

COLLECTIVE AGREEMENT

Between:



And:



UNIFOR

Local **333-BC** | Canada

WAGES & WORKING CONDITIONS

Effective: April 1, 2014 to March 31, 2019

12668 (07)

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Part "G"

GENERAL ITEMS

ARTICLE 1 - COVERAGE, DURATION AND EFFECT

1.01 COVERAGE

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

1.02 DURATION OF THE AGREEMENT

This Agreement shall come into effect as of the first (1st) day of April, 2014 and shall remain in effect until it expires with the thirty-first (31st) day of March, 2019 or thereafter until it is reopened as provided by Article G 1.03.

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

1.03 RE-OPENING 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. 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:

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

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

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1.05 ROUNDING

All wage rates are rounded to the nearest whole cent.

\$0.0050 and over are rounded to the nearest whole cent.

\$0.0049 and under are rounded to the last whole cent.

1.06 GENDER NEUTRAL LANGUAGE

Wherever the singular or masculine is used in this Agreement, the same shall be constructed as meaning the plural or the feminine.

ARTICLE 2 - 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 an officer of the Union and such an officer shall be granted access to the Employer premises at all reasonable times. The Union official will notify the Manager on site and will not disrupt the workflow without permission of that Manager. 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 UNION BOARD

BC Transit will provide a Union bulletin board at all Depots.

2.03 SECURITY

New Employees shall become members in good standing of the Union as a condition of continued employment within one month of the date of hire.

Employees who fail to maintain their membership in good standing in the Union shall be discharged after ten (10) days written notice to the Employer of the Employee's failure to maintain their membership in good standing. Should the Union advise the Employer that the Employee is again a member in good standing within the ten (10) day period, the original discharge notice shall be deemed to be null and void.

2.04 ASSIGNMENT OF FEES, DUES AND ASSESSMENTS

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

2.04.1 Authorization

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

Part "G"

2.04.2 Administrative Costs

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

2.04.3 Skilled Trades Dues

The Employer agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor Skilled Trades Council, ½ hour per year from those Employees who are deemed by the Employer as a skilled trade as recognized under Article M 22.01.

The first deduction will be made from the Employee's first pay. Thereafter deductions will be made in January of each calendar year. These deductions along with the names of the Employees shall be remitted to the Financial Secretary of the Union.

2.05 PROBATIONARY PERIOD FOR NEW EMPLOYEES

2.05.1 Probation Period

New Employees shall be placed on probation for five hundred and twenty-eight (528) straight time hours of time worked. For Transit Operators, the five hundred and twenty-eight (528) hours shall be in addition to the nine week initial training period.

The Employer may dismiss probationary Employees during their probationary period without giving any reason for doing so. The Union may grieve any alleged discrimination against dismissed probationary Employees. Employees who successfully complete their period of probation will become regular Employees and shall have all the rights and benefits provided by this Agreement.

2.05.2 Alternative To Dismissal

Where a probationary Employee has problems that could lead to dismissal before the completion of the probationary period, the Employer and the Union will meet to discuss alternative solutions. If, in the opinion of the Employer, the Employee has the potential to be successful in the job, the Employer and the Union will agree on an extension to the probationary period.

The purpose of the extension is to allow for further training and/or assistance, and to provide a further opportunity for the Employer to assess the Employee's suitability for continued employment in that position. This section does not prejudice the Union's right to grieve the termination of a probationary Employee.

2.05.3 Completion Of Probation

Upon the successful completion of his/her probation period, each Employee shall be given a minimum of two (2) hours to meet with a Union Officer at the Union office to review their training but also to review any concerns that he/she may have with respect to their membership in the Union.

Each Member shall be paid two (2) hours at straight time pay for attendance at the meeting and a vehicle shall be provided to transport the new members from their Depot of origin to and from the Union office where needed.

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The time to have the meeting(s) above shall be provided to the Employee at the completion of the Anti-Harassment Training as set out in Article G 2.09.3

2.06 ADVISING THE UNION OF NEW EMPLOYEES

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

2.07 LEAVE OF ABSENCE FOR UNION BUSINESS

2.07.1 Full Time Officers

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).

2.07.2 Terms Of Leave

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.

- 1) Long Term Disability
- 2) Group Life Insurance Plan
- 3) Voluntary Group Life
- 4) A Recognized Employer Pension Plan
- 5) MSP of British Columbia
- 6) Extended Health Benefits Plan
- 7) Dental Plan

2.07.3 Other Union Leaves

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

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

2.08 WORK CONTRACTED OUT

2.08.1 Current Work

- 1) The Employer shall not contract out or outsource any work performed by bargaining unit Employees where such work relates to fixed route, fixed schedule bus service, nor where there is work related to the maintenance of the vehicles that deliver such service, except:
 - a) where there is mutual agreement with the local Union; or
 - b) in the case of emergency; or

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- c) where the Employer does not have the appropriate facilities, equipment or staff to complete the work in the time required.
- 2) In any case, in awarding contracts pursuant to 1 a), b), and c), the Employer will give preference to contractors providing wages and working conditions comparable to the prevailing local unionized rates for the relevant industry or trade.
- 3) Performance of warranty work, preparation of new vehicles or new equipment is subject to the terms of the tender specifications and supply contract with the original equipment manufacturer except as modified below.

The Employer shall perform maintenance, warranty and installation of new equipment in-house where this can be done with bargaining unit Employees subject to a) below; except as modified below.

Under no circumstances shall any mechanical warranty work, as set out above exceed five (5) years in duration where that work is prohibited from being done by bargaining unit members unless there are mechanical design defects that have been identified by the manufacturer.

- a) Other warranty requirements and opportunities will be reviewed with the local Union and training needs addressed by the Maintenance Consultative Committee to determine if warranty work can be done in-house to the same standards at equivalent or lower cost.
- b) In any case where warranty work could be completed effectively in-house, in accordance with a) above, but lack of appropriate certifications by BC Transit Employees could negate the effect of a warranty, BC Transit can have such warranty work performed by the appropriate agents until such time as the Employer can expeditiously arrange to provide training and courses that will furnish bargaining unit Employees with the certification necessary to complete such warranty work.

In these cases, where the manufacturer's agents perform the work at the Employer's facility, a bargaining unit member will be assigned to accompany and assist the agent as necessary.
- 4) Services such as dial-a-ride, dispatch, paratransit, custom transit and vanpooling services are beyond the scope of this Article.
- 5) Non-revenue Vehicles

The Employer will maintain non-revenue vehicles except where:

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

2.08.2 Future Work

The Parties to this Collective Agreement recognize the changing nature of the public transportation industry and agree that those changes call for the introduction of innovative and creative means of delivering those services in a cost effective and efficient manner.

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Therefore, notwithstanding the exclusions contained in Article 2.08.1 (4), the Parties agree to establish a joint Committee (Alternative Service Committee) charged with the responsibility to explore, and where feasible, recommend to BC Transit, alternative public transportation service models and methods of designing and implementing these services in-house in a cost-effective manner rather than contracting out operations.

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

2.09 HUMAN RIGHTS

The Employer and the Union are committed to uphold the principles enshrined in the British Columbia Human Rights Code, and to promote a workplace environment based on respect and cooperation.

Discrimination is prohibited on any of the grounds covered by the Code, such as race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because the person has been convicted of a criminal or summary conviction unrelated to their employment.

Harassment based on any of the identified grounds is prohibited, including unacceptable conduct or comment that has the effect of causing intimidation, offense or humiliation, undermining the employment relationship, or placing an improper condition on employment.

It may include such behaviour as verbal or physical abuse, derogatory remarks, the display of pornographic or offensive material, unwelcome invitations or requests, innuendo about a person's body or beliefs, unnecessary physical contact, intimidation, practical jokes causing humiliation, or retaliation/threats of retaliation for lodging a complaint pursuant to this Article.

It is understood that the normal exercise of Supervisory responsibilities is not considered harassment.

Nothing in either this Agreement or the Policy restricts the Employee's right to pursue external avenues of redress such as a Human Rights complaint.

Part "G"

If an Employee believes that they have been harassed and/or discriminated against, the Employee may bring the incident forming the basis of the complaint to the attention of his/her Union representative and/or Supervisor.

If the Employee's Union representative and/or Supervisor cannot, to the satisfaction of the Employee, resolve the complaint, the Employee is encouraged to submit his/her complaint in writing directly to the Joint Investigation Committee (JIC). An Employee may also choose to refer their complaint directly in writing to the Joint Investigation Committee.

This Committee will appoint at least one (1) representative selected by the Employer and at least one (1) representative selected by the Union from the trained Committee members each side has available to conduct each investigation.

The Joint Investigation Committee must meet to begin their investigation as soon as possible.

All time spent by Union Representatives in training and/or investigating the complaint shall be paid at straight time, unless otherwise mutually agreed.

Any Employee who is to appear before the Joint Investigation Committee may request to have a Union Representative present.

Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Investigation Committee will include at least one woman from each side.

The complaint must be handled with confidentiality and expeditiously. Once the Joint Investigation Committee has finalized their investigation a written report of their findings shall be given to the designated Employer Representative, the designated Union Representative, the complainant and the respondent.

This report is confidential and must be treated as such unless required to produce such report by law or by an arbitrator.

The Joint Investigation Committee shall not determine discipline in any way; that remains the exclusive function of the Employer. Any discipline implemented by the Employer from the report shall be subject to Collective Agreement clauses including the right to grieve and arbitrate any such discipline.

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

2.09.1 Prevention Of Workplace Harassment

The Employer and the Union acknowledge that all Employees have the right to work in an environment free from harassment. The Parties agree to work together under the corporate Prevention of Workplace Harassment Policy to ensure that the workplace is harassment-free.

2.09.2 Joint Investigation Committee

The Parties agree to form a Joint Investigation Committee (JIC) whose function shall be to investigate complaints related to harassment and discrimination. This Committee will be comprised of three (3) representatives selected by the Employer and three (3) representatives selected by the Union.

Part “G”

At least one (1) member of this Committee from each side must be a woman. The Parties agree that the investigators are required to be impartial and not responsible for disciplinary decision making.

All Joint Investigation Committee members (and any subsequent Committee members) shall receive the agreed to Unifor Workplace Investigation training and any agreed to refresher or advanced training courses.

Once the Joint Investigation Committee has been formed and trained sufficiently, the Parties agree to the process set out in Article G 2.09 for investigating any complaints of harassment and discrimination.

2.09.3 Anti-Harassment Training

All new Employees will receive a half-day of Unifor Anti-Harassment training as part of their training process within one hundred and eighty (180) days of the start of their employment; or a time frame that is mutually agreed to by the Parties should there not be enough participants to participate in such a class at the one hundred & eighty (180) day mark. All time spent by Employees on the mandatory Anti-Harassment training shall be paid for at straight time rates with no loss of pay.

The scheduling of the anti-harassment training shall be made by mutual agreement with the intention to conduct all training during times that would normally attract straight time pay for the participants.

The Employer agrees to cover the costs of Unifor’s facilitator and reasonable materials, etc.

Note All existing Employees shall have received and completed the training as set out above by March 31st, 2016.

For up to the first 4 classes put on by Unifor, the Employer shall cover all the costs of a National Union supplied Facilitator to ensure that the Local Facilitator is accurately providing the course.

Should the Employer want to have a backup Facilitator, the Employer will cover all costs associated with training a Local member to become qualified to facilitate the course.

2.10 PICKET LINES

Refusing to cross a legal picket line is not just cause for discipline.

2.11 PRINTING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT

Each Employee will be provided with a pocket-sized copy of the Collective Agreement which will be printed in a Union printing shop at Employer’s expense. Sufficient copies will be printed so as to supply all current Employees and anticipated Employee turnover.

Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration.

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ARTICLE 3 - 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, including whether any such matter is arbitrable.

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

3.02 NO INTERFERENCE OR STOPPAGE OF WORK

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

3.03 GRIEVANCE PROCEDURE

Either Party may initiate a grievance. If a grievance is not settled at any one stage of the grievance procedure then the grievor shall have the alternative either to abandon it or proceed with it to the next successive stage within the time limits set out in each stage.

By mutual agreement between the Employer and the Union, the processing of any grievance may begin at the second stage. Where a dismissal is grieved, the grievance shall begin at second stage. The successive stages of the grievance procedure are:

3.03.1 First Stage

The Employee and a Union Officer, may, within fifteen (15) days of the action on the part of the Employer which led to the dispute or complaint, submit a grievance orally with the Employee's immediate Supervisor. The Supervisor will respond within five (5) days of receipt of the grievance.

3.03.2 Second Stage

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

A meeting shall be convened within seven (7) days of the filing of the grievance in writing at second stage, at which the Grievor shall be present in disciplinary related matters unless both Parties agree otherwise.

When the Grievor(s) or Job Steward(s) attend during their regular working hours, they shall suffer no loss of pay.

If the Grievor(s) or Job Steward(s) attend on their own time, they shall be paid at straight time rates for the time of the second stage meeting. The minimum pay of one (1) hour shall apply.

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

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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 Standing Committee

Standing Committee will be established with two (2) senior members from the Employer and two (2) senior members from the Union to discuss grievances prior to submission to arbitration.

The Standing Committee will meet on the call of the Party intending to proceed to arbitration. The Standing Committee will review the issue in dispute and the supporting evidence in an attempt to resolve the grievance.

Standing Committee will also meet on a quarterly basis to discuss all outstanding grievances. Any grievances that remain unresolved after the quarterly meeting may be submitted to arbitration within twenty (20) days.

3.03.5 Final Stage – Arbitration

General Provisions

Failing a settlement at Standing Committee, either Party may notify the other in writing of its intention to take the grievance to arbitration within twenty (20) days of the Standing Committee meeting.

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

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

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

Expedited Procedure

- 1) The Union must be represented by a member of the local Union and the Employer must be represented by a member of local Management unless either Party gives the other notice, at least ten (10) days before the start of the hearing, of its intention to use other counsel.
- 2) The Parties may make comprehensive opening statements.
- 3) The Parties may present a joint statement of those facts that can be agreed upon and a joint brief of documents containing every document that either side intends to rely on.

Part "G"

- 4) The arbitrator may determine the practice and procedure for the hearing, but the arbitrator must consider the wishes of the Parties for an informal and expeditious hearing with a minimum of technical or procedural objections.
- 5) The Parties may present a joint brief of authorities containing all the cases either Party intends to rely on. The Parties will endeavour to keep the number of cited cases to a minimum.
- 6) The arbitrator may give an oral decision and must complete a written decision and e-mail it to the Parties within ten (10) days of the completion of the hearing. The arbitrator's written decision must be no longer than eight double-spaced pages.

At any time after the opening statement and before the decision, the arbitrator may seek to resolve the dispute through mediation. The Parties:

- a) understand that mediation involves various techniques to achieve resolution;
- b) agree that an arbitrator who vigorously pursues a mediated resolution does not thereby disqualify him/her self from rendering a decision if mediation is not successful;
- c) expect the arbitrator to render a decision in accordance with this expedited procedure if mediation fails to resolve the dispute.

3.04 GRIEVANCE MEDIATION

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, the Parties, upon mutual agreement, will select a Mediator using the general provisions of Article G 3.03.5.

- 1) investigate the difference;
- 2) define the issue in the difference; and
- 3) 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 (½) each for 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.

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ARTICLE 4 - WORKING PRACTICES

4.00 WORKING PRACTICES

Working practices not specifically provided by the Agreement shall be the subject of mutual agreement between the Employer and the Union.

Understandings about such working practices shall be filed with the Employer and the Union and any dispute as to the existence of such an understanding shall be decided by the Chief Executive Officer of the Employer or designate, subject to appeal by the Union through the grievance procedure set out in Article G 3.00.

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

4.01 TECHNOLOGICAL CHANGE

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

The Employer shall notify the Union six (6) months or as soon as practicable, in advance when it intends to introduce new technology which will displace any Employee covered by this Agreement.

The Union and the Employer will meet to discuss the impact of technological change on the job classifications and to identify which Employees will be set back to a lower paying job classification, laid off under terms of G 8.03, or terminated.

Failing agreement either Party may refer the matter to Arbitration covered under Article G 3.03.5 of the Grievance Procedure.

4.01.1 Displacement

If a regular Employee is displaced due to technological changes as defined by the Labour Relations Code of British Columbia, and/or because of the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and because of a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, the Employee will be given the opportunity to transfer to a current vacant position subject to the Employee's ability and seniority, or the Employer will train wherever practicable displaced Employees for other positions available within the Employer.

Employees who are displaced to a job classification in this Agreement having a lower rate of pay shall receive the rate of pay with any subsequent increases for the job classification they had immediately prior to the displacement for a period of twelve (12) months.

These Employees will receive that rate less one-half the difference between it and the rate for the new classification for a further twelve (12) months.

At the expiration of twenty-four (24) months following the displacement, the displaced Employees shall receive the rate for their new job classification.

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4.01.2 Severance Pay

A regular Employee for whom no job is available because of technological change will, upon termination, receive severance pay as calculated at two (2) week's pay for each full year of continuous service, with partial years of service pro-rated.

4.01.3 Decline of Transfer or Training

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.

ARTICLE 5 - RULES AND REGULATIONS

5.01 RULES AND REGULATIONS

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 TRAFFIC OR CRIMINAL OFFENCE CHARGES

If an Employee is charged with a traffic violation and/or is charged for criminal offence or assault in the course of carrying out their duties on behalf of 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.

ARTICLE 6 - REPORTING TIME

6.01 REPORTING FOR COURT APPEARANCE

6.01.1 Witness Pay

Employees compelled to attend an inquest or court on a subpoena requested or procured by Employer officials, or who are subpoenaed to appear for and by the Crown as a witness, will be reimbursed by the Employer for their regularly scheduled hours of work necessarily lost at their regular straight time hourly rate of pay. Any fees received by the Employee for duties referred to in this Article shall be turned over to the Employer except:

- 1) Incidental fees for expenses as may be determined by the courts;
- 2) Those fees 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.

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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 and 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 16:00. 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 such Employee will be allowed time off in lieu of the time required to be in attendance, provided:

- 1) any fees received by the Employee for duties referred to in this Article shall be turned over to the Employer except incidental fees for expenses, as determined by the courts; and
- 2) such time will be taken immediately following the scheduled time off or Annual Vacation time during which the attendance is required.

6.02 REPORTING IN CONNECTION WITH CLAIMS AND ACCIDENTS

6.02.1 Accident Reporting

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

6.02.2 Filing of Reports

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

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with regard to an accident that they were involved in while operating an Employer vehicle, that Employee shall receive at their straight time hourly rate a payment of one (1) hour's pay if the office where the Employee is required to report is located in the municipality or city where they reside, or one and one-half (1½) hour's pay if the office where the Employee is required to report is located outside the municipality or city where the Employee resides.

To qualify for payment the Employee must submit a copy of the completed police report to the Employer.

6.03 REPORTING FOR OTHER EMPLOYER BUSINESS

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

6.04 CALL-INS

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

The Employer agrees to be flexible in the times that a call-in is scheduled, and will, as far as it is practicable, accommodate an Employee's reasonable request for appointment times to deal with legitimate Employer/Employee business.

However, the Employer reserves the right to schedule appointments at its convenience where the circumstances of the business require.

The correct procedure for dealing with Customer Service Reports for this Agreement is outlined in Letter of Understanding #9.

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

- 1) Transit Supervisors will approach Operators on the road or in the yard for the purposes of investigating customer complaints. When this occurs, Operators will have the following options:
 - a) The Operator will discuss the matter with the Supervisor if they have the time or if they are prepared to at that time.
 - b) The Operator will advise the Supervisor that they are not prepared to discuss the matter at that time and that the Supervisor should reschedule a mutually agreeable time to meet with the Operator.
 - c) The Operator will advise the Supervisor that he/she wishes to be called in pursuant to G 6.04 of the Collective Agreement. The Operator then must contact the Operations Office within twenty-four (24) hours (Monday – Friday) and schedule a meeting within five (5) days (Monday – Friday) with their Operations Supervisor.
- 2) An Employee who is called in pursuant to the foregoing may have a Union representative present during that meeting and such request shall not be denied, unless the meeting may lead to discipline, in which case the Union representation shall be mandatory in accordance with Article G 7.00.

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ARTICLE 7 - DISCIPLINARY ACTION

7.00 DISCIPLINARY ACTION

The Employer has the right to discipline or dismiss any Employee for just and reasonable cause and will schedule a meeting with a Union representative present before any discipline is administered or levied. Nothing in this Article shall restrict the right of the affected Employee or the Union to grieve the discipline or dismissal.

The Union will be given reasonable notice prior to any meeting with Employees that may lead to discipline including suspension or dismissal. Employees will be notified of any meeting that may lead to discipline and of their requirement to have a Union representative attend.

An Employee shall have a Union representative present at all meetings that may lead to discipline.

If in the course of a non-disciplinary meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned, and prior to proceeding further, the Employee and the Union will be advised of a further meeting with reasonable notice where Union representation shall be required.

No investigative or disciplinary meeting will take place without a Union representative present.

The Employer will pay one (1) Union representative straight-time earnings for time spent in investigative or disciplinary meetings outside of assigned working hours or one (1) Union representative shall be allowed time away from their regular duties to attend investigative or disciplinary meetings with no loss of pay.

7.01 OTHER EMPLOYMENT

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

7.02 COMPLAINTS TO BE IN WRITING

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

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

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

7.03 EMPLOYEE RECORDS

No disciplinary letter or memo will be placed on an Employee's record without the Employee receiving a copy before it is filed.

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 (2) full years. Absences under Articles G 11.00 (Leave of

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Absence), G 12.00 (Wage Protection Plan) and G 2.06 (Leave for Union Business) 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 letters or memos given to Employees.

ARTICLE 8 - VACANCIES, PROMOTION AND LAY-OFFS

8.01 JOB VACANCIES

When job vacancies occur they shall be posted on bulletin boards in order that Employees may apply. Subject to any limitations contained elsewhere in this Agreement, all vacancies will be posted throughout the organization. When vacancies are being filled in Maintenance, preference shall be given to Employees in the department who are qualified in the type of work applied for either by training or experience.

Promotion will be governed by proficiency and seniority and in the case of all job vacancies the Employer shall have the right to final selection. An unsuccessful applicant for a promotion within the bargaining unit has the right to appeal the decision through the grievance procedure.

8.02 PROMOTION DATE

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

8.03 LAY-OFF AND RECALL

In this subsection:

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

"Section" means the Operations, Maintenance Departments.

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

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

8.03.1 Lay-Off

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

8.03.2 Notice

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 one hundred and twenty (120) hours in lieu of notice at the Employee's straight-time hourly rate prevailing at the effective date of the lay-off.

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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 eight (8) hours per day, but not more than forty (40) hours per week, at the Employee's straight-time hourly rate prevailing at the effective date of the lay-off.

The Employer shall notify the Union prior to issuing layoff notice to any Employee.

8.03.3 Exclusions

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

8.03.4 Bumping Rights

Where no vacancy in their section exists, Employees who are to be laid off may elect to bump the least senior Employee with less Employer seniority in a lower paying job classification in the same section provided they notify the Employer of their election to do so within seventy-two (72) hours of being notified of their lay-off and provided they are qualified and able to do the work of the job classification held by the Employee being bumped without further training.

The Employees wage rate shall be the rate for that job classification effective with the date their bumping is effective.

