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PART 'G'
GENERAL ITEMS

1.00 COVERAGE, DURATION AND EFFECT

1.01 Coverage

This Agreement shall cover and be binding upon all employees of the Employer described in the current certification issued by the B.C. Labour Relations Board on February 8th, 2000 and varied on October 10th, 2000. Certification was first issued to this bargaining unit on May 31st, 1944 and has subsequently been amended and varied by the B.C. Labour Relations Board and its predecessors. Unless otherwise specified, "employee(s)" means a person covered by the above certification and as further defined in the Labour Relations Code of British Columbia.

1.02 Duration of the Agreement

This Agreement shall come into effect as of the first day of April, **2012** and shall remain in effect until it expires with the thirty-first day of March, **2015** or thereafter until it is reopened as provided by Article 'G' 1.03.

Pursuant to the provisions of S.50(4) of the Labour Relations Code of British Columbia, 1992, S.B.C., Chapter 82 as amended, the operation of Ss.50(2) and 50(3) are hereby excluded.

1.03 Reopening of the Agreement

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

1.04 Retroactive Pay

The applicable wage rates included in the Wage Schedule of this Agreement shall be applied retroactively for all job classifications listed in the Wage Schedule back to and including 1 April **2012**. The Employer shall compute retroactive pay for employees as a percentage of their "Gross Earnings" during the retroactive period. "Gross Earnings" shall include only the following:

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

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

1.05 Rounding

All wage rates are rounded to the nearest whole cent.
\$.0050 and over are rounded to the nearest whole cent;
\$.0049 and under are rounded to the last whole cent.

2.00 UNION RECOGNITION AND SECURITY

2.01 Recognition

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

2.02 Security

New employees shall become immediately upon hire and shall remain thereafter, members of the Union in good standing as a condition of their continued employment with the Employer in any job classification covered by the Union.

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

2.03 Assignment of Fees, Dues, and Assessments

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

2.03.1 Authorization Form

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

To: _____

I hereby authorize you to deduct from my wages and to pay to Local _____ of the Canadian Auto Workers Union, the initiation fees of \$ _____ and dues in the amount of \$ _____

per _____ or dues of _____% of _____ wages deducted monthly or such amounts of dues amended from time to time by the Local Union and assessments levied by the Local Union on all members of the Local Union employed by you.

Date: _____

Employee

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

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

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

2.04 Probationary Period for New Employees

New employees shall be placed on probation for six hundred and seventy five (675) hours of actual time worked. For Transit Operators, the initial training period will be considered part of the probationary period in addition to the six hundred and seventy-five (675) hours. The Employer may dismiss probationary employees during their probationary period without giving any reason for doing so. The Union may grieve any alleged discrimination against dismissed probationary employees. Employees who successfully complete their period of probation will become regular employees and shall have all the rights and benefits provided by this Agreement.

The Parties agree that it is beneficial to meet with new employees during their probationary period. Without limiting the intent of the paragraph above, the Company will meet with probationary employees during their probationary period to discuss their progress and any concerns. It is understood that such employees may bring Union Representation.

Where Coast Mountain Bus Company Ltd. considers an extension to the probationary period to be an appropriate approach for a particular employee, the following will apply:

1. Coast Mountain Bus Company Ltd. will meet with the Union at the earliest opportunity to discuss problems with the progress of a probationary employee and to discuss alternative solutions to dismissal as contemplated above.

2. Coast Mountain Bus Company Ltd. and the Union will discuss and agree to the length of the extension of the probationary period for an employee who is not progressing satisfactorily and who, in the opinion of Coast Mountain Bus Company Ltd., has the potential to be successful in the job. The purpose of the extension is to allow for further training and/or any other remedial assistance which may be necessary to ensure satisfactory completion of the probation and to provide a further opportunity for Coast Mountain Bus Company Ltd. to assess the employee's potential.
3. Items 1 and 2 above are without prejudice to the Union's right to grieve the termination of a probationary employee.

2.05 Advising the Union of New Employees

In a monthly report, the Employer will forward the name and address of each new employee to the Union Local which has jurisdiction over the new employee's position.

2.06 Leave of Absence for Union Business

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

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

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

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

As far as possible, such notice will include the dates the leave will commence and finish and the Union will endeavour to give at least forty-eight (48) hours notice of any leave of absence under this Article.

Property Representatives and the VTC Chief Job Steward may book themselves off through the Depot Office.

The Union shall provide at least two weeks notice of leaves of absence for the purposes of Union education courses.

2.07 Work Contracted Out

It is agreed in principle that the Employer will endeavour to limit work contracted out as much as possible and any work that is contracted out will be done at wages and working conditions comparable to those paid by appropriate unionized companies.

Where practicable, the Employer will endeavour to advise the Union prior to any such contracting out.

2.08 Prevention of Workplace Harassment

(Amalgamation of Former G2.09 and LOU #68)

The Employer and the Union acknowledge that all employees have the right to work in an environment free from harassment **and where employees treat each other with dignity and respect**. The parties agree to work together under the corporate Prevention of Workplace Harassment Policy to ensure that the workplace is harassment-free.

Workplace Harassment Defined

Harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows or ought to know would cause offence, humiliation or intimidation to another person.

There are two categories of workplace harassment. These include Human Rights based Harassment and General Harassment.

2.08.1 Human Rights based Harassment is based on the grounds prohibited by the BC Human Rights Code (i.e. race, sex, colour, ancestry, place of origin, political belief, religion, marital status, family status, sexual orientation, physical or mental disability, age or criminal conviction unrelated to employment)

Human Rights based Harassment also includes Sexual Harassment.

Sexual harassment includes any unwanted attention of a sexual nature. Examples of this type of conduct may include, but is not limited to the following:

- **Conduct or comments of a sexual nature that are unwelcome and that create an intimidating, hostile, or poisoned work environment, or that could reasonably be thought to put sexual conditions on an employee's job or employment opportunities;**
- **A compromising invitation with sexual overtones or sexual comment;**
- **Unwanted touching, pinching, patting;**
- **Unwelcome sexual flirtations, advances or propositions;**
- **Sexually suggestive, obscene or degrading comments, remarks or gestures;**

- **Offensive jokes of a sexual nature;**
- **Leering or staring;**
- **Displaying or circulating pictures or other material of a sexual nature;**
- **Remarks about appearance or personal life; and/or**
- **Stalking.**

Sexual harassment should not be confused with regular social and interpersonal relations between co-workers. Rather, it is behaviour that is coercive, forced, threatening or unwanted.

2.08.2 General Harassment

All other forms of harassment not linked to the prohibited grounds specified in the BC Human Rights Code fall within the category of General Harassment.

2.08.3 Examples of Harassment Conduct

Both Human Rights based and General Harassment share similar types of conduct, however as indicated above, Human Rights based Harassment is conduct that is linked to the prohibited grounds defined by the BC Human Rights Code. Both types of harassment may include but are not limited to the following:

- Bullying;
- Verbal abuse;
- Physical assault or abuse;
- Derogatory remarks;
- Displays of pornographic or offensive materials;
- Unwelcome invitations or requests;
- Innuendoes or taunts;
- Leering or unnecessary physical contact;
- Threats or intimidation;
- Practical jokes that cause awkwardness or embarrassment;
- Retaliation for filing a workplace harassment complaint.

Harassment is not:

- **properly discharged supervisory responsibilities.**
- **disagreements between employees (worker to worker) that do not fall into the categories of harassment as noted above.**

2.08.4(a) Informal Complaint Resolution Process

Filing a Complaint

If an employee believes that **she/he** has **been harassed on the basis of any of the grounds noted above, the employee should:**

- **Tell the alleged harasser(s) to stop, if possible;**
- **Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible;**
- **If the complainant does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or CMBC representative and/or the CMBC confidential harassment telephone line. The Union Representative for all cases of harassment will be the Human Rights Representative or Women's Advocate or designated full time Officer of the Local Union or their designate.**

Investigation

The Company and the Union agree that in some cases, the Parties may try to resolve a harassment complaint informally without a full investigation, for example, when so requested by the complainant.

If the complainant disagrees with the attempted informal resolution, and if the complaint involves Human Rights based Harassment there will be a joint investigation of the complaint.

2.08.4(b) Formal Complaint Resolution Process for Human Rights based Harassment

Formal **Human Rights based** harassment complaints involving either two CAW members or a CAW member and an exempt employee **or an employee from another jurisdiction**, will be jointly investigated. The Union, in consultation with the Company, will appoint CAW harassment investigators. The **Union** designate will ensure that the CAW harassment investigators are fully trained and that investigations are distributed in an equitable manner among them as far as is practicable. In the event of a cross-jurisdictional complaint, the Employer may appoint a neutral third party investigator and will involve a harassment investigator from each Union jurisdiction.

Human Rights based harassment complaints that **are proceeding to the Formal Complaint Resolution step** must:

1. Be submitted in writing to the, **CMBC Manager responsible for Human Rights issues**, or designate, and copied to the designated CAW harassment representative;
2. **Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team may consist of female representatives, unless otherwise requested.**

- 3. It is the intention of the union and the company that the investigation will commence within fifteen (15) days of the lodging of the complaint. An extension of time limits may be granted by mutual agreement.**

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint. Records of the investigation, including interviews, evidence and recommendations will be securely maintained by both Parties.

Upon completion of the investigation the parties will prepare a joint recommendation. The complainant and the respondent will be advised of the findings and recommended actions, if appropriate, that result from the investigation. Such actions will be implemented as quickly as possible. Where there is a disagreement between the parties an independent harassment investigator may be retained to make final recommendations. The Company and the Union will share the cost for the investigator equally.

This process in no way precludes the complainant's rights to seek action under the applicable Human Rights legislation.

2.08.6 Vexatious Complaints

A complaint is vexatious when it is made solely to cause trouble or annoyance to another person or to receive some personal benefit. Filing a vexatious complaint may result in discipline.

2.08.7 Retaliation

Retaliation against any individual involved in a workplace harassment complaint may result in discipline.

3.00 SETTLEMENT OF GRIEVANCES

3.01 Definitions

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

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

3.02 No Interference or Stoppage of Work

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

3.03 Grievance Procedure

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

3.03.1 First Stage

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

3.03.2 Second Stage

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

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

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

3.03.3 Policy Grievance

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

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

3.03.4 Final Stage - Arbitration

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

In general, it is intended that grievances which are not resolved at the second stage shall be submitted to a single arbitrator, however, either Party may elect to submit a grievance to an Arbitration Board of three members, in which case the other party shall comply.

Single Arbitrator

In the event that a grievance is to be adjudicated by a single arbitrator, the Parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving Party has submitted notice, in writing, of its decision to proceed to arbitration. Should the Parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon request of either Party. The Arbitrators shall proceed as soon as practical to examine the grievance and render judgement, and their decision shall be final and binding upon the Parties and upon any employee affected by it.

Arbitration Board

If a grievance is to be adjudicated by an Arbitration Board of three members, the grieving Party shall notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the grieving Party's appointee to the Arbitration Board. The recipient of the notice shall within five (5) days advise the other Party of the names of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two appointees fail to agree upon the Chair within the time limit, the appointment shall be made by the Minister of Labour upon the request of either Party. The Arbitration Board shall proceed as soon as practical to examine the grievance and render its judgement, and its decision shall be final and binding on the Parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board but, if there is no majority, the decision of the Chair shall govern.

Each Party shall pay the fees and expenses of its appointee to a Board and one-half the fees and expenses of the Chair, or single arbitrator. Expenses will include any disbursements incurred by the arbitrators during their proceedings.

3.03.5 Expedited Arbitration

The parties may, if they mutually agree, submit a dispute to the Expedited Arbitration Process. That process is as follows:

- 1. Location of hearings will be agreed to by the parties.**
- 2. The grievance shall be presented by a designated representative of the Union and a designated representative of the Company.**
- 3. All presentations are to be short and concise with:**
 - a. Comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed.**
 - b. Limited use of precedential authorities**
 - c. Parties endeavouring to conclude cases within one working day.**
- 4. Decisions will be:**
 - a. Rendered verbally to parties within three (3) working days of hearing.**
 - b. Confirmed in writing within two (2) calendar weeks of hearing.**

- c. **The written decision shall set forth a brief explanation of the facts and the terms of the Agreement and/or law, relied upon for the decision.**
 - d. **Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.**
 - e. **Binding on both parties.**
 - f. **Consistent with the terms of the Agreement.**
5. **Fees and expenses of the Arbitrators shall be shared equally by the parties.**

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

1. **A brief of pertinent documents will be jointly presented to the Chairperson.**
2. **A statement of agreed to facts will be jointly presented to the Chairperson.**
3. **Responses to opening statements will cover any facts, which are in dispute and any additional facts available.**
4. **The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.**
5. **Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairperson.**
6. **Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.**
7. **Arguments will be presented only to points in issue.**
8. **Mediation of the issue by the Chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.**

3.04 Grievance Mediation

Notwithstanding the foregoing, where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **and where the Parties agree in writing to proceed to grievance mediation pursuant to this clause, Mr. Brian Foley or Mr. Mark Brown**, or a substitute agreed to by the Parties, shall

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

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

The Parties agree to pay the Mediator one-half each for reasonable remuneration, travelling and out of pocket expenses.

3.05 Time Limits

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

4.00 WORKING PRACTICES

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

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

4.01 Technological Change

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

The Employer shall notify the Union four (4) months or as soon as practicable, in advance of an intent to introduce new technology which will displace a significant number of employees covered by the Agreement.

After receipt of such notice, the Union will meet with the Employer to discuss what impact the technological change will have on the job classifications and identify which employees will be set back to a lower paying job classification, laid off under terms of 'G' 8.04, or terminated. Failing agreement, either Party may refer the matter to Arbitration covered under Article 'G' 3.03.4 of the Grievance Procedure.

4.01.1 It is agreed that if a regular employee is displaced due to technological changes as interpreted in the Labour Relations Code of British Columbia, the employee will be given the opportunity to transfer to a current vacant position subject to the employee's ability and seniority, or the Employer will train wherever practicable displaced employees for other positions available within the Coast Mountain Bus Company. Employees who are displaced to a job classification in this Agreement having a lower rate of pay shall receive the rate of pay with any subsequent increases for the job classification they had immediately prior to the displacement for a period of six (6) months and that rate less one-half the difference between it and the rate for the new classification for a further six (6) months. At the expiration of twelve (12) months following the displacement, the displaced employees shall receive the rate for their new job classification.

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

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

5.00 RULES AND REGULATIONS

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

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

5.03 Employee Indemnity

The Employer shall indemnify and hold harmless all CAW 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 Employer, 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 Employer; or
- d) acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of Employer 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 5.04.

5.04 Legal Representation

In situations covered by the indemnity set out in Clause 5.03, the Employer 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 Employer and, subject to the terms set out in this Clause 5.04, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with Sub-Clause 5.04 (b) below,
- b) Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, 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 Employer.
- c) The Employer 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 Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause 5.04 (c).
- d) The Employer 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, and there are two or more employees named as defendants, the Employer may limit the right to legal representation under this Clause 5.04 by requiring that one solicitor be retained to represent the interests of all those employees.
- f) If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation under this Clause 5.04 by requiring that one solicitor be retained to represent the interests of the Employer 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 Employer, or as between the interests of two or more employee(s), the Employer 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 Employer 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 Employer 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 a lawful order, or gross negligence;

the Employer 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 Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications.

Nothing in Clause 5.03 and Clause 5.04 shall be interpreted as limiting the Employer's right to discipline any CAW employee under the terms and conditions of the Collective Agreement.

6.00 REPORTING TIME

6.01 Reporting for Court Appearance

6.01.1 Witness Pay

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

6.01.2 Jury Duty

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

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

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

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

6.02 Reporting in Connection with Claims & Accidents

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

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

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

6.02.2 Where employees are required to report, outside of their regularly scheduled working hours, to the offices of a police department for the purpose of completing and filing a police report with regard to an accident/incident that they were involved in while on duty or operating an Employer vehicle/vessel, that employee shall receive at their straight-time hourly rate a payment of one (1) hour's pay if the office where the employee is required to report is located in the municipality or city where they reside, or one and one-half (1 1/2) hour's pay if the office where the employee is required to report is located outside of the municipality or city where the employee resides. To qualify for payment, the employee must submit a copy of the completed police report to the Employer.

6.03 Reporting for Other Employer Business

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

6.04 Call-Ins

If employees are called in by the Employer outside their normal working hours, for an interview for any purpose other than completing an Accident Report, they shall be paid at straight-time rates for the time of such interview. A minimum payment of one hour shall apply. The Employer agrees to be flexible in the times that a call-in is scheduled and will, as far as it is practicable, accommodate Employees' reasonable requests for appointment times to deal with legitimate employer/employee business. The Employer reserves the right to schedule appointments at its convenience where the circumstances of the business require.

7.00 DISCIPLINARY ACTION

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

7.01 Other Employment

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

7.02 Complaints to be in Writing

Complaints that lead to suspension or dismissal must be in writing. The Company agrees to provide a copy of the complaint(s) to the Union following the decision to suspend or dismiss.

7.03 Employee Records

No disciplinary notation will be entered into an employee's record without the concerned employee being so advised in writing. **A disciplinary notation that is not placed on an employee's record and not copied to the Union will not be relied upon for any proceedings as described in Article 'G' 3.00.**

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

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

7.04 Video Evidence

Where video evidence exists and is relied upon for discipline, Full Time Union Officers or their designate, Union Property Representatives or Chief Job Stewards will be afforded an opportunity to review the video evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Company

has allowed the employee to view the video. Such representatives may advise the employee of the level of seriousness of the incident, but may not reveal to the employee any details about the content of the video.

8.00 VACANCIES, PROMOTION & LAY-OFFS

8.01 Job Vacancies

When job vacancies occur, they shall be posted on bulletin boards in order that employees may apply. Subject to any limitations contained elsewhere in this Agreement, all vacancies will be bulletined throughout the organization. The foregoing does not apply to temporary positions in the Facilities Maintenance Department as provided for in 'G' 17.00. When vacancies are being filled in Maintenance or SeaBus, preference shall be given to employees in these departments who are qualified in the type of work applied for either by training or experience. Promotion will be governed by proficiency and seniority and in the case of all job vacancies the Employer shall have the right to final selection.

When a CMBC employee moves into a higher paid position covered by this Agreement, they will receive the wage rate outlined in the Wage Schedule of the Collective Agreement closest to, but not less than, the wage rate they earned in their previous position.

8.02 Section Seniority

Section seniority is not transferable between Locals 111 and 2200 for the purpose of 'G' 8.01.

8.03 Promotion Date

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

8.04 Lay-off and Recall

In this subsection:

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

"Section" means the Operations, Maintenance, or SeaBus sections of Coast Mountain Bus Company Ltd.

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

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

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

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

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

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

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

8.04.4 The provisions of 'G' 8.04.3 above do not apply where the employee elects to exercise bumping as provided in 'G' 8.04.5 and 'G' 8.04.6 below.

8.04.5 Bumping Rights

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

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

8.04.6 An employee displaced by bumping shall, in turn, have the right to bump a junior employee, subject to the provisions of 'G' 8.04.5 above.

8.04.7 Employees who decline a vacancy in their section or who do not elect or who are unable to bump and are laid off shall be eligible by their choice for either severance pay in accordance with the schedule in 'G' 8.04.9 below or recall seniority.

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

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

SCHEDULE

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

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

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

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

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

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

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

8.05 Seniority

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

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

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

8.05.3 Employees who have lost their seniority under 'G' 8.05.2 above may return to a position within the bargaining unit where there is a vacancy for which there is no one on the recall list who is qualified to perform the work of the vacant position. Employees who require familiarization, but who are otherwise qualified, will be deemed to be qualified.

8.05.4 Operators Transferring to Maintenance

Operators who transfer to Maintenance and who wish to return to Operations may, with a minimum notice of two weeks, apply in writing for a vacancy. This Article does not apply to Operators who are on rehabilitation assignments.

9.00 ANNUAL VACATIONS

9.01 Definitions

“Year” shall mean calendar year; the “vacation year” shall include all weeks beginning within the calendar year except as otherwise provided in this Article. The vacation year shall always start on the first Monday of the calendar year, unless that Monday is the first in January, in which case the vacation year shall start on the second Monday in January for that year only. "Day" shall mean working day; "service" shall mean an accredited service with the Employer which is the total of all periods of service as an employee of the Employer or predecessor companies in positions which were dedicated to transit functions. This amendment only applies to employees entering the service of the Employer after March 31, 1987.

9.02 Vacation Entitlements

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

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

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

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

9.03 Calculation of Vacation Pay

9.03.1 General Rule

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

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

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

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

9.03.2 On Termination

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

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

9.03.3 Part-Time Employees

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

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

9.04 Proration of Annual Vacation Entitlement Because of Absences

Annual Vacation entitlement will not be reduced unless an employee who is absent for a period exceeding two (2) years on long-term disability or WorkSafeBC Compensable Injury is deemed totally disabled and does not return to work.

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

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

9.05 Vacation, Statutory Holiday Block, and Sick Leave

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

In order to qualify for sickness protection benefits in addition to vacation pay or pay for a period of banked statutory holidays, employees must present a medical certificate on the prescribed form available from the Employer Human Resources Department.

9.06 Vacation Banking

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

- (1) employees with four (4) weeks vacation entitlement may bank up to two (2) weeks of vacation per year up to a maximum of four (4) weeks.
- (2) employees with five (5) or more weeks vacation entitlement may bank up to two (2) weeks of vacation per year to be placed in either a “vacation bank” or a “retirement bank”. The maximum number of weeks in the “vacation bank” is six (6) weeks. The maximum number of weeks in the “retirement bank” is **ten (10)** weeks, and these may only be accessed immediately prior to the employee’s retirement date in time off, or, as a payout at retirement.

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

9.06.3 With the exception of the “retirement bank” described in G 9.06.1, employees cannot bank annual vacation in the same year that banked annual vacation will be taken off.

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

9.06.5 Only two (2) banked weeks may be taken in prime time.

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

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

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

10.00 STATUTORY HOLIDAYS

10.01 Definition of Statutory Holidays

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

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

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

10.02 Payment for Statutory Holidays

10.02.1 Eligibility for Payment

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

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

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

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

10.02.2 Method of Payment

In the case of Operators, any payment for banked Statutory Holidays will be made when the holidays are taken. Except as provided in this Article, employees eligible for Statutory Holiday pay will receive it in the pay period in which the Statutory Holiday actually occurs. Operators shall be paid at the wage rate prevailing on the date of the Statutory Holiday.

10.02.3 Sleeper on Statutory Holiday

The parties agree that an Operator who is a sleeper on a statutory holiday and who reports for work and who makes every reasonable effort to obtain work shall receive Statutory Holiday pay.

10.03 Banking Statutory Holidays

10.03.1 Transit Operators

Operators may elect to bank Statutory Holidays by seniority sign-up in blocks of either five days or ten days. The Employer shall determine the Statutory Holiday blocks to be made available in each sign-up. If, when taking the time off as signed, the employee has not earned all of the Statutory Holidays, the employee may take the time off without pay, or may work on the Spareboard as Junior Extra with guarantee, or may access his or her Banked Overtime. If such employees elect not to bank Statutory Holidays, they shall nevertheless be required to work any holiday scheduled as a work day in accordance with Article 'G' 10.04 and they shall not receive another day off in lieu.

10.03.2 Other Employees Working Statutory Holidays

An employee, other than employees referred to in 'G' 10.03.1 above, may elect to bank any Statutory Holidays worked and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event, the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

10.03.3 Statutory Holidays and Annual Vacation

Employees, other than those referred to in 'G' 10.03.1 above, may elect to bank any Statutory Holiday which falls in their regularly scheduled Annual Vacation period and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event, the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

10.03.4 Other Employees Not Working Statutory Holidays

Employees other than those referred to in 'G' 10.03.1 above, may elect to bank up to five (5) Statutory Holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the Statutory Holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days. In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the Statutory Holiday worked and wherever possible will be tied to the employee's regular days off or annual vacation.

10.03.5 Blocking

Employees exercising banking rights under 'G' 10.03.2 and 'G' 10.03.3 above may block Statutory Holiday lieu days in groups of five (5) days or less subject to staffing requirements as determined by the Employer and wherever possible will be tied to the employee's regular days off or annual vacation.

10.03.6 Payment

Payment for employees covered under 'G' 10.03.2, 10.03.3, and 10.03.4 above will be at the wage rate prevailing for the employee's job classification on the date the banked Statutory Holiday(s) are taken.

Employees who fail to exercise the provisions of 'G' 10.03.2, 10.03.3, and 10.03.4 within the prescribed time limits expressed therein shall forfeit the banked time portion and receive the banked pay portion forthwith.

10.03.7 Restricted Period

Banked days as provided for in 'G' 10.03.1 can only be scheduled off outside the prime periods.

- (1) 3rd Monday in June through the Sunday following Labour Day.
- (2) The two weeks that contain Christmas and New Years' Day.
- (3) The one week of the Public School Spring Break.

10.03.8 Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to 'G' 10.03.2, 3, 4, 5, 6, and 7.

10.03.9 Notwithstanding all of the above, employees who, as of March 7,1985, have in excess of ten (10) days banked may not bank any additional days until the number of days in their bank has fallen below ten.

10.04 Working on a Statutory Holiday

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

Time Worked	Rate of Pay (Times regular rate)
Up to 9 1/2 hours	150%
After 9 1/2 hours	200%

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

The Employer will give three (3) days' notice to those employees who will not be required to work on a Statutory Holiday. Those who voluntarily place themselves on the draw list must be notified by 14:00 hours the day prior to the holiday. Employees will be permitted to access their Banked Overtime or Random Annual Vacation to cover the time off.

11.00 LEAVE OF ABSENCE

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

"Days" means calendar days.

11.01 Application and Approval for Leave of Absence

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

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

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

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

11.02 Length of Leave of Absence

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

Employee's Length of Service	Maximum Total Length of Leave in a Calendar Year
Up to 1 year	14 days
1 to 5 years	3 months
More than 5 years	6 months

Requests for leaves of absence from employees who are verified volunteer emergency responders (eg. Firefighters or Search and Rescue) where the request is for the purpose of engaging in such activities, will not be unreasonably denied.

11.02.2 Driver's Licence Suspension

A leave of absence may be granted at the sole discretion of the Employer to cover the term of suspension of an employee's driver's licence **and/or imposition of an ignition interlock device**

with due regard for an employee's length of service and record of performance on the job. **An Employee involved in** more than one (1) such **offence** during their term of employment with the Employer will be deemed to be terminated for cause. If a licence suspension is overturned by a decision of a court, the employees shall be reinstated with full seniority but the Employer shall not be required to compensate the employees for wages and/or benefits lost during the period they were off of work as a result of the initial licence suspension.

The Parties agree that, on a one-time basis, a leave of absence for **up to 3 days for a driver's** licence suspension shall not be considered the leave of absence referred to in this Article.

11.02.3 Family Responsibility Leave

In accordance with Section 52 of the *Employment Standards Act*, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any other member of the employee's immediate family. Where an employee qualifies for Family Responsibility Leave and the employee has Banked Overtime, the employee may access Banked Overtime for the day(s) in question.

11.03 Bereavement Leave

- (a) In the event of a death of a spouse (including common-law and same sex), child, stepchild, mother, stepmother, father or stepfather employees working a five (5) day workweek shall be granted up to five (5) days with pay, and employees working a four (4) day workweek shall be granted up to four (4) days with pay. Bereavement leave of up to three (3) days with pay shall be granted in the event of a death of a sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or legal guardian. The Employer 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.

11.03.1 For the purposes of this Article, "immediate family" shall be limited to the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, or stepchild. For the purposes of bereavement leave, a same sex partner will be considered a spouse.

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

11.03.3 In the event of the death of an employee's mother, father, daughter or son, the employees shall be granted a leave of absence with pay of one day if they are unable to attend the funeral.

11.04 Pregnancy and Parental Leave

11.04.1 Pregnancy Leave

- (a) A pregnant employee who requests leave is entitled to up to 17 weeks of unpaid leave
 - (1) beginning
 - (i) no earlier than 11 weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (2) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must:
 - (1) be given in writing to the Employer by submitting a medical certificate (Form M-627) completed by her physician and sent to the Occupational Health Nurse as soon as the condition is known, and
 - (2) be given to the Employer at least 4 weeks before the day the employee proposes to begin leave.
- (e) A request for a shorter period under subsection (a) (2) (i) must:
 - (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

11.04.2 Pregnancy Leave Supplemental Unemployment Benefit (SUB) Plan

(Formerly LOU #20)

The objective of the SUB Plan is to supplement the Employment Insurance benefits received by Regular employees with a minimum of one (1) year of service, who are on approved pregnancy leave pursuant to Article 11.04.1 of the Collective Agreement and who have given birth.

1. The SUB Plan will come into effect thirty (30) days after the date compliance authorization for the SUB Plan is received from Human Resources Development Canada (HRDC). It will remain in effect until the expiration date of this Collective Agreement.

2. Eligible employees will be paid a maximum of six weeks of top-up benefits under the SUB Plan.
3. The top-up shall be to 100% of regular earnings. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under the SUB Plan.
4. The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
5. The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
6. Regular earnings for purposes of this LOU are defined as the employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
7. The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time off entitlements.
8. Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the Company top-up retroactively.
9. The Pregnancy Leave SUB Plan will not reimburse employees for any EI "clawbacks".
10. Employees do not have a right to SUB Plan benefits except for supplementation of Pregnancy leave benefits under the Employment Insurance Act.
11. The Company will inform Human Resources Development Canada (HRDC) of any changes in the SUB Plan within thirty (30) days of the effective date of the change.

11.04.3 Parental Leave

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

- (3) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - (4) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must
- (1) be given in writing to the Employer,
 - (2) if the request is for leave under subsection (a), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
 - (3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under the pregnancy leave provisions and the parental leave provisions is limited to 52 weeks plus any additional leave the employee is entitled to under Article 'G' 11.04.1 (c) or subsection (b) of this section.

11.04.4 Employees desiring to return to regular employment following Pregnancy and/or Parental leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the Pregnancy and/or Parental leave, unless a shorter notice is mutually agreed.

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

11.04.6 The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's Pregnancy and/or Parental leave unless the employee is absent for a period exceeding the permitted leave.

11.04.7 The Employer will continue to pay the employer's portion of the employee's benefit premiums while the employee is on Pregnancy and/or Parental leave.

