The By-Law Policies Of



Revised: January 28, 2016

CONTENTS

Adoption	Page 4
Annual Vacation Signup	Page 13
Apprentice Overtime	Page 5
Apprentice Committee	Page 5
Apprentice Seniority	Page 19
Arbitration	Page 8
Autobody & MVA Repair Estimator Seniority	Page 19
Balloting for National Rep	Page 7
Bargaining pay for part time officers	Page 8
Brake Drum Lathe	Page 7
By-Law Policy	Page 4
CAW Local 2200 Council of Property Representatives	Page 18
CAW Privacy Policy	Page 11
Cellular Phones	Page 10
Code of Ethics	Page 8
Coordinators	Page 19
Change to Unit Rules	Page 9
Distribution of O/T	Page 7
Designation of Vacation and Short-Term (VST) and Long-Term Cover Employees in Stores	
Equipment Maintenance Mechanic Seniority	Page 8
ET / Lab Technicians	Page 9
Farebox Maintenance Mechanic Seniority	Page 19
Fitness & Lifestyle	Page 6
General Membership Meetings	Page 13
General Worker	Page 5
Job Postings	Page 6
Job Share Policy	Page 17
Joint Health & Safety	Page 6
Labor Studies	Page 5
Legal Assistance	Page 4

Modified Work Week	Page 6
Modified Work Week at OTC	Page 7
Modified Work Week All	Page 7
Per Diems	Page 9
Political Advisory Committee	Page 13
Political Education Fund	Page 13
Pre-Apprentice Seniority	Page 15
Processing of Grievances to Arbitration	Page 14
Reliabuilt Components	Page 14
Retirement Party Tickets	Page 15
Sheet Committee	Page 5
Shop Steward Rewards	Page 6
Skilled Trades Council	Page 8
Special Work Team Rules	Page 10
Temporary Promotions	Page 8
Tire-man Agreement	Page 5
Tradesmen Applying For Apprenticeship	Page 7
Travelling	Page 9
Voting for Property Representatives & Chief Stewards	Page 19
Wheelchair Onacity Positions	Page 15

By-Law Policy 28/5/1993

Whereas:

The procedure for documenting policies adopted by the local, are In need revision and:

And Whereas:

No policy or motion should be held in perpetuity, if it is not in the best interest of progressive evolution and revisitation periods should be established. (i.e. Sunrise clause)

Be It Resolved:

That all pertinent 'Policy Motions' (past, present, and future) will be documented in a separate booklet (CAW Local 2200 Policy Booklet) and have a Sunrise clause to allow for revisitation two (2) years from the date of implementation (if necessary), and

Be It Further Resolved:

That the CAW Local 2200 Membership shall have the right to adopt such policies as it deems fit, for any group of workers, so long as the policies are consistent with the National Constitution and the Local By-Laws, and

Be It Further Resolved:

That such policies that presently exist in the By-Laws, be removed and documented in the 'Policy Booklet' (e.g. 14.05 Apprentice Committee election procedure and guidelines) and a copy of the booklet be made available to any member upon request.

Adoption of ICTU 2 Policy book by CAW 2200: 29/3/2000

That CAW Local 2200 continue work under the policies and procedures of the previous Union.

Legal Assistance:

19/10/1988

CAW Local 2200 will not provide legal assistance for any member who is charged with a civil, criminal or motor vehicle offence that is not job ©related. In the event of an offence that is job related the Exec. Board will consider, without prejudice, the circumstances and merits of each case to determine if legal assistance will be provided and will forward their recommendations to the membership for final determination.

In the event of offences as described under Article "G" 5.02 of the collective agreement, the member must make application to the Company, under this clause for reimbursement or in the event that a member is awarded costs by the Courts, the member shall forward immediately to CAW Local 2200any monies that have been advanced by the Union to the member for Legal Costs.

Labour Studies:

20/9/1989

To pay course fees, materials and paid time off if required (Re. Labor Study Programs).

