a copy to the Union, to Labour Relations and to the Management representative who made the selection.

The Parties shall meet at a mutually satisfactory date to discuss the Stage II grievance and attempt to resolve the difference therein. The Authority's decision on the grievance shall be given in writing to the Union not later than five (5) working days from the date the grievance was discussed at Stage II.

A grievance not settled at Stage II may be referred by written notice to Stage III within fifteen (15) working days of receipt of the decision at Stage II.

(d) Stage III - Arbitration

- (i) All grievances submitted to arbitration shall be adjudicated by a single Arbitrator. The Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within ten (10) working days of such notice, upon the request of either Party, the necessary appointment shall be made by the Minister of Labour.

The Arbitrator shall proceed as soon as practical to examine the grievance and render his judgment, and his decision shall be final and binding on the Parties and upon the employee(s) affected by it

- (ii) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator including any disbursements incurred by Arbitration proceedings.
- (iii) Where the Arbitrator determines that an employee has been dismissed, Suspended, or otherwise disciplined by the Authority for just and reasonable cause the Arbitrator may substitute such other penalty for dismissal, suspension, or discipline as the Arbitrator considers just and reasonable in all the circumstances.
- (iv) Where the Arbitrator, the Industrial Relations Council, or other body finds that an employee has been dismissed, suspended, or otherwise disciplined for other than just and reasonable cause, the Arbitrator, the Labour Relations Board, or other body may:
- a) direct the Authority to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, the Industrial Relations Council, or other body, the case may be, is fair and reasonable or;
 - b) make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement.

3.04 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 or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. J. Weiler, or a substitute agreed to by the Parties shall at the request of either Party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendation 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. This provision may be implemented at the discretion of either Party during or after Stage I.

3.05 Where the time limits mentioned in this Section are not met by the grieving Party the grievance shall be deemed to be abandoned and may not thereafter be reinstated. Failure to respond where required by the grievance procedure within the time specified will be deemed to be a referral to the next stage of the grievance procedure.

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

3.06 The processing of a grievance dealing with suspension or termination may be dealt with under the terms of Section 3.02. By mutual agreement of the Authority and the Union any other grievance may begin at Stage II.

3.07 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

Arbitrators will be chosen in rotation and will indicate acceptance and availability on dates chosen by the Parties. In the event an arbitrator is unable to act on such dates, the arbitrator will advise the Parties and they will contact the next arbitrator on the list.

The following procedure will apply:

1. The Parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
2. The expedited arbitrators, who shall act as sole arbitrators, shall be Emily Burke, Robert Blasina, Barbara Bluman, and Leon Getz.

3. If the Parties agree to invoke the expedited arbitration process, the matter shall be decided in accordance with the process set out in this Article, notwithstanding the provision of Article 3.03 (d) of the Collective Agreement.
4. The locations of the hearings shall be agreed to by the Parties.
5. As the process is intended to be non-legal, unless otherwise agreed, lawyers will not be used to represent either Party.
6. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
7. The hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time:
 - (a) A brief of pertinent documents will be jointly presented to the arbitrator.
 - (b) To the extent that authorities are permitted, they shall be presented in a joint brief.
 - (c) If possible, a statement of agreed facts will be jointly presented to the arbitrator.
 - (d) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
 - (e) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
 - (f) Hearsay and extrinsic evidence will be allowed to be entered without objection and given the appropriate weight by the arbitrator.
 - (g) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations.
 - (h) Arguments will be presented only to the points in issue.

8. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the costs will be born in accordance with Section 103 of the Labour Relations Code.
9. Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator as contemplated herein.
10. The decision of the arbitrator is to be completed and mailed to the Parties within ten (10) working days of the hearing.
11. All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice, unless otherwise agreed. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
12. The Parties shall share equally the fees and expenses of the arbitrator.
13. The arbitrator shall have the power to conclusively settle the dispute and the decision shall be binding on both Parties. The arbitrator shall not have the power to change, alter, modify or amend any of the provision of the Collective Agreement.

ARTICLE 4

SALARY SCALES AND ALLOWANCES

4.04 Job groupings are established in accordance with the Authority's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

Depending on the circumstances of the job, non-office job rates are set up subject to negotiations with arbitration if required.

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

For conversion purposes only, hourly rates of pay are determined by dividing monthly salaries by 163.0581.

Monthly Salary Scales

Effective October 1, 1995

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1745	1825	1882	1940	2016	2097
2	1905	1993	2054	2116	2203	2290
3	2078	2170	2243	2313	2403	2496
4	2268	2373	2447	2526	2625	2726
5	2474	2588	2673	2753	2860	2977
6	2705	2825	2916	3005	3128	3248
7	2951	3083	3179	3282	3410	3544
8	3224	3365	3472	3577	3724	3871
9	3515	3672	3788	3908	4063	4225
10	3839	4009	4139	4264	4433	4609
11	4187	4376	4518	4657	4843	5034
12	4574	4779	4933	5081	5283	5491

Bi-weekly Salary Scales

Effective October 1, 1995

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	803	840	866	892	927	965
2	876	917	945	973	1013	1053
3	956	998	1032	1064	1105	1148
4	1043	1092	1126	1162	1208	1254
5	1138	1177	1230	1266	1316	1369
6	1244	1300	1341	1382	1439	1494
7	1357	1418	1462	1510	1569	1630
8	1483	1548	1597	1645	1713	1781
9	1617	1689	1742	1798	1869	1944
10	1766	1844	1904	1961	2039	2120
11	1926	2013	2078	2142	2228	2316
12	2104	2198	2269	2337	2430	2526

Non-Office Monthly Salary Scales

Effective October 1, 1995

	Minimum	Step 1	Step 2	Step 3	Step 4
Kitchen	2008				
Short Order	1940	2123	2226		
Cook	2096	2286	2411		
Cafeteria Work	2266	2437	2586		
Farebox Receipt Attendant/	2302	2377	2464		
Farebox Traffic Checker Attendant	2332	2435	2555	2669	2787
Stockroom	3214				

Non-Office Bi-weekly Salary Scales

Effective October 1, 1995

	Minimum 1	Step 1	Step 2	Step 3	Step 4
Kitchen	924				
Short Order	892	977	1024		
Cook	964	1052	1109		
Cafeteria Work	1042	1121	1190		
Farebox Receipt Attendant/ Farebox Attendant	1059	1093	1133		
Traffic Checker	1073	1120	1175	1228	1282
Stockroom Clerk	1478				

Monthly Salary Scales

Effective April 1, 1996

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1762	1834	1901	1959	2036	2118
2	1924	2013	2075	2137	2225	2313
3	2099	2192	2265	2336	2427	2521
4	2291	2397	2471	2551	2651	2753
5	2499	2614	2700	2781	2889	3007
6	2732	2853	2945	3035	3159	3280
7	2981	3114	3211	3315	3444	3579
8	3256	3399	3507	3613	3761	3910
9	3550	3709	3826	3947	4104	4267
10	3877	4049	4180	4307	4477	4655
11	4229	4827	4563	4704	4891	5084
12	4620	4827	4982	5132	5336	5546

Bi-weekly Salary Scales

Effective April 1, 1996

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	811	848	874	901	937	974
2	885	926	955	983	1024	1064
3	966	1008	1042	1075	1116	1160
4	1054	1103	1137	1173	1219	1266
5	1150	1202	1242	1279	1329	1383
6	1257	1312	1355	1396	1453	1509
7	1371	1432	1477	1525	1584	1646
8	1498	1564	1613	1662	1730	1799
9	1633	1706	1760	1816	1888	1963
10	1783	1863	1923	1981	2059	2141
11	1945	2033	2099	2164	2250	2339
12	2125	2220	2292	2361	2455	2551

Non-Office Monthly Salary Scales

Effective April 1, 1996

	Minimum 1	Step 1	Step 2	Step 3	Step 4
Kitchen Assistant	2028				
Short Order Cook	1959	2144	2248		
Cook	2117	2309	2435		
Cafeteria Work	2289	2461	2612		
Farebox Receipt Attendant/ Farebox Attendant	2325	2401	2489		
Traffic Checker	2355	2459	2581	2696	2815
Stockroom Clerk	3246				

Non-Office Bi-weekly Salary Scales

Effective April 1, 1996

	Minimum 1	Step 1	Step 2	Step 3	Step 4
Kitchen Assistant	958				
Short Order Cook	901	986	1034		
Cook	974	1062	1120		
Cafeteria Work	1053	1132	1202		
Farebox Receipt Attendant/ Farebox Attendant	1070	1104	1145		
Traffic Checker	1083	1131	1187	1240	1295
Stockroom Clerk	1493				

Monthly Salary Scales

Effective April 1, 1997

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	1797	1880	1939	1998	2077	2160
2	1962	2053	2117	2180	2270	2359
3	2141	2236	2310	2383	2476	2571
4	2337	2445	2520	2602	2704	2808
5	2549	2666	2754	2837	2947	3067
6	2787	2910	3004	3096	3222	3346
7	3041	3176	3275	3381	3513	3651
8	3321	3467	3577	3685	3836	3988
9	3621	3783	3903	4026	4186	4352
10	3955	4130	4264	4393	4567	4748
11	4314	4508	4654	4798	4989	5186
12	4712	4924	5082	5235	5443	5657

Bi-weekly Salary Scales

Effective April 1, 1997

Group	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
1	827	865	892	919	955	994
2	903	944	974	1003	1044	1085
3	985	1029	1063	1096	1139	1183
4	1075	1125	1159	1197	1244	1292
5	1173	1226	1267	1305	1356	1411
6	1282	1339	1382	1424	1482	1539
7	1399	1461	1507	1555	1616	1679
8	1528	1595	1645	1695	1765	1834
9	1666	1740	1795	1852	1926	2002
10	1819	1900	1961	2021	2101	2184
11	1984	2074	2141	2207	2295	2386
12	2168	2265	2338	2408	2504	2602

Non-Office Monthly Salary Scales

Effective April 1, 1997

	Minimum 1	Step 1	Step 2	Step 3	Step 4
Kitchen Assistant	2069				
Short Order Cook	1998	2187	2293		
Cook	2159	2355	2484		
Cafeteria Work	2335	2510	2664		
Farebox Receipt Attendant/ Farebox Attendant	2372	2449	2539		
Traffic Checker	2402	2508	2633	2750	2871
Stockroom Clerk	3311				

Non-Office Bi-weekly Salary Scales

Effective April 1, 1997

	Minimum 1	Step 1	Step 2	Step 3	Step 4
Kitchen Assistant	952				
Short Order Cook	919	1006	1055		
Cook	993	1083	1143		
Cafeteria Work Leader	1074	1135	1225		
Farebox Receipt Attendant/ Farebox Attendant	1091	1127	1168		
Traffic Checker	1105	1154	1211	1265	1321
Stockroom Clerk	1523				

4.02 Trade Differentials

Employees whose pay is determined by a differential over and above the pay of members of other unions with whom they work or by the contract provisions of other unions, shall be paid the greater of either the amount of the floor-rate or the amount that the salary range for their job group would provide after application of general increases and applicable length-of-Service increases, in accordance with Subsection 4.04(f) below.

The following jobs shall involve pay differentials as defined above. The list of jobs and the relevant floor-rate are subject to change by mutual agreement between the Authority and the Union. The appropriate floor rate and conditions related thereto shall be negotiated and set out on trade differential sheets.

Instructor
Chief Instructor

4.03 Traffic Checker Premium

An employee experienced in traffic checking who trains a new checker shall receive a bonus of \$1.30 for each day when that training is for more than one-half a shift.

4.04 Length-of-Service Increases

- (a) Salary advances within the ranges shall be automatic except that such increases may be withheld for inadequate performance, providing that one month's notice of intent

to withhold is given in writing by the Supervisor concerned to the employee affected, the officers of the Union, and the Authority's appropriate Personnel and Labour Relations representatives.

- (b) Increases will not be granted to employees on probation. When in the opinion of the Authority, the employee has fully restored his/her performance at some subsequent date, he/she shall regain his/her position within the salary scale on a non-retroactive basis.
- (c) Only one length-of-service increase will be granted an employee while he/she is on sick leave. After returning to work the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had he/she not been absent for sickness.
- (d) Length-of-service salary increases will not be granted to employees who qualify for an increase during all other leaves of absence without pay in excess of three months. Upon return to work an employee will become eligible for the increase after qualifying in accordance with Subsection 4.04(f) below by combining his/her service prior to and following his/her leave of absence without pay.
- (e) Except as limited in (a), (b) and (c) above, an employee whose salary falls between the minimum and the maximum of the salary range shall receive length of service increases along the salary scale on the following basis:
 - (i) All regular employees hired prior to the signing of this Agreement will retain their previously established length of service date, unless promoted as per item (iii) below.
 - (ii) **New** employees, hired subsequent to the signing of this Agreement, will have their length of service increase date for their entry job determined by reference to their date of hire.
 - (iii) Any regular employees who receive a promotion subsequent to the signing of this Agreement, will receive a salary adjustment in accordance with Section 7.05, and will have their length of service date adjusted to reflect their date of promotion.
- (f) An employee will progress along the salary scale at one year intervals until he/she reaches the maximum of the salary range.

Length of service increase dates will be adjusted to reflect **leave without pay, whenever such leave exceeds three (3) months** except for maternity leave.

An employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which the employee's salary falls. No employee shall receive a length of service increase which would place him/her above the maximum of the salary range.

An employee who is promoted from one salary group to another will receive an increase of five percent (**5%**) for each salary group of promotion after first determining a pro-rata adjustment to their old salary based on the accrued time since the last length of service increase in conjunction with the point when a length of service increase would have occurred. Thereafter progression along the new salary scale will be at twelve (**12**) month intervals. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range.

- (g) An employee who transfers between non-office jobs, or from a non-office job rate to a job grouped salary scale, or conversely, and where no increase in salary is involved, will receive his/her first length-of-service increase in his/her new job on the same date as he/she would have been entitled to receive a length-of-service increase had he/she remained in his/her former job.

The length-of-service increase will be the appropriate dollar increment based on the new salary scale. Thereafter he/she will progress on the dates applicable to his/her position on the new salary scale.

- (h) Time worked continuously on different jobs having the same job group shall be cumulative.
- (i) An employee whose job is reclassified to a higher salary group as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Subsection 7.05(a) and will continue to receive his/her length-of-service increases on the new job on the same date as he/she would have received them had he/she been on the lower job. Employees who were at a maximum on the lower job will receive their first length-of-service increase on the higher job after they have had six (6) months' service on the higher level job.

4.05 First Aid Premium

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

The Authority 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 as per (i) below. When authorized, non-designated employees, who achieve valid certificates, will be provided with a lesser pay allowance.

- (i) Designated Employees (Acting as Industrial First Aid Attendants, or their Back-up, under Workers' Compensation Board Regulations or as specified by the Authority).

Pay Allowance in Addition to Basic Rate

	Wage Employees	Salaried Employees
Level 1	\$.30 per hour	\$ 48.92 per month
Level 2	.75 per hour	122.29 per month
Level 3	.90 per hour	146.75 per month

- (ii) Non-Designated Employees authorized to receive First Aid Allowances

Pay Allowance in Addition to Basic Rate

	Wage Employees	Salaried Employees
Level 1/2 years	\$.21 per hour	\$ 34.24 per month
Level 2/2 years	.24 per hour	39.13 per month

It is understood that the above rates will be increased to be consistent with Company policy in other areas of the Authority's operations whenever such increase occurs.

4.06 Training Premium

In classroom training situations, where an employee who does not have responsibility for conducting training as part of her/his defined job duties is assigned to conduct such training, she/he shall be paid a premium of five percent (5%) of her/his normal hourly rate for all time spent in instruction.

4.07 Second Language Premium

Employees in Customer Information who are regularly required by the Authority to use a language other than English in the performance of their job responsibilities will receive a monthly premium equal to five percent (5%) of their regular monthly salary.

ARTICLE 5

JOB DESCRIPTIONS AND EVALUATIONS

- 5.01 Establishment of Job Evaluation System
- (a) It is the intent of this Article that **all** jobs will be evaluated consistently and equitably relative **to** each other by use of the BC Transit Job Evaluation Manual.
 - (b) Job evaluations and grouping of jobs established under the BC Transit Job Evaluation Plan shall be changed only through application of **that** plan, and related procedures as set out in this Article.
- 5.02 New Job Classifications
A new job classification is defined for the purpose of this section **as:**
- (a) A newly created job classification which has not previously existed, or
 - (b) Any job classification within **a** section, the duties of which have not been performed by an employee within that section during the previous six **(6)** month period. Seasonal jobs, agreed training **jobs** and jobs which **are part of** a hierarchy within a section will not be considered as new job classifications under this definition.
- 5.03 Job Description and Evaluation Procedure
- (a) All bargaining unit employees will be covered by a job description, the title of which will be set out in Appendix A. Appendix A will be updated every six **(6)** months by the Personnel Department, and forwarded to the Union Office.
 - (b) The Union will receive **a** copy of the plan to aid in their reviews and a copy of each job description with its corresponding substantiating data. The Union may contact Personnel to discuss any problems or to **obtain** information related to jobs under review. Jobs may be appealed by the Union if a joint review has been completed and no agreement can be reached **on** the evaluation.
 - (c) All job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible. Minor duties, which are ancillary **to** one or more of the duties defined in the job description, may be omitted from the job description provided such duties are related to those set out in the job description, and provided such duties do not affect the rating of the job.
 - (d) Job descriptions will be written in a clear, concise manner outlining the major duties of the job. The assignment **of** grades will be substantiated by outlining the elements of the duties that establish the grade. The rating of **all** job factors will be done using the factor and level definitions outlined in the Plan.

- (e) Job descriptions will be prepared by the Personnel Department after consultation with the affected employee or a representative group of affected employees and the appropriate Supervisor(s). The affected employee or the representative group of affected employees will initial the final job description indicating that they have participated in the preparation of the job description. Such initiating does not necessarily indicate agreement with the content or evaluation of the job description.
- (f) Existing job descriptions may be changed or revised by the Authority subject to the changes in duties and responsibilities being properly documented into the job description except as outlined in 5.03 (c).
- (g) All job descriptions will be evaluated by the Personnel Department and those job descriptions and evaluations will be provided to the Union Office and the Union Job Evaluation Review Officers. Jobs will not be issued until the new or revised job description has been prepared, evaluated and forwarded to the Review Officer. Job descriptions applicable to each department of the Authority will be available within the department, and a copy of the employee's job description will be provided to the employee on entering the job and on request. A copy of the evaluation of the employee's job description will be provided to the employee on request to the Personnel Department, or Job Evaluation Review Officer.
- (h) If a work leader position evaluates at the same level **as** the jobs to which it is providing direction, the Authority **will** increase the job content **of** the work leader position **so as to** ensure at least one group differential.

5.04 Job Evaluation Review Officers

- (a) The Parties agree that the Union will appoint four **(4)** Job Evaluation Review Officers. Employees of the Authority who are appointed by the Union to serve as Job Evaluation Review Officers on an "as required" basis will be granted leave to perform these duties. The Authority will pay the salary and expenses for the time spent on Authority approved training, reviewing and/or appealing job evaluation disputes under this Article by employees appointed as Job Review Officers.
- (b) The primary responsibility of the Job Evaluation Review Officers will be to ensure that job descriptions accurately describe job duties and responsibilities, are evaluated fairly and equitably relative to each other under the Job Evaluation Plan, and to process appeals under Section 5.07.
- (c) The Union Job Evaluation Review Officer may meet with Personnel to review changes in duties and/or responsibilities in existing jobs which may have occurred.