11.05 Paternity Leave

An employee will be granted three days parental leave of absence when the employee's spouse gives birth or when the couple adopts a child. The employee will be compensated at the employee's regular straight-time hourly rate for the hours lost from regular work.

12.00 WAGE PROTECTION PLAN

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

Pre-Existing Condition

A new employee shall not be entitled to long term disability benefits if his/her disability resulted from a medical condition for which medical treatment, service, or supplies were received in the 120 day period prior to the date of hire, unless he/she has completed 18 consecutive months of service after the date of hire, during which time he/she has not been absent from work due to the pre-existing condition. The total period of disability benefit coverage exclusion will not exceed the allowable maximum stated in the *Insurance Act* of British Columbia.

12.01 Definitions

"Year" shall mean calendar year.

"Day" shall mean a normally scheduled working day.

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

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

12.02 Short Term Disability Plan

The Employer agrees to provide a Short Term Disability Plan which will provide a benefit payable for employee absences arising from non-occupational injury or illness. Employees shall be eligible for benefits for such absences up to seventeen (17) weeks in duration. **Employees over age 65 will be eligible for Short Term Disability benefits.** The subrogation of claim benefits where there is third party liability will be subject to the terms in the Plan Document. **The administration of this benefit will be in accordance with the Letter of Understanding signed between the Parties and dated May 28, 1987, and the Plan Document mutually agreed to by the Union and BC Transit (now Coast Mountain Bus Company Ltd.).**

For eligible employees benefits will be paid on the following basis:

- (a) On the first absence in a calendar year arising from non-occupational injury or illness, eligible employees will be entitled to a benefit equivalent to 100% of their regular daily earnings for the first eight (8) weeks of such absence, and to a benefit of 85% of their regular daily earnings from the ninth to the end of the seventeenth week of such absence. Medical certification of illness or injury will be a condition for receipt of short term disability from the 4th day of disability as set out in the foregoing. If the employee is

absent less than three days in the first absence in the calendar year arising from non-occupational injury or illness, the following will apply:

- (i) if the employee was absent for one day only, then he/she will be entitled to carry forward two days for use in the first three days of the third absence in the same calendar year.
 - (ii) if the employee was absent for two days, then he/she will be entitled to carry forward one day for use in the first three days of the third absence in the same calendar year.
- (b) On the second absence in a calendar year arising from non-occupational injury or illness, eligible employees will be entitled to a benefit equivalent to 96% of their regular daily earnings for the first three days of such absence, 100% of their regular daily earnings from the fourth day of absence to the end of the eighth week of absence, and 85% of their regular daily earnings from the ninth to the end of the seventeenth week of such absence. Medical certification of illness or injury will be a condition for receipt of short term disability from the 4th day of disability as set out in the foregoing. If the employee is absent less than three days in the second absence in the calendar year arising from non-occupational injury or illness, the following will apply:
- (i) if the employee was absent for one day only, then he/she will be entitled to carry forward two days at 96% for use in the first three days of the third absence in the same calendar year.
 - (ii) if the employee was absent for two days, then he/she will be entitled to carry forward one day at 96% for use on the third absence in the same calendar year.

Notwithstanding (a) and (b) above, in no case shall the total days carried forward for use in the first three days of the third absence exceed three days total.

- (c) On the third and subsequent absences in a calendar year arising from non-occupational injury or illness, eligible employees will be entitled to a benefit equivalent to 100% of their regular daily earnings commencing on the fourth day of absence (employees carrying forward days as set out in (a) or (b) above must apply those absences to the third absence in the calendar year), and payable until the end of the eighth week of such absence, and a benefit equivalent to 85% of their regular daily earnings payable from the ninth week of such absence until the end of the seventeenth week of such absence. Medical certification of illness or injury will be a condition for receipt of short term disability from the 4th day of disability as set out in the foregoing.

Notwithstanding the above paragraph, where, on the first three days of the third and subsequent absences by employees in any calendar year arising from non-occupational injury or illness, employees who are admitted to an acute care hospital, or are receiving chemotherapy, radiation treatment or dialysis, will be entitled to a benefit of 100% of their regular daily earnings payable

from the date on which the employees were admitted to hospital or commenced the above mentioned treatment.

The full cost of this benefit shall be paid by the Employer. The administration of this benefit will be in accordance with the Letter of Understanding signed between the Parties and dated May 28, 1987, and the Plan Document mutually agreed to by the Union and BC Transit (now Coast Mountain Bus Company Ltd.).

12.03 Long Term Disability Plan

There will be a Long Term Disability Plan which will provide a benefit of 50% of regular daily earnings at the commencement of disability, payable upon the completion of seventeen (17) weeks of absence due to non-occupational illness or injury. The cost of this benefit will be borne in total by the employee members of the Plan. Membership in this benefit plan shall be a condition of employment for all regular employees who have completed three months of continuous employment. **Coverage will cease for an employee who attains age 65, less the qualifying period, in which case, the employee's coverage will cease at the end of the month coincident with or immediately following the date the employee attains such age.** The administration of this benefit will be in accordance with the Letter of Understanding signed between the Parties and dated May 28, 1987, and the Plan Document mutually agreed to by the Union and BC Transit (now Coast Mountain Bus Company Ltd.).

12.03.1 Definition – Totally Disabled Employee

For the first 24 months of absence, an employee is totally disabled when he/she is wholly and continuously disabled due to illness or bodily injury and, as a result, is not physically or mentally fit to perform the essential duties of his/her normal occupation.

Thereafter, an employee is totally disabled provided he/she is wholly and continuously disabled due to illness or bodily injury and, as a result, is not physically or mentally fit to perform the essential duties of:

- (a) His/her normal occupation; and
- (b) Any other occupation, jobs, or work:
 - (i) For which he/she is, or becomes, qualified by his/her education, training or experience, considered collectively or separately; and
 - (ii) For which the current monthly earnings are 70% or more of the current monthly earnings for the employee's normal occupation.

The availability of such occupation, jobs, or work will not be considered in assessing the employee's disability.

12.03.2 Cessation of LTD Coverage for Disabled Employees

(Formerly LOU #71)

The Parties agree that the provisions of the LTD plan will remain unchanged with the exception of the following: coverage for disabled employees will cease when the employee reaches at least age 55 and has accrued 35 years of pensionable service (full pension entitlement) and has been disabled and in receipt of benefits up to the end of the two year "own occupation" period.

12.03.3 Benefit Arrears owed while on Disability

Employees receiving any disability benefits are responsible for the employee portion of all benefit premiums, including Pension. The Pay Department will provide a notification to employees who have been in receipt of STD benefits for more than 30 calendar days, specifying:

- a. that the benefit premiums are accruing;**
- b. information about how monthly payments need to be made; and**
- c. requiring them to remain up-to-date with payments.**

In cases where the amounts owed exceed \$1,000, the Pay Department will advise the Union and the Employee to ensure the Employee understands the repayment plan.

12.03.4 Early Retirement/LTD "Top-Up"

(formerly LOU #53)

The Parties **have established** a voluntary early retirement/long-term disability "top-up" program to provide a monetary incentive for those who are totally disabled and who are sixty (60) years of age or older. The source of these funds will be the CAW/LTD reserves. The program will be designed, implemented and monitored by the Trustees of the **Transit Employees' Health and Benefit Trust**.

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

12.04 Medical Certification

(Addition of LOU #4)

Confidentiality of Medical Information – all personal medical information required or provided pursuant to this Plan shall be made available only to the carrier administering the Plan and to the Employer's Occupational Health Group.

The cost of any medical forms required under the above Plans shall be borne by the Employer.

The Employer will notify the Union in writing of any changes in the members of the Occupational Health Group.

The Employer agrees that Medical information shall be treated in strict confidence and shall remain confidential and in the hands (files) of the Occupational Health Group.

Further, that Management shall not have access to these same confidential medical files for any reason, nor shall management require, or be provided with, any information in those files. Members of the Occupational Health Group will sign a document acknowledging their obligation to comply with this Article. Where it is in the best interests of the employee, and where it will assist the Company to make informed decisions, the Union will encourage the employee to disclose the medical information to particular members of the Company. The information shall be treated in strict confidence and will be administered in compliance with the Freedom of Information and Protection of Privacy Act.

Benefit claims, including medical records, shall be processed by clerical and administrative staff working in the Human Resources Department. Processing shall include opening of claims, photocopying of claims and filing of claims in the Occupational Health Group's office files and mailing the claim to our insurance carrier. All benefit claim information shall be treated in strict confidence by them and they shall have no authority to deal with the substance of the medical information nor shall they be allowed to provide this information or material to anyone else at Coast Mountain Bus Company Ltd.

12.04.1 The Employer will pay the cost of mandatory medical examinations for employees who are required to hold a valid Class 1, 2, 3 or 4 driver's licence necessary to perform their job.

12.05 Severance Pay

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

12.06 Welfare Plans Committee

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

12.07 Disputed WorkSafeBC Claims

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

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

12.07.3 WorkSafeBC Payments

Employees on **WorkSafeBC Injury Compensation** will be paid an advance equal to **the lesser of** their base hours (i.e. seven and one-half [7 1/2] in the case of Operators) times their hourly rate times sixty-eight percent (68%) **or the WorkSafeBC maximum** for each day the employees are off on **WorkSafeBC Injury Compensation**. The advance will be paid on their regular pay cheques.

Payments from the **WorkSafeBC (WSCB)** will then be paid directly to the Employer. If the **WSCB** reassesses the employees' wage loss compensation, the Employer will change the amount of the advance accordingly.

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

Amounts will be recovered:

1. in not more than ten (10) consecutive pay periods, except as provided in (3) below; and
2. in relatively equal payments, at no less than \$100 per payment, unless the outstanding balance to be repaid is less than \$100, in which case the entire amount will be recovered in one payment; and
3. **In cases where the amounts owed exceed \$1,000, the Pay Department will advise the Union and the Employee to ensure the Employee understands the repayment plan; and**
4. in cases where the amount to be recovered on one single pay cheque exceeds 50% of the employee's regular net pay*, the amount recovered per cheque will be adjusted to 50% of the employee's regular net pay and the number of pay periods over which the amount is recovered will be extended beyond ten (10) to the number of pay periods required to recover the entire amount of the advance; and
5. in cases where the above arrangement would create extreme economic hardship for the employee, the Employer and the Union will meet to discuss alternate payment arrangements.

(*Regular net pay is defined as gross pay less statutory and mandatory deductions.)

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

13.00 MEDICAL, DENTAL, AND LIFE INSURANCE

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

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

13.01 Basic Medical Coverage

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

13.02 Extended Health Benefits

The supplementary Plan shall provide additional health benefits equivalent to the standard Pacific Blue Cross Extended Health Care Plan as it exists at the date of signing of this Agreement.

The benefits shall include:

- (a) Lifetime maximum benefit of \$1,000,000.00.
- (b) Eyeglass and Laser Eye Surgery coverage at \$400.00 per covered member renewable every twenty four (24) months, to be used either for Eyeglasses or Laser Eye Surgery. **Additionally, the Employee may use this coverage for routine eye examinations that are performed by a Physician or Optometrist. This coverage is** subject to appropriate deductible and co-insurance provisions (includes prescription sunglasses and contact lenses).
- (c) Hearing aid coverage at \$1,000 maximum for each ear, renewable **every** five (5) years, subject to deductible and co-insurance provisions. Expenses for repairs and maintenance of hearing aids, and expenses for batteries, recharging devices, or other such accessories are eligible under this provision.

The drug reimbursement provisions of the extended health plan will be limited to drugs covered by Pharmacare using Lower Cost Alternative and Reference Based Pricing except where the employee's physician confirms in writing that there is a specific medical requirement to justify the need for a particular brand name drug.

The **Employer** will also provide free annual hearing testing for transit operators on a voluntary basis, and reimbursement of up to \$100 every five years for hearing protection approved by WSBC and the Motor Vehicle Branch.

(d) Psychological counselling from a registered psychologist at a \$500.00 maximum annually for each employee and eligible dependents.

(e) **Practitioners**

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding xrays (unless indicated below), appliances and tray fees. The services of a speech language pathologist and private duty nurse require referral by a Physician.

- i. **acupuncturist \$100**
- ii. **chiropractor \$200**
- iii. **massage practitioner..... no calendar year limit**
- iv. **naturopath \$200**
- v. **physiotherapist no calendar year limit**
- vi. **podiatrist \$200**
- vii. **psychologist \$500**
- viii. **speech language pathologist \$100**
- ix. **private duty care by a registered nurse for a person with an acute condition in the person’s home or in a hospital in the patient’s province of residence.**

For all the details of extended health benefits, consult the Employee Benefits Booklet provided by the Extended Health Benefits Provider, or under the “My Job” and “Benefits” tabs on the myCMBC portal.

13.03 Dental Plan

The Employer will provide a dental plan for all eligible regular employees covered by this Agreement. Coverage for all new regular employees shall commence on the first day of the next month following two (2) full calendar months of employment. The benefit plan will be equivalent to that offered by Pacific Blue Cross in Plan A (90% co-insurance) Plan B (70% co-insurance) and Plan C (50% co-insurance) with a lifetime limit of \$5000.00 per person covered by the Plan).

13.04 Dental Plan - Retired Employees

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

13.05 Group Life Insurance

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

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

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

13.06 Voluntary Group Life Insurance

Voluntary Group Life Insurance will be made available in units of \$10,000 to a maximum of **\$200,000** per employee. Spousal coverage will also be made available provided that the amount of coverage purchased does not exceed the amount purchased for the employee. Evidence of insurability satisfactory to the carrier must be provided for:

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

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

13.07 LOA Without Pay for More than 15 Days in Any Calendar Month

Except as otherwise specifically provided for in this Agreement and except for a part-time officer of the Union absent on Union business pursuant to Articles 'G' 2.00, an employee working a five (5) day workweek on a leave of absence without pay for a period of fifteen (15) or more working days in any calendar month or an employee working a four (4) day workweek on a leave of absence without pay for a period of twelve (12) or more working days in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance Plans as outlined in Articles 'G' 13.01, 'G' 13.02, 'G' 13.03 and 'G' 13.05.

13.08 Travel Accident Insurance

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

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

13.09 CAW/BCT Health and Benefit Trustees

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

14.00 TRANSIT PASS

One free transit pass shall be granted to each employee and one free pass will be issued to a spouse or **eligible child**. **An eligible child is a child who is:**

- a) **under 21 years of age and financially dependent on the employee, or**
- b) **any age if unmarried, financially dependent and in full-time attendance at a recognized educational institution, or**
- c) **any unmarried disabled child of any age who is living with and is financially dependent on the employee and is incapable of self-sustaining employment.**

14.01 Penalty for Wrongful Use of Pass

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

14.02 Eligibility for Transit Pass Upon Retirement

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

15.00 SAFETY

15.01 Intent to Conduct a Safe Operation

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

Each department is to establish monthly meetings for the Safety Committee. Members of the Safety Committee shall be paid so that there will be no loss of earnings.

15.01.1 Union-Employer Health and Safety Committee

A Joint Health and Safety Committee shall meet every two months for the purpose of:

- (a) assisting in maintaining the overall objective of a safe working environment within the Employer; and
- (b) providing a means of communication between existing local safety committees; and
- (c) recommending action on items unresolved at local safety committees.

Membership of the Committee shall be one (1) Union representative from each Local and one (1) management representative from each of Operations and Maintenance. The Committee shall be chaired by a representative of the Employer's Loss Prevention Department, who shall not have voting privileges. The Secretary will be one of the Committee representatives from the Union. The Chair will ensure the typing and distribution of the minutes and other pertinent information in a timely fashion.

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

It is understood that the agenda for each meeting shall be fixed two weeks prior to the meeting and will be based on submissions to the Chair from Committee members. Non agenda items must be approved by a majority of the Committee members in order to be discussed at a meeting.

Union Committee members will be compensated for a day's wages at regular rates for attending at such meetings, and will not be expected to perform regular job duties on meeting days.

15.01.2 Central Maintenance Safety Committee

The Central Maintenance Safety Committee, consisting of one (1) Union representative and one (1) Management representative from Vancouver, Burnaby, Port Coquitlam, North Vancouver, Richmond, and Surrey Garages and Fleet Overhaul shall meet three times annually to discuss and make recommendations on issues of mutual concern. The committee will conduct its business with the Terms of Reference set out in Appendix A. With respect to SeaBus participation, see Article 'S' 3.01.2.

The Union's Health and Safety Officer may attend local Health and Safety meetings upon mutual agreement between the Union and the Director, Fleet Management and in such cases the Employer will pay the Health and Safety Officer's regular wages while attending such meetings.

15.02 Safety Shoes - Cost Sharing

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

- (i) to an amount not exceeding \$150.00 in a calendar year.

- (ii) to an amount not exceeding \$300.00 per two year period. The acceptable alternative is the purchase of one pair of heavy (winter) and one pair of light (summer) safety footwear per two year period.

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

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

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

15.03 First Aid Allowances

Transit Operators possessing a Level 2 or 3 first aid certificate will continue to receive the premium for non-designated employees provided below.

Schedule

Non-designated employees authorized to receive First Aid Allowances.

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

15.03.1 When an employee is required to remain on site during their unpaid one half hour meal period in order to provide first aid coverage, they will receive a straight time allowance for the duration of the meal period.

In the event this employee must apply first aid during the unpaid one half-hour meal period they will receive a 200% allowance for the duration of the meal period.

The allowance will only apply to those employees who hold level two or level three first aid certificates.

16.00 PAYMENT OF WAGES

Employees hired before March 31, 2007, shall be paid every two weeks by cheque on every other Friday or on the preceding working day when a pay day falls on a holiday. Employees hired after March 31, 2007 shall be paid every two weeks by direct deposit on every other Friday or on the preceding working day when a pay day falls on a holiday. Where special circumstances warrant, the Company will make payment by cheque for a reasonable period of time. Adjustment of a pay shortage of one full day's pay or more can be covered by a pay advance made by interim cheque at the request of the employee.

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

16.01 Issuing Pay Cheques - Shift Workers

Employees on evening shifts shall upon request be issued pay cheques from 15:00 of the day preceding pay day and on pay day when the depot office opens.

17.00 TEMPORARY EMPLOYMENT

The Company agrees to utilize the Full Time Relief Workers position agreed to in LOU 14 where practicable, prior to hiring temporary employees as set out below.

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

This provision will only apply to employees in SeaBus Operation, SeaBus Engineering and Facilities Maintenance and excludes all summer and vacation relief employees.

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

17.01.1 Leave of Absence for Temporary Employees

Temporary employees shall be allowed up to a three (3) week leave of absence without pay at a mutually agreeable time after one year of service.

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

17.03 This Article shall not apply to those temporary employees employed under the provisions of Article 'S' 1.02 of this Agreement.

18.00 TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

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

19.00 TIME SLIPS

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

20.00 SPECIFIC MATTERS OF AGREEMENT

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

Part 'O'	Operations
Part 'M'	Maintenance
Part 'S'	SeaBus
Appendix 'C'	Community Transit Service Operations

21.00 INTERPRETATION OF AGREEMENT

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

22.00 PENSION PLAN

All employees who are required to contribute under the Public Pension Service Plan rules will be required to do so as a condition of employment.

The annual report of the Auditor, the annual report of the Public Service Pension Board of Trustees, and the triennial report of the Actuary under the Public Service Pension Plan Joint Trust Agreement shall be forwarded to the Union as soon as possible after they are received by the Employer.

No recommendation will be made by the Employer to the Public Service Pension Board of Trustees with regard to amendment of the Public Service Pension Plan Rules until the Union has been consulted by the Employer and has been given a period of four weeks to make representations to the Employer.

All eligible employees shall receive an annual Member Benefit Statement prepared by the Pension Corporation detailing all pension and other benefits available from the Public Service Pension Plan.

23.00 VIOLENCE IN THE WORKPLACE

There shall be a Violence in the Workplace Committee.

1. Objective
The objective of the Committee is to eliminate or minimize the risk to workers, from violence in the workplace.
2. Committee Membership
The composition of the Violence in the Workplace Committee will be composed as follows:

- Security Manager (Committee Co-Chair)
- Manager Corporate Safety
- Six transit operators* (One from each Transit Centre)
- One Member from the Union Executive (Committee Co-Chair)
- One Seabus employee*
- One Management Representative from Service Delivery
- Assault Analysis & Prevention Specialist
- Union Executive and Senior Management may attend, as required, however, Management representation will not exceed Union representation.

*designated by the union

The Company and the Union will each have the right to send a representative from the Maintenance Department to the Violence in the Workplace Committee meetings when there is an item relating to Maintenance employees on the agenda.

Meetings will be held on a bi-monthly basis. When not possible for any person to attend, an alternate will be designated. Committee members designated by the Union will be paid at straight time wages by the Employer.

3. Scope of the Committee

The Committee will make recommendations for the development and implementation of policies and procedures to prevent violence in the workplace.

Such recommendations will set out procedures to prevent violence, review of incidents of violence, ensure appropriate support programs are used effectively and any other reasonable steps that will assist in the prevention of violence to employees.

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

4. The Parties agree to establish a Sub-Committee comprised of two (2) members from CMBC Management and two (2) members from the Union that will meet between the bi-monthly VIW Committee meeting on an as required basis. The Sub-Committee will work in support of and report to the full VIW Committee on issues requiring research, investigation, or action as recommended or directed by the VIW Committee.

23.01 Conflict Resolution Training

Employees requesting Conflict Resolution Training will be granted access to this training internally in accordance with available resources.

24.00 PROTECTION FROM LEGISLATIVE CHANGES

During the term of this Collective Agreement should changes in legislation occur, the Company and the Union will review the changes.

25.00 UNION EDUCATION LEAVE

The Company will pay into a special fund two cents (2¢) per hour worked per employee represented by the CAW for the purpose of providing Paid Education Leave. Said monies will be paid by the Company on a monthly basis and within thirty (30) calendar days following the end of each month, into a trust fund established by the CAW for this purpose, and will be made payable and remitted to the following:

**CAW Paid Education Leave Training Fund
CAW Canada
205 Placer Court
Willowdale, Ontario M2H 3H9**

PART 'O'
OPERATIONS

1.00 HOURS OF WORK

1.00 Definition of Conventional Transit Service

Conventional Transit Service is all service operated using vehicles that require a Class 2 licence.

1.01 Work Day and Work Week

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

1.02 Definition of Runs

1.02.1 Lower Mainland Operations

Day Run: any regular run finishing at or before 18:59.
Night Run: any regular run finishing on or after 19:00.
Block Run: shall be classed as a regular run.

1.02.2 Index Run

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

1.02.3 Definition of Straights

A "straight" run is one that:

- is assigned to one (1) Operator;
- is approximately 7 ½ hours of scheduled work time (but can be more or less); and
- is made up of one (1) or more pieces of work that are separated by 30 minutes or less of unpaid time, including travel time, in total.

2.00 ASSIGNMENT OF WORK

When errors in the sheets occur on consolidated or local sign-ups, the employees will continue to sign the sheets as posted without interruption. The parties will agree on a process to address, without restarting the sign-up, the interests of operators who were affected by the error. Failing agreement on this process, the issue will be referred to an agreed third party for a binding decision. This decision shall be rendered before the sheets are put into effect.

2.01 Sign-up

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

On all Lower Mainland Operations' sign-ups, Operators will not be required to sign up before 08:00 or after 17:30 except for the first two days of any sign-up, which may be signed until 20:30, except in the case of unforeseen difficulties (weather conditions, traffic tie-ups, or shut down of sign-up due to mistakes on the sheets or tampering of the sheets) the Employer will complete the day's allocated sign-up.

2.01.1 Vacation Relief Periods

Vacation relief periods will be considered as regular work assignments if an Operator is able to sign two-thirds (2/3) of the available holiday blocks of the sheet for Operators on vacation.

2.01.2 Sign-up Relief

Sign-up reliefs will be scheduled to provide the Operator signing up with twenty (20) minutes, at the Depot prior to their designated sign-up time, **unless during the sign-up there are eight or more sheets to sign. If there are eight or more sheets to sign, Operators signing up will be provided thirty (30) minutes prior to their designated sign-up time.**

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

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

Operators who sign up and hold sign-up for reliefs on special sheets designated and so marked for sign-up reliefs, will be paid as though the relief occurred at the point of sign-up back to the point of sign-up. (To be included within the two hour minimum.) The Employer will designate the relief point. All sign-up reliefs must be on the sign-up relief sheet.

2.01.3 Holding List

- a. The Employer will maintain a Holding List and Operators may have their names added to the list for the Operating Centre(s) of their choice at any time.
- b. Operations vacancies at a Centre will be filled from the Holding List by seniority.
- c. Operators placing their names on the Holding List will be committed to transfer at any time that the Employer determines that a vacancy must be filled.
- d. Operators may remove their name from the Holding List at any time prior to their name being called to cover such a vacancy. When the Holding List is exhausted, the Company will post for volunteers. If there are no volunteers, the least senior Operator(s) on the Spareboard at VTC will fill the vacancies.

- e. If the Holding List is exhausted, the most junior Operators will be given notice of transfer in time to participate in the next local sign-up of the new Centre in their own seniority. Operators given notice under 'O' 2.01.3(e) will be transferred effective the first day of the new sheet.
- f. In the case of a surplus at a Centre, the Employer may transfer senior Operators on the Holding List at any time. When the Holding List is exhausted the most junior Operator(s) may be given notice of transfer. The notice will be issued in time to participate in the next local sign-up of the new Centre in their own seniority. Operators given notice under 'O' 2.01.3(f) will be transferred effective the first day of the new sheet.
- g. Operators who transfer between sign-ups will be placed on the Spareboard in their own seniority.
- h. The Holding List will expire immediately before and be re-signed at each consolidated sign-up.

2.01.4 Less Than Ten Working Days in any Pay Period

At the request of the Operators and provided such request is made no later than 14:30 on the day prior to the commencement of the pay period in question, Operators, who by virtue of the sign-up do not have ten (10) working days in any pay period affected by such sign-up, will be permitted to access their Banked Overtime, Random Annual Vacation, or will be permitted to work the Spareboard on their assigned days off in the affected pay period as regular Spareboard Operators and will be governed by the Spareboard Rules and guarantees for those days. Such days will be regarded as regular scheduled work days.

2.01.5 More Than Ten Working Days in any Pay Period

At the request of the Operator and provided such request is made no later than 14:30 on the day prior to the commencement of the pay period in question, an Operator, who by virtue of the sign-up has more than ten (10) working days in any pay period affected by such sign-up, will be allocated days off, with the days off to be determined. Such days off, once allocated, will be regarded as regular scheduled days off.

2.01.6 Operators Eligibility to Sign-Up

Operators who are determined to be permanently disabled or who have been off on LTD or WSBC for greater than six (6) months as a result of health or other reasons will not be eligible to sign up. If such Operators return, they will be placed on the Spareboard at the Operating Centre that they would have rated according to the Union for the balance of the current sheet, with days off that they would have rated according to the Union. Operators **who** present a Certificate from their doctor indicating a definite return date which will fall within the first three (3) weeks of a new sheet may sign up for that sheet.

2.01.7 Payment for Union Representatives at Sign-up

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

2.02 Running Sheets - Definition and Construction

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

2.02.1 Union Sheet Committee

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

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

Separate Sheet Committees, consisting of two (2) employees at North Vancouver, Port Coquitlam, Richmond and Surrey Operating Centres, three (3) employees at Burnaby Operating Centre, and four (4) employees at VTC will be appointed and the Employer and the Union shall share equally the straight-time wages of Union Sheet Committee representatives for time spent at sheet inspection.

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

Sheet Committees will be provided with such documents as are necessary to examine the composition of the running sheets for sign-up as per applicable Agreement Articles re: construction of running sheets. Discussion arising out of same to be confined to same.

The Employer will provide information on changes in new running sheets to the Sheet Committee one (1) week prior to sheet examination **and email the Union committee of any additional changes in new running sheets three (3) days prior to sheet examination.**

2.02.2 Running Sheets - Frequency

The Employer may introduce additional running sheets and may extend the period of a running sheet as required. It is intended that the Employer will post new running sheets for sign-up according to a frequency not fewer than four (4) new running sheets per year for each Operating Centre, including one (1) System Sign-up per year. No running sheets will be in force for a period longer than eighteen (18) weeks, plus the period to the Monday following the next pay break.

In the event a sign-up for unforeseen reasons becomes impossible, the Employer reserves the right to extend sheets by signed-up Operators continuing to work the runs they are signed on, placing Holiday Block Operators on the respective spareboards at the Operating Centres they are presently working out of and placing all holiday blocks not signed for on the respective spareboards.

2.02.3 Running Sheets - Changes

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

Where such changes alter the start time and/or the finish time of a signed up work by fifteen (15) minutes or less, the Operator's paddle will be amended and the Operator affected will be paid overtime rates for the actual time worked either prior to his originally scheduled start time or after his originally scheduled finish time for that work. Where such changes alter the start time and/or finish time of signed up work by more than fifteen (15) minutes aggregate, and the Operator affected voluntarily agrees to the change, the Operator affected will be paid an additional two (2) hours minimum.

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

If new runs are to be added during the life of the sheet in any Operating Centre, said runs shall be placed on the Spareboard of that Operating Centre for the life of that sheet. Additional Operators required for the Spareboard of the Operating Centre affected shall be acquired as per Article 'O' 2.01.3. An additional system seniority sign-up will occur (in substitute for a local sign-up) if Oakridge Transit Centre suffers a change of 5% of index runs (10% at other centres) providing such changes takes place during the first six (6) months of the system seniority sign-up. Such sign-up to be held as close to six months after the original system seniority sign-up as possible.

2.02.4 Length of Runs

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

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

Operators **who** take additional training when they transfer to other transit centres where they did not receive training or to train for new transit routes will be paid the applicable rate of pay as provided for in this Agreement.

Upon request from an employee, and where the Training Department recommends that additional training is required, the Employer shall determine when the employee will be scheduled for training purposes.

2.03 Spareboard

The Employer will determine the number of spareboard positions which Operators may elect to work instead of signing up for runs. The Employer will endeavour at all times to maintain a number of Operators on the Spareboard equal to not less than 8% of the number of Operators that will be required to sign on the properties for the new sheet. The Spareboard will be filled in seniority order and the least senior Operators who sign the Spareboard, in excess of the 8% minimum, may be required by the Employer to sign for any work assignments not signed at

completion of the regular sign-up described in Article 'O' 2.01. The method of determining the number of safe Spareboard positions will be based on 8% of the following, as required by the new sheet being signed:

1. Indexes
2. Day off blocks
3. Averaged Annual Vacation blocks

2.03.1 Spareboard Operators - Days Off

Spareboard Operators will receive the same number of days off as signed up Operators. Spareboard Operators will select consecutive days off in order of seniority at the regular sign-up times. When required, new Operators will be added to the Spareboard until the next sign-up and shall **select** consecutive days off **in accordance with the Preferred Days Off List Procedure**.

