

COLLECTIVE AGREEMENT

between

AVISCAR INC.

(hereinafter termed the "Employer")

- and -

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

(hereinafter termed the "Union")

**DURATION OF AGREEMENT
June 1, 2015 TO May 31, 2018**

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ARTICLE 1: PARTIES

1.01 Parties to the Agreement

This Agreement is made and entered into by and between:

AVISCAR INC.

(hereinafter termed the "Employer")

- and -

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

(hereinafter termed the "Union")

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

ARTICLE 2: PREAMBLE

2.01

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise, and to promote the mutual interest of the Employer and its employees; and in recognition whereof the parties hereto covenant and agree as follows:

ARTICLE 3: INTERPRETATION

3.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable Provincial and Federal laws.

3.02 Common Meaning

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

3.03 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.

3.04 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.

3.05 Incorporated Documents

All appendices to this Agreement; all benefit plans and/or contracts referred to herein including, but not limited to, the Pension Plan; and all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union 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.

ARTICLE 4: EMPLOYEE CATEGORIES

4.01

A full time regular employee is a person who is employed as a regular salaried employee on a full time basis and has completed the probationary period. 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 employees or casual employees as the case may be.

4.02

A part-time regular employee is an employee hired to work regular hours or days but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period. A part-time regular employee shall not work more than thirty-two (32) hours per week unless otherwise agreed to by the Union. Part-time regular employees shall be covered by all conditions of this Agreement, except as follows:

- (a) Sick leave entitlements for part time regular employees shall be in accordance with Clause 27.02(e).
- (b) Part time regular employees will receive Statutory Holiday pay on a pro-rata basis consistent with the proportion of hours normally worked in weeks not containing a holiday.
- (c) Part time regular employees will receive vacation pay and vacation time off work per Article 25 on a pro-rata basis in accordance with the proportion of "full-time equivalent" hours worked (or deemed to have been worked) as defined in Clause 4.02(d) below.
- (d) Seniority for part time regular employees shall be calculated on a pro-rata basis in accordance with 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 1,992. Notwithstanding anything, it is further agreed that wherever under this Agreement any entitlement for any part time regular employee is to be determined on a pro rata basis such pro ration shall be calculated by using the number 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.

- (e) Such other provisions of this collective agreement, which specifically identify differences in terms and conditions of employment between full time regular employees and part time regular employees.

4.03

A casual employee is one hired to relieve a full time regular or part time regular employee absent on Annual Vacation, Sick Leave, Statutory Holidays or days in lieu of Statutory Holidays, Leave of Absence, Banked Overtime or any other authorized leaves of absence and for unusual peak work loads and may be hired for a maximum of ninety (90) working days in a calendar year.

4.04 Part Time Employees

Avis will not change its current practices in relation to the use and scheduling of part time workers without first notifying the union of intended change(s) at least two weeks in advance of the change(s) taking effect and providing the Union with an opportunity to consult with Avis about the change(s). During any such consultation, the Union may bring to Avis's attention any impact(s) that it expects the intended change(s) that it has identified. Avis will consider in good faith all comments and suggestions made by the Union during the consultation, including the Union's desire that Avis give preference for full time employment and will use full-time employees wherever practicable to meet the employer's operational requirement.

ARTICLE 5: UNION RECOGNITION & BARGAINING UNIT DESCRIPTION

5.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all persons to whom the Certification issued to the Union on July 15, 1969 applies, including any changes to said Certification made from time to time by the

Labour Relations Board of British Columbia, or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors.

5.02 Application of Agreement

- (a) This Agreement applies to all employees within the bargaining unit as defined in this Agreement.
- (b) Where the Employer establishes a new position and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either party may submit the issue to the Labour Relations Board. 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.
- (c) 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 collective 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.
- (d) It is understood and agreed that the Company's out-of-town training programs shall be considered to be work under this agreement; however, such work shall not give rise to any pay on any given day which is in excess of eight (8) hours for persons subject to an eight (8) hour shift schedule or in excess of ten (10) hours for persons who are subject to a ten (10) hour schedule.

ARTICLE 6: SECURITY OF BARGAINING UNIT WORK

6.01 Exclusivity 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 to overcome immediate, short term cases of absenteeism, emergencies, training and peak rental periods when bargaining unit employees capable of performing the work are not available.

6.02 No Contracting Out

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

6.03 No Work At Home

No employee in the bargaining unit shall be required by the Employer to perform scheduled telecommuting of bargaining unit work for the Employer from his or her personal domicile (home).

ARTICLE 7: UNION MEMBERSHIP AND DUES

7.01 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 newly hired employees within fifteen (15) calendar days of the date of their employment.

7.02 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 or salary the amount of the regular monthly or other dues, including initiation fees and assessments, payable to the Union in accordance with the Union constitution and/or bylaws.

7.03 Union Dues and Assessments Deduction

- (a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, but not limited to, initiation fees and assessments, payable to the Union by the 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 so deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days notice in advance of the implementation to date of any change in deductions pursuant to this Article.

7.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union not later than the fifteenth (15) day of the month following the date of deduction

and shall be accompanied by information specifying the names, social insurance number, gross salary and number of hours worked of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

The employer will deduct and forward the applicable initiation fee from the first pay period.

7.05 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 for the succeeding calendar year as prescribed by Federal Law.

7.06 Anti-Union Discrimination Prohibited

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 union activity or for the exercise of rights provided for in this agreement or arising out of applicable legislation.

ARTICLE 8: UNION REPRESENTATION

8.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councillors, Job Stewards and any other Union official or representative whose duties involve, in whole or in part, representing employees under this Agreement.
- (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 notify the Employer in writing of any changes in these names.

8.02 Union Access

Authorized agents including Job Stewards of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes or other Union business provided, however, the Union representative first notifies and obtains prior approval from the Employer's representative in charge of the establishment and provided further, that such visitation shall not interfere with conduct of the Employer's business.

8.03 Job Steward Appointments

The Employer shall recognize one (1) Job Steward and one (1) alternate at each location designated by the Union, at the Airport there shall be three (3) Job Stewards as follows: one (1) amongst the Rental Sales Associates/Rover; one (1) amongst the Service Agents' and one (1) amongst the Clerical/Utility classifications. At the Airport location, the Employer will recognize one (1) alternate, which can be from any of the job classifications located at the Airport, QTA or Service Center. It is understood that, where only one Job Steward is at work, members from either group are entitled to access that Job Steward. The Union will notify the Employer of the names of such Stewards in writing immediately upon their appointment.

8.04 Job Steward Activities

The authority of the Job Stewards shall include the following activities:

- (a) The investigation and presentation of grievances or complaints, which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer. The local Union representative(s) shall insure that a copy of any such postings is given to the Employer in a timely fashion.

8.05 Time Off Work for Union Business (without loss of pay)

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.

8.06

The Employer will grant time off to Job Stewards to attend Job Steward meetings held by the Union and for an employee elected as an Executive Councillor to attend regular Executive Council meetings, provided that the request for leave of absence is made by the Union in writing with at least two (2) week's notice.

It is understood and agreed that unless otherwise provided by this agreement, the cost of time off from work for Job Stewards while carrying out union duties referred to in 8.05 and 8.06 will be reimbursed to the Employer by the Union.

8.07 No Other Agreement

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

8.08 Leave of Absence for Union Business

- (a) Employees who are acting as full time officers, representatives or staff of the Union shall be granted an unpaid leave of absence for such purposes.
- (b) Employees filling elected or appointed positions in the Canadian Office and Professional Employees Union shall also be granted an unpaid leave of absence for such purposes.
- (c) Returnees returning shall fill first available vacancy - not bump.

8.09 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 Employer shall also provide the new Employee with a copy of the current Collective Agreement and advise the names and locations of his/her job stewards. The Union shall, on a gratis basis, provide the Employer with sufficient copies of the current Collective Agreement for this purpose. The Employer agrees that a Job Steward shall be given an opportunity to meet with new Employees within regular working hours, without loss of pay, for one (1) hour within the first thirty (30) days of employment for the purpose of acquainting the Employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union.

8.10 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union at each workplace, the sites to be determined by mutual agreement of the parties. Such bulletin boards shall be used by the Union to post official Union communications relating to official Union business. The Employer agrees that notices related to meetings, dues, health and safety and general Union business may be posted or otherwise distributed at the Employer's place of business provided the Union first obtains permission from the Employer.

8.11 Ballot Box

The Employer agrees that, upon reasonable notice, the Union shall have the right 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. The Union agrees that voting by employees will be conducted on employees' time and will not interfere with the operation of the company. Campaigning will not be done during working hours and will not interfere with the operation of the Company.

ARTICLE 9: MANAGEMENT RIGHTS

9.01

The management of the Company and its direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe reasonable rules and regulations, to hire, layoff, assign employees working hours, suspend, transfer, promote, demote, discipline and discharge employees for proper cause is vested with the Employer. The Employer in exercising these rights shall not discriminate against any employee and shall give full consideration to the rights of the employee. It is agreed that these functions will be exercised in a fair and reasonable manner and in a manner consistent with the terms of this Agreement.

9.02

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.

9.03 Rules and Regulations

The Employer shall have the right in accordance with Clause 9.01 above to make and to implement rules and regulations in respect of Employee in the bargaining unit, providing that any such rules or regulations must satisfy the following conditions:

- (a) they must be consistent with the Collective Agreement;
- (b) they must be reasonable;
- (c) they must be clear and unequivocal;
- (d) they must be brought to the attention of the Employee(s) affected before the Employer can initiate any action based on their application;
- (e) the Employee(s) concerned must have been notified that a breach of such rule or regulation would result in discipline, discharge or termination if the rule or regulation is to be used by the Employer as a foundation for any such action;
- (f) such rule or regulation must have been consistently enforced by the Employer from the time it was introduced.

