

COLLECTIVE AGREEMENT

Between



Hertz Canada Limited
(hereinafter referred to as the "Employer")

And



(Canadian Office and Professional Employees Union Local 378)
(hereinafter referred to as the "Union")

November 1st 2016 – October 31st 2019

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This Agreement is made and entered into by and between:

HERTZ CANADA LIMITED

(hereinafter termed the "Employer")

PARTY OF THE FIRST PART

- and -

MoveUP

(Canadian Office and Professional Employees Union
Local 378)

(hereinafter termed the "Union")

PARTY OF THE SECOND PART

As evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 1 -- PREAMBLE

Purpose of Agreement

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) Establish and maintain collective bargaining.

ARTICLE 2 - INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Dominion of Canada.

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

2.04 Gender/Singular and Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and wherever the singular is used, it shall be deemed to include the plural, and vice versa.

2.05 Incorporated Documents

All letters of agreement, understanding or intent signed by and between the Employer and the Union and attached to this Agreement shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

2.06 Impact Of Employment Standards Act of British Columbia

Nothing contained in this Agreement shall be construed or applied in any manner giving rise to any term(s) and/or condition(s) of employment which are less favourable to any Employee(s) than the provisions of the Employment Standards Act of British Columbia, or any successor legislation.

ARTICLE 3 - DEFINITION OF EMPLOYEES

3.01 Employee Categories

All Employees hired by the Employer within the bargaining unit shall be categorized as either Full Time Regular, Part Time Regular or Casual Employees, as the case may be, as defined in this Agreement. All such Employees shall be subject to the probation period referred to in Article 14 of this Agreement.

3.02 Definition Of Fulltime Regular Employee and Application of Agreement

- (a) "Full Time Regular Employee" means an Employee hired in accordance with this Agreement to perform work of a continuing nature on a full-time basis. The hours of work of such Employee shall be governed by Clause 19.03(a) and all other applicable provisions of this Agreement.
- (b) Full Time Regular Employees shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Part Time Regular or Casual Employees, as the case may be.
- (c) Notwithstanding the above, when a Full Time Regular employee is performing work of a full time temporary nature, as defined in Clause 16.08, he or she shall continue to be treated in all respects under this Agreement as a Full Time Regular Employee.

3.03**Definition of Part Time Regular Employee and Application of Agreement**

- (a) "Part Time Regular employee" means an Employee hired in accordance with this Agreement to perform work of a continuing nature on a part time basis. The hours of work of such Employee shall be governed by Clause 19.03(b) and all other applicable provisions of this Agreement.
- (b) Part Time Regular Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full Time Regular or Casual Employees, as the case may be.
- (c) Notwithstanding anything, it is agreed that wherever under this Agreement any entitlement for any Part Time Regular Employee(s) is to be determined on a pro-rata basis, such pro-ration shall be calculated by using the number one thousand nine hundred and ninety-two (1,992) hours as the "full-time equivalent" for any one year period. Notwithstanding anything, it is further agreed that where, pursuant to this Agreement, a Part Time Regular Employee is entitled to receive a specified term or condition of employment on a pro-rata basis in accordance with the "full-time equivalent" hours worked, all time off work during which such Employee's seniority either accrues, or is deemed to accrue, per this Agreement, shall be deemed to be time worked for the purposes of calculating such pro-rata entitlements under this Agreement.
- (d) Part Time Regular Employees shall be entitled to all paid leave of absence entitlements, including, but not limited to, sick leave, paid holidays and vacation under the Collective Agreement on a pro-rata basis in accordance with the proportion of full time equivalent hours worked (one thousand nine hundred and ninety-two (1992), subject to the provisions of Clause 3.03 (c) above. Where any such entitlement is expressed in terms of day(s), the amount in each case shall be translated into hour(s) of entitlement in accordance with the following formula:

Day(s) of Entitlement X 8.0 hours X Proportion of Full
Time Equivalent Hours Worked, expressed as a percentage

The pay for any paid leave of absence or vacation for any Part Time Regular Employee shall not be subject to any pro-ration. Only the length of time of the entitlement for which pay shall apply shall be pro-rated.

3.04**Definition of Casual Employee and Application of Agreement**

- (a) (i) "Casual Employee" means an Employee hired in accordance with this Agreement to work on a full time or part time basis to replace an incumbent Full Time Regular or Part Time Regular Employee who is absent from work for any reason, and for unusual peak work loads, and may be hired for a maximum of ninety (90) calendar days.
- (ii) Casual Employees may also be hired, for the Customer Service Representative job classification only, for the downtown offices and cruise ship ports, for a maximum of one hundred and fifty (150) continuous calendar days, to accommodate the cruise ship season.

- (b) Casual Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full Time Regular or Part Time Regular Employees, as the case may be.
- (c) Seniority for a Casual Employee shall be calculated in accordance with Clause 15.05 and all other applicable provisions of this Agreement.
- (d) Casual Employees shall be entitled to vacation pay in accordance with Article 24 but not vacation time off work. Statutory Holiday pay entitlement for Casual Employees shall be determined on the basis of working on a minimum fifteen (15) days in the thirty (30) consecutive calendar day period immediately prior to the given Statutory Holiday.

ARTICLE 4 - UNION RECOGNITION

4.01

The Employer recognizes the Union and its authorized representative(s) as the sole and exclusive representative(s) of all employees for which the Union's Certificate of Bargaining Authority has been issued by the Labour Relations Board of British Columbia, except those categories specifically excluded by letter of intent.

4.02

Application of Agreement

Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive bargaining agent where such employees are required to perform their work functions anywhere within the province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

4.03

New or Reclassified Jobs

New positions or jobs, or existing positions or jobs reclassified by the Employer covering work performed by Employees covered by the Union's certification, shall be subject to negotiation and agreement between the Employer and the Union. Where a dispute arises as to whether the new or reclassified position(s) are within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board, or any of its successors. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Collective Agreement.

ARTICLE 5 - UNION SECURITY

5.01

Union Membership

- (a) All Employees covered by this Agreement shall, as a condition of employment become and remain members of the Union. New Employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.

- (b) The Employer shall advise the Union of all such newly hired Employees within fifteen (15) calendar days of the date of their employment.

5.02 Security of Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except that managers can do bargaining unit work for short term cases of unanticipated absenteeism, emergencies, training and peak rental periods when bargaining unit employees capable of performing the work are not available.

5.03 No Contracting Out

The Employer shall not contract out any bargaining unit work if such contracting out will result in the displacement or lay-off of any bargaining unit Employee.

ARTICLE 6 - DUES CHECK-OFF

6.01 Union Dues Authorization

Each Employee in the Bargaining Unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's pay the amount of the regular monthly dues, any other dues, assessments and any initiation fees owing and payable to the Union as established by the Union.

6.02 Mandatory Union Dues and Other Deductions

- (a) The Employer shall, as a condition of employment, deduct from the pay of each Employee in the Bargaining Unit the amount of the regular monthly or any other dues including, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days notice in advance of the implementation date of any change in deductions pursuant to this Article.

6.03 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by no later than the fifteenth (15) day of the calendar month following the date of deduction and shall be accompanied by information specifying the names of the Employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

6.04 Record of Union Deductions (T4 Slips)

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each employee prior to March 1 of the succeeding calendar year.

6.05 Religious Objections

The parties agree that Section 17 of the Labour Relations Code of British Columbia, or any equivalent successor legislation, shall govern any disputes which arise because a person, on religious grounds, refuses to pay to the Union any of the initiation fees, dues, or other assessments otherwise prescribed by this Article.

ARTICLE 7 – UNION REPRESENTATION, VISITATION AND JOB STEWARDS

7.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.
- (c) It is understood and agreed that unless otherwise provided by this agreement, the cost of time off from work for Union representatives while carrying out union duties referred to in 7.01(a) and 7.01(b) will be reimbursed to the Employer by the Union.

7.02 Union Access to Employees

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes or other Union business, upon reasonable advance notice to the Manager in charge of the establishment, provided that such visitation shall not interfere with conduct of the Employer's business. Permission for such access shall not be unreasonably denied.

7.03

The Employer shall recognize a maximum of one steward per shift that will be designated by the Union in the following areas: at the Airport and at the Service Centre and a maximum of one steward for the Downtown area. The Union will notify the Employer of the names of such Stewards and alternates in writing immediately upon their appointment.

7.04

The Authority of Job Stewards and/or alternates shall be limited to the following activities:

- (a) The investigation and presentation of grievance matters or complaints which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer.

7.05

The Job Steward(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay. Before leaving his place of work or duties to assist an employee or confer with a Union representative, the Job Steward will receive permission from the Employer. The Employer will not unreasonably deny such permission nor will the Job Steward(s) unreasonably exercise the privilege.

7.06

No Other Agreement

The Employer agrees not to enter into any agreement with any Employee or group of Employees which conflicts with any of the terms or conditions of this Agreement.

7.07

Leave of Absence for Union Business

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service with the Employer.
- (b) An Employee on leave pursuant to this Clause 7.07 may elect to continue some or all of the benefit plan coverage, except the Pension Plan, provided by this Agreement in which case he or she shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless the Union makes such monthly payments on behalf of the Employee.
- (c) Except as expressly provided otherwise by this Clause 7.07 (b), the Employee shall be kept "whole" by the employer with respect to all seniority, benefits, except the Pension Plan, and other rights and entitlements which would accrue under this Agreement had he or she remained working.
- (d) On conclusion of a leave of absence under this Clause 7.07, the Employee shall be returned to his or her former job and work location, unless the Employer and the Union mutually agree to alternative arrangements.
- (e) Permission for leave pursuant to this Clause 7.07 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.

7.08 Miscellaneous Leave of Absence for Union Business

- (a) An employee who is required to attend a Union Convention or other official Union function on behalf of the Local Union necessitating absence shall, upon written application to the immediate supervisor at least fourteen (14) calendar days in advance, be granted time off without pay for a period of time not to exceed one (1) week, except where mutually agreed to extend such period.
- (b) To facilitate administration of this clause, when a leave of absence is granted, the Employer will continue the employee's straight-time hourly compensation for his or her regularly scheduled shifts that would have been worked had it not been for the leave. The Union shall, without unreasonable delay, reimburse the Employer for all wages and benefits associated with the leave. An employee granted leave under Article 7.08 shall be covered by the applicable provisions of Article 28.04 (a) and (b) and 31.10 and shall otherwise be kept "whole" with respect to seniority, service and vacation accrual and the right to apply for job postings as well as any other "benefit" that may be mandated by Provincial labour law inclusive of the Employment Standards Act as amended.

7.09 Union Information for New Employees

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union membership and Dues. The new Employee shall be advised of the names and locations of his/her Job Stewards. The Employer agrees that a Job Steward shall be given, upon request, an opportunity without loss of pay, for one (1) hour within the first thirty (30) days of employment to acquaint the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

7.10 Union Communications And Voting

- (a) The Employer shall provide bulletin boards at its premises, in Employee lunch or rest areas, for the purpose of posting Union communications. All such notices shall be submitted to the Employer at the time of posting or distribution.
- (b) The Union shall have the right, upon reasonable notice and with the agreement of the Employer, to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes.

ARTICLE 8 - RIGHTS OF EMPLOYER

8.01 Management Rights

It is recognized that the management and operation of the offices and establishments of the Employer and the direction of the employees is vested exclusively in the Employer, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

8.02 Application of Employer's Rights

It is recognized that it is the exclusive function of the Employer:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of offices and/or establishments, methods and procedures of operations and processes.

It is agreed that these functions will be exercised in a manner consistent with the terms and conditions of this Agreement.

The Employer or his representative shall make known to the Employees their general duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

8.03 Application of Employer Policy

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Employer, this Agreement shall take precedence.

ARTICLE 9 - NON-DISCRIMINATION AND EQUAL PAY

9.01

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, physical or mental disability as defined by the Human Rights Code, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any Trade Union.