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

2.04 Notice of Return to Work Following Leave of Absence

When Operators return to work following a sickness absence, they shall notify their Depot Office on the day prior to their return in order to be restored to the run they held prior to their absence. The report times shall be 14:30.

Operators on any other approved Leave of Absence shall be scheduled to resume their former run upon return to work without notice unless returning earlier than scheduled, in which case the provisions for returning to work from sick leave will apply. An operator required to be absent under Articles 'G' 6.01.1 and 'G' 6.01.2 shall sign off with the Depot Office on a daily basis. Operators will be exempt from the daily phone-in requirement under exceptional circumstances. Operators unable to sign off prior to 14:30 must notify the Depot prior to 18:00 if they will be unable to return to work the following day. Operators signing off prior to 14:30 shall have their runs placed on the work sheets for the following day and said work shall be governed by the overnight assignment. Work signed off after 14:30 shall go to standby if starting prior to 08:00 and if starting after 08:00 shall be placed on the work sheets for the following day. Operators neglecting to sign off with the Depot Office prior to 18:00 shall be classified as a sleeper for the day.

2.04.1 Sick Report Time

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

2.04.2 Sleeper

Definition

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

Operating Procedure

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

1. Operators can voluntarily report and will be paid for all the time worked. **Such Operators will not be subject to discipline on their first occasion every 2 years, provided they do not have other sleepers between occasions consistent with Article G 7.03.**
2. They need not report at all but must clear themselves for work for their next working day in accordance with existing practices.
3. If requested by the Depot Office to work or appear for work, the Operators shall be covered by the guarantee as it applies to regular Spareboard Operators.

2.04.3 Unscheduled Transit Service Delays

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

2.05 Availability for Overtime Work

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

3.00 METHOD OF PAYMENT

"Regular rate" shall mean the applicable hourly rate of pay set out in the Wage Schedule. Where applicable "time worked" shall include standby time, report time, and lay-up time. In addition, travel time will be considered as time worked for the sole purpose of calculating overtime payment for shifts that exceed eight (8) hours only, except as provided in Article 'O' 2.01.2, Sign-up Reliefs.

3.01 Payment for Overtime Work

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

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

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

On all days except Sundays and Statutory Holidays, the rates of pay for overtime worked shall be 150% of the regular rate up to 9 1/2 hours of time worked and 200% of the regular rate for overtime worked after 9 1/2 hours.

3.01.1 Payment for Work on Sundays & Stat Holidays

All Sunday shifts will be straight shifts and will pay a minimum of five (5) hours at time and one-half (150%). Double time (200%) will be paid for all time worked in excess of seven and one-half (7 1/2) hours.

Should CMBC anticipate developing a scheduled service for a Statutory Holiday Sheet that is less than the normal service hours of a regular Sunday Sheet the CAW Sheet Committee of each affected transit centre will be allowed input into the sheet construction with a view to provide a day's work for as many operators as practicable.

On Statutory Holidays, the rates of pay for time worked shall be 150% of the regular rate up to 9 1/2 hours of time worked and 200% of the regular rate for overtime worked after 9 1/2 hours.

3.01.2 Payment for Callout on a Day Off

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

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to 7 1/2 hours	150%
From 7 1/2 hours to 10 1/2 hours	225%
After 10 1/2 hours	300%

3.02 Spareboard Guarantee

3.02.1 The guarantee for all Spareboard Operators who make themselves available for work shall be seven and one-half (7 1/2) hours per day, including Sunday premiums at time and one-half 150% and Holiday premiums at time and one-half 150%. Every day that Operators make themselves available and fulfil their obligation under the Spareboard Rules, they will be eligible for the daily guarantee. Any overtime worked cannot be applied towards the guarantee for any other day.

3.02.2 Spareboard Operators, by their turn at the P.M. rollcall, who are not able to show that they have signed on, and are safe on seven and one-half (7 1/2) hours work on any given day (five hours on Sundays and on Holidays) must take the longest piece(s) of work up to a day's work of 7 1/2 hours. This provision is suggested with the understanding that, in keeping with seniority privileges, an Operator may pass down the longest piece(s) of work in favour of taking the second longest or third longest, etc., as long as there are junior Spareboard Operators available who are not able to show that they have signed on, and are safe on 7 1/2 hours work (five hours on Sundays and on Holidays).

3.03 Spreadover Premium for Split Shifts

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

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

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

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

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

No index that is made up of three (3) or more pieces of work can extend beyond ten (10) hours total elapsed time, including travel time.

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

3.04 Minimum Pay for Short Pieces of Work

3.04.1 Single Pieces of Work

A minimum of two (2) hours will be paid for any piece of work that is worked entirely at overtime rates.

3.04.2 Extended Work

- (i) Where the Employer requests Operators to extend their work **beyond the scheduled hours of work:**
 - (a) by working an additional piece of work; or,
 - (b) by continuing in service as a result of a missed relief; or
 - (c) **by more than fifteen (15) minutes for the purpose of a bus change on the road or for the purpose of waiting for a late ferry;**

they shall be paid an additional two (2) hours minimum. When such extra work finishes within the scheduled hours of their shift, they will not be paid additional compensation.

Notwithstanding the provisions of Article 'O' 2.05 of the Collective Agreement, Operators shall be required to complete a piece of work or index that has been delayed due to reasons beyond the control of the Employer (e.g. - weather conditions, traffic conditions, etc.) or where such work is

the result of a necessary change to a running sheet, paddle or piece of equipment in accordance with Section 'O' 2.02.3 of this Agreement.

An Operator who is not relieved at the scheduled relief point will be required to do the following:

1. Notify T.Comm.
2. Carry on in service to the terminus or to a point as instructed by a Supervisor. If no relief is affected at either of these points he will bring the bus into the garage. For this the Operator will be paid in accordance with Section 'O' 3.04.2(i) of the current Collective Agreement.
3. If the Operator has a legitimate reason for not continuing past the relief point, he shall not be required to continue operating.

3.04.3 Trippers, Specials, and Split Work

Depot Offices shall not have the right to build up an Operator's work day with allowance time to a full day's work thereby causing the Operators to lose seniority. Applicable to Spareboard Operators only.

3.05 Pay Protection on Temporary Change of Work

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

3.06 Report Time and Lay-up Time

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

3.06.1 Report Time

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

Depots:	20 minutes report time up to 11:59
	13 minutes report time after 12:00

3.06.2 Lay-up Time

On all trolley runs, Operators shall be paid **nine (9)** minutes lay up time in addition to scheduled time for returning buses to the garage.

On all diesel runs, Operators shall be paid **six (6)** minutes lay up time in addition to scheduled time for returning buses to the garage.

3.06.3 Farebox Changes

The Employer reserves the right to change fareboxes in the most efficient manner at any Operating Centre.

3.07 Travel Time

3.07.1 Definition of Travel Time

"Travel time" for all Depots shall be equivalent to the scheduled running time between any two locations. Where a transfer requirement between any two locations exists, travel time allowance will be applied at that relief location when the headway of the connecting routes is favourable (greater service frequency) relative to the other location. Where a transfer is required, an additional allowance will be made, consisting of five minutes when the travel time occurs any time up to 18:00 in the day and 15 minutes when the travel time occurs after 18:00.

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

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

3.07.2 Travel Time Application

The following letters represent the shift location parameters.

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

Straight Shifts

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

A B

Two Piece Straight

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

A B
C D

(b) Split Shifts

(i) Spread Time of 9 Hours or Less

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

A B
C D

(ii) Spread Time in Excess of 9 Hours

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

A B
C D

3.08 Make-up Time

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

3.09 Training Premium

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of **one dollar (\$1.00)** per hour while engaged in training work.

4.00 WASHROOMS

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

Washroom locations will be identified on paddles at the time of sign-up. Washroom location changes between sign-ups will be bulletined.

The Company and Union agree that for locations where no washroom exists at terminal, the parties will identify reasonable solutions for those particular locations.

5.00 UNIFORMS

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

5.01 Cleaning Allowance

Effective the first complete pay period after April 1, 1999, operators will receive on their pay cheques a cleaning and maintenance allowance of \$12.00 bi-weekly.

6.00 NEW OPERATING CENTRES

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

7.00 TEMPORARY PROMOTIONS

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

7.01.2 A temporary promotion to an acting supervisory position shall have a duration of not more than 128 working days in each calendar year.

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

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

8.00 SHIFT PREMIUMS

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

9.00 ONE-DAY ANNUAL VACATION

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

The following rules shall apply:

- (1) Employees must show their intent to retain the five (5) unscheduled days (or such number of days that may make up a work week) at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- (2) The five (5) days (or such number of days that may make up a work week) must be taken before December 15th.
- (3) Employees shall arrange these Annual Vacation days with their immediate Supervisor, giving 48 hours minimum advance notice of their intent.
- (4) The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.

PART 'M'
MAINTENANCE

1.00 HOURS OF WORK

(Formerly LOU #51)

The Modified Work Week (MWW) shift shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement.

1.01.1 Working Hours

The working day shall be nine and one half (9 ½) consecutive hours, inclusive of lunch period. A one-half (1/2) hour unpaid meal period will be scheduled at approximately the midpoint of a shift. Two (2) fifteen (15) minute paid rest periods will be scheduled in the first and the last half of the shift.

1.01.2 Daypersons

An employee working the majority of their shift between the hours of 06:00 and 17:00 inclusive is considered a Dayperson.

1.01.3 Hours of Work - Garages

All shifts shall be for a period of nine and one-half (9 ½) consecutive hours including one-half (1/2) hour off as an unpaid lunch period.

1.02 Work Week

- (a) Shall be for any four (4) consecutive calendar days of work, followed by the next three (3) consecutive days as scheduled days off.
- (b) Any employee's statutory holidays shall be integrated into the work year and will not be scheduled.

1.03 Work Year

A total of 1878.4 hours shall constitute a work year. Employees may be scheduled to work more or less than 1878.4 hours in a specific year. The balance of 1878.4 hours per year shall be achieved by rescheduling the employee's hours by mutual agreement of the employee and their supervisor.

1.04 Reporting Late

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

1.05 Notice to Return to Work

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

2.00 ASSIGNMENT OF WORK

(Formerly LOU #51)

2.01 Maintenance Garage

2.01.1 Garage Sign-ups

Lists will be posted annually (or more often) permitting choice of shifts on a seniority basis, competency considered. The wages of four (4) Union Representatives will be paid by the Employer for the purpose of participating in and operating duty sign-ups. The basis of payment for the Representatives will be nine (9) hours at straight-time.

2.01.2 Days Off - X and XX Employees

XX Maintenance Employees

- (a) The maximum time XX employees will be away from their home base is six (6) weeks.
- (b) XX employees will be rotated after six (6) weeks.

X Maintenance Employees

- (a) The maximum time X employees will be away from their home shift is six (6) weeks.
- (b) X employees will be rotated after six (6) weeks.

An employee who is either an X or XX employee shall not work more than six (6) consecutive days without a day off.

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

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

At locations "X" employees when moved to cover an absent position may be required to work that position's days off in order to achieve a regular pay period. These additional days shall be paid at time and one-half (150%).

2.01.3 Operations Changes - Garages

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

2.01.4 Assignment of a New Employee

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

2.02 Assignment of Overtime Work - Shops and Garages

Overtime work in garage departments will be assigned to employees in rotation as far as is practical starting with the senior employee. Notice of emergency callouts will be given as early as possible.

3.00 METHOD OF PAYMENT

(Formerly LOU #51)

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

3.01 Payment for Overtime Work

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

3.02 Overtime

- (a) Overtime shall be paid after nine (9) hours of work in a day at 200% of the employee's hourly rate following or preceding the employee's regularly scheduled shift.
- (b) If an employee is called out on their scheduled day off they shall be paid a minimum of four (4) hours as follows:

Time Worked	Rate of Pay (Times regular rate)
Up to nine (9) hours	200%
From 9 hours to 10 ½ hours	225%
After 10 ½ hours	300%

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

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

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

eight-hour rest period, the employees may return to work and complete the scheduled shift, at their normal straight-time rate for the remainder of this shift or elect to take this time off without pay.

Where a Trolley Overhead employee is resting during their scheduled shift, a Trolley Overhead Supervisor will be permitted to work as a crew member as a third person (on the ground only). Continuing attempts must be made to secure a third crew member.

3.03 Off Shift Training

If an employee is required to take training on a shift other than their regularly scheduled shift or on a regular day off, the time spent at training will attract a premium payment of 150% of their straight time rate. The following rules will apply to off-shift training situations:

1. Afternoon shift employees must have eight (8) hours rest with no loss of pay before attending training.
2. Night shift employees must have eight (8) hours rest with no loss of pay before returning to work after attending training.
3. Afternoon shift employees are required to take their shift off immediately following day shift training. They will not receive pay for time not worked.
4. Night shift employees are required to take their shift off immediately prior to day shift training. They will not receive pay for time not worked.
5. Employees may work a regular shift in conjunction with training if authorized by a supervisor. Regular shifts worked will always be paid at straight time rates.
6. Shift and Sunday premiums will only be paid for actual hours worked that would normally attract those premiums.
7. Employees must attend training for a minimum of seven (7) hours in order to receive a full shift's pay.
8. Subject to mutual agreement, CMBC may schedule an employee to work day shift for a complete work week even if the training is less than a week.
9. Subject to mutual agreement, CMBC may reschedule an employee's days off to fit the training schedule.
10. Employees will not be paid twice for the same period (M 3.01). If the time spent at training and a regular shift worked overlap, the regular shift time will be paid at straight time rates.
11. At the employee's request, CMBC will adjust payroll to ensure that a night shift employee receives eight (8) days pay in a pay period where training takes place at a pay period cutoff.

3.04 Shift and Sunday Premiums

The appropriate shift premium will apply for the respective full nine-hour shifts. There will be no shift premium paid for any hours worked by day shift employees. Sunday premiums will apply only for the period from 00:01 to 24:00.

3.04.1 Shift Premium - Shops and Garages

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

Afternoon Shift: Effective April 1, 2007:	\$1.45 per hour
Night Shift: Effective April 1, 2007:	\$1.55 per hour

3.04.2 Payment for Work on Sundays – Garages

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

3.05 Statutory Holidays

Statutory holiday time will be put into a statutory holiday bank and drawn out on the basis of three (3) hours per pay period. No bank shall be permitted to have a negative balance.

3.05.1 Staffing on Statutory Holidays

Employees normally scheduled to work on a statutory holiday who, by mutual agreement with their supervisor, reschedule their work to take the day off, shall choose one of the following options to make up the time:

- (a) Work equivalent additional hours at straight-time on scheduled days off, before or after regularly scheduled hours.
- (b) Use annual vacation entitlement.
- (c) Use equivalent hours from their overtime bank.
- (d) Use banked statutory holiday time.

The Burnaby Overhaul facility and the Trolley Overhead department will be closed on Christmas Day, Boxing Day and New Year's Day. Employees at these facilities who are working the MWW and who would normally be scheduled to work these days will choose one of the options above [(a),(b), (c), (d)] to make up pay for those days.

3.06 Vacation Entitlement

Vacation entitlement shall be as per Article 'G' 9.02 of the Collective Agreement.

3.07 Payment of Wages and Cheque Cashing Facilities

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

3.08 Temporary Relief on a Higher Paid Job

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

3.09 Spray Painting Premium

A premium of twenty-five cents (25¢) per hour will be paid to Facilities Maintenance employees when engaged in spray painting. (Formerly located in the Wage Schedule.)

3.10 Wage Protection Plan

For the purposes of Article 'G' 12.02(c) – Wage Protection Plan, on the third and subsequent absences in a calendar year arising from non-occupational injury or illness, employees will not be paid for the first 22.5 hours of lost time.

3.11 Meal Periods

3.11.1 Meals - O/T Worked Following a Normal Shift

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

3.11.2 Meals - On Callouts

If employees are called out for more than four (4) hours they will be paid one-half (1/2) hour in lieu of a meal at the prevailing overtime rate. Employees working more than nine (9) hours on a call-out will receive an additional payment of one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.

3.11.3 Meals - O/T Within 24 Hrs of Normal Start Time

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

3.11.4 Meals - Missed on a Normal Shift

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

3.12 Sanitation Premium

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

- (a) required to clean vomit or excrement from Coast Mountain Bus Company Ltd. vehicles;

- (b) required to remove and/or contain medical products or waste (i.e. hypodermic needles) as may be mutually agreed as to be potentially hazardous

4.00 TRANSFER, PROMOTION AND LAYOFF

4.01 Shift Vacancies Between Sign-Ups - Maintenance Garages

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

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

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

4.01.4 Where there is no successful applicant, the shift will be temporarily assigned to either an XX or X employee as provided by 'M' 2.01.5 until the vacancy is otherwise filled.

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

4.01.6 Transfer to Another Classification

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

4.02 Failure to Qualify After Promotion - Maintenance Garages

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

5.00 LEAD HANDS AND CHARGE HANDS

5.01 General Responsibility of Lead Hands and Charge Hands

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

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

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

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

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

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

5.02 Charge Hand - Definition

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

5.03 Lead Hand - Definition

Lead Hands shall be appointed to carry out work of a specialized nature to assist in the direction of other employees in their own classification, if needed.

5.04 Duty of Other Employees

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

5.05 Selection of Lead Hands and Charge Hands

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

5.06 Charge Hands and Lead Hands Wage Rates

While so acting, a Lead Hand shall be paid a wage rate of 30¢ per hour and a Charge Hand shall be paid a wage rate of \$1.00 per hour in addition to their straight-time rates.

5.07 Estimation of Accident Damage

Qualified Bodypersons shall be paid the Bodyperson's regular rate plus the Charge Hand differential set out in 'M' 5.06 while engaged in estimating accident damage on transit vehicles.

5.08 Partsperson Charge Hands

5.08.1 Job Duties

Duties shall include allotting work and supervision of other Partspersons on all three shifts where there is an afternoon and midnight shift.

5.08.2 Relief Coverage

A Charge Hand who is absent will be replaced by the next senior Partsperson, if qualified.

6.00 TRAINING PROGRAMS

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

6.01 Apprenticeship Program and Committee

The Employer and the Union agree to establish an Apprenticeship Training Committee, which shall include Union Representatives from Local 2200.

The Committee will be responsible for the general administration of the Apprenticeship Program and will consist of three (3) Employer and three (3) Union Representatives drawn from Maintenance.

Application for admission into the Apprenticeship Program will be received from those employees who meet the requirements in the Apprenticeship Program Manual.

6.02 Partspersons Program and Committee

The Employer and the Union agree to establish a Partspersons Training Sub-Committee. The Sub-Committee will be responsible for the general administration of the Partsperson Training Program and will consist of two Employer and two Union representatives drawn from maintenance.

6.03 Payment for Committee Members

The duly elected or appointed Union representatives on the Training Committees will be reimbursed by the Employer for all straight-time earnings necessarily lost by reason of attendance at joint Training Committee meetings. Time spent at such meetings will not be considered as time worked for the purpose of qualifying for overtime.

6.04 Settlement of Differences

Any matters the Apprenticeship Committee is unable to resolve may be referred by the Committee to the Maintenance Advisory Committee for further consideration and, if necessary, to the Director, Fleet Management for final determination.

6.05 Duties & Training of Apprentices

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

Apprentices will not work on, or repair, 600 volt equipment except when working with a **Journeyman** qualified to do so.

Concurrent with their shop training, Apprentices shall take designated technical courses as assigned applicable to their work. The Employer will pay for all appropriate school fees and the Employer will receive the employees' marks from the school.

The Employer will allow an apprentice time off to attend required Trade School courses and will continue to pay full wages and benefits, but no premium pay will be applicable. All other remunerations will be turned over to the Employer.

6.06 Placement on Completion of Training

6.06.1 When an apprentice has successfully completed his/her required training as per the Apprenticeship Agreement and has been recommended for his/her journeyperson's certificate by the Committee, he/she shall commence receiving not less than the minimum rate of pay for skilled journeypersons in the trade in which he/she has served his/her apprenticeship, provided a vacancy exists.

Apprentices who are given credit for previous work experience at the completion of their probationary period shall be paid the wage rate for the period to which such credit advances them.

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

6.06.3 In the event an apprentice is to be promoted, at the completion of their apprenticeship, to a journeyperson, the senior employee will be promoted to the first vacancy.

6.06.4 If an apprentice's apprenticeship is extended, he/she shall remain at the applicable apprentice rate of pay until such time as he/she is promoted into a journeyperson position.

6.07 Failure

If an apprentice fails to successfully complete any module in the Apprenticeship Program on his/her second attempt, his/her apprenticeship will then be terminated in accordance with the provisions of the Apprenticeship Program and he/she may exercise his/her seniority to revert back to his/her previous classification with the seniority that he/she had obtained by the actual time spent in his/her previous classification.

6.08 Seniority

Upon successful completion of the Apprenticeship Program, the apprentice will be given credit for seniority back to the date he/she commenced his/her apprenticeship.

Apprentices will exercise their seniority within the apprentice position in each trade. Where a reduction in number is required, the last hired or classified as an apprentice shall be the first to be laid off and the last laid off shall be the first to be recalled.

6.09 Provincial Apprenticeship Legislation

Where there is a government recognized apprenticeship in British Columbia, the provincial apprenticeship legislation shall govern the Apprenticeship Program. However, where an agreement exists between the parties that provides for conditions and benefits over and above the legislation, the terms of the agreement shall prevail so long as they are in compliance with the legislation.

6.10 Pre-Apprentices

(Formerly LOU #53)

6.10.01 The Pre-Apprentice classification will be **paid at** the same rates of pay as the Serviceperson rates.

6.10.02 Applicants must have a current ELTT or equivalent.

6.10.03 Persons in this classification will be expected to apply for apprentice vacancies.

6.10.4 It is recognized that it may be necessary for a tradesperson to oversee the Pre-Apprentice performing one or more of the referenced duties.

6.10.05 The Apprenticeship Committee will monitor the usage of Pre-Apprentices.

6.10.06 The Employer will only hire external applicants with ELTT for these vacancies when there are no qualified internal applicants.

6.10.07 Pre-Apprentices will perform any duties incidental to the servicing of buses such as fuelling, checking and maintaining proper oil and water levels, washing and cleaning the interiors and exteriors of buses. They may be required to hostle, operate, or drive any equipment incidental to garage work.

6.10.08 Pre-Apprentices will also perform duties incidental to garage work. While performing any one or more of these duties, Pre-Apprentices will remain under the oversight of a tradesperson until they demonstrate the capability to perform the duty competently. Such duties will include, but not be limited to:

- (a) assisting in carrying out of inspections, repairs, and overhauls to equipment;
- (b) assist in carrying out minor repairs and adjustments to equipment;
- (c) obtaining of parts, tools and supplies;
- (d) acting as helpers to Tradespersons and Journeypersons in any classification;
- (e) carbon related work including carbon rack;
- (f) lube and grease;
- (g) non-safety related road calls and minor repairs.

6.10.09 Pre-Apprentices will work shifts as assigned by the employer in consultation with the Apprenticeship Committee, with due regard for seniority. It is understood that persons in these positions may be required to change shifts in order to facilitate the training of other Pre-Apprentices and to address productivity concerns.

6.10.10 Pre-Apprentices may be required to use any tools necessary in carrying out their duties.

6.10.11 It is understood the Apprenticeship Committee will monitor this initiative, address any related issues that may arise and consult with the Maintenance Advisory Committee as required for assistance in resolving issues.

6.10.12 In recognition of the contribution made by the tradespersons in facilitating this initiative, all tradespersons will receive an allowance of twenty (20) cents per hour. Effective April 1, 2007 this allowance will be incorporated into the base rate for tradespersons.

7.00 FIRST AID

The First Aid Regulations of the WorkSafeBC require Occupational First Aid attendants at certain work locations.

Policy

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

The Employer will encourage designated employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such employees for holding valid Certificates (Schedule 1). In order to ensure adequate first aid attendant coverage, and in keeping with the foregoing, the Company will pay up to three (3) Level 1 first aid attendants at each Maintenance department location that requires first aid attendant coverage.

Schedule 1

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

Level 1	30¢ per hour
Level 2	\$1.25 per hour

NOTE: Effective April 1, 2007, current designated Level 3 certified first aid attendants will commence receiving the Level 2 premium referenced above. Upon the next expiration date of their Level 3 certification, the employee will be given the option of re-certifying at Level 2. The Company will no longer fund the training and time off for Level 3 first aid attendant certifications.

Prior to April 1, 2009, the above-referenced first aid premiums will be reviewed by the Company to determine if any further adjustment is appropriate.

8.00 CLOTHING

8.01 Coveralls

The Employer will supply, maintain, and clean coveralls for each maintenance employee in the garages. Additional spare coveralls of various sizes will be made available at garages.

The Employer shall ensure that, on any day, each employee has access to a clean pair of coveralls (subject to an event beyond the control of the Employer).

8.02 Gloves

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

8.03 Winter Clothing

The Employer will provide cold weather clothing for use on the job for Maintenance employees. Where a need is identified for winter jackets in the performance of their duties, the Employer will provide Maintenance employees with one (1) winterized jacket upon hire, with replacement thereafter to be based on establishing proof of need by the employees to their Supervisor.

8.04 Facilities Maintenance and Bus Stop Maintenance Clothing

In addition to the preceding clothing allowance, Transportation Facilities Maintenance and Bus Stop Maintenance employees listed under M 11.01 shall be provided with work clothes according to the following schedule:

Initial issue: April 1, 2001 and any new hires

- Five (5) shirts
- Three (3) pants or jeans

Second issue and thereafter shall be provided based on proof of need.

If an employee is required by health and safety regulations to wear coveralls, the provisions of M 8.01 apply.

The above is not intended to apply to employees working in a rehabilitation placement capacity. Those employees shall be provided with two (2) shirts and two (2) pants based on proof of need. Consideration shall be given to any existing entitlement to shirts and/or pants.

9.00 TOOLS

9.01 Tool Allowance

The Employer will pay a tool allowance to employees who occupy job categories which are designated in the wage schedule to receive this allowance. The tool allowance shall be paid bi-weekly, at **seventy cents (\$0.70)** times the number of normal hours of work (excluding overtime and any other premium time) in the payment period, except for leave of absence without pay. Employees eligible for the tool allowance will be required to provide their own hand tools except

for special tools which will be supplied by the Employer. The Employer and the Union will undertake periodic joint inspection of tool kits.

9.02 Tool Insurance

The Employer will provide Tool Insurance to tradespersons and apprentices on the following basis:

To qualify for insurance reimbursement, the employee must provide a list of tools kept on the premises. The maximum reimbursement will be \$18,000.00 and any reimbursement is subject to a deductible amount of \$500.00. The payment of the deductible shall be the responsibility of the employees.

10.00 JOB CLASSIFICATIONS - GARAGES

10.01 Trades

Machinist, Mechanic (Auto, Commercial Transport, Heavy Duty and Industrial), Bodyperson, Welder, Trimmer, Tireperson, Painter, Electronic Technician, Farebox Maintenance Mechanic, Partsperson, Autobody & MVA Repair Estimator, and Parts Coordinator.

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

10.02 Servicepersons

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

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

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

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

10.03 Preparatory Painter

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

10.04 Bus Dispatchers

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

10.05 Partsperson

10.05.1 Job Duties

Stockroom work consists of the maintenance and control of all necessary records in connection with the receiving and issuing of stock parts and supplies, and any other work incidental to the stockroom.

10.05.2 Holiday Relief Coverage

All holiday relief and full-time relief shifts for Partspersons shall be **governed by LOU XX**, except that on those shifts where full time Partspersons are not required, a Lead Hand or Supervisor will be on duty.

10.05.3 Partspersons Premium - Trolley Overhead

Partspersons working at Trolley Overhead shall be paid a wage rate of 50¢ per hour in addition to their straight-time rate.

10.06 Interior Bus Cleaners

Hours of Work: Interior Bus Cleaners will work in accordance with M 1.00. Interior Bus Cleaners employed prior to June 29, 2000 will have the option of continuing to work pursuant to the conditions set out in LOU # 52. Hours of work may be adjusted for rehabilitation purposes or in order to accommodate employees permanently disabled from their occupation.

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

10.07 Incidental Work

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

11.00 JOB CLASSIFICATIONS - TRANSPORTATION BLDG MAINTENANCE

11.01 Job Classification – Facilities Maintenance, Bus Stop Maintenance

Carpenter, Industrial Mechanic, Sheet Metal Worker, Building Service Worker, Bus Stop Maintenance Painter, Industrial Electrician, Sign Painter, Painter, Plumber, Air Conditioning & Refrigeration Mechanic, Serviceperson-L and Overhead Door Servicer.

11.02 Hours of Work - Building Service Worker

<u>Shift</u>	<u>Hours of Work</u>
Day	07:00 to 15:00 or 08:00 to 16:00 1/2 hour lunch (unpaid)
Afternoon	15:00 to 23:00 1/2 hour lunch (unpaid)
Evening	23:00 to 07:00 1/2 hour lunch (unpaid)

11.03 Rest Periods

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

12.00 TROLLEY OVERHEAD MAINTENANCE

12.01 Job Classifications

12.01.1 Power Line Technician (PLT)

Tradespersons in this classification will be capable of performing all work in relation to the maintenance of the CMBC Overhead Trolley System.

12.01.2 Transit Power Electrician (TPE)

Employees in this classification will be capable of performing all work in relation to the operation and maintenance of all CMBC Trolley Overhead Rectifier Stations.

12.01.3 Transit Power Technician (TPT)

Employees in this classification will be capable of performing all work in relation to the maintenance of all CMBC Trolley Overhead Rectifier Station protection, control and instrumentation, and will possess all tickets and qualifications as required and determined by the Employer. In addition, the TPT may be required to assist the TPE from time to time.

12.02 Training and Safety

The Employer will provide adequate training to all three classifications so as to assure a thorough knowledge of job duties, safety procedures, and regulations.

There will be a Coast Mountain Bus Company Ltd. Safety Rules and Regulations Manual Trolley Overhead employees. This manual will be kept current based on reviews of the B.C.H.P.A. electrical safety manual and the Employer experience with the Trolley Overhead maintenance functions.