ARTICLE 10: PERSONAL RIGHTS

10.01 No Discrimination

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agent, members or representatives to

discriminate either directly or indirectly against any employee by reason of national origin, race, creed, colour, age, sex, sexual orientation or preference, marital status, family status, or membership or activity in the Union or on behalf of the Union. All employees within a classification will be paid on an equal basis regardless of sex or marital or family status.

10.02 Legislation

The parties subscribe to the principles of the B.C. Human Rights Act and the Canadian Charter of Rights and Freedoms insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

10.03 No Harassment

(a) Prohibition Against Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of harassment, sexual or otherwise, and from any penalty or threat of penalty for rejection of such behaviour.

(b) Definition Of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

Conduct of a sexual nature includes, but is not limited to:

- (c) sexual and physical assault,
 - (d) propositions in exchange for workplace favours,
 - (e) unwelcome sexual touching,
 - (f) direct insult on the basis of gender,
 - (g) relentless unwanted pursuit,
 - (h) other like behaviour.
- ### **(i) Resolution of Harassment Complaints/Grievances**

Allegations of harassment raised by an Employee(s) in the bargaining unit shall be subject to resolution through the grievance and arbitration procedure(s), if necessary, contained in Article 12 of this Agreement, save and except as expressly provided otherwise by Clause (2) 10.03(d)(e) and (f) below.

(j) Time Limits For Raising Grievance

A grievance concerning harassment must be initiated within one hundred twenty (120) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, harassment is alleged with respect to any job selection, the matter must be grieved within thirty (30) calendar days of the date of receipt by an Employee of notice of his or her unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(k) Processing The Grievance At Stage II

A grievance concerning harassment shall be heard at Stage II by the highest ranking local Aviscar representative, or his or her delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

(l) Authority Of Arbitrator

An arbitrator hearing a grievance arising under this Article shall have the authority to:

- Uphold or dismiss the grievance; and/or
- return the issue to the Employer to determine the appropriate disciplinary penalty; and
- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

10.04 Personal Duties

The Parties agree that Employee shall not be required to perform any non-work related duties.

10.05 Protection Against Legal Action

The Employer will indemnify employees in respect of claims by Third Parties against employees for actions arising from the lawful performance of their duties on behalf of the employer except in the case of gross negligence or willful misconduct.

10.06 Electronic Surveillance

Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used to monitor employees in their performance of their work. Such equipment shall not be installed for any purpose in washrooms or personal hygiene facilities. Further , such equipment shall not be installed in lunch rooms or rest areas unless Company assets (for example, safes, cash boxes, computers, laptops, equipment and accessories such as navigation units, etc) are maintained in such areas. The Employer may rely on electronic surveillance involving illegal activity or if they have agreement of the Union.

ARTICLE 11: NO LOCKOUT - NO STRIKE

11.01

In view of the orderly procedure established by this Agreement for settling grievances, the Employer agrees that there will be no lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with operations during the term of this Agreement.

11.02

It shall be no violation of this Agreement for any employee to refuse to cross a picket line. Any employee thus failing to report for duty shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

ARTICLE 12: GRIEVANCE PROCEDURE AND ARBITRATION

12.01

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 reasonable time off with pay to attend grievance meetings with the Company.

12.02

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the parties to this Agreement concerning the discipline, dismissal or suspension of an employee bound by the Agreement or any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether the matter is arbitrable. All grievances or disputes arising during the life of this Agreement shall be settled without stoppage of work and without strike or lockout.

12.03 Union or Company (Policy) Grievances

Should either the Union or the Company consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; should any questions arise as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:

- (a) The grieving party, i.e. either the Union Representative or the Labour Relations Officer of the Company, or their nominee(s), shall initiate same by letter. Within five (5) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- (b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 12.08.

12.04 Termination, Suspension Grievances

Grievances concerning termination or suspension of an employee may be submitted directly to Step II, Article 12.07 at the option of the grieving party, within ten (10) working days of the termination or suspension.

12.05 Employee Complaint

Should an employee have a complaint, the employee along with the Shop Steward whenever possible or Union Representative, will normally discuss such complaint with his/her immediate Supervisor in an effort to resolve same. Such discussion will take place not later than ten (10) working days after the event causing the complaint or within ten (10) working days from the time the employee became aware of the event causing the complaint.

12.06 Employee Grievance - Step I

Should a complaint be unresolved, the complaint may be submitted by the Shop Steward or Union Representative to the immediate Supervisor in writing, with a copy to the Union, and to the City Manager not later than ten (10) working days from the date the complaint was first discussed under the complaint procedure, and will be considered a Step I grievance.

The Supervisor will discuss the grievance as required with the Shop Steward and/or Union Representative and render a decision in writing to the Shop Steward with a copy to the Union and the City Manager within ten (10) working days of the date of the referral at Step I.

12.07 Step II

Should a grievance be unresolved at Step I, the Union may refer the matter to Step II by writing to the General Manager, with a copy to the Supervisor within ten (10) working days of receipt of the decision at Step I.

Within five (5) working days of receipt of the Union's referral to Step II, the City Manager or his/her nominee will discuss the grievance with representatives of the Union.

Within ten (10) working days of receipt of the Union's referral to Step II, the General Manager or his/her nominee will submit his/her decision to the Union in writing.

Within fifteen (15) working days of receipt of the written reply at Step II, the Union may refer the grievance to arbitration as set out in Article 12.08.

12.08 Step III - Arbitration Procedure

- (a) Any grievance which has been processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of potential arbitrators. The other party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the company shall, within fifteen (15) working days of notification being received by the other party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party pursuant to Section 86 of the Labour Relations Code of British Columbia to appoint an arbitrator.

- (a) The arbitrator shall be requested to render a decision within a period of one (1) month following his/her appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- (b) 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.
- (c) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

12.09

Time limits specified in Article 13 are directory and may be extended by written agreement between the two parties.

12.10

The processing of any grievance may begin with Step II by mutual agreement of the parties.

12.11 Disclosure of Information

The parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

12.12 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 provisions of the Grievance Procedure contained in this Agreement.

- (a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provisions 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 precedental 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.
- (e) No written final argument will be filed by the Parties unless by mutual agreement.

12.13 Deviation From Grievance Procedure

- (a) 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.
- (b) 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.

ARTICLE 13: DISCHARGE, DISCIPLINE, TERMINATION AND RESIGNATION

13.01

- (a) It is hereby agreed that the Employer has the right to discharge or discipline for just and reasonable cause. The Employer will provide the disciplined or discharged employee with a statement in writing setting forth the basis of such discipline or discharge, and will send a copy to the Union.
- (b) Oral Warning

An oral warning or oral reprimand shall not be deemed to be a disciplinary measure and as such shall not be reported in any employee personnel file, nor shall such oral warnings or oral reprimands require Job Stewards or Local Union representation.

13.02

The Employer agrees to notify the Job Steward and the Local Union representative as early as possible of any discipline or discharge.

13.03 Union Representation

- (a) When a meeting is to occur involving an employee for the purpose of discipline or discharge the Employer shall advise the Union in advance of such meeting and the employee will be given the option of either a Union Job Steward or Full Time Union Representative being present at the meeting. For greater clarity, the employee cannot waive his/her right to representation at such meeting.
- (b) Employees, including Union representative, required by either the Employer or the Union to attend or participate in any investigation, discussion or meeting in connection with any of the meeting(s) described in Clause 13.03(a) above shall be granted time off work by the Employer for this purpose, subject to prior Employer approval and this time shall be deemed to be time worked. Such paid time off work shall apply only with respect to regular scheduled hours of work and shall not give rise to any overtime payments. The Employer approval required under this Clause 13.03(b) shall not be unreasonably withheld by the Employer.

13.04 Right to Appeal

An employee shall have the right to appeal, in accordance with the Grievance and Arbitration procedures contained in this Agreement, any disciplinary action taken by the Employer.

13.05 No Demotion or Lateral Transfer As Discipline

The Employer shall not have the right to undertake the demotion or the lateral transfer of any employee as a disciplinary action except with the concurrence of the Union.

13.06

If an employee is discharged as provided in 13.01 or as a result of expiry of a recall period or elects for termination while on lay-off or sick leave or retires at normal retirement age, he or she will receive all vacation and holiday pay due.

13.07

Employees who resign will give two (2) weeks notice.

13.08

If upon joint investigation by the Union and the Employer, or by decision of an Arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been discharged or disciplined for other than proper cause, or has been improperly terminated, the affected employee shall be reinstated to his or her former position without any loss of seniority or rank or benefits, and shall be paid such wages lost as may be deemed appropriate by the Parties or by an Arbitration procedure.

ARTICLE 14: PERSONNEL FILES AND PERFORMANCE ASSESSMENTS

14.01 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 purpose of this Article is to insure that there is only one personnel file for each employee.

14.02 Employee Access to Personnel File

An employee shall have the right to read and review his/her personnel file on reasonable notice and by written request to the Human Resources Manager. An employee may request and shall receive a copy of any record or document contained in the employee's personnel file.

14.03 Union Access to Employee Personnel Files

A representative of the Union shall have the right to read and review an employee's personnel file on written authorization of the employee and upon reasonable notice and by written request to the Human Resources Manager. On request, the Union representative shall be provided with copies of all pertinent documents.

14.04 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 will be initialed by the

employee to indicate that he has received and read a copy of same. A place will be provided on the assessment form for the employee to indicate their agreement or disagreement with the review.

- (b) 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) Where disciplinary action is taken in connection with matters addressed in an appraisal, the Employer shall issue a letter of discipline concerning these matters separate and apart from the appraisal document.

14.05 Disciplinary Notices

- (a) An employee shall be advised of any disciplinary notice placed in the employee's file by copy of such document.
- (b) **Purging Personnel Files**

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 two (2) year's old shall not be considered in any assessment of the employee's performance or conduct or to support any subsequent disciplinary action by the Employer, or otherwise used by the Employer in any manner with respect to any job selection under this Agreement. Notwithstanding the foregoing, these provisions as they apply to cases of proven sexual harassment or proven personal harassment shall have the applicable time limit in each such case raised to three (3) years.