Sheet Committee:

22/8/1990

Sheet Committee be a five (5) person committee. Extra costs to be paid by the Union.

29/9/1993

The sign-up committee will consist of one Rep from OTC, one Rep from BTC O/H, and two from the General Membership.

Tire Man Agreement:

22/8/1990

The Tire man agreement between the Union and Company be accepted.

Apprentice Committee:

22/8/1990

The Apprentice Committee be four (4) members elected under the following procedures and guidelines:

- (a) One position on the Committee shall be an Improver or Apprentice.
- (b) One position on the Committee shall be a Journeyman Mechanic.
- (c) The Committee shall select one member to be Chairperson.
- (d) The Apprentices shall elect their own Representative. This position will be declared open Annually. The Committee Chairperson will conduct nomination and election of the Apprentice's Representative. In order that the outgoing Representative can run for a position, the longest serving member on the Committee will have their position declared vacant. This member will be entitled to run for the vacant position and if reelected, he will become the shortest serving member. Nominations and election to Committee will take Place at a General Meeting except for the Apprentice's Representative. The CAW Local 2200 member to the Trade Advisory Board shall be an Improver/Apprentice Committee member.

General Worker:

29/11/1990

Upon the date of entry into the General Worker Program, members shall accrue seniority in the Serviceman Classification.

Apprentice O/T:

24/1/1991

All Apprentices can work Overtime.

Fitness & Lifestyle:

28/3/1991

To endorse Fitness & Lifestyle Program.

15/12/1993

That there be an annual Christmas Party funded by general revenue.

30/10/1996

That CAW Local 2200 approve the support of a back care program and the repair and replacement of mini gym equipment.

28/2/2001

That Local 2200 set up and maintain a leisure committee.

28/2/2001

That the contribution to the Leisure Fund By Local 2200 be 20 cents per member per month.

Job Postings:

5/4/1991

Job posting procedures be implemented subject to conditions in letter dated May 1, 1991.

Modified Work Week:

25/4/1991

The letter of Agreement (Ref. Modified Work Week) be accepted on a trial basis.

Joint Health & Safety:

26/2/1992

That the Joint Health and Safety Representative attend safety functions as a Union Rep.

30/1/2002

That all safety reps are to insure that buses which are to run in a shop will have a vent on the exhaust pipe.

Shop Steward Rewards:

26/2/1992

That shop steward's or union members be rewarded with a satisfactory per diem plus a union jacket as discussed and sanctioned by the Exec. Board.

Balloting for National Rep.:

26/2/1992

Balloting for the National Rep. be held at properties. Property Rep's. to judge and scrutinize ballot's.

Distribution of O/T:

25/3/1992

That property reps. along with the assistance of shop steward's at each garage be responsible for the equitable distribution of Overtime.

26/1/2006

To direct the Property Reps to ensure that all overtime is allocated in a fair and equitable manner, as far as practicable, as per the CAW Local 2200 Bylaws and collective agreement. Further, that all overtime hours worked be made available to the affected members, on request, on an ongoing basis, in a transparent and open a process as possible.

Tradesman apply for Apprenticeship:

28/4/1992

That applications from tradesmen for an apprenticeship in any other trade be examined on an individual basis and will be ratified by the Exec. Board.

Brake Drum Lathe:

27/5/1992

The Exec. Board recommends all properties to use the brake drum lathe grinder, with the new water modification.

Modified Work Week at OTC:

2/12/1992

That a trial Modified Work Week be instituted into OTC service department, along with a dual sign-up.

Modified Work Week All Properties:

2/12/1992

That CAW Local 2200 members support the change to a Modified Work Week.

Code of Ethics:

28/5/1993

In keeping with the harmony and best interests of the Local, candidates in an election are required to abide by the following **Code of Ethics**.