12.03 Pole Pulling

Trolley Overhead Linepersons will pull poles on a temporary basis only and in emergency situations.

12.04 Setting and Resetting of D.C. Breakers

Where Rectifier Station crews are not readily available Trolley Overhead Linepersons will set or reset D.C. breakers in Rectifier Stations and will be trained to do so.

12.05 Trades Crossing

TPE's or TPT's will not work in the category of TOL.

12.06 Emergency Crews

It is understood that from time to time situations may arise that require immediate attention. In such cases where a full crew complement cannot be obtained, a Trolley Overhead Supervisor may be used as a third person (on the ground only). Continuing attempts must be made to secure a third crew member.

12.07 Three-person Crews

It is understood that in dead wire situations and where a full crew is not available, a two-person TOL crew may be used; whereas in a live wire situation, a minimum of three TOL's must be used except as provided for under 'M' 12.06 above, and 'M' 3.01.4.

12.08 Charge Hands

The Employer will select Charge Hands on the basis of ability and seniority. In the case where multiple crews are working at one site, the most senior Charge Hand will, in the absence of management supervision, direct the work force. In this situation, all Charge Hands will continue to receive the Charge Hands' premium and the Senior Charge Hand, when directing the work force, will receive the additional multiple crew premium of fifty cents (50¢) per hour. This premium will only apply when multiple crews are working together one (1) hour or more.

12.09 Capital Projects

The Employer will have the exclusive right to contract out capital projects but will consult on and discuss such projects with the Union.

Capital projects are generally defined as those projects which are not budgeted for within the scope of the present Employer maintenance budget.

The Employer will not reduce the crew strength and the Union will forego claiming capital projects as bargaining unit work.

13.00 CAW/TCA NATIONAL SKILLED TRADES COUNCIL

In order that the skilled trades can participate more fully in the CAW/TCA National Skilled Trades Council, the Employer agrees to deduct CAW/TCA National Skilled Trades Council dues as may be adopted by the CAW/TCA National Skilled Trades Council. For new employees, the first deduction is to be made from the employee's first pay after the completion of the probationary period. For all skilled trades, deductions will be made in January of each year or upon completion of one month's work in that year. For the purposes of this provision, "skilled trades" include those trades for which an apprenticeship is usually served together with those classifications which form part of an apprenticeable trade.

14.00 UNSCHEDULED A/V DAYS – MAINTENANCE DIVISION

(Formerly LOU #55)

In conjunction with article “G” 9.00, the Company will allow Maintenance employees who are entitled to three (3) weeks annual vacation the option of leaving one (1) week of Annual Vacation unscheduled and Maintenance employees who are entitled to four (4) weeks or more of Annual Vacation the option of leaving two (2) weeks of Annual Vacation unscheduled, at the time of Annual Vacation Sign-up. These unscheduled days will be scheduled by mutual agreement subject to staffing requirements at a later date and may be taken one or more days at a time. The following rules shall apply:

1. Employees must show their intent to retain the one or two weeks of unscheduled days at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
2. All unscheduled annual vacation must be taken by December 31.
3. Employees are required to submit a time sheet prior to taking an Annual Vacation day.
4. Employees shall arrange these Annual Vacation days with their immediate supervisor, giving forty-eight (48) hours minimum advance notice of their intent.
5. The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.
6. These unscheduled days will not be taken between June 15 and September 10 of each year.

15.00 TEMPORARY TROLLEY OVERHEAD POWER LINE TECHNICIAN

(Formerly LOU #45)

- i Temporary TOL's will be employed as required for relief purposes or for work of a non-recurring nature.
- ii Work will be distributed as equitably as possible between temporary employees.
- iii It is understood that nothing in the foregoing constitutes a guarantee of subsequent regular employment.
- iv A temporary employee who successfully bids into a permanent position shall be replaced by another temporary TOL as provided for in this Article.
- v The Employer agrees that the maximum number of temporary TOL's at any given time will not exceed four (4).

PART 'S'
SEABUS

1.00 EMPLOYEE CATEGORIES

1.01 Regular

A person employed in a full-time position of a continuing nature. A regular employee shall serve a probationary period in accordance with Article 'G', 2.04.

1.02 Temporary

Employees hired on an "as and when required" basis. In the event temporary employees are selected for a regular position, their time worked as temporary employees shall be applied against the probationary period, which shall have the effect of reducing the probationary period by an equivalent amount of time.

Temporary employees shall not be scheduled in a higher classification when there is a regular employee in a lower classification who is qualified to do the job of the higher classification.

It is furthermore understood that during the time of a lay-off, regular employees who have been laid off shall be given preference for any work of a temporary nature performed by temporary employees covered by this Agreement, and, subject to the availability of regular employees who have been laid off, no new temporary employee shall be hired during this time.

2.00 SICKNESS REPORT TIME

2.01 Minimum Report Time

Employees who are ill or injured and unable to report for duty are expected to advise their Supervisor at least one (1) hour prior to the time they would normally report for duty. Employees who fail, except in extenuating circumstances, to notify their Supervisor as herein noted may not receive sickness protection pay.

2.02 Notice of Return to Work

Employees reporting back to work following a sickness or returning early from an approved leave of absence or returning from any other absence where a return time has not been previously specified shall notify the appropriate department prior to the following times:

- (a) 19:00 for a morning watch the following day;
- (b) 11:00 for an afternoon/night watch the same day.

The above deals strictly with limits and does not mean that earlier notification of return to work should be delayed.

2.03 Reporting Late - Availability for Work

In the event that operations employees are late and have failed to notify SeaBus Control within fifteen (15) minutes **of the start of the shift**, and upon notifying Control states their desire to work, they shall be offered any previously scheduled work which is available or becomes available provided it does not conflict with a scheduled shift the following day. The change in the employees' shift time shall not constitute a revision to their watchkeeping schedule and the employees shall be paid at their regular rate for time actually worked and will only be eligible for overtime payment where the time actually worked exceeds the number of hours that they were scheduled for on that day. Work will only be available for this employee when no other employee, either part-time or one with a negative lay day bank, is available.

3.00 SAFETY

3.01 Industrial Health and Safety Committee

3.01.1 Safety Committee

In order to assist in creating a safe place of work, an **Occupational** Health and Safety Committee, comprised of up to four (4) Union representatives including:

- One Master or Controller/Mate;
- One Marine Attendant;
- One representative of SeaBus Engineering and Maintenance; and
- One representative from the Violence in the Workplace Committee

The representatives of the Union and representatives of the Employer, shall meet once monthly. Employee representatives on the **Occupational** Health and Safety Committee shall be appointed by the Local Union and shall suffer no loss of pay because of attendance at such committee meetings. In the event an **Occupational** Health and Safety Committee meeting is held and an employee representative is on a scheduled day off or otherwise unavailable, an alternate employee representative shall be appointed to attend the said meeting.

3.01.2 Central Safety Committee Meetings

The agendas for the Operations Central Safety Committee meetings and the Maintenance Central Safety Committee meetings will be forwarded to the SeaBus Safety Representatives in advance of these meetings.

Issues that are included in these agendas that relate to the SeaBus workplace will be discussed between the SeaBus Representative(s) and SeaBus Management. Should the Parties agree that the issues relate to the SeaBus workplace, a SeaBus Safety Representative will have the right to attend at the Central Safety Committee meeting as a participant in those issues.

3.02 Safety Apparel and Equipment

The Employer shall maintain adequate supplies of safety apparel and equipment required by regulatory bodies.

4.00 CLOTHING ALLOWANCE

4.01 Uniforms

Where uniforms are required to be worn by employees, they will be provided by the Employer. The Employer and the local Union agree to co-operate in promoting a high standard of appearance among SeaBus employees.

Regular Operations employees and full-time relief employees shall receive on their pay cheques a cleaning allowance of \$12.00 bi-weekly for all weeks worked. Temporary employees who work greater than 60 hours bi-weekly will receive a cleaning allowance of \$12.00 bi-weekly. Temporary employees who work less than 60 hours bi-weekly will receive a cleaning allowance of \$6.00 bi-weekly.

4.02 Uniforms - Terminal/Vessel Crews

Terminal/Vessel Crews will be provided with uniforms according to the following schedule.

Initial issue (upon hire):

- one (1) toque
- one (1) scarf
- one (1) summer/winter jacket
- two (2) pairs of trousers
- seven (7) shirts
- two (2) ties
- two (2) sweaters (v-neck, long sleeve)
- one (1) baseball cap

Second year issue and thereafter for toque, scarf, shirts, ties, summer/winter jacket, sweater, and hat shall be provided based on proof of need.

Terminal/Vessel crews may place orders each December for up to two pairs of trousers per year and one summer/winter jacket every second year. Uniforms will be an all-season material and will be available after ordering at the beginning of each year.

The Employer will make arrangements for measurement with a tailor on the North Shore accessible to SeaBus. It shall be the responsibility of each employee to ensure that all necessary fitting and tailoring has been completed upon acceptance of the uniform from the supplier. The cost of any subsequent alterations will be borne by the employee concerned.

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

Terminal/Vessel Crews will have the option of choosing cotton trousers if so desired.

4.03 Engineering and Maintenance Crews

Coveralls, one (1) jacket, and one (1) toque will be provided, maintained, and cleaned by the Employer.

Employees will have access to at least one (1) pair of clean coveralls each day.

In the event that an employee chooses to be provided with a floater jacket, the Employer will pay 100% of the cost of the jacket and the employee will be responsible for the maintenance and cleaning. The frequency of issue of this jacket will be every three (3) years subject to establishing proof of need, except damage to the jacket while on duty will be covered in the same manner as referred to in Article 'S' 4.02.

4.04 Rain Gear

Rain gear will be carried on the vessels for crew members performing lookout duties and at the terminals for workboat duties.

Rain gear will be maintained at the North Terminal for use by Maintenance Crews.

5.00 METHOD OF PAYMENT

5.01 Regular Watchkeepers

Regular Watchkeepers shall be paid, with adjustments for overtime and lost time (e.g. time adrift), for seventy-five (75) straight-time hours in each pay period, even though more than or less than seventy-five (75) straight-time hours may be worked in a pay period. In the event a regular employee works more than seventy-five (75) straight-time hours in a pay period, straight-time hours in excess of seventy-five (75) hours shall be credited to the employee's lay day bank. In the event a regular employee works less than seventy-five (75) straight-time hours in a pay period, the employee's lay day bank shall be debited to an amount equal to the difference between the actual time worked and seventy-five (75) straight-time hours, save and except for adjustments for lost time.

5.01.1 Temporary Employees

Temporary employees shall be paid for actual time worked to a maximum of seventy (70) straight-time hours in a pay period. In the event a temporary employee works more than seventy (70) straight-time hours in a pay period, the said hours shall be credited to the employee's lay day bank. Temporary employees may not incur a negative lay day bank balance.

In no case will temporary employees work more than eighty (80) hours in a pay period.

5.02 Employee Temporarily Working Junior Position

In the event an employee is required to temporarily perform the duties of a position junior to him, the said employee shall not have his applicable rate reduced while so working.

5.03 Employee Temporarily Working Higher Classification

When employees relieve or replace an employee with a higher classification for one-half (1/2) hour or more during their regular watch or overtime assignment, they shall receive the rate of the higher classification for the actual time worked at the higher classification.

5.04 Watch Differentials

The afternoon/night watch is defined as a watch where the majority of the scheduled hours of work fall between 15:00 and 06:00. Overtime work shall not attract a watch differential.

The Watch Differential shall be \$1.45 per hour.

The Night Shift Watch Differential for the SeaBus Mechanical group shall be \$1.55 per hour.

5.05 Payment at Straight-time

A seven and one-half (7 1/2) hour day at an employee's normal straight-time rate shall constitute the basis of payment for:

- (a) Statutory Holiday pay
- (b) Annual Vacation pay
- (c) WorkSafeBC supplements

An employee's regularly scheduled hours shall constitute the basis of payment for:

- (a) Bereavement leave
- (b) Paternity leave

5.06 Change - Pacific Standard/Daylight Saving Time

The following shall apply when a change from Pacific Standard Time to Daylight Saving Time, or vice-versa, occurs: employees who work a full watch during which a time change occurs shall be paid for scheduled hours notwithstanding any reduction or increase in the number of hours worked because of the time change.

5.07 Premium Pay - Dirty Work

Personnel shall receive a premium equal to 50% of their normal straight-time rate while:

- (a) working on the discharge side of sanitary systems where direct contact with waste products is involved, or clearing plugged toilets and related pipes; or
- (b) working under deck plates on vessels, not including changing and/or servicing batteries, etc.; or
- (c) when required to clean vomit or excrement on terminals and vessels.

A one-half (1/2) hour minimum shall be paid for performance of the duties outlined in this Article.

5.08 Higher Classification - Statutory Holiday Pay

In the event employees are temporarily promoted to a higher classification and a Statutory Holiday which they are not scheduled to work and on which they do not work falls during the promotion period, the employees shall be paid for the Statutory Holiday at the rate of the higher classification providing the employees work the last full scheduled watch immediately preceding and immediately following the Statutory Holiday at the higher classification, or that they work the last two (2) full scheduled watches immediately preceding the Statutory Holiday at the higher classification.

In the event employees are temporarily promoted to a higher classification and a Statutory Holiday which they are scheduled to work and do work falls during the promotion period, the employees shall receive one (1) day's pay at the straight-time rate of the higher classification and 150% of the straight-time rate of the higher classification for the Statutory Holiday.

5.09 Payment for Work on Sundays

SeaBus employees shall be paid at one and one-half (1 1/2) times their basic hourly rate for all regularly scheduled hours worked on Sundays and at two (2) times their basic hourly rate for all hours worked in excess of their regularly scheduled hours worked on Sundays.

6.00 HOURS OF WORK

6.01 Watchkeepers

The hours of work shall equate to a thirty-seven and one-half (37 1/2) hour week. The Employer shall prepare and post three (3) month watchkeeping schedules quarterly. Operations employees shall be given not less than fifteen (15) days' notice of any revision to their watchkeeping schedule. Engineering and Maintenance employees shall be given not less than eight (8) days' notice of any revision to their shift scheduling. In the event an employee is not given the required notice, they shall be paid at the prevailing overtime rate for any watch, other than previously scheduled watches, they are required to work during the said period.

Vessel crews shall be relieved and allowed to leave the vessel for one (1) work break on watches of seven and one-half (7 1/2) hours or less, for two (2) work breaks on watches of more than seven and one-half (7 1/2) hours but less than ten (10) hours; and three (3) work breaks on watches of ten (10) hours or more.

Engineering and Maintenance crew and terminal crew work breaks shall be provided on a similar basis.

The above-noted work break times shall accrue benefits to an employee's lay day bank.

It is understood and agreed that employees shall remain on the premises during work breaks.

6.02 Training

Subject to the requirements of Operations, the Employer will endeavour wherever practical to schedule training courses or seminars during an employee's regular scheduled day shift. (Employees shall suffer no loss of pay while attending these training courses.) Where an employee is required by the Employer to attend a seminar or training course outside of their regular scheduled shift, they shall be paid for hours spent in such training or seminar at a rate equal to 150% of their regular straight time rate.

7.00 STATUTORY HOLIDAYS

7.01 Regular employees shall receive one (1) day's pay for each Statutory Holiday provided for in Article 'G' 10.01 with the exception that employees shall not receive Statutory Holiday pay during an unpaid leave of absence or while receiving WorkSafeBC payments or Income Continuance Plan benefits.

Regular employees who are required to work a regular watch on a Statutory Holiday shall, in addition to the above, receive 150% of their normal straight-time rate for the watch. Regular employees who are called out to work on a Statutory Holiday they are not scheduled to work shall receive, in addition to one (1) day's pay as provided for above, 150% of their normal straight-time rate for the first seven and one-half (7 1/2) hours and 200% thereafter.

It is understood that the one (1) day's pay to an employee who works on a Statutory Holiday shall be credited to the employee's lay day bank. This provision shall also apply in the event an employee works on a Statutory Holiday as referred to in Article 'S' 5.08, in which case one (1) day's pay at an employee's normal straight-time rate shall be credited to the employee's lay day bank and any remainder paid out.

8.00 OVERTIME

8.01 Overtime

Employees who work on a day they are normally scheduled off shall be paid two times (200%) of their normal straight-time rate.

Employees who work overtime immediately preceding their scheduled watch shall be paid 200% of their normal straight-time rate for the time worked prior to the onset of their regular watch and then revert to their normal straight-time rate of pay.

Overtime worked following a regular watch shall be paid at 200% of the normal straight-time rate.

8.02 Payment of a Callout

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

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

8.03 Assignment of Overtime Work

Overtime work will be assigned to employees in rotation as far as is practical starting with the highest classification seniority. Where employees don't work overtime when requested to do so, they will be deemed to have worked for the purpose of this Article and will not be requested to work overtime until their turn comes up again by rotation.

8.04 Meals - On Callouts

If employees are called out to work at a place where food is not obtainable, they shall not be required to work more than four (4) hours without meals being supplied by the Employer.

8.05 Meals - O/T Worked Following a Normal Shift

If employees are required to work more than four (4) hours of overtime immediately following their normal working shift they will be provided with a hot meal, if available or, alternatively, they will be paid one-half (1/2) hour in lieu of a meal at the prevailing overtime rate.

9.00 POSTING OF REGULAR JOB BULLETINS

9.01 Posting of Regular Job Bulletins

In the event additions to or replacements of SeaBus staff are required, the Employer shall post the vacancy for a period of ten (10) days for the attention of all SeaBus employees. In filling such vacancies, the Employer shall give preference to regular SeaBus employees covered by this Article.

Job selections and promotions under the above shall be in accordance with Article 'G', 8.01. For Master and Controller/Mate vacancies, proficiency shall include consideration of the following:

- demonstrated ability to safely and effectively operate the SeaBus vessel
- demonstrated initiative, leadership and communications skills
- a satisfactory work record

When filling a regular position, length of service of temporary employees will be considered, however, their job seniority will only commence when they become full-time regular.

The Employer shall advise the Local Union of its appointment to the vacant position.

9.02 New Jobs

In the event that a new job covered by the Local Union's certification is introduced, the rate of pay of the job shall be the subject of discussion between the Employer and the Local Union.

Should the Employer and the Local Union fail to agree on the rate of pay of the new job, the difference may be submitted directly to the second stage of the grievance procedure.

It is understood that discussion of the rate of pay of the new job, or referral of any difference regarding the rate of pay to the grievance procedure, shall not hinder or delay implementation of the new job.

10.00 EMPLOYEE JOB CLASSIFICATIONS

Licensed/Trades Personnel:

Master, Controller/Mate, Senior Chief Engineer, Chief Engineer, Chief Electrician, 2nd Engineer, Electrician, Junior Engineer, and Partsperson.

Unlicensed Personnel:

Senior Marine Attendant/Co-ordinator, and Marine Attendant.

11.00 MASTERS AND CHIEF ENGINEERS MEETINGS

Masters and Chief Engineers meetings will be called annually. Such meetings are not limited to once annually, although the length and time between meetings may be extended beyond a year by mutual consent.

11.01 Co-ordinators Meetings

Co-ordinator meetings will be called a minimum of once per year unless otherwise agreed.

WAGE SCHEDULE

CAW WAGE SCHEDULE			
	Year 1	April 1, 2013	April 1, 2014
OPERATIONS			
Transit Operator			
Trainees - 70%	\$20.44	\$20.85	\$21.27
Next 8 months - 75%	\$21.90	\$22.34	\$22.79
Next 8 months - 80%	\$23.36	\$23.82	\$24.30
Next 8 months - 90%	\$26.28	\$26.80	\$27.34
Thereafter - 100%	\$29.20	\$29.78	\$30.38
MAINTENANCE			
Employees engaged in categories (including Apprentices training in those categories) marked with an asterisk (*) are eligible for a tool allowance as provided in Article 'M'9.00.			
GARAGES			
*Automotive Mechanic	\$35.43	\$36.14	\$36.86
*Mechanic	\$35.43	\$36.14	\$36.86
*Machinist	\$35.43	\$36.14	\$36.86
*Electrician	\$35.43	\$36.14	\$36.86
*Bodyperson	\$35.43	\$36.14	\$36.86
*Farebox Maintenance Mechanic	\$35.43	\$36.14	\$36.86
*Trimmer	\$35.43	\$36.14	\$36.86
*Electronic Technician	\$35.43	\$36.14	\$36.86
Welder	\$35.43	\$36.14	\$36.86
Tireperson	\$35.43	\$36.14	\$36.86
Painter	\$35.43	\$36.14	\$36.86
MVA & Autobody Repair Estimator	\$36.67	\$37.40	\$38.15
Apprentice (4 years)			
1st 6months - 74%	\$26.22	\$26.74	\$27.28
2nd 6months - 74%	\$26.22	\$26.74	\$27.28
3rd 6months - 75%	\$26.57	\$27.11	\$27.65
4th 6months - 76%	\$26.93	\$27.47	\$28.01
5th 6months - 78%	\$27.64	\$28.19	\$28.75
6th 6months - 80%	\$28.34	\$28.91	\$29.49
7th 6months - 85%	\$30.12	\$30.72	\$31.33
8th 6months -90%	\$31.89	\$32.53	\$33.17

CAW WAGE SCHEDULE			
	Year 1	April 1, 2013	April 1, 2014
Apprentice (3 years)			
1st 6 months - 74%	\$26.22	\$26.74	\$27.28
2nd 6 months - 75%	\$26.57	\$27.11	\$27.65
3rd 6 months - 76%	\$26.93	\$27.47	\$28.01
4th 6 months - 78%	\$27.64	\$28.19	\$28.75
5th 6 months - 83%	\$29.41	\$30.00	\$30.59
6th 6 months - 90%	\$31.89	\$32.53	\$33.17
Apprentice (2 years)			
1st 6 months - 74%	\$26.22	\$26.74	\$27.28
2nd 6 months - 76%	\$26.93	\$27.47	\$28.01
3rd 6 months - 79%	\$27.99	\$28.55	\$29.12
4th 6 months - 90%	\$31.89	\$32.53	\$33.17
Parts Coordinator	\$28.28	\$28.85	\$29.43
Partsperson	\$33.26	\$33.93	\$34.61
Partsperson Apprentice (3 years)			
1st 6 months - 74%	\$24.61	\$25.11	\$25.61
2nd 6 months - 80%	\$26.61	\$27.14	\$27.69
3rd 6 months - 86%	\$28.60	\$29.18	\$29.76
4th 6 months - 91%	\$30.27	\$30.88	\$31.50
5th 6 months - 94%	\$31.26	\$31.89	\$32.53
6th 6 months - 97%	\$32.26	\$32.91	\$33.57
Serviceperson			
Trainees - 70%	\$18.92	\$19.30	\$19.68
Next 8 months - 75%	\$20.27	\$20.68	\$21.09
Next 8 months - 80%	\$21.62	\$22.06	\$22.50
Next 8 months - 90%	\$24.33	\$24.81	\$25.31
Thereafter - 100%	\$27.03	\$27.57	\$28.12
Preparatory Painter	\$26.85	\$27.39	\$29.94
Interior Bus Cleaner	\$25.27	\$25.78	\$26.30

CAW WAGE SCHEDULE			
	Year 1	April 1, 2013	April 1, 2014
FACILITIES MAINTENANCE SHOPS			
*Carpenter	\$35.43	\$36.14	\$36.86
*Maintenance Mechanic	\$35.43	\$36.14	\$36.86
*Sheet Metal Worker	\$35.43	\$36.14	\$36.86
*Industrial Electrician	\$35.43	\$36.14	\$36.86
Plumber	\$35.43	\$36.14	\$36.86
Painter	\$35.43	\$36.14	\$36.86
Building Service Worker	\$25.27	\$25.78	\$26.30
Serviceperson "L"	\$27.03	\$27.57	\$28.12
Air Conditioning /Refrigeration Mechanic	\$36.43	\$37.14	\$37.86
Overhead Door Servicer	\$34.50	\$35.19	\$35.89
Utility Operator	\$23.14	\$23.60	\$24.07
Yard Sweeper	\$27.03	\$27.57	\$28.12
Parts Truck Driver	\$29.20	\$29.78	\$30.38
BUS STOP MAINTENANCE			
Bus Stop Maintenance Painter	\$34.50	\$35.19	\$35.89
Sign Painter	\$35.43	\$36.14	\$36.86
TROLLEY OVERHEAD			
Power Line Technician	\$40.08	\$40.88	\$41.70
Transit Power Electrician	\$38.04	\$38.80	\$39.58
Transit Power Technician	\$38.04	\$38.80	\$39.58

CAW WAGE SCHEDULE			
	Year 1	April 1, 2013	April 1, 2014
SEABUS - OPERATIONS			
Master	\$41.40	\$42.23	\$43.07
Controller/Mate	\$35.43	\$36.14	\$36.86
Senior Marine Attendant/Co-ordinator	\$30.92	\$31.54	\$32.17
Marine Attendant			
Trainees - 70%	\$19.54	\$19.94	\$20.34
Next 8 months - 75%	\$20.94	\$21.36	\$21.79
Next 8 months - 80%	\$22.34	\$22.78	\$23.24
Next 8 months - 90%	\$25.13	\$25.63	\$26.15
Thereafter - 100%	\$27.92	\$28.48	\$29.05
SEABUS - ENGINEERING AND MAINTENANCE			
Senior Chief Engineer	\$40.41	\$41.22	\$42.04
Chief Engineer	\$38.97	\$39.75	\$40.55
Chief Electrician	\$38.97	\$39.75	\$40.55
2nd Engineer	\$35.43	\$36.14	\$36.86
Electrician	\$35.43	\$36.14	\$36.86
Junior Engineer	\$32.94	\$33.60	\$34.27
Partsperson	\$33.26	\$33.93	\$34.61

CAW WAGE SCHEDULE			
	Year 1	April 1, 2013	April 1, 2014
COMMUNITY SHUTTLE - OPERATIONS			
Community Transit Operator			
Trainees	\$17.57	\$17.92	\$18.28
First 8 months - 80%	\$18.69	\$19.06	\$19.44
Next 8 months - 90%	\$21.02	\$21.44	\$21.87
Thereafter - 100% (Equivalent to the "Next 8 months - 80%" step in the Conventional Transit Operator wage schedule)	\$23.36	\$23.82	\$24.30
In the case of Reduced Time Employees and Casual Employees, the above periods of time will be prorated to reflect the Employee's straight time hours worked.			

EXECUTED this 30th day of January 2013.

Coast Mountain Bus Company Ltd.:

Cheryl Shizgal
Director, Labour Relations

Don Rice
Director, Operations

Kathy Pereira
Director, Health Management,
Training and Communications

Gary Strachan
Director, Fleet Management

Vic Carreira
Director, Fleet Maintenance

Tracy Suzuki
Manager, Payroll

Judie Robertson
Manager, Scheduling

Louise Hearty
Manager, Operations

Tracy Ramlu
Senior Labour Relations Advisor

CAW:

Don MacLeod
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
CAW National Representative

Gavin Davies
Vice-President, CAW Local 111

Carlos Moreira
Vice-President, CAW Local 111

Terry Fedoruk
Treasurer, CAW Local 111

Gary Kong
CAW, Local 111

Mike Smith
Vice-President, CAW Local 2200

Al Fotheringham
CAW, Local 2200

APPENDIX 'A'
MAINTENANCE CENTRAL SAFETY COMMITTEE
TERMS OF REFERENCE

(Procedure)

PURPOSE

These terms of reference identify the requirements, principles, and procedures of the administration of the Maintenance Central Safety and Health Committee (henceforth referred to as "the Committee") and provide a basic method for joint resolution of problems in the workplace in support of a planned and effective Occupational Safety and Health program at Coast Mountain Bus Company Ltd. These principles and procedures provide practical guidance to the Committee and assist all persons and/or groups involved in workplace safety and health in Maintenance and throughout Coast Mountain Bus Company Ltd. They do not replace either the Act or Regulations.

APPLICATION

These terms of reference and procedures apply to this Committee established to identify and address safety issues only, that are common to all Maintenance facilities.

REFERENCE MATERIAL

WorkSafeBC Injury Compensation Act (BC) - 1917 (with latest amendment January 1994).

- (a) WorkSafeBC (WSBC Industrial Health & Safety Regulations - BC Reg. 585/77).
- (b) Joint Occupational Safety and Health Committee Reference Guide & Workbook - WSBC 1992.
- (c) How to Implement an Effective Occupational Safety and Health Program - WSBC.

PURPOSE OF THE COMMITTEE

This Committee is a joint effort made up of employee and employer Maintenance representatives consulting in a co-operative spirit to identify and resolve safety and health issues. These issues, common to all Maintenance facilities, will be addressed, co-ordinated, and consolidated within this Committee. If necessary, they will be forwarded to the Joint Safety and Health Committee for final resolve in support of an overall planned Occupational Safety and Health Program at Coast Mountain Bus Company Ltd.

COMMITTEE STRUCTURE

- (a) This Committee structure establishes equal number of voting representatives from the employer and employees due to the premise that they both share an equal concern in preventing accidents and injuries arising out of conditions in the workplace.
- (b) The Committee shall consist of employee and employer representatives and shall have regular voting members in accordance with Article 'G' 15.01.1.
- (c) The CAW Joint Safety Representative, or his/her delegate, will co-ordinate common safety and health issues by forwarding them to the chairperson as an agenda item to attend, as an employee representative, with voting privileges.

- (d) The General Manager of Maintenance, or his/her delegate, will co-ordinate common safety and health issues by forwarding them to the chairperson as agenda items and attend, as an employer representative, with voting privileges.
- (e) A Corporate Safety Officer (for Maintenance) will be present to act as a resource and advisor to the Committee and its members. He/she shall have no vote.
- (f) The Corporate Safety Manager shall be the Chairperson for the Committee. He/she shall vote only in the case of a tie.
- (g) Representatives who are unable to attend should be replaced by an alternate from that particular local safety committee.
- (h) The employer shall provide a recording secretary for every meeting.

FUNCTION OF THE COMMITTEE

Committee (All Voting Representatives)

- i. Receive, review, and recommend corrective action respecting the safety and health of maintenance employees, with a goal of prevention.
- ii. Develop, promote, and check the effectiveness of measures to protect the safety, health, and welfare of employees in maintenance.

Chairperson

- i. Attend and facilitate all meetings.
- ii. Ensure the maintenance of an unbiased viewpoint.
- iii. Arrange and approve agenda items that have been forwarded by the CAW Joint Safety Representative and the General Manager of Maintenance.
- iv. Review and approve minutes before their distribution.