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

8.03.5 Bumping In Turn

An Employee displaced by bumping shall, in turn, have the right to bump a junior Employee, subject to the provisions of G 8.03.4 above.

8.03.6 Decline A Vacancy

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

8.03.7 Lower Classification

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

8.03.8 Severance Pay

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.

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Employer Seniority	Severance Pay
Less than 3 years	80 hours
Less than 4 years	120 hours
Less than 5 years	160 hours
Less than 6 years	200 hours
Less than 7 years	240 hours
Less than 8 years	280 hours
8 years or over	320 hours

8.03.9 Recall List

Employees choosing to be placed on the recall list shall have recall seniority for a period of twenty-four (24) months and shall be recalled in order of their seniority to any vacant job classification in the section from which they were laid off provided they are qualified and able to perform the work of that job classification without further training.

Employees who do not accept a recall to the job classification from which they were laid off shall have their name removed from the recall list. Employees who require familiarization but who are otherwise qualified will be deemed to be qualified.

8.03.10 Notice Of Recall

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

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

8.03.11 Benefit Plans

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

8.03.12 Duration Of Benefits

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

8.03.13 Recall Entitlement

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.

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8.04 SENIORITY

8.04.1 Seniority Accrual

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

8.04.2 Seniority Retention

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

- 1) the date they are permanently promoted or transferred to a position outside the bargaining unit; or
- 2) they have been temporarily promoted to a position outside the bargaining unit for a period in excess of ninety (90) consecutive days within a calendar year. This period may be extended by mutual agreement between the Employer and the Union. Temporary promotions to the position of Acting Transit Supervisor will be governed by Article O 7.00.

8.04.3 Loss Of Seniority

Employees who have lost their seniority under G 8.04.2 above may return to a position within the bargaining unit where there is a vacancy for which there is no one on the recall list who is qualified to perform the work of the vacant position.

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

8.04.4 Transfer To Another Position

Employees who transfer directly to another position under clause G 8.01 may request a return to their former position without loss of seniority, provided the request is made within ninety (90) days of the transfer.

They will then be placed in the first available vacancy in their former position, provided they remain qualified.

ARTICLE 9 - ANNUAL VACATIONS

9.01 DEFINITIONS

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

9.02 VACATION ENTITLEMENTS

Employees shall earn annual vacation entitlement for any calendar year only when they reach their anniversary, although they may take Annual Vacation anytime during that calendar year.

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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 (2) calculations, whichever yields the greater amount:

- 1) 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
- 2) the Employee's gross earnings for the previous year are multiplied by the percentage rate applicable to the Employee's vacation entitlement, e.g. 6%, 8%, 10%, 12% or 14%, etc. The percentage rate applicable to individual day(s) of vacation entitlement is .4% per day.

If necessary, adjustment of vacation pay will be made by the year end to ensure that each Employee received the greater amount of vacation pay from application of either the going rate 1) or percentage 2) calculations above. This adjustment (A/V differential) will be made to all affected Employees in one (1) payment. Annual Vacation differential pay will be paid on the pay day immediately prior to Christmas.

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.

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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 Minimum Vacation Pay

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 WorkSafe BC 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, WorkSafe BC and Annual Vacation exceeds three (3) calendar months in any calendar year, Annual Vacation in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) months.

9.05 VACATION, STATUTORY HOLIDAY BLOCK AND SICK LEAVE

A vacation or period of banked statutory holidays shall not be rescheduled or extended because of a disability or illness which begins after the last scheduled working day immediately prior to the commencement of a vacation or a period of banked statutory holidays. If an Employee is absent on sick leave immediately preceding the commencement of a period of vacation or period of banked statutory holidays, then the vacation or period of banked statutory holidays will be rescheduled if work arrangements permit.

If it is not practical to reschedule a vacation or a period of banked statutory holidays, then the Employees shall receive pay in lieu of the vacation or period of banked statutory holidays in addition to any sickness protection benefits which may apply in their case.

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9.06 VACATION BANKING

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

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

9.06.1 Banked Vacation Limits

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

9.06.2 Exclusion To Banking Vacation

Employees cannot bank Annual Vacation in the same year that banked Annual Vacation will be taken off.

9.06.3 Intent To Bank

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

9.06.4 Maximum Banked Time Taken

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

9.06.5 Vacation Pay Adjustment

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

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

9.06.6 Banked Vacation Taken Not Paid

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

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ARTICLE 10 - 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
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas 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:

- absence due to sickness or non-occupational injury
- WorkSafe BC absences
- approved leave of absence
- any absence without Employer approval

Employees are not entitled to both statutory holiday pay and WorkSafe BC benefits, bereavement pay or payments under the Wage Protection Plan.

10.03 WORKING ON A STATUTORY HOLIDAY

The Employer shall designate how many Employees in each job classification shall work on each statutory holiday. Time worked on a statutory holiday shall be paid in addition to any statutory holiday

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pay, as provided in Article G 10.02. There shall be no compounding of premiums. Payment for time worked on a statutory holiday shall be as follows:

Time Worked	Rate of Pay (Times regular rate)
Up to 9 ½ hours	1 ½ x
After 9 ½ hours	2 x

Payment for a statutory holiday which falls on a Sunday will be paid double time (2 x) 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.

ARTICLE 11 - LEAVE OF ABSENCE**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 2.07.

"Days" means calendar days.

11.01 APPLICATION AND APPROVAL FOR LEAVE OF ABSENCE**11.01.1 Application For Leave**

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 Purpose Of Leave

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 practicing physician.

11.01.3 False Pretenses

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

11.01.4 Leaves For Political And Union Office

Employees appointed by Order-In-Council or elected to full-time positions or office in municipal, provincial or federal government, or elected or appointed to full-time positions in the Canadian Labour Congress, BC Federation of Labour or Regional District Labour Council or Unifor shall be granted as much leave as necessary during the term of such position or office.

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Upon return to the Employer the Employees shall enter the job classification they previously held without loss of seniority or accredited service.

As a condition for the granting of the leave the Employee shall reimburse the Employer at times and in a manner suitable to the Employer for its costs, if any, incurred during the leave under the terms of whichever pension plan of the Employer's the Employee may contribute to as a member of that plan. Other terms of the Collective Agreement are not applicable to leaves granted under this Article.

11.01.5 Compassionate Care Leave

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

11.02 LENGTH OF LEAVE OF ABSENCE**11.02.1 Length of Leave**

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

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

An Employee wishing an extension of their leave in addition to the foregoing table and such leave extension may be granted by the Employer.

11.02.2 Driver's Licence Suspension

A leave of absence of up to but not exceeding eighteen (18) months may be granted at the sole discretion of the Employer to cover the term of suspension of an Employee's driver's licence with due regard for an Employee's length of service and record of performance on the job.

No Employees shall be granted more than one (1) such absence during their term of employment with the Employer. Employees who have received a leave of absence for the purpose of covering a licence suspension, and subsequent to their return to work from such leave of absence have their licence again suspended will be deemed to be terminated for cause.

If a licence suspension is overturned by a decision of a court the Employees shall be reinstated with full seniority but the Employer shall not be required to compensate the Employees for wages and/or benefits lost during the period they were off of work as a result of the initial licence suspension.

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11.03 BEREAVEMENT LEAVE

11.03.1 Bereavement Leave

- 1) When death occurs to a member of the Employee's immediate family, the Employee will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rates for hours lost from their regular work up to a maximum of forty (40) hours. For the purposes of this Article, immediate family shall be limited to the Employee's spouse, son, daughter, step child, mother, or father.
- 2) When death occurs to a member of the Employee's extended family, the Employee will be granted an appropriate leave of absence for arranging and/or attending the funeral and shall be compensated at their regular straight time hourly rate for hours lost from their regular work up to a maximum of twenty four (24) hours. For the purposes of this Article, extended family shall be limited to the Employee's brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather or legal guardian. In determining the status of legal guardian, consideration will be given to exceptional circumstances and leave will not be unreasonably withheld.
- 3) Where the death of an Employee's family member occurs during the Employee's scheduled period of vacation, the equivalent period of bereavement leave overlapping the vacation will be rescheduled if work arrangements permit. The Employee shall receive pay in lieu of the vacation if it is not practical to reschedule this time.
- 4) For the purposes of leave under either 1) or 2) spouse will include a same sex partner.

11.03.2 Length Of Leave Dispute

Where the length of the leave of absence is disputed, it shall be immediately discussed with the Employee's Department Manager.

In the event the dispute is not resolved at the Department, the Manager shall submit the dispute to the Labour Relations Department for final resolution in consultation with the President of the Union.

11.04 PREGNANCY LEAVE OF ABSENCE

11.04.1 Pregnancy Leave

Pregnant Employees are entitled to maternity leave of up to seventeen (17) continuous weeks.

11.04.2 Medical Certificate

A pregnant Employee shall provide the Employer with a medical certificate outlining any limitations or restrictions in her ability to perform her duties if any, and shall indicate her approximate due date.

11.04.3 Notice

Employees will notify the Employer at least three (3) weeks in advance of the date on which the Employee intends to begin her leave of absence. An Employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date she originally wished to commence her leave of absence.

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11.04.4 Return Date

Once the Employee has commenced her leave of absence, she will not be permitted to return to work during the six (6) week period following the date of delivery unless the Employee requests a shorter period.

11.04.5 Extension Of Leave

An Employee who needs an extension of maternity leave as a result of medical issues involving herself or her baby may be granted an additional leave of absence without pay, for up to a maximum of six (6) weeks. She will be required to provide a medical certificate substantiating the need for the leave.

11.04.6 Early Return

Employees wanting to return to work from maternity leave early shall notify the Employer thirty (30) days prior to returning to work, if possible. Employees wanting to return to work from maternity leave early must provide medical clearance stating their restrictions and limitations, if any.

11.04.7 Return To Former Position

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

11.04.8 No Change In Condition Or Termination Of Employment

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

11.04.9 Benefit Premiums

The Employer will continue to pay the Employer's portion of the Employee's benefit premiums while the Employee is on pregnancy leave.

11.05 PARENTAL LEAVE

11.05.1 Entitlements

Employees are entitled to parental leave as follows:

- 1) for Employees taking maternity leave under G 11.04 – up to thirty-five (35) consecutive weeks of parental leave without pay beginning immediately following the maternity leave.
- 2) for the father – up to thirty-seven (37) consecutive weeks of parental leave without pay to be completed within fifty-two (52) weeks of the birth of the child.
- 3) for an adopting parent – parental leave without pay for up to thirty-seven (37) consecutive weeks to be completed within fifty-two (52) weeks of the date of adoption.

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11.05.2 Parental Leave Extension

Parental leave without pay may be extended for an additional five (5) weeks if the medical condition of the child requires the extension.

11.05.3 Parental Leave Request

A request for parental leave must be submitted in writing at least four (4) weeks before the parental leave is to start.

An Employee's combined entitlement to leave under G 11.04 and this section is limited to fifty-two (52) weeks plus any additional leave to which the Employee is entitled under G 11.04.5 or G 11.05.2.

11.06 DUTIES OF EMPLOYEE AND THE EMPLOYER

11.06.1 Return From Leave

Employees returning to regular employment following a leave of absence under G 11.04 and/or G 11.05 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 applicable leave of absence.

11.06.2 Reinstatement

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

11.06.3 No Change In Conditions Or Termination Of Employment

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

11.06.4 Benefit Premiums

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

11.07 HOMECOMING LEAVE

An Employee will be granted three (3) days homecoming leave of absence when the Employee's spouse gives birth or when the Employee and their spouse adopt a child. The Employee will be compensated at the Employee's regular straight time rate for the hours lost from regular work.

11.08 FAMILY RESPONSIBILITY LEAVE

Employees are entitled to five (5) days family responsibility leave without pay in an employment year in accordance with the Employment Standards Act. Employees are required to provide the Employer with an explanation for the leave in accordance with the Act.

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ARTICLE 12 - WAGE PROTECTION PLAN

12.00 WAGE PROTECTION PLAN

This Article shall only apply to regular Employees who have completed three (3) months of employment, commencing from the date of hire.

12.01 DEFINITIONS

“Year” shall mean calendar year.

“Day” shall mean a normally scheduled working day. “Non-occupational injury or illness” shall include any injury or illness for which WorkSafe BC 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 eight (8) hours per day.

The eight (8) hour maximum does not apply to Employees whose regularly scheduled shift exceeds or is less than eight (8) hours.

12.02 SHORT TERM DISABILITY PLAN

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

12.02.1 Benefit Entitlement

On each absence arising from non-occupational injury or illness, eligible Employees will be entitled to a benefit equivalent to ninety six percent (96%) of their regular daily earnings commencing on the fourth (4th) day of absence and payable until the end of the eighth (8th) week of absence, and a benefit equivalent to eighty-five percent (85%) of their regular daily earnings payable from the ninth (9th) week of absence until the end of the seventeenth (17th) week of each absence.

To qualify for payment under this Plan, medical certification must be provided. If the Employee can provide verification from the doctor that they were unable to visit a doctor within the required three (3) days, this period may be extended up to an additional three days.

Notwithstanding the above paragraph, where, on the first three (3) days of an absence by Employees in any calendar year arising from non-occupational injury or illness, Employees who are admitted to an acute care hospital, or are receiving chemotherapy, radiation treatment or dialysis, will be entitled to a benefit of ninety-six percent (96%) of their regular daily earnings payable from the date on which the Employees were admitted to hospital or commenced the above mentioned treatment.

12.02.2 Payment of Benefit

The Employer shall pay the full cost of this benefit.

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12.02.3 Sick Leave Bank

On January 1st of each year, the Employer will provide each eligible Employee with forty-eight (48) hours of time into an annual sick leave bank.

Unused portions of the annual sick leave bank will not carry over to subsequent years. Each Sick Day taken shall be not more than ninety six percent (96%) of the eligible Employee's regular straight-time daily earnings on the working day immediately preceding an absence.

Depending on the length of absence, eligible Employees shall use hours from their annual sick leave bank to cover one or more of the first three (3) days of any non-occupational illness or injury absence.

Employees may draw on their sick leave bank hours to attend Doctors or Specialists or recognized Medical Practitioners as contemplated in Article G 13.02 and such time will be paid out at their regular rate of pay.

Verification of medical appointments must be provided upon request by the Employer and the Employer shall pay for the cost of providing this verification.

12.02.4 Disputes

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

12.03 LONG TERM DISABILITY PLAN

The Employer shall provide a Long Term Disability Plan which will provide a benefit of sixty seven (67%) percent of pre-disability 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 Employer. Membership in this benefit plan shall be a condition of employment for all regular Employees who have completed three months of continuous employment.

Subject to consultation with the Union, the Employer will determine the plan carrier. The administration of this benefit will be at the discretion of the Employer.

When an Employee converts from STD to LTD, the Employer shall advise the Union within five (5) working days from the date that the Employee is so converted.

12.04 CONFIDENTIALITY OF MEDICAL INFORMATION

Personal medical information required or provided pursuant to this plan shall be made available only to the plan carrier unless authorized by the Employee.

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

It is understood that BC Transit shall be provided, upon request, information concerning work capacity and limitations where it concerns the Employee's ability to perform their own or alternate employment, and prognosis for recovery or future attendance. Medical information shall be treated in strict confidence and shall remain confidential.

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12.05 SEVERANCE PAY

Upon termination, the Employer will provide one week's severance pay for each year of service to regular Employees who are unable to continue in their jobs due to health reasons, but who are not in receipt of Long Term Disability benefits or WorkSafe BC 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 two (2) Representatives from the Union and two (2) Representatives from the Employer and shall meet at the call of either Party when sufficient business warrants.

The Employer will reimburse Union representatives for any loss in straight-time earnings resulting from time spent in these meetings.

12.07 DISPUTED WORKSAFE BC CLAIMS

12.07.1 Disputed Claims

If an Employee who is covered by the Wage Protection Plan suffers a disability, compensation for which is in dispute with the WorkSafe BC, 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 Claim Allowed

If the WorkSafe BC claim is subsequently allowed, the Employee will repay the carrier any benefits received under the Wage Protection Plan.

12.07.3 WorkSafe BC Payments

Employees applying for WorkSafe BC wage loss benefits will be paid an advance equal to the estimated net WorkSafe BC benefit. The advance will be paid on their regular pay.

Payments from WorkSafe BC will then be paid directly to the Employer.

If WorkSafe BC reassesses the Employee's wage loss compensation, the Employer will change the amount of the advance accordingly and will recover any resulting overpayment.

An Employee whose WorkSafe BC claim is denied must apply for benefits under the Wage Protection Plan and repay the WorkSafe BC 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.

If the amount to be recovered is greater than sixteen (16) hours pay, it will be recovered in manageable increments over more than one (1) pay period, following consultation with the Employee.

Upon termination, any outstanding WorkSafe BC advance will be recovered from the Employee's final pay.

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12.08 RETURN TO WORK FROM EXTENDED ABSENCE

When an Employee returns from an extended absence and there are arrears owing to the Employer for the various premiums or other deductions, the Employer will work with the returning Employee to set up a mutually acceptable payment plan with him/her to pay back the arrears in a fair manner.

The Employer will advise the Union of the scheduled return to work of an Employee who has been on an extended absence.

ARTICLE 13 - MEDICAL, DENTAL, AND LIFE INSURANCE

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, the dental plan and Group Life Insurance Plan shall be fully paid for by the Employer.

13.01 BASIC MEDICAL COVERAGE

The basic medical plan shall provide coverage under the Medical Services Plan of British Columbia.

13.02 EXTENDED HEALTH BENEFITS

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

The deductible for the following benefits shall be twenty-five dollars (\$25.00) per year and the benefit levels shall be insured at eighty percent (80%) of the benefit.

The benefits shall include:

- 1) Lifetime maximum benefit of \$1,000,000.00.
- 2) Eyeglass coverage at five hundred dollars (\$500.00) per covered member renewable every twenty-four (24) months, subject to appropriate deductible and co-insurance provisions (includes prescription sunglasses and contact lenses).
- 3) Hearing aid coverage at one thousand four hundred dollar (\$1400.00) maximum for each ear, renewable each 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.
- 4) Voluntary annual auditory testing for Transit Operators, subject to deductible and co-insurance provisions. Reimbursement to a maximum of one hundred dollars (\$100.00) every five (5) years for hearing protection approved by both the WorkSafe BC and the Motor Vehicles Branch is included in this benefit upon receipt of verification of a recognized hearing test.
- 5) Reimbursement for prescription drugs based on the cost of generic drug or drugs covered by Pharmacare using Low Cost Alternative and Reference Based pricing, except where the

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Employee's physician requires in writing that the prescription be filled using a specific brand name drug. This benefit is subject to deductible and co-insurance provisions of the plan.

- 6) Annual prostate blood tests for Employees over forty (40) years of age.
- 7) Professional services of the following practitioners to a maximum of five hundred dollars (\$500.00) per calendar year for each service: acupuncturist, chiropractor, massage practitioner, naturopath, physiotherapist, podiatrist and speech language pathologist, subject to other applicable requirements as outlined in the Plan booklet.

Note Re: Extended Health and Dental Plans

This letter confirms that subject to ratification by both Parties of this Memorandum of Understanding, the Employer will amend Plans to include:

- The ability to direct eyeglass coverage towards the cost of Corrective Eye Surgery once per eye during the lifetime of the Plan member.
- The cost of composite fillings in all teeth.

These benefit plan improvements will be effective no later than April 1, 2016.

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 ninety percent (90%) co-insurance, effective February 1st, 2013, Plan B seventy five percent (75%) co-insurance and Plan C fifty percent (50%) co-insurance with a lifetime limit of five thousand dollars (\$5,000.00) per person covered by the Plan.

13.04 DENTAL PLAN - RETIRED EMPLOYEES

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

13.05 GROUP LIFE INSURANCE

The Employer will provide Group Life Insurance for all eligible regular Employees covered by this Agreement. Coverage shall be equal to one and one-half times the Employee's basic annual earnings rounded to the next higher multiple of five hundred dollars (\$500.00). Maximum coverage is one hundred and fifty thousand dollars (\$150,000.00). 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 fifty percent (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 ten percent (10%) of the amount that was in effect on the last day of employment until a minimum of one thousand dollars (\$1,000.00) is reached.

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This one thousand dollar (\$1,000.00) 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 ten thousand dollars (\$10,000.00) to a maximum of one hundred and fifty thousand dollars (\$150,000.00) 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:

- 1) new Employees who apply for coverage in excess of thirty thousand dollars (\$30,000.00);
- 2) any existing Employee who applies for additional voluntary group life insurance;
- 3) all applications for spousal coverage.

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

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

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

13.08 TRAVEL ACCIDENT INSURANCE

The Employer will provide a Travel Accident Insurance Plan to cover Employees against accidental death when travelling on Employer business with a benefit level of one hundred thousand dollars (\$100,000.00).

The trip destination must be a distance of over forty (40) kilometres outside of the Victoria Regional Transit Service Area.

The Travel Accident Insurance Plan does not cover every day 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 EYE EXAMS

Effective February 1st, 2013, annual vision/eye exams shall be covered at one hundred percent (100%) of the cost of the exam every twenty-four (24) months for adults and every twelve (12) months for dependents.

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ARTICLE 14 - TRANSIT PASS

14.00 TRANSIT PASS

One free transit pass shall be granted to each Employee, and up to two (2) eligible dependents. Additional passes will be made available at the same cost as a Pro-pass. Passes are subject to Canada Revenue Agency taxation rules.

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.

ARTICLE 15 - SAFETY

15.01 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union agree to promote a safe and healthy workplace, in which hazards are identified, and action is taken to reduce the risk of harm.

The Employer will provide appropriate information and training on relevant corporate safety policies and programs as well as job-specific safety procedures.

The Employer will provide appropriate personal protective equipment where required and Employees will be expected to utilize such equipment as directed.

The Employer agrees to consider any reasonable and practicable suggestions for the improvement of safe working practices or for the protection of Employees from safety or environmental hazards in the performance of their work.

The Employer will give careful consideration to written recommendations from the Joint Occupational Health and Safety Committees and provide written responses.

The Parties will maintain the Joint Occupational Health and Safety Committees. The purposes of each Committee will be, within their respective locations:

- 1) to assist in creating a safe working environment;
- 2) to recommend actions which will improve the effectiveness of BC Transit Victoria's occupational health and safety program;
- 3) to promote compliance with the Occupational Health and Safety Regulation of WorkSafe BC ("the Regulation"); and

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- 4) without limiting 1) to 3), to discharge the responsibilities set out in subsection 3.6 (2) of the Occupational Health and Safety Regulations.

For each Committee, the membership will consist of an equal number of Union and Management representatives. The two (2) Union representatives for the Joint Occupational Health and Safety Committee (Maintenance) must be chosen by and from the Union members in the Maintenance Department.

The three (3) Union Representatives for the Joint Occupational Health and Safety Committee (Operations) must be chosen by and from the Union members in the Operations department.

Both parties will endeavour to ensure that Committee membership remains consistent and that alternative Committee members will only be used when regular members are not available.

The Committee will be co-chaired by Employer and Union Representatives. The appointed co- chairs will alternate chairing each meeting.

Members of the Joint Occupational Health and Safety Committees shall be allowed time away from their regular duties to attend the Committee meetings.

Compensation will be in the form of time allowed to attend if meetings happen during a member's regular shift with no loss in straight time pay, or at the member's individual Collective Agreement rates if meetings happen outside of assigned working hours.