ARTICLE 15: PROBATIONARY EMPLOYEES

15.01 Probation Period Defined

- (a) A new employee shall be considered on probation for ninety (90) consecutive 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.

15.02 Employer Obligations During Probation Period

- (a) The Employer shall inform a probationary employee of the standards which he or she is expected to meet during the probation period and shall also provide all appropriate training and familiarization necessary to assist the new Employee to meet these standards.

- (b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance and shall provide adequate time for correction of the deficiencies, prior to the discharge or termination of the probationary Employee.
- (c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful of the probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

15.03 Discharge or Termination of Probationers

- (a) A probationary Employee shall only be discharged or terminated by the Employer for just cause and the burden of proof if just cause shall rest with the Employer.
- (b) The test of just cause for discharge or termination of a probationary Employee shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

ARTICLE 16: SENIORITY

16.01

Seniority shall mean length of continuous service with the Employer as an employee within the bargaining unit and shall include credit for all continuous service at the Employer's locations specified in this Agreement prior to certification.

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

- (b) **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; floating holidays; lieu days; banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or Worker's Compensation, or other approved time off pursuant to this Agreement during the period of such absence from work, subject to the provisions of clause 16.09 below.

16.02 Calculation of Seniority - Part Time Regular Employees

(a) Pro-Ration Versus Full-Time Equivalent Hours

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, per Clause 16.02(b) below. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be 1,992. (See Clause 4.02)

(b) Seniority Deemed to Accrue

Seniority for any part time regular employee who is absent from work due to annual vacation, sick leave, leave due to Workers' Compensation or any other approved leave of absence shall be deemed to accrue for all purposes under this Agreement. Part time regular employees who are laid off and recalled during the applicable recall period shall continue to accrue seniority on a deemed basis throughout the period of such absence from work, subject to the provisions of Clause 16.09. For the purposes of the deemed seniority accrual provisions contained in this clause 16.02(b), applicable absences from work shall be deemed to be time worked and seniority shall accrue based on the average number of hours worked by the part time regular employee in question during the six (6) full calendar months worked by that person immediately prior to commencement of the absence from work, pro-rated in accordance with the proportion of full-time equivalent hours worked.

16.03 Calculation of Seniority - Casual Employees

Casual employees shall not accrue any seniority until such time as they obtain either full time or part time regular employee status under this Agreement. Casual employees who move from casual to either full time regular or part time regular status and who do not experience a break in continuous service of more than thirty (30) days shall have their seniority credited back to the beginning of their most recent period of employment.

16.04 Calculation of Seniority - Probationary Employees

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

16.05 Portability of Seniority Within the Bargaining Unit

Any employee with seniority in the bargaining unit who changes employment status from full time to part time or part time to full time regular employment without a break in service, shall be credited with all seniority accrued prior to the change in status. The Union will be notified of any change in employment status.

16.06 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) A bargaining unit employee who accepts a temporary promotion into a management position shall accrue seniority for a period not to exceed six (6) months from the date of commencement of such work, subject to the provisions of Clause 16.09. Upon expiry of this time limit, the employee shall lose all seniority unless by then he has returned to the bargaining unit.

16.07 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 his layoff period has expired;
- (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;
- (f) the employee is retired;
- (g) the employee accepts a position with any other employer while on leave of absence unless specifically authorized in writing by the Employer in advance;
- (h) the employee is absent from work for a period of five (5) consecutive days without notice or permission and without reason deemed acceptable by the Employer and the Employer has made reasonable efforts to contact the employee.

16.08 Maintaining Good Standing in the Union During Work Absence

If an employee continues to accrue seniority under this Agreement during any absence from work and is not paying Union dues, etc., pursuant to Article 8 by deduction by the Employer at source, the employee must pay directly to the Union any and all required Union dues, fees and assessments, etc. Otherwise, the employee shall lose all seniority in accordance with Clause 16.07, unless a waiver, in whole or in part, is granted by the Union.

16.09 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of rejoining the unit for the purposes of seniority credit.

16.10 Seniority Lists

- (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 group, location, pay level, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list described in Clause 16.10(a) above shall be posted by the Employer, on an "Employer wide" basis, at six (6) month intervals and a copy shall be given to the Union. The Union may request additional list upon providing reasonable notice.
- (c) Publication of the seniority list as described by Clause 16.10(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 17: HIRING, PROMOTION, LAY-OFF AND RECALL

17.01

The Employer shall fill the job vacancies from within the bargaining unit before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position. The Employer shall notify the Union when vacancies occur.

17.02 Posting Job Vacancies

- (a) Except as expressly provided otherwise by this Agreement, all regular job vacancies shall be posted by the Employer for a minimum of five (5) consecutive working days to give all eligible employees an opportunity to apply for the position.
- (b) A job posting shall state all pertinent details of the job including, but not limited to, job classification, location, salary (if required) hours of work, duties, qualifications, any special conditions pertaining to the vacancy, the closing date of the job posting and the date of vacancy is to be filled.
- (c) The closing date of a job posting shall be at least ten (10) consecutive working days from the date of the Employer posted the vacancy.
- (d) A copy of all job postings shall be sent to the Union.

17.03 Eligibility for Posted Job Vacancies

- (a) All employees who have completed their probationary period shall be eligible to apply and be considered for any posted job vacancy.
- (b) All regular 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) A late applicant due to sickness, vacation or other authorized leave of absence will 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.

17.04 Filling Posted Job Vacancies

- (a) 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 and seniority date of that person.
- (b) The selection of employees under this Article rests with the Employer, however, such selections shall be subject to the Grievance and Arbitration provisions of this Agreement.
- (c) On request, the employer shall give an unsuccessful applicant full reasons why the employee's application was not successful.
- (d) Where any employee has been selected to fill a posted job vacancy pursuant to this Agreement, the Employer shall undertake to move the employee into a new position on the date the vacancy was to be filled or as soon thereafter as possible.

17.05 Job Selection Criteria

- (a) All job selections under this Article shall be given to applicants in the bargaining unit who have the ability and qualifications to perform the vacant job and shall include consideration of an employee's performance on his/her current job.

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

Should more than one (1) employee within the bargaining unit meet the above requirements, then preference shall be given to the senior employee.

If a selection is not made in accordance with the above, the vacancy may be filled by selection of a Casual Employee applicant who has passed his probation and who has the ability to perform the job.

If the vacancy is not filled in accordance with this clause the Employer shall have the right to hire from external sources, providing that the same ability and qualifications requirements are maintained.

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 major job duties to be performed as described in the job descriptions and any equivalencies must be applied in the same manner.

17.06 Union Member Participation in Selection Process

It is understood and agreed that no bargaining unit employee will be involved in the screening of internal candidates for promotion.

17.07 Limited Right to Return to Former Position

An employee who has been selected to fill a posted vacancy under this Article shall have the right, subject to his or her sole discretion, to return to the job and work location he or she held immediately prior to such change of position provided that this right is exercised by the Employee within ninety (90) consecutive calendar days from the date upon which the Employee actually starts work in the new position. If an Employee elects to return to his or her former job and work location pursuant to this Clause 17.07, such Employee shall be kept whole in all respects under this Agreement as if he or she had remained working in that former position and had not accepted the new position.

ARTICLE 18: DISPLACEMENT, LAYOFF AND RECALL

18.01

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.

18.02 Notice of Displacement or Layoff to Union and Employees

- (a) The Employer will provide the Union with as much notice as possible but not less than a minimum of fourteen (14) calendar days prior written notice when regular employees are to be displaced or laid off (i.e., lack of work, technological change, or sale of operation/transfer or disposal of operations). This notice will specify the anticipated effective date of the displacement or layoff and the number of job titles and work locations of employees who may be displaced or laid off. Such notice to the Union shall run concurrent with notice provided to the Employee(s) in 18.02(b) below.

(b) **Notice of Displacement or Layoff to Affected Employees**

In the event that any Employees are subject to displacement or layoff, 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.

18.03 Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to Clause 18.01, 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.

18.04 Employee Displacement Options

A regular Employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept training, if applicable; or
- (b) accept placement in a vacant position in accordance with the provisions of this Article; or
- (c) exercise the bumping rights referred to in this Article; or
- (d) accept layoff, retaining the right to recall and to severance in accordance with this Agreement; or
- (e) accept severance in accordance with this Article. The Employer shall provide a regular Employee who is subject to displacement or layoff with full particulars with respect to all of the options described above before the Employee makes his selection.

18.05 Placement in Vacant Positions

The Employer shall offer vacant positions within the bargaining unit to regular Employee who are to be displaced or laid off. This placement shall be based on ability and seniority. In such cases, the Union agrees to waive the requirement to post the job vacancies. Where more than one regular Employee has the ability to perform the vacant job, the Employer shall select the regular Employee who has greater seniority.

18.06 Bumping Procedure

- (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 Employee having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.

18.07 Right to Return to Former Position

- (a) A regular Employee who is displaced or laid off from his position under this Agreement shall have the right for a period of two (2) years from the date of the displacement or layoff to return to the position he held immediately prior to the displacement or layoff or to be able to acquire a job through the job posting procedure.
- (b) An eligible regular Employee may at any time waive his right to return to any former position in accordance with this Clause 18.07, without penalty or prejudice, in which event he shall maintain his current position and work location or layoff status, as the case may be.

18.08 Recall

- (a) A regular Employee who is displaced and laid off under this Agreement shall be placed on the recall list and 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 this Article.
- (b) 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 and be available to go to work within fifteen (15) days from the date the notice is mailed or such longer period as may be 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 (1) employee is on the recall list in similar classifications, recall shall be made in order of seniority. The Employer has the right to request medical evidence with respect to any illness or injury which causes an employee not to respond to recall notice. A laid off employee must keep the Employer informed of any change in address.
- (c) 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 promoted to such a classification while an eligible employee is available from the recall list.

- (d) 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.

18.09

A specific extension of the recall period may be mutually agreed by the Union and the Employer.