Secretary

- i. Arrange meeting place.
- ii. Notify members of meetings.
- iii. Prepare agendas.
- iv. Prepare minutes for Chairperson's approval.
- v. Forward copies of approved minutes to the employer for typing and distribution, including the WSBC.
- vi. Administer all correspondence.

Safety Officer

- i. Act as a resource to the Committee and all its members.
- ii. Provide advice and guidance on safety issues before the Committee.
- iii. Provide an educational element to Committee meetings where required.

FUNCTIONS OF THE COMMITTEE

With respect to safety and health issues common throughout Maintenance, the Committee will:

- (a) Make recommendations for the establishment and enforcement of safety and health policies and practices.
- (b) Participate in the identification of hazards to safety and health in places of employment, and recommend means of controlling any hazards.
- (c) Review information from the employer and from such other sources as necessary regarding the identification of existing or potential dangers to safety and health in maintenance.
- (d) Advise on and promote safety and health programs for the education and information of the employee and employer.
- (e) Receive, review and, where necessary, investigate complaints respecting safety and health of employees in Maintenance and make necessary recommendations to Coast Mountain Bus Company Ltd.
- (f) Maintain records regarding complaints received and resolution of those complaints.
- (g) Review, where applicable, the information resulting from industrial hygiene monitoring and measuring procedures, and, where necessary, make recommendations to Coast Mountain Bus Company Ltd.

RECORDS

The Committee will keep accurate records of all matters that come before it.

AGENDAS AND MINUTES

- (a) An agenda will be prepared by the Secretary under the direction of the Chairperson and distributed to Committee members two weeks prior to the meeting.
- (b) Agenda items forwarded to the Chairperson, by the CAW Joint Safety Representative or the General Manager of Maintenance, will be issues that have been tabled at the local safety committee level but not resolved. They will also be issues common to all Maintenance facilities.
- (c) Issues submitted after the agenda has been distributed will be dealt with at the Committee meeting after agenda items are addressed and only if they are approved by majority vote of the Committee.
- (d) Minutes will be prepared by the Secretary and checked by the Chairperson as soon as possible after the meeting and will be available to the Committee, employer, workers and the WorkSafeBC.

MEETINGS

- (a) The Committee shall meet three times annually.
- (b) Special meetings, if required, will be held at the request of the Chairperson or the General Manager of Maintenance.
- (c) Using an agenda, the Committee meetings will follow this format:
 - i. Call to Order.
 - ii. Members present and those absent are recorded.
 - iii. Introduction of guests.
 - iv. Adoption of previous Committee minutes as read.
 - v. Review of completed business.
 - vi. Business arising out of the minutes (old business).
 - vii. New business.
 - viii. Safety education.
 - ix. Adjournment
- (d) The Committee will add procedures it considers necessary for the meetings through a Committee majority vote.

APPENDIX 'B'
CENTRAL OPERATIONS SAFETY COMMITTEE
TERMS OF REFERENCE

(Procedure)

PURPOSE

These Terms of Reference identify the requirements, principles, and procedures of the administration of the Operations Central Safety and Health Committee (the Committee) and provides a basic method for joint resolution of problems in the workplace in support of a planned and effective Occupational and Health program at Coast Mountain Bus Company. These principles and procedures provide practical guidance to the Committee and assist all persons and/or groups involved in workplace safety and health. They do not replace either the Act or Regulations.

COMMITMENT

Intent to Conduct a Safe Operation

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

The Company and the Union commit to educate and support both in policy and action, endeavours to create a safer/healthier workplace environment.

APPLICATION

These terms of reference and procedures apply to the Committee established at Coast Mountain Bus Company.

REFERENCE MATERIAL

WorkSafeBC Injury Compensation Amendment Act (BC) - 1999 (Bill 14)

PURPOSE OF THE COMMITTEE

This is a Committee for the purpose of consulting in a co-operative spirit to identify and recommend action regarding safety and health problems that could not be resolved at the local safety committee level or that have a safety impact on the entire system. These issues will be addressed, co-ordinated, and consolidated within this Committee. The goal will be to strive for consensus in the identification of health and safety issues and the development of recommendations for their resolution. This Committee supports and promotes a planned Occupational Safety and Health Program at Coast Mountain Bus Company.

COMMITTEE STRUCTURE

- a) This Committee structure establishes representation from Coast Mountain Bus Company and employees due to the premise that they both share an equal concern in preventing accidents and injuries arising out of conditions in the workplace.
- b) The Committee shall consist of Coast Mountain Bus Company and Union representatives.

- c) Each CAW Local 111 local safety committee will be responsible for determining their worker representative on the Committee. Coast Mountain Bus Company will ensure that Managers or their management representative of the local safety committee fill the employer positions on the Committee. These representatives will co-ordinate safety and health issues by forwarding them to the Chairperson as an agenda item.
- d) Each member will have equal rights and privileges and will actively participate in the meetings.
- e) Corporate Safety Officers, when available, will be present to act as a resource and advisor to the Committee and its members. They shall have no vote.
- f) The Manager of Corporate Safety shall chair the Committee.
- g) Each Committee member must ensure that their alternate(s) is (are) present for any meetings they are unable to attend.
- h) Coast Mountain Bus Company shall provide a recording secretary for every meeting.

RESPONSIBILITIES OF THE COMMITTEE

The Committee shall invite those persons from whom the Committee may require information.

COMMITTEE

- i. Receive and review safety and health issues not resolved at the local safety committee level
- ii. Recommend corrective action respecting health and safety of operations employees
- iii. Communicate with the local safety committees regarding issues raised and the Committee's recommendations and responses

CHAIRPERSON

- i. Attend and chair all meetings, or ensure their alternate is present
- ii. Ensure the maintenance of an unbiased viewpoint
- iii. Review minutes before their monthly distribution
- iv. Arrange meeting place
- v. Ensure assigned duties to appropriate parties
- vi. Prepare & distribute agendas

RESOURCES

- i. A representative from CAW Local 2200, Safety Officers, Fleet Maintenance and Vehicle Engineering shall act as resources to the Committee
- ii. Provide advice and guidance on safety issues before the Committee to include Trend analysis and review of statistics
- iii. Provide an educational element to Committee meetings as required

FUNCTIONS OF THE COMMITTEE

- a) Make recommendations for the establishment and enforcement of safety and health policies and procedures.
- b) Participate in the identification of hazards to safety and health in places of employment, and recommend means of controlling and/or eliminating any hazards.
- c) Review information from the local safety committees and research material from such other sources as necessary regarding the identification of existing or potential dangers to safety and health at Coast Mountain Bus Company.
- d) Advise on and promote safety and health programs for the education and information of employees and Coast Mountain Bus Company.
- e) Review the information from monitoring and measuring procedures, and where necessary make recommendations to Coast Mountain Bus Company and the local safety committees.
- f) Participate in inspections, when required, regarding the safety and health of Coast Mountain Bus Company employees.
- g) Maintain communication with the originator of complaint/issue on current status of the issue.

AGENDAS & MINUTES

- a) An agenda format will be adopted by the Committee.
- b) New agenda items must be received two weeks prior to scheduled meeting date. The Chairs from the local safety committees shall forward central issues to the Chair of the Committee. These issues shall bear the local safety committee's item number and shall include a summary identifying the health and safety issue and efforts taken to resolve the issue.
- c) Issues submitted after the agenda has been distributed will not be dealt with at the Committee meeting unless prior to the meeting they are deemed emergent by the Chair of the Committee.
- d) The agenda for the next scheduled meeting will be distributed one week prior to the meeting date.
- e) All unresolvable local safety committee concerns forwarded to the Committee must be addressed and recorded by the Committee.
- f) Draft minutes will be prepared by the Recording Secretary for review by the Chairperson. Distribution will follow as soon as possible.
- g) Minutes will accurately reflect the issue raised, the recommended corrective measure, and the persons responsible to resolve the issue.

MEETINGS

- a) The Committee shall meet every two months. If business is not concluded, the meeting will reconvene at an agreed upon date. Meeting intervals shall be reviewed annually.
- b) Special meetings will be held when the Chair of the Committee deems they are warranted.
- c) A quorum shall consist of six or more Committee members (at least three Union and three Management representatives).
- d) Using an agenda, the Committee meetings will follow this format:
 - i. Call to order
 - ii. Members present are recorded
 - iii. Introduction of guests
 - iv. Adoption of previous Committee minutes as distributed
- Schedule next meeting date
 - v. Business arising out of the minutes (old business)
 - vi. New business
 - vii. Adjournment
- e) The Committee will amend procedures it considers necessary for the meetings through a Committee majority vote.

APPENDIX 'C'

COMMUNITY TRANSIT SERVICE

PREAMBLE

The Company reserves the sole right to determine which services would be introduced as Community Transit Service and reserves the right to discontinue Community Transit Service.

All terms and conditions of employment for Community Transit employees are as per the collective agreement except for the provisions that are set out in this Appendix.

MAINTENANCE OF VEHICLES

Where an existing or future transit property is being used for the purposes of operating Community Transit Services, the Union commits to provide servicing of the vehicles at competitive rates.

Community Transit vehicles may be maintained by employees covered by this collective agreement where practicable.

1.00 Definitions

- *Community Transit Service* is all service operated using vehicles that require a Class 4, unrestricted license.
- *Community Transit Service Reduced Time Operator* is an operator who will be scheduled to work a minimum of twenty (20) hours per week, but who may make him/herself available to perform additional hours as required.
- *Community Transit Service Casual Operator* is an operator who normally works on an as and when required basis.

SERVICE AREAS

The Employer may define service areas for the purpose of work assignment. In such cases sign-ups for available work, will separate for each defined service area. Vacancies in service areas will be filled through the posting process. Shift selection in each service area will be in order of length of continuous service as a Community Transit Operator in that service area, in order of seniority on the applicable seniority list.

1.01 Application of Part 'O' and the Spareboard Rules

Part 'O' of the Collective Agreement and the Spareboard Rules do not apply to Community Transit Service Operators.

2.00 Hours of Work**2.01 Work Day and Work Week****2.01.1 Normal Work Day and Work Week**

Approximately seven and one-half (7 ½) hours shall constitute a normal day's work and thirty-seven and one-half (37 ½) hours shall constitute a normal week's work of five (5) working days and two (2) consecutive days off. One half (1/2) hour unpaid break may be scheduled into each day.

2.01.2 Community Transit Service Reduced Time Employees (RTEs)

- (a) Under normal conditions, RTEs will be scheduled to work a minimum of twenty (20) hours per week, but may make themselves available to perform additional hours as required.
- (b) RTEs are required to be available for up to five (5) calendar days in a seven (7) calendar day period.
- (c) RTEs will be entitled to at least thirty-two (32) consecutive hours off in a seven (7) calendar day period.
- (d) RTEs will only be paid for time worked.

2.01.3 Community Transit Service Casual Employees

Casual employees are those who normally work on an as and when required basis. The provisions of 'C' 2.03 and 'C' 2.03.1 do not apply to Casual Employees.

2.01.4 All Community Transit Service Employees

Community Transit Employees will only be paid for time worked.

2.02 Method of Payment

"Regular rate" shall mean the applicable hourly rate of pay as set out in the Wage Schedule at Article 'C' 2.10. Where applicable, "time worked" shall include standby time, report time, and lay-up time.

2.02.1 Storage Location

The Company reserves the right to designate the storage location for any vehicle in its fleet.

2.02.2 Payment for Overtime Work

Overtime premiums will not be paid unless the employee's actual work hours exceed seven and one-half (7 ½) hours in a work day, or thirty seven and one-half (37 ½) hours

in a work week, unless the employee works an alternative schedule (for example, a compressed work week), in which case the employee will be paid overtime in accordance with that schedule.

There shall be no compounding of premiums

2.02.3 Payment for Work on Statutory Holidays

On Statutory Holidays, the rates of pay for time worked shall be 150% of the regular rate up to nine and one-half (9 ½) hours of time worked and 200% of the regular rate for overtime worked after nine and one-half (9 ½ hours).

2.03 Assignment of Work

The Employer shall construct Full-Time and Reduced-Time running sheets which shall designate the runs available to Operators under the sign-up. Running sheets shall be made up in accordance with the Employer's running schedule. **A Sheet Committee, consisting of one (1) CTS representative per depot with Community Shuttle service will be appointed and the Employer and the Union shall share equally the straight-time wages of Union Sheet Committee representatives for time spent at sheet inspection.**

The suggestions of Sheet Committee as to the construction of the running sheets will be adopted as far as possible provided:

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

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

The Employer will provide information on changes in the new running sheets to the Sheet Committee at least one (1) week prior to sheet examination and email the Union Committee of any changes in new running sheets three (3) days prior to sheet examination.

The Employer will post new running sheets for sign-up as required.

This Article does not apply to Casual Operators.

2.03.1 Sign-up

The Employer may introduce additional running sheets and may extend the period of a running sheet as required. It is intended that the Employer will post new running sheets

for sign-up according to a frequency not fewer than three (3) new running sheets per year for each Operating Centre with community shuttle service. No running sheets will be in force for a period longer than twenty (20) weeks plus the period to the Monday following the next pay break.

In the event a sign-up for unforeseen reasons becomes impossible, the Employer reserves the right to extend sheets by signed-up Operators continuing to work the runs they are signed on.

Full-Time Operators will sign up in order of Full-Time classification seniority for work assignments on the running sheet. Sign-up times will be designated by the Company for all Operators. Operators who are on duty at their designated sign-up time will be expected to submit a choice slip or CMBC will assign work in consultation with the Union Sign-up Rep.

Reduced-Time Employees will sign up in order of Reduced-time classification seniority for work assignments on the reduced-time running sheet. Sign-up times will be designated by the Company for all Operators. Operators who are on duty at their designated sign-up time will be expected to submit a choice slip or CMBC will assign work in consultation with the Union Sign-Up Rep.

Casual Employees: This Article does not apply to Casual Employees.

2.03.2 Assignment of Work other than at Sign-Up Reduced-Time Employees

An RTE may request to be added to or removed from the Additional Work List (AWL) at each sign-up or prior to 10:00 a.m. on the day before the start of the pay period, to be effective with the start of the next pay period. Once on the AWL, the employee shall be available to work during the times listed by the employee and shall not be entitled to refuse such assignment.

Casual Employees

Casual employees are assigned to replace absent, sick or vacationing employees, or for other operational requirements. During the time of replacement, casual employees may be required to work full-time hours.

2.04 T.E.T. (Formerly 2.07)

Total elapsed time (T.E.T.) shall mean the time between the start of the first piece of work and the end of the last piece of work and includes the time not worked between the pieces.

No signed-up Community Transit indexes can extend beyond twelve (12) hours total elapsed time.

A Community Transit Service Operator's workday can **only** extend beyond twelve (12) hours total elapsed time with the Operator's consent.

2.05 Report Time (Formerly 2.08)

Operators shall be paid 15 minutes report time for taking vehicles into service if the vehicle has not previously been out in service during the day.

2.06 Cleaning Allowance (Formerly 2.09)

Community Transit Service Operators who are Full Time Employees will receive on their pay cheques a cleaning and maintenance allowance of \$12.00 bi-weekly.

Community Transit Service Operators who are Reduced Time Employees or who are Casual Employees will receive on their pay cheques a cleaning and maintenance allowance of \$6.00 bi-weekly.

2.07 Minimum Hourly Rates of Pay (Formerly 2.10)

Community Transit Operators shall be paid the minimum hourly rates of pay, according to the Wage Schedule.

2.08 Duties (Formerly 2.11)

The duties of the Community Transit Service Operators will be as set out in the Operator manual and will include, but are not limited to:

- Counting and recording number of passengers;
- Interior cleaning
- Fuelling, checking fluids, other minor servicing duties;
- Collecting and remitting fares to CMBC; and
- Dispatch duties as required.

2.09 Training Premium

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of **one dollar (\$1.00)** per hour while engaged in training work.

2.10 Unscheduled Transit Service Delays

Where Operators utilize the transit system to effect a relief or a report and an unscheduled transit service delay occurs, resulting in the Operators being unable to make the relief or report, they shall not be subject to loss of pay or to any disciplinary action or documentation. The Operators will take all steps available to them to notify Transit Communications or Dispatch of their delay at the earliest opportunity.

3.00 Application of Part 'G' of the Collective Agreement

Part 'G' applies to Community Transit Service Operators except where it is modified in this Article.

This Article supersedes 'G' 2.04:

3.01 Probationary Period

New employees shall be placed on probation for six hundred and seventy five (675) hours of actual time worked in addition to the initial training period. The Employer may dismiss probationary employees during their probationary period without giving any reason for doing so. The Union may grieve any alleged discrimination against dismissed probationary employees.

The Parties agree that it is beneficial to meet with new employees during their probationary period. Accordingly, the Company will meet with probationary employees during their probationary period to discuss their progress and any concerns. It is understood that such employees may bring Union Representation.

Where Coast Mountain Bus Company Ltd. considers an extension to the probationary period to be an appropriate approach for a particular employee, the following will apply:

1. Coast Mountain Bus Company Ltd. will meet with the Union at the earliest opportunity to discuss problems with the progress of a probationary employee and to discuss alternative solutions to dismissal as contemplated above.
2. Coast Mountain Bus Company Ltd. and the Union will discuss and agree to the length of the extension of the probationary period for an employee who is not progressing satisfactorily and who, in the opinion of Coast Mountain Bus Company Ltd., has the potential to be successful in the job. The purpose of the extension is to allow for further training and/or any other remedial assistance which may be necessary to ensure satisfactory completion of the probation and to provide a further opportunity for Coast Mountain Bus Company Ltd. to assess the employee's potential.
3. Items 1 and 2 above are without prejudice to the Union's right to grieve the termination of a probationary employee.

Article 'G' 11.00, 12.00 and 13.00 apply as modified below:

3.02 Benefits and Paid Leaves of Absence

a) Benefits

Community Transit Operators will participate in benefit plans in accordance with Article 'G' 12.00 and 'G' 13.00 and in the pension plan, to the extent that they are eligible.

For the purpose of 'G' 12.00 and all the Articles relating to 'G' 12.00, an employee's "regular daily earnings" shall be the average number of hours normally worked by the employee in a day in the preceding 30 day period.

For the purpose of group life insurance for RTE's the calculation will be based on the employee's straight time hours worked, times the employee's hourly rate.

Casual employees shall be paid 14% in lieu of all benefits (including Annual Vacation). Casual employees shall be entitled to statutory holiday pay in accordance with the Employment Standards Act.

b) Paid Leaves of Absence

Where an employee is granted any paid Leaves of Absence within Part 'G', the employee's pay for the day shall be the scheduled number of straight time hours missed for the day.

This Article supersedes 'G' 9.02:

3.03 Vacation

Annual Vacation

Employees other than Casual Employees shall earn annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take annual vacation anytime during that calendar year. New employees will be eligible for annual vacation after a period of 12 months of continuous employment. Reduced-Time Employees under this Section will not be subject to Article G 9.03.3 for the purpose of vacation entitlement. The vacation entitlements are as follows:

(1)	(2)
1 year of service	3 weeks
8 years of service	4 weeks
16 years of service	5 weeks
23 years of service	6 weeks

For the purposes of vacation pay, a “week” shall be an amount equivalent to the employee’s signed up work, exclusive of overtime, for the week(s) of vacation to a maximum of 37 ½ hours.

This Article supersedes ‘G’ 10.02, 10.3 and 10.4 in their entirety:

3.04 Statutory Holidays

An employee is eligible for a day off with pay on a statutory holiday if the employee has worked or earned wages for at least eighty (80) hours in the last four (4) weeks before the statutory holiday.

An employee who works on a statutory holiday will be paid for that day;

- a) 1 ½ times the employee’s regular wage for the time worked, up to 9.5 hours, and
- b) double the employee’s regular wage for any time worked over 9.5 hours.

In addition, the employee will receive a working day off with pay.

For the purpose of this Article, a “day off with pay” shall be the average number of hours normally worked by the employee in a day in the preceding 30-day period to a maximum of 7 ½ hours.

Article ‘G’ 8.00 applies, subject to the following conditions:

3.05 Community Transit Service Operator Vacancies, Promotions and Lay-offs

3.05.1 Seniority

Time worked in the Community Transit System will be recognized upon entry into the Conventional Bus system for the purposes of benefit calculation.

3.05.2 Vacancies

Community Transit employees will be given preference over external candidates for positions in the Conventional Bus system. Otherwise, Article ‘G’ 8.01 will apply.

3.05.3 Severance Pay

For the purpose of Article ‘G’ 8.04.9, Community Transit Service Employees other than casual Employees choosing severance pay will be entitled to the severance pay set out in that Article on a prorated basis.

Casual Employees shall not be eligible for severance pay.

This Article supersedes ‘G’ 15.00:

3.06 Safety

Community Transit Service Operations will have safety committees consistent with the WSBC regulations.

3.07 Temporary Employment

The parties agree to include "Community Transit Service Operations" in Article 'G' 17.00.

3.08 Training

An appropriate training period will be determined by the Employer, after consultation with the Union. **Upon request from an employee, and where the Training Department recommends that additional training is required, the Employer shall determine when the employee will be scheduled for training.**

3.09 Specific Matters of Agreement

Appendix 'C' – "Community Transit Service Operations" shall be included in the list set out in Article "G" 20.00.

4.00 Filling of Vacancies or New Positions

Further to the provisions of the Adams Award, the Parties have reached the following agreement on all matters related to employees from the conventional bus system filling vacancies or new positions in Community Transit Service (CTS) and vice versa.

4.01 Status of Appendix

The Community Transit Services Appendix shall be considered a separate section of the collective agreement, according to Article "G" 20.00 of the collective agreement.

4.02 CAW Local 111 seniority is defined as "date of hire" as a regular employee in the CAW 111 jurisdiction.**4.03 New Positions & Vacancies**

- a. For the purpose of this letter of agreement, vacancies will be defined as:
- i. New full time positions, created by the introduction of new service;
 - ii. Ongoing, regular full time positions vacated by employees transferring from CTS to conventional transit; and
 - iii. Ongoing regular full time positions vacated through the retirement or resignation of CTS employees.

For clarity, a CTS employee transferring between service areas is not filling a "vacancy" as defined in this agreement.

- b. Vacancies in CTS will be filled in an alternating manner, according to a 3:2 ratio (conventional: CTS). For the first three vacancies, preference will be given to applicants in the following order, subject to (c) below:
- i. CAW Local 111 seniority (Conventional Transit Operator)
 - ii. CAW Local 111 seniority (CTS Operator)
 - iii. Casual CTS employees
 - iv. Employees in CAW Local 2200 jurisdiction
 - v. External applicants

For the next two vacancies, preference will be given to applicants in the following order:

- i. CAW Local 111 seniority (CTS Operator)
- ii. CAW Local 111 seniority (Conventional Transit Operator)
- iii. Casual CTS employees
- iv. Employees in CAW Local 2200 jurisdiction
- v. External applicants

Once five vacancies have been filled, the preference sequence starts again as outlined above, with conventional operators being granted first preference on the next three vacancies and CTS operators being granted preference on the next two vacancies, and so on.

- c. Conventional Operators who have completed at least 12 months continuous service will be eligible for new positions and vacancies within CTS in accordance with their seniority. Absences under articles 'G' 11.00, 'G' 12.00 and 'G' 2.06 of the collective agreement which exceed fifteen (15) working days are excluded from the calculation of the 12 months of continuous service.
- d. CAW, Local 2200 and external applicants will participate in the regular CTS selection process, if required.
- e. Regular CTS employees, after a period of **6** months continuous service within CTS, will be eligible for new positions and vacancies in the conventional bus system in accordance with their seniority and the regular internal selection process applied by Employment Services. Such employees shall receive preference over Casual CTS employees, employees in CAW Local 2200 jurisdiction and external candidates. Casual CTS employees who have worked at least **500** hours **within** the 24 months immediately preceding a conventional bus vacancy shall be eligible to apply for such vacancy and will receive preference over employees in CAW Local 2200 jurisdiction and external candidates.

- f. Where a regular CTS employee is selected for a Conventional Bus Operator position, and that employee is unsuccessful in completing the first two weeks of training for their Conventional Bus Operator position, CMBC will return that employee to a position in CTS that is substantially similar to the position that employee left. (i.e. Full Time/Reduced Time).
- g. CTS employees who were previously Conventional Operators may only apply to return to conventional transit operations after 12 months continuous service in CTS and will not be subject to the regular internal selection process applied by Employment Services. Absences under articles 'G' 11.00, 'G' 12.00 and 'G' 2.06 of the collective agreement which exceed fifteen (15) working days are excluded from the calculation of the 12 months of continuous service.

4.04 Wages

- (a) A conventional bus system Transit Operator selected for a position within CTS will receive the wage rate outlined in the CTS wage schedule closest to, and not exceeding, the wage rate s/he earned in the conventional bus system.
- (b) A CTS employee selected for a position in the conventional bus system will receive the wage rate outlined in the Wage Schedule of the collective agreement, closest to, but not less than, the wage rate s/he earned in CTS. In cases where the CTS Operator was previously a conventional bus system Transit Operator, he/she will revert to his/her previous step on the wage schedule for conventional bus system Transit Operators and receive credit for time previously spent at that step.

4.05 Vacation & Shift Selection

- (a) A conventional bus system Transit Operator selected for a position within CTS will receive his/her vacation entitlement, according to the vacation schedule outlined in the Community Transit Service Appendix (Article 3.03). For this purpose, "years of service" shall mean years of service to the Company within the conventional bus system and Community Transit System.
- (b) It is understood that vacation entitlements are determined on January 1st each year. Employees transferring from any area of the Company to CTS and vice versa will receive their vacation entitlement in accordance with the jurisdiction they are in on January 1st. Vacation pay will be based on the pay rate at the time the vacation is taken. AV differential will be paid in accordance with the collective agreement.
- (c) Seniority for vacation and shift selection will be defined as the total length of service as a regular employee in CAW Local 111 jurisdiction. This language will apply in place of

any conflicting language contained in Appendix C of the collective agreement (see page 85 of the 2001 – 2004 collective agreement).

4.06 Layoff and Recall

Layoff and Recall will be as per the provisions of article "G" 8.00 of the collective agreement.

4.07 Other Provisions of Article 8

The provisions of article "G" 8.00 apply except as modified by Appendix 'C' Community Transit Service and this letter of agreement.

4.08 Operator Change of Status

Conventional Operators opting to fill positions in CTS or CTS Operators changing their status between Full-Time, Reduced Time and/or Casual should be aware that there may be a negative impact on their pension benefits when there is a change in status. To obtain information about pensions at CMBC, employees may contact the Compensation and Benefit Department

**LOU #1
Rehabilitation Placements, Temporary and Permanent and Accommodations and
Programs**

(Replacing LOU's # 1 and #18 of the 2007 collective agreement)

Historical Background

The Parties initiated a General Worker program in 1995 to address the need for a sustainable rehabilitation program and to provide for permanent accommodations for disabled employees. The Building Service Worker (BSW) program replaced the General Worker program. Originally there were 10 permanent BSW positions available for permanent accommodations, as agreed by the Parties on the basis that there would be an offset to costs of the LTD Plan (employee paid). In 2003, that was increased to 11 permanent positions.

In addition, temporary placements are also available within the BSW program to offset costs to the STD and LTD Plans.

Temporary Alternate Accommodations

The Parties have identified the following positions as Temporary Accommodations suitable for placement of disabled employees at CMBC:

Utility Operator;
Parts Truck Driver;
Yard Sweeper;
Temporary Building Service Worker; and
Modified Serviceperson.

Temporary vacancies, resulting from disability, in the Serviceperson and Interior Cleaner classifications may also be identified as suitable Temporary Accommodations for short periods of time (not exceeding 6 months), with the applicable rate of pay for these classifications.

These Temporary Accommodation positions are intended to provide suitable Temporary rehabilitation employment for workers who have been rendered disabled from performing the duties of their regular job and who have medical support to perform the essential duties of the above referenced positions, on a Temporary basis, as per the Job Demand Analysis (JDA) for these positions.

The RTW Committee may recommend other positions for suitable temporary or permanent placements, from time to time or as the opportunity and need arises.

Placement Protocol

Placement into these positions shall be coordinated by the Occupational Health Group as per the protocol between the Parties. It is intended that disabled workers who are placed into the above referenced positions will occupy these positions until they receive Medical Clearance to return to their regular job or for a maximum period of six months. Extensions of these time limits may be agreed to between the OHG and the CAW Rehabilitation Coordinators, in exceptional circumstances, for short durations.

Permanent Accommodations

Employees who:

- 1) are unable to return to their regular job in the foreseeable future; and
- 2) have medical support certifying that they are permanently disabled from their own occupation; and
- 3) are medically cleared to perform the work of other classifications, as per above, at CMBC; or
- 4) have been approved by their physician and the OHG as capable of performing the essential duties of the positions,

shall be placed in the Accommodations Process for consideration for permanent alternative employment within CMBC as per the agreed to Placement Protocol. It is expected that the Company, the Union, and the Employee will participate in the Accommodations Process and that the employee will accept reasonable accommodation to work that does not have an adverse affect on his/her specific medical condition.

The Building Service Worker (BSW) Permanent Accommodation Positions

The Parties agree there are eleven (11) BSW positions available for Permanent Accommodations. The Parties agree that these positions are reserved for employees who are unable to perform any other alternate work. The parties further agree that a proactive, progressive approach to address employees requiring permanent accommodations into the BSW (and other positions), needs to be implemented expeditiously.

Therefore, the Parties agree to meet within three (3) months of entering into this LOU to review the current BSW program effectiveness, including exploring a means to increase the number of BSW positions to allow for accommodating employees who are waiting for permanent accommodations, at any given time. This review will also include an analysis of the use of the BSW program as a “flow-through”, temporary accommodation vehicle, for employees requiring such a rehabilitation in accordance with LOU 32.

The Parties agree that there are significant benefits derived from the introduction of cooperative rehabilitation programs and further that identifying placement opportunities for disabled workers at CMBC, in all jurisdictions, is beneficial to all parties.

The Rehabilitation / Return To Work Committee

The Parties agree to address issues involving permanent and temporary accommodations through the Rehabilitation / Return to Work Committee, as set out in LOU #32.