Campaign literature should primarily contain a Candidate's resume and the platform on why they feel they would be the best person to serve in such office. Criticisms or endorsements of other candidates should be discouraged. Statements on Union policies should be accurate and where possible verified for fact by the Union office. Where property balloting take place, candidates should not solicit support or distribute election material on the Day of the poll. Union telephone or mailing lists should not be used for Soliciting support. Candidates should approve and accept responsibility for any campaign literature distributed on their behalf.

Equipment Maintenance Mechanic Seniority:

27/10/1993

That equipment maintenance mechanics retain their seniority in the classification of truck and transport mechanic category.

Temporary Promotions:

31/1/1996

The local continue to oppose temporary promotions to exempt status management positions.

Arbitration:

28/5/1997

The Executive board has the power to proceed to arbitration if needed until the next General Membership meeting.

Skilled Trades Council:

31/5/2000

That the Skilled Trades workers of Local 2200 be members of the CAW Skilled Trades Council.

Bargaining pay for part time officers:

31/1/2001

For this set of bargaining, or until the By-laws are changed, part time officers shall be paid time lost only for regular work days and their rate of pay for time worked on days off to a maximum of 71/2 hours and will receive a full day per diem for each bargaining session with the company.

Change to Unit Rules:

29/5/2002

- 1) Any member or group of members wishing to change a Unit Rule must circulate a petition stating clearly and unambiguously the Unit Rule that they wish to change and the Unit Rule that they wish to replace it with.
- 2) The petition will have a life of no longer then 30 days from the date of initiation of circulation, that is, the date of the first signatory of the petition. The petition will remain the property of the initiators until it is filed with a Table Officer of Local 2200. It will then become the property of the Union.
- 3) Validation of the petition will require at least two thirds of the members of the "affected" work location / group or department to have signed the petition.
- 4) Verification of the signatories and the determination of the appropriateness (those affected) of the signatories will be determined by the Local Union Table Officers and/or their designate.

VOTING & INFORMATION PROCEDURE

Upon Receipt Of A Validated Petition The Following Action Will Be Taken By The Local Union

- A) At the first Executive Board Meeting following receipt of the petition the Board will determine the appropriateness of the petition to proceed with a referendum vote, as per Article 17.01 of the Local Union Bylaws.
- B) Should the Board determine that the petition is <u>not</u> appropriate the petitioners will be informed of that decision and have the right to appeal as per the Bylaws and/or the National Constitution.
- C) Should the Board determine that the petition <u>is</u> appropriate the petitioners will be informed of that decision and "Notice Of Intent To Proceed With A Referendum Vote as per Article 17. 01" will be duly posted to allow the effected members the opportunity to voice their views at a General Membership Meeting.
- D) All votes on this issue will require two-thirds majority to carry and will require appropriate posting and election procedures.

ET / Lab Technicians:

28/11/2002

That Local 2200 indorse the idea of ET/Lab Techs being apprentices and that the apprentice committee be authorized to explore and resolve the issue.

Per Diems

27/2/2003

That the CAW National Union Policy, as it pertains to per diems, will apply when on business over 150Km from the CAW Local 2200 Union Office.

Travelling

26/11/2003

That the rate for travel be set at .42 cents per kilometer.

Cellular Phones

29/1/2004

Executive Board members that use over their cellular phone plan minutes for Union Business over and above their personal use will be reimbursed reasonable claims upon request. The reimbursement will be on an honour system with requests submitted in writing to the Financial Secretary. A cell phone claim form will be developed for this purpose. Receipts will not be required but should be kept for the records should the Trustees require proof of claim at the end of the 6 months. (no motion – discussion/report)

28/10/2010

To provide all Executive Board members with cellular phone plans for the sole purpose of conducting Union Business. All costs to be covered by the Union and monitored for accountability and usage.