18.10 Seniority Accrual During Layoff

Subject to Article 16.09, seniority shall be maintained but no employee while on layoff shall accrue additional seniority under this Agreement.

18.11 Benefit Entitlement During Layoff

The benefit plan coverage referred to in this Agreement expect for sick leave and LTD 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 programs.

18.12 Impact on Pay Rates

An employee who is laid off from a higher rated classification and who accepts recall into a lower classification will continue to receive their former rate of pay until their pay in the lower classification exceeds their former rate of pay based on their service within the new classification. An employee working in a lower classification who refuses recall to their former classification shall thereafter be paid according to the appropriate rate of the lower classification.

18.13 Severance Pay

- (a) Regular Employees

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

- (ii) Two (2) weeks' pay for each full year of service up to maximum of twenty-four (24) weeks' pay, for permanent terminations excluding resignations, retirement and discharge for just cause.

(iii) 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.

18.14 Severance Pay Rate

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

18.15 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.

18.16 Acceptance of Severance Pay

- (a) It is understood and agreed that at such time as a regular employee's recall period expires, 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:
- (b) any vested rights or entitlements under the Pension Plan; and
- (c) any other accrued benefits or entitlements not paid to the Employee at the time of termination of employment; and
- (d) continuation of any coverage the Employee is entitled to receive, subsequent to his termination, under any benefit plan referred to in this Agreement.

ARTICLE 19: TECHNOLOGICAL CHANGE

19.01 Technological change is defined as:

- (a) The introduction by an employer of a change in his work, undertaking or business, or a change in his equipment or material from the equipment or material previously used by the employer in his work, undertaking or business; or
- (b) A change in the manner an employer carries on his work, undertaking or business related to the introduction of that equipment or material.

19.02

- (a) The Employer agrees to take reasonable steps so that no employee shall lose employment because of technological change. This will include training:
 - (1) for the operation of new equipment,
 - (2) for qualifying for new jobs created by such changes,
 - (3) for other vacancies in the Company for which the employee is qualified.
- (b) Normal turnover of employees to the extent that it occurs during the period in which technological change occurs, shall be utilized to absorb employees who otherwise would be displaced because of technological change.

19.03

- (a) Employees affected by technological change shall be notified in writing at least thirty (30) calendar days in advance of the implementation of such technological change;
- (b) The Employer shall notify the Union thirty (30) calendar days before the introduction of any technological change.

19.04

- (a) When it is necessary to reduce staff due to technological change, then lay off shall be done in accordance with the provisions of Article 18 above.

ARTICLE 20: JOB EVALUATION

20.01 Basis for Establishing Job Descriptions and Selection Criteria

- (a) All existing job descriptions shall be included as an appendix of this Agreement.
- (b) Each job description must accurately reflect all of the major duties of the work to be performed, minor duties will not have to be specified except in the event of a dispute.
- (c) All the jobs presently covered by this Agreement shall remain in the bargaining unit for the duration of this Agreement.
- (d) Development of job descriptions for inclusion as an appendix shall be the responsibility of the Labour Management Committee.
- (e) When an existing job is to be substantially changed, in terms of the major duties of the given job, or a new job is to be created, the Employer shall discuss the

proposed job description, selection criteria and salary rate with the Union at the Labour Management Committee level at least thirty (30) calendar days prior to implementation of the substantially changed (in terms of the major duties of the given job) or new job.

- (f) In the event that the Parties cannot agree on the job description, selection criteria or salary rate when an existing job is to be substantially changed, in terms of the major duties of the given job, or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description, selection criteria and the salary rate 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 12 in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision. The arbitrator shall make his or her decision taking into account the bases for establishing job descriptions, selection criteria, and salary rates as prescribed by this Article. The arbitrator shall also have the authority and jurisdiction to determine whether or not a job represents a new or substantially changed job (in terms of the major duties of the given job) under this agreement.
- (g) Any pay adjustment arising under this section will be made retroactive to the day the employee was placed in the position.

ARTICLE 21: WORKING HOURS

21.01

- (a) Each regular full time and regular part time employee will have an established shift. Shifts and shift hours will be designated by the Employer and will be posted for bid setting forth the hours of work and the days off. Employees covered by this Agreement shall bid shifts on an Employer-wide basis, by seniority from highest to lowest. The scheduling, once set forth, shall remain in effect until the next shift bid occurs.

Shift bids will be posted for a period of three (3) calendar days. At the end of this three (3) day period, all employees shall commence bidding which shall be complete within four (4) calendar days.

After the completion of the bidding procedure, the Employer will post the new schedule. This new schedule will go into effect no less than seven (7) days following the completion of the bidding process.

There will be a minimum of two (2) general shift bids per year (one in the spring and one in the fall).

It is agreed that concerns regarding shift scheduling will be referred to the Labour/Management Committee for resolution within three (3) days of the initial posting. If it is agreed by the Committee that a shift has not been developed based on business needs, then such shift will be corrected.

- (b) The normal hours of work for regular full-time employees will be either:
- (c) Five (5) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by two consecutive days off; or
- (d) Six (6) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by three (3) consecutive days off; or
- (e) Four (4) consecutive ten (10) hour work days excluding the unpaid lunch period, followed by three (3) consecutive days off.

21.02 Rest Periods

Each employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each work day. The first such rest break shall occur prior to the lunch period. 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.

21.03 Lunch Period

Each employee shall receive a lunch period free from work in each work day as follows:

- (a) The standard lunch period shall be one-half (1/2) hour unpaid, at or near the midpoint of the work day.
- (c) The authorized variation shall be a lunch period of one (1) hour at or near the midpoint of the work day. In the event the employee and the employee's supervisor cannot agree to an authorized variation, the standard shall apply.

21.04 No Partial Reduction of Hours

The Employer shall not institute a partial reduction of hours of work. In the event of a lack of work, the provisions of Article 18 Displacement, Layoff and Recall, shall apply.

21.05 No Split Shifts

There shall be no split shifts.

21.06 Travel Time Between Work Locations (Formerly LOU #3)

Employees who are required by the Employer, during their regular shift, or on overtime immediately following their shift, to move from the Airport location to the Downtown

Vancouver facility or vice versa will be considered as being "on the clock" for all purposes of this Agreement.

21.07 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 21.01 above. The company will allow two (2) shift trades per person per month. Qualified Employees may arrange to exchange shifts, on a temporary basis, provided prior written approval is obtained from their immediate supervisor(s) at least (3) calendar days prior to the first shift to be traded. Shift changes must be equivalent number of hours and between regular employees. Such a request shall not be unreasonably denied. There will be no penalty to the Employer for such temporary interchange of shift.

ARTICLE 22: WAGE ADMINISTRATION

22.01

Employees shall be classified and paid in accordance with wage structure for classifications set forth in Appendix "A" attached. All regular employees will be paid on a bi-weekly basis on the basis of hours worked. Casual employees will be paid at the pro-rated hourly rate equivalent to the start step for their job or a pro-rated hourly rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service with the Employer in the same or related job.

22.02

This Agreement shall not be so construed as to reduce the rates of pay of any employee within the Bargaining Unit, nor shall it be so construed that any regular employee may not be given an increase in pay before the period specified up to the maximum of the salary scales set out in Schedule "A" attached, except that all accelerated salary progression will be discussed and agreed in advance with the Union.

22.03

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 (1) year rate for the job unless by agreement with the Union.

22.04

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

22.05

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate, as provided in 22.06 following, for the period so employed.

22.06

An employee promoted from one job classification to another will move laterally across the progression schedule:

Example #1: Six (6) month Clerk-Typist promoted to Rental Representative will be paid at the six (6) month Rental Representative rate.

Example #2: A two (2) year Service Attendant who is promoted to Rental Representative will be paid at the two (2) year rate of pay for Rental Representative.

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.

22.07

Recalled employees shall receive their former salary unless the employee accepts recall to a lower classification than formerly held, in which circumstance, they will be paid as provided in Article 22.08.

22.08

Employee changing classification 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 classification than formerly held, will be paid at their former salary or at the maximum for the new classification, whichever is the lesser. An employee returned to his or her former classification as a result of temporary promotion will return to their salary scale prior to the promotion as provided in Article 22.07.

22.09

An Employee promoted to a higher classification within the bargaining unit will be considered on trial for a period of ninety (90) days, following which the promotion will be confirmed, or the employee will be returned to his/her former classification.

22.10

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.

22.11

- (a) All employees are required to wear uniforms in accordance with Company standards while at work and shall be provided with an adequate supply of such uniforms, or parts of uniforms, in good repair. The employer will provide sufficient rain gear for employees working in the service area. 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 employee.
- (b) For the job classifications of Rental Sales Associate, Rover and Service Agent, if the employer requires the employees to wash their washable uniform parts, the Employer will pay each Employee twenty (\$20.00) per month.

22.12 Downgrading Due to Job Reclassification

When a job is downgraded in terms of salary due to a job reclassification undertaken in accordance with Article 20, each affected Employee shall receive Red Circle Salary Treatment. "Red Circle Salary Treatment", for the purposes of this Agreement, means that an Employee's salary will be maintained, but not increased, above the Employee's "red-circled" or "frozen" salary. Accordingly, while subject to "Red Circle Salary Treatment", an Employee will not be entitled to any general salary, or step-on-scale, increases otherwise applicable to be given job, unless and until the total of any such salary and/or otherwise applicable step-on-scale increases rise to a maximum salary which is higher than the Employee's "red circled" or "frozen" salary. "Red Circle Salary Treatment" shall also cease when an eligible Employee is permanently promoted into a job at a salary which is or becomes higher than the Employee's "red circled" or "frozen" salary.

22.13

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 20 or by mutual agreement between the Parties.

ARTICLE 23: OVERTIME HOURS/PREMIUM PAY

23.01

The Employer will define procedure for authorization of overtime.

23.02

The Employer will keep overtime to a minimum and meet requirements on voluntary basis. 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 23.03 below.