Without limiting the generality of the foregoing, it is specifically understood and agreed that there shall be no restraint, interference, coercion, intimidation or discrimination by the Employer with respect to any Employee for reasons related to union membership or lawful union activity.

9.02 Legislation

The Parties will abide with all Provincial and Federal Laws including the B.C. Human Rights Act and Employment Standards Act insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

9.03 Harassment

- (a) The Employer specifically agrees that every employee has the right to be free from harassment, sexual or otherwise, and from any penalty or threat of penalty, for the rejection of such behaviour.
- (b) For the purposes of this Clause 9.03, the following conduct shall be deemed to be sexual harassment:
 - (i) when any person employed by the Employer bothers another employee with sexual remarks, jokes or by physically touching the individual;
 - (ii) when any person employed by the Employer makes sexual suggestions or requests to another employee;
 - (iii) when any person employed by the Employer penalizes (or threatens to penalize) another employee, if the employee refuses a sexual suggestion or request.
- (c) It is agreed that harassment is cause for disciplinary action, which may include termination.
- (d) Harassment complaints shall be subject to resolution in accordance with the provisions of Article 11, commencing at Step II of the grievance procedure.

9.04 Personal Duties Not Required

The Parties agree that individuals in the workplace shall be treated with dignity and respect. Accordingly, employees shall not be required to do work or perform duties of a personal nature for any person. No employee in the bargaining unit shall be required by the Employer to perform any bargaining unit work for the Employer at his or her personal domicile (home).

9.05 Protection Against Legal Action

The Employer agrees to defend all employees and their estates in any legal actions or proceedings arising in connection with the performance of their duties, and to indemnify them and hold them harmless from any judgement rendered thereunder save in the case of gross negligence or wilful misconduct by an employee. Without limiting the generality of the foregoing, legal counsel when required will be provided and the cost borne by the Employer.

9.06 Electronic Surveillance

Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of Employees while at work, except in cases involving illegal activity, and such equipment shall not be installed for any purpose in the Employees' lunch rooms, rest areas or personal hygiene facilities.

ARTICLE 10 - WORK CONTINUITY AND PICKET LINES

10.01 No Strike or Lockout

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

10.02

It shall not be a violation of this Agreement or cause for discharge or discipline of any employee, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union, and the Employer will not ask employees to cross such a picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

11.01

The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Company who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Company.

11.02 Definition of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether any matter is arbitrable; or
- (b) The discipline, discharge or termination of any Employee.

11.03 Right to Grieve

- (a) Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.

- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- (d) It is mutually agreed that any Employee or Party exercising his, her or its rights under this Agreement does so without prejudice to his, her or its relations with any Employee or Party or representative of either Party.

11.04 Complaints

An Employee and/or any Union Representative may discuss any complaint with their immediate Manager or the Area Manager prior to initiating a grievance through the Union. Such discussion will take place not later than fifteen (15) calendar days after the event causing the complaint or within fifteen (15) calendar days from the time the Employee became aware of the event causing the complaint.

11.05 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate step by:
 - (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;
 - (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

11.06 Steps of Appeal

(a) Steps

A grievance may be appealed in writing by the Union or the Employer through the following steps:

(i) Step I

The Area Manager of the Employee(s) concerned and a representative of the Union or their respective alternate(s):

(ii) Step II

The General Manager and/or Area Manager of the Employer and a full-time paid representative of the Union and a Job Steward or their respective alternate(s) and the grievor(s);

(b) Suspension, Discharge or Termination Grievances

A grievance concerning the suspension, discharge or termination of any Employee may be initiated at Step II of the grievance procedure.

(c) Job Selection Grievances

A job selection grievance may be initiated at Step II of the grievance procedure.

(d) Bypassing Step(s)

By mutual agreement between the Employer and the Union, any step of the grievance procedure may be bypassed with respect to any grievance.

11.07 Disclosure of Information

The Parties specifically agree to provide each other, in a timely manner, with full disclosure of all relevant evidence applicable to any existing grievance.

11.08 Policy or Group Grievance

Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation which affects more than one (1) Employee, either Party may initiate a policy or a group grievance, as the case may be, within thirty (30) calendar days of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Step II.

11.09 Time Limits

(a) Initiating a Grievance

Grievances under this Article must be initiated within fifteen (15) calendar days of the occurrence giving rise to the grievance being known.

(b) Convening a Grievance Hearing

A grievance hearing under this Article must, in each case, be convened within fifteen (15) calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response

The grieving Party shall be provided with a written response by the other Party within fifteen (15) calendar days following the date of the conclusion of the grievance hearing.

(d) Appealing A Grievance Denial

A grievance which is denied at Step I of the grievance procedure set forth in this Article must be appealed to the next step of the grievance procedure within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.

(e) Referral To Arbitration

A grievance which is denied at Step II of the grievance procedure must be referred to Arbitration within fifteen (15) calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union.

11.10 Deviation From Grievance Procedure

- (a) The Employer will not enter into discussion, communication or negotiation of any kind with respect to a grievance with the grievor(s) once a grievance has been initiated by the Union without prior, express written consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.
- (c) The grieving Party may at its discretion, by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

11.11 Time Off Work For Grievance Purposes

The grievor(s) shall be granted the necessary time off, without loss of pay, from his or her working hours to attend grievance meetings with the Employer and this time off shall be deemed to be time worked.

11.12 Effect of Settlements

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be a final and binding resolution for that grievance, on the Employer, the Union and the grievor.

11.13 Reference To Arbitration

After exhausting the grievance procedure as set forth in this Article, the grieving Party may by written notice to the other Party refer any unresolved grievance to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

11.14 Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an Arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the Province of British Columbia appoint the Arbitrator.

11.15 Jurisdiction of Arbitrator

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia or any successor legislation.

11.16 Decision of Arbitrator

- (a) The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and a final and binding resolution for that grievance, on the Employer, the Union and the grievor.
- (b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision and the Arbitrator shall have jurisdiction to resolve these matters.

11.17 Arbitration Expenses

Each Party shall pay one half (1/2) of the fees and expenses of the Arbitrator, including any disbursements incurred by the arbitration proceedings.

11.18 Legislation

The Parties agree to abide by all applicable Federal and Provincial laws including the provisions of the Labour Relations Code of British Columbia or any successor legislation.

11.19 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the parties may mutually agree to refer to Expedited arbitration any matter properly submitted, as a grievance, in accordance with the provision of the Grievance Procedure contained in this Agreement.

- (a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provision of this Article.
- (b) The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- (c) The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceeding.
- (d) All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

ARTICLE 12 - DISCHARGE, DISCIPLINE AND TERMINATION

12.01 Just Cause

The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

12.02 Progressive Discipline

Disciplinary action taken by the Employer must be appropriate to the cause and to the principles of progressive discipline.

12.03 Time Limits for Applying Discipline

A disciplinary meeting shall take place between a representative of the Employer, the Employee and a Union Representative, or his/her designate, within fifteen (15) calendar days of the date that the Employer became aware of the circumstances giving rise to the discipline. Disciplinary action taken as a result of such meeting shall be applied within ten (10) calendar days of the meeting.

12.04 Notice Of Disciplinary Action

The Employer shall provide the Employee and the Union with a statement, in writing, of the disciplinary action being taken and the reasons for such action, at the time of taking any such action.

12.05 Union Representation

- (a) When a meeting is to occur involving any Employee with respect to the discipline, discharge or termination of the Employee, the Employer shall advise the Union office in advance, and a Job Steward or Union Representative must at all times be present.
- (b) An employee shall have the right to refuse to participate or to continue to participate in any meeting or discussion with the Employer which he or she believes ought to be subject to Union representation under this Clause 12.05 and such Union representation is not present. An Employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty or discipline as a result.

12.06 No Oral Warning Or Reprimand As Discipline

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

ARTICLE 13 – PERSONNEL FILES AND PERFORMANCE ASSESSMENTS

13.01 Personnel Files

- (a) A personnel file shall be maintained by the Employer for each Employee in the Bargaining Unit. Such file shall contain all formal reports and records concerning the Employee's employment and work performance. The Employer may maintain separate personnel files for payroll records and Workers' Compensation Board records.
- (b) No disciplinary notice shall be placed in any Employee's personnel file unless the Employee is first advised of such notice by copy of such document.

13.02 Employee Access to Personnel File

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

13.03 Union Access to Employee Personnel Files

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and written request to the Employer. On request, the Union representative shall be provided with copies of any document, record or report contained in the Employee's personnel file.

13.04 Performance Assessments

- (a) Where a formal performance assessment of an employee's work performance is conducted, the employee shall be given sufficient opportunity to read, review and discuss the assessment. The performance assessment may be signed by the employee and the employee may indicate disagreement with the assessment by noting same on the assessment.
- (b) Formal performance assessments shall be used by the Employer as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement.
- (c) A formal performance assessment which the Employee concerned believes is unfair, and/or which contains incorrect information may be grieved in accordance with Article 11 of this Agreement.
- (d) A formal, regular annual or semi-annual performance assessment, if instituted by the Employer, shall not be used to discipline any Employee.

13.05 Disciplinary Notices

- (a) Except as otherwise provided in "b" below, all notices, letters or details which pertain to any form of complaint or discipline, or which otherwise reflect negatively upon an Employee or his or her employment, which are more than eighteen (18) months old shall not be considered in any assessment of the Employee's performance or conduct or to support any subsequent action by the Employer.
- (b) Any and all disciplinary records and actions associated with a serious and egregious performance issue(s) which are more than thirty six (36) months old shall not be considered in any assessment of the Employee's performance or conduct or to support any subsequent action by the Employer. Examples of a "serious and egregious" performance issue include:
 - (i) Recklessness resulting in injury or harm to an individual (s);
 - (ii) Verbal or sexual harassment;
 - (iii) Initiation of physical violence while on Company property and/or duty.

13.06 Compliance with Freedom of Information Legislation

The Parties shall comply with all Federal and Provincial laws including the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia.

ARTICLE 14 – PROBATIONARY EMPLOYEES

14.01 Probation Period

- (a) A new employee shall be considered on probation for ninety (90) calendar days from the date of last entry into the Employer's service.

- (b) The probation period may be extended by mutual agreement between the Employer and the Union.
- (c) Employees who transfer from a temporary or casual job to a regular job of the same title will be exempted from that portion of the ninety (90) calendar days probation period which corresponds to the continuous time spent in the temporary or casual job.

ARTICLE 15 – SENIORITY

15.01 Definition of Seniority

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 15.

15.02 Calculation of Seniority – General

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

(b) Determining Seniority For Employees Hired on Same Day

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.

(c) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Statutory Holidays and days taken in lieu thereof; floating holidays; banked overtime taken as time off work; annual vacation; any leave of absence related to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved leave of absence or time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 15.02(d) below.

(d) Payment of Union Dues to Preserve Seniority Accrual When Absent From Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees and/or assessments directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority and employment shall be terminated.

15.03 Calculation of Seniority – Full Time Regular Employees

Full Time Regular Employees shall accrue seniority under this Agreement in accordance with Clause 15.02(a) above and all other applicable provisions of this Agreement.

15.04 Calculation of Seniority – Part Time Regular Employees

(a) Seniority for Part Time Regular Employees shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked, or deemed to have been worked. For the purposes of this calculation, it is agreed that the “full-time equivalent” hours on an annual basis shall be deemed to be one thousand nine hundred and ninety-two (1,992).

(b) For the purposes of Clause 15.02(c) above, any agreed upon absence from work as specified in Clause 15.02(c) by a Part Time regular Employee shall be deemed to be time worked and seniority shall continue to accrue based on the average number of hours worked, per work day and work week, by the Part Time Regular Employee during the six (6) month period immediately prior to commencement of such absence, pro-rated in accordance with the proportion of full-time equivalent hours worked.