Special Work Team Rules

29/1/2004

The Following Sets Out The Duties of The SWT Positions:

- 1) All SWT positions will be based out of Fleet Overhaul (FOH).
- 2) No existing regular positions will be converted to SWT positions during this program.
- 3) SWT positions, as with any other CAW positions, will be included in an annual sign-up. **NOTE**: There is no guarantee staff signing a SWT position will remain in that position for the duration of the sign-up.
- 4) Staff signing a SWT position may be required to:
 - Work at various locations and/or shifts for extended periods of time to perform various duties as required.
 - Perform work at any location between campaigns, assignments and/or related activities.
 - Backfill absences or vacancies where those absences or vacancies are determined to be for an extended period of time, and will return to SWT when the vacancy is filled or the person returns from their absence.
- 5) A minimum of one weeks' notice will be provided prior to any SWT movement taking place. CMBC will consult with the Union if, in case of emergencies, the notice needs to be waived.
- 6) Where a SWT assignment requires specialized training or would require a level of familiarity that the SWT person may not possess, an FOH tradesperson or alternate may volunteer for the assignment. The SWT member may back fill that tradesperson's position. When the SWT person has reached the appropriate level of training or familiarity, the SWT person will then take over the assignment and the volunteer will return to their signed in position. This shall be done under the direction of the Union Representative and the Managers directly involved.
- 7) SWT staff will be assigned work/tasks based upon operational requirements, for example, unplanned increase in workload.
- 8) The assignment of SWT personnel will be based on seniority.
- 9) Staff signing SWT positions will have their own vacation sign-up separate from the FOH sign-up.

- 10) No SWT or alternate staff will be expected to alter their scheduled vacation. If a worker's scheduled vacation will have an impact on a new assignment, an alternate worker may be selected for that assignment.
- 11) Once an individual has been selected for an assignment, he/she will remain in that position for its duration. There will be no rotation of assignments.
- 12) When SWT positions are to be reduced, SWT personnel will be required to apply for postings. Seniority provisions will prevail when determining which SWT person is required to take the posted vacancy.
- 13) SWT positions can be either created or deleted depending upon the existing workload. In the case of an increase in SWT positions the posting process will be followed as per the Collective Agreement.
- 14) SWT positions may be created for the sole purpose of accommodating a graduating apprentice.
- 15) Assignment of SWT positions will be done in consultation with the Union.
- 16) The parties shall jointly discuss any related matters that may have been overlooked or any issues that may arise during the term of this Letter of Agreement.
- 17) This Letter of Agreement is entered into on an experimental basis for the period of one year from the date of signing and is subject to renewal by mutual agreement in writing.

CAW Privacy Policy 29/01/2004

The policy outlined in this document will apply to the CAW Local 2200 in British Columbia operating out of the CAW provincial office, 707 - 12th Street, New Westminster, BC.

A. Purpose for Which Personal Information is to be Used

The CAW Local 2200 Union use personal information of individual members for the following purposes:

- to represent members in the grievance/arbitration procedure
- to handle appeals for members before various tribunals
- to assist members who require accommodation in their workplace
- to assist members in the handling of health and welfare or pension issues
- to deal with harassment issues in the workplace
- to help members with any problems that they may have
- to bargain collectively on behalf of members in a workplace
- to communicate with members further to the above

The CAW Local 2200 Union agrees that any personal information collected, regarding our members, will only be used for such purposes as noted above

B. Consent for Release of Personal Information

Before obtaining personal information about a member from a third party, the Union will ask the member to sign a consent form authorizing the collection of such information. Should the member decline to sign the consent form, the Union will have the option of not pursuing the grievance or claim on behalf of that member.

C. Access to Personal Information Collected

Personal information that is collected about a member will only be accessed by the Officer (s) of the local or national union who are directly handling the grievance or problem.

Such information will not be disclosed to any third party, including a business, government agency, political party, or a business without the express consent of the member.

D. Retention of Personal Information Collected

The Union will only retain personal information collected on a member for a limited period. Information will be retained for one year following the conclusion of the grievance, appeal or issue. After that one year, the information will be destroyed in a manner that will respect the confidentiality of the information, normally by shredding the paper information and deleting all information that may be stored electronically.