Effective February 5, 2013

Cheryl Shizgal
Director, Labour Relations

Don MacLeod
President, Local 111

Kathy Pereira
Director, Health Management,
Training and Communications

Joe Elworthy
President, Local 2200

Mark Henderson
Manager, Operations

Susan Spratt
CAW National Representative

Vic Carreira
Director, Fleet Maintenance

Gavin Davies
Vice-President, CAW Local 111

Tracy Suzuki
Manager, Payroll

Carlos Moreira
Vice-President, CAW Local 111

Terry Fedoruk
Treasurer, CAW Local 111

Gary Kong
CAW, Local 111

Mike Smith
Vice-President, CAW Local 2200

Al Fotheringham
CAW, Local 2200

LOU #2
Operational Review Committee (ORC)

1. A top level Operational Review Committee (ORC) will be established to facilitate changes designed to make Coast Mountain Bus Company more efficient and cost effective, while protecting or enhancing the quality of employees' working lives. The ORC will consist of equal numbers of representatives from the Company and the Union as follows:

<u>Union Representatives</u>	<u>Company Representatives</u>
National President (or designate)	Company President (or designate)
President Local 111	Vice President Customer Service
President Local 2200	Vice President Regulatory & Consulting Services
CAW Area Director	Director, Service Delivery (or designate)
CAW National Staff	Director, Labour Relations

Advisory Staff may be utilized by either Party to assist the discussion of relevant issues at the ORC.

2. The mandate of the ORC includes developing and implementing the agreements reached between the Parties on issues referred below:
- Community Transit Services
 - Reduced Time Employees (Operations)
 - Reduced Time Employees (Maintenance)
 - Spareboard Rules
 - Scheduling of Employees both Operations and Maintenance
- And any other issues that the Parties agree to refer to the ORC.
3. The Parties recognize that any agreement reached are subject to the ratification processes of their respective principals as determined by each Party.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #3
Traffic Violations
Partial Premium Assistance**

(formerly LOU #15)

On occasion, an employee driving a Coast Mountain Bus Company vehicle will be cited for a traffic violation, the reason for which can be traced to the vehicle, rather than any culpable conduct by the employee. Examples of this might be driving a vehicle which does not display a Preventative Maintenance Sticker, or being found guilty of speeding when the vehicle's speedometer read within the speed limit.

Such cases will be investigated when reported to the Employer within one (1) week of the incident and the Employer will accept responsibility in those cases where it determines that the cause of the violation was due to the vehicle and not due to any culpable conduct on the part of the employee.

We also wish to make it clear, however, that the Employer does not intend to subsidize an employee who already has a poor driving record. In other words, the Employer will pay the Driver Point Premium for up to seven (7) points in the event of a "non-culpable" speeding ticket (every driver gets four 'free' points, plus three points for speeding, equals seven). An employee who already has, for example, twelve "culpable" points will have to pay the balance out of his own pocket. Notwithstanding the above, where any of the employee's previous points have resulted from a vehicle defect for which the Employer accepted responsibility pursuant to this letter, those points will be considered in determining the amount payable by the Employer.

Renewed: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #5
Banking of Overtime

(formerly LOU #33)

During negotiations for a renewal of the collective agreement in 1992, the Employer expressed concern about the level of sick leave utilization. The Union expressed the belief that if employees were allowed to bank overtime it would have the effect of reducing the utilization of sick leave.

To that end the Parties have agreed to a Letter of Understanding regarding the banking of overtime which provides for a 75 hour overtime bank. The Parties are anticipating a corresponding drop in sick leave utilization. Should the anticipated reduction fail to occur the Employer may invoke the 30 day cancellation clause.

FOR THE COMPANY:

R. Warren
Labour Relations Manager

C.J. Connaghan
Labour Relations Consultant

December 11, 1992

FOR THE UNION:

E. Scott
President, Local 1

D. Staschuk
President, Local 2

LOU #6
Banked Overtime and
Short Term Disability - Local 111

1. Employees in Local 111 may bank a maximum of seventy-five (75) hours of overtime in a **calendar** year.
2. This banked time may be used in single or part day increments according to the following:
 - (a) Employees must show their intent to bank overtime at the time of the Annual Vacation sign-up by signing the overtime banking intent sheet.
 - (b) Overtime shall be banked commencing **January 1st**, then **during the calendar year** until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - (c) Employees shall arrange such banked time to be taken off with **the depot**, giving forty-eight (48) hours minimum advance notice of their intent. Notwithstanding the foregoing, upon request the 48 hour minimum advance notice may be waived at the discretion of the **Supervisor**. Such a request will not be unreasonably denied.
 - (d) Following each sign-up, Operators will be able to sign, if slots are available, any banked overtime days off within the timeframe represented by that sheet only.
 - (e) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
3. 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 their bank to the seventy-five (75) hour maximum in the subsequent **calendar** year.
4. Any unused portion in a Local 111 employee's overtime bank may be paid out at any time at the request of the Local 111 employee subject to the following:
 - (a) the request shall be made in writing;
 - (b) the written request must be given to the employee's immediate supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Local 111 employee wishes to receive the overtime bank pay-out;
 - (c) the overtime bank payout will be included in the Local 111 employee's paycheque;
 - (d) a Local 111 employee who has requested to have his or her overtime bank paid out will not be permitted to bank any overtime hours for the remainder of the calendar year.

5. To assist in the scheduling of time off from the Overtime Bank, a minimum of fifteen (15) hours per day will be set aside for banked overtime leave requests at the Surrey, North Vancouver, Burnaby, Port Coquitlam and Richmond Transit Centres and thirty (30)-hours per day will be set aside at the Vancouver Transit Centre.
6. It is understood that both Parties expect that allowing the banking of overtime will result in a reduction in usage of the Short Term Disability Plan.
7. These arrangements will be reviewed by a Monitoring Committee with equal representation from each Party. The Committee will review sick leave statistics no less frequently than each six (6) months.
8. The Employer shall permit employees, upon request, to access their Banked Overtime to cover unpaid authorized leaves.

Revised Effective February 5, 2013

Revised: April 01, 2007

For Coast Mountain Bus Company:

For CAW:

Cheryl Shizgal
Director, Labour Relations

Don MacLeod
President, Local 111

Kathy Pereira
Director, Health Management,
Training and Communication

Joe Elworthy
President, Local 2200

Mark Henderson
Manager, Operations

Susan Spratt
CAW National Representative

Judie Robertson
Manager, Scheduling

Gavin Davies
Vice-President, CAW Local 111

Don Rice
Director, Operations

Carlos Moreira
Vice-President, CAW Local 111

Terry Fedoruk
Treasurer, CAW Local 111

Gary Kong
CAW, Local 111

Mike Smith
Vice-President, CAW Local 2200

Al Fotheringham
CAW, Local 2200

**LOU #7
40 Hour Work Week**

It is agreed that the implementation of a forty hour work week is intended to improve the working conditions, the quality of life of Conventional and Community Transit Operators, and result in cost savings to the Company. The Parties agree that if the Employer's Service Profile/Hours of Service change sufficiently during the life of this Collective Agreement (eg. FTN changes from 15 to 16 hours), the Parties will meet within sixty (60) days to explore options to amend the normal work day and work week to eight (8) hours per day and forty (40) hours per week.

In exploring the forty hour work week, the Parties will also focus on, but will not be limited to, the following:

1. Two piece straights shall be separated by fifteen minutes or less;
2. An increase in the current percentage of straight shifts;
3. An increase in shifts that are within 9 hours of elapsed time;
4. An 8 hour daily guarantee;
5. Reduce the number of late splits; and
6. Reduce the number of early splits starting before 5am.

It is agreed that the change to a forty hour work week would require ratification by both parties.

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Operations**

**Judie Robertson
Manager, Scheduling**

**Martin Lay
Director, Contracted Services**

**Louise Hearty
Manager, Community Shuttle Operations**

FOR THE UNION:

**Don MacLeod
President, CAW, Local 111**

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW, Local 111**

**James Kricken
Property Representative, CAW Local 111**

**Alf Madsen
Gary Kong &
Ray Beattie
CAW Local 111**

Effective February 5, 2013.

**LOU #7 Addendum
40 Hour Work Week**

In reference to the LOU #7 relating to Transit Operators, if the Parties agree to implement the 40 hour work week for Transit Operators, the Parties agree to meet to explore the feasibility of implementing the 40 hour work week for Maintenance staff.

Effective February 5, 2013.

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Gary Strachan
Director, Fleet Management**

**Kathy Pereira
Director, Health Management,
Training and Communications**

**Vic Carreira
Director, Fleet Maintenance**

**Tracy Ramlu
Senior Labour Relations Advisor**

FOR THE UNION:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW Local 111**

**Terry Fedoruk
Treasurer, CAW Local 111**

**Gary Kong
CAW, Local 111**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW Local 2200**

LOU #8
Banked Overtime and
Short Term Disability - Local 2200

(formerly LOU #36)

1. Any Local 2200 employee, including SeaBus employees, may bank a maximum of seventy-five (75) hours of overtime, Sunday and Stat premium pay in a **calendar** year in total.
2. This banked time may be used in single or part day increments according to the following:
 - (a) Employees must show their intent to bank overtime at the time of the Annual Vacation sign-up by signing the overtime banking intent sheet.
 - (b) Overtime shall be banked commencing **on January 1st**, then **during the calendar year** until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - (c) Employees shall arrange banked time to be taken off with their immediate supervisor, giving forty-eight (48) hours minimum advanced notice of their intent. Notwithstanding the foregoing, upon request the 48 hour minimum advance notice may be waived at the discretion of the Employer. Such a request will not be unreasonably denied.
 - (d) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
3. 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 their bank to the seventy-five (75) hour maximum in the subsequent calendar year.
4. These arrangements will be reviewed by a Monitoring Committee with equal representation from each Party. The Committee will review sick leave statistics no less frequently than each six (6) months.
5. It is understood that both Parties expect that allowing the banking of overtime will result in a reduction in usage of the Short Term Disability Plan.
6. The Employer shall permit employees, upon request, to access their Banked Overtime to cover unpaid authorized leaves.

Revised Effective February 5, 2013

**LOU #8 Addendum
Banked Overtime and
Short-Term Disability - Local 2200**

The following sets out the agreement reached between the Parties regarding the application of LOU #36 (now LOU #8).

1. Any unused portion in a Local 2200 employee's overtime bank may be paid out at any time at the request of the Local 2200 employee, subject to the following:
 - (a) the request shall be made in writing;
 - (b) the written request must be given to the employee's immediate supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Local 2200 employee wishes to receive the overtime bank pay-out;
 - (c) the overtime bank pay-out will be included in the Local 2200 employee's paycheque;
 - (d) a Local 2200 employee who has requested to have his or her overtime bank paid out will not be permitted to bank any overtime hours for the remainder of the calendar year.
2. Any unused portion of a Local 2200 employee's overtime bank remaining at the end of the calendar year shall be carried over to the following calendar year in accordance with paragraph #3 of the LOU.
3. Cancellation of Letter of Understanding #36 (now LOU #8) by either Party will result in the automatic cancellation of this addendum Letter of Understanding.

Signed this 16th day of March, 1995.

FOR THE COMPANY:

Garry Gatley
Senior Labour
Relations Advisor

Alec Dawson
A/General Mgr
Maintenance

FOR THE UNION:

Eric Scott
President, ICTU Local 1

Dan Staschuk
President, ICTU Local 2

Last Revised: April 1, 2004

LOU #10
'G' 8.04.10 – Recall

(formerly LOU #39)

Subject to ratification by their respective memberships, CAW Locals 111 and 2200 agree to the following:

In the case of employees being laid off, they will not lose their right of recall unless they refuse recall to their classification.

FOR THE COMPANY:

R. Warren
C.J. Connaghan

FOR THE UNION:

E. Scott
D. Staschuk
F. Beadle

September 11, 1992

**LOU #11
Operations Labour Management Committee**

Terms of Reference

1. Principles

The primary purpose of the Operations Labour Management Committee is to provide a forum for information exchange and discussion between the Union and Management.

2. Purpose

The objectives of the Committee will be to:

- Review and make recommendations to the Parties to minimize the risk to employees from violence in the workplace;
- Promote the cooperative resolution of workplace issues and organizational change*;
- **Advise and update the Union about upcoming technological changes that will affect Local 111 members;**
- Discuss methods to improve efficiencies and productivity; and
- Discuss key performance indicators.

* It is understood that issues relating to grievances and collective bargaining will not be matters of discussion at Labour Management Committee meetings.

3. Membership

The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The Union's representatives will be reimbursed for any loss in straight time earnings resulting from time spent in such Committee meetings.

Upon mutual agreement, either Party may bring additional representatives to provide input on the issues under discussion. The Employer will not be responsible for any loss on earnings of additional Union representatives.

4. Meetings

The Committee will meet quarterly unless mutually agreed otherwise. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Operations
Kathy Pereira**

FOR THE UNION:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200
Susan Spratt**

Letter of Understanding #11

**Director, Health Management
Training and Communication Representative**

**Gary Strachan
Director, Fleet Management**

**Tracy Ramlu
Senior Labour Relations Advisor**

Operations Labour Management Committee

CAW National

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW Local 111**

**Terry Fedoruk
Treasurer, CAW Local 111**

**Gary Kong
CAW, Local 111**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW, Local 2200**

DATED this 20th day of April, 2001.

Revised Effective February 5, 2013

LOU #14
Full Time Relief Workers – Maintenance

This Letter of Agreement will serve to outline the terms and conditions of a new status of maintenance employee (Fleet Running Maintenance Garages, Fleet Overhaul, Facilities Maintenance and Bus Stop Maintenance). It is the intent of the Parties that these new Full-time Relief Workers (FTRWs) will be full-time employees for the purposes of the rights and benefits provided by the Collective Agreement. It is agreed that this letter is entered into on an experimental basis and may be cancelled by either Party as provided in paragraph 15 below.

- 1) FTRWs shall work full-time hours and shall be entitled to all rights and benefits provided to Full-time Regular Employees, as outlined in the Collective Agreement, except as provided below.
- 2) FTRWs are employees hired to perform work such as projects, campaigns or other work as required between projects and campaign. In addition, in the Facilities Maintenance Department, FTRWs can be hired to backfill full time regular employees' absences due to vacations or long term disability.
- 3) The FTRW category shall not apply to Serviceperson or Interior Cleaner positions, unless mutually agreed between the Parties.
- 4) FTRWs will not participate in the Garage Sign-ups provided for in Article M 2.01.1. In addition, FTRWs will not be assigned to a home base.
- 5) The Employer will, wherever practicable, determine work schedules of a minimum of one week duration. The Employer will provide a minimum of seven (7) calendar days' notice prior to the commencement of such work schedule.
- 6) Work schedules will vary according to work locations and the nature of the duties to be performed.
- 7) FTRWs may be assigned to more than one work location within a work schedule, as required. However, the Employer will endeavour to consider the employee's preference of location when assigning work.
- 8) FTRW vacancies will not be posted internally in accordance with Article G 8.01.
- 9) FTRWs will accrue employer, section and job classification seniority.
- 10) If a reduction in the number of FTRWs is required, such reduction will be in reverse order of their job classification seniority, within the FTRW group. For example, if there are four (4) FTRWs in the job classification of Commercial Transport Mechanic and a reduction in this number is required, the first hired will be the last affected by the reduction.

FTRWs shall be excluded from the provisions in Article G 8.04, except as follows:

follows:

- (a) FTRWs will be provided with fifteen (15) working days' notice of the termination of their employment.
 - (b) Article 8.04.9 applies to FTRWs except that FTRWs are only eligible for severance under Article 8.04.9 after six (6) consecutive months of employment.
 - (c) With respect to recall, employees choosing to be placed on the recall list shall have recall seniority for a period of twelve (12) months and shall be recalled in order of their seniority to a vacant FTRW position in the classification from which they were laid off. Employees who do not accept a recall to the FTRW position in the classification from which they were laid off shall have their name removed from the recall list.
 - (d) Articles 8.04.11, 8.04.12, 8.04.13, 8.04.14 would apply to FTRWs.
- 12) Full-time Regular employees will not be laid off while FTRWs are employed in their classification.
 - 13) The Employer agrees to hire no more than twenty (20) FTRWs in total. Should the Employer find it necessary to hire more than the total number of FTRWs, it will discuss the reasons for hiring more with the Union prior to hiring such employees.
 - 14) In the event that a FTRW applies for and is selected for a regular full-time position, their time worked as a FTRW shall be applied against the probationary period, which shall have the effect of reducing the probationary period by an equivalent amount of time worked.
 - 15) This Agreement is entered into by the Parties on an experimental basis and is subject to cancellation by either the Employer or the Union upon ninety (90) days' written notice to the other Party.
 - 16) In the event that this Agreement is cancelled, paragraphs 10, 11 and 12 above will apply to all FTRWs employed at the time of notification.

FOR THE COMPANY:

Gillian Gardiner
Senior Labour Relations Advisor

Gerry Krantz
Director, Fleet
Running Maintenance

FOR THE UNION:

Rick Yelland
1st Vice-President, CAW, Local 2200

Joe Elworthy
President, CAW, Local 2200

Letter of Understanding #14

Full Time Relief Workers - Maintenance

Dave Vallely
Manager of Production

Stu Shields
CAW National Representative

DATED this 20th day of April, 2001.

Last Revised: April 1, 2004

**LOU #15
ET / CT Classifications**

The Parties agree to establish a Committee that will monitor the working relationship between ETs and CTs.

The Committee will review and make recommendations to the Maintenance Advisory Committee, as appropriate.

The Committee will consist of two (2) representatives of the Union and two (2) representatives of the Employer. The Union's representatives will be reimbursed for any loss in straight time earnings resulting from time spent in such Committee meetings.

Either Party may request a meeting.

This Committee will be in place for the life of the Collective Agreement commencing April 1, 2012, unless specifically renewed by the Parties.

Effective February 5, 2013

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Gary Strachan
Director, Fleet Management**

**Vic Carreira
Director, Fleet Maintenance**

**Dan Savitsky
Manager, Fleet Technical Support**

**Matt Hamlin-Douglas
Labour Relations Advisor**

FOR THE UNION:

**Joe Elworthy
President, Local 2200**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW Local 2200**

LOU #16
Maintenance Advisory Committee

1. Principles

The Maintenance Advisory Committee is a forum for information exchange and **communication** between the Union and Management **at a high level.**

2. Purpose

The mandate of the Committee will be to:

- Provide information to the Union regarding upcoming **plans, developments, projects and campaigns;**
- Discuss **high level** operational issues such as work scheduling, organizational change, etc.;
- Discuss new equipment and work procedures and methods to improve efficiencies and productivity;
- Discuss key performance indicators; **and**
- **Foster a positive and professional relationship throughout the Maintenance Division.**

3. Membership

The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The Union's representatives will be reimbursed for any loss in straight time earnings resulting from time spent in such Committee meetings.

Upon mutual agreement, either Party may bring additional representatives to provide input on the issues under discussion. The Employer will not be responsible for any loss in straight time earnings of additional Union representatives.

4. Meetings

The Committee will meet quarterly unless mutually agreed otherwise.

FOR THE COMPANY:

Gerry Krantz
Director, Fleet Running Maintenance

Dave Vallely
Manager of Production

Mike Madill
Director, Labour Relations

FOR THE UNION:

Don MacLeod
President, CAW, Local 111

Rick Yelland
1st Vice-President, CAW, Local 2200

Joe Elworthy
President, CAW, Local 2200

DATED this 19 day of April, 2001.

Revised Effective February 5, 2013

**LOU #17
Transit Employees' Health &
Benefit Trust**

The Parties hereby agree to consent to the First Amendment Agreement And Declaration Of Trust. Made as of February 7th, 2002 governing the above Plan and Trust Fund as amended by the Trustees effective September 1st, 2006, **and again on August 16th, 2010**, to provide that:

The Trustees of the Trust created and established, as defined above, shall be **six** in number of whom **two** shall be appointed by Coast Mountain Bus Company Ltd., one shall be appointed by **South Coast British Columbia** Transportation Authority, one shall be appointed by the National Automobile, Aerospace, Transportation and General Workers Union, (CAW – Canada), Local 111, one shall be appointed by the National Automobile, Aerospace, Transportation and General Workers Union, (CAW – Canada), Local 2200 **and one shall be appointed by the Canadian Union of Public Employees (CUPE, Local 4500)**, and shall constitute the Board of Trustees.

Revised: April 01, 2007

Revised Effective February 5, 2013

For Coast Mountain Bus Company:

**Cheryl Shizgal
Director, Labour Relations**

**Tracy Suzuki
Manager, Payroll**

**Don Rice
Director, Operations**

**Gary Strachan
Director, Fleet Management**

For CAW:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Terry Fedoruk
Treasurer, CAW Local 111**

LOU #19
Accredited Service
Former VICL/PCL Employees

(formerly LOU #73)

PCL was formed as a Crown Corporation April 1, 1979, by combining Pacific Stage Lines and Vancouver Island Coach Lines. The employees of both PSL and VICL were given accredited service with PCL and their seniority was merged at the time.

A number of former PCL employees have become employees of BC Transit and are seeking accredited service for the time spent as employees of PCL.

By virtue of the fact the service in question was spent with a Crown corporation providing Transit services to the public; therefore the Parties agreed as of 1 January 1995:

1. Former Vancouver Island Coach Lines employees who became employees of Pacific Coach Lines on the date PCL was created, 1 April 1979, will be awarded credit for unbroken service with PCL.
2. Employees who entered service with PCL after 1 April 1979, will not receive credit for service with PCL.
3. This agreement represents full and final settlement of the accredited service issue for former PCL employees.

Signed this 16th day of March, 1995.

FOR THE COMPANY:

Fred Cummings
Manager, Labour Relations

Dan Parker
Sr. Labour Relations Officer

FOR THE UNION:

Eric Scott
President, ICTU Local 1

Dan Staschuk
President, ICTU Local 2

**LOU #20
Travel Time Committee**

The Employer and the Union agree to meet during the life of this Collective Agreement to discuss the Travel Time allowances at each Transit Centre.

Effective February 5, 2013

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Operations**

**Mark Henderson
Manager, Operations**

**Judie Robertson
Manager, Scheduling**

**Tracy Ramlu,
Senior Labour Relations Advisor**

FOR THE UNION:

**Don MacLeod
President, CAW, Local 111**

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW, Local 111**

**Terry Fedoruk
Treasurer, CAW, Local 111**

**Gary Kong
CAW, Local 111**

**Susan Spratt
CAW National Representative**

LOU #21
Breaks – Transit Operators

The Parties in collective bargaining in 2007 discussed the issue of implementing breaks for Operators.

The Parties agree to form a joint committee to meet during the life of the Agreement to discuss the construction of mutually acceptable schedules, running and recovery times which would facilitate the implementation of these breaks. The Parties will attempt to develop a mutually agreeable trial sheet for the purpose of conducting an experiment at a designated transit centre.

These discussions will commence within ninety (90) calendar days of ratification of the Collective Agreement. The joint committee will report back to the Parties by December 31, 2007.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #22
National Safety Code – Hours of Service

The Parties agree to form a Joint Employer/Union Committee to implement the Hours of Service Exemption Permit No. 200-937-210/0307 issued March 20, 2007, by the Commercial Vehicle Safety & Enforcement Branch and revise the LOU #23, Overtime Limits to reflect the National Safety Code Regulations.

- 1) **Membership**
This Committee shall be composed of eight (8) members, four (4) each from the Company and the Union. The Committee may be augmented as necessary to provide input about the issues under discussion.

- 2) **Meetings**
This Committee shall meet as and when required. Either party may call a meeting. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Florence Webber
Director, Depot Standards and Procedures

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #23
Overtime Limits**

(formerly LOU #17)

The Employer and the Union agree on the following limits to the amount of overtime that can be worked by individuals at all Operating Centres:

- (a) No Operator will exceed fifteen (15) hours paid time per day.
- (b) No Operator shall work except in compliance with one of the following:
 - i. the Operator completes a schedule of no more than 60 hours of paid time during any 7 consecutive days;
 - ii. the Operator completes a schedule of no more than 70 hours of paid time during any 8 consecutive days;
 - iii. the Operator completes a schedule of no more than 120 hours of paid time during any 14 consecutive days where the Operator has at least 24 consecutive hours of off duty time before completing 75 hours of paid time.

All other agreements and practices regarding the National Safety Code remain unaffected.

When volunteering for overtime, Operators are required to inform the Depot of the maximum hours they can work.

For the purpose of this Letter of Understanding, paid time shall include report time, lay-up time, travel time and make-up time.

The Parties agree to meet to discuss the implementation of any new legislation affecting the above provisions.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Florence Webber
Director, Depot Standards and Procedures

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #24
Scheduling Of Random Annual Vacation

The parties hereby agree to the following terms and conditions associated with the process for granting Random Annual Vacation days.

This Letter applies to all Transit Operators who are entitled to Random Annual Vacation (RAV) pursuant to Articles G 9.02 and O 9.00. The primary intent of this Letter is to ensure a fair and reasonable opportunity for employees to have access to time off based on their RAV entitlement.

At all transit centres, the following provisions will supersede any current system for granting of RAV:

1. Nothing in this Letter restricts an employee who has a week of RAV entitlement from electing to take that time as a block of vacation in accordance with the Annual Vacation Sign-up.
2. During each sheet sign-up, immediately after each Operator has signed for his or her work, he or she will sign, if slots are available, any RAV days off that he or she requires within the timeframe represented for that sheet only. Any Operator who is not attending sign-up and who leaves a choice slip will also indicate on that choice slip a minimum of three preferences in priority order for RAV time off.
3. After the process described in item (2) above is completed, an Operator may elect to request RAV time off during the sheet by making their request to their Operations Supervisor at least forty-eight hours in advance in accordance with Article O 9.00.
4. RAV entitlement that is still not taken as of December 15th, nor scheduled as of December 15th to be taken by the end of the year, will automatically be paid out as per past practice.
5. It is understood, in keeping with past practice that any employee changing transit centres will be required to reselect their RAV based on the availability of such time off at the new transit centre at the time he/she transfers.
6. In the event a sheet is extended, Operators can still request time off during this extended period of time, by contacting their Operations Supervisor and making their request at least forty-eight hours in advance.

Letter of Understanding #24

Scheduling of Random AV

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #25
Length Of Runs

(formerly LOU #21)

While it is agreed and understood that the final authority and responsibility for the construction of running sheets and schedules rests solely with CMBC subject to the provisions of the Collective Agreement, CMBC will endeavour to maximize the percentage of straight runs unless there is a service design revision which, in the opinion of CMBC, necessitates an alternate run cutting strategy to meet CMBC's operational requirements and service design.

CMBC will provide the Union with details of impending service design changes and the Union agrees to provide CMBC with its preference in regard to work assignments at each Operating Centre prior to the commencement of the run cutting process. Union preference in regard to work assignments will be one of the criteria upon which the new service will be run cut.

CMBC will make every effort to maintain the present numbers of early straights subject to changes in service levels or operating conditions that make the maintenance of the present numbers of early straights impracticable.

It is agreed by the Parties that the issues covered by this Letter of Understanding are subject to Article 'O' 2.02.1 of the Collective Agreement.

FOR THE COMPANY:

M. D. Berardine
Manager, Labour Relations

J. Mills
Vice-President
Planning & Scheduling

FOR THE UNION:

F. McCormack
President, Local 1

Dated July 28, 1989

LOU #26
Service Review Committee

1. **OBJECTIVE**

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

2. **COMMITTEE MEMBERSHIP**

The composition of the Service Review Committees is to be standardized and permanent members appointed. The committee composition will be as follows:

- One Chairperson (Depot Manager)
- One Operations Supervisor & one Transit Supervisor
- **Four Service Design**
- Three Conventional Transit Operators at each property, one of whom shall be the Property Representative
- One Community Transit Operator at each property with Community Transit service

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

3. **TERMS OF REFERENCE**

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

- (i) routings
- (ii) facilities (loops, exchanges, washroom locations, etc.)
- (iii) cycle times (running times and recoveries)
- (iv) schedule hookups/interlining/meets
- (v) passenger loadings/overloads
- (vi) bus allocations
- (vii) deadhead routings

The scope of the committees is largely advisory and items which deal with safety, policy decisions by outside jurisdictions, budget, or the right of the Employer to manage the system, will not be a subject of discussion or debate, and must be deferred to the appropriate forum separate from these committee meetings. Minor crew scheduling matters may be discussed at the conclusion of the Service Review Committee meetings provided that these discussions do not impinge on the regular sheet inspection process.

Where the Chairperson is satisfied that there is a general agreement among all committee members regarding a solution or resolution of a matter raised at a committee meeting, and such solution or resolution is supported by documentation **as outlined in item #9**, the Employer will implement such solution or resolution at the following sheet change or as soon as is practical thereafter provided that the implementation of such solution or resolution is within the sole discretion of the Employer. Where such solution or resolution is beyond the sole discretion of the Employer, the Employer will endeavour to receive appropriate approvals for the implementation of the solution or resolution as soon as possible.

Where supporting evidence from sources listed in item #9 demonstrates a running time related problem on a line, the Service Review Committee will jointly recommend conducting an audit on that line. **The audit will consist of specific information from the documentation outlined in item #9 since the beginning of the current sheet, or previous sheets, as agreed to by the Committee.** The Committee will utilize the results of the audit to make recommendations to correct and/or restore schedules and service reliability. If additional resources are required to implement the recommendations, CMBC will pursue the necessary resources, either by reallocating existing resources or by seeking approval for amendments to the Service Plan. **In any event, the employer commits to correcting insufficient running time, if supported by the Service Design analysis and requested documentation as outlined in item #9.**

Furthermore, the Chairperson shall be empowered to enact solutions to immediate and serious problems, pending a thorough review of alternatives, with due consideration for service objectives and budget implications.

Matters unresolved at this committee will be referred to the Director, Service **Design**, and the Director, **Operations** or their designees, and the President and 1st Vice-President of CAW Local 111 for final resolution. An individual Property Representative may substitute at these meetings for either the President or the 1st Vice-President of CAW Local 111.

4. AGENDA ISSUES

(a) Structured Agenda

Items to be discussed will be outlined in an agenda which will be circulated by the Chairperson to all committee members in sufficient time (i.e. one week) to allow those attending time to research the items.

(b) Agenda Items

Items to be included in the agenda must be submitted to the Chairperson no later than ten (10) calendar days prior to the meeting and should include a ranking of their relative priority.