15.05 Calculation of Seniority – Casual Employees

Casual employees shall not accrue any seniority until such time as they obtain either full time or part time employee status under this Agreement, in which case they shall be granted seniority retroactively from their last date of hire. For this purpose, seniority shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked, and their service shall be considered as continuous as long as there is time worked in consecutive calendar months.

15.06 Calculation of Seniority – Probationary Employees

Probationary Employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 14, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

15.07 Portability of Seniority Within The Bargaining Unit

Any Employee who changes employment status from Full Time Regular or Part Time Regular Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

15.08 Service Outside the Bargaining Unit

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
- (b) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at his or her option, may be granted seniority credit for some or all of the period of the exclusion, provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry into the bargaining unit. Seniority achieved under this Clause 15.08(b) shall not be used to secure any job vacancy during the first six (6) months from the date of entry into the bargaining unit or to exercise any bumping rights under Article 17 during the first twelve (12) months from the date of entry into the bargaining unit.
- (c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed six (6) consecutive months from the date of commencement of such work, subject to the provisions of Clause 15.02(d) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement unless, by prior express written agreement between the Parties, the time limit has been extended. Any such extension agreed to by the Parties will not exceed six (6) consecutive months. An Employee shall only have the right to accrue seniority under this Clause 15.08(c) while working outside the bargaining unit one (1) time in any twenty-four (24) consecutive month period.

15.09 Termination of Seniority

An employee shall lose his seniority only in the event that:

- (a) he is discharged or terminated for just cause and subsequently not reinstated;
- (b) he voluntarily terminates his employment in accordance with this Agreement or abandons his position and does not revoke his voluntary termination within seventy-two (72) hours;
- (c) he is laid off and recalled and fails to return to work in accordance with this Agreement or he is on layoff for more than two years or his length of service, whichever is less;
- (d) he accepts any job or position with the Employer outside the bargaining unit; except as expressly provided otherwise by this Agreement;

- (e) he fails to maintain membership in good standing in the Union.

15.10

Seniority List

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, job classification, hire date, seniority date and total hours worked of each Employee in the bargaining unit.
- (b) The seniority list described in Clause 15.10(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.
- (c) Publication of the seniority list as prescribed by Clause 15.10(b) above shall not prejudice the right of any Employee or the Union to allege at any time improper seniority calculation or credit and to seek correction.

ARTICLE 16 - HIRING AND PROMOTION

16.01

The Employer shall post and fill job vacancies from within the bargaining unit before hiring new regular employees, providing employees are available with the necessary qualifications to fill the vacant position. Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified employees from the Union unemployed roster, provided the Union realizes the Employer has no obligation to hire such referred employee.

16.02

Posting Job Vacancies

- (a) Except as expressly provided otherwise by this Agreement, all job vacancies shall be posted electronically and in paper form, by the Employer on a bargaining unit wide basis for seven (7) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s).

- (b) **Job Posting To Contain Pertinent Details**

A job posting shall state all pertinent details of the job including, but not limited to, job title, salary range, hours of work, duties, qualifications, any special conditions pertaining to the vacancy and the posting and closing dates of the job posting and the date by which the vacancy is to be filled. For Temporary vacancies, if the projected or actual end date for the job is known by the Employer, this information shall be included in the job posting. The Union will be notified whether the job posting is a result of a replacement, addition to staff or new position.

- (c) **Closing Date For A Job Posting**

The closing date of a job posting shall be at least eight (8) consecutive calendar days from the date the Employer posted the vacancy.

(d) Union To Receive Job Posting

A copy of all job postings shall be sent electronically to the designated Union representative at the time of posting.

16.03 Eligibility For Posted Job Vacancies

(a) All Employees Are Eligible After Probation Period

All Employees who have completed their probation period per Article 14 shall be eligible to apply and be considered for any posted job vacancy, except as expressly provided by Clause 16.04 (e)(1) below.

(b) Eligibility of Laid Off Employees

All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall.

(c) Eligibility Of Late Applicants

A late applicant may be considered for any posted job vacancy, provided such Employee's application is received by the Employer before any other person has been informed of being the successful candidate for the vacant position.

16.04 Filling Posted Job Vacancies

(a) Applicants To Be Acknowledged

The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status, seniority date and job title of that person and, in the case of a person hired from outside of the bargaining unit, of the external hire status of such person.

(b) Interviews

The Employer shall conduct job selection interviews with all applicants for any posted job vacancy who meet the job selection criteria referred to in this Article. Notwithstanding the above, an applicant who has been interviewed for a posted job vacancy with the same or similar job title, e.g. Customer Service Representative and Location Representative, in the previous six (6) months will not be interviewed unless they advise the Employer of a change to their qualifications from the last application submitted. Paid time off work for such job selection interviews shall be granted by the Employer. This Clause 16.04 (b) shall not apply where the job vacancy is filled by an Employee's return, in accordance with Clause 16.07 (1) below, to a previously held position.

(c) Withdrawal Of Applications

An Employee may, by written notice, withdraw any application for any posted job vacancy at any time prior to the date listed on the job posting for filling of the vacancy, without incurring any penalty or prejudice.

(d) Rights Of Unsuccessful Applicants

On his or her request, the Employer shall give an unsuccessful applicant full reasons in writing explaining why the Employee's application was not successful and the Employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement.

(e) Impact Of Job Selection Grievance

An Employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of the Grievance. If, as a result of the grievance, such Employee is removed from the position at issue, this person shall be returned to his or her former job and work location and shall be kept whole in all respects under this agreement as if he or she had not been awarded the job posting in question, unless the Employer and the Union mutually agree in writing to alternative arrangements. If a person hired from outside the bargaining unit into a position at issue is removed from that position as a result of a grievance, such person either:

- (1) may apply for any existing job vacancies, or
- (2) may be given employment by the Employer outside the bargaining unit, or
- (3) shall be terminated

16.05 Job Selection Criteria

(a) No Discrimination Or Favouritism

The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.

(b) Ability Test

All job selections under this Article shall be on the basis of qualifications and ability to perform the vacant job, and shall include consideration of an Employee's performance in his or her current job. Should more than one (1) Employee within the bargaining unit meet the above requirements, then preference shall be given to the senior Employee.

16.06 Selection Criteria To Be Reasonably, Fairly and Consistently Established and Applied

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

16.07 Priority For Job Selection

In accordance with the provisions of this Article, preference in the filling of all job vacancies shall be given to candidates in the following order:

- (1) The Employee with the highest seniority who was previously displaced or laid off under Article 17 from the position now vacant. A job vacancy which is to be filled on this basis shall not require job posting.
- (2) The Employee with the qualifications and ability, in accordance with Clause 16.05 (b) above, and the highest seniority, in that order, who is the successful applicant on a job posting for the vacant position.
- (3) If there are no applicants within the bargaining unit who meet the qualifications the Employer may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job vacancy.

16.08 Regular Employees Filling Temporary Vacancies

(a) A temporary vacancy may occur when a Part time or Full Time Regular Employee is away from the workplace on an approved leave of absence or extended illness/injury. The length of temporary vacancy shall not exceed six (6) months in duration. May be extended by mutual agreement between the parties.

(b) A Full Time Regular Employee or a Part Time Regular Employee who secures pursuant to the provisions of this Agreement a temporary vacancy shall retain his or her status as either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, for the duration of such temporary assignment and shall retain all rights and entitlements applicable to either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, under this Agreement including, but not limited to, the right to apply for posted job vacancies. Upon completion of the temporary assignment, the Full Time Regular Employee or the Part Time Regular Employee, as the case may be, shall return to work in the job and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless the Employer and the Union mutually agree in writing to alternative arrangements or, in the interim, the Employee has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the Employee shall be placed in the new job.

16.09

Trial Period and Return to Former Position

- 1) An Employee selected to fill a posted job vacancy under this Article will be considered on trial for a period of ninety (90) calendar days, starting on the date the Employee commences work in the new position, after which the Employee will be confirmed in the new position.
- 2) During the trial period and prior to confirmation the Employer may elect to return the Employee or the Employee may elect to be returned to his/her former classification and work location.
- 3) The exercise of a reassignment by the Employer will only be for legitimate business reasons. The Employee will be required to provide legitimate reasons for his or her request to be returned. Dissatisfaction with his or her shift, however, will not be considered a legitimate reason for the Employee's election to return to his/her former position.
- 4) The returning Employee will return to his/her former classification without adverse impact on rate of pay, benefits and seniority or service accumulation. For greater certainty, an Employee returned to the former classification will be entitled to be placed on the wage scale he or she would have achieved if the Employee had remained in the former position, but will not be entitled to foregone opportunities such as, without limiting the generality of the foregoing, foregone incentive earnings and overtime opportunities.
- 5) Where the returning Employee's former position has been posted and filled by the appointment of a Regular Employee, and the Regular Employee has commenced work in the position, the returning Employee will return to a shift as assigned by the Employer until the next shift bid.
- 6) Where the returning Employee's former position has not yet been posted and filled by the appointment of a Regular Employee, or the appointed Regular Employee has not commenced working the position, the returning Employee will return to his or her former shift until the next shift bid.

ARTICLE 17 – LAYOFF, RECALL AND SEVERANCE

17.01

If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition. Should this not be possible, the Company shall give as much notice as possible.

17.02

Notice of Displacement or Layoff to Union

(a) Due to Lack of Work or Being Bumped

The Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of ten (10) calendar days prior written notice when regular employees are to be displaced or laid off due to a lack of work. This notice will specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off.

(b) Due to Introduction of New Procedure or Technological Change

Such New Procedure or Technological Change shall mean:

- (i) a change in the manner, method or procedure in which the Employer carries on his work, undertaking or business that is related to the introduction of that equipment or material; which results in the displacement or layoff of one (1) or more regular employees; or
- (ii) the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business.
- (iii) The Employer will provide the Union with a minimum of ninety (90) calendar days prior written notice when regular employees are to be displaced or laid off due to introduction of new procedure. This notice will specify the nature of the new procedure, the date on which the Employer intends to introduce the new procedure and the number, job titles and work locations of employees who may be displaced or laid off. The ninety (90) calendar days advance notice period must have elapsed before the Employer provides any affected employee with the written notice.

(c) Notice to Affected Employees

In the event that any Employees are subject to displacement or layoff for any reason under this Agreement, the Employer shall provide these Employees with prior written notice or pay in lieu of such notice in accordance with the following:

Six Months to Three (3) Years of
Continuous Service - Two (2) Weeks

And for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of ten (10) weeks.

(d) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 17.02, the Parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review will include identifying those employees whom it is anticipated may or will be displaced or laid off.

17.03 Retraining

The Employer agrees that Regular employees affected by the introduction of any technological or procedural change shall be entitled, based on ability and seniority, in that order, to retraining provided by the Employer.

17.04 Displacement of Employees

If a Regular employee affected by the introduction of technological or procedural change does not accept retraining in accordance with this Article, such employee shall be subject to displacement or layoff. Any displacement or layoff of a Regular employee resulting from the introduction of technological or procedural change shall be undertaken in accordance with the provisions of this Article.

17.05

- (a) The employee with the least amount of seniority in any job will be the first laid off from that job, but may displace an employee in a similar or lower classification with less seniority providing they are able to satisfactorily do the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves bump employees having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.
- (b) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the employer will not hire for, nor transfer, nor promote to such a classification while an eligible employee is available from the recall list.

17.06 Recall

A regular employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years or his length of service whichever is less, from the date of his last being laid off to be recalled to work in accordance with Article 17.05(b).

17.07

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice within seven (7) calendar days of receiving it. The employee must be available to go to work within fifteen (15) calendar days or such longer period as mutually agreed. An employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, or who declines recall to a lower position, may be bypassed for the position available, but such employee shall not lose seniority and recall rights thereby. Where more than one employee is on the recall list in similar classifications, recall shall be made in order of seniority.

17.08 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any regular employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Clause 15.09.