5.05 Job Evaluation Review Procedure

(a) Step One

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

The Manager, Personnel or his designate, will respond to and/or meet with the incumbent to resolve the review within thirty (30) working days of such referral.

(b) Step Two

Should such review not be resolved within sixty (60) working days of receipt by the Personnel Department, it will be forwarded through the Manager, Personnel for resolution through the Job Evaluation Appeal process.

5.06 Standing Arbitrator

The Parties agree to employ and share all costs of the named individual, chosen for his/her expertise in job evaluation, to act as a Standing Arbitrator whose responsibility is to resolve appeals under Section 5.07 through the application of the Authority's Job Evaluation Plan.

5.07 Job Evaluation Appeal

In the event that the **Job** Evaluation Review Process is unable to resolve the appeal it will be referred by the Manager, Personnel or his designate to the Standing Arbitrator for final resolution within twenty (20) working days.

In such instances, Job Evaluation Review Officers will submit their findings, (i.e., joint or independent evaluation) to the Standing Arbitrator with copies to the Union and the Manager, Personnel. The Arbitrator shall proceed **as** soon as practical to resolve the appeal by investigating the dispute, consulting with the Union and the Authority and applying the Authority's Job Evaluation Plan. This will include a hearing on the issues and may include an on-the-job review by the Arbitrator if required. The Arbitrator's decision will be final and binding on the Parties.

The Arbitrator will address only those factor ratings which are in dispute or factors related thereto.

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

In the event an employee initiates an appeal within twenty (20) working days following **a** review by the Authority, and the employee is successful in receiving an upgrouping, the effective date of such upgrouping shall be the date on which the review was initiated.

ARTICLE 6

SENIORITY

- 6.01 All employees of the Authority as of 6 November, 1985 shall have their accumulated seniority as total continuous elapsed time as an employee of the Authority and its predecessors in a job category under O.P.E.I.U. jurisdiction.
- All employees hired subsequent to 6 November, 1985 shall have their seniority begin with the last date of hire for unbroken service with the Authority in a job category under O.P.E.I.U. jurisdiction.
- 6.02 No credit shall be given for terms of temporary work except as provided in (a), (b) and (c) below:
- (a) Full-time temporary employees who obtain regular status shall have their seniority dated from their last Authority entered service date as full-time temporary employees.
 - (b) Casual employees who obtain regular status will be granted seniority based on all hours worked (excluding overtime) for the 12 month period immediately prior to the date on which they obtain regular status.
 - (c) When two or more Full-Time Temporary employees are being considered for a vacancy posted pursuant to Section 7.11 of this Collective Agreement, Sub-Section 7.11(d) will apply to these employees and they will be considered to have seniority dated from their last Authority service date as a full-time temporary employee for the sole purpose of filling these postings.
- 6.03 Part-time regular employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by W.C.B.
- For the purposes of converting seniority from hours to years for part-time regular employees **only**, regular hours worked will be multiplied by 1.0652.
- 6.04 An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.
- Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall retain accumulated seniority as defined in Section 6.01, as of the date of exclusion, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the union bargaining unit for a period of one (1) year from the date that the employee is required to withdraw from the Union under this provision.
- 6.05 (a) Military leave of absence, leave of absence on OPEIU business or leave of absence to act as a full-time official or representative of the Union shall not be considered as a break of seniority.

- (b) An employee granted a leave of absence for any reason other than those covered in (a) above will accumulate seniority during the duration of such absence provided they maintain their membership in the OPEIU.
- 6.06
- (a) An employee who is on the recall list shall retain his/her past seniority plus continue to accrue seniority while on that list.
 - (b) Seniority accrued while on the recall list will not be considered in determining Authority service.
- 6.07
- Where a job classification previously excluded from the bargaining unit becomes included in the bargaining unit, the incumbent employee(s) in such a job classification will be granted accumulated seniority for the period during which they worked in the affected job classification immediately prior to that classification being included in the bargaining unit. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first twelve (12) calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first six (6) calendar months from the date of entry.

ARTICLE 7

EMPLOYMENT, TRANSFER AND TERMINATION

7.01 New Employees

All new employees entering the Authority in jobs under the Union's jurisdiction are to be considered as probationary for a period of up to 489 hours actually worked excluding overtime. This period may be extended for up to an additional 489 hours actually worked (excluding overtime) by mutual agreement between the Authority and the Union. ~~The~~ Employer ~~will~~ endeavour to advise the probationary employee of any performance deficiencies throughout the probationary period. A week before the expiry of the period, the Supervisor will conduct a performance rating of the employee and either confirm the appointment or terminate the employee. Notwithstanding the previous sentence a Supervisor may terminate the employee any time during the probationary period where the Supervisor determines that such employee is unsatisfactory. This would be subject to the grievance procedure.

7.02 Hiring Rates

- (a) Employees, including those from other unions within the Authority, are to be hired at the minimum rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including the one-year step, but such rates must be determined by the department head in consultation with the Manager, Personnel. Higher starting rates than the one-year step may be paid in exceptional cases with the approval of the Manager, Personnel provided agreement is reached with the Union. ~~Such~~ agreement will not be unreasonably withheld.
- (b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he is employed, his salary will be determined as ~~though~~ he were a new hire, except that consideration will be given to his experience, as set out in the previous paragraph.

7.03 Employee Listing

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

7.04 Promotions, Demotions and Transfers

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step ~~of~~ the old job.

- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which in the case of Subsection 7.06(b) lasts for more than **two (2)** consecutive working days and in the case of Subsections 7.06(a) and 7.06(b) is for six (6) months or less.
- (e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- (f) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.
- (g) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- (h) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Section 4.02.

7.05 Permanent Promotions

- (a) When an employee is promoted he/she will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group he/she shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job group, he/she shall receive such maximum.
- (b) When an employee is promoted from one floor-rated job to another floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is promoted from a floor-rated job to a non-floor-rated job he/she will receive an increase on his/her base rate in accordance with (a) above. Further, where the employee's old floor rate is higher than his/her new base rate he/she will be red-circled at his/her old floor rate.

- (c) When an employee is promoted from a position he/she has taken under the provisions of Subsections 7.08(b) or (c) the following salary policy will apply:

- (i) If the employee has been on the lower grouped job more than one (1) year he/she shall be promoted in accordance with 7.05(a) above.
- (ii) If the employee has been on the lower group job less than one (1) year and is promoted to the same group he/she held prior to demotion, he/she will receive the salary he/she would have achieved had the employee remained on that higher job group level.
- (iii) If the employee is promoted to a job group higher than that he/she held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of 7.05(c) (ii) and then the provisions of 7.05(a).

7.06 Temporary Promotion

- (a) Should an employee be temporarily promoted to a higher level position he/she shall be paid on the higher job at the higher rate. In such event the employee's salary will be adjusted from the commencement of such relief period in accordance with (c), below.
- (b) Should an employee be temporarily promoted to a supervisory or non-bargaining unit position the promotional increase shall be in effect if the period of temporary promotion exceeds two (2) consecutive working days.
- (c) If a temporary promotion is three (3) groups or less above the employee's current level his/her promotional increase will be determined by Subsection 7.05(a) above. If a temporary promotion is four (4) groups or more above his/her current level the Personnel Department will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period but the minimum increase will be three (3) groups.
- (d) A statutory holiday shall be considered a working day in determining a promotion
- (e) A temporarily promoted employee is not eligible for automatic increases on the higher job group, unless the temporary promotion is renewed and thus exceeds six (6) months in duration. However, an employee temporarily on a higher group job shall receive the benefit of automatic salary increases which he/she would have received on the lower group job. Increases in salary awarded for temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which the employee returns to his/her regular job shall include any automatic increases that would otherwise have come to him during the period of transfer. An employee who is temporarily promoted under the foregoing provision shall, if eligible for a length-of-service increase on his/her regular job, have his/her salary increased by applying the provisions of 7.05(a).

(f) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

(g) Temporary Transit Instructors

The Parties agree that Temporary Transit Instructors shall have each period of temporary promotion accumulated for the purposes of determining their eligibility for a length of service increase.

7.07 Lateral Transfers

When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job he/she will retain his/her old base rate. Further, where the employee's old floor rate is lower than his/her new floor rate he/she will receive the new floor rate; but where the employee's old floor rate is higher than his/her new floor rate he/she will be red-circled at his/her old floor rate.

When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job he/she will retain his/her old base rate and be red-circled on his/her old floor rate.

7.08 Demotions

(a) Employees may be required to temporarily perform work normally performed by employees in lower grouped jobs provided such employees suffer no reduction in salary. It is the intent of this clause that the Authority will not assign such work in a discriminatory manner.

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

If the employee has a year or more of service in the higher grouped job, upon demotion he/she will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum he will be reduced to the maximum of the lower group. If the employee has less than one (1) year's service in the higher-grouped job, upon demotion his/her salary will be that which he/she would have attained had he moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

(c) Any employee whose position is reclassified to a lower pay level for reasons not directly ascribable to the employee for example because of re-evaluation, re-organization, or redundancy due to change in methods, will retain his/her salary and horizons on a blue-circle basis under the following conditions:

instance preference shall be given to members of Local 378' in accordance with this Article.

- (f) Although selection ~~of~~ employees under the foregoing paragr. shall rest with the Authority such selection shall be subject to the grievance procedure.
- (g) The Authority will provide the Union with copies of applications for OPEIU job bulletins upon request to the local Personnel Offices.

7.12 Temporary Vacancies

- (a) Temporary vacancies in full-time regular positions of over three (3) months in duration will be posted in accordance with Section 7.11. Such vacancies will be filled on the basis of the selection criteria outlined in Subsection 7.11(d).

An applicant may be chosen from another department provided that applicant's Supervisor approves the temporary transfer. Said employee shall have a vested right to return to his/her regular position at the conclusion of the period of the temporary transfer. The withholding of such approval must be based on legitimate departmental requirements.

- (b) It is the intent of the Parties that temporary vacancies in full-time regular positions involving vacation relief or a duration of less than three (3) months be filled, subject to the requirements of the department, in accordance with Subsection 7.11(d) from those employees currently employed in the department in which the vacancy occurs, and who are available and capable ~~of~~ doing the work.
- (c) Any vacancy that is created by an employee moving to fill a temporary vacancy may be filled by the Authority without posting. Notwithstanding the above, BC Transit will consider filling such ensuing vacancies by the use of current employees prior ~~to~~ hiring from outside.
- (d) Where a regular employee desires to fill a temporary position which is not a temporary vacancy in a full-time regular position, that employee shall retain all rights and benefits of a regular employee including all rights to their regular position.

7.13 Where an employee has been selected to fill another position, the Supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Manager, Personnel. Notwithstanding the above, if after six (6) weeks from date of notification the employee has not moved to his/her new job because of a delay ascribable to the Authority, ~~he/she~~ will be paid as if ~~he/she~~ were in the new position. The Authority will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Authority re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

ARTICLE 8

LAYOFF AND RECALL

- 8.01 (a) If a [eduction of regular employees is necessary due to insufficient work, for reasons beyond the control of the Authority, (including budgetary restraints), the Authority shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied. The basic principle in applying layoff to any regular employee shall be last hired, first laid off provided the retained employee can perform the job.
- (b) Not less than ten (10) working days written notice (twenty (20) working days for employees with five (5) years of service or more) will be given to affected employees before the scheduled reduction takes place. If the written notice is not given, pay in lieu will be provided.
- (c) The Authority will endeavor to place regular employees so affected in other vacant positions within the Division or Authority for which, in the opinion of the Authority, they are qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days.

In such cases the Union agrees to waive the requirement to bulletin. Where placement in an equal level job in the employee's Regional Transit Service Area is made available to an employee the employee shall not have any bumping rights under this Article, provided that the placement would not require payment of moving expenses as outlined in Article 17.

8.02 A regular employee who is subject to layoff, and not eligible for placement under 8.01(c), may elect to exercise his/her bumping rights, in the Regional Transit Service Area where the employee is currently employed on the following basis:

- (a) An employee with less seniority in the same job classification, or failing that, either:
- (b) (i) An employee with less seniority in a job which the employee subject to layoff held as a regular employee, or
- (ii) bumping is also allowed to an equal or lower group that the displaced employee has not previously held but which, in the opinion of the Authority, the employee is qualified or will be qualified within a reasonable period of training and orientation. Such period of orientation is not to exceed thirty (30) working days. If after thirty (30) working days the bump is unsuccessful the employee may choose a second bumping subject to the above criteria. If the second bump is also unsuccessful after thirty (30) working days, the employee shall be placed on the recall list and will fall under the provisions of

Article 8.06. This type of bumping is limited to the Service Area in which the employee is currently employed.

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

8.03 Severance Pay

- (a) Any regular employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Section 8.02 will be laid off with severance pay as follows:
 - 6 consecutive months of service - 2 weeks' regular earnings
 - 3 consecutive years of service - 3 weeks' regular earnings
 - Thereafter - one week's pay for each additional year of service
- (b) An employee who is eligible to receive severance pay in accordance with a) above may elect to:
 - (i) Take a lump sum payment equivalent to the full amount of his/her severance pay entitlement.
 - (ii) Defer payment of his/her severance pay entitlement until any time during his/her layoff and recall period or until his/her layoff and recall period expires.
 - (iii) Terminate and receive severance pay.
- (c) A regular employee who receives severance pay, if he/she is recalled from layoff, will be required to refund one (1) week's severance pay for each two (2) months of employment until severance pay received in excess of period of layoff is fully refunded.

8.04

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

8.05

A regular employee who accepts another job under this Article shall have the right to reinstatement of his/her former position or one substantially derived from it, if such becomes available within two (2) years from the date of accepting the position. The job, in such instances, will **not** be posted and the employee shall receive the salary he/she would have attained assuming he/she had not transferred to the position.

- 8.06 (a) Laid-off employees shall be placed on an employment office recall list for a period of two (2) years. Recall to the job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on). Employees on the recall list will also have the right to apply for all bulletined jobs, and with the same preference they would have received if they had not been laid off. In any event they shall be considered for any vacancy which may arise in the Company provided the individual reaffirms his/her availability at three (3) month intervals with the Manager, Personnel.
- (b) New employees will not be hired until employees on the recall list who have the prerequisite education and experience or equivalent to perform the job are recalled in their order of seniority.
- (c) Should there not be any employee on the recall list eligible for recall under (a) and (b) above, the Authority may hire from outside the bargaining unit.
- (d) Employees who are recalled will be given a salary on rehire which is equivalent to the salary they would have received assuming they had not been laid-off, except that such salary will not be below the minimum or above the maximum of the salary range.
- (e) Notice of recall will be sent by registered mail to the last known address of all employees on the recall list who are eligible for recall under 8.06 (b). Such employees will have seven (7) calendar days from the date the letter is registered in which to respond and report to work, with employees being rehired in order of their seniority. **An** employee must respond to recall to a lower level job, but may decline such and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.
- (f) An employee on layoff who fails to respond and report to work on recall to a job of a continuing nature of equal or higher salary grade than that job from which he/she was laid off at the same headquarters shall have his/her name removed from the recall list. Notwithstanding the foregoing, an employee who fails to respond to a notice of recall and to report for work within the aforementioned time frame may remain on the recall list and not be deemed terminated, provided the employee supplies a reasonable explanation for not responding and reporting for work as outlined above. However, the employee shall have no right to return to the job for which the recall notice was issued.

- (g) Employees on layoff will keep the Authority informed of their current address for recall. Should an employee change his/her address during the period of layoff, he/she will inform the Authority of such change by registered mail.

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

8.08 Automation & New Procedure

- (a) The Authority will provide the Union with as much notice as possible prior to introducing automation, new equipment or new methods or procedures, which might result in the displacement or downgrouping of regular employees.

- (b) Regular employees becoming redundant due to automation, new equipment or new procedures shall be eligible for the following:

- (1) Training

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

- (2) Placement

The Authority will attempt to place employees affected by the changes above, and for whom training under (i) or (ii) above is not possible, in other vacant positions within the Authority which the employee is capable of filling with training provided in (a) (iii) above.

- (3) Bumping

A regular employee affected by this Article and who cannot be trained or placed as provided for in (a) and/or (b) above, may bump in accordance with Section 8.02.

- (4) Salary Treatment

Regular employees affected by this Article who are placed in lower level positions shall receive salary treatment under Subsection 7.08(c).

- (c) Regular employees who are unable, or refuse to bump under Subsections 8.02(a) and (b) shall be laid-off in accordance with the provisions of Article 8.

ARTICLE 9

DISCIPLINE AND DISMISSAL

9.01 **Just Cause**

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

9.02 **Union Representation**

An employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

9.03 **Notice**

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken (including an outline of the reason(s) and circumstance(s) leading to the action), or alternatively, provide the aforementioned notice within two (2) days of any disciplinary action taken. The Union office will receive a copy of this written notice.

9.04 **Right of Appeal**

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any dismissal or discipline involving any employee.

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ARTICLE 10

WORKING HOURS

10.01 Work Day and Week

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Working hours will be the equivalent of thirty-five (35) hours per week. Employees will continue to work a normal week of five (5) x seven and one-half (7 1/2) hour days and shall receive seventeen (17) days a year Reduced Work Week Leave (RWWL).
- (b) RWWL days will be scheduled to allow employees one (1) full day off in each of the seventeen (17) bi-weekly (pay) periods which do not contain statutory holidays, but in no event, except where subject to 10.01 (g) below, will an employee be scheduled off less than seventeen (17) days per calendar year in service. RWWL days may only be scheduled off for a period of less than one full day where such leave is taken as leave of absence under Subsection 19.01(b) and Section 19.03.
- (c) Definitions
 - "Standard" means the condition specified in the Agreement, which will be used as the default, failing mutual agreement.
 - "Authorized Variation" means a range of alternatives specified in the Agreement, within which range a Supervisor and an employee or group of employees may agree to vary from the standard.
- (d) Standard and authorized variations will be as follows.
 - (i) Starting time - Standard 08:00
Authorized Variation 06:00 - 10:30
 - (ii) Lunch break - Standard - per current local practice
Authorized Variation - one-half (1/2) hour or one (1) hour.
A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift. The Authority agrees to supply beverages at an economic price where cafeteria services are available.
 - (iii) Work Week - Standard - Monday through Friday
Authorized Variation - Monday through Saturday in Cafeteria, I.T. (Information Technology) division and the Pay Department; this list may be amended by agreement of the Parties.

- (iv) Application - Standard - To be taken in the pay of RWWL period **in which** earned, but shall not conflict with essential departmental requirements.

Authorized Variation - **May** be deferred or rescheduled up to a maximum of fifteen (15) **days**, beyond 15 days **must** be taken off*, however, any deferred days may be used for: (a) sick leave supplement, (b) pay-off **on** termination, (c) to cover for leaves of absence pursuant to Subsection 19.01(b) and Section 19.03 pay-off under exceptional circumstances by agreement of the Parties, at rates of pay current at the time of pay-off.

* This requirement is not "Subject to Departmental Requirements",

- (e) Prescheduling to be for twelve (12) week periods, or multiples thereof, with sign-up **at least** two (2) weeks in advance; may be varied by local mutual agreement. Union to consider sign-up criteria.
- (f) RWWL will apply only to full-time regular employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular employees in service during that period.

Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of 1/9 (one-ninth) of that period's RWWL allowance for each day worked during that period.

An equivalent percentage payment of RWWL will apply to non-full-time regular employees in accordance with Section 1.07 of the Agreement.

- (g) Employees on leave of absence without pay for a pay period will not earn their leave for that pay period. Employees absent **as** a result of sickness or injury for a period in excess of 30 continuous days will not earn their leave for **the** period they are absent in excess of 30 days.