15.02 SAFETY SHOES - COST SHARING

Where safety shoes are required to be worn on the job, the Employer shall reimburse the Employee for the purchase or repair of CSA approved safety shoes suitable for work as in either 1) or 2) below:

- 1) to an amount not exceeding one hundred and seventy-five dollars (\$175.00) in a calendar year for one pair or
- 2) to an amount not exceeding three hundred and fifty dollars (\$350.00) per two (2) year period. The acceptable alternative is the purchase of one (1) pair of heavy (winter) and one pair of light (summer) safety footwear per two (2) year period.

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

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

- 1) obtain the prior approval of their immediate Supervisor for the purchase of or repairs to safety shoes; and
- 2) submit a receipt describing the purchase or repairs and amount paid by the Employee.

15.03 FIRST AID ALLOWANCES

The First Aid Regulations of WorkSafe BC 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

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are available in accordance with the Employer's specifications, which also include the requirements of WorkSafe BC.

The Employer will encourage designated Employees to qualify for First Aid Certificates, will pay for their required training and will provide a pay allowance to such Employees for holding valid Certificates (Schedule 1).

When authorized, non-designated Employees, who achieve valid certificates, will be provided with a lesser pay allowance (Schedule 2).

Schedule 1

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

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

Schedule 2

Non-designated Employees authorized to receive First Aid Allowances.

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

15.04 VIOLENCE IN THE WORKPLACE

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

1) OBJECTIVE

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

2) COMMITTEE MEMBERSHIP

Unifor is entitled to appoint three representatives to the Committee, representing both Operations and Maintenance.

The Employer is entitled to appoint three (3) representatives to the Committee.

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

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

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3) SCOPE OF THE COMMITTEE

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

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

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

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

ARTICLE 16 - PAYMENT OF WAGES

16.00 PAYMENT OF WAGES

Employees shall be paid every two (2) weeks on every other Friday or on the preceding working day when a pay day falls on a holiday. Adjustment of a pay shortage of one full day's pay or more can be made by interim cheque at the request of the Employee.

The Employer shall provide for the direct deposit (electronic funds transfer) of the Employee's pay in a participating chartered bank, trust company or credit Union of the Employee's choice, on or before the appropriate pay day. Employee participation shall be compulsory.

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 STATEMENTS - SHIFT WORKERS

Employees' pay statements will be made available on request after 16:30 the Thursday preceding the regular Friday pay day.

Employees requesting detailed timekeeping records of past activity will be provided such information by the Depot subject to operational requirements.

ARTICLE 17 - TEMPORARY EMPLOYMENT

17.00 TEMPORARY EMPLOYMENT

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

17.01 TEMPORARY EMPLOYEES

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

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hired and shall be considered to have regular status from the commencement of such temporary employment. The Employee's temporary status will be continued when the project is extended beyond one (1) year as in G 17.02 below.

17.02 TEMPORARY PROJECTS

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 posted as a full-time regular position.

ARTICLE 18 - TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

18.00 TRANSFER OR CHANGE OF OWNERSHIP OF TRANSIT

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

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

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

ARTICLE 19 - TIME SLIPS

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.

ARTICLE 20 - SPECIFIC MATTERS OF AGREEMENT

20.00 SPECIFIC MATTERS OF AGREEMENT

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

- Section O Operations
- Section M Maintenance

ARTICLE 21 - INTERPRETATION OF AGREEMENT

21.00 INTERPRETATION OF AGREEMENT

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

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ARTICLE 22 - PENSION PLAN

22.00 PENSION PLAN

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

ARTICLE 23 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

23.00 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

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

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

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

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

23.01 PAYMENT FOR EFAP

BC Transit will arrange and pay the fees for a confidential Employee and Family Assistance Program (EFAP).

23.02 UNION INVOLVEMENT

The EFAP also covers other Employee groups. Nothing in this article shall be construed to limit their eligibility for coverage, input, or involvement in reviewing and recommending changes to the program.

ARTICLE 24 - PAID EDUCATION LEAVE

24.01 PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund one cent (\$0.01) per hour per Employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading

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the Employee skills in all aspects of trade Union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund
205 Placer Court
Toronto, Ontario M2H 3H9

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first (1st) day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

The one cent (\$.01) per hour payment shall be increased pursuant to the following schedule:

- April 1, 2016 to March 31, 2017 \$0.03 per hour
- April 1, 2017 to March 31, 2018 \$0.04 per hour
- April 1, 2018 and thereafter \$0.05 per hour

ARTICLE 25 - CANADIAN ARMED FORCES

25.00 CANADIAN ARMED FORCES

- 1) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces shall be granted leave of absence as follows:
 - a) With Pay - where an Employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
 - b) Without Pay - where an Employee participates in a program of training for the purpose of qualifying for a higher rank; or
 - c) Without Pay - where an Employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces. The leave under Article G 25.00 1) c) may be limited by the Employer to no more than once per year.
- 2) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the Employee when on leave of absence without pay, or where they choose to use part or all of their Annual Vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in 1) a) above.

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ARTICLE 26 - WOMEN'S ADVOCATE

26.01 WOMEN'S ADVOCATE

The Parties 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 to find out about specialized resources in the community such as counselors or Women's shelters to assist them in dealing with these and other issues.

For these reasons the Parties agree to recognize the role of the Women's advocate in the workplace. The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Union will develop appropriate communications to inform female Employees about the advocacy role and contact numbers to reach the Women's advocate.

The Women's advocate will participate in an initial forty (40) hour training program organized by Unifor and an annual three (3) day update-training program.

The Company agrees to pay for lost time, including travel time, required to attend the course(s).

All travel, registration, lodging and meal costs and any reasonable expenses shall be paid out of the Local's Paid Education funds as set out in Article G 24 of this Collective Agreement.

Part "O"

OPERATIONS

DEFINITIONS

Depot of Origin:	The Depot where any Operator starts and finishes his/her day.
Indexed Run:	A normal day's work as posted on a running sheet for Sign-up under Article O 2.01.
K:	A qualified Operator performing work in support of customer service as directed by a Transit Supervisor or Depot.
Piecework:	Anything less than a full indexed run.
Regular Rate of Pay:	The applicable straight time hourly rate of pay set out in the Wage Schedule.
Relief Point:	The location where a bus may switch Operators as part of the shift change-over.
Running time:	The amount of time required to complete a given trip or portion of a trip between timing points.
S work:	Any padded work that is not part of an index.
Sign-up:	A process where Operators sign for jobs and for vacation. Sign-up is normally done by Operator seniority for jobs, and by vacation seniority for vacation.
Sleeper:	Operators who fail to report on time for any piece of work they have signed, or to which they have been assigned.
Spreadover:	A premium paid to Operators where their daily work on a split index premium exceeds ten hours duration from the start of the first piece of work to the end of the last piece of work.
Standby:	A qualified Operator available to cover any work that may arise in the daily operation of the Victoria Regional Transit System.
Zone allowance:	A premium paid for crossing a zone boundary.

ARTICLE 1 - HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Subject to the definition of runs in Article O 1.02 below, approximately eight (8) hours shall constitute a normal day's work and forty (40) hours shall constitute a normal week's work of five (5) working days and two (2) consecutive days off. Eight (8) hours at regular rates shall be paid on any run that has at least a total time worked of seven (7) hours and forty (40) minutes, including report and lay-up time.

Part "O"

1.02 DEFINITION OF RUNS

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

ARTICLE 2 - ASSIGNMENT OF WORK

2.01 SIGN-UP

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

2.01.1 Sign-up Relief

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

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

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

Where a winter Sign-up includes a multiple Sign-up to cover special Christmas season schedules, the Sign-up reliefs will be scheduled to provide the Operator signing up with approximately thirty (30) minutes, but in no case less than twenty-five (25) minutes at the Depot prior to the designated Sign-up time.

2.01.2 Operators Transferred to the Inactive List

Operators who have been transferred from the active list to the inactive list as a result of health or other reasons will not be eligible to sign-up. If such Operators return from the inactive list to the active list, they will be placed on the Spareboard for the balance of the current sheet, with days off of their choice.

If an Operator presents, not less than one (1) business day before the sign-up commences, a medical certificate from their doctor indicating a definite return date which will fall within the first three (3) weeks of a new sheet, the Operator may then sign-up for the sheet.

2.01.3 Payment for Union Representatives at Sign-up

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

Part "O"

2.02 RUNNING SHEETS - DEFINITION AND CONSTRUCTION

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

2.02.1 Union Sheet Committee

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

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

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

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

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

The Employer will provide information on changes in new running sheets and draft paddles to the Sheet Committee, where possible two (2) weeks and in no case less than one (1) week prior to sheet examination.

2.02.2 Running Sheets - Frequency

The Employer may introduce additional running sheets and may extend the period of a running sheet if exceptional conditions prevail at the time a new sheet is due. It is intended that the Employer will post new running sheets for sign-up according to a frequency not fewer than four (4) new running sheets per year.

No running sheets will be in force for a period longer than fourteen (14) weeks, plus the period to the Monday following the next pay break, except that the sheet which includes the Christmas shopping period may be extended to a maximum of sixteen (16) weeks, plus the period to the Monday following the next pay break.

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

2.02.3 Running Sheets - Changes

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

Part "O"

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

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

2.02.4 Length of Runs

- 1) The Employer will guarantee as a minimum that sixty eight percent (68%) of signed up runs will be cut within nine hours (to include straight runs) and that sixty percent (60%) of signed up runs will remain as straight runs, subject to a leeway of three (3%) percent below these limits.
- 2) BC Transit will maintain current year over year work ratios for distribution for straights and compressed work as much as possible at all operational Depots.

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

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

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

2.02.6 Training/Orientation

Where training and/or orientation is provided by the Employer in order to facilitate implementation of changes to services or equipment, Operators who attend such training outside their normal working hours shall be paid at straight time rates for the time spent in such training. A minimum payment of one (1) hour will apply.

2.02.7 Special Category Runs

The creation of "special category" runs basically entails coupling of an unspecified number of a.m. and p.m. "trippers" and provision of additional allowance time so that such runs will pay eight (8) hours.

The agreed basic features are as follows:

- 1) Minimum shift make-up time six (6) hours;
- 2) Maximum shift make-up time seven (7) hours and fifteen (15) minutes;
- 3) Maximum spread time of thirteen (13) hours;
- 4) All runs to pay eight (8) hours;
- 5) All runs off Saturday and Sunday;
- 6) No specified number of runs;
- 7) All runs are exempt from percentage requirements of present or future Agreements;
- 8) At the next sign-up, runs will be available for signing for the balance of each sheet at all depots;
- 9) Payment for spread time in excess of ten hours and thirty minutes (10.5 hours) at a premium rate of twenty five percent (25%) of the Operator's regular straight time rate.

Part "O"

2.03 SERVICE REVIEW COMMITTEE

2.03.1 Objective

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

2.03.2 Committee Membership

The composition of the Committee is as follows:

Victoria Planning & Scheduling Manager (Chair), Manager Transit Operations, an Operations Group Coordinator, Operational Planning & Analysis Supervisor; and

Unifor Local 333BC Executive Board Member, Sheet Committee Chair, Bus Stop Committee Chair, Lavatory Committee Representative, and an Occupational Health and Safety Committee (Operations) Representative of the Union.

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

2.03.3 Terms of Reference

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

- 1) routes and deadheading;
- 2) facilities including exchanges, washrooms and stops, layover locations;
- 3) running times, timing points;
- 4) interlining;
- 5) frequency, loading and overloads; and
- 6) operational issues raised by Operators through paddle notes, service comment sheets or other means.

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

2.03.4 Committee Procedures

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

2.03.5 Relationship with Sheet Review Process

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

Part "O"**2.03.6 Running Time Issues**

The Parties agree that adequate scheduled running time will be provided on each route for typical daily circumstances, including recovery time, and that chronic insufficient running time has a negative impact on both customers and Transit Operators.

Scheduled times will be viewed with the intent of providing safe, reliable, on time delivery of transit service to their destination. Therefore where chronic problems with running times or loads are experienced, the following procedures will be utilized to review and address the problems:

- Where Transit Operators experience a problem with loads or running times including excessive running times or extremely light loads, they should contact a Transit Supervisor, identifying the problem.
- Pass ups due to heavy loads are expected due to increasing demands for service, however should be reported to a Transit Supervisor who shall record the information.
- Transit Operators who experience chronic problems (ongoing over a period of 7 – 10 days) should complete the Service Comment Sheet and hand it into the dispatch office for the Manager, Operations or his/her designate. A copy of this Comment Sheet will go to the Unifor Sheet Chair and the Manager, Planning & Scheduling.
- The Manager of Operations or his/her designate will have an investigation conducted and within fourteen (14) calendar days of receiving the Service Comment Sheet provide to the Unifor Sheet Chair and the Operator concerned a decision with relation to the solution in writing.

The individual Transit Operator involved will be consulted before any changes are made and again after implementation to determine if the solution was effective.

Should the Sheet Chair disagree with the decision, a meeting will be convened within five working days between the Manager of Operations and Manager of Planning and Scheduling to discuss alternative solutions.

The data used in making the decision shall be provided to the Union upon request. In addition the Manager of Operations and Union Sheet Chair will have the involvement of the Training Department on a case-by-case basis in jointly determining adequate running times.

- All issues identified as chronic between Service Review Committee meetings will be discussed at the subsequent Service Review Committee meeting.
- Changes that are mutually agreed to any paddle in one sign-up will automatically be scheduled in the same manner on the next and subsequent sign-ups unless there are substantive differences in the paddle as a result of seasonal changes or overall service requirements.
- When preparing for the next sheet, the Planning and Scheduling Department will review all chronic issues that have been identified since the last sheet and the changes that were made or that are necessary to make for the next sheet.

Part "O"

These issues and any changes that were made or are necessary to make for the next sheet will be provided to the Sheet Chair at least fourteen (14) calendar days before the first run cuts are made.

- It is understood that for this process to work properly, full disclosure between the Manager of Operations and the Union Sheet Chair is necessary and desired and that as much advance notice as possible in the planning of a new sign-up is important so that substantive discussion can commence on any issues.
- The Sheet Chair will suffer no loss in pay arising from this activity.

2.04 NOTICE OF RETURN TO WORK FOLLOWING LEAVE OF ABSENCE

- 1) When Operators return to work following a sickness absence, they shall notify the Depot Office on the day prior to their return in order to be restored to the run they held prior to their absence. The report times shall be 13:00.
- 2) 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.
- 3) 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.
- 4) Operators unable to sign off prior to 13:00 must notify the Depot prior to 18:00 if they will be unable to return to work the following day.
- 5) Operators signing off prior to 13:00 shall have their runs placed on the work sheets for the following day and said work shall be governed by the overnight assignment.
- 6) Work signed off after 13:00 shall go to standby if starting prior to 08:00 and if starting after 08:00 shall be placed on the work sheets for the following day.
- 7) 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.

Part "O"

Operating Procedure

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

- 1) Operators can voluntarily report and will be paid for all the time worked.
- 2) They must clear themselves for work for their next working day in accordance with existing practices.
- 3) Operators who are deemed to be a Sleeper pursuant to the above definition, but report for work within fourteen (14) minutes of their scheduled report time, when there is a standby available at the Depot, shall be able to complete their day's work on the piece of work they were scheduled to do with no loss of pay.

If requested by the Depot Office to work or appear for work, the Operators shall be covered by the guarantee as it applies to regular Spareboard Operators.

2.04.3 Unscheduled Transit Service Delays

Where Operators utilize the transit system to effect a relief or a report which falls within their hours of work, (including travel time) and an unscheduled transit service delay occurs, resulting in the Operators being unable to make the relief or report, they shall not be subject to loss of pay or to any disciplinary action or documentation.

The Operators will take all steps available to them to notify the Depot Office of their delay at the earliest opportunity.

2.05 AVAILABILITY FOR OVERTIME WORK

2.05.1 Availability

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

2.05.2 Payment

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

2.06 NATIONAL SAFETY CODE

An Operator signing work at the quarterly sign-up and who is impacted by the NSC on any day during the course of that sign-up because he/she was forced into an NSC violation resulting in him/her not being able to start his/her work the following day, will be subject to the following:

- 1) The beginning of his/her shift will be placed on the Spareboard and the Operator will be required to take over the remaining part of the index at the relief point closest to his/her 8 hour rest period required by the NSC or later at the discretion of the Depot Supervisor.

Part “O”

- 2) The Operator will be placed in his/her seniority at the 09:00 sign-up at his/her Depot of origin for work that may fit with the remaining part of the index subject to the 19:30 qualifying time.
- 3) An Operator who fulfills 1) and 2) above will be paid the daily guarantee of eight (8) hours or the total hours he/she obtains for the day, whichever is greater.
- 4) Operators who are affected by the National Safety Code may leave work choices on the next day’s choice sheet.

ARTICLE 3 - METHOD OF PAYMENT

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 hours and thirty minutes (8.5 hrs) only, except as provided in Article O 2.01.1, Sign-up Reliefs.

3.01 PAYMENT FOR OVERTIME WORK

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

Time Worked Per Day	Rate of Pay (Times regular rate)
From eight (8) hours to nine hours and thirty (30) minutes (9.5)	1 ½x
In excess of nine (9) hours and thirty (30) minutes (9.5)	2x

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 one and one-half (1½) times of the regular rate up to nine hours and thirty (30) minutes (9.5 hrs) of time worked and double time (2x) the regular rate for overtime worked after nine hours and thirty (30) minutes (9.5 hrs).

3.01.1 Payment for Work on Sundays and Statutory Holidays

- 1) All Sunday shifts will be straight shifts and will pay a minimum of five (5) hours and twenty (20) minutes at time and one-half (1½x). Double time (2x) will be paid for all time worked in excess of eight (8) hours.
- 2) On statutory holidays, the rates of pay for time worked shall be time and one half (1½x) of the regular rate up to nine (9) hours and thirty (30) minutes (9.5 hrs) of time worked and double time (2x) of the regular rate for overtime worked after nine (9) hours and thirty (30) minutes (9.5 hrs).

Part “O”

- 3) Operators may elect to bank statutory holidays by seniority sign-up in blocks of either five (5) days or ten (10) days. The Employer shall determine the statutory holiday blocks to be made available in each sign-up.

If such Employees elect not to bank statutory holidays they shall nevertheless be required to work any holiday scheduled as a work day in accordance with Article G 10.03 and they shall not receive another day off in lieu.

- 4) 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.

- 5) Restricted Period

Banked days as provided for in O 3.01.1 three (3) can only be scheduled off outside the prime periods.

- a) Third (3rd) Sunday in June through the Sunday following Labour Day.
- b) The last two (2) week period of December.
- c) The two (2) weeks of the Public School Spring Break.

- 6) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to O 3.01.1 4) and 5).

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 eight (8) hours	1 ½ x
From eight (8) hours to ten (10) hours and thirty (30) minutes (10.5 hrs)	2 ¼ x
After ten (10) hours and thirty (30) minutes (10.5 hrs)	3 x

3.02 SPREAD-OVER PREMIUM FOR SPLIT SHIFTS

A spread-over premium shall apply to the normal days of work on a split index which exceeds ten (10) hours and thirty (30) minutes (10.5 hrs) duration from the start of the first piece of work to the end of the last piece of work.

3.02.1 Premium

The spread-over premium shall be twenty five percent (25%) of the Operator’s regular straight-time rate.

Part "O"

3.02.2 Premium Applied

The spread-over premium shall be paid for the time worked from (10) hours and thirty (30) minutes (10.5 hrs) of total elapsed time.

3.02.3 T.E.T. Time

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

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

3.02.4 Maximum Spread-over

During this Agreement, the maximum spread-over times for signed-up runs shall not exceed the maximum spread-over times which prevailed under the last Agreement. The Employer will revise the scheduling of short pieces of work with the objective of reducing spread-over 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 spread-over.

3.03 MINIMUM PAY FOR SHORT PIECES OF WORK

3.03.1 Single Pieces of Work

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

3.03.2 Two Pieces Separated by 15 Minutes or Less

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

3.03.3 Two Pieces Separated by More than 15 Minutes

If, in the building up of a signed up run, two (2) or more pieces of work separated by more than fifteen (15) minutes pay six (6) hours or more, then the Employer may pay the time straight through and post as a single piece of work.

3.03.4 Extended Work

Where the Employer requests Operators to extend their work:

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

Part "O"

Application

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

A "legitimate reason" is a reason of a pressing and urgent nature relative to the significance of the service disruption to transit customers in all of the circumstances of the missed relief.
- 2) Despite Article O 2.05, an Operator is required to complete a piece of work or index that has been delayed due to reasons beyond the control of the Employer (e.g., weather conditions, traffic conditions, etc.)

3.04 PAY PROTECTION ON TEMPORARY CHANGE OF WORK

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

3.05 REPORT TIME AND LAY-UP TIME

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

3.05.1 Report Time

Operators shall be paid fifteen (15) minutes report time for taking buses out of the Garage to operate in regular scheduled service and charter runs.

3.05.2 Lay-up Time

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

Part "O"**3.06 TRAVEL TIME****3.06.1 Definition of Travel Time**

"Travel Time" will be established by the Employer in consultation with the Union. It will be based on the actual time it takes to walk between relief points or from a Depot where work originates, or it will be equivalent to the scheduled running time between any two locations, whichever is lower.

Where a transfer is required an additional allowance will be made, consisting of five (5) minutes when the travel time occurs any time up to 18:00 in the day and fifteen (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 nine (9) hours spread time), if either A-B or C-D shift is less than two hours, then the balance of make-up to be absorbed before any net travel time allowance is applied.

Net travel time for indexes and pieces of work shall be charged against the Spareboard guarantee and for "time in" purposes (Spareboard).

3.06.2 Travel Time Application

The following letters represent the shift location parameters.

A - start location of first shift

B - finish location of first shift

C - start location of second shift

D - finish location of second shift

1) Straight Shifts**a) 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 \longleftrightarrow B

b) Two Piece Straight

Part “O”

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.



2) Split Shifts

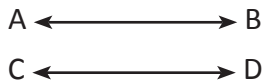
a) Spread Time of 9 Hours or Less

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).



b) Spread Time in Excess of 9 Hours

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



3.07 MAKE-UP TIME

“Make-up Time” is defined as that time which brings a piece of work or an index up to a guaranteed minimum time as provided for elsewhere in this Agreement and includes the time paid in order to convert two or more pieces of work into one piece of work as provided in Article O 3.03.

Make-up time will only be included in a piece of work after all other components (i.e. report time, lay-up time, and travel time) have been accounted for.

Make-up time is a straight-time allowance and will not be included in any full index (e.g. Eight (8) hours or more Monday through Saturday or five (5) hours and twenty (20) minutes or more on Sundays) for which overtime rates are paid.

Make-up time for indexes and pieces of work shall be charged against the Spareboard guarantee and for time-in purposes (Spareboard).

3.08 TRAINING PREMIUM

Qualified Operators selected by the Employer to train new Operators shall be paid a training premium of forty cents (\$0.40) per hour while engaged in training work.

Part "O"

ARTICLE 4 - WASHROOMS

4.01 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 in the Drivers' Guide. Washroom location changes between sign-ups will be posted.