E. Accuracy of Personal Information Collected

The Union will take the necessary steps to ensure that all personal information kept on a member will be accurate. Where there is a dispute regarding the accuracy of such information, the Union will ensure that the member's input regarding the dispute is part of the information on file.

F. Security of Information Collected

The Union undertakes to store personal information in a manner that will ensure that only those who need access to it have such access. Files containing such personal information will be contained in a locked office or a locked filing cabinet. Any files that are being stored in common areas or file rooms must be stored in a locked cabinet.

Information that is being stored electronically must be stored in such a way that access to the information is limited to the people who require it. Access must be password protected and the knowledge of the password limited to those who require the information.

G. Access to Personal Information by the Member

Any member may request access to the personal information that the Union has collected about them. The member must make their request in writing to the Privacy Officer of the Union. The Privacy Officer will respond to the member within thirty days. It is expected that the personal information requested will be provided within that thirty-day period.

H. Complaint Process

Any member with a complaint regarding the Union's handling of their personal information should first contact the Privacy Officer for the Union. If the matter is not settled at that level, the member has the right to complaint to the provincial Privacy Commissioner.

I. Privacy Officer

The Privacy Officer for the CAW Local 2200 Union in British Columbia, operating out of the CAW Local 2200 office at 707 - 12th Street, New Westminster, BC, is **Joe Elworthy.**

He/she may be reached by phone at <u>604-520-1122</u> or via e-mail at <u>caw2200@telus.net</u>

Political Advisory Committee

31/3/2004

That a CAW Local 2200 Political <u>Advisory</u> Committee be established, consisting of three members. The mandate of the PAC will be to investigate, develop, and recommend support for political "<u>issues/positions</u>" that the CAW Local 2200 can encourage its members – and others – to support. The PAC will report back to the Executive Board on the issues/positions and any recommended plan of action or direction.

Any actions and/or directions, involving participation by the Local Union, its Officers or Members, will be subject to the endorsement of the Local Union Executive Board and require approval of the General Membership.

Annual Vacation Signup

31/3/2004

To support the agreement, in principle, reached between the Union and company on the requirement for members to sign their scheduled Annual Vacation by April 15th, or else risk being signed into open slots, and review and revise the agreement at year end, if deemed necessary.

General Membership Meetings

31/3/2004

To amend the policy requiring that an afternoon meeting be held in conjunction with the monthly General Membership Meetings, as per past practice. Such meetings will be at the call of the Local Union Table Officers. (Note: it is understood that should any interested group of five or more members request a meeting the Officers will schedule such meeting.)

29/October/2015

That a grace period of 15 minutes be allowed for General Membership Meetings in order to attain a quorum.

Political Education Fund

30/9/2004

To increase the Political Education Fund transfer, from the General Account, from 10 cents per member per month to 40 cents per member per month, to cover costs of educating our members and supporting the BC Federation of Labour Political Education Campaign, over the next two years.

03/May/2012

(Unanimous): that the membership of CAW Local 2200 support the Executive Board Recommendation for the approval of an increase in the allocation of funds from the CAW Local 2200 General Account to the CAW Local 2200 Political Action and Education Fund, in the amount of \$2.00 per member per month, to be review by the Executive Board annually. (Note: the current contribution rate of \$0.72 will be increased to \$2.75 per member per month).

This increase in allocation of funds from the CAW Local 2200 General Account, will be transferred on a monthly basis, retroactive to January 2012, from the existing assessment that was recently voted on by the members (GM Meeting December 2011) and will be retained until such time as the Executive Board deem a review necessary or as required by the Local Union Bylaws.

Reliabuilt Components

28/10/2004

That we do not repair Reliabuilt components.

Processing of Grievances to Arbitration 28/10/2004

The Local and National Union focus more effort on resolving issues with the employer and developing a good working relationship so that the members' grievances are dealt with in a timely manner without becoming a financial burden to the union.