ARTICLE 11

SHIFT WORK AND NOM-STANDARD HOURS

11.01 Shift Work

Jobs which cannot be accommodated by authorized variation and which are required to be scheduled on a shift basis because of the requirements of the Authority's operation are listed below. This list is subject to change.

Existing positions may also be added to this list by mutual agreement between the Authority and the Union.

Shift Job List

Cafeteria Work Leader	Maintenance Clerk (Lower Mainland)
Cook	Security Guard
Computer Operator	Security Inspector
Data Entry Operator	Short Order Cook
Depot Clerk	Stockroom Clerk
Depot Office Work Leader	Traffic Checker
Kitchen Assistant	Customer Information Clerk
Dispatch Coordinator	Customer Information Work Leader
Farebox Attendant	Transit Constable
Farebox Receipts Attendant	

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

(a) Working Hours

- (i) The hours **of** work of all shift employees shall be the equivalent of thirty-five (35) hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the thirty-five (35) hour week.
- (ii) RWWL days will be scheduled in conjunction with days off to allow shift employees one (1) full day off in each three (3) week period excluding the last week of the calendar year.

(b) Work ~~Day~~

Any consecutive seven and one half (7 1/2) hours of work, exclusive of lunch period, in a calendar day.

(c) Work Week

Any consecutive five (5) days of work out of seven (7) consecutive calendar days. The remaining two (2) days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Work Year

An employee who does **not** receive 104 days off (excluding RWWL days, **AV** and statutory holidays) in a calendar year, will have the day(s) scheduled no later than March 31st of the following year. Days off worked at overtime rates will be considered as days off for the purpose of this Subsection.

(e) Lunch Periods

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

(f) **Rest Period**

A fifteen (15) minute period of rest shall be permitted in the first and second half of a shift,

11.03 Sunday Premium

Employees who are regularly scheduled to work on Sundays shall be paid at time and one-half (1 1/2) for all hours of their regularly scheduled work on those days. This payment will not apply to hours for which overtime rates are paid.

11.04 Shift Premiums

For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows;

Shift workers shall be paid a shift premium equal to \$1.45 per hour for all hours of a specific shift that fall outside the day shift.

11.05 Sign-ups

A majority of any group of shift workers may elect to have a sign-up on a length of service basis to establish choice of shifts and days off to a maximum of four (4) sign-ups per calendar year.

For the purpose of this Section only, length of service will be defined as the length of continuous service during which the employee has been a regular employee within the group of shift workers that have elected to have a sign-up.

Part-time regular shift workers shall sign for part-time shifts on a separate sign-up schedule.

Sign-ups may be more frequent by mutual agreement, provided that the period of sign-up shall be a multiple of three (3) week cycles.

Traffic checkers sign-up will be conducted in accordance with Memorandum of Understanding #10.

11.06 Traffic Checkers and Security Inspectors

Traffic Checkers and Security Inspectors may be scheduled to work straight shifts or broken shifts. Where they work broken shifts the hours required to complete a shift shall be no greater than eleven and one-quarter (11 1/4), and they may be scheduled to work seven (7) hours but shall be paid for a seven and one-half (7 1/2) hour day. In the event they are scheduled to work over seven (7) hours, they shall receive overtime rates for such work. In any event when broken shifts are required they will commence no earlier than 06:00 and end no later than 18:30. In addition where the hours required to complete a shift exceed ten (10), one and one-half (1 1/2) hours shall be placed in a time-off bank, to be taken off at a time mutually agreed upon with his Supervisor.

11.07 Notice for Relief

To provide coverage for unscheduled leaves of absence due to sickness, accidents, leaves granted under Articles 19 etc., the Authority may request an employee to temporarily change his shift or work overtime.

When shift employees' shifts are changed, thirty-six (36) hours notice will be provided prior to the commencement of the new shift and the following will apply:

- (a) Shift Change
 - (i) Shifts commencing outside the 36 hours, no penalty.
 - (ii) Any shift commenced inside the 36 hours notice (notice to be confirmed in writing) will be paid at overtime rates.
- (b) Overtime will be paid as defined in (i) below or modified overtime as defined in (ii) below.
 - (i) An employee who works their signed shift as well as a portion of an absent employee's signed shift will be paid overtime for all hours in excess of 7.5 hours.
 - (ii) In the 7.5 hours worked any that coincide with the employee's signed shift will be paid at straight time. All hours worked that fall outside the employee's signed shift will be paid at overtime rates.

ARTICLE 12

OVERTIME, CALL-OUT, STANDBY AND TELEPHONE CONSULTATION

12.01 Overtime Payments

It is the intent of the Authority to distribute overtime, wherever possible, in an equitable manner to employees available and able to perform the work. First consideration shall be given to employees within the job category.

It is agreed that for the purposes of overtime distribution only, Depot Clerks (group 6) and Dispatch Coordinators (group 7) at the Oakridge Depot shall be considered one job category.

One and one-half (1 1/2) times an employee's base rate will be paid for hours worked in excess of seven and one-half (7 1/2) hours in a work day except that two (2) times an employee's base rate will be paid for:

- (a) All hours in excess of eight and one-half (8 1/2) hours worked in a work day. **When an employee is required by the Authority to work during the employee's unpaid meal period, that period will be paid at double time.**
- (b) All hours in excess of seven and one-half (7 1/2) hours worked in a work day where an employee works overtime both before and after his scheduled shift on that day.
- (c) All work on an employee's scheduled days off **up to nine (9) hours 200%, from nine (9) hours to ten and one-half (10 1/2) hours 225%, for ten and one-half (10 1/2) hours and thereafter 300%.**
- (d) All overtime worked between the hours of 00.00 and his normal starting time.
- (e) Employees who work overtime may transfer to an overtime leave bank up to 100% of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of seventy-five (75) hours in a calendar year. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor up to the maximum of seventy-five (75) hours taken in any calendar year. Any time remaining in an employee's overtime bank at the end of a calendar 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 his/her bank to the seventy-five (75) hour maximum in the subsequent calendar year.

(For example, an employee carrying over fifteen (15) hours to a subsequent year will only be permitted to bank up to an additional sixty (60) hours during that subsequent year.)

- (f) An employee may request to have the total amount in their overtime bank paid out at any time in which case they will be paid out at a rate at which the overtime was earned. An employee who receives such a cash withdrawal will be permitted to bank further overtime in the calendar year in which the cash withdrawal was received. Cash withdrawals will be permitted up to a maximum of two (2) times per year.

Overtime will not be paid for hours worked in excess of seven and one-half (7 1/2) hours in a work day where such excess hours worked are the result of a change in an employee's signed up shift schedule.

12.02 Overtime, Travel Time Payments and Meal Intermissions

- (a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, travelling time will not apply.
- (b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no travelling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates (See 12.06).
- (d) Where an employee is required to work less than two (2) hours beyond his/her regular shift, a one-half (1/2) hour unpaid meal period will be allowed.

An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the Authority will provide either a meal or a meal allowance:

- (i) where the actual overtime worked, exclusive of any meal period, is two (2) hours or longer before or after the regular day or shift;
- (ii) where the actual overtime worked, exclusive of any meal period is four (4) hours or longer before or after a regular day or shift, an additional meal period shall be granted. For each additional four (4) hours thereafter another meal period shall be granted;
- (iii) where an employee misses a paid meal period to which he/she is entitled he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (iv) Meal allowances shall be:

Breakfast	\$11.00
Lunch	\$11.00
Dinner	\$11.00

- (e) Where work is prescheduled for normal days off and employees have been notified on the previous working day the employer will not be required to provide lunch or pay for meal time if taken provided that overtime does not exceed 7 1/2 hours per day.
- (f) An employee who has worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.
- (g) Where an employee is required to work unscheduled overtime, the Authority will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
 1. Provided that normal means of transportation is not available.
 2. Where employees are Parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her Supervisor during his/her scheduled shift that he/she will be required to continue working beyond his/her scheduled quitting time.
- (h) Each employee shall have at least eight (8) consecutive hours free from work between each shift worked

12.03 Reporting at Non-Regular Centre

If an employee is required to report for his/her regular day's work at a centre other than his/her regular work location, travelling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the employee to travel to and from his/her regular headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances.

12.04 Minimum Paid Periods

If an employee is required to remain at his/her work place to work overtime, he/she will be paid for a minimum of one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher

quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if he/she is required to perform overtime work at another location, a two (2) hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on his/her scheduled day off will be paid for a minimum of four (4) hours at overtime rates, but will not be paid for time spent in travelling to and from his/her normal work location.

12.05 Standby Duty and Telephone Consultation

(a) Standby Duty (IT Division, Scheduling Department, Fire Prevention and Safety Department)

An employee scheduled on standby, whether or not he/she carries a pocket pager, will be paid two (2) hours at straight-time for the twenty-four (24) hour period commencing daily at 08:00 Monday to Thursday, inclusive, three (3) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 Friday and four (4) hours at straight-time for the twenty-four (24) hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

Where possible, standby will be signed up on a voluntary basis with schedules posted at least ninety-six (96) hours in advance. Should an employee be given less than ninety-six (96) hours' notice of standby duty, he/she will be under no compulsion to accept such duty.

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

(b) Telephone Consultation

Where an employee is consulted by a Supervisor or his/her delegate by telephone outside of his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- (i) Pay per telephone consultation equivalent to one-half (1/2) hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one (1) hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in (ii) below.
- (ii) If a second or successive telephone consultation takes place within one-half (1/2) hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (i) above.
- (iii) The telephone consultation premium will not be paid when an employee is on standby duty.

12.06 Call-Out Provisions

(a) Minimum Compensation

An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two (2) hours beginning at the time he/she leaves his/her residence. One-half (1/2) hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply. The overtime provisions set out in **12.01(c)** will apply for any hours exceeding seven and one-half (**7 1/2**) hours worked on an employee's scheduled days off.

(b) Meals

Where an employee is called in and works four (4) hours overtime, he/she will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates and the Authority will provide either a meal or a meal allowance per Article 12.02 d(iv).

(c) Rest Interval After Overtime

(i) An employee who **has** worked overtime shall return to work, after eight (8) hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work he/she shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate.

(ii) However, if the employee's overtime finished at or before eight (8) hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to ~~work~~ by the ~~mid-point~~ of his/her regular shift in order to qualify for full pay for his/her regular shift.

(iii) An employee who is called in and reports to work before the expiration of his/her eight (8) hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

(iv) Notwithstanding (i), (ii) & (iii) above, a call-out occurring within a period of four (4) hours prior to the commencement of his/her regular working day or shift will nevertheless require an employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

ARTICLE 13 .

VACATIONS

13.01 Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

13.02 Year-of-Hire Vacation Entitlement

Employees hired between 01-01 and 05-31 inclusive and who complete six (6) months' continuous service in the calendar year of hire may take five (5) days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

13.03 Annual Vacation Entitlements

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

(a) Employees who terminate prior to their first anniversary date will receive vacation pay at ~~the~~ rate of 6% of gross earnings less any pay actually received for vacation taken.

(b) Vacation Entitlements

In the calendar year of

*1st	-	7th anniversary	-	3 weeks
8th	-	15th anniversary	-	4 weeks
16th	-	22nd anniversary	-	5 weeks
23rd and later anniversary				6 weeks

*

An employee shall not take a vacation in his/her first anniversary year until he/she has completed six (6) months' continuous service.

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) vacation days has been reached.

13.04 Payment of Vacations

(a) (i) Current vacation will be paid based upon the greater of either:

(a) an, employee's rate of pay at the time the vacation is taken or,

(b) **depending upon** his/her vacation entitlements, the rate of 6%, 8%, 10%, 12%, etc. of his/her previous year's earnings. The percentage rate applicable to any individual day of vacation entitlement is .4% per day.

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

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

- (ii) Deferred and Banked vacation will be paid at the employee's rate of pay at the time the vacation is taken and will not attract any A/V differential over and above that already paid in the year that the vacation was earned.
- (b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
- (c) IPEC employees who transferred to the Authority 1973-10-01 or later and who had been in service with IPEC prior to 1967, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.
- (d) An employee hired in 1972 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date. IPEC employees who transferred to the Authority 1973-10-01 or later and who had been hired by IPEC in 1967 or later, upon termination of service, will receive final vacation pay prorated to their anniversary date.

13.05 Past Service Credits

All employees entering the Authority service on 1985-11-06 who had service with BC Transit, MTOC or their predecessors will receive credit for existing service in the determination of vacation entitlement. All employees entering service with the Authority after 1985-11-06 will receive credit for all past service with the Authority (including BCT, MTOC service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their vacation entitlements after completing one (1) full calendar year after re-entry.

13.06 Broken Vacations

Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

13.07 Banking Vacations

- (a) Employees with three (3) weeks' vacation entitlement and five (5) years or more of service will be permitted to bank up to one (1) week of vacation and take it in the following year or later.
- (b) Employees with four (4) weeks' vacation entitlement will be permitted to bank up to one (1) week of vacation and take it the following year or later.
- (c) Employees with five (5) weeks' vacation entitlement will be permitted to bank up to two (2) weeks of vacation to be taken in the following year or later.
- (d) Maximum banks permitted at any one time:
 - three (3) weeks' vacation entitlement: one (1) week.
 - four (4) weeks' or more vacation entitlement: twelve (12) weeks.
 - five (5) weeks' or more vacation entitlement - fifteen (15) weeks.

13.08 Statutory Holidays During Vacations and Leave of Absence

An employee will be granted one (1) extra day's vacation with pay for each statutory or the Authority-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding ten (10) working days.

13.09 Relieving on Higher-Grouped Job

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

13.10 Proration of Annual Vacation Entitlement

- (a) Absences due to sick leave, income continuance, or workers' compensation injury.

Annual vacation entitlement **will** not be reduced for absences due to the above reasons **unless** an employee who is absent for a period exceeding two (2) years for the above reason(s) is deemed totally disabled and does **not** return to work, except **as** provided below.

In the year an employee resumes employment after an absence due to the above reasons 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 absences in the year of return.

- (b) Absences other than sick leave, income continuance, WCB, maternity leave and annual vacation. Where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

13.11 Vacation and Sick Leave

- (a) A vacation shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation period. If an employee is absent from work on sick leave or WCB immediately preceding the commencement of a period of vacation, then the vacation will be rescheduled on request if departmental requirements permit. Such rescheduling will only be permitted to those times as were available to that employee at the time he/she originally scheduled his/her vacation. In order to qualify for such rescheduling the employee must make his/her request within two (2) working days after the date on which his/her vacation was scheduled to commence. Employees who fail to request rescheduling within the two day period outlined above will be deemed to be on vacation during the entire scheduled period.

Where an employee's request for rescheduling is deemed by the Authority not to be practical, the vacation will be deemed to be deferred and may be taken, subject to departmental requirements, prior to March 31 of the following year, or, failing the taking of such vacation, the employee shall receive pay in lieu of the vacation in addition to any sickness leave allowances or Workers Compensation Benefits.

In order to request rescheduling of vacation under this provision, the employee must present a medical certificate on the appropriate form (M-186), covering the applicable period, and confirming that the employee would have been physically unable to perform his/her assigned duties.

- (b) Any employee compelled to attend an inquest or court on a subpoena requested or procured by Authority officials, while the employee is on annual vacation or banked time off, will be allowed one day off in lieu for each day on which the employee is required to be in attendance, during his/her vacation or banked time provided.
 - (i) any fees received for such attendance are turned over to the Authority, and;
 - (ii) such time will be normally taken immediately following the scheduled time off or annual vacation time during which the attendance is required, except that it may be deferred subject to the mutual agreement of the employee and his/her Supervisor.

ARTICLE 14

STATUTORY HOLIDAYS

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

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

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

14.02 Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for up to eleven (11) days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls and, subject to departmental requirements, in conjunction with scheduled days off in that pay period. Department Managers, at their discretion, may permit the banking of some or all of such statutory holidays which will be taken off at a time mutually agreed upon by the employee and Supervisor.

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

14.04 An employee will receive statutory holiday pay equivalent to a normal day's time at basic straight-time rates to a maximum of seven and one-half (7 1/2) hours for each statutory holiday (or any day in lieu thereof granted under 14.03 above) provided that on the working day immediately before and on the working day immediately following the holiday he/she was at work, or on sick leave (excluding an income continuance period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding ten (10) working days. In applying this Clause, it is understood that under no circumstances will the Statutory Holiday entitlement be reduced for employees who are required to bank their statutory holidays (e.g. depot clerks).

14.05 In addition to the provisions of Section 14.04 all time worked on statutory holidays shall be paid at double time rates, except as provided in Section 14.06.

14.06 Shift workers as listed in Section 11.01 who are required to work on statutory holidays as their regular work day shall be paid at time and one-half (1 1/2) for those days. Shift workers will be paid at 200% for all hours worked on a Statutory Holiday which falls on a Sunday or on Christmas Day.

- 14.07 Shift workers who work on scheduled days off in lieu of statutory holidays shall receive 200% and shall not be entitled to another day off in lieu thereof. This payment will not apply to hours for which overtime rates are paid.
- 14.08 Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in 14.03 above shall be notified by the Authority of such requirement to work not less than fourteen (14) days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in 14.03 above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event of notification by the Authority of less than fourteen (14) days prior thereto, an employee works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

ARTICLE 15

SICK LEAVE ALLOWANCES

15.01 Current Sick Leave Allowances

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

- (a) In the year of joining no paid sick leave will be granted during the first three (3) months of service but at the end of three (3) months' service, the employee will have a paid sick leave allowance of three (3) days set up which will be effective retroactive to the employee's entered service date. The employee will have this increased by one (1) day for each additional Month of service to a maximum of five (5) days.
- (b) In the calendar year in which the first anniversary occurs ten (10) days
- (c) Thereafter at the commencement of each year five (5) additional days will be set up for each year of service to a maximum of one hundred (100) days.

Vacation relief employees will not be granted paid sick leave during the first four (4) months of service, but at the end of four (4) continuous months of service will have a paid sick leave allowance of four (4) days set up. This will be increased by one (1) additional day following the fifth continuous month of service.

15.02 Sick Leave Extending Into the New Year

Where sickness extends into a new calendar year, the amount of sick leave at full pay in the new year, for that illness, shall be the balance of what was left from the previous year's allowance. When this is exhausted the employee will be on sick leave of absence without pay until going on income continuance. On return to duty in the new calendar year, the employee will become eligible, in the case of another period of illness, to the sick leave allotment set up on 01-01 of that year as determined by his/her length of service.

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

15.04 Past Service Credits

All employees entering the Authority's service on 1985-11-06 who have had service with BC Transit, MTOC or any of their predecessors, will receive credit for existing service in the determination of credits for sick leave. All employees re-entering service with the Authority after 1985-11-06 will receive credit for

past service with the Authority (including MTOC and BC Transit service for employees transferred on 1985-11-06) and/or for all past service with their predecessor companies in positions which were dedicated to the transit functions in determining their credits for sick leave after completing three (3) years of service.

15.05 Medical Certificate Requirement

- (a) If an absence due to sickness exceeds five (5) working days, a medical certificate on **the** prescribed form (Form M-186) may be required. If an employee is involved in frequent short-term absences (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form (Form M-186) may be required, for the next absence. An employee on leave of absence for sickness must continue **to** be available in the vicinity of his/her work area unless a medical certificate **has** been furnished to provide otherwise. The Authority will pay any physician's charges levied for the completion of the prescribed form (M-186).
- (b) If an absence due to sickness exceeds thirty (30) continuous calendar days, and failing a medical examination being conducted by the employee's physician prior to return to work, the Authority may require such an examination.