4.02 WASHROOM COMMITTEE

1) OBJECTIVE

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

2) COMMITTEE MEMBERSHIP

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

Manager of Operations (Chair)

Two (2) Transit Operators – designated by the Union

One (1) Transit Supervisor

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

3) TERMS OF REFERENCE

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

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

The Employer will provide a budget each year for allocation by the Committee towards the maintenance, cleaning and enhancement of existing washroom facilities and establishment of new facilities.

This budget will include the current amount allocated to washroom rental. The Employer undertakes whenever possible to provide a washroom at all future transit exchanges, or other future transit facilities with the exception of park & rides and bus stops, subject to conditions outside of the control of the Employer.

Funding for the construction of these washrooms will be in addition to the annual budget of the Committee.

Part "O"

ARTICLE 5 - UNIFORMS

5.00 UNIFORMS

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

5.01 CLEANING ALLOWANCE

Operators will receive on their pay cheques a cleaning and maintenance allowance of twelve dollars (\$12.00) bi-weekly.

ARTICLE 6 - NEW OPERATING CENTRES

6.00 NEW OPERATING CENTRES

If the Employer establishes new operating centres these new centres will be covered by this Agreement.

ARTICLE 7 - TEMPORARY PROMOTIONS

7.01 TEMPORARY PROMOTIONS

7.01.1 Post A Notice

The Employer shall post a notice inviting applications from Operators covered by this Agreement to fill acting Supervisory positions.

7.01.2 Term Of Leave

A temporary promotion to an acting Supervisory position shall have a duration of not more than ninety (90) calendar days in each calendar year.

7.01.3 Seniority Maintained

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 Agreement Coverage

An Operator temporarily promoted to an acting Supervisory position shall be covered by the policy or Collective Agreement applying to Supervisory personnel at that time.

7.01.5 No Discipline

At no time will a temporary Supervisor administer formal discipline of any Unifor member.

ARTICLE 8 - SHIFT PREMIUMS

8.01 SHIFT PREMIUMS

Operators shall be paid a shift premium of seventy five cents (\$0.75) per hour for all hours worked after 20:00.

Part "O"

ARTICLE 9 - ONE-DAY ANNUAL VACATION

9.01 ONE DAY ANNUAL VACATION

Operators entitled to six (6) weeks of Annual Vacation per Article G 9.02, will have the option of leaving one (1) week of Annual Vacation unscheduled at the time of the Annual Vacation Sign-up.

These five (5) days will be scheduled at a later date, subject to staffing requirements, and may be taken one or more days at a time.

The following rules shall apply:

- 1) Employees must show their intent to retain the five (5) unscheduled days (or such number of days that may make up a Work Week) at the time of the Annual Vacation Sign-up by signing the unscheduled holiday sheet.
- 2) The Employer will make available three (3) slots per day that may be scheduled at the time of the Annual Vacation Sign-up in order of vacation seniority. Statutory holidays will not be available for signing.
- 3) After the Sign-up has been completed, the Employer will make available the slots on each day that were not signed for during the Annual Vacation Sign-up (statutory holidays not included) for Operators wishing to take single day(s) of Annual Vacation.

Operators may request the single day(s) not more than one (1) month in advance, and by 13:00 hours two (2) days prior to the day requested. Choices will be limited to one (1) day per Operator per week. When more than one Operator applies on the same day, seniority will be the determining factor. In all other cases, requests will be granted on a first-come-first-served basis.

ARTICLE 10 - SPAREBOARD RULES

10.00 SPAREBOARD RULES

These rules apply to all operational Depots within the Victoria Regional Transit System.

10.01 SPAREBOARD

Spareboard – a pool of qualified Operators who ensure and maintain safe and reliable customer service to cover short term/long term absences and meet unexpected service requirements.

The Employer will endeavour to maintain a number of Operators equal to not less than twelve percent (12%) of the number of Operators that will be required to sign on the properties for the new sheet, except where agreed by the Employer, the Sheet Chair and the local Union Executive Board, that a lower number is sufficient.

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

- 1) Indexes
- 2) Day off blocks
- 3) Averaged Annual Vacation blocks
- 4) Compressed Work Indexes

Part "O"

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

10.01.1 Spareboard Operators - Days Off

Spareboard Operators will receive the same number of days off as signed up Operators. Spareboard Operators will select consecutive days off in order of seniority at the regular Sign-up times.

When required, new Operators will be added to the Spareboard until the next Sign-up and shall be designated consecutive days off at the discretion of the Employer.

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

10.01.2 Depot of Origin

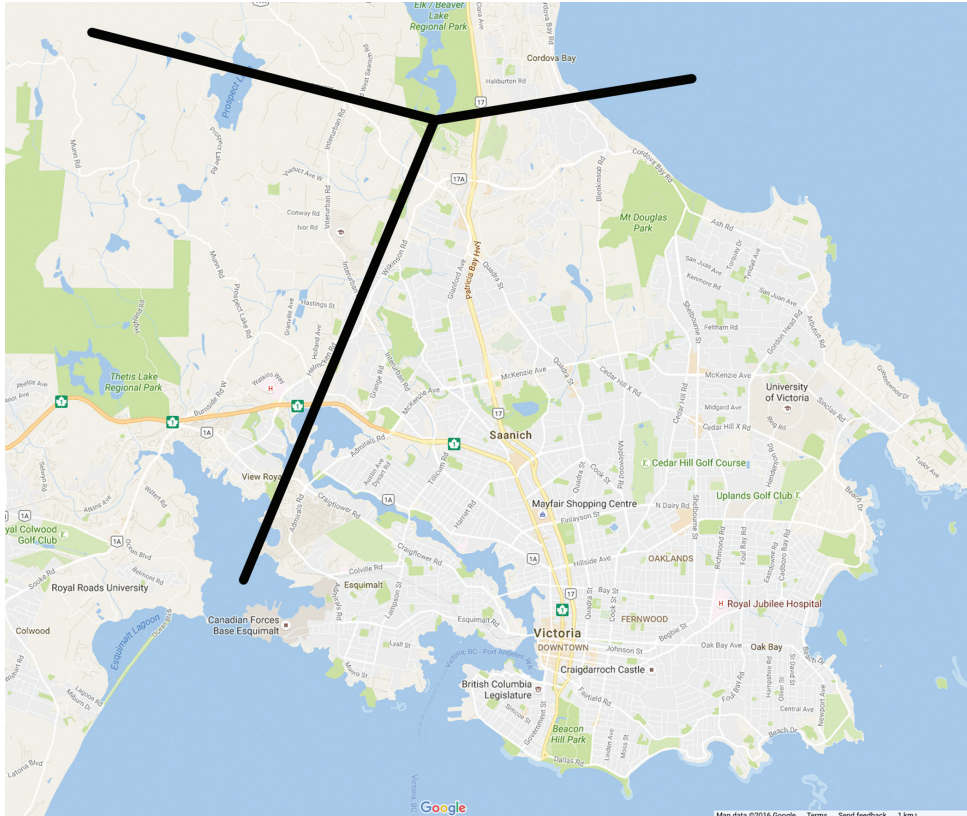
- 1) Index work cannot be moved from one Depot to another.
- 2) When all options are exhausted pursuant to O 10.11.1 and all calls have been made, and O 10.07.11 has been invoked, index work can be moved from one Depot to another.
- 3) Work is defined as work that starts or finishes at the Depot of origin or has a block number for the Depot of origin, including Sign-up reliefs, and Sleepers.

Prior to the loss of service due to an emergency that requires emergency service or due to a mechanical breakdown or an Operator's illness or injury, work from one Depot could be assigned to a standby or "K" from another Depot.

The work will terminate at a terminus or at a relief point not beyond one round trip from the point where the standby or "K" started the trip. Beyond that and in all cases the work will revert to the Depot of origin.

- 4) When a Spareboard Operator is covering a plus, part index, with a relief point across the zone boundary shown below, each part will attract a zone allowance of thirty (30) minutes.

Part “O”



- 5) Zone allowance will not apply towards the NSC and 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.

10.02 SPAREBOARD GUARANTEE

10.02.1 Guarantee

The guarantee for all Spareboard Operators who make themselves available for work shall be eight (8) hours per day, including Sunday premiums and Holiday premiums at time and one half (1½x).

Every day that Operators make themselves available at their designated Depot for the day and fulfil their obligation under these Spareboard Rules, they will be eligible for the daily guarantee.

Any overtime worked cannot be applied towards the guarantee for any other day or any other Depot.

10.02.2 Failure To Report

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

10.03 TRIPPERS, SPECIALS AND SPLIT WORK

Depot Offices shall not have the right to build up a Spareboard Operator’s Work Day with allowance time to a full day’s work thereby causing the Operator to lose seniority.

Part “O”

10.04 SPAREBOARD QUALIFICATIONS

10.04.1 Qualifications

Operators exercising their seniority to sign the Spareboard or vacation relief involving the Spareboard, must be qualified to operate all types of equipment used in the Victoria Regional Transit System Operations.

They must be proficient in all variations of work covered by this Spareboard.

10.04.2 National Safety Code

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

10.05 ADDITIONAL WORK

10.05.1 Work Starting After 19:30

When circumstances are such that all Spareboard Operators have completed eight (8) hours, then work starting after 19:30 will be voluntary and will be assigned to any Operator on a first-come-first-served basis. Any Operator starting work prior to 09:00 hours will not be required to work past 19:30 hours.

10.05.2 National Safety Code Exception

An Operator signing work at the quarterly Sign-up and who is impacted by the NSC on any day during the course of that Sign-up because he/she was forced into an NSC violation resulting in him/her not being able to start his/her work the following day, will be subject to the following:

- 1) The beginning of his/her shift will be placed on the Spareboard and the Operator will be required to take over the remaining part of the index at the relief point closest to his/her eight (8) hour rest period required by the NSC or later at the discretion of the Depot Supervisor.
- 2) The Operator will be placed in his/her seniority at the 09:00 Sign-up at his/her Depot of origin for work that may fit with the remaining part of the index subject to the 19:30 qualifying time.
- 3) An Operator who fulfills 1) and 2) above will be paid the daily guarantee of eight (8) hours or the total hours he/she obtains for the day, whichever is greater.
- 4) A Spareboard Operator who at 13:15 Sign-up is assigned a full index and is impacted by the NSC, that Operator will then be governed by O 10.05.2 1), 2) & 3).
- 5) A Spareboard Operator who at 13:15 Sign-up is forced on an “E” or an “F”, and is impacted by the NSC, may leave choices for the 09:00 Sign-up at their Depot of origin. The Operator will be placed at the 09:00 Sign-up in their seniority, and will be required to remain available to 19:30 to maintain the guarantee, or when they have eight (8) hours whichever comes first.
- 6) A Spareboard Operator who at the 13:15 Sign-up is forced on a G and is impacted by the NSC, may leave choices for the 09:00 Sign-up at their Depot of origin.

Part "O"

The beginning of the G will be placed on the sheet. O 10.06.10 will not apply. The Operator will be required to take over the remaining part of the G at the relief point closest to his/her eight (8) hour rest period required by the NSC or later at the discretion of the Depot Supervisor.

The Operator will be placed at the 09:00 Sign-up in their seniority.

Operators who are affected by the National Safety Code may leave work choices on the next day's choice sheet.

10.06 09:00 SIGN-UP

10.06.1 Afternoon Work

Operators will sign their afternoon work at the Depot of origin for the day at the 09:00 Sign-up in order of seniority. The 09:00 Sign-up for operational Depots with work assignments on the Spareboard will proceed consecutively.

The Depot with the least amount of work assignments will sign first at 09:00. If there is a tie it will be at the discretion of the Depot Supervisor or designate.

Operators leaving a selection of work choices must leave a sufficient number of choices to cover their seniority. Operators who fail to leave sufficient work choices will be assigned a piece of work with the earliest finish and each piece of work shall finish by 19:30 hours.

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

- 1) Operators who have been assigned work on the overnight sheet under the letter 'G', or
- 2) Operators who have been assigned work under the letter 'E' when the finish time of such work prevents the Operator from reporting for the 09:00 Sign-up, or
- 3) Operators who have been assigned work under the letter 'F' when the finish time of such work prevents the Operator from reporting for the 09:00 Sign-up, or
- 4) Operators who have received approval from the Depot Office Supervisor for emergency reasons.

The Depot Supervisor will assume that all choices imply a 19:30 finish time unless specifically requested by the Operator.

10.06.2 Failure To Report At 09:00

Spareboard Operators who are marked up for the 09:00 Sign-up but fail to report or answer to their name being called, will be assigned the last piece of work available to 19:30 hours.

If two or more Operators are involved, then the senior Operator will be assigned the earliest finish piece of work. Operators may break into the Sign-up after failing to sign in their correct seniority position by declaring their intent to the Depot Office Supervisor.

They may only sign work that is available from the time they declare their intent.

Part "O"

10.06.3 Written Choices

Operators leaving their written choices of work must:

- 1) Ensure they are marked 1st, 2nd, 3rd choices, etc.
- 2) Ensure their choices are clearly written
- 3) Accept work that is assigned them if 1) and 2) are not followed

Any clarification as to the written selection will be interpreted by a Union Spareboard representative or designate when requested by the Depot Office Supervisor or designate.

10.06.4 Shortest Piece Of Work

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

10.06.5 Signing Blocked Work

At 09:00 Sign-up, Operators may:

- 1) Sign two (2) or more blocked pieces of work provided they receive eight (8) hours or more work for the day (five [5] hours and twenty [20] minutes on Sundays and statutory holidays), or
- 2) Split into a shift for a minimum of two (2) hours plus sign one or more blocked, or unblocked, pieces of work provided they receive eight (8) hours or more work for the day (five [5] hours and twenty [20] minutes on Sundays and statutory holidays), or
- 3) Sign a blocked piece of work provided it makes their day.

10.06.6 Blocked Work Request

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

10.06.7 Remaining Work

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

10.06.8 Work After Scheduled Finish Time

All time worked after the scheduled finish time of a piece of work assigned to be completed prior to the 09:00 hours, will be applied to the Operator's day provided the time is reported to the Depot Office prior to the start of the 09:00 Sign-up.

10.06.9 Not To Be Bumped

An Operator may not be bumped off work at the 09:00 Sign-up by another Operator or by the Depot Office Supervisor or designate.

Part "O"

10.06.10 Splitting Blocks

Spareboard blocks cannot be split except for Sign-up relief or when, for any reason Operators are forced into a block that will put them in excess of eight (8) hours. The block shall be split at the nearest relief point to eight (8) hours and provided that the leftover piece is a minimum of two (2) hours.

10.06.11 Known Work

Known work that will continue past 19:30 hours may be signed pursuant to O 10.11.1 over the guarantee. This provision applies to voluntary third pieces of work only.

10.06.12 Standbys 09:00

Standbys may be placed on the 09:00 sheet for selection by Operators at the 09:00 Sign-up and shall be subject to 19:30 qualifying time.

Operators obtaining a standby under O 10.06.12 must be available for a minimum of one (1) hour past the end of the standby and cannot bid for blocked work or additional work that starts prior to 19:30, until the completion of the standby.

Operators are eligible to bid for additional work only after the standby is finished.

10.06.13 Longest Piece Of Work

Spareboard Operators, by their turn at the 09:00 Sign-up, who are not able to show that they have signed on, and are safe on eight (8) hours work on any given day (five [5] hours and twenty [20] minutes on Sundays and statutory holidays), must take the longest piece of work up to a day's work of eight (8) hours.

In keeping with seniority privileges, an Operator may pass down the longest piece of work in favour of taking the second longest or third longest, etc. as long as there are junior Spareboard Operators available who are not able to show that they have signed on, and are safe on eight (8) hours' work (five [5] hours and twenty [20] minutes on Sundays and statutory holidays).

10.06.14 Spareboard Operators Forced Onto Work

If, at the 09:00 Sign-up, Operators are forced onto a piece of work that will put them in excess of eight (8) hours (five [5] hours and twenty [20] minutes on Sundays and statutory holidays), they will be relieved upon request at the relief point closest to the completion of eight (8) hours provided that the leftover piece is a minimum of two (2) hours.

10.06.15 'S' Work

At 09:00 Sign-up 'S' work cannot be moved from one Depot to the other.

10.07 13:15 SIGN-UP

10.07.1 13:15 Sign-Up

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

Part “O”

The work sheets will be posted from 04:50 hours until 13:00 hours.

At the 13:15 Sign-up, Spareboard Operators will choose the next day’s work from any operational Depot in order of seniority.

The Depot chosen will be the Depot of origin for the day.

10.07.2 Overnight Sheet

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

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

At 13:15 Sign-up ‘S’ work may be placed at any Depot at the discretion of the Depot Supervisor or designate.

10.07.3 Choices

Operators may choose work for the 13:15 Sign-up in the following ways:

- 1) Show up at 13:15 hours and choose work within seniority;
- 2) Leave a choice on sheets provided, based on available information from the worksheet, choice cannot be left by telephone; or
- 3) by Depot phone, fax or e-mail;
- 4) If options 1), 2) or 3) are not exercised, the Operator’s permanent letter choice will be used by the Depot Office Supervisor or designate.

10.07.4 Letter Choices and Work Allocation

All Operators must submit all letter choices. Work on the overnight sheet will be allocated by the Depot Office Supervisor or designate in order of seniority and in accordance with each Spareboard Operator’s written statement of preference using the letter system outlined in O 10.07.6.

A separate set of letters may be submitted for Saturday, Sunday and statutory holiday work only.

If Operators do not fulfill their obligation for submitting all their letters for weekday, weekends (Saturday and Sunday) and statutory holidays, the Depot Office Supervisor will assign work pursuant to generic letter choices as follows: A, B, F, G, C, E, K, J, D, H, I. Operators will be permitted to submit sufficient letters for the next overnight Sign-up.

10.07.5 Letter Choice Sheets

At the beginning of each Sign-up, Spareboard Operators will submit their letter choices to the Depot Office Supervisor, or designate, which will indicate their preferences before going to the Spareboard.

A Spareboard Operator on vacation or sick leave may submit a choice of letters on return.

Part "O"**10.07.6 Letter Choice Definitions**

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

- "A" Day Run (earliest finish to senior Operator) finishing at or before 15:30.
- "B" Day Run (earliest finish to senior Operator) finishing at or before 18:30.
- "C" Early Night Run finishing at or before 20:30.
- "D" Night Run (earliest finish to senior Operator).
- "E" Early Report — Early report Operators cannot be "bumped" off work signed during their report time. When two or more Operators are signed-in on early report, a senior Operator may exercise seniority to pass down work to a Junior Operator providing that the start time of the work to be passed down is within the Junior Operator's early report time.
- "F" Early Overloads, Specials or Charters finishing at or before 09:00.
- G Early Overloads, Specials or Charters finishing after 09:00. (Depot Office Supervisor or designate must be notified by note or telephone of choice for 09:00 Sign-up.)
- "H" Special Event Charter or Specials of seven (7) hours or more. (Earliest finish to Senior Operator).
- "I" 09:00 Report subject to work starting at or after 09:00 hours. This choice to be used by Operators affected by the NSC only.
- "J" PM Report/Late Night Standbys subject to staffing requirements. The Depot Office Supervisor will endeavor, when possible, to have this work assigned as a straight through piece of work. An Operator assigned a "J" will only be eligible to obtain work the next day that starts at least eight (8) hours after the end of the latest finishing index.
- "K"
- a) As Directed work is work that does not involve an "index" or "paddled work" and has a fixed start and an approximate finish time and not to exceed thirty (30) minutes past the posted time on the sheet. (O 3.03.4c will apply at the end of the thirty (30) minutes).
 - b) A "K" that is a full index with the earliest finish shall go to the senior Operator. A "K" of less than a full index shall be assigned with the longest piece going to the senior Operator.
 - c) Operators signed onto a "K" are eligible to sign for work starting at the finishing time shown on the sheet.
 - d) As directed, work is designed to augment scheduled service. Seniority or pass up provisions do not apply.

Part “O”

“CWW” Compressed Work Week — CWW may be added as a prefix to any of the above compatible letter choices.

“LS” To be used anywhere to indicate latest start.

“EF” To be used to indicate earliest finish.

“LTC” or

“VTC” To indicate start location.

“AOD” Reference to any potential new Depot.

10.07.7 Order Of Preference

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

10.07.8 Overtime Work Indication

The Depot Office Supervisor or designate will assume Operators do not want overtime unless they indicate on the overnight sheet or by letter choice (e.g. A, B+OT, C+OT, CWW, etc.)

It is the responsibility of the Operator to ensure overtime assignments are in keeping with the National Safety Code.

10.07.9 Operator’s Responsibility

It is the responsibility of Operators to ascertain from the overnight sheet the duties that have been assigned to them. For the benefit of Operators returning from late duties, when the Depot Office is closed, the overnight sheet will be posted in the side window of the Depot Office.

Operators who do not finish at their Depot of origin for the day will be able to phone the Depot for the next day’s assignment, start and finish times and start and finish location(s).

The Depot Office Supervisor or designate will from time to time post the times during which these Operators can call the Depot Office. An Operator may request a repeat of detailed information or to read back detailed information to ensure it is correct.

10.07.10 All Other Work

All other work on hand will be selected by seniority at 09:00 Sign-up at their Depot of origin for that day.

10.07.11 More Operators Than Work

When there are more Operators than work at the overnight assignment, surplus Spareboard Operators will be assigned either an AM or PM standby at the 13:15 Sign-up, by seniority choice.

During the standby portion of any assignment, Operators will accept or pass work in order of seniority, the Standby Operator will be assigned work from the sheet and will standby at the Depot.

Part "O"

PM STANDBY:

- 1) A PM standby will be a straight shift of eight (8) hours (five [5] hours and twenty [20] minutes on Sundays and statutory holidays) and may include a tripper.
- 2) During the standby portion of the shift, the Operators will complete any work they are assigned that may continue beyond the end of the shift.
- 3) Overtime will commence after eight (8) hours of work.
- 4) Operators assigned to the PM standby will not be required at the 09:00 Sign-up.

AM STANDBY:

- 1) An AM standby is an early report that may be less than eight (8) hours and may include a tripper.

No work will be assigned to a Spareboard Operator (including standby Operator) outside their Depot of origin for that day other than voluntary overtime.

EXCEPTION:

When standbys are exhausted at one Depot and there are standbys available at an alternate Depot, the Depot Supervisor or alternate may run work from one Depot out of the alternate Depot as overtime.

Pass up provisions will apply. When this occurs, the Operator will be paid according to the following formula: Total time assigned at Depot of origin would be added first including the daily guarantee.

At the end of that line, overlapping time from the other Depot would be added first following by non-overlapping time at the other Depot.

10.07.12 Depot Selection

- 1) At 13:15 Sign-up, Operators who have elected VTC Depot as their Depot of origin for that day, and have signed for a standby cannot sign any other work that starts within one (1) hour of their signed for standby finish time. This one (1) hour availability also applies to VTC Operators who are signed on a regular index and obtains an early standby (E) under O 10.11.1.
- 2) At 13:15 Sign-up, Operators who have elected LTC as their Depot of origin for that day, and have signed for a standby cannot sign for any other work that starts within one and a half (1½) hours of the signed for standby finish time. This one and a half (1½) hour availability also applies to LTC Operators who are signed on a regular index and obtains an early standby (E) under O 10.11.1.
- 3) At 13:15 Sign-up any Operator who obtains an early standby (E) under O 10.11.1 at the other Depot will be subject to the one and a half (1½) hour availability between the end of the standby finish time and the work they have signed for that day.
- 4) Operators on early standby (E) cannot bid for additional work until the completion of the standby.