The process would be:

- 1. Local officers will try to resolve grievances as early as possible and will be responsible for handling the First and Second Stage of the grievance procedures.
- 2. If a grievance is denied at Second Stage, the Local officer will ask for an extension of time limits in accordance with Clause 3.05.
- 3. The member should be advised that the Union is assessing the case and will advise when the decision is made whether or not we are proceeding to arbitration.
- 4. The National Staff Representative will meet with the Local President and the Local officer handling the grievance for the purpose of assessing the merits of the case and researching legal jurisprudence. A recommendation will be made to the Local Executive as to whether or not to proceed to arbitration.
- 5. The Local Executive will make a decision.
- 6. If the decision is not to proceed to arbitration, the National Staff Representative or Local President will notify the member in writing stating the reasons for the decision. The member has the right to appeal the issue to the Local membership. An extension of time limits will be requested to allow for the appeal to be processed.
- 7. If the decision is made to proceed to arbitration, the National Representative will notify the employer and an arbitrator selected.
- 8. Regular meetings will be scheduled with the Local President, the National Staff Representative and Labour Relations in a final attempt to resolve grievances before proceeding with to arbitration.

Local officers handling grievance be cautious when advising our members about the merits of their grievance and the likelihood of success in their case. There is always an element of risk in every grievance.

Wheelchair Opacity Positions:

30/11/2004

The Following Sets Out The Duties of The WC/O Positions:

- 1. The WC/O will be responsible for wheelchair lift inspections, minor w/c lift repairs and diesel engine opacity testing at each of the six operating locations.
- 2. Although all WC/O positions will be based out of Fleet Overhaul (FOH), staff will report directly to the assigned work location.
- 3. WC/O positions, as with any other CAW position, will be included in an annual sign-up.
- 4. Staff signing WC/O positions will have their own vacation sign-up separate from the FOH sign-up. Assignment of FOH staff to provide holiday or emergency coverage for WC/O positions will be done in consultation with the Union.
- 5. Staff signing a WC/O position may be required to:
 - a) Work at any of the six locations until all inspections and tests are completed prior to moving on to the next location.
 - b) Work at FOH in the event no work is available at the garage level.
 - c) Change their assigned shift to align with the FOH shifts if &/or when their assignment requires them to work at FOH.
- 6. WC/O Staff will be supplied a work vehicle that will be parked and remain at each location until designated work has been completed.
- 7. The parties shall jointly discuss any related matters that may have been overlooked or any issues that may arise during the term of this Letter of Agreement.
- 8. This Letter of Agreement is entered into on an experimental basis for the period of one year from the date of signing and is subject to renewal by mutual agreement in writing.

Pre-Apprentice Seniority

24/2/2005

That the Pre-Apprentices coming from the Serviceperson classification will continue to accrue seniority in the Serviceperson classification. Pre-Apprentices hired from the outside will have seniority in that classification (Pre-App) only.

Retirement Party Tickets

31/3/2005

The price of tickets will be \$20 for members and \$15 for retirees.

31/3/2005

Any member who is not a member of Local 2200 or an invited guest will be charged full price (\$35) for the ticket.

<u>Designation of Vacation and Short-Term (VST) and Long-Term Coverage (LTC)</u> <u>Employees in Stores</u>

27/10/2007

VST - Vacation Short-Term Coverage

• Cover for vacation and short-term absences within the employee's signed property

LTC - Long-Term Coverage (LTC)

• Shift Coverage for long-term assignments of greater than two-weeks duration, excluding Annual Vacation coverage. This coverage can be at any CMBC property as required.