15.06 Sick Leave Recovery

An employee may use sick leave entitlements for time lost through accidental injuries, other than WCB claims. Should an employee who is in receipt of paid sick leave benefits **as a result of** accidental injuries **be** successful in a claim for damages against a third party **as a result of** accidental injuries, and should that settlement include monies for **lost** wages, the Authority is to be reimbursed the full amount of **all** sick leave benefits if not more than those received **as a result of** the absence from work. Upon receipt of such monies the Authority will credit the employee with the number of sick days equivalent thereto.

ARTICLE 16

CLOTHING ALLOWANCES

16.01 The Authority will provide uniforms and other items of clothing, as specified, to employees engaged in the occupations listed below. Where rainwear is specified, cold weather clothing shall be substituted on proof of need.

(a) Cafeteria Employees

The Authority will provide protective clothing for use on the job where reasonable need is shown and where the nature of the work results in excessive wear, damage, or soiling of clothing.

White, non-slip safety shoes designed for the food industry shall be provided to all cafeteria employees, with replacement on-proof of need.

(b) Depot Clerks (handling fareboxes) - Victoria

two (2) pairs of trousers upon hire and thereafter on proof of need.
rainwear on proof of need.

(c) Farebox Attendants (Oakridge)

The Authority will continue the current practice of providing and cleaning coveralls.

(d) Farebox Receipts Attendant

The Authority will continue the current practice of providing and cleaning coveralls.

(e) Mail Truck Drivers

Upon hire

a uniform consisting of a jacket and two (2) pairs of trousers with replacement on proof of need;
on presentation of a cash receipt, reimbursement for cleaning and necessary repairs to uniforms.

(f) Traffic Checkers

Upon hire one (1) winterized jacket, with replacement on proof of need
annual overshoe allowance of \$45.00.
suitable rainwear on proof of need.
flashlight and batteries on proof of need.

(g) Instructors

Upon hire two (2) jackets, one (1) pea jacket, two (2) trousers, three(3) shirts, three (3) ties, and either (1) sweater or one (1) vest and thereafter with replacement on proof of need.

(h) Fire Prevention

one (1) set rain gear as required
one (1) pair of rubber boots, safety toed, as required
coveralls or shirt and pants as required
one (1) winter coat as required

16.02 Employees who are issued uniforms shall receive the same cleaning allowance that is paid to the transit operators.

16.03 Safety Shoes

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

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

16.05 It is understood that where safety shoes are not required and an employee receives a shoe allowance, such an allowance is granted because a considerable proportion of the time worked is spent in walking and the overall care of employees' feet (i.e. health and protection) shall be the prime consideration in purchasing footwear suitable for the job.

The following guidelines shall be considered in determining suitable footwear:

- (a) Footwear should be made of leather or other equally firm material
- (b) The soles and heels of such footwear should be of a material that will not create a danger of slipping.
- (c) Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

ARTICLE,17

TRANSPORTATION AND MOVING ALLOWANCE

- 17.01 (a) Where an employee uses his/her personal vehicle on the Authority business, with the approval of the Authority, he/she shall receive 35 cents per kilometer for all distance travelled on Authority business.

All claims must be reported in kilometres for the calculation of the reimbursement. To convert miles to kilometres multiply by 1.6 (e.g. 100 miles = 160 kilometres).

- (b) It is each employee's responsibility to ensure that his/her vehicle is properly insured for business usage where such usage exceeds the maximum allowable under non-business insurance coverage. Any additional cost of insurance incurred by an employee, beyond the cost of insuring his/her vehicle for "to and from work", will be reimbursed by the Authority on proof of expense.

17.02 Payment of Moving Expenses

The following provisions regarding moving expenses shall apply only to regular employees moving between Regional Transit Service Areas (i.e., from Greater Vancouver to Victoria and vice versa), where such moves are as the result of the employee being the successful applicant to fill a permanent vacancy in a full time regular bulletined job, and involves a promotion to Group 4 or above.

- (a) The Authority will bear the cost of moving expenses as outlined below provided that:
- (i) The **employee** must be moving from, and to, a full-time regular position which constitutes a promotion to Group 4 or above; and
 - (ii) The employee must actually incur a change in residence from one Regional Transit Service Area to another; and
 - (iii) The employee **must initiate** the move to the new residence within three (3) **months** of commencing the job in the new Regional Transit Service Area; and
 - (iv) The employee must submit a claim for all moving expenses, including supporting documentation, within twelve (12) **months** of the commencement **of** the job in the new Regional Transit Service Area, unless a longer period is agreed to in writing by the appropriate Personnel Department representative.
- (b) Moving expenses are defined as:
- (i) Real estate commission and legal fees on the sale of the employee's home;

- (ii) Legal fees and taxes related to the purchase of a new home.
 - (iii) Travel expenses, including meal and normal living expenses, for the entire family via car and ferry. If an employee's own car is used, standard mileage rates will prevail.
 - (iv) Reasonable travel between locales while settling, with prior approval of the receiving Personnel Department.
 - (v) Reasonable costs of moving personal and household effects of the employee and family, including adequate insurance and storage up to two (2) calendar months. The receiving Personnel Department will review with the employee the inclusion/exclusion of special items;
 - (vi) Receipted incidental expenses up to \$400 including connection of Hydro, telephone, gas and appliances (cable vision connection charges are only allowable if previous residence had cable vision facilities); telephone calls; cleaning and vacating expenses; alteration of drapes;
 - (vii) Temporary accommodation while settling into the new location for a period of up to thirty (30) days, excluding meals. Under exceptional circumstances this may be extended with the approval of the appropriate Personnel Department.
- (c) These moving allowance provisions will only apply where the job to which the employee is moving is of an equal or higher level than the employee's present job and where the employee has more than five (5) years service and has not been moved at the Authority's expense within the previous five (5) years. These conditions contained in this Subsection (c) will not apply for an employee whose move is required at the sole discretion of BC Transit
- (d) Where an employee is granted a transfer between Regional Transit Service Areas for compassionate reasons, the matter will be discussed with the Union, and the Authority at its sole discretion may pay all or part of the employee's moving expenses.

17.03 Employees on Travel Status

- (a) The term "travel status" in respect of an employee means absence of the employee from his designated headquarters or work location on Authority business within the Province of British Columbia and with the approval of the Authority, but travel status does not apply to an employee assigned to a location within the boundaries of the Regional Transit Service Area in which he/she is headquartered.

- (b) The provisions of Sections 17.03 through 17.07 apply only to employees on **travel status**. While **an employee is on travel status**, where the provisions of this Article are in conflict with the provisions of any other Article of this Collective Agreement, the provisions of this Article shall prevail. ¹
- (c) The itinerary and the mode of travel used by an employee is subject to the approval of the employee's Supervisor. Where, upon request of the employee, use of **his** private vehicle is approved by the Authority, the employee **shall** be paid a travel allowance as defined below based on the least time required to travel to his/her daily destination(s) by scheduled air flights or bus service, as applicable. Under these circumstance! a mileage allowance as specified in Section 17.01 will be paid for the use of an employee's private vehicle, provided such allowance does not exceed the amount that would have been paid by the Authority for the most efficient mode of public transportation as determined by BC Transit.

17.04 Travel Allowance

Travel Allowance is defined as a straight time allowance, based on the employee's basic rate, for actual time spent in travelling between destinations including waiting time at airports or other transportation terminals, which will be paid to employees on travel **status**. Time spent in travel shall not be considered as time worked, except in those circumstances as outlined in section 17.05 below. Where circumstances beyond the employee's control make it impossible for an employee to leave a location to which he has travelled, the employee will be paid travel allowance to a maximum of 7 1/2 hours per day for time spent waiting to leave that location.

17.05 Hours of Work

The regular hours of work for employees on travel status shall be 7 1/2 hours per day and 37 1/2 hours per week. The scheduling of hours of work will be based on the requirements of the travel status assignment.

Where **an** employee both travels and works on a single day and the employee has actually worked less than 7 1/2 hours during that day, the portion of travel time required to bring that employee's time worked up to 7 1/2 hours in that day will be considered time worked. Notwithstanding the previous sentence, any travel time in excess of 4 1/2 hours on a day in which the employee actually performs work will be considered time worked,

17.06 Overtime on Travel Status

- (a) Overtime will be paid for time worked in excess of 7 1/2 hours in a day and 37 1/2 hours in a week as specified elsewhere in the Collective Agreement.
- (b) Overtime will not be paid to employees travelling to or attending courses, conferences and seminars that can be considered as broadening the employee's scope.

17.07 Travel Expenses

- (a) Receipted out-of-pocket expenses incurred by an employee **on** travel status shall be reimbursed as follows:
 - (i) airline, ferry, taxi, bus and/or train fares; automobile rental fees; public transportation will be **at** economy class and automobile rentals will be compact cars without air conditioning. Prior approval from the employee's Supervisor is required for all travel arrangements before reimbursement will be made.
 - (ii) public accommodation tariff not exceeding \$65.00 per day unless otherwise approved by the Authority; and
 - (iii) incidental expenses such as fees for parking, telephone, laundry and valet services.
- (b) Meal allowances to a maximum of \$40.00 per day shall be paid without receipts on the following basis:
 - Breakfast \$10.00
 - Lunch \$10.00
 - Dinner \$20.00
- (c) A mileage allowance of 35 cents per kilometer shall be paid to an employee using his/her private vehicle to travel from his/her residence to the determined public transportation mode terminal and from that terminal to his/her residence.

17.08 One Person Rooms

If an employee **who** is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, **such** request **will** be granted provided accommodation is available at the time.

ARTICLE 18

SAFETY REQUIREMENTS

18.01 Working Practices

It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.

No employee shall undertake any work which he/she deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the Loss Prevention Department (Accident Prevention & Security Department in Victoria).

18.02 The Authority and the Union agree to establish joint Management/Union Health and Safety Committees as provided for in the Workers' Compensation Act and Regulations

18.03 Video Display Terminals

(a) When a majority of an employee's daily work time requires monitoring video display terminals which use cathode ray tubes, such an employee shall have an eye examination by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance.

(b) (1) Pregnant employees shall have the option to discontinue monitoring video display terminals which use cathode ray tubes.

(2) When a pregnant employee chooses not to monitor such video display terminals and if other work that the employee is able to perform at the same or lower job group is available within the Authority and within her Regional Transit Service Area, she shall be temporarily appointed to such work. Salary treatment will be administered in accordance with the conditions of Subsection 7.08(b).

(3) Where a work assignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(c) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens wherever possible;

(2) meet radiation emission standards established by the Ministry of Labour;

- (3) ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are met.

ARTICLE 19

LEAVES OF ABSENCE

19.01 Leave of Absence

- (a) Subject to operational requirements employees who have completed three (3) or more years of service with the Authority may apply for and where practical, receive a leave of absence without pay to be taken in unbroken sequence. Such leave of absence will not exceed the following total limits for any calendar year:

<u>Employee's Length of Service</u>	<u>Maximum Total Length of Leave in a Calendar Year</u>
3-5 years	1 month
More than 5 years	3 months

Notwithstanding the above, where an employee has more than three (3) years service, the Authority will consider granting a leave of absence without pay for a Period of up to eight (8) months for the purpose of attending full time at a recognized post secondary educational institution.

- (b) Employees shall, wherever possible, schedule medical and dental appointments at times and dates during which they are not scheduled to work. Where it is not possible for an employee to schedule such appointments in the above mentioned manner, the employee will have such leave deducted from any banked time (except banked Annual Vacation and banked Statutory Holidays) that is available to that employee. In deducting such banked time, the overtime bank will be debited first, followed by deferred RWWL days. Where an employee is unable to schedule such appointments on a day off and has no banked time entitlement, such appointments will not result in any leave being deducted from their sick leave or their pay for periods of two hours or less. Appointments beyond two (2) hours will result in the excess over two (2) hours being deducted from sick leave or from pay if paid sick leave is exhausted.

It is agreed that leave for medical and dental appointments will only be permitted subject to operational requirements except in those cases where it is not possible for the employee to reschedule a medical or dental appointment that conflicts with operational requirements.

19.02 Bereavement Leave

- (a) Bereavement leave of absence of up to five (5) days with pay shall be granted an employee in the event of a death of a spouse (including common-law and same sex), child, mother or father, and up to three (3) days of such leave with pay in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Authority may at its discretion grant further bereavement leave, contingent on the circumstances.

- (b) If an employee is on annual vacation or banked statutory holidays at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his/her vacation entitlement.

19.03 Special Leave

Any employee will be entitled to one (1) day's leave for legitimate and unavoidable personal reasons which include but shall not be limited to:

- serious household or domestic emergency.
- attend funeral as pall-bearer or mourner.
- attend his formal hearing to become a Canadian citizen.
- moving household furniture and effects when it is not possible to move on a scheduled day off, or to reschedule an RWWL day.
- full period of any quarantine.
- leave for Canadian Armed Forces (Reserve) training camps.

Where an employee has banked time available, such leave will be deducted from the bank (excluding annual vacation and statutory holiday bank), in the same order as specified in Subsection 19.01(b). Where an employee does not have banked time the day will be deemed to be an RWWL day even if it has not been earned and the employee will then be required to forfeit the next earned RWWL day.

As well, leave of absence for other legitimate personal reasons acceptable to the Authority may be granted.

19.04 Court Leave

When a regular employee, other than employees on Leave of Absence without pay, is summoned to jury duty, jury selection, subpoenaed as a witness, or representing the Authority in his/her official capacity, Leave of Absence with pay will be granted. Where court action is occasioned by the employee's private affairs, Leave of Absence without pay may be granted.

19.05 Educational Leave

An employee who writes a final examination during regularly scheduled working hours for an individual course approved by the Authority will be given that day off as leave of absence with pay. The foregoing shall apply where an employee writes a final examination for a course not approved by the Authority, except that in this case the leave shall be granted without pay. The granting of such leave is subject to departmental requirements and will not be unreasonably denied by the Authority.

19.06 Maternity Leave

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

- (b) In order to be eligible for a leave of absence, a pregnant employee shall **have** a medical certificate (Form R-3/88) **completed** by her physician and sent to the Occupational Health Nurse as soon as the condition **is** known.
- (c) Employees will notify the Authority 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 Authority 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 may on the recommendation of her physician in consultation with the Occupational Health Nurse, commence her leave of absence immediately.
- (d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) Should the employee suffer mental or physical illness as a result of childbirth she may upon presenting to the Authority a medical report from her physician apply to the Authority for an extension of the eighteen (18) weeks of leave of absence to a date recommended by the physician. In such cases, the employee may be eligible for sick leave benefits and shall be entitled to use any of her unused sick leave credits for the period, up to the return date recommended by the physician, provided the employee applies for and receives sick **leave and/or income continuance** benefits, and the absence is **supported by a medical certificate.**
- (f) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Authority shall, on the employee's request and on receipt of a medical certificate stating that the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period the employee requests.
- (g) **Where an employee has been granted maternity leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Authority 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.
- (h) Employees desiring to return to regular employment following maternity leave shall notify the Authority at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

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

- (i) On return from maternity leave, the employee will be reinstated in her former position and receive the same 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.
- (j) The Authority will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or maternity leave unless the employee is absent for a period exceeding the permitted leave.
- (k) When an employee on maternity leave fails to notify the Authority of her desire to return to work in accordance with (h) above, or when an employee fails to return to work after giving notice, the employee's Supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - (i) promotion of another employee from within the department or;
 - (ii) changing the status of the temporary employee who relieved the employee on maternity leave.
- (l) An employee who terminates by not returning to work, in accordance with this Article may obtain the right to apply for job bulletins.

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

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

19.07 Parental Leave

Parental leave will be granted to a mother or father, without pay, for a period of 12 consecutive weeks or a shorter period the employee requests, commencing:

- (a) in the case of a natural mother, immediately following the end of the maternity leave taken (up to 18 consecutive weeks) unless the employer and employee agree otherwise;
- (b) in the case of a natural father, following the birth of the new born child and within a 52 week period after the birth date of the new born child; and
- (c) in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.

An employee is entitled to a further leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks if the new born child or adopted child is at least 6 months of age at the time the child comes into the actual care or custody of the mother or father, and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

An employee's combined entitlement to a leave of absence from work under the provisions for Maternity and Parental Leave does not exceed a total of 32 weeks.

The employee will be eligible for continued coverage under the benefit plans with no change in premium sharing.

19.08 Paternity Leave

A male employee shall be granted a leave of absence and shall be compensated at his regular straight-time hourly rate for hours lost from his regular work for two (2) days to attend the birth or adoption of his child and/or to attend the homecoming of the mother and child if either the birth or the homecoming falls on his regular working day.

19.09 Public Office Leave

Leave of absence without pay will be granted to employees who:

- run for elected office in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- are elected to a public office for a maximum period of five (5) years. This time period may be extended by mutual agreement between the Authority and the Union, such extensions shall not be unreasonably denied by either party.

ARTICLE 20

TRAINING

20.01 It is the Authority's general intent to follow a policy of promotion from within. To this end the Authority will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Authority. This assistance may be in the form of financial aid or job rotation training in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 Financial Aid - Training Courses

Employees may apply for financial assistance to undertake a course of outside training. The degree of financial aid assumed by the Authority will depend upon the circumstances involved.

In general, the Authority will provide for three (3) categories of financial aid as follows:

1. Full cost of training borne by the Authority;
2. Half cost of training borne by the Authority;
3. Full cost of training borne by the individual, the Authority advancing a loan without interest.

In any particular instance the line Supervisor in consultation with the Manager, Personnel will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.

20.03 Cases Where Full Cost of Training is Borne by the Authority

This type of assistance will be given only at the direction of management or where management agrees that additional training will be helpful to an individual's present performance and requires approval by the Manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Authority will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

20.04 Cases Where One-Half (1/2) Cost of Training is Borne by The Authority

The Authority will bear one-half (1/2) the cost of training in those cases where management agrees that additional training could be of future use to the employee in working for the Authority or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with respect to consideration for financial assistance. Moreover, at the Authority's

discretion, consideration for assistance may be given only to one (1) or more units of a course, and not necessarily to a course in its entirety.

Application will be made through the Manager, Personnel by the employee's Supervisor and must be approved by him and the Manager of the division.

The Authority will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 50% of the original fee including prescribed textbooks and examination costs.

20.05 Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Authority's business but not necessarily to the employee's normal career within the Authority. Application for a loan will be made to the Manager, Personnel and approved by the manager of the division.

20.06 Loans and Deductions

In all cases where a loan is required, the employee is to provide the first \$25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

20.07 Job Rotation

Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.

It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Authority.

Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.

The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.

Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:

- (a) The purpose of the rotation Program as it applies to the individual.
- (b) The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.
- (c) The period of the assignment, This will normally be six (6) months. There will be a three (3) month and six (6) month evaluation of the employee's performance when his/her progress will be discussed with him/her.

Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for six (6) months or less, renewable for a further six (6) months by agreement with the Union.

The Authority's salary administration policy provides no impediments to a rotation program:

1. An employee moving to a position which is at the same level or lower level than his/her regular position will retain his/her salary and continue to be treated in terms of salary progression on his/her regular job.
2. An employee moving to a position which is at a level higher than his/her regular position will maintain his/her present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply.) Upon return of the applicant to his/her regular job, he/she will return to the salary he/she would have reached had he/she remained on his/her regular job.

20.08 Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.

The Manager, Personnel will assist line organization in working out job rotation projects for training purposes.