Part "O"

10.07.13 Record Of Open Work

A record of open Spareboard work will be available at all Depots for Operators' inspection. A copy will be faxed on request to Operators at a Depot.

A record of completed assignments for the day will be made available to the Union.

10.08 GENERAL RULES

10.08.1 Travel Time

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

10.08.2 Paid Straight Through

Two (2) pieces of work will be considered as a single piece of work and will be paid straight through when they are separated by fifteen (15) minutes or less.

10.08.3 No Early Report Operators

Where there are no early report Operators left, the first available Spareboard Operators (within seniority) have the option of taking a longer piece of work, subject to the Depot Office determining essential run coverage.

They may be bumped and should leave a choice for PM work. The above rule is applicable only if an Operator has not been called in to start the work.

10.08.4 Not To Be Bumped

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

10.08.5 Less Than A Full Day

Spareboard Operators who do not have eight (8) hours work for the day must report to the Depot Office in person or by telephone after completing each duty to find out if further work is available.

10.08.6 Commitment To Work

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

10.08.7 Cancellation Of Work

All work is subject to cancellation. Should a piece of work be cancelled and the Operator signed on that work is contacted prior to the report time, no time will be paid.

Should a piece of work be cancelled and the Operator is not contacted prior to report time, then two (2) hours at the Operator's straight time rate will be paid. An Operator whose work has been cancelled may be assigned alternate work finishing on or before 19:30 hours.

10.08.8 Sickness

In case of sickness or serious illness, the Depot Office Supervisor or designate will use his/her own judgment in allocating work. However, when a shift is started by an Operator, he/she may be relieved or bumped off it by a Spareboard Operator after two (2) hours, providing a minimum of two (2) hours is left for the Spareboard Operator to claim.

Part "O"

10.08.9 Work Obtained From Early Standby

Operators who obtain work from an early standby may request, prior to the 09:00 Sign-up to be relieved at the closest relief point to eight (8) hours (five [5] hours and twenty [20] minutes on Sundays and statutory holidays) provided that the leftover piece is a minimum of two (2) hours.

10.08.10 Sleeper Relief

A Sleeper can be relieved (bumped) off any work after completing two (2) hours either by a Spareboard Operator or standby Operator, if available. This applies to indexes only, not "S" work.

10.08.11 Minimum Pay

All work on the Spareboard will pay a minimum of two (2) hours.

10.08.12 Overtime

1) Regular Working Day – Standby on Overtime

When an Operator is working overtime on an AM standby, work will be placed on the sheet as is and the Operator may split the work at the natural break or at a relief point provided it leaves a minimum of two (2) hours.

When an Operator is working overtime on an AM standby and there are Operators reporting at the 09:00 Sign-up that can do work at straight time, the Depot will split the work.

2) Day Off – Standby on Overtime

When the Operator is on an AM standby working overtime, the Depot will split the work at a relief point at the earliest possible time after 09:00 provided it leaves a minimum of two (2) hours.

10.09 WORK SIGNED IN ERROR

10.09.1 Work Signed In Error

Spareboard Operators signed on work which is signed in error must contact the Depot Office for direction, subject to the following:

1) Operators signed on a full index in error or left off a full index in error or signed on a full index placed on the sheet in error will be placed on standby for eight (8) consecutive hours, (ten (10) compressed).

They will take their seniority place amongst other standby Operators. Operators will not work past eight (8) hours (ten (10) compressed).

If the error is discovered the day prior to the work assignment the start time will be the start time of the time they rated. If the error is discovered the day of the assignment the start time will be the report time.

2) Operators signed on less than a full index in error (includes overtime work), or left off less than a full index (includes overtime work), or signed on less than a full index (includes overtime work) that was on the sheet in error will be placed on standby.

Part “O”

If the error was discovered the day prior to the work assignment the start time will be the start and finish time they rated. If the error was discovered the day of the work assignment the start time will be the report time and they will be assigned for the amount of time they rated.

In all cases they will not be forced to work past the scheduled stand by time they were reassigned to.

10.10 DROPPING SENIORITY FOR LEAVES OF ABSENCE (LOA)

10.10.1 Same Day LOA Request

Operators requesting to be off part or all of their work assignments must apply to the Depot Office Supervisor for approval prior to the commencement of the 09:00 Sign-up.

10.10.2 Next Day LOA Request

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

10.10.3 Dropping Seniority

Operators dropping their seniority will only be required to work their choice of blocked AM and/or PM overloads and will be paid for time worked only.

Operators dropping their seniority shall not work overtime or standby. Dropping seniority will go on a first applied for – first granted basis at the discretion of the Depot Office Supervisor or designate.

10.10.4 LOA Restrictions

No LOA will be granted on Christmas Eve Day, Christmas Day, New Year’s Eve Day or New Year’s Day, with the exception of Personal Emergency Leaves.

Personal Emergency Leaves granted must be supported with proof of the emergency. Personal Emergency Leaves granted but not fully substantiated will be classed as an “Unauthorized Leave”.

10.11 ALLOCATION OF OVERTIME

10.11.1 Blocked Work And Overtime

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

- 1) Operators on return to work (R.T.W.). Where possible and practicable, the RTW will be scheduled at the Operator’s Depot.
- 2) Operators dropping seniority at their Depot.
- 3) Operators off on Union business in seniority (AM and/or PM) at their Depot.
- 4) Sleepers at their Depot.
- 5) Spareboard Operator on regular working day at their Depot, if available.
- 6) Operators on an LOA without pay for medical appointments and who have not made their day.

Part "O"

- 7) Signed-up Operator on regular working day; limit two overtime assignments per pay period at their Depot.
- 8) Signed-up Operator on regular working day with two overtime assignments in the pay period at their Depot.
- 9) Operators conducting the Sign-up at their Depot.
- 10) Operators on seminar; transit ambassadors and part-time trainers in seniority at their Depot.
- 11) Operators off full day on Union business at their Depot.
- 12) Spareboard Operator on regular working day at the other Depot.
- 13) Signed up Operator on regular working day; limit two overtime assignments per pay period at the other Depot.
- 14) Signed up Operator on regular working day, with two (2) overtime assignments in the pay period at the other Depot.
- 15) Sleepers from another Depot.
- 16) Any Operator on day off in order of seniority at either Depot.
- 17) Acting Transit Supervisors (before or after shift) when no other Operators available at their Depot.
- 18) Acting Transit Supervisors (before or after shift) when no other Operators are available at the other Depot.

Working day Operators who accept overtime at a Depot other than their own will be paid a thirty (30) minute zone allowance.

An Operator working overtime on his/her day off will be paid a thirty (30) minute zone allowance on his/her second piece of work at a different Depot.

10.11.2 Full Shift To Overtime

When a full shift goes to overtime on a weekend, the Depot Office Supervisor or designate may split the shift pursuant to O 10.11.1.

The Union recognizes that it is ordinarily impractical to split a night run.

10.12 SPAREBOARD COMMITTEE

Two (2) Spareboard representatives shall be appointed by the Union and two (2) Spareboard representatives will be appointed by the Employer.

The Local President or designate and Unifor National Staff Representative may attend where required. Two (2) Unifor representatives shall be paid straight time by the Employer for all the time spent at such meetings, and this shall not be considered time worked.

Meetings shall be held quarterly or as required by the Parties.

Part "O"

ARTICLE 11 - COMPRESSED WORK WEEK RULES

11.00 COMPRESSED WORK WEEK RULES

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

11.01 APPLICATION

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

11.02 REPORTING FOR COURT APPEARANCE

For the purpose of G 6.01.1 and G 6.01.2, Transit Operators will be deemed to have commenced work at 08:00 and will return to work and complete their day as a standby until 18:00. Operators to refer also to O 2.04.

11.03 ANNUAL VACATION

11.03.1 Vacation

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

15 days	Equals	120 hours
20 days	Equals	160 hours
25 days	Equals	200 hours
30 days	Equals	240 hours

11.03.2 Computations

A week of Annual Vacation shall be computed on the basis of four (4) days of ten (10) hours per day.

11.04 STATUTORY HOLIDAYS

11.04.1 Statutory Holiday Pay

An eligible Transit Operator, as defined by G 10.02, shall be paid statutory holiday pay on the basis of eight (8) hours at straight-time rates for each statutory holiday earned.

11.04.2 Short Shift

A Transit Operator who signs a "short shift" on a statutory holiday or who is not required for work on a statutory holiday that falls on what otherwise would have been a work day may request the Depot Office to assign an A.M. overload, payable at straight-time, to assist in offsetting the loss of pay arising from not working a Compressed Work Week index that day.

11.04.3 Banked Statutory Holiday

Transit Operators who elect to bank statutory holidays shall have their time off computed on the basis of four (4) days of ten (10) hours per day per week of banked statutory holidays.

Part "O"

11.05 WAGE PROTECTION PLAN

11.05.1 Daily Earnings

The definition of regular daily earnings given in G 12.01 shall mean ten (10) hours per work day and the eight (8) hour maximum shall not apply to Transit Operators signing up on Compressed Work Week indexes.

11.05.2 Short Term Disability

Notwithstanding G 12.02.1, on each absence covered by the Short Term Disability Plan, an eligible Employee will be paid benefits after the first twenty-four (24) hours of lost time for each absence.

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

A Transit Operator who is on a leave of absence without pay for a period of fifteen (15) or more working days in any calendar month will be required to pay the full cost of the Medical, Dental and Life Insurance plans outlined in G 13.01, G 13.02, G 13.05 of the Collective Agreement.

11.07 WORK WEEK

Approximately forty (40) hours constitutes a normal Work Week. The Work Week shall consist of any four (4) consecutive Work Days with three (3) consecutive days off, and the provisions of O 1.00 and its subordinate clauses do not apply.

11.08 WORK DAYS IN A PAY PERIOD

Ten (10) working days shall mean eighty (80) hours exclusive of overtime and the maximum daily guarantee shall be eight (8) hours.

11.09 LENGTH OF RUNS EXCLUSION

Compressed Work Week indexes shall be excluded from the calculation of the percentage of straights and the percentage of runs cut within nine (9) hours contained in O 2.02.4.

11.10 DEFINITIONS

11.10.1 Regular Rate

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

11.10.2 Time Worked

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

11.11 TRAVEL TIME

Travel time will be considered as time worked for the sole purpose of calculating overtime payment for indexes that exceed ten (10) hours and thirty (30) minutes (10.5 hrs) only.

Part "O"

11.12 MAKE-UP TIME

Make-up will be paid on Compressed Work Week indexes so that they pay a minimum of the (10) hours in accordance with O 3.07.

11.13 OVERTIME

11.13.1 Overtime Paid

Overtime shall be paid for a+ll time worked after the completion of a Compressed Work Week index or ten (10) hours of work, whichever occurs first.

11.13.2 Overtime Rate Paid

Except for call-outs on days off, the overtime rates shall be one hundred and fifty percent (150%) of the regular rate up to and including eleven (11) hours and two hundred percent (200%) thereafter.

11.13.3 Payment For Work On Sundays

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

11.14 SPREADOVER PREMIUM

The Spreadover premium provided in O 3.03.1 shall be paid for time worked from eleven (11) hours and thirty (30) minutes (11.5 hrs) of total elapsed time and Compressed Work Week indexes may be extended to a maximum of thirteen (13) hours of total elapsed time.

11.15 COMPRESSED WORK WEEK INDEXES AND THE SPAREBOARD

11.15.1 Spareboard

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

11.15.2 Spareboard Operator Forced

A Spareboard Operator forced to cover a Compressed Work Week index at the 13:15 Sign-up may request, at the time the Operator is forced, that the Depot Office Supervisor split the index at eight (8) hours. Except where service to the public may be adversely affected, the split will be made at;

- 1) the start of the first half,
- 2) the end of the last half, or at
- 3) the natural break of the index in order to maintain the least spread within the piece of work.

11.15.3 Early Report

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

Part "O"

11.15.4 Open Compressed Shift

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

11.15.5 Application

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

11.16 MAXIMUM NUMBER OF COMPRESSED INDEXES

The number of compressed Work Week indexes available for signing at any Sign-up shall not exceed fourteen percent (14%) of the total number of active Operators signing the sheet.

ARTICLE 12 - BANKED OVERTIME

12.00 BANKED OVERTIME

Transit Operators may bank a maximum of eighty (80) hours of overtime in a payroll year.

- 1) This banked time may be used in single or part day increments according to the following:
 - a) Employees must show their intent to bank either forty (40) or eighty (80) hours overtime at the time of the Annual Vacation Sign-up by signing the overtime banking intent sheet.
 - b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - c) The scheduling of any banked time off shall be subject to staffing requirements as determined by the Employer.
- 2) Any unused portion in a Transit Operator's overtime bank may be paid out at any time at the request of the Transit Operator, subject to the following;
 - a) the request shall be made in writing;
 - b) the written request must be given to the Depot Supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Transit Operator wishes to receive the overtime bank pay-out;
 - c) the overtime bank pay-out will be included in the Transit Operator's paycheque;
- 3) Any unused portion of a Transit Operator's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year to an amount not exceeding:
 - a) eighty (80) hours, if the Transit Operator has elected to bank that amount for the following payroll year; or
 - b) forty (40) hours, if the Transit Operator has elected to bank that amount for the following payroll year and any amount in excess of forty (40) hours remaining will be paid out in the first pay period of the following payroll year.
- 4) The Employer will make available two (2) slots each day (Fridays and statutory holidays not included) for Operators wishing to take a single day of banked overtime. Operators may request

Part "O"

the single day(s) not more than one (1) month in advance, and not less than forty-eight (48) hours in advance.

Choices will be limited to one (1) day per Operator per week. When more than one (1) Operator applies on the same day, seniority will be the determining factor. In all other cases, requests will be granted on a first-come-first-served basis.

Additional Operators may be granted banked overtime-time off where the staffing exists and the above granting of time off from an Operator's overtime bank limitations may be waived.

Part "M"

MAINTENANCE

ARTICLE 1 - HOURS OF WORK

1.01 WORK DAY AND WORK WEEK

Eight (8) hours shall constitute a normal day's work and forty (40) hours shall constitute a normal Work Week of five (5) days' work followed by two (2) days off.

1.02 WORK DAY START & FINISH TIME ADJUSTMENT

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

ARTICLE 2 - HOURS OF WORK - GARAGES

2.01 DAY PERSONS

Between 06:30 and 18:00 a Day person shall work eight (8) hours and shall have an additional one-half (½) hour off as an unpaid lunch period. The total eight (8) hours and thirty (30) minutes (8.5 hrs), including the lunch period, shall be an unbroken period.

2.02 OTHER SHIFTS

Shifts other than as provided by Article M 2.01 shall be for (8) hours and thirty (30) minutes (8.5 hrs) consecutive, including one-half (½) hour off as an unpaid lunch period.

ARTICLE 3 - MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES

3.00 MODIFIED WORK DAY FOR MAINTENANCE EMPLOYEES

The following terms and conditions give effect to a modified Work Day for all Employees in the Maintenance Department except Interior Bus Cleaners.

3.01 DEFINITIONS AND INTERPRETATIONS

- 1) All clauses cited herein refer to those appearing in either Section G or Section M of the Collective Agreement.
- 2) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, M 3.00, the provisions of this Section shall prevail.
- 3) For the purposes of this Section, (8.58 hrs) shall mean eight (8) hours and thirty five (35) minutes.
- 4) Except as provided in this Section, any reference to regular hours means eight (8) hours of work.
- 5) 'M' Day means a scheduled day off with pay at the rate of eight (8) hours at the Employees straight-time rate of pay, taken in conjunction with their regular days off referred to in M 1.01.
- 6) 'M' Day cycle is a period of three consecutive weeks ending with an Employee's M Day.

Part "M"

3.02 AVERAGE WORK DAY

In any 'M' Day cycle, the average work day shall be approximately eight (8) hours and the average Work Week shall be approximately forty (40) hours.

This will be achieved on the basis of eight (8) hours and thirty five (35) minutes (8.58 hrs) of work per day for fourteen (14) days in the 'M' Day cycle.

3.03 SCHEDULED HOURS OF WORK

On any day, an Employee's scheduled hours of work shall be eight (8) hours and thirty five (35) minutes (8.58 hrs) and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between eight (8) hours and eight (8) hours and thirty five (35) minutes (8.58 hrs) on an Employee's scheduled work day shall be banked in his/her 'M' Day bank at straight-time rates.

3.04 SCHEDULED WORK DAY

On a scheduled Work Day, all time worked by Employees between eight (8) hours and eight (8) hours and thirty five (35) minutes (8.58 hrs), to a maximum of thirty five (35) minutes shall be banked in their respective 'M' Day banks.

3.05 'M' DAY ENTITLEMENT

When the Employee's 'M' Day bank has accumulated not less than eight (8) hours, he/she shall be entitled to an M Day.

If an Employee's 'M' Day bank has not accumulated eight (8) hours, top up may occur by transferring time from the following banks: Annual Vacation, banked overtime, banked statutory holidays.

The banks to be used and the order of preference will be selected by the Employee no later than the first pay period of the payroll year or as soon as is practicable thereafter for new Employees.

3.06 NO NEGATIVE BALANCE

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

3.07 TAKEN AS TIME OFF

'M' Days earned must be taken as time off as scheduled in the shift Sign-up.

3.08 'M' DAY BANK MAXIMUM HOURS

An Employee's 'M' Day bank shall not exceed sixteen (16) hours. All time in excess of sixteen (16) hours shall be paid to the Employee at his/her regular straight-time rate in Pay Period 01 of the immediately following payroll year.

3.09 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS

On any day except Sunday, all hours worked in excess of eight (8) hours and thirty five (35) minutes (8.58 hrs) shall be paid at double time (2x). M 12.02 shall not apply.

Part "M"**3.10 PAYMENT FOR WORK ON SUNDAYS**

On Sundays, Employees shall be paid at one and one-half times (1½x) of their basic hourly rate for all hours worked up to eight (8) hours and at double time (2x) their basic hourly rate for all hours worked in excess of eight (8) hours and thirty five (35) minutes (8.58 hrs). M 12.03 shall not apply.

3.11 SHIFT PREMIUMS

On afternoon and night shifts, the appropriate Shift Premium set out in M 14.01 is payable from eight (8) hours to eight (8) hours and thirty five (35) minutes (8.58 hrs).

3.12 TOOL ALLOWANCE

The normal hours of work referred to in M 21.01 for the tool allowance shall mean eight (8) hours and thirty five (35) minutes (8.58 hrs) and the tool allowance payable for time worked between eight (8) and eight (8) hours and thirty five (35) minutes (8.58 hrs) will accrue to the Employee's 'M' Day bank.

3.13 'M' DAY BANK EXCLUSIONS

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

3.14 USE OF EXCESS TIME IN 'M' DAY BANK

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

3.15 ANNUAL VACATION ENTITLEMENTS

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

Length of Service	Vacation Hours	Equivalent 8.58-Hour Days
1 year of service	120 hours	13.98
8 years of service	160 hours	18.65
16 years of service	200 hours	23.31
23 years of service	240 hours	27.97

3.16 ANNUAL VACATION AND M DAYS

Annual Vacation will be taken on the basis of eight (8) hours and thirty five (35) minutes (8.58 hrs) per day with thirty five (35) minutes of each day of vacation placed in the Employee's 'M' Day bank when taken in one (1), two (2), three (3), four (4), five (5) or six (6) week blocks. M Days falling within a holiday block will be taken as scheduled.

Part "M"

3.17 RANDOM DAYS OF ANNUAL VACATION

Random days provided in G 9.02 and those provided in M 6.00 shall be taken on the basis of eight (8) hours and thirty five (35) minutes (8.58 hrs) per day. Any excess time in an Employee's 'M' Day bank may be used for the purpose of earning the next scheduled M Day.

3.18 STATUTORY HOLIDAYS

1) Statutory Holiday Pay

A normal day's time, for the purposes of statutory holiday pay under G 10.02.1 shall mean eight (8) hours.

2) Employees Working Statutory Holidays

An Employee may elect to bank any statutory holidays worked and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer. Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days.

In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the statutory holiday worked and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

3) Statutory Holidays and Annual Vacation

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

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

4) Employees Not Working Statutory Holidays

Employees may elect to bank up to five (5) statutory holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days.

In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the statutory holiday worked and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

5) Blocking

Employees exercising banking rights under M 3.18 2) and 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.

Part "M"

6) Payment

Payment for Employees covered under M 3.18 2), 3) and 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 M 3.18 2), 3) and 4) within the prescribed time limits expressed therein shall forfeit the banked time portion and receive the banked pay portion forthwith.

7) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to M 3.18 2), 3), 4), 5), 6).

3.19 WAGE PROTECTION PLAN ABSENCES

Absences for which Wage Protection Plan benefits are payable will not result in the cancellation of the Employee's next M Day, provided there are sufficient hours available to top up the 'M' Day pursuant to M 3.05. Time accumulated in the Employee's 'M' Day bank during the 'M' Day cycle will not be removed from the bank.

3.20 APPLICATION OF 'M' 6.00

M 6.00 shall be deemed to include days off with pay in lieu of statutory holidays worked as provided in G 10.03.

3.21 OTHER EMPLOYEES WORKING 'M' DAY

Employees who agree, when requested by the Employer, to work their 'M' Day shall be paid the rate of pay set out in M 12.04.

ARTICLE 4 - MODIFIED WORK DAY FOR INTERIOR BUS CLEANERS

4.00 MODIFIED WORK DAY FOR INTERIOR BUS CLEANERS

The following terms and conditions give effect to a modified Work Day for Interior Bus Cleaners who work less than an eight (8) hour day.

4.01 DEFINITIONS AND INTERPRETATIONS

- 1) Where there is a conflict between a provision elsewhere in the Collective Agreement and this Section, M 4.00, the provisions of this Section shall prevail.
- 2) In this Section, six and one half (6.5) hours means six (6) hours and thirty (30) minutes.
- 3) Except as provided in this Section, any reference to regular hours means six (6) hours of work.
- 4) 'M' Day means a scheduled day off with pay at the rate of six (6) hours at the Employees' straight-time rate of pay, taken in conjunction with their regular days off referred to in M 1.01. 'M' Day cycle is a period of three (3) consecutive weeks ending with an Employee's 'M' Day.

Part "M"

4.02 AVERAGE WORK DAY

In any 'M' Day cycle, the average Work Day shall be approximately six (6) hours and the average Work Week shall be approximately thirty (30) hours. This will be achieved on the basis of six hours and thirty minutes (6.5) of work per day for fourteen (14) days in the 'M' Day cycle.

4.03 SCHEDULED HOURS OF WORK

On any day, the Employee's scheduled hours of work shall be six (6) hours and thirty (30) minutes (6.5 hours) and, notwithstanding any provision in the Collective Agreement providing otherwise, all time worked between six (6) hours and thirty (30) minutes (6.5 hours) and six (6) hours on the Employee's scheduled Work Day shall be banked in their 'M' Day bank at straight-time rates.

4.04 SCHEDULE WORK DAY

On a scheduled work day, all time worked by Employees between six (6) hours and thirty (30) minutes (6.5 hours), to a maximum of thirty (30) minutes shall be banked in their 'M' Day bank.

4.05 'M' DAY ENTITLEMENT

When the Employee's 'M' Day bank has accumulated not less than six (6) hours, he/she or she shall be entitled to an M Day.