RULES

The following sets out the rules governing VST Partsperson positions:

- 1) Annual Vacation sheets and sign-up sheets will be posted together at the annual sign-up. All VST employees must sign vacation sheets associated with their signed position by no later than March 31.
- 2) Employees signing a VST Partsperson position will be required to cover for employees on either annual vacation or short-term sick leave absences of two workweeks or less at their signed property.
- 3) Management will determine the VST Partsperson assignments.
- 4) When it is identified that an employee has become disabled, and is expected to be absent from the workplace for longer than two workweeks, the Employer will re-assign the coverage to an available LTC employee. (See LTC Rule #7.)
- 5) Short term assignments are defined as two calendar weeks or less. For the purposes of this Agreement, a calendar week begins on the first day of the duty position being covered.

The following sets out the rules governing LTC Partspersons:

- 1) All LTC Partspersons will be based at Store 60.
- 2) No existing regular positions within the Parts Department, as of the signing of this agreement, will be converted to LTC positions.
- 3) Annual Vacation sheets and sign-up sheets will be posted together at sign-up, for information purposes. All LTC Partspersons must sign annual vacation sheets associated with their signed position by no later than March 31.
- 4) Employees signing an LTC position may be required to:
 - a) Work at various locations and/or shifts for extended periods of time to perform various duties as required.
 - b) Return to Store 60 between long-term coverage assignments, or when an assignment has been cancelled.
 - c) Backfill absences or vacancies where those absences or vacancies are determined to be for an extended period of time, greater than two weeks, until the vacancy is filled or the Partsperson returns from their absence.
 - d) Perform coverage for unexpected increases in the workload.
- 5) Once assigned to a property the LTC Partsperson will be included in the overtime rotation at that property.

- 6) When a vacancy is being backfilled by an LTC Partsperson, the vacancy will be posted, as per the collective agreement.
- 7) A minimum notice of one week will be provided to the LTC Partsperson prior to any movement of assignments taking place. Management will consult with the Union if, in the case of emergencies, this notice is to be waived.
- 8) The assignment of available LTC Partspersons will be based upon seniority.
- 9) No LTC employee will be expected to alter their scheduled vacation. If an employee's scheduled vacation renders them unavailable for a significant portion of the assignment, an alternative worker may be used for that assignment.
- 10) Once an individual has been selected for an assignment, that employee will remain on the assignment, for its duration.
- 11) Management will determine the LTC assignments.
- 12) LTC Partspersons positions may be created to accommodate graduating apprentices.

The Parties shall form a joint committee to meet regularly (at least quarterly) to discuss any issues that may have been overlooked, or any contentious situations that may arise during the term of this Letter of Agreement.

This Letter of Agreement is entered into on an experimental basis for the period on one year from the date of sign-up in the Parts Department and is subject to renewal by mutual agreement.

Job Share Policy

29/11/2007

- 1) The Local Union is opposed to the introduction of "part-time" workers where none currently exist.
- 2) The Local Union is opposed to workers seeking part-time employment in the Maintenance and SeaBus departments of CMBC as a phase-in retirement program
- 3) There will be no more than a total of five (5) job share agreements in place at any given time. SeaBus shall have a maximum of two (2) Job Share Agreements and Maintenance shall have a maximum of three (3) Job Share Agreements.
- 4) Where an "annual sign-up" exists in the Maintenance department Job Share Agreements will be reviewed following the Annual Sign-up.
- 5) All Job Share Agreements will have a "bumping" and "lay-off" provision.
- 6) All Job Share Agreements will have a 30 day "opting-out" clause that can be exercised unconditionally by any of the parties to the agreement.
- 7) No Job Share Agreements will be approved for members to work a "second job" or "run their own business".
- 8) Classification seniority accrual will be 50% for each of the Job Share partners in any classification.
- 9) The Local Union Executive shall have the right to issue cancellation notice in the event that any Job Share partner was discovered to be working a "second job" or "running a business", as a result of the Job Share Agreement.
- 10) Any Job Share Agreement will require at least one of the partners to have a compelling compassionate reason, approved by the Local Union Executive Board when requesting a Job Share Agreement approval.