- (c) New Business
Items not on the agenda will be identified at the beginning of the meeting and will be part of that agenda and shall only be dealt with after all other agenda items have been completed, or they may be tabled to the following meeting.
5. MINUTES OF THE MEETING
- (a) Recording Secretary
There will be a permanent (non-CAW) secretary assigned from each Transit Centre to be responsible for recording minutes and ensuring that they are circulated within one (1) week following the meeting. The minutes shall be read for errors, omissions and clarifications at each following meeting.
 - (b) Standard Format
The minutes will be of a standardized format used by all Centres, indicating action to be taken and those responsible for completing the task(s).
6. TIMING OF MEETINGS
- (a) Frequency
Meetings shall be held twice per sheet to receive operator input and to make service adjustments in a timely manner. To that end, the parties agree the timing of the meetings will reflect the timing of the implementation of the sheet, schedule deadlines, and new service initiatives. Additional meetings may be scheduled at the sole discretion of the Chairperson, based on need, in consultation with the Property Representative.
 - (b) Duration
The length of each meeting shall not exceed two and one-half (2 1/2) hours (four [4] hours at Oakridge Transit Centre) except where extended at the sole discretion of the Chairperson.
7. OPERATOR COMMENT SHEETS
- Standardized Format
- Operators shall use Comment Sheets which will become a key input in identifying schedule related service problems. This input can form much of the basis for agenda items of the next meeting. This form will be a **double sided page** and will be readily available at the Depot Offices for Operators to take, fill out and return to the Operations office for further action.
8. Where an Operator experiences running time problems that negatively affect that Operator's ability to manage his or her schedule, the Operator shall fill out a comment form and submit it to an Operations Supervisor.

The Comment form shall include all information that is required to identify the run that has the running time problem and a clear explanation of the problem. The Operator may

also include a proposed resolution to the problem that may or may not be used as the permanent solution to the running time problem. Copies of the comment sheet will be distributed to the Service Review Committee Chairperson, Service Review Union Representative and the Operator will retain a copy.

An Employer representative and Union representative on the Committee shall, within two (2) days of receiving the comment form, commence investigation of the problem and contact the Operator who submitted the comment form prior to completing the investigation.

A copy of the investigation results shall be forwarded to the Operator within one (1) day of completing the investigation. If a resolution is found during the investigation, that resolution will be communicated to the Operator with the investigation results.

The Operator shall contact a Service Review Committee member within one (1) week of the implemented resolution and confirm whether the resolution was appropriate.

If the resolution appears appropriate, the Employer will endeavour to consider the specific resolution and/or its underlying principles in the construction of future sheets.

9. DOCUMENTATION

Upon request, the Employer agrees to provide the following documentation, as it becomes available, to the members of the Service Review Committee:

1. The unscheduled overtime summary
2. **CIR** Summary Reports (including Pass-up reports)
3. APC & TMAC Data Summaries **and Analysis**
4. Schedule change bulletins
5. Supervisors' memos written pursuant to a specific request from the Committee Chairperson to investigate a matter discussed at a committee meeting
6. Start date for construction of the sheets (verbal)
7. Service Review Minutes
8. Operator Comment Forms
9. Customer Service Complaint Summaries

It is understood that all documentation provided by the Employer pursuant to this Letter of Understanding will be treated in strict confidence.

10. APPLICATION OF LOU

It is agreed and understood that nothing in this Letter of Understanding limits the Employer's rights nor alters or amends any of the terms of the Collective Agreement.

11. SERVICE MONITORING TECHNOLOGY

The Parties agree that with the introduction of new technology such as the Transit

Management and Communications system (TMAC) and Automated Passenger Counters (APCs) there will be the potential for significant improvements to the ability to monitor service. As such, the Parties agree to discuss how these technologies may impact the format and structure of the Service Review Process.

Revised: April 01, 2007

Revised Effective February 5, 2013

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #27
Provision Of Special Category Runs

(formerly LOU #23)

Effective for September 2002 running sheets, the creation of “special category” runs will entail coupling of an unspecified number of a.m. and p.m. “trippers” so that such runs will pay a minimum of seven hours and thirty minutes (7:30).

The basic features of these runs shall be as follows:

1. Maximum spread time of 13 hours.
2. All runs off Saturday and Sunday.
3. Two pieces of work only.
4. All runs exempt from percentage requirements of present or future Agreements.
5. Effective the September 2002 running sheets, runs will be available for signing for the balance of each sheet at all depots.
6. Payment for spread time in excess of ten (10) hours at a premium rate of 25% of the Operator's regular straight-time rate.
7. Maximum shift time of 7 hours and 30 minutes.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #29
Sign-Up**

In the event CMBC develops or acquires the technology to allow Operators the ability to sign up electronically, the Parties agree to meet and discuss an alternative method of administering sign-ups.

The Parties agree that three members from either side will participate.

The Parties agree that the Committee will discuss a method of administering the sign-up that:

1. allows operators to exercise their seniority to choose their work;
2. reduces the overall cost of a sign-up.

In the event the Parties agree to change the current sign-up process, such changes will be ratified by the Parties.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Jim Prokop
Director, Service Planning/Scheduling

For CAW:

Steve Sutherland
President, Local 111

Jim Houlahan
Vice-President, Local 2200

Susan Spratt
National Representative

LOU #30
Service on Statutory Holidays

In view of the increased demand for transit service on Statutory Holidays and the changing service profile, the Company may add service on some Statutory Holidays. Where the scheduled service for a Statutory Holiday is more than a Sunday Sheet, the additional service may include split shifts, with a T.E.T. of no more than ten and one-half (10½) hours.

The Parties agree to form a joint Committee to review service on Statutory Holidays, with a view to developing a mutually agreeable alternative to the application of split shifts.

In the event that the Committee is unable to develop such an alternative by March 31, 2009 the Company will implement service on statutory holidays as described in this LOU.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #31
Terms of Reference - Easter Monday Sheet

(formerly LOU #44)

1. Easter Monday running sheets will be developed in accordance with service requirements as determined by CMBC with input from CAW.
2. Construction of the Operators' sign-up sheets will be done with input from CAW and with available manpower in mind and with consideration towards attempting to provide work for as many Operators as possible from the service plan developed by CMBC.
3. Length of shifts will vary to a maximum of 7:50 hours at time and one-half. All shifts will pay a minimum of 7:30 hours.
4. Any and all split shift indexes will pay 7:30 hours minimum at time and one-half.
5. Straight shifts may vary in length from a minimum of 5 hours to a maximum of 7:50 hours, all paying time and one-half.
6. Travel time and spread pay will be paid as per the Collective Agreement.
7. There will be a draw for Easter Monday. The number of "offs" and "probables" to be set by CMBC.
8. The Employer will determine the number of Operators required to work that day.

FOR THE COMPANY:

R. Warren
Labour Relations Manager

C.J. Connaghan
Labour Relations Consultant

September 24, 1992

FOR THE UNION:

E. Scott
President, Local 1

D. Staschuk
President, Local 2

LOU #32
Rehabilitation/Return To Work Committee Terms Of Reference

CMBC and the CAW are committed to developing a productive rehabilitation and return to work program. The Parties agree to the following terms of reference for a Rehabilitation/Return-to-Work Committee:

1. Principles

The primary purpose of rehabilitation, **accommodation** and return to work initiatives is to **support temporarily or permanently disabled employees with alternative work arrangements**. The Company and the Union agree that early intervention is key to a successful rehabilitation program, expedient recovery and return to work. **The Parties are committed to:**

- a. **Supporting, exploring and developing productive rehabilitative programs, including permanent accommodation programs.**
- b. **To promote an effective, employer paid, Employee Family Assistance Program. Quarterly EFAP reports will be shared with the Return to Work Committee.**

2. Membership

The Committee shall consist of four (4) members from the Union (two (2) from CAW Local 111 and two (2) from CAW Local 2200) and four (4) members from CMBC. It is understood that a quorum of this committee is a minimum of two (2) members from each of both CMBC and the Union.

3. Purpose

The mandate of the Committee will be to:

- Identify new and review existing temporary alternate work assignments that could be performed by employees unable to perform their regular work due to a temporary disability, **either in their own positions or in alternate positions**, and the funding of those programs;
- **Define the duties of the various agreed-to rehabilitation positions, including but not limited to Utility Operator, Parts Truck Driver, Yard Sweeper, Temporary Building Service Worker, Modified Service Person.**
- **Specifically review the opportunities for a rehabilitation opportunity within the CAW Local 111 jurisdiction for fuelling and sweeping Community Shuttle vehicles.**
- **Specifically review the opportunities for a rehabilitation opportunity within the CAW Local 111 jurisdiction for bus loop cleaning.**

- Review the Employer's current rehabilitation/return to work policies and joint Union / Management initiatives on rehabilitation / return to work issues and make recommendations to the Employer regarding policy change options;
- Identify cross-jurisdictional issues involving other Unions and facilitate the resolution of those issues by referral to the multi-party Cross-Jurisdictional Committee;
- Discuss the expansion of the BSW Rehabilitation Program (**ie. Increasing the number of FTR BSW positions, as specified in LOU 1). The Company will support an increase in the number of FTR BSW positions as specified in LOU 1) to ensure there is no net increase in cost to CMBC.**
- **Identify other discussion items, including ongoing medical assessments in permanent accommodations where deemed appropriate.**
- Outline the duties and responsibilities of the Union Rehabilitation Coordinators.

4. Meetings

The Committee shall meet on a regular schedule of approximately eight (8) meetings per year. The Committee may decide to meet on a more or less frequent basis, as determined by agreement of the Committee members.

5. Costs

The Company will pay Committee members a straight time allowance equal to basic straight time wages necessarily lost as a result of the Committee members' attendance at meetings of this Committee. These costs will be limited to a maximum of eight (8) meetings per year.

6. The parties agree that one qualified employee from each of CAW Local 111 and CAW Local 2200 (a Union Rehabilitation Coordinator) may be required to assist CMBC with the rehabilitation and return to work program as and when required by the employer. **Union Rehabilitation Coordinators will sign a document acknowledging their obligation to maintain the confidentiality of all medical information.** Time spent working in the capacity will be considered a paid leave of absence.

7. Where it is in the best interests of the employee, the Union Rehabilitation Coordinator will encourage the employee to disclose the employee's medical information to the

Company. It is understood that this information will be kept confidential among those with whom it is shared.

Revised: April 01, 2007

Revised Effective February 5, 2013

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Kathy Pereira
Director, Health Management,
Training and Communications**

**Gary Strachan
Director, Fleet Management**

**Vic Carreira
Director, Health Maintenance**

**Mark Henderson
Manager, Operations**

**Tracy Suzuki
Manager, Payroll**

FOR THE UNION:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Carlos Moreira
Vice-President, CAW Local 111**

**Terry Fedoruk
Treasurer, CAW Local 111**

**Gavin Davies
Vice-President, CAW, Local 111**

**Gary Kong
CAW Local 111**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW Local 2200**

LOU #33
Sick Leave Less Than a Day

The Parties to this Agreement hereby agree that if an Operator's sick leave absence is less than a day, that an Operator may request such absence be changed to Banked Overtime (or a leave of absence without pay if the employee has no Banked Overtime) subject to all of the following conditions:

1. That the absence is due to illness and is for less than a day as defined in the Collective Agreement.
2. That such Operators notify their Operations Supervisor within seven (7) days of the date of the occurrence.
3. That such occurrences shall be recorded as "sick leave – BOT/LOA", however, such occurrences will not be considered to be "an absence" under either Article G 12.02 of the Collective Agreement or under the Company's Attendance Management Program.
4. That there will not be more than two such absences within a calendar year.

It is furthermore understood and agreed that the above procedure is entered into by the Parties to this Agreement on a trial basis for twelve (12) months, and will be subject to extension on a month-to-month basis thereafter. Should monitoring of results by the Company reveal unsatisfactory results or abuses, as deemed by the Company, the procedure may be arbitrarily cancelled by the Company by providing thirty (30) days written notice to the Union of its intention to do so.

LOU #34
Spareboard Housekeeping Committee

The Parties agree to form a Joint Employer/Union Committee, for the purpose of completing a Housekeeping exercise to the Spareboard Rules.

- 1) Principles
The primary purpose of the Joint Committee is to review, consolidate and reorganize the Spareboard Rules. The overall intent of this exercise is to reduce the size of the Spareboard Rulebook, while providing clarity to the rules.
- 2) Membership
This Committee shall be composed of eight (8) members, four (4) each from the Company and the Union. The Committee may be augmented as necessary to provide input about the issues under discussion.
- 3) Meetings
This Committee shall meet by September 30, 2007 and either party may call a meeting. The Committee shall meet at a Hotel location as agreed by the Parties and shall equally share all costs related to these meetings. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Florence Webber
Director, Depot Standards and Procedures

Don Rice
Director, Service Delivery

Mike McComber
Manager, Service Delivery, PTC

Tracey Lang
Senior Labour Relations Advisor

For CAW:

Steve Sutherland
President, Local 111

Terry Fedoruk
Financial Secretary, Local 111

Eric Scott
Bargaining Committee, Local 111

Brian Davie
Bargaining Committee, Local 111

**LOU #35
Holding List Committee**

Notwithstanding the Holding List as one (1) of the Employer's Notice Items in the letters to the Union dated November 10, 2006 and November 20, 2006, the Parties agree to form a Joint Employer/Union Committee, to discuss the current Holding List Procedures.

- 1) Principles
The primary purpose of the Joint Committee is to discuss and make recommendations for addressing issues surrounding the current Holding List Procedures.
- 2) Membership
This Committee shall be composed of eight (8) members, four (4) each from the Company and the Union. The Committee may be augmented as necessary to provide input about the issues under discussion.
- 3) Meetings
This Committee shall meet as and when required. Either party may call a meeting. The Committee shall establish an agenda in advance of the meeting regarding the pertinent issues to be discussed.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Florence Webber
Director, Depot Standards and Procedures

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #37
Introduction of Compressed Work Week Local 111
(formerly LOU #64)

CMBC and CAW Local 111 are committed to introducing a Compressed Work Week at all Transit Centres. The Parties agree that the benefits of this initiative include the potential for improving the quality of work life for Operators, in addition to the potential for reducing the costs of operation.

1. In order to assess the benefits of the Compressed Work Week (CWW), CMBC agrees to enter into a CWW arrangement on an experimental basis at Burnaby Transit Centre. It is understood that should the trial be successful at this location, the parties will extend the CWW on an experimental basis to other Transit Centres.

It will not be possible to proceed at OTC until we have a computer system in place to construct the schedules and process the payroll, due to the size of the operation. It is intended that as soon as a system is in place, this restriction will no longer remain as a barrier to the introduction of a CWW arrangement at OTC.

If a new computer system is not in place within one (1) year of the ratification date of this Collective Agreement, the CWW will be introduced at OTC on a limited basis utilizing the resources currently available.

2. The parties further agree that the criteria for measuring the success of the CWW will include cost savings to CMBC and improved working conditions (to be defined) for the Operators. It is understood that the calculation of cost savings will not include any start up administrative costs. However, it will include any additional ongoing costs that may arise exclusive to the administration of the CWW. It is also understood that working conditions may vary from Centre to Centre.
3. A Joint Committee consisting of two (2) representatives of CMBC and two (2) representatives of CAW Local 111 shall meet during the trial period(s) to review the cost savings and working conditions at each trial location. This committee will identify problems and implement solutions to ensure the CWW is successful in meeting the objectives set out above.
4. It is further agreed that although work rules have not been amended to facilitate the introduction of the CWW, the parties will consider amending the existing work rules to optimize benefits for both parties.

5. Individual Letters of Understanding will be developed for each Transit Centre, setting out the agreed terms and conditions specific to that Transit Centre.
6. The Letters of Understanding referenced in Item 5 above, are subject to ratification by the Local 111 membership at the applicable Transit Centre.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Jim Prokop
Director, Service Planning/Scheduling

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #38
Banked Overtime – Local 111

The Parties agree to form a joint committee to review the following issues relating to banked overtime:

- The scheduling of time off for banked overtime.
- Coverage of work associated with banked overtime leaves.
- The potential to accommodate requests to take banked overtime.

The committee will develop an alternative that addresses both the Union's concerns regarding the ability to access banked overtime, and the Company's concerns regarding coverage of work.

Dated this 01st day of April 2007
Revised Effective February 5, 2013

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #39
Vacation Banking Committee

The Parties agree to form a Joint Committee to determine a process for when the volume of Banked Vacation to be taken, exceeds the volume of Vacation to be banked.

- 1) **Membership**
This Committee shall be composed of four (4) members, two (2) each from the Company and the Union. The Committee may be augmented as necessary to provide input about the issues under discussion.

- 2) **Meetings**
This Committee shall meet by May 31, 2007.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Florence Webber
Director, Depot Standards and Procedures

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #40
Special Market Adjustment for Skilled Trades

In recognition of the competitive job market in British Columbia for attracting and retaining skilled tradespersons, the Company agrees to apply a special market adjustment in each of the four years of this Collective Agreement to the skilled trades listed below.

Mechanic	FACILITIES MAINTENANCE SHOPS:
Machinist	Carpenter
Electrician	Maintenance Mechanic
Bodyperson	Sheet Metal Worker
Farebox & Maintenance Mechanic	Industrial Electrician
Trimmer	Plumber
Electronic Technician	Painter
Welder	Overhead Door Servicer
Tireperson	Air Conditioning & Refrigeration Mechanic
Painter	Bus Stop Maintenance Painter
Autobody & MVA Repair Estimator	Sign Painter
Industrial Engines & Equipment Partsperson	SEABUS:
Trolley Overhead Lineperson	Master
Trolley Overhead Electrician	Controller/Mate
Trolley Overhead Technician	Senior Chief Engineer
	Chief Engineer
	Chief Electrician
	2 nd Engineer
	Electrician
	Junior Engineer
	Partsperson

The special market adjustments indicated below will be applied to the employee's base wage rate and be reflected in the wage scales in accordance with the following:

- an additional 0.5% increase, effective April 1, 2007
- an additional 0.5% increase, effective April 1, 2008
- an additional 0.5% increase, effective April 1, 2009
- an additional 0.5% increase, effective April 1, 2010

Letter of Understanding #40

Special Adjustment for Skilled Trades

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #41
Temporary Market Adjustment

The Parties recognize that the recruitment and retention challenges with specific trades and groups may occur over the life of the Letter of Understanding.

The intent of this Letter of Understanding is to provide for an expeditious means of addressing wage rate issues which may be associated with such recruitment and retention challenges.

Positions identified to receive a TMA may relate to a specific trades group or specialized and/or unique positions.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #42
Casual Labour (Snow Removal)

(formerly LOU #1)

1 March 1985

Mr. G. R. Krantz, President, Local 2
5694 Imperial Street
Burnaby, BC V5J 1G2

Dear Mr. Krantz:

Re: Casual Snow Removal

This letter will remain in effect as long as mutually agreed.

The specifics of this classification are as follows:

1. The personnel will be hired on an "as and when" required basis for the purpose of snow removal only.
2. The rate of pay will be 65% of the hourly rate of the Building Service Worker classification as listed in the Collective Agreement, plus 20% in lieu of benefits.
3. The maximum hours of work will be thirty (30) hours in any one (1) week and seventy-five (75) hours in any one (1) calendar year.
4. Personnel in this classification will be covered by all the terms of the Collective Agreement except those as covered by items 1, 2 and 3 above.

Yours truly

J. G. Fraser, Manager
Metro Transit Operating Co.

G. R. Krantz
President, Local 2

LOU #43
Merger of Helper/Serviceperson CAW Local 2200

(formerly LOU #11)

All Helpers shall become Servicepersons under the following rules:

- (a) All existing Helper positions shall be declared Serviceperson (G) positions. The position of Helper shall be eliminated.
- (b) All existing Helpers shall be given preference according to seniority, in the filling of Serviceperson (G) vacancies including the annual signup.
- (c) The rate of pay shall be that of a Serviceperson as listed in the Collective Agreement and shall become effective July 10, 1987.
- (d) A Serviceperson filling a Serviceperson position with a (G) designation will be required to perform any duties incidental to garage work as defined in 'M' 10.02.
- (e) Initially, their Serviceperson (G) seniority will place them at the bottom of the Serviceperson seniority list except for annual vacation signup as outlined herein. For the purposes of Annual Vacation signup only, all employees who were Helpers as of the date of signing of this letter shall sign according to their Helper/ Serviceperson seniority.

D. F. Jackman

G. Krantz

July 8, 1987

LOU #44
Summer Students (Casual Labour)

(formerly LOU #12)

The specifics of this classification are as follows:

1. Summer Students will be hired on an "as and when" required basis during the period May 1 to September 15 to provide assistance and/or relief coverage for the following classifications:
 - (a) Serviceperson
 - (b) Labourer
 - (c) Partsperson
2. Summer Students may not be required to possess a Class II with air driver's licence, nor drive buses. In the event that the Employer wishes these employees to drive, the Employer shall ensure that they are properly trained and licensed.
3. Summer Students assisting Partspersons shall not be required to be fully qualified in all aspects of the job classification.
4. The initial rate of pay shall be the Serviceperson 1st Eight Months (75%) hourly rate after completing the Trainee period. There shall be no entitlement to any welfare benefits. If required, Summer Students will be provided with a monthly 3-Zone Farecard during their employment.
5. Summer Students will be covered by all the terms and conditions of the Collective Agreement except those covered by items 1, 2, 3 and 4 above.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Sandra Hentzen
Director, People Strategies

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #45
Introduction of Overhead Door Servicer Classification

The Parties hereby agree to the following terms and conditions associated with the creation of a new classification titled Overhead Door Servicer:

1. The Overhead Door Servicer shall constitute a new job classification under Section “M” of the Collective Agreement.
2. To enter this job classification, the employee must:
 - have five (5) years experience installing, repairing and service of overhead doors
 - welding, fabricating and low voltage electrical
 - experience repairing sliding doors and hardware, as required
3. The hourly rate of pay associated with this job classification shall be \$29.13, subject to future general increases.
4. In order to maintain stability in the associated responsibilities, employees filling a regular vacancy in this job classification must remain in the that position for a minimum of one calendar year from their commencement date, after which they are eligible to apply on other vacancies.
5. The Parties shall jointly discuss any matters that may have been overlooked in the introduction of this new job classification.

Revised Effective February 5, 2013

**LOU #46
Coordinator Position**

The Coordinator position is a specialist in a specific classification that has demonstrated strong troubleshooting and organizational skills, has a team approach and buddy training abilities. This employee must be able to be knowledgeable on all applicable components and products and must demonstrate initiative in learning new technologies on their own or through company-sponsored training. The position will be awarded based on ability to perform the required duties.

This Agreement is entered into by the Parties on an experimental basis and is subject to cancellation by either Party upon ninety (90) calendar days written notice to the other Party.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #47
Technological Change**

In order to address various concerns raised by the Union through its proposals in respect to technological change and its impact on employees, the Parties agree to forward these issues to the Maintenance Advisory Committee for further discussion and resolution by no later than June 30, 2007.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #48
Minor On-Road Bus Problems

(formerly LOU #61)

It has been agreed among Maintenance management, CAW Local 2200, TMA/CUPE and Transit Control that the following define what a Transit Supervisor can do in the area of minor on-road repairs:

1. Tighten and adjust mirrors.
2. Reset emergency shut-down switch.
3. Start buses from the engine compartment.
4. Top-up engine coolant.
5. Clear fareboxes.
6. Check engine oil and transmission fluid levels, but not add oil or transmission fluid.
7. Cut trolley rope, and tie loose to other trolley pole.
8. Re-set radio.
9. Realign maxi-alarm photosensor units that may have been bumped out of alignment, and lean reflectors when dirty or wet.
10. Manually lower wheelchair lift in situations where it becomes stuck with a passenger on-board trying to leave the bus. Restore the lift, allowing the bus to continue with lift out of service.
11. Replace safety equipment - fire extinguishers, wheel blocks - as may be necessary on in-service buses. This shall be done on a rotation basis, with stock drawn from Stores through the regular process and carried in Supervisors' vehicles. Equipment issued by Transit Supervisors in this fashion shall be replenished from Stores through the regular process.
12. Carry and use a star wrench, screwdrivers, and pliers for the above adjustments and repairs.

Transit Supervisors are expected to refrain from the following:

1. Becoming parts delivery persons, except in emergency or critical situations where there may be no alternative.
2. Delivering mechanics to buses requiring repairs when there is any reasonable likelihood a second garage staff member or a shop truck may be required. There may be some circumstances where this assistance is sensible - nearby location, no garage staff available - and shall be acceptable, on an exception basis.
3. Accessing or interpreting engine diagnostic failure codes.
4. Replacing any bus parts such as mirrors, wiper blades, trolley ropes.

As well, Transit Supervisors shall be permitted to install and remove temporary bus stop signs redirecting passengers to stops off the normal route when there are ten or fewer signs involved, and the work is to be done outside normal working hours. Transit Supervisors may make up signs in an emergency situation when nobody else is available, while advising the bus stop crew as soon as possible thereafter, so that more permanent signage may be created and installed.

It is understood that any contemplated additions, alterations or deletions to these guidelines should be discussed with all affected parties, prior to implementation.

Signed this 16th day of March, 1995.

FOR THE COMPANY:

Alec Dawson
A/General Manager
Maintenance

Garry Gatley
Senior Labour
Relations Advisor

FOR THE UNION:

Eric Scott
President, ICTU Local 1

Dan Staschuk
President, ICTU Local 2

LOU #49
CAW Local 2200 Skilled Trades Program

The Parties agree that there is value to have CAW Local 2200 members attend the Skilled Trades Education Program at Port Elgin CAW/TCA Family Education Centre, Ontario, or similar programs that may be presented in British Columbia.

Whereas the Local Union is committed to having its members participate in these programs, the Company agrees to consider a request for leave of absence for Skilled Trades employees to attend such programs subject to departmental requirements.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #50
Trolley Overhead Lineperson Apprenticeship and Live Wire Crews

The Parties agree to develop a certified apprenticeship program for the Trolley Overhead Lineperson (TOL) classification at CMBC. To this end, the Parties will convene a special joint committee to make recommendations to the senior levels of the Union and Company for adoption. The Parties may involve additional participants as required.

Additional issues to be discussed and resolved include:

1. The use of the TOL Apprentice as the driver and third crew member in live wire situations;
2. Interim measure(s) to address the driver position for live wire situations until a sufficient number of TOL Apprentices are available;
3. Appropriate compensation to address the attraction and retention issue in the TOL classification.

The above discussions will commence within sixty (60) calendar days of ratification of the Collective Agreement. The agreement reached between the parties will be detailed in a Letter of Understanding to be completed by no later than December 31, 2007.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #51
BO Bus On Road Repair and Return to Shop**

The Parties agree that a committee of two members from the Union (Local 2200) and two members from the Company will meet immediately following the ratification of this Memorandum of Agreement to establish the proper protocols and criteria in returning defective buses to the maintenance garages.

Effective February 5, 2013

FOR THE COMPANY:

**Cheryl Shizgal
Director, Labour Relations**

**Gary Strachan
Director, Fleet Management**

**Vic Carreira
Director, Health Maintenance**

**Don Rice
Director, Operations**

**Judie Robertson
Manager, Scheduling**

FOR THE UNION:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW Local 111**

**Terry Fedoruk
Treasurer, CAW Local 111**

**Gary Kong
CAW, Local 111**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW Local 2200**

LOU #52
Modified Work Week/Interior Cleaners

(formerly LOU #66)

All conditions of employment within the Employer's and the Union's Letter of Understanding re: the Modified Work Week experiment and the Collective Agreement shall apply to the Interior Bus Cleaners. In addition, any cancellation of the Modified Work Week experiment as provided in the Letter of Agreement shall also cancel this Addendum.

1. WORKING HOURS

The work day shall be any seven and one-half (7 1/2) consecutive hours of work, exclusive of lunch periods. A one-half (1/2) hour unpaid meal period will be scheduled at approximately the mid-point of a shift. As well, two (2) ten minute paid periods will be scheduled in the first and second halves of the shift.

2. WORK WEEK

The work week shall be any four (4) consecutive calendar days of work, followed by the next three (3) consecutive days as scheduled days off.

3. WORK YEAR

A work year shall consist of approximately 1,565 hours. Employees may be scheduled to work more or less than 1,565 hours in a specific year.

4. SALARY

Employees shall receive the same hourly rates of pay and be paid in the same manner as they are presently, regardless of their shift schedules.

5. ANNUAL VACATIONS

Vacation entitlements will be pro-rated to reflect the provisions of Article 'G' 9.02 of the Collective Agreement.

6. STATUTORY HOLIDAYS

Employees shall not normally work the statutory holidays outlined in Article 'G' 10.00 of the Collective Agreement, but shall be paid six (6) hours pay for each statutory holiday subject to the eligibility requirements contained in Article 'G' 10.00.

7. WAGE PROTECTION

For employees covered by this Modified Work Week experiment Addendum, for a first or second absence in a calendar year, a doctor's visit and the accompanying medical certificate is required for absences which extend beyond three (3) days.

8. CANCELLATION

This Addendum may be cancelled by either Party upon providing thirty (30) days written notice to the other Party. In the event the Addendum is cancelled, the employees shall revert to the five day, six hour per day schedule.

Signed this 17th day of March, 1995.

FOR THE COMPANY:

Garry Gatley
Sr. Labour Relations Advisor

Alec Dawson
A/General Mgr Maintenance

FOR THE UNION:

Eric Scott
President, ICTU Local 1

Dan Staschuk
President, ICTU Local 2

Last Revised: April 1, 2004

LOU #53
Contracting of Maintenance and SeaBus Work

As per Article G2.07 of this Agreement, as it pertains to the contracting out of Maintenance and/or SeaBus work, it is agreed in principle that the Company will endeavor to limit work contracted out as much as possible and any work that is contracted out will be done at wages and working conditions comparable to those paid by appropriate unionized companies.

In the event that the Company deems it necessary to contract out any Maintenance and/or SeaBus work, the Company will endeavor to consult with the Union through the Maintenance Advisory Committee or the SeaBus Advisory Committee and consider reasonable alternatives brought forward by the Union.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #54
Full-time Senior Relief Employees – SeaBus

Preamble: The Employer and the Union recognize that there is a difference between Full-Time Senior Relief Employees and Full-Time Regular Relief Employees.

Full-Time Senior Relief Employees are Regular Full-Time Employees. As such, they are not required to make themselves available for work on the same basis as the Full-Time Regular Relief Workers.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Jim Prokop
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #55
Full-Time Regular Relief Workers and Temporary
Employees – SeaBus Operations

(Formerly LOUs #28, #57, #61 and #62)

Preamble: This letter will serve to outline conditions of employment for Full-Time Regular Relief Workers and Temporary Employees at SeaBus Operations.

It is the intent of the Parties that this Letter of Understanding 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 of Understanding.