ARTICLE 21

BENEFIT PLANS

21.01 Medical Coverage and Extended Health Benefits

- (a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible employees as defined above shall **also** be covered by an Extended Health Care Plan; such a plan to be provided by an approved carrier and shall include Eyeglass Coverage (\$200 per person in a **twelve (12)** month period), Hearing Aid Coverage (\$500 per person **per ear hearing aid** each **5** years), and \$25,000 maximum benefits per person renewable in a **two (2)** year period. Effective January 1, 1989 maximum benefits will be amended to provide a lifetime maximum benefit of \$100,000 per person.
- (c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day **of** the month, or first normal working day in the month, then coverage is effective from **the** first day of that month. Vacation relief employees are covered effective the first day of the month following four **(4)** continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day **of** the fifth month of continuous service.
- (d) Participation in the plans is a condition of employment for **all** new employees as described above; however, employees covered by other **medical plans** may elect not to be covered by the above-noted plans of the Authority.
- (e) Members of the Union who retire **from** the Authority's service on pension and who have completed ten (10) years of service may continue to be covered under the above plans with the Authority paying premiums indicated **in** this section.

Note: The word "month" as used above means "calendar month"

21.02 (a) Group Life Insurance

The Parties agree to continue with the Group Life Insurance program as described herein on a contributory basis. Except for casual employees and employees hired for temporary vacation relief, enrollment is compulsory **for all** employees after three **(3)** months' continuous service. Enrollment for vacation relief employees is compulsory after four **(4)** months' continuous service. Employees who retire from the Authority's service after at least ten (10) years' service will continue with group life insurance during retirement with the premium payable and **the** dividend collectible by the Authority.

Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the original face value in effect prior to retirement until a minimum of \$1,000 is reached. This latter amount shall remain in effect for the remainder of the retired employee's lifetime. Effective January 1, 1989 the provision for disability payout will be eliminated where an employee becomes permanently disabled prior to age 60. Such employees will be provided disability waiver of premium coverage.

(b) Voluntary Group Life Insurance

Benefit = Units of \$10,000 up to a maximum of \$150,000.

Premium = 100% employee paid. Rates can be obtained from the Personnel Benefits Section on request.

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

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

21.03 Dental Plan

All regular employees shall be eligible for coverage under a dental plan which will provide benefits equivalent to those offered by CU & C in Plan A (90% co-insurance), Plan B (70% co-insurance), Plan C (50% co-insurance) with a limit of \$5,000 maximum lifetime benefits per person enrolled in the plan. Enrollment in such plans shall be a condition of employment for all regular employees after three (3) months' continuous service except that employees covered by other dental plans may elect not to be covered by the Authority plan.

21.04 (a) Income Continuance

The Income Continuance Plan as described herein shall remain in effect. Except for casual employees and those hired for temporary vacation relief, enrollment in the plan is compulsory for all employees after three (3) months' continuous service. Enrollment for vacation relief employees is compulsory after four (4) months' continuous service. The Plan pays benefits at 50% basic earnings at the onset of disability through sickness or accident except that the first thirty (30) days of disability are covered by available sick leave credits. The premium costs for this plan will be 100% paid by the employees.

(b) Income Continuance Benefits

- (i) Sick Leave supplement to Income Continuance Benefits: Until an employee's sick leave is exhausted, the Authority will pay on regular pay days a supplement of 30% of normal straight-time earnings during the period which the employee is drawing income continuance payments.

(ii) **The Authority will continue to pay 100% of an employee's benefit plan premium while he/she is on income continuance.**

(c) **Workers' Compensation Board Supplement**

Employees on Workers' Compensation will have Workers' Compensation Board (W.C.B.) payments supplemented by the Authority, so that the employee will receive a total amount equal to his/her regular straight time wage rate times seven and one-half (7 1/2) hours less one-tenth (1/10) of his/her bi-weekly regular deductions for each day the employee receives compensation from the WCB. The supplement shall be payable not later than the pay day for the pay period following receipt of compensation.

(d) **Workers' Compensation Advance**

Employees on Workers' Compensation will be paid an advance equal to their base hours (i.e. seven and one-half (7 1/2) hours in the case of most employees in OPEIU jurisdiction) times their hourly rate times seventy-five percent (75%) for each day the employees are off on Workers' Compensation. The advance will be paid on their regular pay cheques. If the WCB reassesses the employee's wage loss compensation, the Authority will change the amount of the advance accordingly.

Payments from the WCB will then be paid directly to the Authority. An employee whose WCB claim is denied may be eligible for benefits under the Sick Leave and Income Continuance provisions of this agreement. If so, he/she may repay the advance from these benefits. If the advance is not fully covered by the aforementioned benefits, the difference will be recovered from the employee's pay. Upon termination, any outstanding WCB advance will be recovered from the employee's final pay.

21.05 An employee on leave of absence without pay, for reasons other than sick leave or maternity leave, for a period of fifteen (15) days or more in any calendar month is required to pay the whole cost of welfare plans as outlined in Sections 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

The Authority employees who are on leave of absence in accordance with Section 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all the Authority benefit plans, on condition that the Authority's share of the cost of such plans is borne either by the Union or by the employee.

21.06 (a) The premium costs and dividends, where applicable, for the above plans outlined in Sections 21.01, 21.02 (a) and 21.03 above shall be paid for 100% by the Authority.

(b) Enrollment in all Benefit Plans will be effective from the first day of the pay period immediately following the completion of the qualifying period, if any.

(c) Further details on these plans are provided in the Employees' Benefits Booklet and the Personnel Department.

21.07 Unemployment Insurance

Unemployment Insurance coverage **will** be provided (the Authority paying the employer's contribution) during the life of this Agreement for employees who **would**, if employed by a private employer, be eligible for such coverage under the provisions of the Unemployment Insurance Act.

ARTICLE 22

TRANSIT PASS

- 22.01 All of the Authority's employees who are members of the OPÉIU, except casual employees shall be entitled to a yearly transit pass. In addition, one free pass will be issued to a spouse or child.
- 22.02 Casual employees shall be reimbursed for local journeys on the Authority's urban transit system between the employee's home and the employee's work location, or provided with a transit pass at the Authority's discretion.
- 22.03 Retired employees with **two (2) or more** years of service will receive a bus pass for areas where the Authority operates an urban transit system. Such passes will be automatically issued to employees who are resident in areas where the Authority operates an urban transit system and will be provided upon request to those who do not.
- 22.04 An employee shall surrender his/her pass upon termination of employment.
- 22.05 All employees who meet the medical requirements for using the HandyDART service will have their bus passes recognized for that service where it is available.

ARTICLE 23

PERSONAL RIGHTS

23.01 Harassment

BC Transit and the OPEIU 378 are committed to ensure that all employees have the right to work in an environment free from harassment from other employees. The Parties have a responsibility for understanding what harassment is, its ramifications and ensuring that the workplace is harassment free in accordance with BC Transit's Prevention of Workplace Harassment Policy. The Parties recognize that policy may be subject to change following consultation with OPEIU 378. In the alternative, an employee who alleges that he/she has been subjected to harassment may file a grievance pursuant to Article 3.00 of this Agreement.

23.02 Discrimination

Subject to the provisions of this Agreement, neither the Union nor the Authority in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status or sexual orientation.

23.03 Electronic Monitoring

(a) Notice of Monitoring

The Authority agrees to provide the Union with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Authority further agrees to advise employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

(b) Performance Monitoring

In situations where the existence of employee performance difficulties is evident, such that closer monitoring is required, the employee will be advised that such monitoring is to occur.

(c) Monitoring Guidelines

The Authority will not install monitoring equipment for reasons not related to the Authority's business. The Authority will advise employees of the location of equipment which is installed on a permanent basis for reasons of security.

23.04 Personal Duties not Required

The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.

23.05 Employee Indemnity

The Authority shall indemnify and hold harmless all OPEIU employee(s) from any civil actions, civil claims, and any damages, costs and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Authority, provided however that the employee(s) shall not be indemnified for:

- (a) punitive or aggravated damages;
- (b) the cost of legal representation arising from grievances under the collective agreement; or
- (c) acts or omissions which did not arise in the normal course of their employment with the Authority; or
- (d) acts or omissions which amount to Willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Authority policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence; or
- (e) any legal costs which are not covered by Clause 23.06.

23.06 Legal Representation

In situations covered by the indemnity set out in Clause 23.05 above, the Authority shall be responsible for all costs associated with the defence of any employee(s) in the following manner:

- (a) Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Authority and, subject to the terms set out in this Clause 23.06, all reasonable legal costs incurred shall be borne by the Authority from the date an application is made by any affected employee(s) in accordance with Sub-Clause 23.06(b) below.
- (b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Authority, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Authority.
- (c) The Authority shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Authority. The Authority shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-clause 23.06(c).
- (d) The Authority shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
- (e) Where, in any action arising out of, or from the same or directly related incident, there are two or more employees named as defendants, the Authority may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of all those employees.

- (f) If the Authority is also named as a defendant in any civil action, the Authority may limit the right to legal representation under this Clause 23.06 by requiring that one solicitor be retained to represent the interests of the Authority and all the affected employee(s).
- (g) If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Authority, or as between the interests of two or more employee(s), the Authority shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Authority will not seek recovery of any costs incurred by them prior to any employee(s) being notified of the conflict of interest.
- (h) If, at any time, the Authority has reasonable grounds to believe that:
 - (i) the employee(s)' acts or omissions were not in the course of normal employment; or
 - (ii) the employee(s)' acted in bad faith; or
 - (iii) the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of lawful order, or gross negligence;
 the Authority shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Authority will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Clause 23.05 or Clause 23.06 shall be interpreted as limiting the Authority's right to discipline any OPEIU employee under the terms and conditions of the collective agreement.

ARTICLE 24

EMPLOYEE PERSONNEL FILES

24.01 Personnel Files

- (a) An Employee is entitled to examine her/his **own** personnel file upon request to the appropriate Human Resources Department.
- (b) No letter of reprimand, or negative comment, will be entered on the Employee's file without the employee's knowledge.
- (c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (d) Letters of discipline/warning/poor performance will be removed from an employee's personnel file two (2) years from the date on such material provided that during this two (2) year period the employee is not disciplined or warned as the result of a similar matter to that which gave rise to the original letter.

24.02 Performance Assessments

- (a) The Authority will implement and maintain a performance assessment and development program designed to assist Supervisors/Managers in the training and development of OPEIU staff. These forms **will** be destroyed when replaced by the following year's form upon request of the employee.

If an employee has not received a performance assessment within a period of fifteen (15) consecutive months, she/he may request one from her/his Supervisor. If after thirty (30) days she/he has not received the requested assessment, she/he may have the last performance assessment removed from her/his file.
- (b) Where it is determined **that** an employee's performance is less than fully adequate the Supervisor will immediately advise the employee and indicate on the performance assessment the date(s) that the notification took place.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the _____ day of _____, 1996.

BC TRANSIT:

OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL
UNION, LOCAL 378:

Blair Trousdell
President & Chief Executive Officer

Ron Tuckwood
President

Barry Corbett
Vice-president, Human Resources

A.C.W. Hobbis
Business Representative
Chief Spokesperson,
Barg. Committee

Denis Clements
Vice-president, Operations

Andy Ross
Executive Director

Michael S. Madill
Labour Relations Advisor
Chief Spokesperson, Barg. Committee

Anne-Marie Almasch
Executive Councillor

Robin Nichols
Manager, Financial Planning

Ray Manning
Executive Councillor

Rob Clarke
Division Manager, Victoria
Finance & Administration

Patricia Letendre
Job Steward

Tom Yang
Director, Operations Support

Kevin Payne
Job Steward

Jack Eastwood
Manager, Pay Department

Dan Parker
Senior Labour Relations Officer

Debbie Birnie
Benefit Services Supervisor

Lynn Frazer
Labour Relations Assistant

APPENDIX "A"
TRANSIT SECURITY DEPARTMENT

The following items relate specifically to BC Transit's Security Department. If there is a conflict between the provisions contained in this appendix and the provisions of the collective agreement, the provisions of this appendix will prevail.

1. Working Hours - Security Guards

All security guards shall have their hours scheduled in accordance with Section 10.01. However, it is recognized that an eight (8) hour day may be required for certain security guard shifts. A guard working such shift shall be paid for time worked between seven and one-half (7 1/2) hours and eight (8) hours in accordance with Section 12.01.

2. Shift Work and Non-Standard Hours - Security Inspectors

Security Inspectors may be scheduled to work straight shifts or broken shifts. Where they work broken shifts the hours required to complete a shift shall be no greater than eleven and one-quarter (11 1/4), and they may be scheduled to work seven (7) hours but shall be paid for a seven and one-half (7 1/2) hour day. In the event they are scheduled to work over seven (7) hours, they shall receive overtime rates for such work. In any event when broken shifts are required they will commence no earlier than 06:00 and end no later than 18:30. In addition where the hours required to complete a shift exceed ten (10), one and one-half (1 1/2) hours shall be placed in a time-off bank, to be taken off at a time mutually agreed upon with his Supervisor.

3. Clothing Allowances - Uniformed Security Personnel

Upon hire and thereafter with replacement on proof of need,

- one (1) pea coat or patrol jacket
- two (2) pairs of pants
- one (1) cap
- four (4) short sleeve shirts
- one (1) long sleeve sweater
- three (3) ties
- one (1) pair of boots
- one (1) pair of gloves
- one (1) flashlight

In addition, Police Constables, Fare Inspection Officers and Crime Prevention Officers receive:

- one (1) equipment belt
- one (1) pair handcuffs and pouch
- one (1) belt pouch

In addition, Police Constables and Fare Inspection Officers receive:

- one (1) "body armour" vest
- two (2) "body armour" undershirts

TRANSIT SECURITY
LETTER OF AGREEMENT #1
(previously LOA #25)

Special Provincial Constables

The following are BC Transit's draft sections pertaining to the BC Transit Security Department for inclusion in the renewal Collective Agreement between BC Transit and OPEIU Local 378:

1. Definitions

"Department" - means BC Transit Security Services;

"Special Provincial Constable" - means an employee holding an appointment pursuant to Section 9 of the Police Act;

"Citizen Complaint" - means a complaint under Part 9 of the Police Act;

2. Complaints Against Special Provincial Constables

The employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee of the Authority, against any employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, shall be made in writing to the Authority and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall be notified of the complaint and shall receive a copy of the complaint

3. Citizen Complaints

It is understood that complaints of this nature are governed by the procedures set out in Part 9 of the Police Act. The employer undertakes to assist employees who are Special Provincial Constables in complying with these statutory provisions in all cases when the complaint arises from the conduct of the employee in the performance, or attempted performance, in good faith of the duties of that employee as a Special Provincial Constable. It is understood that the employer and the employee must conform to the requirements of the Protocol Agreement between the Complaint Commissioner and BC Transit Security.

TRANSIT SECURITY
LETTER OF AGREEMENT #1

4 Indemnification of Special Provincial Constables

The employer agrees to indemnify and save harmless the Special Provincial Constables of the Department from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee in the performance or attempted performance, in good faith of the duties and obligations as a BC Transit Special Provincial Constable, PROVIDED HOWEVER that the Special Provincial Constable shall not be indemnified for punitive damages, for the cost of legal representation arising from grievances under the Collective Agreement or responding to allegations of breach of the Discipline Code, for the acts or omissions of the Special Provincial Constable which did not arise in the course of, or result from, the execution of the employee's duties and obligations, or for acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, deliberate abuse of police power, or wilful violation of a lawful order. It is understood that the Discipline Code is a requirement of the Ministry of the Attorney General in order to fulfil the accountability requirements set by the Ministry.

5. Provision of Legal Services and Advice

It is understood that "legal costs" shall mean the reasonable cost of legal service and advice necessarily incurred on behalf of the employee. "Reasonable" shall be determined by reference to the account, detailing time and charge, rendered by the solicitor retained by or on behalf of the employee. Such account shall conform to the tariff of fees and disbursements fixed from time to time by the Attorney General of British Columbia and made applicable to the employer, or such other tariff as may be agreed upon by such solicitor and the employer in the advance of the legal costs being incurred.

Legal services and advice shall be made available by the employer to the employee in the following instances:

- (a) An employee who is charged with a criminal or statutory offence arising from acts done in the performance, or attempted performance, in good faith, of the employee's duties shall be paid for legal costs incurred in the defence of such charge. It is understood that the employee shall have the right to select legal counsel in these cases.

TRANSIT SECURITY
LETTER OF AGREEMENT #1

- (b) An employee who is named as a defendant in a civil action in which the plaintiff claims a remedy as a consequence of acts done by the employee in the performance, or attempted performance, in good faith of the employee's duties shall be entitled to legal services and advice from a solicitor appointed by the employer and all legal costs shall be borne by the employer, **PROVIDED THAT** the employer shall have full authority in the conduct of the action including the right to settle the claim of the plaintiff at any time in the manner it deems advisable. It is understood that the employer shall select legal counsel in these cases.

If at any time in the course of the defence of action, the employer or the employee determines that a conflict exists or is likely to arise between their respective defence, then the employee shall be entitled to retain a solicitor.

- (c) An employee whose conduct becomes the subject of a Citizen Complaint arising from acts done in the performance, or attempted performance in good faith of the duties of the employee may be represented in such proceedings by a solicitor and is entitled to be paid by the employer for legal costs thereby incurred.

It is understood that for the purpose of (c) the employee shall have the right to choose legal counsel in these cases.

- (d) In each of the foregoing instances when an employee is entitled to legal representation, or to be paid for legal representation, the legal costs shall include costs incurred in the taking of any appeal recommended by the solicitor retained for the legal services and advice. Should the employee initiate an appeal contrary to the opinion of the solicitor retained and subsequently win the appeal, the employee is entitled to be paid by the employer for legal costs thereby incurred, provided that the employee is entitled to legal representation or to be paid for legal representation as provided in (a), (b) or (c) above.

TRANSIT SECURITY
LETTER OF AGREEMENT #1

- (e) Notwithstanding any other provisions of this section, where two or more employees are charged with an offence, named as defendants in any action, or whose conduct becomes the subject of a Citizen Complaint, arising out of the same, or a directly related incident, the employer may limit their right to legal representation by requiring that one solicitor be retained to represent the interests of all of them, **UNLESS**, the solicitor determines that a conflict exists as between the interests of the employees whose interests are in conflict shall be entitled to separate legal representation. In circumstances where one solicitor is to be retained to represent more than one employee and the employees are unable to agree as to the selection of a solicitor, the matter shall be conclusively settled by a designate of the employer and a designate of the Union; It is understood that legal counsel shall be chosen by the employee(s) in these cases.
- (f) Any employee who intends to apply for legal services and advice in accordance with the provisions of this section shall notify the employer, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, being named a defendant in a civil action, or becoming the subject of a Citizen's action, or becoming the subject of a Citizen's complaint. Failure to comply with this time limitation may result in an employee being denied the right of legal representation at the expense of the employer.

Nothing in this section shall be interpreted as limiting the employer's right to discipline any employee of the Department under the terms and conditions of the Collective Agreement.

6. Indemnification of other employees

The employer agrees to indemnify and save harmless the Fare Inspectors, Crime Prevention Officers (other than those who are Special Provincial Constables) and Security Guards employed by BC Transit from all actions, claims, damages, costs and expenses arising as a direct result of acts done by the employee, while on duty, in the performance or attempted performance, in good faith of the duties of that employee PROVIDED HOWEVER that the employee shall not be indemnified for punitive damages for the cost of legal representation arising from grievances under the Collective Agreement or for the acts or omissions of the employee which did not arise in the course of, or result from, the execution of the employee's duties, or for acts or omissions which amount to wilful neglect, gross dereliction of duty, dishonesty, or wilful violation of a lawful order.