17.09

Employees who have been bumped will be returned to their former positions on the same basis as employees on the recall list subject to the seniority provisions of the list. An employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this section.

17.10 Severance Pay Entitlement

(a) Regular Employees

A regular employee whose employment is terminated in accordance with the provisions of this Agreement shall be entitled to severance pay in accordance with the following:

- (i) two (2) weeks' pay for each full year of service up to a maximum of twenty four (24) weeks' pay, for permanent termination excluding resignation and discharge for just cause.
- (ii) employees who have been laid off for the maximum period of layoff, in accordance with this agreement and are thereby terminated are eligible for severance pay.

(b) Casual Employees

It is understood and agreed that Casual employees shall not be entitled to any severance pay pursuant to this Article. Casual employees shall be entitled to notice of termination unless a specified end date is given in writing at time of hire.

(c) Notice or Pay In Lieu Entitlement

In addition to the severance pay in accordance with this Article, an eligible Employee shall be entitled to notice of layoff or pay in lieu of such notice per Clause 17.02(c).

17.11 Severance Pay Rate

Severance Pay shall be calculated at the regular employee's prevailing rate of pay at the date of termination of employment.

17.12 Death in Service

Severance Pay shall be payable by the Employer to the estate or named beneficiary of a deceased employee who is eligible for such payment.

17.13 Acceptance of Severance Pay

It is understood and agreed that at such time as a regular employee accepts severance pay, and the severance pay is paid in full, the employee's employment shall be terminated and such employee shall have no further rights or entitlements under this Agreement, except for the following:

- (i) any vested rights or entitlements under the Pension Plan; and
- (ii) any other accrued benefits or entitlements not paid to the employee at the time of termination of employment; and

- (iii) continuation of any coverage the employee is entitled to receive, subsequent to his termination, under any benefit plan referred to in this Agreement.

17.14 Benefit Entitlement During Layoff

The benefit plan coverage referred to in this Agreement (except for sick leave) may be continued for a laid off regular Employee at the option of the Employee for the duration of the recall period provided the Employee pays any applicable premiums or contributions related to the benefit program.

17.15 Special Protection for Full Time Regular Employees

- (a) A Full Time Regular Employee who is recalled into any position having less than full-time hours of work shall continue to be treated in all respects under this Agreement as if he or she were a Full Time Regular Employee working full-time hours, save and except for the reduced hours of work. Such person shall continue also to be categorized as a Full Time Regular Employee.
- (b) A Full Time Regular Employee who elects to bump down into a part-time position as a result of layoff by the Employer, shall continue to be treated in all respects under this Agreement as if he or she were a Full-Time Regular Employee working full-time hours, save and except for the reduced hours of work. Such person shall continue also to be categorized as a Full-Time Regular Employee. All employees included under this subsection (b) shall be entitled to Article 31 – Benefits. Any other benefits dependent on hours worked shall be prorated based on actual hours worked (for example, vacation pay, sick benefits and statutory holidays). Voluntary shift changes and overtime shall not be included in the definition of actual hours worked. For purposes of calculating statutory holidays in Article 23, the calculation will be the average of actual hours worked preceding 30 days prior to the statutory holiday. If the employee is entitled to the statutory holiday pay but did not work in the previous 30 days, the calculation will be prorated on the regular hours scheduled.

17.16 No Reduction In Hours Of Work

It is agreed that there shall be no partial reduction of hours of work for any Full-Time Employees in lieu of displacement or layoff, without the mutual agreement of the Parties.

ARTICLE 18 - JOB EVALUATION

18.01 Basis for Establishing Job Descriptions and Selection Criteria

(a) Job Description Must Reflect Work Performed

It is understood and agreed that the primary basis for establishing job descriptions shall be the bona fide operational requirements of the Employer, however each job description shall reflect the major job duties of the work to be performed, and minor duties shall not have to be specified except in the event of a dispute.

(b) Selection Criteria Must Relate To Major Job Duties

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established as requirements for any job must relate reasonably, fairly and consistently to the major duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

18.02 Basis For Determining Salary Rate(s) or Range

The basis for determining the appropriate salary rate or range shall be the work to be performed and the selection criteria in comparison to the other jobs and their salary levels within the Bargaining Unit.

18.03 New or Changed Jobs to be Discussed

When an existing job is to be changed or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate or range with the Union prior to implementation of the changed or new job and shall provide the Union with a copy of the final job description. Employees shall be provided a copy of their job description upon request.

18.04 Job Evaluation or Salary Grievance

In the event that the Parties cannot agree on the job descriptions and salary rate or range when an existing job is to be changed or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description and the salary rate or range proposed by the Employer, and the Union shall have the right to grieve by submitting any issues in dispute immediately to arbitration in accordance with Article 11.

18.05 Retroactivity

Any pay adjustment arising pursuant to this Article shall be made as of the date the job description and salary rate or range was first implemented by the Employer.

18.06 Job Descriptions

Job descriptions, and any changes thereto, as may be developed by the Labour/Management Committee shall comport with relevant sections of Article 18, Job Evaluation.

ARTICLE 19 - HOURS OF WORK AND SHIFTS

19.01

Each Full Time Regular and Part Time Regular Employee will have an established shift. Shifts and shift hours required will be designated by the Employer. Changes of shift bids shall be posted for the information of affected Employees for a minimum of three (3) calendar days with such shift bids to begin at the start of the next full week; and whenever possible, the Company shall post such bid at the beginning of the week prior to the effective date of the bid. Employees will select shifts in order of seniority.

- (a) Lead Customer Service Representatives, Customer Service Representatives, Hand-Held Instant Return Representatives, Lead Vehicle Service Attendants, Vehicle Service Attendants and Location Representatives shall have a minimum of eight (8) weeks between general shift bids except for bona fide emergencies.
- (b) Drivers and Courtesy Van Drivers shall have a minimum of two (2) weeks between general shift bids except for bona fide emergencies.
- (c) Full Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Full Time Regular Employees, as prescribed by Clause 19.03 (a) below.
- (d) Part Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Part Time Regular Employees, as prescribed by Clause 19.03(b) below.

19.02 Shift Changes

Employees will have the right to apply for a change of shift on an individual basis and, when practical, the Employer will make such change, provided there is not conflict with the provisions of Clause 19.01 above. Qualified Employees may arrange to exchange shifts or portions of shifts, on a temporary basis, provided prior approval is obtained from the supervisor(s) concerned. There will be no penalty to the Employer for such temporary interchange of shift.

19.03 Standard Working Hours

(a) Full Time Hours Of Work Defined

Each Full Time Regular Employee will be scheduled five (5) consecutive days per week, eight (8) hours per day excluding the unpaid lunch.

(b) Part Time Hours of Work Defined

Part time hours of work may involve scheduled hours up to the standard number of daily hours of work for one (1) or more work days in any work week as prescribed by Clause 19.03 (a) above, but scheduled hours shall not exceed thirty (30) hours of work in any work week without the express prior agreement of the Union, except in the case of when a new shift schedule commences or a voluntary shift change between two (2) Employees occurs. Employees working part time hours of work must have at least two (2) consecutive scheduled days off work, as days of rest, in each work week.

19.04 Rest Periods

Each Employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each eight (8) hour work day. The first such rest break shall occur prior to the lunch period. A Part-Time regular employee who works in excess of six (6) hours but less than eight (8) hours per day shall receive one (1) paid rest period of fifteen (15) consecutive minutes in duration. No rest

period shall be consecutive with any lunch period. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this agreement.

19.05 Lunch Periods

Each employee shall receive an unpaid lunch period free from work in each workday as follows:

- (a) The standard lunch period shall be one-half (1/2) hour at or within two (2) hours of the midpoint of the shift.
- (b) The authorized variation shall be a lunch period of one (1) hour at or within two (2) hours of the midpoint of the shift. In the event the employee and the employees' supervisor cannot agree to an authorized variation, the standard shall apply.

19.06 No Split Shifts

There shall be no split shifts.

19.07 Notification of Inability to Report for Work

Employees are required to provide to Employer with no less than two (2) hours' notice of their inability to report for scheduled work assignment unless circumstances beyond the control of the employee or bona fide emergencies prevent such notification.

ARTICLE 20 - WAGE ADMINISTRATION

20.01 Salary Scales

The job groupings and job titles in effect on the date of signing of this Agreement are set out in Appendix "A" of this Agreement along with the related salary or salary range(s) to apply during the life of this Agreement. It is understood and agreed that these salaries shall only be changed by the Employer in accordance with Article 18 or by mutual agreement between the Parties.

20.02

Where the Employer hires new regular employees having directly related previous experience for the position being filled, such employees may be paid a beginning salary not exceeding the one year rate for the job unless by agreement with the Union.

20.03

An employee working regularly on a combination of classifications, e.g. each day, each week, or on a regularly recurring basis, shall be paid in the salary range of the highest classification worked.

20.04

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate.

20.05

An employee promoted from one job classification to another will move laterally across the progression schedule. (Example #1 - six (6) month Service Attendant promoted to Rental Representative will be paid at the six (6) month Rental Representative rate. Example #2 - a five (5) year Service Attendant whose pay progression stops at the twelve (12) month level and who is promoted to Rental Representative will be paid at the twelve (12) month rate of pay for Rental Representatives.) His pay will be increased henceforth after he has worked in the new classification the length of time required to progress to the next step of the schedule.

20.06

Recalled employees shall not receive any incremental increases that may have been due while they were on layoff.

20.07

Employees changing jobs within the same salary range will continue to receive their present salary and length of service progression. Employees who move to a lower classification as a result of bumping procedure or who accept recall to a lower position than formerly held, will be paid at their former salary or at the maximum for the new job, whichever is the lesser. An employee returned to his or her former grade as a result of temporary promotion will return to their salary scale prior to the promotion as provided in Section 20.06.

20.08

Downgrading Due to Job Reclassification

When a job is downgraded in terms of salary due to a job reclassification undertaken in accordance with Article 18, each affected employee shall receive Red Circle Salary Treatment.

20.09

Uniforms

Employees required to wear uniforms while at work shall be provided with an adequate supply of such uniforms, or parts of uniforms, in good repair and fit. Maintenance and dry cleaning costs will be the responsibility of the Employer. Overalls or coveralls as such will be provided and cleaned by the Employer. Washable uniform parts will be laundered by the Employer. It is understood that employees must dress in accordance with the Company dress code.

20.10

All employees covered by this Agreement shall be paid on a bi-weekly basis.

20.11

The Employer agrees that provision of a personal vehicle for use on Employer business will not be made a condition of employment in any position falling within the Union's bargaining authority.

ARTICLE 21 - OVERTIME

21.01

Time and one-half (1 1/2x) shall be paid for all hours worked in excess of eight (8) hours in one day and/or forty (40) hours worked in one (1) week. Double (2x) time shall be paid for all hours worked in excess of ten (10) hours in one day and four (4) hours on a scheduled day off. Shifts will be worked in a continuous period except for meal breaks and will not be "split".

21.02

An employee retained more than six (6) minutes beyond the end of the shift to provide service to customers on delayed airline flights shall be paid not less than one-half (1/2) hour at the applicable rate of pay.

21.03

Employees will work shifts that have various starting times.

21.04

All time worked on a Statutory Holiday or an equivalent day off shall be paid at one and one-half (1 1/2x) the regular hourly rate for the hours worked in addition to the holiday pay.

21.05

When possible, the Employer will notify affected employees for overtime not later than the second hour of their shift on the day overtime is required.

21.06

Employees called out to work outside their regular shift or who are called in during scheduled days off, vacations or Statutory Holidays, will receive a minimum of four (4) hours pay at overtime rates provided the employee reports for such work.

21.07

Continuous time-off between completion of a shift and/or overtime following a shift and the commencement of any following shift shall be not less than nine (9) hours or, failing this, the second shift shall be considered overtime and paid at the overtime rate in addition to regular salary, except where the selection of shift by employees is involved.