23.03

Time and one half (1 ½) shall be paid for all hours worked in excess of the employees' scheduled work day, work week, or work month (173.3 hours). All overtime worked in excess of two (2) hours beyond the employees' regular schedule shift will be at double (2x) time. Time worked on a scheduled day off shall be paid at time and one-half for the first four hours and double time for all hours in excess of four hours.

Shifts will be worked in a continuous period except for meal breaks and will not be "split".

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

23.04

It is the intent of the Company to distribute overtime, on a voluntary basis, by seniority (highest to lowest), to employees on shift or coming on shift at the time the overtime is required. In the event that no employee is available to work, then the overtime will be assigned to the employee with the least seniority in accordance with 23.02 above.

Planned Overtime are hours that the Company has determined are needed and is known at least forty-eight (48) hours in advance. Planned Overtime will be awarded in seniority order (highest to lowest). In the event the employee is awarded Planned Overtime, the hours will be considered a scheduled shift and will not be cancelled unless the Employer notifies the employee at least twenty-four (24) hours in advance.

23.05

Employees who work overtime may transfer to an overtime bank up to one hundred percent of the overtime hours they work, in the case of two (2) or more consecutive hours of overtime worked on any given occasion, to be taken as time off in lieu of wages, provided that no employee may bank more than a total of forty (40) such hours in any six month period. Any such overtime so banked must be taken off at a time mutually agreed upon with the employees' Supervisor. Any time remaining in an employee's bank at the end of each six month period will be paid off at the employee's prevailing rate of pay. In the case of overtime worked amounting to less than two (2) consecutive hours of overtime on any given occasion, all such overtime shall be paid out at the applicable overtime rate(s) at the next bi-weekly pay day.

23.06

Except as provided herein, continuous time-off between completion of a shift and/or overtime following a shift and the commencement of any following shift shall not be 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 there is less than nine (9) hours of continuous time off as referenced above caused by the voluntary selection of overtime by an Employee, or where the selection of shifts by employees is involved.

23.07

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.

23.08 Call In/Out

Employees called in to work outside their regular shift or 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.

23.09

All time worked on a Statutory Holiday or any equivalent day off shall be paid as per Article 24.03.

23.10 Voluntary Overtime

(c) 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.

(d) The Employer will not mandatory employees on their scheduled day(s) off unless it first exhausts all other means of covering the necessary hours of work.

(e) An employee who is manditoried to work overtime on their day(s) off will be paid double (2x) time for all hours worked.

23.11 Overtime Meal Provisions

If an employee is required to work two (2) hours or more after his regular shift, a one-half (½) hour unpaid meal period will be allowed and the Employee will be provided with up to a fifteen dollar (\$15.00) meal allowance, based upon submission of appropriate paid receipts.

23.12 Work Leader Premium Pay

It is agreed that any employee who acts as Work Leader, or comparable job title, under this Agreement shall be paid premium pay by the Employer in the amount of \$1.00 per hour for all time worked. It is further agreed that such premium pay shall be in addition to all other compensation arising out of this Agreement.

ARTICLE 24: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

24.01

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

New Years Day	Dominion Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	<u>Family Day</u>

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.

24.02

In the event any of the holidays enumerated in 24.01 above occur during the period of an employee's vacation, scheduled days off or accumulated Statutory Holiday period, an additional day(s) vacation with pay will be allowed for each holiday so occurring.

24.03

Employees whose regular shift(s) require them to work on Statutory Holidays provided herein will be paid at (1 ½ x) times the regular rate for the time worked and will be granted equivalent time off at a time mutually agreed with the Employer.

24.04 Work On A Scheduled Holiday

Employees whose regular shift does not require them to work on the Statutory Holidays provided herein but who are called in to work on a scheduled holiday, or an equivalent day off shall be paid in accordance with the overtime provisions of Article 23 in addition to their regular salary.

24.05 Scheduling Work on Paid Holidays

Where the Employer has a requirement for such overtime work to be performed on any Paid Holiday, or day in lieu thereof, the performance of such work by any Employee shall be subject to the following:

- (a) The Employer shall ask, in seniority order, from highest to lowest, the Employees who normally perform the available work if they want to work on a given Paid Holiday, or day in lieu thereof, and those Employees who accept shall thereby be scheduled to work on that day;
- (b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a Paid Holiday or day in lieu, the Employer may, subject to the employee's ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from lowest to highest.

ARTICLE 25: VACATIONS AND VACATION PAY

25.01

Annual vacations with pay shall be based on total service with the Employer. For the purpose of calculating vacation entitlement, the vacation year commences May 1st and ends April 30th.

25.02

- (a) An Employee who has completed less than twelve (12) months of service as of May 1st shall be granted one (1) working day for each full month of service from the first of any month, up to a maximum of ten (10) working days.
- (b) A new Employee shall not take any vacation during his or her first six (6) months of employment. During the second six (6) months of employment, a new Employee shall be entitled to take vacation not to exceed five (5) working days which, if taken, shall be deducted from the Employee's entitlement upon reaching the first anniversary date of his or her employment. Notwithstanding anything, these days may be taken one (1) or more at a time. The scheduling of such days of vacation shall be subject to mutual agreement between the Employee and the Employer.

25.03

An employee with one (1) or more years of service as of May 1st, shall be granted ten (10) working days vacation.

25.04

An employee with two (2) or more years of service as of May 1st, shall be granted fifteen (15) working days vacation.

25.05

An employee with eight (8) or more years of service as of May 1st, shall be granted twenty (20) working days vacation.

25.06

An employee with sixteen (16) or more years of service as of May 1st, shall be granted twenty-five (25) days vacation.

25.07 Proration 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 Worker's Compensation shall not reduce an Employee's vacation entitlements in the subsequent calendar year.

25.08 Vacation Selection

- (a) Subject To Essential Operational Requirements

Selection of vacation periods under this Agreement shall be subject to essential operational requirements, which right the Employer must invoke prior to any vacation selection in accordance with this Clause 25.08

- (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. Subsequently, all Employees who have chosen to take their vacation in split periods in accordance with Clause 25.08(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**

Scheduling of vacation pursuant to this clause 25.08 shall be undertaken once in each calendar year for vacations to be taken during the next one (1) year period. Such vacation selection shall be completed by not later than March 1st in each calendar year, unless an extension is mutually agreed between the Employer and the Union.

(e) **Split Vacations**

Vacations may be taken in split periods but no such split period of vacation shall be less than one (1) working week.

(f) An employee may request to commence a vacation on any day of the week. The employer will consider such requests subject to article 25.08.

25.09 Postponement Of Scheduled Vacation

(a) An Employee's period of vacation, once selected in accordance with the provisions of this Article, shall not be postponed unless by mutual agreement of the Parties.

25.10 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 by Article 25.11.

(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.

25.11

An employee will be paid vacation pay at 4%, 6%, 8% or 10% of gross earnings for the period in which vacation was earned or his paid vacation entitlement at current salary,

whichever is greater, for ten (10), fifteen (15), twenty (20) or twenty-five (25) working days' paid vacation entitlement respectively.

ARTICLE 26: MEDICAL CERTIFICATES AND EXAMINATIONS

26.01 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 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.

26.02 Costs Borne By Employer

Any medical certificate, examination or report, requested by the Employer, shall be paid for by the Employer.

ARTICLE 27: SICK LEAVE AND LONG TERM DISABILITY

27.01 Sick Leave Definition

Sick leave is for the sole and only purpose of protecting regular full-time and regular part-time employees against loss of income when they are legitimately ill, or have suffered a disabling injury not covered by Workers' Compensation.

27.02 Sick Pay

- (a) The Employer will provide paid sick pay of up to eighty (80) hours in each calendar year for each employee who has completed their probationary period.
- (b) Sick pay shall be accrued on the basis of eight (8) hours for each month of full time employment dating from the first of the month following probation to a maximum of eighty (80) hours per calendar year.
- (c) Employees will on the second pay period in December be paid for earned but unused sick pay at their current rate of pay.
- (d) Paid sick leave entitlements under this clause 27.02 for Part Time Regular Employees shall be pro rated in relation to the number of full time equivalent hours worked as defined in Clause 4.02(d) of the Agreement.
- (e) As of January first the employee will be credited with ten (10) sick days or eighty (80) hours to be used as necessary during the next twelve (12) months. Employees

who leave employment having used their sick days before earning them shall reimburse out of their final pay cheque the difference.

27.03

- (a) Employees must notify the Employer as promptly as possible of any absence from work because of illness or injury but not later than two (2) hours prior to commencement of their next scheduled work starting time, save and except that employees reporting for "opening shift" on any given work day shall be expected to provide such notice of absence not later than four (4) hours prior to commencement of such shift.
- (b) Employees who are absent from work due to illness or injury shall provide the Employer with reasonable advance notice of their anticipated date of return to work.

27.04

Paid sick allowance will be made only for absence from work because of illness or injury. For absence of three consecutive days or more, the employee may be required to provide a certificate from a registered medical doctor stating that the employee has been under care and unable to carry out his or her duties. After three absences of two (2) consecutive days or more in the designated "sick days" year, which absences have not been the subject of medical certification, the employee may be required to provide such medical certification for future absences of any duration.

27.05 Short Term Disability

All full-time regular employees who qualify for coverage under this Short Term Disability Plan will retroactively be paid sick leave for up to two (2) days that were not covered by current sick leave during the seven (7) day qualifying period.

- (a) The Employer will pay 100% of the cost of the short term disability plan
- (b) Short Term Disability benefits shall provide 60% of the employees normal salary for a maximum of 15 weeks. Short term disability benefits are taxable at year-end and are subject to a maximum benefit of \$450.00 per week.

27.06 Long Term Disability Benefits

All full-time regular employees are required to become and remain members of the long term disability plan. Premium costs of the long term disability plan shall be 100% paid by the employee.

- (a) Long term disability benefits shall provide 66-2/3% of the employees' gross monthly salary (subject to a maximum of \$3500) per month and are not taxable.