**TRANSIT SECURITY
LETTER OF AGREEMENT #1**

FOR BC TRANSIT:

**L.G. Pante
Manager, Employee Relations**

**C.J. Connaghan
Labour Relations Consultant**

FOR OPEIU:

**S. Watson
Sr. Business Representative**

**A.C.W. Hobbis
Business Representative**

September 17, 1992

TRANSIT SECURITY
LETTER OF AGREEMENT #2

Transit Security Issues

The Parties agree that the issues raised during 1995 Negotiations concerning working conditions for the Transit Security department will be referred to a committee for further discussion. The mandate of the committee will be to meet and discuss the issues listed below with a view to finding mutually acceptable solutions. The committee will not have the power to bind the Parties but will make recommendations for resolution of the issues. The committee will meet within six (6) weeks after ratification of the renewal agreement and will make its recommendations to the Parties no later than February 15, 1996.

The issues to be considered by the Parties are:

Company Proposals LOA #30, LOA Security Dept. - 10 hour shifts
Sign-up, Shift Changes for Training Courses, Shift Changes - balancing
squads,
16.01 (f), 10.02.

Union Proposals Corporal/Constable Security group, Security Section
for all Security issues.

The committee will consist of four (4) representatives from BC Transit
management and four (4) representatives from OPEIU Local 378.

BC TRANSIT:

OFFICE AND PROFESSIONAL
EMPLOYEES'
INTERNATIONAL UNION,
LOCAL 378:

Michael S. Madill
Labour Relations Advisor

A. C. W. Hobbis
Union Representative

Dated September 29, 1995

TRANSIT SECURITY
LETTER OF AGREEMENT #3
(previously LOA #30)

Fare Inspection Officers - 10 Hour Shift

This letter shall be the only reference regarding 10 hour shifts for Fare Inspection Officers unless amended or cancelled at a future date.

This letter shall be applicable to Fare Inspectors only.

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

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

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing January 18, 1993.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- (a) Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- (b) As employees RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of **1826.25** hours shall constitute a work year. Employees may be scheduled to work more, or less, than **1826.25** hours in a specific year. The balance of **1826.25** hours per year shall be achieved over each two year period commencing January 18, 1993, the date of implementation of the 10 hour shift for Fare Inspectors.

Salary

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

To facilitate the Authority working within the existing pay system and the Collective Agreement the following shall apply:

TRANSIT SECURITY
LETTER OF AGREEMENT #3

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.1875} = \text{HOURLY RATE}$$

Overtime

- 1) Overtime shall be paid after ten (10) hours of work in a day at 150% of the employee's hourly rate for the first hour following his/her regularly scheduled shift. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day.
- 2) All time worked on an employee's scheduled days off shall be paid at 200% of his/her hourly rate.

Banked Time

- a) Prior to January 18, 1993 shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b) January 18, 1993 and thereafter shall be credited at actual paid hours and not adjusted as in a) above.

Statutory Holidays

- a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory holiday entitlement.

$$\frac{\text{NO. OF STATUTORY HOLIDAYS PER YEAR TIMES (X) 7 HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hour increments.

- b) Annual entitlement shall be banked for all employees covered by this letter and shall be scheduled off as mutually agreed by an employee and his/her supervisor.
- c) Banked statutory holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying banked statutory holiday entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this letter.

TRANSIT SECURITY
LETTER OF AGREEMENT #3

If through unforeseen circumstances an employee has not used his/her banked statutory holiday entitlement or any portion of it by December 31 in the applicable year of entitlement, it shall be deducted from the total hours worked for the year in which it was earned or scheduled as time off prior to April 16 of the following year.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1st - 7th anniversary	105 hours
8th - 15th anniversary	140 hours
16th - 22nd anniversary	175 hours
23rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty - fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words "followed by deferred RWWL days".

Sign-Up

All sign-ups shall be conducted in accordance with Article 11.05 except as modified below. Commencing the first working day of each year, each employee will sign for

either days or afternoons. Shift start times (day\$ or afternoons) may be adjusted between 05:30 hours and 13:00 hours in the event of an audit requirement or special event. If start times are adjusted, the start times for that work week may not vary more than two (2) hours.

Continuation

This letter shall remain in force as part of the Collective Agreement except as follows:

This letter is subject to cancellation by either the Authority or the Union upon thirty (30) days written notice to the other party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect for the individuals affected by this Letter of Agreement. Further to this, all adjustments relating to the Fare Inspectors shall be reversed to comply with said Collective Agreement.

TRANSIT SECURITY
LETTER OF AGREEMENT #3

FOR THE AUTHORITY:

M. Madill
Labour Relations Advisor

FOR THE UNION:

S. Watson
Senior Business Representative

DATE: January 20, 1993

TRANSIT SECURITY
LETTER OF AGREEMENT #4
(previously LOA #31)

Re: Corporal Position - Length of Service

It is agreed by the Parties that in the event the Corporal position becomes redundant (eliminated) or exempt (non-OPBIU) and the incumbents return to the Constable ranks, "for the purpose of shift sign-up", their length of service shall be calculated to include the length of service as a Constable prior to becoming a Corporal, as well as the length of service in the Corporal position.

This Agreement shall only refer to the circumstances listed above.

FOR THE AUTHORITY:

FOR THE **UNION**:

M. Madill
Labour Relations Advisor

A.C.W. Hobbis
Union Representative

June 29, 1995

TRANSIT SECURITY
LETTER OF AGREEMENT #5
(previously LOA #32)

Security Department - 10 Hour Shift

This Letter of Agreement replaces all other Agreements dated prior to July 12, 1989 on the issue of 10 Hour Shifts and shall be the only reference regarding the matter unless amended or cancelled at a future date.

This Agreement shall be applicable to Mobile Patrol Investigators only.

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

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

Working Hours

Working hours shall be the equivalent of thirty five (35) hours per calendar week over a two (2) year period commencing April 17, 1989.

Work Day

The work day shall be any ten (10) consecutive hours of work, exclusive of lunch periods.

Work Week

- (a) Shall be any four (4) consecutive calendar days of work, followed by the next four (4) consecutive calendar days as scheduled days off.
- (b) An employee's RWWL days are integrated into the four (4) consecutive days off and will no longer be scheduled.

Work Year

A total of 1826.25 hours shall constitute a work year. The balance of 1826.25 per year shall be achieved over each two year period commencing April 17, 1989, (the date of implementation for the 10 hour shifts).

TRANSIT SECURITY
LETTER OF AGREEMENT #5

Salary

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

To facilitate the Authority working within the existing pay system and the Collective Agreement the following shall apply:

Calculation of the hourly rate of pay shall be adjusted by the following formula:

$$\frac{\text{MONTHLY SALARY}}{152.1875} = \text{HOURLY RATE}$$

Overtime

- 1) Overtime shall be paid after ten (10) hours of work in a day at 150% of the employee's hourly rate for the first hour following his/her regularly scheduled shift. Thereafter, all hours shall be paid at 200% of his/her hourly rate for all hours worked on the same day.
- 2) All time worked on an employee's scheduled days off shall be paid at 200% of his/her hourly rate.

Banked Time

- 1) Prior to June 26, 1989.
 - a) Shall be converted to reflect the adjusted hourly rate by the following formula:

$$\frac{\text{TOTAL EXISTING BANKED HOURS}}{1.07143} = \text{CREDITED HOURS IN TIME-OFF BANK}$$

- b) June 26, 1989 and thereafter -

Shall be credited at actual paid hours and not adjusted as in 1. a) above.

Statutory Holidays

- a) To reflect RWWL days being integrated into an employee's scheduled days off, the following formulas shall be used to convert the annual banked statutory Monday entitlement. NUMBER OF STATUTORY HOLIDAYS PER YEAR TIMES (X)

$$\frac{7 \text{ HOURS PER DAY}}{\text{ANNUAL WORK HOURS CREDIT BANKED}}$$

Annual entitlement: 77 hours taken in 10 hour increments.

TRANSIT SECURITY
LETTER OF AGREEMENT #5

- b) Annual entitlement shall be banked for **all** employees covered by this Letter of Agreement, and shall be scheduled off as mutually agreed by an employee and his/her Supervisor.
- c) Banked Statutory Holiday entitlement must be taken as time off during the calendar year in which it is earned. This is acknowledged and agreed to prevent an employee carrying Banked Statutory Holiday Entitlement from one calendar year to the next and thereby affecting the work year definition addressed in this Letter of Agreement.

If through unforeseen circumstances an employee has not used his/her Banked Statutory Holiday Entitlement or any portion of it by December 31 in the applicable year of entitlement, it **shall** be deducted from the total hours worked for the year **in** which it was earned or scheduled as time off prior to April 16 of the next year following.

Vacation Entitlement

One (1) week of annual vacation is equivalent to thirty five (35) hours.

1st - 7th anniversary	105 hours
8th - 15th anniversary	140 hours
16th - 22nd anniversary	175 hours
23rd and later anniversary	210 hours

Employees will be entitled to an additional 7 hours of vacation for each year of service commencing in the calendar year in which the twenty - fifth anniversary occurs, until a total of 245 hours has been reached.

Sick Leave

Sick leave entitlement is converted to hours based on 7.5 hours per day of entitlement. Medical/Dental appointments are subject to Article 19.01(b) save and except the words "followed by deferred RWWL days".

Sign-Up

Commencing the first working day of each year, each employee will sign for either squad A or B.

Four times each year, each employee will sign up for a specific shift (in his/her own squad) for a period not exceeding three months (12 weeks).

This Agreement is subject to cancellation by either the Authority or the Union upon thirty (30) days written notice to the other Party.

In the event that this Letter of Agreement is cancelled by either party, all terms and conditions of the Collective Agreement in force shall be deemed to be in effect. Further to this, **all** adjustments relating to the **Fare** Inspectors shall be reversed to comply with said Collective-Agreement.

FOR THE AUTHORITY:

FOR THE UNION:

R.G. Warren
Labour Relations Supervisor

A.C.W.Hobbis
Union Representative

September 8, 1989

:

APPENDIX "B"

Job Group 2

File Clerk

Job Group 3

Accessible Transit Clerk
Administrative Services Clerk I
Administrative Services Clerk II
Console Attendant
Corporate Receptionist
Customer Information Support Clerk
Data Entry/Accounting Clerk - Vic
Fire Equipment Servicer
Floating Relief Clerk
Mail Clerk
Mail Clerk - Project Services
Mail Truck Driver
Printing Clerk
Security Support - Clerk/Typist

Job Group 4

Accounts Payable Clerk - Project Services
Accounts Receivable Clerk
Clerk - Office Services
Clerk Typist - Project Services
Clerk Typist/Receptionist
Communications & Stationery Clerk
Customer Information Clerk
Customer Information Agent - Vic
Data Entry Operator
Document Control Clerk
Finance Clerk
Fleet & Facilities Clerk - Vic
Lost Property Clerk
Maintenance Clerk
Marketing Clerk
Marketing & P.R. Clerk - Vic
Municipal Systems Clerk - Vic
Operations Centre Clerk
Operations Clerk - Vic
Product Development Clerk
Receptionist - Vic
Receptionist /Clerk Typist - Human Resources

Job Group 4

Receptionist /Clerk Typist • Project Services
Receptionist/Clerk Typist - Security
Relief Clerk
Safety Clerk
Security Guard
Warranty Clerk Typist
Word Processing Operator

Job Group 5

Accident Prevention Clerk
Accident Prevention & Security Clerk - Vic
Accounts Payable Clerk
Accounts Payable Clerk - Vic
Administration Clerk - Vic
Claims Clerk
Clerk Typist - Accessible Transit
Data Entry Wage Clerk
Employment Application Clerk
FareDealer Clerk
Fleet Maintenance Clerk
Forms Analyst
Human Resources Clerk
Inventory Analysis Clerk
Long Range Planning Clerk
Maintenance Administration Clerk
Maintenance Shop Clerk - Vic
Office Services Clerk
Park & Ride Patrol
Planning Clerk • Vic
Project Contracts Clerk
Properties Clerk
Purchasing Assistant
Records Maintenance Clerk
Schedules Clerk
Senior Customer Information Agent - Vic
Shop Clerk - Burnaby Overhaul
Shop Clerk - Facilities Maintenance
Shop Clerk - Fleet Projects
Shop Clerk - Transit Centres
Shop Clerk - Trolley Overhead
Student Engineering Assistant
Student Project Assistant - Facilities
Training Class Coordinator
Treasury Clerk
Vehicle Maintenance Clerk - Vic

Job Group 6

Accident Prevention Office Coord.
Accounting Clerk - Vic
Analysis Clerk
Asset Management Assistant
Budget & Reporting Assistant - Vic
Customer Information Work Leader
Customer Relations Representative
Data Entry Work Leader
Depot Clerk - OTC
Depot Clerk - Various
FareDealer Coordinator
Fire Prevention Technician
Fleet Administration Clerk - Vic
Help Desk Analyst
Lost Property Work Leader
Maintenance Admin. Work Leader
Marketing Assistant
Municipal Systems Accounting Clerk - Vic
Payroll Clerk - Vic
Planning Assistant - Vic
Salary Clerk
Transit Control Clerk
Wage Clerk

Job Group 7

Buyer - Vehicle Maintenance - Vic
Community Liaison Officer
Crime Prevention Officer
Dispatch Coordinator
Employee Activities Coordinator
Fire Prevention Work Leader
Graphics Designer
Graphics Technician
Marketing & P.R. Assistant - Vic
Municipal Systems Budgeting and Planning Assistant - Vic
Operations Services Clerk - Vic
Planning Analyst
Publications & Graphics Coordinator
Publications & Graphics Techn. - Vic
Schedule Publication Technician
Security & Fare Inspection Officer
Senior Accounting Clerk - Vic
Service ~~planning~~ Assistant - Vic

Job Group 8

Accounting Analyst - Vic
Buyer
Claims Examiner
Community Relations Officer
Computer Operator
Court Liaison Officer
Computer Systems Technologist - Vic
Custom Fleet Coordinator - Vic
Drafting Technologist
Engineering Assistant
Fleet Systems Information Analyst
Marketing Officer
Material Control Assistant
Microcomputer Analyst
Purchasing Agent - Vic
Scheduler/Analyst - Vic
Senior Help Desk Analyst
System Support Coordinator
Transit Schedule Analyst
Transportation Demand Management Officer
Wage Payroll Officer

Job Group 9

Accessible Transit Coordinator
Accounting Analyst
Business Analyst
Crime Prevention Work Leader
Depot Work Leader - OTC
Depot Work Leader - Various
Environmental Coordinator
Fleet Inspector - Vic
Micro Computer Analyst
Project Technologist
Security & Fare Inspection Work Leader
Senior Microcomputer Analyst
Special Provincial Constable
Transit Engineering Technician
Transit Planner 1
Transit Planner 1 - Serv. Dept. - Vic
Transit Planner 1 - Vic. Service - Vic
Transit Scheduler

Job Group 10

Applications Planner
Building Services Coordinator
Chief Surveyor

Job Group 10

Data Analyst
Data Base Administrator
Garage Maintenance Planner
Instructor
Maintenance Planning Coordinator
Materials Control Analyst
Network Analyst
Scheduling Systems Coordinator
Senior Business Analyst
Senior Buyer
Senior Transit Scheduler
Training & Security Officer - Vic
Transit Security Corporal
Treasury Analyst

Job Group 11

Occupational Safety & Health Officer - Mtce.
Occupational Safety & Health Officer - Operations

Job Group 12

Chief Instructor

Non Office

Cafeteria Work Leader
Cook
Farebox Attendant
Farebox Receipts Attendant
Farebox Receipts Attendant - Vic
Kitchen Assistant
Short Order Cook
Stockroom Clerk - Vic
Stockroom Work Leader - Vic
Traffic Checker
Traffic Checker - Vic

LETTER OF AGREEMENT #1

Re. Job Evaluation Procedures and

Work Leadership Responsibilities

Effective Date: 1980-10-01

This memorandum sets **out** an understanding reached by BC Transit and Local 378 of the OPEIU relative to job descriptions, the job evaluation system and its administration.

It is agreed that:

1. Prior to writing a job description **or** evaluating a job, a representative of the Job Evaluation Section will discuss **the** job responsibilities with the affected employee and the Supervisor **conceded**. An employee's signature on the job description will only indicate that the **employee** has read and understands the job description.
2. The intent is that job descriptions will describe the job duties and responsibilities as clearly and specifically as possible.
3. The Personnel Department will indicate in some manner on the job description, those duties **or** responsibilities which they consider most significant, and will discuss these with the employee concerned when preparing the job description.
4. The duties and responsibilities set **out** in job descriptions will be those which were included as a part of the job at **the** time the job description was written.
5. When jobs are re-evaluated the Personnel Department will advise the Union briefly, by form, of any factor grading which is reduced.
6. The introduction of a new lower **level** of an existing job classification must be discussed with the Union thirty (30) days before implementation.
7. Jobs listed or agreed **to** be added to **the** non-office job list will not be covered by the Job Evaluation System.
8. Work leadership responsibilities shall be as follows:
 - (a) may perform duties largely similar to those whose work **he/she** directs;
 - (b) may perform duties related to but at a higher level than the work of the subordinates whom **he/she** directs;
 - (c) relieves **the** Supervisor **of** detailed supervision of routine aspects of the work by -
 - (i) ensuring even work flow and consistency of effort;

LETTER OF AGREEMENT #1

- (ii) allocating various phases of work to different individuals within a general framework laid down by the Supervisor;
- (iii) transmitting the Supervisor's instructions to other employees;
- (iv) performing a quality control function in respect to subordinates;
- (v) warning subordinates of unacceptable performance (quality **or** quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance **or** conduct fail **to** improve **as** a result of such warning then the work leader **will** bring the matter to the attention **of the** Supervisor who will take suitable disciplinary action;
- (vi) assists the Supervisor in his responsibilities by providing on-the-job detailed training to employees with respect to the performance of their **job** duties.

F.M. de Moor
Business Representative
Local 378, Office and
Technical Employees Union

R.G. Warren
Labour Relations Officer
BC Transit

1980-10-01

LETTER OF AGREEMENT #2

21 March, 1991

OPEIU Local 378
4740 Imperial Street
Burnaby, BC
V5J 1C2

Attention: Mr. R.G. Donnelly

Dear Mr. Donnelly,

This letter will confirm discussions between the parties during negotiations regarding the provision of the personnel and dues deduction information. The Authority will provide the Union with the following:

Personnel Information

Name; Gender; Social Insurance Number; Home Address; Home Address; Home Telephone Number; Date of Birth; Employment Status (FTR etc); Salary Rate; Salary Effective Date; Job Title; Job Group; Department Number; Date of Hire; Date of Termination and Seniority.

Personnel information will be supplied on a magnetic tape to the Union on a monthly basis except for Seniority which will be supplied semi-annually on a listing.

Dues Deduction Information

Name; Social Insurance Number; Department Number; Monthly dues on Regular Pay; Monthly Actual Regular Earnings; Monthly Overtime Dues; Monthly Overtime Earnings; Total of Monthly Regular and Monthly Overtime Dues combined; Initiation Fees; Assessment Dues; Calendar Year-to-date Total of Regular and Overtime Dues combined.

Dues deduction information will be supplied to the Union on a monthly basis on a magnetic tape and a computer printout.

LETTER OF AGREEMENT #2

In addition to the above information, the Authority will provide monthly:

A list of Department Names

A list of employees in the OPEIU jurisdiction who did not pay any dues and the reason why dues were not deducted; and

A list and corresponding dues deduction information for employees in the ICTU jurisdiction who worked in the OPEIU jurisdiction and therefore paid OPEIU dues.