21.08

The Employer will define and establish the procedure for authorization of overtime in accordance with the terms and conditions of this Agreement.

21.09

Banking and Scheduling Overtime

- (a) Employees who work overtime may elect to take time off in lieu of overtime pay. The length of time off with pay will be the straight time equivalent to the overtime earnings. Employees shall give notice, by no later than the cut off date for the next regular pay, of their intention to accumulate time off under this Clause 21.09, and may bank up to a maximum of forty (40) hours in any six (6) month period.

- (b) Time off accumulated under this Clause 21.09 must be taken at a time mutually agreed with the employer, and approval of such requests will only be withheld due to bona fide operational requirements. An Employee shall submit his or her request in writing a minimum of ten (10) calendar days in advance of the date(s) requested, and the Employer shall provide a written response within five (5) calendar days of receipt of the Employee's written request.
- (c) An Employee must take accumulated time off within six (6) months of the date the overtime was worked. If an Employee fails to take the requisite time off within the six (6) month time period, the Employer shall have the right to pay out the accumulated time off.
- (d) An employee may schedule accumulated time off in conjunction with his or her vacation selection. When such time off is to be scheduled in conjunction with annual vacation, the provisions of Clause 24.04 shall apply.
- (e) Where scheduling conflicts arise with respect to the scheduling of annual vacation and accumulated time off, seniority will prevail.

21.10

Overtime will be offered in an equitable manner among the employees in a classification who are able to perform the work. In the event overtime commitments cannot be met on a voluntary basis, the qualified employee(s) with least seniority will be selected, subject to the notice required by 21.05.

21.11

Paid sick leave or extended sick leave beyond paid entitlement shall not affect overtime pay earned during a regular work day or work week during which such leave occurred.

21.12

The Parties agree that the Company will pay a premium of an additional two (2) hours pay, at the employees regular hourly rate of pay, per shift (until employee returns to their regular shift) if an employee is called to work outside their regular shift, provided however, the employee receives less than twenty-four (24) hours notice to report to a different shift.

21.13

Voluntary Overtime

Employees Who Are Exempt From Overtime Scheduling

Employees who are on vacation or any leave of absence under this Agreement shall not be subject to any overtime scheduling unless otherwise agreed to by the employee.

21.14

Overtime Meal Provisions

Effective upon ratification, where an employee is required to work two (2) hours or more after his regular shift, a one-half (1/2) hour unpaid meal period will be allowed and the employee will be provided with a fifteen dollar (\$15.00) meal allowance.

21.15 Transportation Home When Unscheduled Overtime Worked

Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, provide or pay reasonable costs for alternate transportation to the employee's home under the following conditions:

- (a) provided that normal means of transportation is not available;
- (b) where an employee is in a car pool arrangement, "normal means of transportation" shall be deemed to include the car pool;
- (c) for the purposes of this Clause 21.15, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by the Employer during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

21.16 Travel Time

All time spent travelling by Employees, by any means of travel, in the course of their employment, either before, during or after their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer at the applicable rate(s) of pay as prescribed by this Agreement, save and except that the time spent by an Employee travelling directly between his or her permanent headquarters and the employee's home shall be unpaid time. For greater clarity and certainty, it is also agreed that under circumstances where an Employee is given reasonable advance notice by the Employer that on a given day the Employee is to report to work at a work location other than his or her normal work location, then time spent on that day by the Employee travelling between (to and from) his or her home and the changed work location shall be considered unpaid travel time.

ARTICLE 22 - HEADQUARTERS - TRAVELLING ALLOWANCE

22.01 Headquarters

(a) Permanent Headquarters

Each employee shall have a designated permanent headquarters.

(b) Temporary Headquarters

An employee's temporary headquarters, when applicable, shall be a work location other than an employee's permanent headquarters when due to commuting distance requires the employee to remain absent from his personal residence over night.

22.02 Travelling Allowance

Travelling allowance shall be paid in accordance with Hertz Corporate Policy.

22.03 Personal Vehicle

Personal vehicles shall not be used for business.

22.04 Free Parking At Employer Workplaces

The Employer shall provide or pay for parking, at each workplace, at no cost to the Employees, for Employees who use their personal vehicles for transportation to travel between their homes and their workplace.

- (a) Employees working on Airport property shall be required to follow all YVR parking regulations and to park only in areas designated by the YVR Airport Authority, or their successors, as Employee Parking Lots.
- (b) Employees working at all Off-Airport locations shall be required to park in areas designated for Employee parking by the Employer.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01

The Employer agrees to provide all regular employees with the following Statutory Holidays, without loss of pay:

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

and any other day that may be stated a gazetted public holiday by the Provincial and/or Federal Government or as passed by Order-in-Council.

In addition to the above-listed Statutory Holidays, all regular employees shall receive Easter Monday and Boxing Day as a holiday under the same terms and conditions set forth in Article 23.

23.02

Effective 11/1/83, a floating holiday for all regular employees with one (1) or more years of continuous service shall be given provided the Employer has two (2) weeks notice and there is no more than one employee off on any given day. Such day shall be granted on a first asked, first given basis. Should the Employer desire to relax the requirements of this paragraph, they may do so at their discretion.

23.03

In the event any of the holidays enumerated in 23.01 above, occur during the period of an employee's vacation, scheduled days off or accumulate Statutory Holiday period, an additional day(s) vacation with pay will be allowed for each holiday so occurring or by agreement of the Employer, the extra day can be given in wages.

23.04

Employees who are scheduled for time off on a Statutory Holiday or a day off in lieu of a Statutory Holiday will receive normal straight time earnings for these days provided that on the working day immediately before and on the working day immediately following the holiday he was at work or on sick leave or on annual vacation or on any other approved leave of absence.

23.05

Pay For Statutory Holiday

Employees whose regular shift(s) require them to work on Statutory Holidays provided herein will be paid at one and one-half (1 1/2 x) times their regular hourly rate for the time worked in addition to their regular salary. At the Employee's option, he/she may be paid out for or bank equivalent time off for all hours in excess of his/her regular shift. Such equivalent time off shall be combined with any overtime hours banked in accordance with Clause 21.09, and shall be scheduled at a time mutually agreed between the Employee and the Employer. The Employer agrees that on Statutory Holidays, the staffing of Employees will only be the minimum crew required to operate the business.

23.06

Work On A Statutory Holiday

Employees whose regular shift does not require them to work on a Statutory Holiday provided herein but who are called in to work on a Statutory Holiday, shall be paid in accordance with the overtime provisions of Article 21 in addition to their regular salary.

ARTICLE 24 - VACATIONS AND VACATION PAY

24.01

Basis for Earning and Using Vacation Entitlement

The calendar year will govern attainment and entitlement of vacation. While an employee shall earn annual vacation entitlement for any calendar year only on reaching the employee's anniversary date, employees with at least one year of service are eligible to take an advance on their vacation earnings within the same calendar year. An advance allows eligible employees to use all or part of their annual vacation allotment at any time during the calendar year provided the advance is scheduled and take in accordance with the terms and requirements set forth in Article 24. In the event of termination of employment, be it voluntary or involuntary, an employee who had been granted advance vacation pay must repay the Company, typically in the form of a deduction from his/her final paycheque, the amount of any unearned advance vacation pay.

24.02

Vacation Days Entitlement

All employees shall be entitled to:

- (a) Ten (10) working days vacation after one (1) or more years of employment.
- (b) Fifteen (15) working days vacation after three (3) or more years of employment.

- (c) Twenty (20) working days vacation after ten (10) or more years of employment.
- (d) Twenty-five (25) working days vacation after sixteen (16) or more years of employment.

24.03 Vacation Pay

Vacation pay will be at the current regular salary or at 4% or 6% or 8% or 10% of gross salary for the period in which vacation was earned for ten (10), fifteen (15), twenty (20), or twenty-five (25) days vacation respectively, whichever is greater.

24.04 Vacation Selection

(a) (i) Subject to Operational Requirements

Selection of vacation periods under this Agreement shall be subject to the Employer's operational requirements, which right the Employer must invoke prior to any vacation selection process in Article 24.04(d). Subject to clause (ii) immediately below, the Employer therefore retains the right, having regard to its *bona fide* operational requirements and its collective agreement obligations in Article 23.05 and elsewhere, to impose limits on vacations.

(ii) Maximum Limits on Vacations

Such limits may be less restrictive but shall not be more restrictive than the following:

- (1) from July 1 to the day after Labour Day, no employee in the HIR classification may take vacation;
- (2) from September 15 to October 31, no employees in the Shop (i.e., Mechanic, Utility Person or Utility Assistant) may take vacation; and
- (3) at any time in all other classifications/areas of operation, only one employee at a time may take vacation.

(b) Vacation Selection By Seniority

Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement.

(c) Only One (1) Period of Vacation To Be Selected At A Time

Only one (1) vacation period per employee shall be selected by seniority until all employees have selected one (1) period. Subsequent to all employees selecting one vacation period, employees who have chosen to take their vacation in split periods in accordance with Clause 24.04(e) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated for subsequent periods until all periods are chosen.

(d) When Vacation Selection is To Occur

- (i) Scheduling of vacation pursuant to this provision shall be undertaken once in each calendar year for vacations to be taken during the next calendar year.
- (ii) It is agreed the Employer's operational requirements shall be set out in the vacation bid calendar on which employees select their vacation. This vacation bid calendar shall be posted no later than November 15.
- (iii) Vacation selection by seniority in the employee's classification shall commence no later than November 15. Vacation selection shall be completed by December 15 of the prior year unless an extension is mutually agreed between the Employer and the Union.
- (iv) The senior employee who has not bid will be given 48 hours to select one vacation period of consecutive weeks. A senior employee who fails to make a selection within the 48 hours shall be moved to the bottom of the seniority list and shall not have the opportunity to select again until after all other employees in the classification have had the opportunity to select.
- (v) Subject to Article 24.04(f), if an employee does not select the employee's entire vacation entitlement, the Employer shall schedule the remaining entitlement and notify the employee before the end of January in the year the vacation must be taken.

(e) Split Vacations

Vacations may be taken in split periods. Subject to Article 24.04(f), no such split period of vacation shall be less than one (1) working week. A working week for this purpose is the workweek from Friday to Thursday.

(f) Vacation Days

An employee may elect to take up to five (5) days of his or her vacation allowance in periods of less than one (1) week. It is agreed that if an employee elects not to schedule up to 5 days during the vacation scheduling process from November 15 to December 31, none of the 5 days may be scheduled from July 1 to the day after Labour Day. The days shall be scheduled at any other time of the year as follows:

- (i) the employee shall give the Employer 7 days' notice of the day or days the employee wishes to take as vacation.
- (ii) the Employer shall approve such requests on a "first requested, first approved" basis, according to the Employer's operational needs at the time.
- (iii) any of the five (5) days not scheduled by March 15 shall be scheduled by the Employer and taken before the end of the calendar year.

- (iv) the booking of these dates will be subject to the Employer's operational requirements at that time.
- (v) it is agreed that, except in connection with the (up to) 5 days not scheduled during the vacation scheduling process from November 15 to December 31, banked time and float days shall not be added to vacation time for scheduling purposes. Where possible, banked time may be scheduled in conjunction with the (up to) 5 days.
- (vi) it is agreed that the scheduling of vacations shall take priority over the scheduling of banked time or float days (i.e. all vacation time must be scheduled prior to scheduling any banked time or float days for an employee).

24.05 Vacation Schedule Change

An employee's vacation period, scheduled in accord with the provisions of this agreement, shall not be subject to change by the Employer except for the vacation periods of employees who are promoted, bumped, or recalled. The Employer's decision to change a vacation in such cases shall be exercised reasonably, taking in to account the following factors: 1) bona fide operation requirements, 2) the impact of a vacation change on the Employee and his or her family, and 3) the impact of a vacation change on the vacation schedule of more senior employees. No vacations shall be changed as a result of actions exercised under this article without advance notification to the Union.