ARTICLE 28: LEAVE OF ABSENCE

28.01 **Pregnancy Leave**

(a) Basic Leave Entitlement

An employee, on her written request for maternity leave is entitled to a leave of absence from work without pay for a period of eighteen (18) consecutive weeks or a shorter period if the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests as provided by the Employment Standards Act.

(b) **Extended Entitlement**

An employee may request an extension to her maternity leave and such extension shall not be unreasonably denied.

28.02 **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.

28.03 **Parental Leave**

An employee on his or her written request for Parental Leave, is entitled to leave of absence from work without pay for a period of thirty-seven (37) consecutive weeks or a shorter period if the employee requests in accordance with the Employment Standards Act of British Columbia. Requests for extensions for Parental Leave shall not be unreasonably denied.

28.04 **Bereavement Leave**

Leave of absence with pay will be granted to full-time and part-time employees for the following reasons:

- (a) In the event of death in an employee's immediate family (which is defined as grandparents, parents, step-parents, brother step brother or sister, step-sister) 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.

In the event of the death of the employee's spouse, children or step children then the employee shall be entitled to be absent from work for up to five (5) days. 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.

28.05 **Court Leave**

Employees who are required to be selected for or to serve on a jury or are required to appear in court as a witness on behalf of the Employer, shall be granted an excused

absence for such time as is needed in connection with such duty. The Employer agrees to pay employees the difference between their regular classification rate of pay and the amount allowed by the court for their service. Any day an employee is not involved in jury selection or is not required to serve on a jury panel, or as a witness on behalf of the Employee, or when he is relieved for the day, he shall contact the Employer and shall make himself available for work.

28.06 Spousal Relocation Leave

At the request of an Employee, leave without pay for a period of up to one (1) year shall be granted to an Employee whose spouse is relocated.

ARTICLE 29: ADDITIONAL LEAVES OF ABSENCE

29.01 Public Office Leave

An employee who is a candidate for or otherwise elected to any public office may seek permission from the employer to take an unpaid leave of absence as required to campaign for and/or serve in such public office. Such permission not to be unreasonably withheld.

29.02 Military Duty

Employees who participate in activities related to the reserve component of the Canadian Armed Forces may be granted leave of absence without pay for this purpose. Such time off will not be unreasonably withheld.

29.03 Religious Holidays

An employee may request permission to take a leave of absence without pay for religious holidays observed by the employee. Such permission shall not be unreasonably withheld.

29.04 Personal Leave

A leave of absence without pay for personal reasons normally not to exceed thirty (30) days may be granted by the Employer provided the requirements of the operation permit. Such leave of absence may be renewed. Seniority will accumulate during the leave. The Union will be advised of such leave at the time it is to go into effect.

29.05

Upon written application to the immediate supervisor at least fourteen (14) days in advance, and provided the requirements of the operation permit, the Employer shall grant leave of absence without pay to not more than one (1) employee to attend a Union convention or other official union function on behalf of the Union. Such leave shall not exceed one (1) week, except where mutually agreed to extend such period.

29.06 Other Leaves

Leave of absence, other than those provided for in this Agreement, may be approved by the Employer, subject to the discretion of the Employer.

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.01 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.

30.02 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 Occupational 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.

30.03 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 if required under occupational safety and health, to provide safety footwear will pay to each employee affected up to one hundred and fifty dollars (\$150.00) per year. To be eligible for such allowance an employee must provide the Employer with an acceptable receipt of purchase for such safety footwear.

30.04 Industrial First Aid Certification Premium

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

Grade of WCB First Aid Ticket	Monthly Premium
Level 1	\$24.45
Level 2	\$65.20

- (b) Employees required by the Employer to possess an Industrial First Aid Ticket shall receive their full monthly premium while on vacation.

30.05 Video Display Terminals

A pregnant employee shall have the option to cease monitoring video display terminals. If there is no other work available for this employee in her classification, or a lower classification, she shall be placed on an unpaid leave of absence until she goes on her maternity leave.

ARTICLE 31: WORKERS' COMPENSATION SUPPLEMENT

31.01 Leave of Absence

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation. During such leave of absence the employee shall continue to accrue seniority, subject to the provisions of Clause 16.09, and shall continue to be entitled to full benefits and all other rights and entitlements under this Agreement as if he had remained working.

ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM

32.01 Purpose

- (a) The purpose of the Employee Assistance Program shall be to facilitate treatment for employees whose attendance, job performance or behaviours 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 conditional 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.

32.02 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.

32.03 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 32.04 below.

32.04 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.

32.05 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 plans provided by this Agreement, then such compensation provisions shall apply and prevail.
- (b) Employees shall be entitled to paid time off work for the purposes of EAP consultations, as opposed to EAP treatment programs which are to be taken as unpaid time off work per Clause 32.05(a) above.

32.06 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.

32.07 Funding

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

ARTICLE 33: BENEFIT PLANS

33.01 Medical Coverage and Extended Health Benefits

The Major Medical Plan is designed to complement the various Provincial Government Medicare Programs. It provides the employee and members of the employee's immediate family with coverage for Medical expenses resulting from illness or injury.

Eligibility: Compulsory for full-time employees after completion of 3 months of service.

Benefit: 100% Reimbursement

- semi-private room
- private room up to a maximum of \$25.00 daily over the semi-private rate.
- 80% Reimbursement after Deductible of \$25.00 per Family per Calendar Year
- medication obtainable only by prescription
- registered nurses recommended by doctor
- ambulance charges (except Ontario)
- chiropractor, osteopath, podiatrist - after B.C. Medicare maximum has been reached (maximum \$100.00)
- braces, crutches and prosthesis
- psychoanalysis (maximum \$200.00)
- physiotherapy given by licensed physiotherapist

Cost: Avis pays 100% of the Major Medical Plan

33.02 Group Life Insurance

The Avis Life Insurance Plan protects you and your family in the event of your death or dismemberment.

Eligibility: Compulsory for all full-time employees after completion of 3 months of service.

Employee Coverage:

(i) Basic Coverage

Annual Salary (excl. overtime)	Benefit
Up to \$10,000.00	2x times annual salary
\$10,000.00 to \$15,000.00	2½x times annual salary
\$15,000.00 and over	3x times annual salary

(ii) Accidental Death & Dismemberment Coverage

Twice basic coverage providing death occurs within 365 days of accident.

Benefits for accidental dismemberment are payable in a lump sum.
Amount of benefit will depend on the seriousness of dismemberment.

Dependent Coverage

(i) Spouse - \$3,000.00

(ii) Children - \$2,000.00

Cost:

AVIS pays 50% of the employees' basic coverage.

AVIS pays 100% of the employees' dependent coverage.

33.03 Dental Plan

The Dental Plan provides the employee and the employee's dependents with financial assistance to pay the Dentist's bills.

Eligibility: Compulsory for full-time employees.

Deductible: \$25.00 per employee per calendar year
\$50.00 per family per calendar year

Benefit: Basic Treatments:
Eligible after three (3) months of service

100% Reimbursement
(based on the B.C. Dental Association Guidelines)

- fillings
- extractions
- X-Rays
- oral examinations
- root canals

Major Treatments:

Eligible after one (1) year of service

80% Reimbursement

(based on the B.C. Dental Association Guidelines)

- crowns
- dentures
- replacement dentures (every 5 years)
- bridges

MAXIMUM FOR BASIC AND MAJOR TREATMENT IS \$1,000.00 PER CALENDAR YEAR PER PERSON

Ortho Treatments:

Eligible after one (1) year of service

50% Reimbursement

- children only
- lifetime maximum \$1000.00

Cost: AVIS pays 75% and the employee pays 25% of the cost of the dental plan.

33.04 Vision Care

- (a) The Employer will provide Vision Care for corrective lenses and frames or contact lenses to a maximum of \$300.00 per person enrolled in the Plan each twenty-four (24) month period.
- (b) The Employer will provide reimbursement to each Employee up to \$75.00, upon receipt for one eye examination each 24 months period.

33.05 Short/Long Term Disability Plan (Income Protection Plan)

The income protection plan is designated 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 full-time employees after completion of three (3) months service.

Benefit: If the employee is sick or disabled he/she may be eligible for:

- (a) 100% of the employee's salary for a period of up to 5 days from the bank of sick days; then
- (d) 66 2/3% of monthly salary (subject to a maximum of \$3,500.00 per month).

The long term disability benefits are not taxable and the maximum payable is \$3,500.00 per month.

Cost: AVIS pays the full cost of the employees' bank of sick days and pays 100% of the cost of the short term disability plan. The employee pays the full cost of the longer term disability plan in order for the plan to provide a non-taxable benefit.

N.B. For information on paid sick days please refer to the Collective Agreement Article 27 - Sections 27.01 through 27.04.

33.06 Pension Plan (Retirement Plan)

The Avis Retirement Plan is designed to supplement the Government Programs and to provide the employee with financial security upon retirement.

Eligibility: Optional after three months or two years of service or compulsory after three (3) years and age 25 for full time employees.

Contribution: 3.5% of bi-weekly salary, up to maximum salary under Quebec/Canada Pension Plan and 5% of salary in excess of that maximum.

Benefits: Termination

Refund of employee contributions with interest or a pension starting at the employee's normal pension date, as required by legislation in the province of residency.

Death

Death before retirement - return of employee contribution with interest or the value of pension earned, payable to beneficiary or spouse, as laid down by legislation in the province of residency.

Retirement

Annual pension payable monthly from first of month after age 65, based on years of service and average salary of last five (5) years with adjustment in respect of such salary up to Quebec/Canada Pension Plan maximum salary.

Cost: Avis shares the cost of the Pension (Retirement) Plan.

33.07 Details About Benefit Plans

- (a) Details about the Plans referred to in this Article are provided in the Employer's Benefit Brochure dated June 1994 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 contract. 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.

33.08 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 including, but not limited to, absence due to Workers' Compensation, and the Employer and each eligible Employee, as applicable, shall continue to pay their respective share of the costs for these Benefit Plans.
- (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 unpaid leave of absence, except that the Employer will maintain and pay the entire cost of an Employee's benefits while on maternity leave or during an absence as a result of illness, injury, disability or other medical condition.