Yours truly,

L.G. Pante
Manager, Personnel

LETTER OF AGREEMENT #3
(previously LOA #6)

Part-Time Regular Schedules - Article 1.07(b)

Schedules for Part-Time Regular employees will, be governed by the following rules:

1. (a) **With** respect to Article 1.07(b) an assigned regular schedule will be established by BC Transit at the time of hire and will be for a minimum period **of** two (2) weeks.

(b) Within an assigned schedule the days worked and the daily/weekly **hours** may differ.
2. A Supervisor may change an established schedule but must provide two (2) weeks notice **of** any change.
3. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the Supervisor.

R.G. Warren
Labour Relations Officer
BC Transit

F.M. de Moor
Business Representative
Local 378, Office &
Technical Employees Union

1980-10-01
Date

LETTER OF AGREEMENT #4

Day Care Committee

The Authority and the Union agree to participate in a joint child care committee comprised of two representatives each from the Authority and the OPEIU. The Committee's terms of reference **will** be to meet and discuss child-care issues, including but not limited to, access by employees to acceptable child care with the objective of finding mutually acceptable solutions. The Committee **will** not have the power to bind the parties but **will** rather make recommendations for the parties consideration. The Committee's first meeting **will** be held before January 31, 1996 and the committee will meet thereafter at least four **(4)** times per annum.

If the Authority requires an employee **to** be out of the employee's *normal* working locale overnight and such requirement is not a normal occurrence for that employee, the employee **will** be entitled to reimbursement of receipted child care expenses up to \$25.00 per day to a maximum of fifteen **(15)** days per calendar year.

LETTER OF AGREEMENT #5

(previously LOA #10)

Re: Traffic Checkers' Sign-Up

The Traffic Checkers' Sign-up will be for periods of three (3) weeks or longer but must be in multiples of three-week cycles.

The sign-up will be for the Traffic Checkers' choice of regular days off in the sign-up period. The days off available for signing and the length of the sign-up period will be determined by department requirements. This information will be made available approximately two weeks prior to the start of the sign-up period. Traffic Checkers will indicate their preference according to their seniority, by noon on the Tuesday for Greater Vancouver Regional Transit Service Area one week and four days before the start of the sign-up period and on the Thursday for Greater Victoria Regional Transit Service Area one week and two days before the start of the sign-up period. The lead time is necessary to meet deadlines for the issuance of checking assignments and may be altered if procedures change.

RWWL DAYS

RWWL days will be taken once in each three-week period whether that period contains a statutory holiday or not. RWWL days will be taken in conjunction with the Traffic Checkers' regular days off whenever possible. The determination of the RWWL days will be dependent on department requirements, however, there should be considerable flexibility in the application of RWWL days. Traffic Checkers should discuss their preferences with the Department Supervisor and, whenever possible, individual preference will be met.

EXCHANGE OF SHIFTS

Traffic Checkers may exchange days off or work assignments by mutual agreement and concurrence of the Department Supervisor.

DAILY WORK CHOICE

To ensure that each Traffic Checker has a choice of daily work assignments in keeping with his or her seniority and work preference, a Daily Work Choice System will be introduced in conjunction with the sign-up.

The different types of daily work which would be available will be identified by an alphabetical designator. Traffic Checkers will leave their choice with the Department Supervisor and when the checking assignment is made up it will be in accordance with such choice.

From time to time it may be necessary to add to, delete or modify the types of work. Should such a change occur, Traffic Checkers will be advised in ample time for them to change their Daily Work Choice if they so desire.

LETTER OF AGREEMENT #5
(previously LOA #10)

Traffic Checkers may change their Daily Work Choice at any time. The choice on hand at 0800 on the Tuesday for Greater Vancouver Regional Transit Service Area and on the Thursday for Greater Victoria Regional Transit Service Area before the week the checking assignment commences, will be considered the valid choice.

Checking assignments will continue **to** be issued for weekly or longer periods; therefore, Traffic Checkers should consider the long term application of their choice. If **so** desired they may have different work choices **for** each day of the week; that is, the choice for a Monday may be different from a Wednesday which in turn may be different from a Sunday.

Traffic Checkers must include all possible types of work, in order of preference, when submitting their work choice. There can normally only be a maximum **of** shifts available equal to the number of Traffic Checkers working within the Regional Transit Service Area each day but those shifts may be drawn from any one of approximately 8 types of work. The work made available each day will be the responsibility of the Department Supervisor.

The following types of work **are** identified for selection of Daily Work Choice in Vancouver:

- A - Earliest Finish Before 1600
- B - Earliest Finish Between 1601 and 1959
- C - Earliest Finish After 2000
- D - Split Shift Start Between 0600 and 0800
Finish Between 1630 and 1830

When point and ride checks fall into the same time range the employee shall indicate his/her preference:

- 1) Point Check
- 2) Ride Check

The following types **of** work are identified for selection of Daily Work Choice in Victoria:

- A - Riding Checks, finishing before 1600
- B - Riding Checks, starting between 0900 and 1300
- C - Riding Checks, finishing after 2000
- D - Riding Checks, split shift between 0600 and 0800 and finishing between 1630 and 1830
- E - Stationary Checks, finishing before 1600
- F - Stationary Checks, starting between 0900 and 1300
- G - Stationary Checks, finishing after 2000
- H - Stationary Checks, split shift starting between 0600 and 0800 and finishing between 1630 and 1830

NOTES

Riding Checks include routine ride checks, fare profiles and special checks requiring the Traffic Checker to conduct the check while travelling on the bus.

Stationary Checks include peak hour counts, timing checks or special checks conducted from an on-the-street location.

Certain daily checks require a combination of ride checking and stationary checks to make up the day's work. These will be identified according to the longest type of work; that is, daily work made up of 4 hours ride checking and 3 hours peak hour count would be considered a riding check.

Checks which involve some office time, will be identified by the type of checking involved; that is, riding or stationary.

Where a number of checks on a given day are similar, the work with the earliest finish will be considered preferable for A, B, C, E, F, or G, and the shortest spread time between start and finish for D and H.

For the Authority

For the Union

R.G. Warren
Labour Relations Officer

F.R. Hart
Business Representative

LETTER OF AGREEMENT #6
(previously **LOA** #14)

Mr. R.G. Warren
Labour Relations Officer
BC Transit
850 S.W. Marine **Drive**
Vancouver, B.C.
V6P 5Z1

Dear Mr. Warren:

Re: 1981 BC Transit/OPEIU Negotiations - Proposals C7, U17

This letter will confirm discussions between the Parties during negotiations regarding the application of salary increases for temporary promotion. The Parties agree that any entitlement for a temporary salary increase under Article 7.06 (a) and (b) **will** not be paid for partial working days.

If you concur, please sign and return this letter to me.

Yours truly,

F.M. de Moor
Business Representative
Local 378, OPEIU

In Agreement:

R.G. Warren
Labour Relations Officer
BC Transit

LETTER OF AGREEMENT #7
(previously LOA #16)

Ms. A. Harvey
Business Representative
Local 378
OPEIU
960 Kingsway
Vancouver, B.C.

Dear Ms. Harvey:

Re: OPEIU Bulletins and Job Bulletins

The method of distribution of job bulletins and OPEIU bulletins is as follows:

1. The date bulletin is received is recorded.
2. The date bulletin closes is recorded.
3. The date the bulletin is handed out to the checker is recorded.
4. Undelivered bulletins will be handed to a Union representative at Head Office within four (4) days of receipt.

Yours truly,

R.G. Warren
Labour Relations Officer
BC Transit

LETTER OF AGREEMENT #8
(previously LOA #18)

Mr. R.G. Warren
Labour Relations Officer
BC Transit
850 S.W. Marine Drive
Vancouver, B.C.
V6P 5Z1

Dear Mr. Warren:

Re: BC Transit Negotiations Proposal U-26

This letter will confirm discussions between the Parties during negotiations regarding the winterized jackets provided to Traffic Checkers under 16.01 (g). The Company will reimburse any Traffic Checker the full cost of waterproofing the jacket upon prior approval of the Supervisor.

Yours truly,

F.R. Hart
Business Representative
Local 378, OPEIU

LETTER OF AGREEMENT #9
(previously LOA #20)

Complaints Against Employees

The Employer will make every reasonable effort to ensure that any complaint other than those which alleges criminal behaviour, from a person other than an employee, of a nature which could result in suspension, dismissal, demotion or legal action against the employee concerned, **shall** be made in writing to the Authority and shall be signed by the complainant setting forth the grounds for the complaint.

In instances where such a complaint is received, the employee concerned shall receive a copy of the complaint.

FOR BC TRANSIT:

C.J. Connaghan
Labour Relations Consultant

FOR OPEIU:

S. Watson
Senior Business Representative

December 12, 1991

LETTER OF AGREEMENT #10
(previously LOA #22)

External Candidates

14 December 1992

Mr. Scott Watson
Senior Business Representative
Office & Technical Employee's Union
Local 378
4740 Imperial St.
Burnaby, B.C.
V5J 1C2

Dear Mr. Watson:

Further to our discussions during the negotiations for renewal of the collective agreement, this letter confirms that the Human Resources Departments will be directed to ensure that when a vacancy is filled by an external candidate, the candidate will meet the qualifications established for the job.

Yours truly,

L.G. Pante
Acting Vice-president
Corporate Services

LETTER OF AGREEMENT #11
(previously **LOA #24**)

Alternate Hours of Work

In view of the interest that has been expressed by employees concerning alternative hours of work, the Parties agree to meet during the life of the collective agreement to discuss and review alternatives to the present hours of work provisions.

Where agreement can be reached between the Union and Labour Relations department such alternative hours of work will be implemented.

FOR BC TRANSIT:

C.J. Connaghan
Labour Relations Consultant

FOR OPEIU:

S. Watson
Senior Business Representative

December 14, 1991

LETTER OF AGREEMENT #12
(previously LOA #26)

On-The-Job Training Committee

The Parties were unable to reach full agreement with respect to on the job training during negotiations. However, both parties agree pursuing this matter further could be beneficial to employees and the Authority. To this end, it is hereby agreed that a joint committee will be struck at the conclusion of the present set of contract negotiations, to pursue this matter further.

The Job Training Committee shall consist of two members appointed by the Union, and two members appointed by the Authority. The Committee shall meet once in each two month period. The mandate of the Committee shall be to explore and implement on the job training for employees within OPEIU jurisdiction, where agreement can be reached.

All on the job training implemented by the Committee shall be considered experimental and subject to cancellation by thirty days written notice from either party.

FOR BC TRANSIT:

FOR OPEIU:

C.J. Connaghan
Labour Relations Consultant

S. Watson
Senior Business Representative

A.C.W. Hobbis
Business Representative

September 17, 1991

LETTER OF AGREEMENT #13
(previously LOA #27)
Ambassador Program

The Union and the Authority (hereinafter referred to as the "Parties") without prejudice and/or precedent with respect to any position either Party may take in future cases involving similar or identical matters and/or circumstances, hereby agree to the following:

1. The Authority agrees that the work within the Ambassador Program is OPEIU work.
2. As per past practice, the Authority may, at its discretion, utilize employees who are presently working as Full-time Regular Instructors, or employees who have been promoted as Temporary Instructors to cover any work arising within the Ambassador Program.
3. Employees working as Temporary Instructors and on leave of absence from another bargaining unit within the Authority's operation shall pay union dues while performing such duties within the Union's jurisdiction.
4. The Parties agree to meet and review and reaffirm this agreement on February 12, 1993.
5. For the purposes of the Ambassador Program, Temporary Instructors shall be included in the Authorized Variation in accordance with Article 10.
6. In order to ensure the equitable distribution of overtime work for the purposes of the PNE, Temporary Instructors promoted to perform the work of the Ambassador Program will be offered all overtime falling on the days Monday to Saturday inclusive and other Instructors will be offered all overtime work occurring on Sundays and Labour Day.

February 14, 1992

For BC Transit

L.G. Pante
Manager, Employee Relations

M.S. Madill
Labour Relations Advisor

For OPEIU:

A.C.W. Hobbis
Business Representative

R. Williams
Chief Instructor

LETTER OF AGREEMENT #14
(previously LOA # 29)
Re. Hours of Work and Headquarters - BC Transit Steno Pool

Notwithstanding the provisions of Article 7.11 b, 12.03, Letter of Understanding #7 and any other provisions of the Collective Agreement pertaining to Headquarters, Travel Time and Hours of Work, the following provisions shall apply to the Steno Pool area of Administrative Services:

1. The above mentioned employees will not have a regular Headquarters to which they report. Their Headquarters shall be assigned on a daily basis. They will, therefore, be exempt from Article 12.03 and 7.11(b).
2. The postings for such positions will not have designated job locations or headquarters. The posting will, therefore, state in these areas either "not applicable" or "as assigned".
3. These employees shall work a normal seven and one-half (7½) hours shift with the normal lunch and coffee breaks as provided for in the Collective Agreement.
4. Should there be a requirement for an employee to transfer from one location to another during the shift as described in 3, above, the employee shall be entitled to travel time, as required, and shall receive the mileage allowance as provided for under Article 17.07(c) of the Collective Agreement.
5. All terms of the Collective Agreement not specifically mentioned in this Letter of Agreement shall apply.

It is understood and agreed by the Parties that this Agreement has been entered into on the understanding that these provisions shall substantially reduce or eliminate the need to have outside agency personnel.

FOR THE UNION:

FOR THE AUTHORITY:

A.C.W. Hobbis

R.G. Warren

Date: March 9, 1990

LETTER OF AGREEMENT #15

Relationship Enhancement Committee

1. A Joint Authority/Union Committee, to be known as the Relationship Enhancement Committee shall be composed of six (6) members, three Authority and three Union members to be appointed by the respective Parties. The committee may be augmented as necessary. This committee shall meet as and when required.
2. The purpose of the committee is to promote the cooperative resolution of workplace Issues, to respond and adapt to changes in the economy that affect BC Transit, to foster the development of work related skills and to promote workplace productivity.
3. It is further agreed that issues relating to grievances and collective bargaining will not be matters for discussion at Relationship Enhancement Committee meetings.
4. Notwithstanding (3) above, where the Parties mutually agree, the Relationship Enhancement Committee may discuss issues which are considered to be the underlying causes of grievances or which affect working conditions. However, it is understood that the Relationship Enhancement Committee does not have the authority to supersede grievances and that either Party may decline to discuss issues which may be considered to be subjects for Collective Bargaining. It is clearly understood that the committee does not have the power to bind either the Union or its members or the Authority to any decisions or conclusions reached in their discussion. The committee shall have the power to make recommendations to the Union and the Authority with respect to its discussions and conclusions.

For BC Transit:

For the OPEIU Local 378:

Michael S. Madill
Labour Relations Advisor

A.C.W. Hobbs
Sr Business Representative

Tom Yang
Director, Operations Support

Andy Ross
Executive Director

Rob Clarke
Division Manager, Victoria
Finance & Administration

Anne-Marie Almasch
Executive Councillor

Dated this 3rd day of October 1995

LETTER OF AGREEMENT #16

Issues Withdrawn From Negotiations

The Authority and the Union agree that the following issues raised in negotiations shall be withdrawn and referred to the Relationship Enhancement Committee for the purpose of further discussion.

It is understood and agreed that such *discussion* on the issues listed below are without prejudice to either the Employer or the Union. Any recommendations not based on provisions contained in the Collective Agreement, and consistent with the provisions of the Collective Agreement, and/or could be considered to alter the interpretation, application or administration of the Collective Agreement shall be subject to the formal approval of both the Employer and the Union.

1. Method for distribution of overtime
2. Steno Pool
3. Selection/Promotion Issues
4. Alternate Hours of Work
5. Ambassador Program
6. Notice for Relief (11.07)
7. **sign-ups (11.05)**

For BC Transit:

Michael S. Madill
Labour Relations Advisor

Tom Yang
Director, Operations Support

Rob Clarke
Division Manager, Victoria
Finance & Administration

For the OPEIU:

A.C.W. Hobbis
Union Representative

Andy Ross
Executive Director

Anne-Marie Almasch
Executive Councillor

Ray Manning
Executive Councillor

Kevin Payne
Job Steward

Patricia Letendre
Job Steward

Dated this 3rd day of October, 1995

LETTER OF AGREEMENT #17

Provision of **Information** to the Union

The Parties agree that Letter of Agreement #2 and article 7.03 will be merged with article 2.01(b) following resolution of the issues referred to the FOI/POP subcommittee established in 1995 negotiations for the renewal of the collective agreement.

For BC Transit

Michael S. Madill
Labour Relations Advisor

For the OPEIU Local 378.

A.C.W. Hobbs
Senior Business Representative

Dated this 28th day of September, 1995

LETTER OF AGREEMENT #18

FOI/POP Issues

The Parties agree that the issues raised during **1995** Negotiations concerning the above-captioned matter will be referred to a committee for further discussion. The mandate of the committee will be to meet and discuss the issues listed below with a view to **finding** mutually acceptable solutions. The committee will not have the power to bind the Parties but **will** make recommendations for resolution of the issues. The committee will meet within six (6) weeks after ratification of the renewal agreement and will make its recommendations to the Parties no later than February **15, 1996**.

The issues to be considered by the Parties are:

Company Proposal re FOI/POP
Union Proposal **2.01 (b), 7.11 (g), LOA #2**

The committee will consist of four **(4)** representatives from BC Transit management and four **(4)** representatives from OPEIU Local 378.

FOR BC TRANSIT

FOR OPEIU, LOCAL **378**:

Michael S. Madill
Labour Relations Advisor

A.C.W. Hobbis
Union Representative

Dated September **29, 1995**

LETTER OF AGREEMENT #19

Training Issues

The Parties agree that the issues raised during **1995** Negotiations concerning the above-captioned matter will be referred to a committee for further discussion. The mandate of the committee will be **to meet and discuss the issues listed below with a view to finding mutually acceptable solutions. The committee will not have the power to bind the Parties but will make recommendations for resolution of the issues.** The committee will meet within six (6) weeks after ratification of the renewal agreement and will make its recommendations to the Parties no later than February **15, 1996.**

The Issues to be considered by the Parties are:

Company and Union Proposals concerning Article 20.

The committee will consist of four **(4)** representatives from BC Transit management and four **(4)** representatives from OPEIU Local 378.

FOR BC TRANSIT

FOR OPEIU, LOCAL 378:

Michael S. Madill
Labour Relations Advisor

A.C.W. Hobbs
Union Representative

Dated September **29, 1995**

LETTER OF AGREEMENT #20

Rehab Issues

The Parties agree that the issues raised during **1995** Negotiations concerning the above-captioned matter will be referred to a committee for further discussion. The mandate of the committee will be to meet and discuss the issues listed below with a view to finding mutually acceptable solutions. **The committee will not have the power to bind the Parties but will make recommendations for resolution of the issues. The committee will meet within six (6) weeks after ratification of the renewal agreement and will make its recommendations to the Parties no later than February 15, 1996.**

The issues to be considered by the Parties are:

Company Proposal 7.08 (b)

The committee will consist of four **(4)** representatives from BC Transit management and four **(4)** representatives from OPEIU Local 378.

FOR BC TRANSIT

FOR OPEIU, LOCAL 378:

Michael S. Madill
Labour Relations Advisor

A.C.W. Hobbs
Union Representative

Dated September **29, 1995**

LETTER OF AGREEMENT #21

Traffic Checker Issues

The Parties agree that the issues raised during **1995** Negotiations concerning the above-captioned matter will be referred to a committee for further discussion. The mandate of the committee **will be to** meet and discuss the issues listed below with a view to finding mutually acceptable solutions. **The committee will not** have the power to bind the Parties but will make recommendations for resolution of the issues. The committee will meet within six **(6) weeks** after ratification of the renewal agreement and will make its recommendations **to** the Parties no later than February **15, 1996**.