If an Employee's 'M' Day bank has not accumulated six (6) hours, top up may occur by transferring time from the following banks: Annual Vacation, banked overtime, Banked Statutory Holidays.

The banks to be used and the order of preference will be selected by the Employee no later than the first pay period of the payroll year or as soon as is practicable for new Employees.

4.06 NO NEGATIVE BALANCE

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

4.07 TAKEN AS TIME OFF

'M' Days earned must be taken as time off as scheduled in the shift Sign-up.

4.08 'M' DAY BANK MAXIMUM HOURS

The Employee's 'M' Day banks shall not exceed twelve (12) hours. All time in excess of twelve (12) hours shall be paid to the Employees at their regular straight-time rate in Pay Period 01 of the next payroll year.

4.09 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS

On any day except Sunday, all hours worked in excess of six (6) hours and thirty (30) minutes (6.5 hours) shall be paid at double time (2x). M 12.02 shall not apply.

4.10 PAYMENT FOR WORK ON SUNDAYS

On Sundays, Employees shall be paid at one and one-half times (1½x) of their basic hourly rate for all hours worked up to six (6) hours and at double time (2x) of their basic hourly rate for all hours worked in excess of six (6) hours and thirty (30) minutes (6.5 hours). M 12.03 shall not apply.

Part “M”**4.11 SHIFT PREMIUMS**

On afternoon and night shifts, the appropriate shift premium set out in M 14.01 is payable from six (6) hours and thirty (30) minutes (6.5 hours).

4.12 ‘M’ DAY BANK EXCLUSIONS

Except as provided hereunder, Employees shall not accumulate time in their ‘M’ Day bank for time not worked, including reporting time as provided in G 6.00, statutory holiday pay as provided in G 10.02.1, any leaves of absence provided in G 11.00 and absences for which Wage Protection Plan benefits are payable as provided in G 12.00.

4.13 USE OF EXCESS TIME IN ‘M’ DAY BANK

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

4.14 ANNUAL VACATION ENTITLEMENTS

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

Length of Service	Vacation Hours	Equivalent 6.5-Hour Days
1 year of service	90 hours	13.85
8 years of service	120 hours	18.46
16 years of service	150 hours	23.08
23 years of service	180 hours	27.69

4.15 ANNUAL VACATION AND M DAYS

Annual Vacation will be taken on the basis of six (6) hours and thirty (30) minutes (6.5 hours) per day with thirty (30) minutes of each day of vacation placed in the Employee’s ‘M’ Day bank when taken in one (1), two (2), three (3), four (4), five (5) or six (6) week blocks. ‘M’ Days falling within a holiday block will be taken as scheduled.

4.16 RANDOM DAYS

Random days provided in G 9.02 and those provided in M 6.00 shall be taken on the basis of six (6) hours and thirty (30) minutes (6.5 hours) per day. Any excess time in an Employee’s ‘M’ Day bank may be used for the purpose of earning the next scheduled ‘M’ Day.

4.17 STATUTORY HOLIDAYS1) **Statutory Holiday Pay**

A normal day’s time, for the purposes of statutory holiday pay under G 10.02.1 shall mean six (6) hours.

Part "M"

2) Employees Working Statutory Holidays

An Employee may elect to bank any statutory holidays worked and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days.

In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the statutory holiday worked and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

3) Statutory Holidays and Annual Vacation

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

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days.

In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the statutory holiday worked and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

4) Employees Not Working Statutory Holidays

Employees may elect to bank up to five (5) statutory holidays per year which fall on their regularly scheduled day off and have some future day off with pay in lieu of the statutory holiday subject to staffing requirements as determined by the Employer.

Unless prior Employer approval has been granted, the maximum number of days banked shall not exceed ten (10) days.

In any event the day off in lieu will be scheduled prior to the end of the following calendar year of the date of the statutory holiday worked and wherever possible will be tied to the Employee's regular days off or Annual Vacation.

5) Blocking

Employees exercising banking rights under M 4.17 2) and 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.

6) Payment

Payment for Employees covered under M 4.17 2), 3) and 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 M 4.17 2), 3), and 4) within the prescribed time limits expressed therein shall forfeit the banked time portion and receive the banked pay portion forthwith.

Part “M”

7) Procedures

The Employer retains the exclusive right to develop and employ such procedures necessary to give effect to M 4.17 2), 3), 4), 5), 6).

4.18 WAGE PROTECTION PLAN ABSENCES

Absences for which Wage Protection Plan benefits are payable will not result in the cancellation of the Employee’s next ‘M’ Day, provided there are sufficient hours available to top up the ‘M’ Day pursuant to M 4.05.

Time accumulated in the Employee’s ‘M’ Day bank during the ‘M’ Day cycle will not be removed from the bank.

4.19 APPLICATION OF M 6.00

M 6.00 shall be deemed to include days off with pay in lieu of statutory holidays worked as provided in G 10.03.

4.20 BEREAVEMENT LEAVE

Bereavement Leave for an Employee on a modified work day for Interior Bus Cleaners will be based on a six (6) hour work day, to a maximum of thirty (30) hours under Article G 11.03.1 (1) or eighteen (18) hours under G 11.03.1 (2).

ARTICLE 5 - COMPRESSED WORK SCHEDULE

5.01 WORK DAY AND WORK WEEK

Ten (10) hours shall constitute a normal work day and forty (40) hours shall constitute a normal work week of four (4) days followed by three (3) consecutive days off.

5.02 ANNUAL VACATION

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

Length of Service	Vacation	Equivalent Days
1 year of service	120 hours	12
8 years of service	160 hours	16
16 years of service	200 hours	20
23 years of service	240 hours	24

2) Annual Vacation will be taken on the basis of ten (10) hours per day or portions thereof.

3) Additional days provided in Article G 9.02 shall be accumulated on the basis of eight (8) hours per day.

Part "M"

5.03 WORKSAFE BC

WorkSafe BC advances for Employees on a compressed Work Week will be based on ten (10) hours per day, four (4) days per week, subject to the WorkSafe BC reassessing the Employee's wage loss compensation in accordance with Article G 12.07.3.

5.04 SICK LEAVE

Sick leave for Employees on a compressed Work Week will be based on ten (10) hours, to a maximum of twenty four (24) hours per occurrence, or until the Employee's sick leave balance is exhausted, whichever comes first.

5.05 STATUTORY HOLIDAYS

Statutory holiday pay for Employees on a compressed Work Week will be based on an eight (8) hour work day. However, Employees on a compressed Work Week may request to top up such pay with time available in their own banks, in the following priority order: M time, banked overtime, banked statutory holiday pay, and vacation (first deferred, then current, then banked). Such election to top up must be made at the time of the Sign-up.

5.06 BEREAVEMENT LEAVE

Bereavement leave for an Employee on a compressed work week will be based on a ten (10) hour Work Day, to a maximum of forty (40) hours under Article G 11.03.1 (a) or twenty-four (24) hours under G 11.03.1 (b).

ARTICLE 6 - UNSCHEDULED DAYS OF ANNUAL VACATION

6.01 3 WEEKS VACATION

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

6.02 DAYS TAKEN BY MUTUAL AGREEMENT

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

6.03 RULES APPLIED

The following rules shall apply to unscheduled days of Annual Vacation:

- 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) Employees are required to submit a time sheet prior to taking an Annual Vacation Day.
- 3) Employees shall arrange these Annual Vacation days with their immediate Supervisor, giving forty-eight (48) hours minimum advance notice of their intent.

Part "M"

- 4) The scheduling of an Annual Vacation day shall be subject to staffing requirements as determined by the Employer.

6.04 UNSCHEDULED ANNUAL VACATION DAYS

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

ARTICLE 7 - VACATION DEFERRAL

7.00 VACATION DEFERRAL

Where a Maintenance Employee is unable to take Annual Vacation during the calendar year in which the entitlement occurs (such as in the event of extended sick leave or where vacation starts prior to the end of the calendar year and continues into the new year), upon written request, the vacation entitlement may be temporarily deferred for a maximum of three (3) months.

Any vacation (that has not been banked in accordance with G 9.06) remaining by March 31st of the new year will be paid out.

ARTICLE 8 - REPORTING LATE

8.00 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 fifteen (15), thirty (30) or sixty (60) minutes late and may make up the time at the end of his/her work day at the Employee's discretion.

ARTICLE 9 - NOTICE TO RETURN TO WORK

9.00 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 twenty four (24) hours prior to returning to work.

ARTICLE 10 - ASSIGNMENT OF WORK

10.01 MAINTENANCE GARAGE

10.01.1 Garage Sign-ups

- 1) Annual Garage Sign-Up for All Classifications

An annual Garage Sign-up shall be signed and will go into effect within the first full pay period in January. The shift Sign-up will be divided into three (3) periods permitting the choice of shift and Garage on a classification seniority basis.

The periods shall be January to March, April to September, and October to December.

Part "M"

2) Procedure

Lists of shift, statutory holiday and Annual Vacation Sign-ups will be posted and signed in that order. The shift bid process shall be completed four (4) weeks prior to the start of the annual Sign-up period.

The straight time wages of the Union Representative(s) will be paid by the Employer for the purpose of participating in and operating duty Sign-ups provided they are completed in an expeditious manner.

There will be no overtime incurred as a result of shift schedule changes.

3) Statutory Holidays

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

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

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

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

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

4) Annual Vacation Sign-Up Procedures

a) Employees may exercise their section seniority to bid for Annual Vacation in weekly blocks. Once this weekly block bid is complete, Employees may exercise their section seniority to bid for single days of Annual Vacation. Once the week and single day bid process has been completed, Employees must have signed the minimum number of days of Annual Vacation outlined in M 6.01. Both bids will be completed by February 15 of each calendar year. The Employer will post the approved vacations no later than February 28 of each calendar year.

The Employer shall allow Maintenance Section Employees off pursuant to the following allotment:

Mechanics Day	2 people off per shift in each Depot
Mechanics Afternoon	1 person off per shift in each Depot
Body Persons VTC	2 people off
Body Persons LTC	1 person off
Tire Persons	1 person off
Utility Persons	1 person off in each Depot
Service Persons	2 people off in each Depot
Interior Bus Cleaner	1 person off in each Depot
Electronics Technician	1 person off
Mechanic Welder	1 person off
Mechanic Machinist	1 person off

Part “M”

Apprentices	1 person off in each Depot
Facilities Technician	1 person off
Janitor	1 person off

The Employer will allow a one (1) day overlap within a seven (7) day period per classification where two (2) Employees wish to vacation during the same vacation blocks.

- (b) After the previous process is completed, requests for Annual Vacation during a Sign-up period will be granted on a first-come-first-served basis as per M6.00.

The Employer may allow more people off at one time, but it is at the sole discretion of the Employer subject to operational requirements.

(5) **Committee**

The suggestions of the Maintenance Consultative Committee as set out in M 25.00 as to the construction of shift Sign-ups shall be adopted as far as possible. The Employer reserves the final decision as to whether a Union suggestion is adopted or rejected.

The Employer will provide information on all changes to the Sign-up sheets to the Maintenance Consultative Committee and the Maintenance Sign-up Representative (elected/appointed by the Union).

10.01.2 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.

Where an Employee starts after the Sign-up has commenced, the Employee will be assigned to a similar shift to the most junior Employee in the respective classification for the duration of the Sign-up. If this is not practical for operational reasons, a smaller Sign-up will be held.

New Employees on temporary assignments to another Garage start and finish their shifts at their temporary location.

10.01.3 Assignment of Other Employees

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

10.01.4 Return to Work

Employees who have been absent and removed from the Sign-up will advise their Supervisor as soon as possible that they have been cleared to return to work. This may include medical verification if applicable. Where the return occurs after the Sign-up has commenced, these Employees may select to work on any shift that has been signed by an Employee with less classification seniority.

These returning Employees will remain there for the duration of the Sign-up. If this is not practical for operational reasons, a smaller Sign-up will be held for the returning Employee and all those with less seniority in that classification.

Part "M"

ARTICLE 11 - ASSIGNMENT OF OVERTIME WORK - SHOPS AND GARAGES

11.01 OVERTIME OFFERED

Overtime work in the Maintenance Department will be offered to Employees pursuant to the following:

- 1) Overtime will be offered only to Employees who have informed the Employer of their intent to perform overtime pursuant to the following procedures:
 - a) All overtime will be offered on a rotational basis starting annually with the most senior Employee.
 - b) Employees shall be able to continue accepting overtime until they have performed twenty (20) hours of overtime.
 - c) The exception to this rule would be those hours above the twenty (20) hour cap that the person takes to complete a piece of work.
 - d) Once an Employee has performed twenty (20) hours of overtime, overtime will then be offered to the next senior Employee until the list of Employees wishing to perform overtime has been exhausted.
 - e) Overtime will then again be offered to the senior Employee using the same rotation order and twenty (20) hour limit.
 - f) Notice of emergency call outs will be given as early as possible.
 - g) This provision also applies to "X" Employees.
 - h) This provision shall apply to new Employees who have indicated a desire to work overtime.

11.02 INCIDENTAL OVERTIME

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

Where a night shift Employee books off, and the Employee's work would normally be covered by an 'X' Employee but is not covered by an 'X' Employee due to a lack of available 'X' Employees, and a return to work date of the booked off Employee is not available, this work shall be deemed to be incidental overtime and shall not be posted.

11.03 SCHEDULED OVERTIME

Scheduled overtime is work that presents itself more than twenty-four (24) hours prior to the time that the work must be done.

Scheduled overtime shall be posted and may be claimed by Maintenance staff, in rotation order, that have indicated their intent to accept overtime as set out above.

There will be no travel time incurred as a result of working overtime at another facility.

Part "M"

11.04 NOTICE TO WORK OVERTIME

11.04.1 Overtime Notice

All available overtime shall be posted for viewing in the area where time slips are filled out or another designated location mutually agreed to by the Employer and Union.

A current list of Employees, who have made the Employer aware of their intent to accept overtime, as outlined above, will be posted.

A current overtime distribution list updated weekly or when a new piece of overtime arises, will be posted.

11.04.2 Payment

When Maintenance Employees make themselves available for overtime pursuant to the terms and conditions of this Agreement and are mistakenly not assigned overtime, or are assigned a shorter piece of overtime than they rate, those Employees shall report for the overtime and the Employer shall find work for all Employees involved in the overtime transaction.

11.05 TWENTY (20) HOUR LIMIT

All overtime worked is used to calculate the twenty (20) hour limit. This provision also applies to 'X' Employees.

However, after an 'X' Employee reaches their twenty (20) hour limit, they still must perform overtime with respect to shift relief.

11.06 SHIFT TRADING RULES

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

11.07 NIGHT SHIFT MECHANIC WORKING STATUTORY HOLIDAY

When a statutory holiday is a Monday, the Night Shift Mechanic shall be given the option of working or not working the Sunday Night Shift, subject to the availability of relief coverage either by 'X' relief or overtime.

ARTICLE 12 - METHOD OF PAYMENT

12.00 METHOD OF PAYMENT

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

12.01 PAYMENT FOR OVERTIME WORK

Overtime will be computed on a twenty-four (24) hour day commencing from the starting time of an Employee's regular signed-up shift.

There shall be no compounding of premiums, however, it is understood that the shift premiums shall be paid in addition to overtime rates although the premium shall remain the same (i.e. straight pay instead of double time on the premium itself). This provision shall also apply to 'X' Employees.

Part "M"**12.02 PAYMENT FOR OVERTIME WORK - EXCEPT SUNDAYS**

All hours worked in excess of the regular scheduled hours of work shall be paid at double time (2x).

12.03 PAYMENT FOR WORK ON SUNDAYS - GARAGES

Employees shall be paid at one and one-half times (1½x) their basic hourly rate for all regularly scheduled hours worked on Sundays and at double time (2x) their basic hourly rate for all hours worked in excess of their regularly scheduled hours worked on Sundays.

12.04 PAYMENT FOR CALLOUT ON A DAY OFF

If Employees are called out on their scheduled day off they shall be paid a minimum of four (4) hours as follows:

Time Worked Per Day	Rate of Pay (Times regular rate)
Up to nine (9) hours	2x
From nine (9) hours to ten (10) hours and thirty (30) minutes (10.5 hrs)	2¼x
After ten (10) hours and thirty (30) minutes (10.5 hrs)	3x

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.

12.05 PAYMENT OF A CALLOUT

Where Employees are called out outside of their regularly scheduled shift, the Employees will be compensated for work performed at the rate of double time (2x) 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 (8) hour rest period, the Employees must return to work and complete the scheduled shift in order to qualify for payment, at their normal straight-time rate for the remainder of this shift.

12.06 PAY FOR TRAINING

All training will be paid at straight time rates. The Employer will endeavour to provide training to Employees during their regular signed shift.

If training cannot be conducted during an Employee's regular signed shift, upon mutual agreement, the Employee's shift will be temporarily altered to attend the training session. The Employee shall suffer no loss of pay including applicable premiums as a result of the shift alteration. Afternoon shift Employees scheduled to attend day time training the following day, shall be entitled to an 8 hour rest period and will suffer no loss of pay.

In the event the shift alteration requires backfilling which would attract overtime, the Employee will have the first right of refusal to work the vacated shift. The decision to backfill these positions will be determined by the Employer.

Part "M"

In any case where an Employee works more than forty (40) hours in a work week, that Employee shall be paid all applicable overtime premiums.

12.07 PAY FOR TIME CHANGES

When the time changes from Pacific Standard Time to Pacific Daylight Saving Time, or vice versa, Employees affected by this change shall be paid for all time worked. The Employer shall ensure the Employees receive their scheduled hours of work as defined in M 3.03, M 4.03, or M 5.01.

Any modification to shift starts or finishes to achieve this shall be at the discretion of the Supervisor upon notification to affected Employees.

12.08 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.

12.09 MEALS

12.09.1 Meals - Overtime Worked Following a Normal Shift

If Employees are required to work more than four (4) hours of overtime immediately following their normal working shift they will be paid one-half (½) hour in lieu of a meal at the prevailing overtime rate. For each additional four (4) hours worked such an Employee will receive an additional payment of one-half (½) hour in lieu of a meal at the prevailing overtime rate.

12.09.2 Meals - On Callouts

If Employees are called out for more than four (4) hours they will be paid one-half (½) hour in lieu of a meal at the prevailing overtime rate.

For each additional four hours worked such Employees will receive an additional payment of one-half (½) hour in lieu of a meal at the prevailing overtime rate.

12.09.3 Meals - Overtime Within 24 Hours of Normal Start Time

For each four (4) hours overtime worked within twenty-four (24) hours of the start time of an Employee's normal working shift, the Employee will, at the Employee's choice, receive an additional payment of one-half (½) hour in lieu of a meal at the prevailing overtime rate or one-half (½) hour paid meal break.

12.09.4 Meals - Missed on a Normal Shift

If Employees are required to work through the meal break which is normally provided during their shift then they will be provided with either an alternative one-half (½) hour meal break or payment in lieu of a meal break equal to one-half (½) hour at two hundred percent (200%) of their regular straight-time rate.

Part "M"

ARTICLE 13 - TRAVEL

13.01 TRAVEL BY GARAGE DEPARTMENT EMPLOYEES

Employees temporarily transferred from their home Garage to any other Employer Bus Garage shall be paid travel time at straight time rates.

A temporary transfer is one (1) day or less.

If mutually agreed by the Employer and Employee, the Employee may waive such travel time and work the signed up hours at the Garage that is most convenient.

ARTICLE 14 - PREMIUMS

14.01 SHIFT PREMIUM – SHOPS AND GARAGES

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

Afternoon Shift: \$1.45 per hour
(Any hours between 16:30 and 24:00)

Night Shift: \$1.75 per hour
(Any hours between 24:00 and 06:30)

14.02 OTHER

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

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

ARTICLE 15 - TRANSFER, PROMOTION AND LAYOFF

15.01 SHIFT VACANCIES BETWEEN SIGN-UPS

15.01.1 Vacancies Posted

All vacancies will be posted at all Garages and will be open to applicants from those Garages.

15.01.2 Interested Employees

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.

15.01.3 Successful Applicant

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.

Part "M"

15.01.4 No Successful Applicant

Where there is no successful applicant, the shift will be temporarily assigned to "X" Employee as provided by M 24.07 until the vacancy is otherwise filled.

15.01.5 Vacancy To Be Filled

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

15.02 FAILURE TO QUALIFY AFTER PROMOTION - MAINTENANCE GARAGES

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

All time spent in the advanced position will be included in their seniority.

ARTICLE 16 - CHARGE HANDS

16.01 GENERAL RESPONSIBILITY OF CHARGE HANDS

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

16.01.1 Direction Of Employees

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

16.01.2 Work Of A Specialized Nature

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

16.01.3 Observation Of Directions

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

16.01.4 Report To Union

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

16.01.5 Duties Of Classification

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

16.02 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.

16.03 DUTY OF OTHER EMPLOYEES

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

Part "M"

16.04 SELECTION OF CHARGE HANDS

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

16.05 CHARGE HANDS WAGE RATES

16.05.1 Charge Hand Premium

Charge Hands selected through the process outlined in M 16.04 shall be paid a wage rate of two dollars (\$2.00) per hour in addition to their straight time wage rates.

16.05.2 Acting Charge Hands Premium

Acting Charge Hands appointed on a shift-by-shift basis shall be paid a wage rate of one dollar (\$1.00) per hour in addition to their straight time wage rates.

16.05.3 Selection

Relief Charge Hands selected through the process outlined in M 16.04 shall be paid a wage rate of two dollars (\$2.00) per hour in addition to their straight time wage rates, for those hours they are assigned to relieve for the regular Charge Hand.

ARTICLE 17 - ESTIMATION OF ACCIDENT DAMAGE

17.00 ESTIMATION OF ACCIDENT DAMAGE

Qualified Body Persons shall be paid ninety cents (\$0.90) per hour over the Body Person's regular rate while engaged in estimating accident damage on transit vehicles.

ARTICLE 18 - TRAINING PROGRAMS

18.00 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.

18.01 APPRENTICE TRAINING PROGRAM AND COMMITTEE

18.01.1 Apprentice Training Program

1) Purpose

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

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

This program will enable journeymen to efficiently transfer their knowledge and skill to apprentices.

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

2) Definitions

"Employer" shall mean BC Transit, and the term "Union" shall mean the duly authorized representatives of Unifor and its Local 333.

"Registration Agencies" shall mean the appropriate provincial and federal bodies responsible for apprenticeships.

"Apprenticeship Agreement" shall mean a written agreement between the Employer and the person employed as an Apprentice, and his/her parent or guardian if he/she is a minor, which shall be reviewed by the Apprenticeship Committee and registered with the Registration Agencies.

"Apprentice" shall mean a person engaged in learning his/her trade under the guidance of a journeyperson. The use of the term "Apprenticeship" indicates enrollment in a provincially certified program.

"Committee" shall mean the Apprenticeship Committee established under the standards of the Apprenticeship Program.

"Supervisor" shall mean the Maintenance Supervisor of the shop to which the apprentice is assigned in accordance with the rotational experience as set out in the Standards of Apprenticeship.

"Standards of Apprenticeship" shall mean the contents of this document, including these definitions, and the contents of the Apprenticeship Program Manual as developed by the Apprenticeship Committee and amended by such Committee from time to time.

"Shop" shall mean Garage location or technical training institution.

18.01.2 Apprentice Training Committee

There will be an Apprentice Training Committee, consisting of two (2) Union representatives from Maintenance and two (2) Employer representatives.