24.06 Pro-ration of Vacation Entitlement

- (a) Approved absences paid for by the Employer, including annual vacation, and absences due to leave for Union business or Maternity Leave or absences as a result of an injury covered by Workers' Compensation shall not reduce an employee's vacation entitlements in the subsequent calendar year.
- (b) Where an accumulation of absences due to sick leave exceeds six (6) calendar months in any calendar year, vacation entitlement in the following calendar year will be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) calendar months.
- (c) Where an accumulation of absences, other than those stipulated in Clause(s) 24.06 (a) and (b) exceeds three (3) calendar months in any calendar year, vacation entitlement in the following calendar year will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) calendar months.

24.07 Termination of Employment

- (a) An Employee who terminates for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken as provided for under this Article.

- (b) In the event that an Employee dies while employed by the Employer, such employee's vacation entitlements, including any banked vacation entitlements, shall be paid to the employee's named beneficiary, or where there is no named beneficiary, to the employee's estate.

ARTICLE 25 - MEDICAL CERTIFICATES AND EXAMINATIONS

25.01 Medical Certificates

An Employee may be required by the Employer to produce a certificate from a medical practitioner of the Employee's choice for any pattern of absences and/or one (1) absence due to illness or injury which is in excess of three (3) consecutive working days, certifying that the Employee was absent due to illness or injury. Diagnostic information with respect to the illness or injury will not be required. The Employer shall give reasonable notice to any Employee thus required to produce a medical certificate.

A patterned absence is defined, by way of examples, as unscheduled absences the day before or after a scheduled holiday, vacation, or personal day; on a desirable day off, a specific day of the week, or a weekend.

25.02 Confidentiality of Medical Information

The Employer and any Union Representative who have access to medical information pertaining to any Employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

25.03 Costs Borne By The Employer

The costs for obtaining any medical certificate, examination or report requested by the Employer shall be borne by the Employer.

ARTICLE 26 - SICK PAY

26.01

- (a) All regular employees who have one (1) years' seniority or more shall be paid their regular straight time pay for each absence as a result of a bona fide illness or accident up to a maximum of nine (9) days per calendar year, effective January 1, 2018 the maximum of nine (9) days per calendar will be increased to a maximum of ten (10) days per calendar year. An employee shall be eligible to utilize up to two (2) of the ten (10) days in the event of illness of a dependent child.
- (b) A new regular employee who has not obtained one (1) year of seniority will receive pro-rata sick days with pay to the balance of the calendar year and thereafter shall be entitled to the ten (10) days effective January 1, 2018. The pro-rata share is based on three (3) month waiting period then one (1) day for each month worked. There are no partial days.

- (c) Payment for unused days will be paid the second pay period in December. Employees whose current sick pay has expired will receive two (2) additional days of sick pay when they go on the Weekly Indemnity Plan. Upon termination of employment, no earned, unused sick day payments shall be made.
- (d) The Weekly Indemnity Plan will provide the employee with two-thirds (2/3rds) of their gross pay up to a maximum of two hundred and fifty dollars (\$250.00) per week for a period up to twenty-six (26) weeks. The Company shall pay the premium costs of the Weekly Indemnity Plan.

ARTICLE 27 - MATERNITY/ADOPTION/PARENTAL LEAVE OF ABSENCE

27.01 Pregnancy Leave

- (1) A pregnant employee will be granted up to seventeen (17) consecutive weeks of unpaid leave:
 - (a) beginning
 - (i) no earlier than 11 (eleven) weeks before the expected birth date and
 - (ii) no later than the date of the actual birth; and
 - (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An employee who requests a leave after the birth of a child or the termination of a pregnancy will be granted a leave of absence without pay of up to six (6) consecutive weeks beginning on the date of the birth or the termination of the pregnancy.
- (3) An employee will be granted up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of her pregnancy, she is unable to return to work when her leave pursuant to Clause 27.01 1) or Clause 27.01 2).
- (4) A request for leave under this section must
 - (a) be given in writing to the Employer,
 - (b) if the request is made during the pregnancy, be given not less than four (4) weeks before the day the employee proposes to commence her leave, and
 - (c) must be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Clause 27.01 3).

- (5) A request for a shorter period under Clause 27.01 1)(b)(i) must
 - (a) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - (b) be accompanied by a medical practitioner's certificate stating that the employee is able to resume work.

27.02

Adoption Leave

Adoption Leave shall be granted in accordance with the Employment Standards Act of British Columbia and requests for extensions of such leave shall not be unreasonably denied.

27.03

Parental Leave

- (1) An employee who requests parental leave under this section will be granted a leave of absence without pay:
 - (a) for a birth mother who takes leave under Clause 27.01 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks beginning immediately after the end of the leave taken under Clause 27.01 unless the Employer and the employee agree otherwise,
 - (b) for a birth mother who does not take leave under Clause 27.01 in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee will be granted up to five (5) additional weeks of unpaid leave beginning immediately after the end of the leave of absence taken under Clause 27.03 (1).
- (3) A request for leave must:
 - (a) be given in writing
 - (b) if the request is for leave under 27.03 (1) (a) or (b), be given to the Employer not less than four (4) weeks before the employee proposes to commence the leave of absence, and
 - (c) be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

- (4) An employee's combined entitlement to leave under Clause 27.01 and this Clause 27.03 is limited to fifty-two (52) weeks plus any additional leave to which the employee is entitled under Clause 27.01 (3) or Clause 27.03 (2).

ARTICLE 28 - ADDITIONAL LEAVES OF ABSENCE

28.01

Leave of Absence with pay will be granted to regular employees for the following reasons:

- (a) To appear in court as a witness on behalf of and at the request of the Employer.
- (b) In the event of death in an employee's family (which is defined as grandparents, parents, parents-in-law; brother or sister; step parents, current parent in-laws; step brother/sister; any relative for which the employee has been appointed legal guardian.) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.

In the event of death in an employee's immediate family (which is defined as spouse, qualified domestic partner, child and step-child) the employee shall be entitled to be absent from work for a period up to but not more than five (5) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.

Effective upon ratification.

- (c) Employees who are required to serve on a jury shall be granted an excused absence for such time as is needed in connection with jury duty. The Employer agrees to pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service. Any day an employee is not required to serve on a jury panel, or when he is relieved for the day, he shall call the Employer and shall make himself available for work.

28.02

A leave of absence without pay for personal reasons, normally not to exceed thirty (30) calendar days, may be granted by the Employer at its discretion for a legitimate reason provided the requirements of the operation permit. Such leave of absence may be renewed at thirty (30) calendar day intervals for a period of up to six (6) months. Seniority will accumulate during the leave. The Union will be advised of such leave at the time it is to go into effect.

28.03 Employee Entitlements During Leaves of Absence

- (a) An employee granted any leave of absence, or extension, pursuant to this Agreement shall be kept "whole" in all respects under this Agreement including, but not limited to, seniority, service and vacation accrual; the right to apply for job postings; benefit plan coverage and all other rights, obligations and entitlements as if he or she has remained working for the duration of the leave of absence, including any extension hereto, unless this Agreement expressly provides otherwise. For example, it is understood and agreed that if the leave of absence is unpaid, the relevant salary provisions of this Agreement shall not apply during the leave of absence.
- (b) Upon completion of any leave of absence granted pursuant to this Agreement, the employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, unless in the interim he or she has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.

28.04 Failure to Return to Work on Completion of Leave

An employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the employee does not provide reasonable grounds for the delay, the employee shall be subject to discipline up to and including discharge or termination.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 Statutory Compliance

The Employer shall provide a work environment which is in compliance with all applicable legislation governing the workplace with respect to the health and safety of the employees.

29.02 Employer Policy

- (a) As Occupational Health and Safety are integral to the Employer's commitment to employees, its operations and success, the Employer will make every effort to prevent accidents and protect the health and safety of employees. In this regard, the Employer will maintain a formal Policy governing Safety and Occupational Health during the term of this Agreement.

- (b) The Employer shall provide the Union and each employee with a current copy of its Occupational Health and Safety Policy.
- (c) Procedures related to the responsibilities of all Parties, and administration and application of the Employer's Occupation Health and Safety Policy, including the establishment of Safety Training Programs, shall be prepared and/or developed by the Departmental Health and Safety Committee for approval by the Employer.
- (d) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union.
- (e) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending Health and Safety Committee meetings or other functions related to Committee activities as designated and approved by the Committee.

29.03 Safety Equipment, Appliances and Clothing

- (a) The Employer shall supply, at no cost to the employees, such equipment, appliances and/or clothing as deemed necessary and reasonable to ensure the occupational health and safety of employees. Such items provided by the Employer shall remain the property of the Employer and shall be returned to the Employer on termination of employment.
- (b) In addition to the above, the Employer will pay to employees required to wear safety footwear up to two hundred dollars (\$200.00) per year for safety footwear to be worn in the performance of work duties. To be eligible for such reimbursement, an eligible employee must provide the Employer with an acceptable receipt of purchase for such footwear.

29.04 Industrial First Aid Certification Premium

- (a) Employees required to possess and Industrial First Aid Ticket and who are designated as First Aid Attendants shall be paid by the Employer a monthly premium as follows, based on the grade of ticket which they hold:

<i>Grade of W.C.B. First Aid Ticket</i>	<i>Monthly Premium</i>
Level 1T	\$ 24.45
Level 2	\$ 65.20
Level 2T*	\$ 89.65
Level 3	\$130.40
<i>*with transportation endorsement</i>	

- (b) Employees required to possess an Industrial First Aid Ticket and who are designated as First Aid Attendants shall receive their full monthly premium while on approved leave of absence or while on vacation.

29.05 Video Display Terminals

A pregnant employee shall have the option not to continue monitoring video display terminals. If an employee elects not to monitor such video display terminals, and if other work at the same or lower level is available, the employee shall be reassigned to such work during the term of the pregnancy.

ARTICLE 30 - WORKERS' COMPENSATION SUPPLEMENT

30.01 Leave of Absence

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation, which time shall be deemed to be time worked. During such leave of absence the employee shall continue to accrue seniority.

ARTICLE 31 - BENEFIT PLANS

31.01 Medical Coverage and Extended Health Benefits

- (a) All Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week, and their spouse including common-law spouses and dependent children under twenty one (21) years of age, shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- (b) In addition to the above, eligible Employees as defined above shall also be covered by an Extended Health Care Plan similar to that offered by Medical Services Association as outlined in the Benefits Plan Booklet. The Plan will pay one hundred (100%) percent of all eligible expenses.
- (c) Eligible new Employees are covered effective the first day of the calendar month following three (3) months of continuous service.
- (d) Premiums for both Plans as defined in Clause 31.01(a) and 31.01 (b) will be paid by the Employer. Participation in the Plans is a condition of employment for all new Employees as described above; however, Employees covered by other medical plans may elect not to be covered by the above-noted Plans of the Employer.
- (e) The Employer will provide a direct pay card to all eligible employees.

31.02 Group Life Insurance

The Employer will continue to provide all Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week, with life insurance benefits under the terms of the Group Life Insurance Policy. Coverage will be effective on the first day of the calendar month following three (3) months of continuous service as follows:

- (a) The life insurance benefit is equal to one (1) times the employee's annual salary, rounded to the next higher one thousand dollars (\$1,000) if not already a multiple of one thousand dollars (\$1,000) or for an amount of twenty five thousand dollars (\$25,000) whichever is the greater. Employees will be permitted to purchase additional coverage at the company's preferred rate.
- (b) For purposes of determining an employee's group life insurance coverage, "annual earnings" shall be computed semi-annually and shall be based on salary scales actually in effect on January 1st and July 1st each year.
- (c) The Employer shall contribute one hundred percent (100%) of the cost of the policy.