The Parties shall jointly discuss any related matters at the SeaBus Advisory Committee that may have been overlooked or any issues that may arise in relation to this Letter during the term of this Collective Agreement.

A. Full-Time Regular Relief Workers

1. Full-Time Regular Relief Workers shall make themselves available for work on the same basis as the Temporary employees at SeaBus except that they shall be given priority for work assignments in order to ensure they work the equivalent of full-time hours. Full-Time Regular Relief Workers shall be entitled to all rights and benefits provided to Regular Full-Time Employees at SeaBus, as outlined in the Collective Agreement.
2. Full-Time Regular Relief Workers shall be assigned work as equitably as possible to bring their hours up to the full-time equivalent before work is assigned to Temporary Employees.
3. (a) It is understood that CMBC will top-up a Full-Time Regular Relief Worker's hours in each pay period in order to achieve 1,956.7 hours annually.

(b) In the event that a Full-Time Regular Relief Worker works less or more than seventy-five (75) hours in a pay period, CMBC may draw from or deposit into that employee's lay day bank up to three (3) hours.
4. Full-Time Regular Relief Workers shall perform work as assigned, including routine maintenance and painting related to SeaBus, and any other duties as may be required.
5. The Parties shall maintain a system to include these Full-Time Regular Relief Workers in the overtime rotation after completion of seventy five (75) hours in a pay period.
6. Should CMBC find it necessary to hire more than six (6) Full-Time Regular Relief Workers then CMBC will discuss the reasons for hiring more than this total with the Union prior to hiring such employees.

B. Temporary Employees

1. In accordance with Article 'S' 1.02, temporary employees will be employed on an as and when required basis for relief purposes or for work of a non-recurring nature.
2. A temporary employee may work in any temporary vacancy provided he/she possesses the qualifications for the position.
3. Work will be distributed as equitably as possible between temporary employees. Temporary employees shall work no more than seven (7) consecutive days without two (2) days off.
4. Employees will be paid at the rate of pay applicable to the job they perform (i.e. when temporary employees work as Marine Attendants, they are paid at the Attendant's rate of pay for time worked in that position. Likewise, when temporary employees work as Controller/Mates, they are paid as the Controller/Mate's rate of pay).
5. It is understood that temporary employees will make themselves available for work when required.
6. It is understood that should there be a change in the business needs at SeaBus that warrants an increase in the number of temporary employees beyond two (2), the Parties will meet to review the matter. The Union's agreement to increase the number of temporary employees beyond the current level will not be unreasonably withheld.
7. It is understood that nothing in the foregoing constitutes a guarantee of continued employment as a temporary employee or a guarantee of subsequent regular employment.

Dated this 01st day of April 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #56
SeaBus Advisory Committee

(Formerly LOU #63)

1. Principles

The primary purpose of the SeaBus Advisory Committee is to provide a forum for information exchange and discussion between the Union and Management.

2. Purpose

The mandate of the Committee will be to:

- Provide information to the Union regarding upcoming projects and campaigns;
- Discuss operational issues such as work scheduling, organizational change, etc.;
- Discuss issues which are considered to be the underlying causes of grievances;
- Discuss new equipment and work procedures and methods to improve efficiencies and productivity; and
- Discuss key performance indicators.

It is understood that this committee does not have the authority to supersede grievances and that either party may decline to discuss issues that may be considered to be subjects for collective bargaining.

3. Membership

Initially, the Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. After the first four meetings, it is anticipated that the committee shall consist of two (2) representatives of each party. The Union's representatives will be reimbursed for any loss in straight time earnings resulting from time spent in such Committee meetings.

Upon mutual agreement, either Party may bring additional representatives to provide input on the issues under discussion. The Employer will not be responsible for any loss in straight time earnings of additional Union representatives.

4. Meetings

The Committee will meet quarterly unless mutually agreed otherwise.

FOR CMBC:

Ross Stevens

Michael Madill

FOR CAW:

Joe Elworthy

Eva Montgomerie

DATED this 25th day of October, 2004

LOU #58
Day Off Trades – SeaBus

(formerly LOU #8)

The Employer is prepared to permit employees at SeaBus to trade days off subject to the following rules:

- a. All trades are not for payroll.
- b. Separate trade slips must be prepared for each shift or consecutive shifts and must be submitted **seventy-two (72)** hours in advance for approval by SeaBus management **unless there are exceptional circumstances which require less notice.**
- c. The employees working the shift exchange will assume all responsibilities and duties, and any discipline incurred.
- d. Trades may be approved only for days off for scheduled work. Employees are not permitted to work trades while on Annual Vacation.
- e. Trades for "cash" are not allowed.
- f. Employees may only trade days off with other employees in the same job classification.
- g. Under no circumstances will an employee be permitted to work his full seven day layday period without a minimum of three days off.
- h. No employee will be permitted to make a trade that will result in that employee having less than an eight (8) hour rest period between watches.
- i. No employee will be allowed to trade when he has a positive layday balance in excess of forty-eight (48) hours, unless a request for a layday has been denied for the same time period.

Revised Effective February 5, 2013

LOU #59
Applications for LOA Without Pay
for Obtaining or Upgrading Certificates

(formerly LOU #9)

8 March 1984

Mr. G. R. Krantz
President, Local 2
Independent Canadian Transit Union
5679 Imperial Street
Burnaby, BC V5J 1G1

Dear Mr. Krantz:

Re: Applications for Leave of Absence Without Pay for the Purposes of Obtaining or Upgrading
Certificates Issued by Transport Canada

Notwithstanding the provisions of Section 11.00 in Part 'G' of the ICTU Collective Agreement, the Company is prepared to consider applications for Leaves of Absence without pay for the purpose of obtaining or upgrading certificates issued by Transport Canada on the following basis:

1. An employee may be granted a Leave of Absence by the Company to attend classes in courses approved by it at the Pacific Marine Training Institute provided the employee:
 - (a) has a minimum Transport Canada approved accumulated sea-time necessary to write the appropriate Transport Canada examination;
 - (b) has been employed at SeaBus continuously for not less than twenty-four months; and
 - (c) has met the minimum educational qualifications, and/or the medical/physical requirements set by Transport Canada.
2. The Leave of Absence granted will have a duration commensurate with the length of the course, but may be cancelled by the Company where an assessment by the Institute of the employee's attendance or progress is unfavourable.

3. An employee requesting a Leave of Absence for the above purpose shall make application to the Service Delivery Manager, SeaBus, not less than thirty days in advance of the date the course is scheduled to commence and shall include with his application a copy of such documents attesting that he meets the qualifications set forth in 1(a) and 1(c) above.
4. It is understood that by applying for the Leave of Absence, the employee has given his commitment to complete the prescribed Transport Canada exam(s) to obtain or upgrade the certificate within six months following his successful completion of the course(s).
5. An employee whose Leave of Absence was cancelled will not have his application for further Leave of Absence for the above purpose considered before the expiration of twelve months following the date of cancellation.

Yours truly
J. S. Poynter

Manager, SeaBus

c.c. K. F. Mawdsley, B. Beattie, J. G. Fraser, D. G. Parker

**LOU #60
Watchkeeping Schedules – SeaBus**

(Formerly LOU #24)

The Employer agrees to seek and accept input from the Union in developing new watchkeeping schedules.

FOR THE COMPANY:

B. Kelly
Manager
North Vancouver/SeaBus

R. Warren
Labour Relations Supervisor

FOR THE UNION:

G. Krantz
President, Local 2

Dated March 15, 1989

LOU #61
Consultation Committee – Community Transit Service (CTS)

CMBC and CAW 111 agree to establish a forum for information exchange and discussion relating to CTS, including representatives of CTS. The purpose of the forum will include:

1. Providing the Union and CTS representatives with information and input about current and upcoming delivery of CTS.
2. Discussing operational issues such as work scheduling.

This forum will **meet on a regular basis and will** comprise of **at least** two (2) representatives from each party, **including one representative from each property and a full time Union officer.**

Revised Effective February 5, 2013

LOU #63
Community Transit Administrative Processes

During collective bargaining, the Parties canvassed a number of administrative processes in Community Transit with a view to making some constructive changes that address a number of employee concerns while at the same time maintaining the necessary efficiencies in these processes. In this context, the following issues were **discussed**:

1. The process for RTEs expressing availability for additional hours **and maximizing their hours prior to the use of casuals**
2. Maximizing hours for **all rosters**
3. The method for distribution of Overtime opportunities
4. Casuals' expression of availability for work in specific locations
5. Casuals' degree of flexibility in refusing short assignments
6. Process for backfilling full-time vacancies occurring mid-sheet
7. **Utilization of vacation relief**

In conjunction with LOU #61, the Parties agree to meet within 60 days of the ratification of this agreement to discuss these issues.

Revised Effective February 5, 2013

LOU #64
Medical Examination

The Employer may require an employee to have a full medical examination by a specialist of the employee's choice, where circumstances so warrant. The Employer will pay for the cost of the examination.

**LOU #65
Deferred Salary Leave**

Employees who have completed a minimum of 24 months continuous service as a regular employee are eligible to apply for the Deferred Salary Leave Plan (DSLPL). Approval will be subject to operational requirements.

This Program allows employees to defer 20% of their gross salary to finance a future leave of absence that will be six (6) or twelve (12) consecutive full calendar months. This Letter of Understanding is a summary of the Deferred Salary Leave Plan agreement signed between the parties on June 30, 2005. Upon request, the Employer will provide a copy of the entire agreement.

A deferral period of 30 months (2.5 years) is required to earn a leave of 6 months. A deferral period of 60 months (5 years) is required to earn a leave of one year. Employees must select the number of months over which they will defer their salary at the time they apply to the program.

Deferral Period:

20% of gross earnings are deferred during the deferral period. Gross earnings include bi-weekly salary and all adds-to-pay, including but not limited to, overtime paid, vacation paid-out, and any allowances and premiums paid. During the deferral period, employees can expect to receive their gross earnings less 20 percent less required deductions. The employer will provide employees with an information document to which the parties have agreed.

Leave Period:

The leave must begin immediately after the completion of the deferral period. Employees are required to confirm their leave with their Supervisor three (3) months before the leave is scheduled to begin. During the leave, the total contribution made during the deferral period will be divided by the number of weeks in the leave and paid bi-weekly, less any deductions required by law. Vacation will not be earned during the leave. Public Service Pension Plan (PSPP) contributions cannot be made during the period of leave. Employees may purchase this period of leave for pension purposes based on PSPP rules at the time, and if they do, will be required to pay both employee and employer portions of the pension contributions.

Benefits and Deductions:

Employees should be aware that during the deferral period and during the leave of absence, there are impacts on benefits and deductions. Benefits and deductions affected include MSP (Employer cost revert to employee), Dental and Extended Health,(employer cost revert to employee) Group Life Insurance, LTD, Employment Insurance, PSPP (employer and employee contributions, as per above), CPP, STD, Voluntary Group Life, Statutory Holidays, Vacation and Union Dues.

Returning to Work:

CRA requires that employees return to work once their leave period is completed. The period of work after the leave must not be less than the period of the leave of absence. It is understood that this leave cannot be used as pre-retirement leave.

Cancelling Participation in the Plan:

Employees may cancel their participation from the DSLP if they:

- suffer from financial hardship; or
- suffer from total and permanent disability.

If the employee moves to another position where participation in the Plan is not approved, the employee's participation in the Plan will be cancelled.

If the employee cancels their participation, for any reason, the accumulated deferred salary will be paid out as a lump sum in the same calendar year as the cancellation occurs, and is subject to income tax.

Effective February 5, 2013

For Coast Mountain Bus Company:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Operations**

**Tracy Suzuki
Manager, Payroll**

**Gary Strachan
Director, Fleet Management**

For CAW:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Gavin Davies
Vice-President, CAW Local 111**

Tracy Ramlu
Senior Labour Relations Advisor

Carlos Moreira
Vice-President, CAW Local 111

Terry Fedoruk
Treasurer, CAW Local 111

Gary Kong
CAW, Local 111

Mike Smith
Vice-President, CAW Local 2200

Al Fotheringham
CAW, Local 2200

**LOU #66
Women's Advocate**

The Employer and the Union recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need information about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize one (1) female representative in each Depot for a total of seven (7), appointed by the CAW Local 111 and one (1) female representative for the CAW Local 2200, who will act as a Women's Advocate. When acting in this capacity, the duties of this role will include:

- Meeting with female members requiring assistance in the workplace and referring them to the appropriate resource;**
- Participating in harassment investigations involving women, as required;**
- Responding to telephone calls to the confidential telephone line designated for the Women's Advocate;**
- Liaising with the Company and regularly reporting on Women's Advocate activities;**
- Such other duties as the parties may agree.**

The Union will advise CMBC of the identity of the appointed people or advise of any changes one time per year. New Advocates will be eligible for a one-time, 3 day paid leave of absence to attend a training program, supplied by the CAW and previewed by the Company. They will work as a Women's Advocate on an as required basis. For five (5) of the Advocates, the CAW Local 111 will provide bookoffs up to a maximum of ten (10) hours per month. The Company will provide a paid leave of absence for two (2) of the Advocates identified by the CAW Local 111, to a maximum of twenty (25) hours per month, per Advocate.

CMBC and the CAW will monitor the time of the Women's Advocate as required and will work together to ensure that CMBC's operation is not unduly impacted by these Union leaves.

All of the foregoing is entered into on a trial basis for the term of the current collective agreement. At the conclusion of this trial period, this agreement will expire, unless extended by mutual agreement. Such agreement will be in writing.

Following this trial period, either party may cancel this agreement with 30 days' written notice.

Effective February, 5, 2013

For Coast Mountain Bus Company:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Operations**

**Kathy Pereira
Director, Health Management,
Training and Communications**

**Gary Strachan
Director, Fleet Management**

**Tracy Ramlu
Senior Labour Relations Advisor**

For CAW:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

**Gavin Davies
Vice-President, CAW Local 111**

**Carlos Moreira
Vice-President, CAW Local 111**

**Terry Fedoruk
Treasurer, CAW Local 111**

**Gary Kong
CAW, Local 111**

**Mike Smith
Vice-President, CAW Local 2200**

**Al Fotheringham
CAW, Local 2200**

LOU #67
Uniform Review Committee

The Employer agrees that input from operators and the Union in the introduction of new or redesigned clothing can help improve the practicality, comfort, and appearance of the operator's uniform. The Employer will meet with the Union to discuss options for improvements, and a way of getting operator input about potential changes. Criteria for decision will include appearance, comfort, cost, and durability. The Employer will make every reasonable effort to reach agreement with the Union before making a decision. Any changes will be phased in, as uniforms need replacing.

Renewed: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Jim Prokop
Director, Service Planning/Scheduling

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #68
Subsidized Group Life Insurance for Retired Members under Age 65

Whereas it has come to the attention of the Parties that employees of the Provincial Government (Public Service) are exclusively eligible to participate in a Retired Members Group Life Insurance Plan offered through the Public Service Pension Plan (PSPP);

And whereas this plan allows for premium subsidized life insurance to continue for a member retiring prior to age 65, until that member reaches age 65;

And whereas the Parties agree that it is desirable for all retirees under PSPP to be eligible for this benefit;

It is hereby agreed that CMBC and CAW will contact the PSPP and/or the appropriate government agency, seeking eligibility for CMBC retirees to participate in the PSPP's group life insurance policy for all future CAW members retiring prior to age 65.

Effective February 5, 2013

For Coast Mountain Bus Company:

Cheryl Shizgal, Director, Labour Relations

Don Rice, Director, Operations

**Kathy Pereira
Director, Health Management,
Training and Communications**

Gary Strachan, Director, Fleet Management

Tracy Suzuki, Manager, Payroll

For CAW:

Don MacLeod, President, Local 111

Joe Elworthy, President, Local 2200

**Susan Spratt
CAW National Representative**

Gavin Davies, VP, CAW Local 111

Carlos Moreira, VP, CAW Local 111

**Terry Fedoruk, Treasurer,
CAW Local 111**

Gary Kong, CAW, Local 111

Mike Smith, VP, CAW Local 2200

Al Fotheringham, CAW, Local 2200

LOU #69
Early Intervention and Access to Specialists

The Company and the Union agree that early intervention is key to a successful rehabilitation program and expedient recovery.

The parties agree that the existing system allows for early intervention and access to specialists when cases are identified. However, closer monitoring and improved accessibility could lead to cost savings to the Plans.

Therefore, the parties agree to:

- (i) Ask the Trustees of the Health and Benefit Trust to investigate a more diligent process of assessing the need for access to specialists when early intervention becomes appropriate due to excessive waiting periods.
- (ii) In cases where disabled members are on long term disability waiting for a specialist, a certain treatment procedure, or a certain diagnostic procedure, the Trust may seek to procure an alternate specialist, treatment procedure, or diagnostic procedure. If the Trustees are able to procure such an alternate and if the member's physician approves, the Trustees may recommend the member avail himself or herself of such an alternate.

In the case that a member chooses not to avail himself or herself of such an alternate, then the member will cease receiving long term disability benefits after the conclusion of the normal recovery time period following the date the alternate was available.

For Coast Mountain Bus Company:

Mike Madill
Director, Labour Relations

Anna Dean
Director, Operations (OTC)

Steve Woods
Director,
Infrastructure and Environment

For CAW:

Don MacLeod
President, CAW, Local 111

Joe Elworthy
President, CAW, Local 2200

Stu Shields
CAW National Representative

Dated this 7th day of February, 2001

LOU #70
Deductions From STD & LTD Benefits Payments

The Parties agree to review the current practices and procedures surrounding the payment and/or recapture of required employee contributions for benefits when such employee is in receipt of STD or LTD benefits.

For Coast Mountain Bus Company:

Mike Madill
Director, Labour Relations

Steve Woods
Director,
Infrastructure and Environment

Anna Dean
Director, Operations (OTC)

For CAW:

Don MacLeod
President, CAW, Local 111

Joe Elworthy
President, CAW, Local 2200

Stu Shields
CAW National Representative

Dated this 7th day of February, 2001

LOU #71
Cost Sharing For Utility Operator Positions

The Parties recognize the need to expand rehabilitation opportunities for employees who have been rendered disabled to the extent that they are unable to perform the duties of their regular job and who are in receipt of Long Term Disability (LTD), Short Term Disability (STD), and **WorkSafeBC Injury Compensation** benefits.

The Parties also agreed that funding of rehabilitation programs is a joint consideration (reference Addendum to LOU 32 Rehabilitation and Return-to-Work Committee, signed April 4, 2001).

In an effort to expand rehabilitation opportunities the Parties agree to approve partnering with the Trust in a cost-sharing initiative for the placement of employees who are currently in receipt of LTD, STD and Workers' Compensation benefits into temporary Utility Operator positions. This initiative is entered into on a without prejudice, commencing on January 1, 2006.

1. Employees will receive an amount of compensation approximately equivalent to a wage rate of **\$23.14** per hour (rate as at **January 1, 2013**) in accordance with the following cost share arrangement: **This rate will be listed in the CAW Wage Schedule.**
 - CMBC will pay a gross wage of **one-half (1/2) the above rate**, per hour;
 - Employees will then receive eligible LTD or STD benefits in accordance with the terms of the Rehabilitation provisions in the LTD and STD Plan Documents.
2. Each placement of an employee into a temporary Utility Operator position will be implemented on an individual basis based on an employee's specific medical restrictions.
3. CMBC will endeavour to maximize the number of placements from those employees who are in receipt of LTD benefits into the temporary Utility Operator positions, placing employees in receipt of STD and **WorkSafeBC Injury Compensation** benefits into those positions when further LTD placements are either not available or not practicable. Prior to the placement of any employee who is not in receipt of LTD benefits, the Occupational Health Group will notify the CAW Union Rehabilitation Coordinator.
4. It is further understood that CMBC may place employees that are absent from work due to medical reasons but who are not in receipt of STD, LTD or **WorkSafeBC Injury Compensation** benefits in these Utility Operator positions when circumstances warrant. In these cases the Occupational Health Group will notify the CAW rehabilitation coordinator in advance of any such placement.

Effective February 5, 2013

LOU #72
Long Term Disability Premium Rate Communication
to The Trustees of The Health and Benefit Trust

The parties agree to send a joint letter to the Trust containing an outline of the changes to the benefits agreed between the parties or any changes to the Collective Agreement that could affect benefits or contribution rates, such as schedule changes and hours of work.

Revised: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Dave Vallely
Director, Fleet Maintenance and Overhaul

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #74
Cross Jurisdictional Rehabilitation/Return To Work Committee

The Parties agree to establish a committee to address cross-jurisdictional issues related to rehabilitation and return to work initiatives and to jointly recommend the following to the CUPE Local 4500 and the COPE Local 378:

1. That the committee be a joint committee of representatives of CMBC, CAW, CUPE and COPE.
2. That the committee address cross-jurisdictional issues related to rehabilitation and return to work initiatives.
3. That the committee review and maintain currency with legal precedents and evolving law concerning these issues.

For Coast Mountain Bus Company:

Mike Madill
Director, Labour Relations

Steve Woods
Director,
Infrastructure and Environment

Anna Dean
Director, Operations (OTC)

Dated this 7th day of February, 2001

Last Revised: April 1, 2004

For CAW:

Don MacLeod
President, CAW, Local 111

Joe Elworthy
President, CAW, Local 2200

Stu Shields
CAW National Representative

LOU #75
Payment For Treatment Programs For Employees With Substance Use Disorders

In order to address the Parties' shared interests in providing assistance to employees with identified substance use disorders, the parties agree that payment for recommended residential treatment programs should not be a barrier to an employee's recovery. To that end, the parties agree:

- That, upon request from the employee and confirmation of acceptance by the treatment facility, CMBC will issue an interest free loan to a maximum of **five thousand dollars (\$5000)** to cover the cost of the recommended treatment program;
- The employee will sign a Repayment Agreement authorizing CMBC to recover the debt by payroll deduction.
- The Company agrees to forgive the loan, provided the employee successfully completes his or her monitoring agreement. It is understood that the Company will agree to forgive the loan on no more than one (1) occasion during the term of an employee's employment with the Employer.

Revised: April 01, 2007

Revised Effective February 5, 2013

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Sandra Hentzen
Director, People Strategies

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

LOU #76
Substance Use Disorders

The Company and the Union are committed to providing a work environment that promotes the general health and well-being of CMBC employees. Safety of CMBC's employees and of the public is a major concern of both parties.

The parties agree that substance abuse and substance addiction are serious issues, particularly in a safety-sensitive environment.

The parties also recognize substance addiction as a treatable disease, where early identification, intervention and treatment are important considerations. Further, the parties are committed to establishing an environment that encourages self-disclosure of substance addiction.

Given the effects of substance abuse and addiction on the workplace, CMBC and the CAW agree to establish a committee to further discuss the following:

- Presentation by the Employee Assistance Program
- Presentation by a recognized addictionologist
- CMBC's current policy
- Confidentiality
- TBQ process/Monitoring agreements
- Peer referral
- Roles of various participants (OHN, EAP, treating physicians, monitoring physicians, Union representatives, employee)

Renewed: April 01, 2007

For Coast Mountain Bus Company:

Hunter Rogers
Director, Labour Relations

Don Rice
Director, Service Delivery

Sandra Hentzen
Director, People Strategies

For CAW:

Steve Sutherland
President, Local 111

Joe Elworthy
President, Local 2200

Susan Spratt
National Representative

**LOU #77
Transgender Issues**

The Parties agree that the following will apply to employees who elect to go through a gender identity transition:

- 1. Where appropriate, such employees will be given equal treatment under the Company benefit plans;**
- 2. Such employees will be supported in the workplace;**
- 3. Where the employee has obtained a legal name change, the Company will follow all of its normal processes for employees who change their names, and will make the appropriate changes within its business to reflect the change.**

Dated August 18, 2011

For Coast Mountain Bus Company:

**Cheryl Shizgal
Director, Labour Relations**

**Don Rice
Director, Service Delivery**

**Dave Vallely
Director, Fleet Management**

For CAW:

**Don MacLeod
President, Local 111**

**Joe Elworthy
President, Local 2200**

**Susan Spratt
CAW National Representative**

LOU #78
STD Cost Savings / Attendance Management / Rehabilitation and Alternate Work / Duty to Accommodate

The Parties agree that costs due to the above referenced headings are of significant concern to both the Company and the Union. Therefore, the Parties agree to participate in a joint high level committee to explore the Parties' concerns and to identify solutions that will result in improved attendance for absences relating from these issues. The Parties may decide to invite a high level professional facilitator, as required, to address all of these complex issues and further develop cost effective resolutions and solutions associated with this initiative.

The Parties commit to supporting initiatives that deal with all types of attendance issues as long as employee health and welfare is not compromised and they align with current legislation and the Collective Agreement.

The Parties agree the Committee will meet upon ratification of this Collective Agreement, and commit to engaging in productive and meaningful discussion that will lead to potential solutions and initiatives.

Effective February 5, 2013

For Coast Mountain Bus Company:

For CAW:

Cheryl Shizgal, Director, Labour Relations

Don MacLeod, President, Local 111

Don Rice, Director, Operations

Joe Elworthy, President, Local 2200

**Kathy Pereira, Director, Health Management
Training and Communications**

**Susan Spratt, CAW National
Representative**

Gary Strachan, Director, Fleet Management

Gavin Davies, VP, CAW Local 111

Tracy Suzuki, Manager, Payroll

Carlos Moreira, VP, CAW Local 111

Vic Carreira, Director, Fleet Maintenance

**Terry Fedoruk, Treasurer,
CAW Local 111**

Judie Robertson, Manager, Scheduling

Gary Kong, CAW, Local 111

Louise Hearty, Manager, Operations

Mike Smith, VP, CAW Local 2200

Tracy Ramlu, Senior Labour Relations Advisor

Al Fotheringham, CAW, Local 2200

**LOU #79
Fare Collection Policy**

The Parties agree that the Company has an obligation to collect correct fares from their passengers and reduce fare evasion. The Union and the Company shall upon ratification of this Collective Agreement agree to expedite a meeting with the Union, the Company, including Transit Security and the CMBC Training Department. The Parties further agree to invite Transit Police to participate.

The purpose of this meeting will be for the Parties to discuss the fare collection policy in order for the Company to establish a policy that takes into account all of the views of the Parties, with the highest priority being the safety and security of Operators and their passengers.

Effective February 5, 2013

For Coast Mountain Bus Company:

For CAW:

Cheryl Shizgal, Director, Labour Relations

Don MacLeod, President, Local 111

Don Rice, Director, Operations

Joe Elworthy, President, Local 2200

**Kathy Pereira, Director, Health Management
Training and Communications**

**Susan Spratt, CAW National
Representative**

Gary Strachan, Director, Fleet Management

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Tracy Suzuki, Manager, Payroll

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Judie Robertson, Manager, Scheduling

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Louise Hearty, Manager, Operations

Mike Smith, VP, CAW Local 2200

Tracy Ramlu, Senior Labour Relations Advisor

Al Fotheringham, CAW, Local 2200

LOU #80
Designation of Vacation/Short-Term (VST) and Long Term Coverage (LTC) for
Partspersons at all CMBC Properties

DEFINITIONS

VST – Vacation/Short-Term Coverage

- **Cover for annual vacation sheets and short-term absences within the employee’s signed property.**

LTC – Long-Term Coverage (LTC) Coverage

- **Covert for long-term assignments of greater than two-week duration, excluding Annual Vacation coverage. This coverage can be at any CMBC property as required.**

RULES

The following sets out the rules governing VST Partsperson positions:

- 1. Annual Vacation sheets and sign-up sheets will be posted together at the annual sign-up. All VST employees must sign vacation sheets associated with their signed position by no later than March 31.**
- 2. Employees signing a VST Partsperson position will be required to cover for employees on annual vacation or short-term sick leave absences of two workweeks or less at their signed property.**
- 3. Management will determine the VST Partsperson assignments.**
- 4. When it is identified that an employee has become disabled, and is expected to be absent from the workplace for longer than two workweeks, the Employer will re-assign the coverage to an available LTC employee. (See LTC Rule #7).**
- 5. Short term assignments are defined as two calendar weeks or less. For the purposes of this Agreement, a calendar week begins on the first day of the duty position being covered.**

The Following sets out the rules governing LTC Partspersons:

- 1. All LTC Partspersons will be based at Store 60.**
- 2. No existing regular positions within the Parts Department, as of the signing of this agreement, will be converted to LTC positions.**
- 3. Annual Vacation sheets and sign-up sheets will be posted together at sign-up, for information purposes. All LTC Partsperson must sign vacation sheets associated with their signed position by no later than March 31.**
- 4. Employees signing an LTC position may be required to:**
 - a. Work at various locations and/or shifts for extended periods of time to perform various duties as required.**
 - b. Return to Store 60 between long-term coverage assignments, or when an assignment has been cancelled.**
 - c. Backfill absences or vacancies where those absences or vacancies are determined to be for an extended period of time, greater than two weeks, until the vacancy is filled for the Partsperson returns from their absence.**
 - d. Perform coverage for unexpected increases in the workload.**
- 5. Once assigned to a property the LTC Partsperson will be included in the overtime rotation that exists at that property.**
- 6. When a vacancy is being backfilled by an LTC Partsperson, the vacancy will be posted, as per the collective agreement.**
- 7. A minimum notice of one week will be provided to the LTC employee prior to any movement of assignments taking place. Management will consult with the Union if, in the case of emergencies, this notice is to be waived.**
- 8. The assignment of available LTC Partspersons will be based upon seniority.**
- 9. No LTC employee will be expected to alter their scheduled vacation. If an employee's scheduled vacation renders them unavailable for a significant portion of the assignment, an alternative worker may be used for that assignment.**
- 10. Once an individual has been selected for an assignment, that employee will remain on the assignment, for its duration.**
- 11. Management will determine the LTC assignments.**

The following sets out the rules governing graduating Apprentices:

- **Either LTC or VST Partsperson positions may be created to accommodate graduating apprentices, based on mutual agreement between the parties.**

The Parties shall form a joint committee to meet regularly (at least quarterly) to discuss any issues that may have been overlooked, or any contentious situations that may arise during the term of this Letter of Agreement.

This Letter of Agreement is entered into on an experimental basis for the period of one year from the date of sign-up in the Parts Department and is subject to renewal by mutual agreement.

Signed December 6, 2007

For Coast Mountain Bus Company:

**Steven Veinot
Sandra Latreille
Patsy Harrison**

For CAW:

**Gordie Robertson
Chris Saranchuk
Randy Johnston**