The Chair shall be shared jointly. The Employer will pay for the Union representatives to attend meetings not less than two (2) times per year. The Committee will be responsible for the general administration of the apprentice training program.

The Committee shall meet as required to:

- 1) compile, maintain, and update an Apprenticeship Program Manual detailing rotational training and experience, supervision, Employer and Apprentice operational and financial commitments, and record-keeping requirements;
- 2) ensure that each newly hired Apprentice is informed of the responsibilities he/she is about to accept as well as the training, experience, and supervision he/she will receive;

Part "M"

- 3) discuss and determine the withholding of an Apprentice's scheduled wage increase in the event of delayed or delinquent progress;
- 4) offer constructive suggestions for the improvement of training on the job;
- 5) verify an Apprentice's satisfactory completion of the apprenticeship program and recommend to the Registration Agencies that the appropriate certificate(s) be issued to the individual;
- 6) ensure the successful operation of the Apprenticeship Program under these Standards.

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

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

18.01.3 Applications

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

18.02 SETTLEMENT OF DIFFERENCES

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

18.03 DUTIES AND TRAINING OF APPRENTICES

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

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

The Apprentice will sign the Apprenticeship Agreement prior to entering the program. This agreement will be appended to the current Employer Apprenticeship Guide.

Apprentices, upon successful completion of their apprenticeship, will be assigned work as outlined in M 10.01.4.

Wages while attending school and reimbursements will be paid as outlined in the current Employer Apprenticeship Guide or as amended by mutual agreement of the Parties.

The apprentice agrees to apply for Employment Insurance benefits while attending school. The Employer agrees to top-up the apprentice's wages to the applicable rate. The Apprentice will receive continuity of income and benefits and suffer no loss of pay.

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Where the Employer gives credit for previous apprenticeship experience, the Apprentice shall be placed on the wage scale at the rate commensurate with the credit recognized.

18.04 PLACEMENT ON COMPLETION OF TRAINING

Upon successful completion of the Apprenticeship Program, the Apprentice will be given credit for seniority in their skilled trades classification, back to the date he/she commenced his/her apprenticeship.

Using this seniority, he/she will dovetail within the applicable Skilled Trades classification seniority list. If no vacancy exists, Employees in the affected trade classification shall be laid off as per G 8.03.

18.05 FAILURE

Failure of Apprentices to achieve satisfactory progress in the shop or in the school may cause their training to be terminated. They will then revert to their previous classification.

Their seniority will include all time spent as an Apprentice as well as the seniority they held in their previous classification.

18.06 INDUSTRY TRAINING AUTHORITY

Apprenticeships shall be governed by the Employer and by the Industry Training Authority (ITA).

ARTICLE 19 - FIRST AID

19.00 FIRST AID

The Employer shall appoint competent first aid persons to cover first aid work at each location in accordance with WorkSafe BC regulations.

All Employees who have been trained by the Employer in first aid and who are currently certified shall be paid the applicable OFA First Aid premium for all hours worked, regardless of whether or not they are serving as the designated first aid person on any shift. The Employer may also deem Employees with previous first aid training to be eligible for this premium.

Requalification or recertification for first aid will be offered in seniority order in the required locations and/or shifts to ensure that the minimum levels are maintained at all times.

ARTICLE 20 - CLOTHING

20.01 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).

20.02 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.

Part "M"

20.03 WINTER CLOTHING

For all Maintenance Employees, the Employer shall provide:

- 1) one (1) winter jacket or one rain coat and
- 2) one (1) vest

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

Replacement thereafter shall be based on proof of need by an Employee to their Supervisor.

ARTICLE 21 - TOOLS

21.01 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.

Employees eligible for the tool allowance will be required to provide their own hand tools, except for special tools, which are supplied by the Employer.

The Employer and the Union will undertake periodic joint inspection of tool kits.

The tool allowance of forty cents (\$0.40) per hour will be included in the wage rate of all Employees as noted above.

21.02 TOOL INSURANCE

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

To qualify for insurance reimbursement, the Employee must have provided documentation to the Employer showing the tools kept on the premises.

The maximum reimbursement will be fifty-five thousand dollars (\$55,000.00) and any reimbursement is subject to the deductible amount of five hundred dollars (\$500.00).

21.03 CERTIFIED VEHICLE INSPECTION PROGRAM

The Employer will reimburse the twenty dollars (\$20.00) for two (2) years renewal cost of the Vehicle Inspection Program Card for those Employees required to be Authorized Inspectors certified under the Commercial Vehicle Inspection Program.

ARTICLE 22 - JOB CLASSIFICATIONS – GARAGES

22.01 SKILLED TRADES CLASSIFICATIONS

Skilled Trades for the purpose of this agreement shall be the following classifications:

- Mechanic
- Mechanic/Machinist
- Body Person
- Mechanic/Welder

Part "M"

- Electronic Technician
- Facilities Technician
- Tire Person

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

Definition of Skilled Trades

- 1) The term Journeyperson as used in this article shall mean any person:
 - a) Who presently holds a Journeyperson classification in a Skilled Trades classification listed above; or
 - b) Has completed a bona fide apprenticeship of four years, eight thousand (8000) hours and holds a Certificate of Apprenticeship which substantiates such claim; or
 - c) Has acquired eight (8) years of trade practical experience in the Skilled Trade in which he/she claims Journeyperson status and can prove the same, and who holds a Certificate of Qualification.
- 2) Entry in to the Skilled Trades shall be limited to persons:
 - a) Who qualify as Journeyperson under the provisions set forth in the immediately preceding paragraphs, or
 - b) Who qualify for Journeyperson status through the Apprenticeship Program negotiated between the Parties, or
 - c) Who provide documents as of date of hire proving their claim to Journeyperson status to both the Company and the Union Skilled Trades Representative.

22.01.2 Serviceperson

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:

- 1) assisting in the carrying out of inspections, repairs and overhauls to equipment;
- 2) assist Journeypersons to carry out minor repairs and adjustments to equipment;
- 3) obtaining of parts, tools and supplies;
- 4) acting as helpers to Tradespersons and Journeypersons in any classification.

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

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

Part "M"

22.01.3 Utility Person

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

- 1) Assisting in the carrying out of inspections (i.e. responsible for draining and refilling all oils, filter replacement and lubricating all necessary parts as per the bus inspection sheet)
- 2) Assisting Tradespersons to carry out minor repairs and adjustments to equipment
- 3) Obtaining of parts, tools and supplies
- 4) Acting as helpers to Tradespersons in any classification
- 5) Maintaining supplies of all bulk fluids (i.e. all oils and antifreeze)
- 6) Replacing Tire Person when necessary
- 7) General Garage housekeeping in the absence of the Janitor
- 8) Perform change-offs and other duties assigned by the Shift Supervisor
- 9) Maintains records of vehicle mileage, inventory and dispersal of lubricants, antifreeze and other products as required.

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

22.01.4 Tire Person

Tire Persons replace tires on all BC Transit vehicles; repairs flats and balances wheels on all BC Transit vehicles; replaces worn and unusable tires on rims with new or replacement tires and torques wheels and re-torques as per BC Transit and CVSE guidelines.

22.01.5 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.

22.01.6 Bus Dispatcher

The Employer will pay a premium of one dollar (\$1.00) per hour over the Serviceperson's rate for time spent dispatching buses, with a minimum payment of two (2) hours.

22.01.7 Interior Bus Cleaner

Hours of Work: Four (4) to eight (8) hours per day.

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

22.02 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.

Part "M"

22.03 REST PERIODS

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

ARTICLE 23 - JOB CLASSIFICATIONS, TRANSPORTATION, BLDG MAINTENANCE

23.01 JOB CLASSIFICATIONS

Trade Classifications, Facilities Technician, and Janitor.

23.01.1 Janitor Hours of Work

The Janitor will work from 06:00 to 14:35, with a one-half (½) hour unpaid lunch, or such other hours as are mutually agreed.

23.02 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.

ARTICLE 24 - 'X' EMPLOYEE WORK PRACTICES

24.01 GENERAL

24.01.1 Shift Requirements

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

24.01.2 Contact Information

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

24.01.3 Employer Discretion

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

24.01.4 Not To Be Called

'X' Employees will not be called in for relief purposes the two (2) days immediately preceding and following their scheduled time off of five (5) days, or multiples of five (5) days, unless the 'X' Employees have indicated they will be available to work.

24.01.5 Statutory Holiday

An 'X' Employee may sign for work on a statutory holiday performing work assigned to the 'X' Employee's job classification.

24.01.6 Eighth Day

Despite M 24.07, an 'X' Employee may be permitted to work eight (8) consecutive days.

Part "M"

24.01.7 Sixth And Seventh Consecutive Days

Relief work performed by 'X' Employees on their sixth or seventh consecutive day, and the fifth day for those on a compressed schedule, will be paid at the rate of double time (2x) at their straight-time hourly rate and the provisions of M 12.04 shall not apply in any seven (7) day period.

24.01.8 Calculations

For the purpose of calculating the sixth (6) or seventh (7) consecutive working day, and the fifth (5th) day for those on a compressed schedule, an M Day, an unscheduled day of Annual Vacation, a day of banked statutory holidays or a leave of absence with pay will be considered as a day worked.

24.01.9 8 Hours Between Shifts

Where 'X' Employees are relieving outside of their regularly scheduled shift, they shall not be required to continue into their next scheduled shift until eight (8) hours have elapsed from the time the relief work finished.

The 'X' Employees shall suffer no loss of pay, calculated at normal straight-time rate, for that portion of their next scheduled shift not worked because of the eight (8) hour rest period.

Upon expiry of the eight (8) hour rest period, the 'X' Employees must return to work and complete the scheduled shift in order to qualify for payment, at their applicable rate for the remainder of the shift.

24.02 RELIEF WORK OF MORE THAN SEVEN DAYS

24.02.1 Employee Absence

Where an 'X' Employee covers another Employee's absence which exceeds one (1) calendar week, the 'X' Employee shall assume the days off, hours of work and all other work signed or assigned to the absent Employee including statutory holiday work.

24.02.2 Other Employee's Work

An 'X' Employee selecting an absent Employee's work by seniority must complete the work, subject to M 24.02.5.

24.02.3 Additional Cost

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

24.02.4 Maximum Time

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

The 'X' Employees will be rotated after six (6) weeks.

24.02.5 More Than 1 'X' Employee

Where there is more than one (1) 'X' Employee available, an 'X' Employee may cover another Employee's absence for a maximum period of six (6) weeks after which another 'X' Employee will cover the absence for the same maximum period.

Part "M"

24.02.6 Junior 'X' Employee

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

24.03 RELIEF WORK OF SEVEN DAYS OR LESS

24.03.1 Less Than A Full Shift

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

24.03.2 Vacant Shift

Where there are 'X' Employees available, the Employer will make a reasonable effort to cover all vacant full shifts by an 'X' Employee. A reasonable effort shall be one (1) telephone call per day.

24.03.3 Exceptions

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

24.04 'X' EMPLOYEE WORKING SCHEDULED M DAY

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

24.05 'X' RELIEF EMPLOYEES

When an Employee signed into an 'X' relief shift with an 'M' Day schedule is assigned to relieve another Employee on a compressed schedule, the 'X' relief will normally work only eight (8) hours and thirty-five (35) minutes (8.58 hrs), and any additional hours required on the shift will be paid at overtime rates.

The Maintenance Supervisor will advise the X-relief Employee of the assigned hours for each relief assignment.

24.06 DAYS OFF – 'X' EMPLOYEES

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

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

Work performed by 'X' Employees on their sixth (6th) or seventh (7th) consecutive working day and the fifth (5th) day for those on a compressed schedule will be paid for at double time (2x) of the Employee's straight time rate.

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

Part "M"

24.07 OPERATIONS CHANGES – GARAGES

When changes take place in the operation of Maintenance Garages which necessitate changes in personnel, adjustments may be made by moving 'X' Employees within a location or from any location. If further changes are required a new Sign-up may be held.

ARTICLE 25 - MAINTENANCE CONSULTATIVE COMMITTEE

25.00 MAINTENANCE CONSULTATIVE COMMITTEE

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

The Committee shall consist of two Employer appointees and two (2) Union appointees. Union appointees will be paid at straight time rates for time spent in such Committee meetings. Either Party may bring additional representatives to provide input to the issues under discussion, however, the Employer will not be responsible for the wages of additional Union Representatives.

Minutes of each meeting will be posted in places accessible to Maintenance Employees. The Committee will meet monthly except as mutually agreed otherwise.

Meeting minutes shall be approved by the Parties prior to them being posted. Agenda items shall be submitted to each Party not less than one (1) week prior to the date of the next meeting.

ARTICLE 26 - BANKED OVERTIME

26.00 BANKED OVERTIME

Maintenance Employees may bank a maximum of eighty (80) hours of overtime, Sunday and Stat premium pay in a payroll year.

- 1) This banked time may be used in single day or week block increments after the completion of the Annual Vacation Sign-up according to the following:
 - a) Employees must show their intent to bank either forty (40) or eighty (80) hours overtime prior to the first pay period of the year.
 - b) Overtime shall be banked commencing in the first pay period of the pay year, then in subsequent pay periods until the maximum elected accumulation has been reached, after which all overtime beyond the elected accumulation will be paid.
 - c) The scheduling of banked overtime, up to a maximum of eighty (80) hours in a calendar year shall be subject to staffing requirements as determined by the Employer.
 - d) Following the completion of the Annual Vacation Sign-up, Employees may request banked overtime for open slots as outlined in M 10.01.1 (4).
 - e) Random days of banked overtime not scheduled as outlined above may be requested up to forty-eight (48) hours but no more than ninety (90) days prior to the date of leave. The Employer will endeavour to respond seven (7) days prior to the date of request when applicable.

Part "M"

- f) Time off requests will not be accepted unless the Employee has the time in their bank at time of submission.
- 2) Any unused portion in a Maintenance Employee's overtime bank may be paid out at any time at the request of the Employee, subject to the following;
- a) The request shall be made in writing;
 - b) The written request must be given to the Supervisor not less than seven (7) calendar days prior to the commencement of the pay period in which the Employee wishes to receive the overtime bank pay-out;
 - c) The overtime bank pay-out will be included in the Employee's paycheque;
- 3) Any unused portion of an Employee's overtime bank remaining at the end of the payroll year shall be carried over to the following payroll year to an amount not exceeding:
- a) Eighty (80) hours, if the Employee has elected to bank that amount for the following payroll year; or
 - b) Forty (40) hours, if the Employee has elected to bank that amount for the following payroll year and any amount in excess of forty (40) hours remaining will be paid out in the first pay period of the following payroll year.

WAGE SCHEDULE**Wage Grid For Transit and Community Shuttle Operators Effective Until March 31, 2016**

Effective Dates		1-Apr-2014	1-Apr-2015	1-Feb-2016	1-April-2016
Transit Operator			1%	0.45%	see below
1	First 18 Weeks	\$19.04	\$19.23	\$19.32	
2	Weeks 19-52	\$20.94	\$21.15	\$21.25	
3	Year 2	\$24.48	\$24.72	\$24.83	
4	Thereafter	\$27.20	\$27.47	\$27.59	
Community Transit Operator			1%	0.45%	.50%
1	Weeks 1-5	\$16.63	\$16.80	\$16.88	\$16.96
2	Next 8 months	\$17.69	\$17.87	\$17.95	\$18.04
3	Thereafter	\$21.55	\$21.77	\$21.87	\$21.98

Note: CTOs transition to TO Scale below on April 4, 2016.

Wage Grid For Operators Effective April 1, 2016

Effective Dates		1-Apr-2016	1-Sep-2016	1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Step	Transit Operator		+\$0.40 Top Step Only	1% +ESD	0.50%	1% +ESD	0.50%	1% +ESD
0	Training (Weeks 1-9)	\$17.17	\$17.17	\$17.34	\$17.43	\$17.60	\$17.69	\$17.87
1	First Year (Weeks 10-61)	\$19.42	\$19.42	\$19.61	\$19.71	\$19.91	\$20.01	\$20.21
2	Second Year (Weeks 62-113)	\$21.15	\$21.15	\$21.36	\$21.47	\$21.68	\$21.79	\$22.01
3	Third Year (Weeks 114-165)	\$23.06	\$23.06	\$23.29	\$23.41	\$23.64	\$23.76	\$24.00
4	Fourth Year (Weeks 166-217)	\$24.95	\$24.95	\$25.20	\$25.33	\$25.58	\$25.71	\$25.97
5	Thereafter (Weeks 218+)	\$28.34	\$28.74	\$29.03	\$29.18	\$29.47	\$29.62	\$29.92

SKILLED TRADES WAGE GRID**Skilled Trades Wage Grid – With Tool Allowance**

Employees engaged in categories (including Improvers/Apprentices training in those categories) marked with an asterisk (*) are eligible for a tool allowance as provided in Article M 9.00. A premium of forty six cents (\$0.46) per hour will be paid to Building Maintenance Employees when engaged in spray painting.

Trade Classifications Including Tool Allowance:

*Mechanic, *Bodyperson, *Facilities Technician, *Electronic Technician, *Mechanic/Welder, *Mechanic/Machinist

Skilled Trades Wage Grid – Without Tool Allowance**Trades Classifications Excluding Tool Allowance**

Tire Person, Welder

Effective Dates	1-Apr-2014	1-Apr-2015	14-Sep-2015 (TMA)	1-Feb-2016 (ESD)	1-Apr-2016
Trades		1% + \$1 TMA	\$1 TMA	0.45%	0.5%
Incl. Tool Allowance - plus TMA	\$32.69	\$34.03	\$35.03	\$35.19	\$35.37
Excl. Tool Allowance - plus TMA	\$32.23	\$33.56	\$34.56	\$34.72	\$34.89
Excl. Tool Allowance - Tireman	\$32.23	-	-		

Effective Dates	1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Trades	1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
Incl. Tool Allowance - plus TMA	\$35.72	\$35.90	\$36.26	\$36.44	\$36.80
Excl. Tool Allowance - plus TMA	\$35.24	\$35.42	\$35.77	\$35.95	\$36.31
Excl. Tool Allowance - Tireman	\$32.23				

APPRENTICE WAGE PERCENTAGES 2014-2016

Effective Dates		1-Apr-2014	1-Apr-2015	14-Sep-2015 (TMA)	1-Feb-2016 (ESD)	1-Apr-2016
Apprentice (4 years)			1%	-	0.45%	0.5%
74%	1st 6 months	\$24.19	\$24.43	-	\$24.54	\$24.66
74%	2nd 6 months	\$24.19	\$24.43	-	\$24.54	\$24.66
75%	3rd 6 months	\$24.52	\$24.77	-	\$24.88	\$25.00
76%	4th 6 months	\$24.85	\$25.10	-	\$25.21	\$25.34
78%	5th 6 months	\$25.50	\$25.76	-	\$25.88	\$26.01
80%	6th 6 months	\$26.16	\$26.42	-	\$26.54	\$26.67
85%	7th 6 months	\$27.79	\$28.07	-	\$28.20	\$28.34
90%	8th 6 months	\$29.42	\$29.71	-	\$29.84	\$29.99
Apprentice (3 years)			1%	-	0.45%	0.5%
74%	1st 6 months	\$23.86	\$24.10	-	\$24.21	\$24.33
75%	2nd 6 months	\$24.18	\$24.42	-	\$24.53	\$24.65
76%	3rd 6 months	\$24.49	\$24.73	-	\$24.84	\$24.96
78%	4th 6 months	\$25.14	\$25.39	-	\$25.50	\$25.63
83%	5th 6 months	\$26.75	\$27.02	-	\$27.14	\$27.28
90%	6th 6 months	\$29.01	\$29.30	-	\$29.43	\$29.58
Apprentice (2 years)			1%	-	0.45%	0.5%
74%	1st 6 months	\$23.86	\$24.10	-	\$24.21	\$24.33
76%	2nd 6 months	\$24.49	\$24.73	-	\$24.84	\$24.96
79%	3rd 6 months	\$25.46	\$25.71	-	\$25.83	\$25.96
90%	4th 6 months	\$29.01	\$29.30	-	\$29.43	\$29.58

APPRENTICE WAGE PERCENTAGES 2017-2019

Effective Dates		1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Apprentice (4 years)		1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
74%	1st 6 months	\$24.91	\$25.03	\$25.28	\$25.41	\$25.66
74%	2nd 6 months	\$24.91	\$25.03	\$25.28	\$25.41	\$25.66
75%	3rd 6 months	\$25.25	\$25.38	\$25.63	\$25.76	\$26.02
76%	4th 6 months	\$25.59	\$25.72	\$25.98	\$26.11	\$26.37
78%	5th 6 months	\$26.27	\$26.40	\$26.66	\$26.79	\$27.06
80%	6th 6 months	\$26.94	\$27.07	\$27.34	\$27.48	\$27.75
85%	7th 6 months	\$28.62	\$28.76	\$29.05	\$29.20	\$29.49
90%	8th 6 months	\$30.29	\$30.44	\$30.74	\$30.89	\$31.20
Apprentice (3 years)		1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
74%	1st 6 months	\$24.57	\$24.69	\$24.94	\$25.06	\$25.31
75%	2nd 6 months	\$24.90	\$25.02	\$25.27	\$25.40	\$25.65
76%	3rd 6 months	\$25.21	\$25.34	\$25.59	\$25.72	\$25.98
78%	4th 6 months	\$25.89	\$26.02	\$26.28	\$26.41	\$26.67
83%	5th 6 months	\$27.55	\$27.69	\$27.97	\$28.11	\$28.39
90%	6th 6 months	\$29.88	\$30.03	\$30.33	\$30.48	\$30.78
Apprentice (2 years)		1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
74%	1st 6 months	\$24.57	\$24.69	\$24.94	\$25.06	\$25.31
76%	2nd 6 months	\$25.21	\$25.34	\$25.59	\$25.72	\$25.98
79%	3rd 6 months	\$26.22	\$26.35	\$26.61	\$26.74	\$27.01
90%	4th 6 months	\$29.88	\$30.03	\$30.33	\$30.48	\$30.78

UTILITY PERSON

Effective Dates	1-Apr-2014	1-Apr-2015	14-Sep-2015 (TMA)	1-Feb-2016 (ESD)	1-Apr-2016
Utility Person		1%	-	0.45%	0.5%
	\$26.02	\$26.28	-	\$26.40	\$26.53

Effective Dates	1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Utility Person	1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
	\$26.80	\$26.93	\$27.20	\$27.34	\$27.61

INTERIOR BUS CLEANERS

Effective Dates	1-Apr-2014	1-Apr-2015	14-Sep-2015 (TMA)	1-Feb-2016 (ESD)	1-Apr-2016
Interior Bus Cleaner & Janitor		1%	-	0.45%	0.5%
1st 3 months	\$16.48	\$16.64	-	\$16.71	\$16.79
2nd 3 months	\$17.66	\$17.84	-	\$17.92	\$18.01
Next 6 months	\$18.83	\$19.02	-	\$19.11	\$19.21
Next 6 months	\$20.02	\$20.22	-	\$20.31	\$20.41
Thereafter	\$23.54	\$23.78	-	\$23.89	\$24.01