31.03 Dental Plan

- (a) All Employees except Casual Employees and Part Time Regular Employees regularly working twenty four (24) hours or less in any given calendar week, their spouses, including common-law spouses and dependent children up to twenty-one (21) years shall be eligible for coverage under the Employer's Dental Plan on the first day of the calendar month following three (3) months of continuous service. The Dental Plan shall include the following:
 - (i) Plan A 100% payment of fees
 - (ii) Plan B 60% co-insurance
 - (iii) Plan C 50% co-insurance to a lifetime maximum of one thousand two hundred and fifty dollars (\$1,250.00) per person enrolled in the Plan.

Payment of benefits under the Plan is based on the current B.C. College of Dental Surgeons Schedule of Fees. The annual limit per person enrolled in the Plan under Plan A and Plan B shall be one thousand five hundred dollars (\$1500.00) per annum.

- (b) The premium for such Plans shall be paid one hundred percent (100%) by the Employer.

31.04 Vision Care

The Employer shall provide vision care coverage that will provide all Employees except Casual Employees and Part Time Regular Employees regularly working twenty four (24) hours or less in any given calendar week, their spouses, including common-law spouses and dependent children up to twenty-one (21) years the first day of the calendar month following three (3) months of continuous service as follows:

- (1) Corrective lenses and frames or Contact lenses to a maximum of two hundred dollars (\$200.00) per person enrolled in the Plan each twenty-four (24) month period. Effective upon the ratification of the successor to the parties' 2010-2013 Collective Agreement, the maximum will be increased to three hundred dollars (\$300.00) under the same terms and conditions set forth herein.
- (2) Employees will be covered for one eye examination each twenty four (24) month period.

31.05 Hearing Aid

The Employer shall provide hearing aid coverage that will provide all Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week, their spouse, including common-law spouse and dependent children up to twenty-one (21) years of age the first day of the calendar month following three (3) months of continuous service as follows:

Hearing aid coverage to a maximum of four hundred dollars (\$400.00) per person enrolled in the Plan each sixty (60) month period.

31.06 Pension Plan

The Employer shall continue the present Pension Plan during the term of this Agreement and such Plan shall be deemed to form part of this Collective Agreement. The Annual reports of the Auditor and Actuary shall be forwarded to the Union as soon as possible after they are received by the Employer.

31.07 Travel Medical Insurance

Full Time Regular and Part Time Regular employees will be covered under a Travel Medical Insurance Plan for amounts in accordance with the Company procedures against death or injury sustained while travelling on Company business.

31.08 Details About Benefit Plans

- (a) Details about the Plans referred to in this Article are provided in the Employer's Benefit Brochure dated – renewal date – 01/01/2000 – and such benefits shall not be less favourable than the benefits in effect as of that date.
- (b) The Employer agrees to provide the Union with a copy of each contract entered into with the insurance carrier or any other third party providing any of the Benefit Plan(s) coverage referred to in this Article and any subsequent amendments made to each such plan. Each such contract, and any amendments thereto, shall be deemed to be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply. Accordingly, any disputes with respect to any of the Benefit Plans referred to in this Agreement shall be subject to resolution in accordance with the grievance and arbitration procedures contained in this Agreement.

31.09 Benefit Plans Coverage While on Vacation or Leave of Absence

- (a) Benefit Plans coverage under this Agreement shall continue in full for all eligible employees while they are on vacation or any paid leave of absence.
- (b) A regular employee on leave of absence without pay for a period of more than thirty (30) consecutive calendar days shall be required after the first thirty (30) calendar days of such leave to pay the whole cost of the applicable benefit coverage for the remainder of his or her unpaid leave of absence, except that the Employer will maintain and pay the entire cost of the Employee's benefits if required under Federal or Provincial law.

31.10 Accidental Death And Dismemberment Insurance Plan

The Employer will continue to provide all Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week with Accidental Death and Dismemberment Insurance benefits under the terms of the applicable insurance policy. Coverage will be effective on the first day of the calendar month following three (3) months of continuous service as follows:

- (a) The Accidental Death And Dismemberment Insurance Plan will provide twenty-four (24) hour coverage and payments based on a principle amount which is equal to one (1) times the employee's annual salary, rounded to the next higher one thousand dollars (\$1,000) if not already a multiple of one thousand dollars (\$1,000) or for an amount of twenty five thousand (\$25,000) whichever is the greater. Employees will be permitted to purchase additional coverage at the company's preferred rate.
- (b) For purposes of determining an Employee's Accidental Death And Dismemberment Insurance Plan coverage, "annual earnings" shall be computed semi-annually and shall be based on salary scales actually in effect on January 1st and July 1st each year.
- (c) The Employer shall contribute one hundred percent (100%) of the cost of the policy.

31.11 Extended Health Care Benefits

Short/Long Term Disability Plan (Income Protection Plan)

The income protection plan is designed to provide the employee and members of the employees' family with a source of continued income during a prolonged sickness or disability.

Eligibility: Compulsory for all employees that have completed three (3) continuous months(s) of service, except Casual Employees and Part-time Regular Employees working twenty (24) hours or less in any given calendar week.

[For coverage, see the Plan.]

The employer pays 100% of the cost of the premiums for the Short Term Disability Plan. The employee(s) pays 100% of the cost of the premiums for the Long Term Disability Plan.

ARTICLE 32 - LABOUR - MANAGEMENT RELATIONS

32.01 Labour/Management Committee

The Employer and the Union hereby agree to establish a joint Labour/Management Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives.

32.02 Objective of Committee

- (a) The objective of this Committee will be to discuss and to attempt to resolve problems and complaints affecting either Party to this Agreement in a cooperative endeavour to promote harmonious relations between the Employer, the employees and the Union.
- (b) Subjects discussed by the Committee will not include any matter being processed under the Grievance or Arbitration procedures contained in this Agreement, unless mutually agreed to by the Parties.

32.03 Committee Meetings

- (a) The Committee shall meet on an as needed basis, but not more than once per month.
- (b) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.
- (c) Attendance by any employee at any meeting of the Committee, or performing any other functions related to Committee activities as designated and approved by the Committee, shall be deemed to be time worked and requests for such time off shall not be unreasonably denied. Under these circumstances, an employee shall receive all pay and all other rights and entitlements under this Agreement as if he had remained working.

32.04 Selection of Chairperson

Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.

32.05 Minutes of Meeting

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the Employer and the Union.

ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM

33.01 Purpose

- (a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.
- (b) The purpose of the Employee Assistance Program shall also be to provide employees with every opportunity under this Article to resolve problems of a personal nature which are adversely affecting their work attendance, job performance or behaviour while at work before any disciplinary or discharge action is taken by the Employer.

33.02 Nature of Program

The Employer shall provide a mutually acceptable Employee Assistance Program using an independent, neutral third party to provide the service(s). The contract for such service(s) and any change(s) thereto shall be subject to approval by the Union. The Employer shall provide each employee and the Union with a copy of this EAP contract.

33.03 Participation

All employees shall be eligible for participation in the Employee Assistance Program. An employee may participate on a voluntary basis, or mandatorily as described in Clause 33.04 below.

33.04 Employer Initiated Referral

An employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union representative. In the event of an Employer initiated referral, an employee shall only be subject to discipline, discharge or termination by the Employer in relation to his or her attendance, job performance or behaviour while at work if he or she refuses to participate in the Employee Assistance Program, and any such discipline, discharge or termination must be for "just cause".

33.05 Time Off Work

- (a) An employee shall be given an unpaid leave of absence while participating in any treatment program under the Employee Assistance Program. During such period of time the Employee shall not be paid; however, in all other respects the Employee shall be kept "whole" with respect to all seniority, benefits and other rights and entitlements which would accrue under this Agreement had the employee remained working. Notwithstanding anything, if an Employee who is participating in any treatment program under the Employee Assistance Program is entitled to any compensation including, but not limited to, wage payment, or payment-in-lieu, under any of the other benefit provided by this Agreement, then such compensation provisions shall apply and prevail.
- (b) Employee shall be entitled to paid time off work for the purposes of the initial EAP consultation, as opposed to EAP treatment programs which are to be taken as unpaid time off work per Clause 33.05(a) above.

33.06 Privacy And Confidentiality

- (a) The Parties agree that the Employee Assistance Program shall not operate so as to invade the privacy of any employee, except with the employee's consent and where attendance, job performance or behaviour while at work is identified as a problem.
- (b) All information related to an employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an employee as evidence in any arbitration.

33.07 Funding

All cost related to establishing and functioning of the Employee Assistance Program shall be borne by the Employer.

ARTICLE 34 - SAVINGS PROVISIONS

34.01 Government Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation:

- (a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 34.01(a) above.

- (c) If mutual agreement cannot be reached as provided in Clause 34.01(b) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

ARTICLE 35 - TERM OF AGREEMENT

35.01 Duration

Three (3) year term

This Agreement shall be binding and remain in full force and effect to midnight **31 October 2019** and thereafter in accordance with this Article.

35.02 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other party on or after the 30th day of June 2019.
- (b) Where no notice is given by either Party prior to the 31st day of October 2016, both Parties shall be deemed to have given notice under this Clause on the 31st day of October 2019, and thereupon Clause 35.03 applies.

35.03 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 35.02 above, the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

35.04 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

35.05 Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

35.06 Effective Date of Agreement

The provisions of this Agreement shall come into force and effect on the date of ratification of this Agreement.

35.07 Exclusion of Operation: Section 50(2), Labour Relations Act

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Act of British Columbia and any subsequent equivalent legislative provisions.

Signed at Burnaby, B.C. this day of , 2017.

For the Employer - Hertz Canada Ltd.



David M. Stanton
Sr. Human Resources Business Partner

For the Union – COPE local 378



Cathy Hirani
Union Representative

Luis Gonzales
Bargaining Committee

Sunil Nand
Bargaining Committee

John Gilliver
Bargaining Committee

Raj Muni
Bargaining Committee

Ali Mahdi
Bargaining Committee

George Misa
Bargaining Committee

APPENDIX "A"
SALARY SCALES & ALLOWANCES
Job Grouping(s)/Title(s)

		3%	3.25%	3%
	1-Nov-15	1-Nov-16	1-Nov-17	1-Nov-18
Mechanic	<u>\$35.94</u>	<u>\$37.02</u>	<u>\$38.22</u>	<u>\$39.37</u>
Utility Person	<u>\$27.34</u>	<u>\$28.16</u>	<u>\$29.08</u>	<u>\$29.95</u>
Customer Service Representative And Location Representative				
Start	<u>\$15.06</u>	<u>\$15.51</u>	<u>\$16.01</u>	<u>\$16.49</u>
Months 6	<u>\$16.82</u>	<u>\$17.32</u>	<u>\$17.88</u>	<u>\$18.42</u>
Months 12	<u>\$18.57</u>	<u>\$19.13</u>	<u>\$19.75</u>	<u>\$20.34</u>
Months 24	<u>\$20.31</u>	<u>\$20.92</u>	<u>\$21.60</u>	<u>\$22.25</u>
Months 36	<u>\$22.05</u>	<u>\$22.71</u>	<u>\$23.45</u>	<u>\$24.15</u>
Months 48	<u>\$23.81</u>	<u>\$24.52</u>	<u>\$25.32</u>	<u>\$26.08</u>
Hand-Held Instant Return Representative (HIR)				
Start	<u>\$14.91</u>	<u>\$15.36</u>	<u>\$15.86</u>	<u>\$16.34</u>
Months 6	<u>\$16.65</u>	<u>\$17.15</u>	<u>\$17.71</u>	<u>\$18.24</u>
Months 12	<u>\$18.38</u>	<u>\$18.93</u>	<u>\$19.55</u>	<u>\$20.14</u>
Months 24	<u>\$20.11</u>	<u>\$20.71</u>	<u>\$21.39</u>	<u>\$22.03</u>
Months 36	<u>\$21.85</u>	<u>\$22.51</u>	<u>\$23.24</u>	<u>\$23.94</u>
Months 48	<u>\$23.58</u>	<u>\$24.29</u>	<u>\$25.08</u>	<u>\$25.83</u>
Vehicle Service Attendant				
Start	<u>\$14.65</u>	<u>\$15.09</u>	<u>\$15.58</u>	<u>\$16.05</u>
Months 6	<u>\$16.40</u>	<u>\$16.89</u>	<u>\$17.44</u>	<u>\$17.96</u>
Months 12	<u>\$18.12</u>	<u>\$18.66</u>	<u>\$19.27</u>	<u>\$19.85</u>
Months 24	<u>\$19.87</u>	<u>\$20.47</u>	<u>\$21.14</u>	<u>\$21.77</u>
Months 36	<u>\$21.61</u>	<u>\$22.26</u>	<u>\$22.98</u>	<u>\$23.67</u>
Months 48	<u>\$23.34</u>	<u>\$24.04</u>	<u>\$24.82</u>	<u>\$25.56</u>