33.09 Casual Employees

Casual Employees will not be covered under the benefit plans or welfare plans referred to in this Article.

ARTICLE 34: TRAINING AND EDUCATION

34.01 Educational Reimbursement Plan

All full-time employees who have completed 6 months of service may qualify for the Educational Reimbursement Plan.

Course Requirements

Courses considered must be related to the employee's present job or leading to another job in a similar field.

The purpose must be to improve the employee's skills, broaden qualifications for promotion and increase potential value to the company.

Courses included in the program are primarily those which are part of a curriculum leading to a business degree at an accredited school.

Special courses, not leading to a business degree, are considered and approved on an individual basis.

Courses must be approved by the employee's manager prior to enrolling in the course.

Schooling must not interfere with employee's job requirements.

Reimbursement

Avis will reimburse the employee two-thirds (2/3) of tuition costs for an approved course in which a passing grade is allowed.

Expenditures for registration fees, lab fees, books, material etc... will not be reimbursed.

Upon completion of the course, the employee submits a copy of the transcript of final grades and a copy of the receipt indicating tuition payment to his manager.

A reimbursement cheque will be mailed from Human Resources in Toronto.

In order to receive reimbursement, the employee must be employed by Avis at the time of payment.

34.02 Education and Training Fund

- (a) The Employer shall contribute to the Union the sum of \$2000.00 per year for every year of the collective agreement for education and training of Union members.
- (b) The money shall be made payable to COPE Local 378 Education and Training Fund, 2nd Floor, 4595 Canada Way, Burnaby, B.C. V5G 1J9 and shall be remitted on June 1, of each contract year.

ARTICLE 35: LABOUR/MANAGEMENT RELATIONS

35.01 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.

35.02 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.

35.03 Committee Meetings

The parties shall meet once every three (3) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Committee meetings will be held during normal working hours unless agreed otherwise and any time spent by Employee Committee members shall be without loss of pay.

35.04 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.

35.05 Minutes of Meetings

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 36: SAVINGS PROVISIONS

36.01 Government Action Affecting Agreement

- (a) If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation:
 - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
 - (ii) 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 36.01(a) above.
 - (iii) If mutual agreement cannot be reached as provided in Clause 36.01(a)(ii) 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 37: GENERAL PROVISIONS

37.01 Preparation and Distribution of the Collective Agreement

- (a) The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and his/her rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to Employees. The cost of such printing and distribution shall be borne equally by the parties.
- (b) Prior to printing any copy of this Agreement for distribution to bargaining unit Employees, the Employer shall consult with the Union with respect to the design and format for the Agreement.

ARTICLE 38: DURATION

38.01 Duration

This Agreement shall be binding and remain in full force for the period from and including June 1, 2015 to and including May 31, 2018.

38.02 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

38.03 Agreement To Continue In Force

Both Parties shall comply full 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. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

38.04 Exclusion Of Operation: Section 50(2) L.R.C.

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

IN WITNESS WHEREOF, the Union and the Employer have caused this agreement to be executed in their names by their duly authorized representative(s) this _____ day of _____
_____ 2015.

Aiko Bunn
**FOR THE EMPLOYER
UNION**

Kevin Moore
FOR THE

Cameron Wallace
FOR THE EMPLOYER

Shon Nandan
FOR THE UNION

Emil Garai
FOR THE UNION

Jason Lal
FOR THE UNION

Cathy Hirani,
Union Representative
FOR THE UNION

APPENDIX "A"

SALARY SCALES

AVIS Wage Progressions 2015-2017

AVIS Wage Progressions 2015-2017								
Rover, Service Agents, Utility Agents								
	06/01/14	3.00%	06/01/15	3.25%	06/01/16	3.00%	06/01/17	
start	\$ 14.23	\$ 0.43	\$ 14.66	\$ 0.48	\$ 15.13	\$ 0.45	\$ 15.59	
3m	\$ 15.42	\$ 0.46	\$ 15.88	\$ 0.52	\$ 16.40	\$ 0.49	\$ 16.89	
1yr	\$ 17.22	\$ 0.52	\$ 17.74	\$ 0.58	\$ 18.32	\$ 0.55	\$ 18.87	
2yr	\$ 19.18	\$ 0.58	\$ 19.76	\$ 0.64	\$ 20.40	\$ 0.61	\$ 21.01	
3yr	\$ 21.77	\$ 0.65	\$ 22.42	\$ 0.72	\$ 23.14	\$ 0.69	\$ 23.83	
4yr	\$ 22.56	\$ 0.68	\$ 23.24	\$ 0.76	\$ 24.00	\$ 0.72	\$ 24.72	

Rental Sales Associates, Car Control, Clerk Typists								
	06/01/14	3.00%	06/01/15	3.25%	06/01/16	3.00%	06/01/17	
start	\$ 15.01	\$ 0.45	\$ 15.46	\$ 0.50	\$ 15.96	\$ 0.48	\$ 16.44	
3m	\$ 16.07	\$ 0.48	\$ 16.55	\$ 0.54	\$ 17.09	\$ 0.51	\$ 17.60	
1yr	\$ 17.70	\$ 0.53	\$ 18.23	\$ 0.59	\$ 18.82	\$ 0.56	\$ 19.38	
2yr	\$ 19.57	\$ 0.59	\$ 20.16	\$ 0.66	\$ 20.82	\$ 0.62	\$ 21.44	
3yr	\$ 22.65	\$ 0.68	\$ 23.33	\$ 0.76	\$ 24.09	\$ 0.72	\$ 24.81	
4yr	\$ 23.55	\$ 0.71	\$ 24.26	\$ 0.79	\$ 25.05	\$ 0.75	\$ 25.80	

Mechanics								
	06/01/14	3.00%	06/01/15	3.25%	06/01/16	3.00%	06/01/17	
M1	\$ 36.06	\$ 1.08	\$ 37.14	\$ 1.21	\$ 38.35	\$ 1.15	\$ 39.50	
M2	\$ 32.89	\$ 0.99	\$ 33.88	\$ 1.10	\$ 34.98	\$ 1.05	\$ 36.04	

The pay scale for Utility Agent shall be the same as for the job classification of Service Agent with the addition of a differential increase of One Dollar and Twenty-Five Cents (\$1.25) for each hour worked by each person categorized as a Utility Agent.

The pay scale for Rover shall be the same as for the job classification of Rover with the addition of a differential increase of Twenty-Five Cents (\$.25) for each hour worked by each person categorized as a Rover.

APPENDIX "B"

JOB DESCRIPTIONS

As per Article 20.01(b), the following is a list of the major duties assigned to each job classification.

The Company acknowledges that employees should not be used on a regular basis to cover work in another job classification. However, the Parties acknowledge that based on job location, the actual duties may vary within reason. Subject to Article 22.05, the Parties acknowledge that any qualified individual may be required to perform duties in another classification for a temporary period.

Rental Sales Associates:

Responsible for all aspects of the renting and returning of vehicles, including, but not limited to, offering for sale all products and services of the Company to promote the profitability of the location, vehicle control and related clerical duties, closing contracts and other return functions dependant on the needs of the operation and other related functions as directed by management.

Service Agents

Responsible for the preparation, inspection and fleet check of vehicles for rent, including, but not limited to, the cleaning and fueling of vehicles, replacement of fluids, the movement of vehicles as required, the inventory of vehicles and other related functions as directed by management.

Rapid Return Agent

Responsible for checking in and inspecting of returned vehicles, including but not limited to, inspecting vehicles for damage and fuel and securing the return of ancillary Company property, the movement of vehicles as required, assisting customers and other related functions.

Clerk

Responsible for varying administrative duties to ensure the successful functioning of the operation, including, but not limited to administration of customer complaints and inquiries, lost and found, parking tickets, tolls, fleet data processing, accounts payable, damage claims and other related duties as directed by management.

Utility Agents

Responsible for all preventative maintenance (eg. oil and tire changes), light body repair of out of service vehicles, PDI, non-warranty mechanical (not licensed mechanical) and other related functions as directed by management.

Mechanic

Responsible for diagnosis, repair and maintenance of vehicles in the fleet, including but not limited to, heavy duty mechanical work, electrical work, warranty, non-warranty, PDI, preventative maintenance and other related functions as directed by management.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: WORK LEADERSHIP RESPONSIBILITIES

By Signature(s) of their duly authorized representative(s) hereinafter affixed, the above Parties do here by mutually agree as follows:

- (1) It is agreed that the responsibilities of an Employee in the bargaining unit who is designated as a Work Leader, or comparable job title shall be as follows:
 - (a) may perform duties largely similar to those whose work he directs;
 - (b) may perform duties related to but at a higher level than the work of the subordinates whom he directs;
 - (c) relieves the supervisor of detailed supervision of routine aspects of the work by:
 - (i) ensuring even work flow and consistency of effort;
 - (ii) allocating various phases of work to different individuals within a general framework laid down by the supervisor;
 - (iii) transmitting the supervisor's instructions to other Employees;
 - (iv) performing a quality control function in respect to subordinates;
 - (v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc...). Should a subordinate's performance or conduct fail to improve as a result of such

warning then the work leader will bring the matter to the attention of the supervisor who may take suitable disciplinary action;

(vi) assists the supervisor in his responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

(d) work leaders will be scheduled and bid in a separate work leader schedule on a seniority basis.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 3

BETWEEN

AVISCAR INC.
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: MECHANIC 1 & MECHANIC 2

With respect to the above-cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) It is agreed that the Employer shall establish within the bargaining unit the job classifications titled Mechanic 1 and Mechanic 2.
- (2) It is agreed that the job descriptions for the job classifications of Mechanic 1 and Mechanic 2 shall be resolved in accordance with Article 20 and all other applicable provisions of the Collective Agreement.
- (3) It is agreed that the new pay scale for job classification of Mechanic 1 and Mechanic 2 shall be as listed in the rate scale below.