Effective Dates	1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Interior Bus Cleaner & Janitor	1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
1st 3 months	\$16.96	\$17.04	\$17.21	\$17.30	\$17.47
2nd 3 months	\$18.19	\$18.28	\$18.46	\$18.55	\$18.74
Next 6 months	\$19.40	\$19.50	\$19.70	\$19.80	\$20.00
Next 6 months	\$20.61	\$20.71	\$20.92	\$21.02	\$21.23
Thereafter	\$24.25	\$24.37	\$24.61	\$24.73	\$24.98

SERVICE PERSON

Effective Dates	1-Apr-2014	1-Apr-2015	14-Sep-2015 (TMA)	1-Feb-2016 (ESD)	1-Apr-2016
Service Person		1%	-	0.45%	0.5%
1st 3 months	\$17.62	\$17.80	-	\$17.88	\$17.97
2nd 3 months	\$18.88	\$19.07	-	\$19.16	\$19.26
Next 6 months	\$20.14	\$20.34	-	\$20.43	\$20.53
Next 6 months	\$21.40	\$21.61	-	\$21.71	\$21.82
Thereafter	\$25.18	\$25.43	-	\$25.54	\$25.67

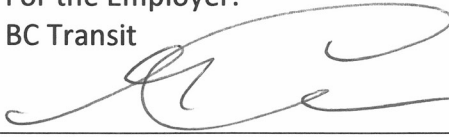
Effective Dates	1-Feb-2017	1-Apr-2017	1-Feb-2018	1-Apr-2018	1-Feb-2019
Service Person	1% +ESD	0.5%	1% +ESD	0.5%	1% +ESD
1st 3 months	\$18.15	\$18.24	\$18.42	\$18.51	\$18.70
2nd 3 months	\$19.45	\$19.55	\$19.75	\$19.85	\$20.05
Next 6 months	\$20.74	\$20.84	\$21.05	\$21.16	\$21.37
Next 6 months	\$22.04	\$22.15	\$22.37	\$22.48	\$22.70
Thereafter	\$25.93	\$26.06	\$26.32	\$26.45	\$26.71

SIGNATURE PAGE

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:

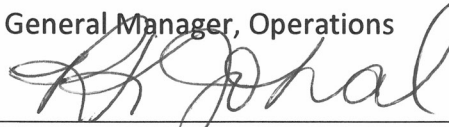
BC Transit



Greg Conner
Executive Director, Human Resources
& Corporate Secretary



Dave Guthrie
General Manager, Operations



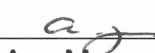
Randie Johal
Service Delivery Manager



Josh Pettigrew
Manager, Maintenance



Jackie Connelly
HR Business Consultant



Ann Myers
Senior HR Consultant

For the Union:

Unifor Local 333-BC



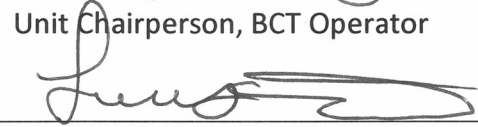
Ben Williams
President Local 333-BC




Tim Robins
Vice President Local 333-BC



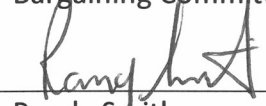
Mike Galego
Unit Chairperson, BCT Operator



Larry Duberry
Unit Chairperson, BCT Maintenance



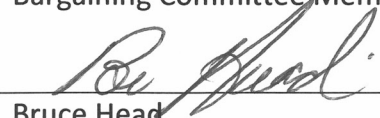
Tana MacKay
Bargaining Committee Member



Randy Smith
Bargaining Committee Member



Cher Beattie
Bargaining Committee Member



Bruce Head
Skilled Trades Representative



Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #1

Between:

BC Transit

And:

Unifor Local 333-BC

RE: REHABILITATION COMMITTEE

- (a) BC Transit and Unifor Local 333-BC shall maintain a Joint Rehabilitation Committee to promote the early and safe return to work for Employees who are off work due to illness and/or injury and to recommend related procedures.
- (b) This Committee will develop a process for reviewing rehabilitation and placement options that may be available on an individual basis.
- (c) The Rehabilitation Committee will be composed of two (2) members appointed by Unifor Local 333 and two (2) members appointed by BC Transit. A rehabilitation consultant from an insurance carrier or WCB may be invited to participate as a resource to the Committee.
- (d) It is recognized that other bargaining units may also appoint members in accordance with their Collective Agreements.
- (e) It is understood that all Committee representatives have a duty to maintain the confidentiality of personal and/or medical information pertaining to individual Employees.

Such personal or medical information of which they become aware through the Committee shall not be shared with their principals, nor shall it be used for discipline, grievances, or raised as evidence in any arbitration or other third party hearing.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
Human Resources & Corporate Secretary

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President Local 333-BC

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Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #2

Between:

BC Transit

And:

Unifor Local 333-BC

RE: TRANSIT OPERATOR PERFORMING COMMUNITY LIAISON WORK

In consideration of the benefits to both BC Transit and its Employees of promoting public transit, the Parties agree that the following practices will apply to Transit Operators who perform community liaison work, such as school presentations, appearances with buses in parades and fairs, staffing mall displays, displaying buses to other transit companies or interested groups, and participating in movie shoots.

It is recognized that this work may be assigned to Transit Operators who have demonstrated the interest, skills and aptitude for this type of work, but that such work may also be assigned to Employees in other bargaining units and exempt staff, with the exception of revenue service.

- 1) Transit Operators will be given the opportunity to apply to join a pool of community liaison representatives who may be assigned to perform this type of work. It will not necessarily be assigned to the Spareboard.
- 2) When performing this type of work, these representatives may be booked off their regular work in a manner similar to joint Committee members who are performing work of mutual benefit.
Upon completion of the assignment, they may be assigned to complete their regular piece of work or to the Spareboard for the balance of the day in order to make most productive use of their time, but may also be given the rest of the day off if there is no need for their services.
In no case will they receive less than eight (8) hours, or pay for their regular index, whichever is greater.
- 3) In order to meet the needs of the program and minimize overtime for such work, days off may be rescheduled by mutual agreement between BC Transit and the participating Transit Operator.
- 4) Where Transit Operators are required to perform work involving advanced skills such as public speaking, or perform work in which they are required to operate a bus as well as interact with the public in a display-like setting, they will be paid a premium of five percent (5%) of their hourly rate.

This will not apply to simpler assignments such as staffing mall type displays or assisting with the "Santa Bus".

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
Human Resources & Corporate Secretary

Ben Williams
President Local 333-BC

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Tim Robins
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Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #3

Between:

BC Transit

And:

Unifor Local 333-BC

RE: SPAREBOARD INTERPRETATION MANUAL

The Employer and the Union agree to strike a Committee to finalize the development of a Spareboard Interpretation Manual.

Purpose: To provide a plain language interpretation of the Spareboard rules. Once ratified by the Parties, the Manual will be with prejudice and permissible as evidence in an arbitration arising from a grievance regarding the Spareboard rules.

Process: Should the Parties fail to agree upon one or more rule interpretations, the Manual will remain silent and the Parties will defer to the Collective Agreement language with the exception that all items that were agreed to in collective bargaining to go into the Spareboard Interpretation Manual shall be deemed to be part of the Interpretation manual to take effect upon ratification and shall be included in the final Spareboard Interpretation Manual.

Membership: The Committee shall be composed of two (2) members, one (1) representative selected by the Employer and one (1) representative selected by the Union.

Meetings: The Committee shall meet as needed and the Union representative will be paid at straight time, unless by mutual agreement. Discussion of the Committee shall be without prejudice and not permissible as evidence in an arbitration.

Term: Any changes that are beyond the items agreed to in collective bargaining will be presented to the Parties for ratification within ninety (90) days following ratification of the Collective Agreement, or a longer period by mutual agreement.

Once the Spareboard Interpretation Manual has been ratified by both Parties, changes will only be made by mutual agreement.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
Human Resources & Corporate Secretary

Ben Williams
President Local 333-BC

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General Manager, Operations

Tim Robins
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Bargaining Committee Member

Cher Beattie
Bargaining Committee Member

Bruce Head
Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #4

Between:

BC Transit

And:

Unifor Local 333-BC

RE: JOB SECURITY

During the term of this Agreement, the Employer agrees that there will be no layoffs of any Employees covered under the Maintenance Section of the Collective Agreement.

The Employer agrees to proactively recruit Employees to the position of Mechanic to attain the approved number of forty-two (42) Mechanic positions by November 1st, 2015.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
Human Resources & Corporate Secretary

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Bargaining Committee Member

Bruce Head
Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #5

Between:

BC Transit

And:

Unifor Local 333-BC

RE: OVERHAUL AND REFIT

The ability and knowledge to perform overhauls and refits in-house supports the Victoria Regional Transit System's (VRTS) maintenance function. As the fleet grows and technology changes, it is important that BC Transit maintains a high level of expertise. BC Transit remains committed to provide necessary training and tooling to support overhaul and refits that can be done in a cost effective and efficient manner.

BC Transit is committed to the following:

- Review the three year VRTS overhaul and refit work plan with the Maintenance Consultative Committee (MCC) prior to the posting of the annual shift Sign-up.
- Create a separate Overhaul/Refit Shop Sign-up and dedicate the appropriate number of mechanical staff (with a minimum of three (3) positions up to a maximum of five [5]) and Garage resources to support the annual work plan as delivered to the MCC. Apprentices will be additional resources that will work in this area when it aligns with their training schedule.
- Of the dedicated number of mechanical staff, one will be a dedicated working Charge Hand for the refit and overhaul areas.
- Time off for Overhaul/Refit Shop staff will not be supplemented by drawing staff from the Service shop. In the event of a long term absence, a joint review will take place and will be assessed on a case by case basis.
- No work will be performed on statutory holidays in the Overhaul/Refit shop. Mechanical staff who sign into the Overhaul/Refit shop will be permitted to exercise their classification seniority to sign for statutory holidays and overtime in the Service shop during the Sign-up period. In turn, they will also be deemed as eligible for working statutory holidays for the purposes of filling vacant spaces that may exist after the statutory holiday Sign-up process has been completed.
- Only incidental overtime to support the work plan will be permitted in the Overhaul/Refit Shop and must be approved by the Supervisor. Incidental overtime will be limited to work that must be completed so as not to delay commencing the next scheduled work on the annual plan.
- At the end of each month, the Maintenance Supervisor will meet and prepare a progress report to ensure work is being completed in accordance with the annual work plan. The report will include a remediation plan which may include contracting out of some work in order to ensure the monthly and annual plan is achieved.
- Provided the Overhaul/Refit shop does not fall behind on the annual plans, the remediation plan will not include contracting out.

The ongoing developments will be discussed with the Overhaul/Refit Shop staff monthly. In addition, BC Transit will meet quarterly with the MCC to review the annual work plan which will include a cost analysis report of completed work to ensure we are operating cost effectively and efficiently.

BC Transit's Maintenance Division's core business is to provide operations with a safe, reliable and available fleet. This means the majority of the resources are focused on operational requirements.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

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Cher Beattie
Bargaining Committee Member

Bruce Head
Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #6

Between:

BC Transit

And:

Unifor Local 333-BC

RE: SUBSTANCE ABUSE ASSISTANCE

The Employer and the Union are committed to providing a work environment that promotes the general health and well-being of BC Transit Employees. Safety of BC Transit'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, BC Transit and Unifor agree to establish a Committee to further discuss the following:

- Presentation by the Employee Assistance Program
- Presentation by a recognized addictionologist
- BC Transit's current policy
- Confidentiality
- TBQ process/Monitoring agreements
- Peer referral
- Roles of various participants (OHN, EFAP, treating physicians, monitoring physicians, Union)

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; BC Transit will pay for the cost of the recommended treatment program.
- That, upon completion of the program and successful return to work, the Employee will sign a reasonable Repayment Agreement authorizing BC Transit to recover fifty percent (50%) of the debt on an interest free basis by payroll deduction.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
Human Resources & Corporate Secretary

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Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #7

Between:

BC Transit

And:

Unifor Local 333-BC

RE: UNIFORMS

The Employer commits to making changes to the current Operator uniform and will establish a Uniform Committee as follows:

Purpose: To review Operator uniforms and make recommendations on changes to BC Transit. This will include all aspects of the uniform, attire, accessories and any item used by an Operator in the course of his/her duties.

Membership: The Uniform Committee shall be composed of six (6) members, with three (3) representatives selected by the Employer and three (3) representatives selected by the Union.

Meetings: The Committee shall meet quarterly or more often as required with no loss of pay.

Mandate of the Committee

- To review current Operator uniforms for comfort, safety, professional appearance and durability
- To consult Operators for improvements to comfort, visibility and professional appearance
- To recommend uniform changes to BC Transit.
- To review repair and alterations policies and make recommendations to BC Transit, and;
- Will comply with provincial government procurement policies.

All of the considerations and factors above shall be taken into account when recommendations are made to BC Transit.

It is understood that the Uniform Committee will make its first report with recommendations to BC Transit on changing the current Operator Uniforms by December 31, 2012.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

Greg Conner Executive Director,
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Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #8

Between:

BC Transit

And:

Unifor Local 333-BC

RE: TRAINING COMMITTEE

The Employer and the Union agree to establish a Joint Maintenance Training Committee comprised of two Employer appointees and two Union appointees. The Union appointees will be paid at straight time for time spent at Training Committee meetings. Either Party may bring additional representatives to provide input into the issues under discussion; however the Employer will not be responsible for the wages of additional Union representatives.

The Committee will review and discuss the annual training requirements of BC Transit Maintenance and will have opportunities to discuss new technology that may be introduced into the Victoria Regional Transit System.

The Committee will develop a process that identifies the training needs of Maintenance staff and BC Transit which includes a plan for administering training in the most cost effective and fair manner while respecting seniority. The Committee will create an annual Maintenance training plan, including internal and external training.

Effective April 1, 2013, the Employer will commit to providing two thousand (2,000) hours per year, paid at straight time, of equipment specific training to Maintenance Employees.

The Committee will review the effectiveness of the annual plan at the end of each year.

The Employer will endeavour to make the training plan available to all Maintenance staff in order that they can sign shifts to take advantage of training opportunities.

The Employer will provide a training officer to support the work of the Committee.

The Employer and the Union agree to use the term of this letter of understanding to collaborate and establish a strong training foundation for Employees to meet the standards and expectations for maintaining BC Transit's assets.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

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Bruce Head
Skilled Trades Representative

Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #9

Between:

BC Transit

And:

Unifor Local 333-BC

RE: CUSTOMER SERVICE REPORTS (CSRS)

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

- 1) CSRs will be placed in an Operator's mail slot at his/her Depot of origin.
- 2) A Transit Supervisor will notify an Operator by radio that they have mail.
- 3) Operators are to pick up and respond within three (3) business days of receiving notification that they have mail and that it was a CSR.
- 4) The Operator is to add his/her response to the CSR and return it in the envelope provided to the Operator Drop Box at LTC or VTC dispatch windows.; or
- 5) By email at csr@bctransit.com, (start reply with CSR# for reference); or
- 6) By making an appointment with a Service Delivery Manager.
- 7) An Employee who is called in pursuant to the foregoing may have a Union representative present during that meeting and such request shall not be denied, unless the meeting may lead to discipline, in which case the Union representation shall be mandatory in accordance with Article G 7.00.

This procedure is not intended to limit the Employer's ability to contact and interact with Employees while at work.

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

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Unifor National Representative

LETTER OF UNDERSTANDING #10

Between:

BC Transit

And:

Unifor Local 333-BC

RE: TEMPORARY MARKET ADJUSTMENTS

The Parties recognize that recruitment and retention challenges may exist for the Skilled Trades over the life of the Collective Agreement. The intention of this memorandum is to provide an expeditious means of addressing these recruitment and retention challenges.

- 1) The positions identified are the Skilled Trades Classifications as follows shall be entitled to the TMA:
 - Mechanic
 - Body Person
 - Facilities Technician
 - Electronic Technician
 - Mechanic/Welder
 - Mechanic/Machinist
 - Tire Person
 - The TMA is pensionable
- 2) Except in cases of temporary appointments, all Skilled Trades Employees in receipt of a TMA will continue to receive the TMA should it be discontinued so long as they remain in the position and the principle duties of the position remain unchanged.
- 3) The TMA will not be terminated within the duration of this Collective Agreement.
- 4) The TMA shall take effect on the following dates and will be applied before the general wage increase as agreed in the Collective Agreement:

April 1, 2015:	\$1.00
Upon ratification:	\$1.00

Agreed to this 3rd day of September, 2015 in the City of Victoria in the Province of British Columbia.

For the Employer:
BC Transit

For the Union:
Unifor Local 333-BC

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Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #11

Between:

BC Transit

And:

Unifor Local 333-BC

RE: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

“Collective Agreement year” means each twelve (12) month period commencing on the first day of the renewed Collective Agreement. For example, the Collective Agreement year for a Collective Agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the Collective Agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the Collective Agreement on the first pay day after the commencement of the eleventh (11th) month in a Collective Agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between Employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then Employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each Collective Agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to Employers' associations, Employers and Unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to Employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For Collective Agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to Employers' associations, Employers and Unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to Employers to implement the Economic Growth Dividend;
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following Collective Agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

9. Allowable Method of Payment of the Economic Stability Dividend Employers must apply the Economic Stability Dividend as a percentage increase only on Collective Agreements wage rates and for no other purpose or form.

Economic Stability Mandate General Wage Increase (Fiscal Envelope)

Year	February 1	April 1
2015		1.0%
2016	ESD*	0.5%
2017	1.0%+ESD*	0.5%
2018	1.0%+ESD*	0.5%
2019	1.0%+ ESD*	

*ESD = Economic Stability Dividend is described in detail in the Letter of Agreement of the same title.

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Stu Shields
Unifor National Representative

LETTER OF UNDERSTANDING #12

Between:

BC Transit

And:

Unifor Local 333-BC

RE: OPERATOR SHIFT TRADES

1.00 Objective

To ensure there is flexibility for Operators to trade shifts in a manner that is fair, equitable and meets legal requirements.

A Shift-trade is defined as an authorized exchange of work between two (2) Operators.

A Shift-trade may be a whole day's work or part day's work. One shift-trade may not exceed one (1) whole day (i.e. a trade of two (2) days equals two (2) shift trades and so on).

1.01 Operation Of Shift Trades

- a) Operators may trade their shifts only through the use of the Shift-Trade Form.
- b) Operators may relinquish their shift (shift relinquishment) where one Transit Operator voluntarily works for another. There must be no expectation or requirement that work be exchanged.
- c) Operators may trade as many shifts or part-shifts, provided the shift-trade is returned within a Sign-up period or thirty (30) calendar days, whichever is greater. Both Employees are required to sign an approved Shift-Trade Form and the Employee agreeing to work the shift-trade then becomes responsible for the work.
- d) Operators may make up to twenty (20) shift relinquishments per calendar year (pro-rated for new Employees), provided an approved Shift-Trade Form is submitted for each shift-trade.
- e) More than fifteen (15) relinquishments in a calendar month will require the Employee's benefits to be paid by the Employee pursuant to Article G 13.07.
- f) Employees agreeing to work these shift-trades are responsible for the work and may work as many of these trades as they want as long as their hours do not exceed the National Safety Code Rules.
- g) Where a full day's work is traded but split and worked by two other Operators, it requires a separate Shift-Trade Form covering each piece of work, and it will be counted as two (2) trades.
- h) In extenuating circumstances, permission may be granted to exceed the limit of twenty (20) shift-trades per calendar year that are not returned.
- i) Requests for shift-trades that exceed this twenty (20) shift-trade maximum must be submitted in writing to the Manager and will not be implemented without signed approval.

- j) All shift-trades will be processed through payroll. The Operator who works the shift will be the Operator who is paid for the shift. The Operator who works will be paid their normal rate of pay but will not be entitled to any overtime or other premiums that would not be paid to the Operator who signed the shift.
- k) Signed-up Operators may trade their regular work index only.
- l) Spareboard Operators may trade their work assignment(s) that represent their day's work.
- m) Employees are not permitted to work shift-trades while they are on banked statutory holidays, Annual Vacation or any Leave of Absence.
- n) Shift-Trade Forms must be completed, signed by both Operators and submitted to the Depot Office by noon the day prior to the trade. The Supervisor or designate is responsible for ensuring that there is no violation of National Safety Code regulations and that the trade complies with Spareboard rules if they are relevant. Trades that violate the National Safety Code Regulations will not be permitted.
- o) Operators who sign and agree to the trade on the Shift-Trade Form saying that they will do the work are responsible for the work and they will be held accountable for the work. Operators who call in sick and cannot work the shift trade/relinquishment will also be unable to receive a sick pay benefit for the missed shift trade/relinquishment.
- p) Any changes to Operator Shift-Trade Forms after they are submitted nullifies the shift-trades, requiring new Operator Shift-Trade Forms to be submitted.
- q) Shift-trades involving probationary Employees must be approved by the Operations Manager responsible for the probationary Employee in advance of the trade request form being submitted.
- r) Three-way shift-trades are not permitted except in extenuating circumstances.
- s) Shift-Trades for cash are strictly prohibited. Any allegations of trading shifts for cash, brokering or otherwise compensating Employees as an incentive for a shift trade will be investigated and may result in disciplinary action up to and including dismissal.
- t) In any case where either piece of a two (2) piece shift is traded and the trading Operator calls in sick for his/her shift, the piece that is traded shall be covered by the Operator to whom that piece was traded to as per the accepted trade agreement.
- u) Operators will be in violation of this Policy where:
 - work trades that interfere with other BC Transit work commitments and/or
 - which contribute to a breach of *National Safety Code* regulations; or
 - trade their BC Transit work to engage in other employment in accordance with Article G 7.01 of the Collective Agreement; or
 - accept or provide any form of monetary payment for buying, selling or brokering work.

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LETTER OF UNDERSTANDING #13

Between:

BC Transit

And:

Unifor Local 333-BC

RE: HARASSMENT POLICY

Over the course of collective bargaining, the Parties dealt with the Union proposal with respect to the addition of a harassment policy, to be inserted into the Collective Agreement. The Parties agree that it would be beneficial to have such an Article, however, given the short time to achieve an appropriate document, the Parties have agreed to this LOU that allows for the establishment of a Committee to author a new harassment policy that will apply to all BC Transit Unifor Employees.

Further, the document that the Parties ultimately agree to shall be implemented after the new policy is agreed upon, with a view to including it in the next Collective Agreement.

The Committee shall meet within thirty (30) days of ratification of this Collective Agreement with a goal of completing a new policy not later than the end of 2015.

The Committee shall be comprised of two (2) Unifor members and Employer representatives in order to complete the policy. Union Committee members shall be chosen by the Union and shall attend Committee meetings without loss of pay. Such time spent in meetings shall be paid at straight time rate.

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LETTER OF UNDERSTANDING #14

Between:

BC Transit

And:

Unifor Local 333-BC

RE: COMMUNITY OPERATOR SECTION OF THE COLLECTIVE AGREEMENT

The Parties to the Collective Agreement agree that with the deletion of the Community Shuttle Section of the Collective Agreement beginning with the Spring Running Sheet commencing April 4th, 2016; that section of the Collective Agreement ceases to exist. Therefore, the Parties have agreed to delete the Community Shuttle Section of the Collective Agreement from the printed booklet.

However, the Parties agree that until the commencement of the Spring Running Sheet, all Community Shuttle Operators shall be guided by the current Community Shuttle Section of the Collective Agreement and separate copies of that Section of the agreement shall be available to those driving as Community Shuttle Operators.

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