- 11) Sharing of benefit costs and entitlement would regularly be updated to current approved formulas and practices, as per the Collective Agreement and the H&B Trustees direction, and referenced accordingly in the Job Share Agreement.
- 12) The current Job Share Agreement in place at the SeaBus Unit, shall be exempt from any of these Job Share Policy provisions. However, it would count towards the total number of Job Share Agreements at SeaBus.
- 13) All Job Share Agreement shall require General Membership endorsement.

CAW Local 2200 Council of Property Representatives 25/9/2008

- 1) The Local 2200 Council of Property Representatives (the former Local Union Executive Board) shall consist of Property Representatives from VTC, BTC, Burnaby Overhaul, Trolley Overhead, Facilities Maintenance, STC, PCTC, RTC, NVTC, and SeaBus. The Council members will be elected for a "Three Year Term of Office", by the members signed into their respective properties. The Election will be in January, following the Executive Officers Elections in December of the previous year. This policy will take affect in 2009, prior to the Executive Officers Elections in December of 2009.
- 2) The Table Officers and Trustees of the Local Union (Executive) shall be members of the CAW Local 2200 "Council" of Property Representatives and attend all monthly meeting, as per the current practice. This can be reviewed at a later date if required. The Council shall elect a Chairperson to chair the "Council" meetings or they may chose to have the Local Union President act as the chairperson presiding over meetings.
- 3) Vancouver Transit Centre Garage shall have two (2) Property Representative positions on the "Council". One position designated to day shift and voted on by all signed-in VTC members. The other position designated to afternoon or graveyard shift and voted on by all signed-in VTC members.
 - Burnaby Overhaul shall have two (2) Property Representative positions on the Council.
- 4) The Council may expand in members as new properties come on line. The Council may also consider representation by classification should it be deemed appropriate, at a future date.
- 5) Council meetings shall be called monthly, following the Executive Board meetings. (having Executive Board and "Council" meeting on the same day may be a consideration from time to time)

Role & Responsibility of Council members

The primary Role & Responsibilities of the Council members will be:

- a) Represent members at the property level on all matters requiring representation.
- b) Maintain appropriate and regular communications with the members and the executive officers of the Union and report issues as required.
- c) Ensure a Union presence on all properties and ensure that all committees are functioning.
- d) Preside over all meetings with management, when deemed appropriate, including Mini MAC's etc.
- e) Others as deemed appropriate (Open to suggestions for inclusion)

Coordinators

25/9/2008

The CAW Local 2200 Executive Board is to be responsible to appointing Department Coordinators and negotiating appropriate compensation for the positions.

25/9/2008

That the classification seniority for Department Coordinators be protected while on secondment

Autobody & MVA Repair Estimator Seniority 26/3/2009

that Autobody & MVA Repair Estimator retain their seniority in the classification of Bodyperson category.

Voting for Property Representatives & Chief Stewards 28/10/2010

that apprentices and pre-apprentices vote for the Property Representative / Chief Job Steward at the location they are working at the time of elections.

28/10/2010

that Special Work Team members vote for the Property Representative / Chief Job Steward at the location they working at at the time of elections.

<u>Farebox Maintenance Mechanic Seniority</u> 28/February/2013

that, the Local Union document the verbal agreement entered into with CMBC relating to the LOU, as agreed to be the membership, to select a CT Mechanic the replace the Farebox Mechanic vacancy, resulting from the retirement of the senior Farebox Mechanic in that classification.

(Note to Rationale: This agreement was entered into to prevent a CT Mechanic being laid-off. It was understood that the CT Mechanic filling the position would have their seniority protect on a one time basis as a result of the agreement) Therefore it is agreed that Brother Don Woo will retain his seniority as a CT Mechanic while working as a Farebox Mechanic, on a one time basis only.

Apprentice Seniority

30/October/2013

that apprentices who receive layoff notice will be accorded seniority from the date of entry into the apprenticeship program, including the period of layoff / bumping. Rationale: this notice of motion is the result of a seniority complaint received by the Executive Board.