Driver

Start	<u>\$14.57</u>	<u>\$15.01</u>	<u>\$15.50</u>	<u>\$15.97</u>
Months 6	<u>\$14.66</u>	<u>\$15.10</u>	<u>\$15.59</u>	<u>\$16.06</u>
Months 12	<u>\$14.77</u>	<u>\$15.21</u>	<u>\$15.70</u>	<u>\$16.17</u>
Months 24	<u>\$14.87</u>	<u>\$15.32</u>	<u>\$15.81</u>	<u>\$16.29</u>
Months 36	<u>\$14.95</u>	<u>\$15.40</u>	<u>\$15.90</u>	<u>\$16.38</u>
Months 48	<u>\$15.05</u>	<u>\$15.50</u>	<u>\$16.00</u>	<u>\$16.48</u>

Premium Rate And Acting Pay

1. Any employee acting in the capacity of **UTILITY ASSISTANT** as assigned by the Company shall receive one dollar (\$1.00) per hour added to the Vehicle Service Attendant rate for all hours worked in such capacity.
2. The premium payment for **LEAD CUSTOMER SERVICE REPRESENTATIVE AND LEAD VEHICLE SERVICE ATTENDANT** shall be one dollar (\$1.00) per hour added to their current rate for all hours worked in such capacity.
3. The premium pay for the **COURTESY VAN DRIVER**, a temporary position that coincides with the Cruise Ship season at the Port of Vancouver for the duration of the cruise ship season shall be one dollar (\$1.00) per hour added to the Driver rate of pay. The parties agree that regular employees who are successful applicants to this position will have a vested right to return to their regular position at the conclusion of this temporary position.

APPENDIX "B" PENSION PLAN

JOINING THE PENSION PLAN

Hertz Canada Ltd's Pension Plan is offered to Full Time Regular Employees after twelve (12) months' continuous employment. Participation in the Pension Plan is optional.

CONTRIBUTIONS

Employees can contribute to the Plan, with Hertz Canada Ltd. matching the employee's contribution, based on the following formula:

Years of Service	Contribution Percentage
<u>One (1) to five (5) years</u>	Employee may contribute between one (1) to four (4) percent of earnings (<u>whole percentage selection only</u>)
<u>More than five (5) years</u>	Employees may contribute between one (1) to five (5) percent of earnings (<u>whole percentage selection only</u>)

Additional contributions are not permitted.

VESTING

All contributions are locked in and vested immediately.

BENEFITS ON RETIREMENT

The normal retirement age is sixty-five (65) however early retirement is permitted at age fifty-five (55). The normal form of pension income is paid as a "Joint and Survivor" benefit, which means the monthly pension benefit is an equal amount paid to you, for you and your spouse's entire lifetime.

BENEFICIARY

Legislation requires the Beneficiary Designation to be the Plan Member's legal spouse. Where an Employee does not have a spouse and/or does not designate a beneficiary, the death benefit will be paid in a lump sum to the estate of the Employee.

Further information about the Pension Plan can be found in the Enrollment Guide and Provincial Booklet.

APPENDIX "C"
JOB DESCRIPTIONS

In accordance with Article 18 of the Collective Agreement and within thirty days of ratification, the employer agrees to send updated copies of all Job Descriptions for all bargaining unit positions to the Union for review.

Once Job Descriptions are agreed to by both parties they will be incorporated into the Collective Agreement under this new Appendix "C".

The Union reserves its rights and entitlements to the grievance and arbitration procedure under the Collective Agreement regarding this matter.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**HERTZ CANADA LIMITED
(hereinafter referred to as the "Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
(hereinafter referred to as the "Union")**

RE: MATTERS REFERRED TO LABOUR/MANAGEMENT COMMITTEE

The above Parties do hereby expressly and mutually agree to address the following matters at the Labour/Management Committee level pursuant to Article 32 of the Collective Agreement.

(1) New Article - Training And Education

The Employer and the Union will develop provisions for a Training Education Program through the Labour/Management Committee.

(2) Job Selection of Lead Positions

A Letter Of Understanding is to be developed by the Labour/Management Committee with respect to the job selection of Lead positions.

(3) Changing This Letter of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(4) Incorporation Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Richmond, B.C., this day of , 2007.

signed by
Jeff Nayda
Labour Relations Manager
FOR THE EMPLOYER

signed by
Karen Rockwell
Union Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN

**HERTZ CANADA LIMITED
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
("Union")**

RE: CONFLICT RESOLUTION

WHEREAS, the Employer and the Union share a common desire to promote harmonious interpersonal relationships in the workplace among all persons employed by Hertz Canada Limited, both inside and outside of the bargaining unit represented by the COPE, Local 378; and

WHEREAS, the Union and the Employer recognize that, from time to time, some interpersonal relationships in the workplace can be or become dysfunctional; and

WHEREAS, the Parties agree that dysfunctional interpersonal relationships in the workplace may be helped by conflict resolution undertaken by persons with appropriate professional expertise;

NOW, THEREFORE, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties agree to establish a program of conflict resolution to provide employees of Hertz Canada Limited, both inside and outside of the bargaining unit represented by the COPE, Local 378, with a process for resolving dysfunctional interpersonal relationships in the workplace.
- (2) The Parties shall develop and maintain a list containing the names of up to five (5) but not less than (3) persons with appropriate professional expertise in workplace conflict resolution who make their services available in and around Vancouver, B.C.
- (3) When the Employer and the Union concur that a particular interpersonal relationship in the workplace is dysfunctional and may benefit from intervention in the form of conflict resolution, one of the conflict resolution specialists referred to in item number 2 above shall be selected by mutual agreement between the Parties and engaged to provide appropriate professional services. Notwithstanding anything, involvement by any employee in the bargaining unit in any such conflict resolution shall be on a strictly voluntary basis.

LETTER OF UNDERSTANDING NO. 2 (cont'd)

- (4) Conflict resolution arising out of this Letter of Understanding shall be done on a confidential basis, save and except that the Employer and the Union shall retain the right to require such reporting by any conflict resolution specialist engaged under this Letter of Understanding as they in their sole discretion may, by mutual agreement, deem appropriate. Such reports shall themselves be treated by both Parties as confidential. Without limiting the generality of the foregoing, no report by any conflict resolution specialist operating under the Letter of Understanding shall be reflected in any manner in the personnel file maintained by the Employer in respect of any employee in the bargaining unit and the Employer shall not use any such report for any purpose related to the discipline or discharge of any bargaining unit employee or for the purpose of any job selection or displacement, layoff or recall under the Collective Agreement.
- (5) Bargaining unit employees who participate in conflict resolution under this Letter of Understanding shall be granted the necessary time off work by the Employer for such purpose and this time shall be deemed to be time worked to be paid for by the Employer. Bargaining unit employees thus granted such paid time off work shall be kept "whole" in all respects under the Collective Agreement as if they had remained working.
- (6) The costs for all conflict resolution undertaken pursuant to this Letter of Understanding shall be borne in full by the Employer including, but not limited to, the costs for any and all conflict resolution specialists who are engaged hereunder to provide professional services.
- (7) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (8) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Richmond, B.C. this day of 2017.

signed by
Jack Young
FOR THE EMPLOYER

signed by
Don Percifield
FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN

**HERTZ CANADA LIMITED
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

RE: LEAD MECHANIC PAY

The Company, having served the Union notice that it no longer will utilize a Mechanic in a Lead capacity, agrees to allow the affected Mechanic to retain the Lead Pay (two dollars) but, in consideration thereof, the affected Mechanic shall forgo any and all wage increases set forth in the Collective Agreement until November 1, 2008, at which time he shall receive an increase of sixteen cents (\$0.16) an hour. The May 1, 2009 increase of one and one half percent (1 ½ %) shall be paid in full.

Signed at Richmond, B.C., this day of , 2007.

"original copy signed"

Jeff Nayda
Labour Relations Manager
FOR THE EMPLOYER

"original copy signed"

Karen Rockwell
Union Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**HERTZ CANADA LIMITED
("Employer")**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 378**

RE: SHIFT SCHEDULING COMMITTEE

The Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties mutually agree to establish a Shift Scheduling Committee ("Committee") comprised of employees in the bargaining unit selected by the Union, after consultation with the Employer. The number of such Committee members shall be determined from time to time by mutual agreement between the Parties.
- (2) The purpose of the Committee shall be to develop shift scheduling recommendations covering all bargaining unit work, in respect of all prospective shift bids within the bargaining unit, based on meeting the business requirements of the Employer, as established by the Employer, and upholding the principle that where full-time hours of work can be identified, it will be performed by Full-Time Regular Employees. The Committee will accept input and assistance from appropriate representatives of the Employer in the development of shift scheduling recommendations.
- (3)
 - (a) When approving shift schedules, Hertz will give preference for full-time employment and will use full-time employees wherever practicable – upholding the principle where full-time hours of work can be identified, it will be performed by Full-time Regular Employees where such Full-Time Regular Employees are available; part-time employees or full-time employees who work reduced hours will not be used in place of full-time employees where full-time employees can be scheduled to fairly and practicably meet the employer's operational requirements.
 - (b) If there is an unexpected vacancy for a Full-time Regular employee of between four (4) and ten (10) weeks and there are at the time qualified Full-time Regular employees on layoff, the Employer will give such laid off Full-time Regular employees the opportunity to fill the vacancy on a recall basis but notice of recall will be limited to two (2) days notice notwithstanding any other clause in the Collective Agreement. At the end of the available work, the employee who was on layoff will return to layoff status with one (1) week's notice to the employee, notwithstanding any other clause in the Collective Agreement. An employee who does not accept recall under this

Clause 3(b) for an unexpected vacancy will remain on the recall list as per Article 17.

- (4) Shift schedules arising out of this Letter of Understanding shall be subject to shift bidding in accordance with the applicable provisions of the Collective Agreement.
- (5) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (6) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing.

Signed at Richmond, B.C. this 10th day of July, 1999.

FOR THE EMPLOYER

"original copy signed"
Glen MacInnes
Union Representative
FOR THE UNION

LETTER OF UNDERSTANDING NO. 5

BETWEEN

Hertz Canada Limited
("Employer")

AND

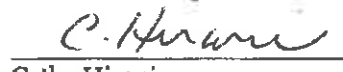
MoveUP
(Canadian Office and Professional Employees Union,
Local 378)

During the 2016/2017 negotiations it was agreed to between "The Parties" (the Employer and the Union as defined in this agreement) to review and conduct a Job Evaluation with respect to the position of "Driver(s)" in accordance with Article 18 of the Collective Agreement.

The Parties shall meet before October 01, 2017 (if a new agreement has been ratified) to evaluate any salary adjustment associated with the Driver Job Description and a resolution shall be determined no later than January 31, 2018.

Signed at Richmond, B.C., this 30 day of Nov, 2017.


Jeff Nayda
Labour Relations Manager
FOR THE EMPLOYER


Cathy Hirani
Union Representative
FOR THE UNION