The issues to be considered by the Parties are:

Letter of Agreement **#10**

The committee will consist of four **(4)** representatives from BC Transit management and four **(4)** representatives from OPEIU Local 378.

FOR BC TRANSIT:

FOR OPEIU, LOCAL 378:

Michael S. Madill
Labour Relations Advisor

A.C.W. Hobbis
Union Representative

Dated September **29, 1995**

LETTER OF AGREEMENT #22

Operations Clerk (Lower Mainland)

The Parties agree to transfer the duties of the Operations Clerk - Lower Mainland to a limited shift work and non-standard hours category as defined below:

- (1) Shifts will fall between the hours of **0600** and **1800** only.
- (2) The work week will be as described in Article **11.02(c)**,
- (3) Articles **11.03** and **11.04** ~~will~~ apply to shifts worked by Operations Clerks where appropriate.
- (4) It is understood and agreed that the current Operations Clerk shall have first selection of any newly created shifts.

FOR BC TRANSIT:

Michael S. Madill
Labour Relations Advisor

Tom Yang
Director, Operations Support

Rob Clarke
Division Manager, Victoria
Finance & Administration

FOR OPEIU, LOCAL 378:

A.C.W. Hobbis
Senior Business Representative

Andy Ross
Executive Director

Anne-Marie Almasch
Executive Councillor

Ray Manning
Executive Councillor

Kevin Payne
Job Steward

Patricia Letendre
Job Steward

Dated this 2nd day of October, 1995.

LETTER OF AGREEMENT #23

Definition Of Harassment

The Parties acknowledge that the Human Rights Steering Committee is reviewing the definition of harassment as part of the ongoing review of the BC Transit workplace harassment policy. Therefore, for the purposes of article 23.01, the definition of harassment will be that contained in the aforementioned policy in effect on 28 September 1995. However, it is agreed that during the life of this collective agreement, the Parties will meet to review the definition and may agree to change the definition for the purposes of Article 23.01.

It is further understood that if the definition in BC Transit's policy changes during the life of the collective agreement, that the definition will revert to that contained in the policy on the date of the expiry of the collective agreement.

For BC Transit

Michael S. Madill
Labour Relations Advisor

Tom Yang
Director, Operations Support

Rob Clarke
Division Manager, Victoria
Finance & Administration

For the OPEIU Local 378

A.C.W. Hobbis
Senior Business Representative

Andy Ross
Executive Director

Anne-Marie Almasch
Executive Councillor

Ray Manning
Executive Councillor

Kevin Payne
Job Steward

Patricia Letendre
Job Steward

Dated this 2nd day of October, 1995.

LETTER OF AGREEMENT #24

Pay Equity and A Gender Neutral Job Evaluation System

1. **The** Authority and the Union agree that a gender neutral job evaluation system should be in place at BC Transit.
2. A joint job evaluation working committee will be established within one month and will be comprised of up to three representatives from the Authority and up to three representatives from the Union. This committee will be empowered to work with a third party consultant **in** the development of a new or revised job evaluation plan which is gender neutral and addresses pay equity issues. The Authority shall provide leaves of absence without loss of pay for time spent by members of the committee to a maximum of ninety **(90)** person days. The schedule for committee work **will** be established so that there is no conflict with departmental requirements. The parties shall be responsible for their respective travel and related costs.
3. The Authority and the Union will attempt to reach agreement on a consultant by March **15, 1996**. If they are unable to do so, Brian Foley **will** name the consultant. All costs for the consultant will be met by the Authority.
4. Together with the consultant, the committee **will** review the existing job evaluation plan and determine, whether or not to modify the existing plan, adopt the Province of British Columbia/BCGEU plan or implement another plan.
5. If the Parties fail to reach agreement on which approach should be followed by May **31, 1996** the matter will be put before arbitrator Don Munroe who will make a binding recommendation on the following criteria:
 - (a) gender neutrality;
 - (b) degree of compatibility with the Transit environment;
 - (c) cost to amend the plan;
 - (d) time required to amend the plan;
 - (e) ease of use and administration;
 - (f) ability to respond to changes;
 - (g) degree of software support;
 - (h) compatibility with Transit software;
 - (i) cost of establishing benchmarks;
 - (j) existence of methodology support questionnaires;
 - (k) ease with which the plan can be understood; and,
 - (l) time required to implement changes.

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6. Once it has been determined either by the committee or through a binding decision from Don Munroe as to which approach is more appropriate, the committee will work with the consultant on the following:
- (a) developing a project work plan (including anticipated completion dates for each stage);
 - (b) developing a communications strategy which would include developing and issuing joint releases to employees as appropriate;
 - (c) identifying the factors/sub-factors to be used in measuring the skill, effort, responsibility and working conditions of OPEIU affiliated positions;
 - (d) defining the factors/sub-factors and establishing the degree definitions to be used in rating positions;
 - (e) developing and testing a comprehensive questionnaire which can be used on an ongoing basis to gather job information necessary for properly rating positions;
 - (f) developing weights of job evaluation factors;
 - (g) identifying the sample positions to be rated in such a manner as to ensure that all levels and types of work are adequately represented and that the sample contains male dominated, female dominated and gender neutral positions;
 - (h) identifying the methods to be used in obtaining the necessary job data for sample positions;
 - (i) rating positions identified in the test sample (including testing the ratings for reliability and consistency and selecting rating standards);
 - (j) preparing a comprehensive job evaluation manual complete with any necessary supporting documents to be used in conjunction with the system (e.g. standard descriptions and ratings, procedures and guidelines for raters, sample rating rationales, forms, maintenance procedures, appeal procedures and guidelines agreed upon, etc.);
 - (k) reviewing the weighting of job evaluation factors and fine tuning the system as necessary;
 - (l) reviewing and testing the software programs developed for use with the system and making modifications or changes to meet system requirements;
 - (m) assisting in the training of staff, system users and Union representatives in the applications of the system, as required;
 - (n) overseeing the initial rating of all OPEIU affiliated positions; and
 - (o) finalizing a pay schedule and determining the manner in which the job evaluation plan and the pay system relating thereto will be applied to individual employees.

LETTER OF AGREEMENT #24

7. (a) The parties agree that the new or revised Job Evaluation Plan shall replace the existing Job Evaluation Plan. The parties agree that in order to expedite matters, there will be a moratorium on evaluation reviews and appeals until the evaluation of all positions under the new plan has been completed, except that evaluation appeals in progress at the date of ratification of the renewal agreement will be continued.
 - (b) A new job which is created after the ratification of the renewal collective agreement and prior to the implementation of a new or revised plan will be evaluated under the existing Stevenson & Kellogg plan, in order to set a pay group, and the job will be included for evaluation under the new plan as part of the implementation of the new plan, if applicable.
8. The intention of the parties is to implement the gender neutral job evaluation system as quickly as possible. It is understood however that the implementation schedule will depend on the number of anomalies identified through application of the gender neutral job evaluation plan.
9. On April 1, 1996, the Authority will set aside in a separate fund for pay equity purposes one percent (1%) of the total annual salary cost at straight time for the regular employees who are members of the bargaining unit on March 31, 1996. If this amount proves insufficient to redress all the anomalies identified, the Authority agrees to add up to a further one percent (1%) on April 1, 1997. Further amounts after that time will be subject to negotiations between the parties in the renewal of the collective agreement.
10. Should any disputes arise concerning the implementation of the principles set out in this Letter of Agreement, including the date(s) for implementation of the pay equity plan, arbitrator Don Munroe will render a binding decision on the matter.
11. This Letter of Agreement may be changed at any time by the written mutual agreement of the Authority and the Union.

LETTER OF AGREEMENT # 25

Relief Depot Clerk Shifts
(Lower Mainland Only)

The Parties agree to establish a centrally co-ordinated group of Relief Depot Clerk Shifts to provide coverage for annual vacation, banked statutory holidays, RWWL days, banked overtime, training and other miscellaneous absences. These shifts will be covered by all terms and conditions of the collective agreement except as modified below:

1. The three (3) existing Holiday Block Depot Clerk shifts (two at OTC and one at BTC) shall remain in their current properties. The only change to these shifts shall be that they assume the days off of the clerks on vacations, banked stats or RWWL's for which they are providing relief. These shifts shall be exempt from the remainder of this letter except #2 below.

All new Relief Depot Clerk shifts will be required to assume the days off of the clerks on vacations, banked stats or RWWL's for which they are providing relief. (See #5 below)

2. Relief Depot Clerk Shifts will have four days off in every pay period, give or take up to two days, but will be exempt from the provisions of Article 11.02 (a). It is understood that if BC Transit changes the pay period from the current arrangement, the parties will meet to discuss this clause.
3. These shifts shall be added to the Depot shift sign-ups and shall be highlighted and marked as "may be required to work at other Transit Centres". These shifts will be available for any clerk in the property to sign on a length of service basis in accordance with article 11.05.
4. In cases where there are two (2) or more Holiday Block/Relief shifts resident at a given Transit Centre, the employees wishing to sign the Holiday Block/Relief shifts must indicate their intention and will sign for their specific shifts after all other Full-Time Regular Depot Clerks have signed. Once all Depot Clerks have signed their shifts, those Depot Clerks signing Holiday/Block Relief shifts will select their work in one week pieces on a length of service basis in accordance with Article 11.05. It is understood that there will be two (2) Holiday Block shifts at Oakridge Transit Centre that will be restricted to signing OTC work only, and one (1) Holiday Block shift at Burnaby Transit Centre that will be restricted to signing BTC work only.

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5. It is understood that clerks signing the relief shifts mentioned above may be required to work at another property as scheduled or when they are not providing coverage for another employee on vacations, banked stats or RWWL days. The depots shall provide their staff plan, on a quarterly basis, to the OTC Depot Supervisor. It is understood that if a clerk is required to work a calendar week or longer at a property other than their assigned property the Authority will endeavour to assign them to the next closest property. The scheduling of this shall be done by the Depot Supervisor at OTC, with proper regard to seniority.
6. In order to efficiently schedule the Relief Depot Clerk Shifts, it is understood and agreed that **all** Depot Clerks **will** be required to bank ten (10) of their RWWL days to be taken off in two blocks of five (5) consecutive days. The remaining seven (7) RWWL days may be taken as random days off and scheduled by mutual agreement of the employee(s) and her/his supervisor. ***If an employee so chooses, he/she may sign an additional five (5) RWWL days as a block.*** Notwithstanding the foregoing, it is understood between the parties that the Employer maintains its right to schedule RWWL days at Oakridge Transit Centre in accordance with the current practice.
7. It is understood that Depot Clerks must bank five (5) statutory holiday days. If an employee **so chooses**, he/she may sign an additional five (5) statutory holiday days. **These** days will be signed as time off in five (5) day blocks following the annual vacation sign up.

If toward the end of the calendar year it appears that the employee will be ineligible to receive pay for statutory holidays already taken as time off, or scheduled to be taken as time off, the employee may make up for that pay in accordance with the following:

- (a) Upon mutual agreement between the Employer and the employee, the employee may elect to work a day scheduled as time off for a statutory holiday. **The** employee may perform this work at any Depot and will not be paid any travel time or allowance.
- (b) The employee may make up the shortage in pay by utilizing any unused banked time off.
- (c) If there is no unused banked time available for the employee to use, the employee may use an unearned RWWL day. **This** time will be recovered in the next calendar year. Under no circumstances will the employee be allowed to use more than five (5) unearned RWWL days to cover such shortages.

LETTER OF AGREEMENT # 25

8. Clerks required to work at another operating centre shall receive a travel allowance in accordance with Article 17.01 (a) but will be exempt from Article 12.03 (based on the extra distance actually travelled over and above the distance the employee normally travels from his/her home to work).
9. It is understood that when an employee working a Relief Clerk Shift is working a week that is not blocking for another clerk, the days off for that week will be the same as the days off that applied in the previous week.
10. It is understood that the new shifts will be assigned to a particular Transit Centre.
11. The Parties agree to meet on an annual basis, following the annual vacation sign-up, to review the relief requirements and depot shifts on a system-wide basis.

LETTER OF AGREEMENT #26

Re: Letter of Agreement #25 - Full-time Relief Depot Clerks
(Lower Mainland only)

With regard to the above-captioned letter of agreement, the Parties agree to the following on a twelve (12) month experimental basis; without prejudice to either party's position:

1. That the Employer **will** refrain from blocking annual vacation for depot clerks, workleaders and coordinators for the calendar year **1996** during local and consolidated sign-ups.
2. That Full-Time Relief Depot Clerks may be required to work at other transit centres in emergent circumstances in accordance with the provisions of Letter Agreement #28 (Full-Time Relief Depot Clerks).

LETTER OF AGREEMENT # 27

October 26, 1995

Mr. Art Hobbis
Senior Business Representative
OPEIU Local 378

Re: Letter of Agreement #25 • Relief Depot Clerk Shifts

It is understood between the Parties that situations may arise where employees working the Holiday Block shifts at Oakridge Transit Centre end up with more or less than one RWWL day in a three week period. In such cases, it is agreed that the department ~~will~~ adjust the schedule to ensure those employees have one RWWL day in the aforementioned period.

It is further understood that employees who select the Holiday Block/Relief Depot Clerk shifts at the other Depots will not be affected by this, due to the fact that such employees will be scheduling their RWWL days in five (5) day blocks in accordance with Letter of Agreement #28 (Relief Depot Clerk Shifts).

Employees who have signed a Holiday Block shift that provides coverage at Oakridge Transit Centre may be covering for an employee whose shift contains a RWWL day. In such cases, it is agreed that the employee ~~will~~ work on the day in question.

I trust this clarifies the Union's concerns regarding these matters.

Yours truly,

Michael Madill
Labour Relations Advisor

LETTER OF AGREEMENT # 28

September 20, 1995

Art Hobbis
Business Representative
OPEIU Local 378.

Re. Article 12.05 (b)

It is understood between the parties that situations may arise where no employee is delegated to act on his/her Supervisor's behalf, and a serious and significant problem occurs that requires an employee (on duty) to consult another employee who is off duty by telephone in order to resolve the problem. Such situations **will** be reviewed by BC Transit on a case-by-case basis.

~~Yours~~ truly,

Michael Madill
Labour Relations Advisor

LETTER OF AGREEMENT # 29

September 27, 1995

Art Hobbs
Business Representative
OPEIU Local 378

Re. Article **10.01** (d) (iii)

It is understood between the Parties that the Pay Department staff working Monday through Friday, as of the date of this letter, **will** not be required to work Tuesday to Saturday unless mutually agreed to between the employee and the supervisor.

Yours truly,

Michael Madill
Labour Relations Advisor

LETTER OF AGREEMENT # 30

Use of Casual and Part-time Employees in
Customer Information Centre (Lower Mainland)

During negotiations for the renewal of **the 1995** Collective Agreement the Parties discussed their respective concerns regarding the above captioned matter. The primary concern raised by the Union surrounded the use of the "Casual" employee category within the Customer Information Centre in the Lower Mainland. The concerns of the Employer surrounded the restrictive nature of the other existing employee categories under the Collective Agreement with respect to meeting the ongoing staffing needs of the department In question.

As a result of these discussions the Parties hereby agree as follows:

1. As soon as is practicable following the date of ratification of the renewal agreement, the existing distribution of employees among the various job categories contained in the collective agreement will be realigned in such a way **as** to ensure that the use of the "Casual" classification **is** in accord with the provisions of the Collective Agreement 1.07 (d).
2. Future staffing changes in the Customer Information Centre **will** be handled in accordance with the provisions of the Collective Agreement.
3. It is understood that there shall be three (3) Holiday Block shifts contained within the shift sign-up.

The Parties agree that these Holiday Block shifts shall be exempt from the defined work week stated in Article **11.02** (c). Furthermore, where a regular Holiday Block shift, selected by an employee in accordance with Article **11.05**, results in an employee being scheduled to work more than five consecutive days, excluding assigned days off, payment of overtime rates shall not apply. All other circumstances attracting payment of overtime rates in accordance with Article 12 of the Collective Agreement shall apply.

Employees who sign for Holiday Block shifts will assume the actual shifts and days off of the employee scheduled to be absent from work. In cases where a Holiday Block employee ends up with more or less than one RWWL day in a three week period, the department **will** adjust the schedule to ensure the employee has one RWWL day in the aforementioned period.

The Holiday Block shifts will be used primarily to provide coverage for employees on Annual Vacation and banked **stats**. As well, these employees may **be** used **to** provide coverage for extended leaves of absence, long-term illness, project work, training, banked overtime and RWWL days.

LETTER OF AGREEMENT # 30

It is understood that sign ups will be conducted in accordance with Article 11.05 in the following order:

FTR employees will sign first.
Any FTR employee who chooses to Holiday Block must indicate their intention and will sign after all other FTR employees have signed.
Holiday Block employees will sign for their shifts in a method similar to that used for Transit Operators.
Once all of the FTR employees, including the Holiday Block employees, have signed, then the PTR employees will sign for their shifts.
In cases where a Holiday Block employee completes sign up and his/her schedule contains periods during which he/she is not providing coverage for another employee and he/she is on holiday, the Employer will specify the days off for that period of time. In such cases those days off may be changed by the Employer, with two (2) weeks notice, at a later date to provide coverage for absences, of at least one week, arising after the sign up has taken place. It is understood that if this situation results in the employee being scheduled to work ten (10) days in a row, that such situation will be subject to mutual agreement between the supervisor and employee.

4. The PTR shifts within the Customer Information Centre shall be designed in accordance with Article 1.07 (b).

Where the Employer chooses to make available a PTR schedule with less than 30 hours of work within the calendar week, the remaining days in that week may be designated as on call days, save two (2) consecutive days off. It is understood that the two consecutive days off will remain consistent throughout the period covered by the sign-up. On those days where a PTR employee's chosen shift is designated to be on call, they shall be available to report for work on that day unless the employee requires and is granted leave as provided in Article 15 and Article 19 of the collective agreement.

An employee who is designated to be on call shall be free from the requirement to report for work where they have not been notified by 10:00 am on that day.

LETTER OF AGREEMENT # 30

For BC Transit:

**Michael S. Madill
Labour Relations Advisor**

**Jack Eastwood
Manager, Pay Department**

**Lynn Frazer
Labour Relations Assistant**

For the OPEIU Local 378:

**A.C.W. Hobbis
Senior Business Representative**

**Andy Ross
Executive Director**

**Anne-Marie Almasch
Executive Councillor**

**Ray Manning
Executive Councillor**

**Kevin Payne
Job Steward**

**Patricia Letendre
Job Steward**

Dated this 25th day of October, 1995

LETTER OF AGREEMENT # 31

TRANSFER OF HEADQUARTERS - DEPOT CLERKS

The Parties agree that all full-time regular Depot Clerks in the Lower Mainland will be offered the opportunity to change their permanent headquarters prior to posting such jobs in accordance with Article 7.11.

Opportunities for transfer within the Lower Mainland will be posted in all Lower Mainland Depot offices for a period of one week.

Depot Clerks may also indicate their interest in advance by submitting written requests for transfer to the Human Resources Department. Written requests will be retained on file for a period of **six** (6) months.

Transfers will be offered to interested full-time regular Depot Clerks in order of seniority, providing the employee's performance is satisfactory.

The ultimate vacancy resulting from all transfers pursuant to this letter of agreement will be posted in accordance with Article 7.11.

This agreement is subject to cancellation by either the Authority or the Union upon thirty (30) days written notice to the other party.

For BC Transit:

For OPEIU Local 378:

Garry Gatley

A.C.W. Hobbs