Classification	Effective June 1, 2007	Effective June 1, 2008	Effective June 1, 2009	Effective June 1, 2010	Effective June 1, 2011
	3%	3%	3%	3.75%	4%
Mechanic 1	28.83	29.69	30.59	31.73	33.00
Mechanic 2	26.30	27.08	27.90	28.94	30.10

- (4) Incorporating Letter of Understanding into Collective Bargaining Agreement

This Letter of Understanding shall remain in effect and shall be deemed to be incorporated into this Collective Agreement between the Employer and the Union.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: HEALTH AND WELFARE BENEFITS

The Employer agrees to maintain the following benefits for eligible employees, up to the level of the Employer's national plan and present level of Vancouver Bargaining Unit cost sharing.

- * Life Insurance
- * Income Protection
- * Dental Plan
- * Retirement Plan
- * Free Vacation Car Rental
- * Educational Reimbursement Plan

Changes may only be made to the benefit plan when such changes are made on a national basis.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 5

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: PARKING PRIVILEGES

During the term of this Agreement the Employer will maintain three (3) parking spaces at the downtown facility for bargaining unit employees. Parking at the airports will continue to be provided as is current practice i.e. that parking will be provided.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 6

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: RENTAL SALES AGENT INCENTIVE PROGRAM

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Continuation And Modification Of Rental Sales Agent Incentive Program

The Union specifically agrees that the Employer shall have the right to continue the current Rental Sales Agent Incentive Program, subject to the sole discretion of the Employer. Without limiting the generality of the foregoing, and for greater clarity and certainty, the Union further specifically agrees that modification to and retention of said program shall be subject to the exclusive decision-making authority of the Employer.

(2) Notification To Union Concerning Discontinuation Of Rental Sales Agent Incentive Program

The Employer specifically agrees to provide the Union with advance written notice of the discontinuation of the Rental Sales Agent Incentive Program.

(3) Changing The 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) Incorporating Letter Of Understanding 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 writing, and shall so apply.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 7

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: PRELIMINARY HEARINGS IN CONNECTION WITH DISCIPLINE

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Convening A Preliminary Hearing

Before suspending or discharging any Employee, the Employer will first convene a preliminary hearing to provide a forum for a review of the evidence of the case.

(2) Purpose Of A Preliminary Hearing

The purpose of the preliminary hearing will be to afford the Parties the opportunity to provide each other with relevant information which is in the possession or knowledge of either the Employer or Union.

(3) Advance Notice Of A Preliminary Hearing

The Employer shall advise the Union and the Employee(s) concerned in advance of the date, time and location of such hearing.

(4) Union Representational Rights

At a preliminary hearing, the Union and each Employee shall have representational rights as described in Clause 13.03 of the Collective Agreement.

(5) Suspension Prior To A Preliminary Hearing

An Employee whom the Employer contemplates disciplining by virtue of a suspension or discharge may be suspended by the Employer prior to convening of the requisite preliminary hearing if the Employer reasonably believes that such person poses a significant threat to the welfare of the Employer's property or any person for reasons involving allegations including, but not limited to, theft, dishonesty, physical violence, and/or gross negligence, otherwise such Employee shall remain working pending the outcome of the preliminary hearing.

(6) Termination Of This Letter Of Understanding

By serving thirty (30) calendar days prior written notice, the Employer or Union shall retain the uncontested right to completely discontinue the preliminary hearing forum as referenced in this Letter Of Understanding, in which case this Letter Of Understanding shall be deemed to be extinguished and rendered null and void.

(7) Changing The Letter Of Understanding

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

(8) Incorporating Letter Of Understanding 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 writing, and shall so apply, except as otherwise extinguished and rendered null and void pursuant to Paragraph number (6) above.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 8

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

**RE: SENIORITY AND SERVICE FOR PERSONS ENTERING BARGAINING UNIT FROM
WILLE DODGE CHRYSLER**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) Seniority And Service Recognition

It is agreed that persons entering the bargaining unit on or about June 18, 1996 who were previously in the employ of Wille Dodge Chrysler shall have all time spent in the employ of said entity recognized for all seniority and service purposes under the Collective Agreement between the Employer and the Union who are signatory to this Letter Of Understanding, save and except as expressly provided otherwise in Paragraph number 2 below. This time spent in the employ of Wille Dodge Chrysler for each such person shall be calculated effective on and from his or her date of hire with said entity, which is as follows:

Bruce Dutrisac	June 01, 1990
Jan Wihksne	April 29, 1991

It is agreed that the above list shall be subject to any change deemed necessary by the Parties based on any verifiable errors and/or omissions.

(2) Limitation On Pension Rights And Entitlements

It is further agreed that the seniority and service recognition described in Paragraph number (1) above shall not apply with respect to pension rights or entitlements under said Collect Agreement for persons entering the bargaining unit on or about June 18, 1996 who were previously in the employ of Wille Dodge Chrysler. Without limiting the generality of the foregoing, and for greater clarity and certainty, it is agreed that pension rights and entitlements for said persons under the Collective Agreement between the Employer and the Union who are signatory to this Letter Of Understanding shall be deemed to commence effective on and from June 18, 1996. the provisions of this Paragraph number (2) shall apply unless applicable legislation expressly provides otherwise, in which case such legislation shall prevail.

(3) Changing The 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) Incorporating Letter Of Understanding 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.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 9

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: CLARIFICATION OF VACATION ENTITLEMENT

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

- (1) Wherever in the Collective Agreement an employee's vacation entitlement to time off work is prescribed as being a given number of "working days" of absence for vacation purposes, it is mutually agreed between the Employer and the Union, by way of clarification, that such entitlement shall be deemed to mean, for each such day, the equivalent of eight (8) hours vacation time.

For example, an employee normally scheduled to work eight (8) hour shifts who is entitled pursuant to Clause 25.05 of the Collective Agreement to twenty (20) "working days" of vacation shall be entitled to vacation time equivalent to one hundred sixty (160) hours off work, that is, twenty (20) actual working days vacation, calculated by multiplying the number of "working days" of vacation entitlement per Clause 25.05 by the agreed upon factor of eight (8) hours for each such day, then dividing the result by the number of hours, in this case eight (8) hours, reflecting the length of such employee's normal shift, that is "work day".

For example, an employee normally scheduled to work ten (10) hour shifts who is entitled pursuant to Clause 25.05 of the Collective Agreement to twenty (20) "working days" of vacation shall be entitled to vacation time equivalent to one hundred sixty (160) hours off work, that is, sixteen (16) actual working days vacation, calculated by multiplying the number of "working days" of vacation entitlement per Clause 25.05 by the agreed upon factor of eight (8) hours for each such day then dividing the result by the number of

hours, in this case ten (10) hours, reflecting the length of such employee's normal shift, that is "work day".

- (2) Nothing contained in this Letter Of Understanding shall be construed or applied in any manner so as to in any way reduce the total amount of vacation hours or vacation pay to which any employee is entitled under the Collective Agreement. The sole purpose of this Letter Of understanding is to clarify the meaning of "working day" relative to vacation time off work entitlement for employees with varying length of shifts, that is, "working day".

(3) Changing The 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) Incorporating Letter Of Understanding 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.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 10

BETWEEN

**AVISCAR INC
("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 the employer, 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 the employer, 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 three (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 the Union, Company or any employee in the bargaining unit in any such conflict resolution shall be on a strictly voluntary basis.

- (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.
- (9) This Letter of Understanding shall remain in full force and effect for a minimum period of one (1) year, commencing from the effective date of the Collective Agreement executed by and between Parties in the year 2007. At any time after this period of this one (1) year period, this Letter of Understanding may be terminated and rendered null and void by either the Employer or the Union giving the other party at least thirty (30) calendar days prior written notice of such termination.

FOR THE EMPLOYER

Cameron Wallace

Date: February 8, 2013

FOR THE UNION

Kevin Smyth

LETTER OF UNDERSTANDING NO. 11

BETWEEN

**AVISCAR INC
("Employer")**

AND

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

RE: HEALTH & WELFARE COST SHARING

During the course of the 2007 negotiations, it was discovered that the current cost sharing methods for Health & Welfare benefits employed by the Company under its National formula was more beneficial for the employees than the formula outlined in the current collective bargaining agreement Article 33. The Company agreed to continue to apply the National cost sharing formula to the bargaining unit for the life of the new agreement (current to May 31, 2012).

The Parties agreed that the Employer will bring the Manulife benefits into line with the collective agreement no later than 3 months following ratification or later if mutually agreed.

For the purposes of the cost sharing arrangement, the Parties agree to maintain the current cost sharing arrangement currently in place including but not limited to, Life Insurance, Extended Health Benefits, Medical Coverage (MSP), Dental Plan Vision Care, Short Term and Long Term Disability Plan, and Pension Plan. The Employer will provide the Union with that cost sharing arrangement in accordance with the Collective Agreement within ninety (90) days. The Parties agree whichever cost sharing arrangement is more favourable to the employee, that rate shall prevail for the life of the Collective Agreement.

FOR THE EMPLOYER

Aiko Bunn

Date: June 27, 2012

FOR THE UNION

Glen MacInnes

LETTER OF UNDERSTANDING NO. 12

BETWEEN

**AVISCAR INC.
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: RELIEF SHIFT

Whereas the Employer tabled proposals to amend the collective agreement to allow casual workers to be hired to cover seasonal work; proposals that would change the way when part time employees would be paid overtime; and the new use of one relief shift that would not have an established shift;

Whereas the Union agrees to look at ways in which the employer can create a relief position that will cover seasonal work, unusual peak periods, and coverage for when a regular employee is absent from work for the reasons listed in Article 4.03;

The Parties agree in good faith to meet prior to each shift bid to discuss the possibility of introducing such a relief shift for the period that the shift bid is in effect.

Either Party can cancel this Letter of Understanding at any time within thirty (30) days notice to the other Party.

FOR THE EMPLOYER

Aiko Bunn

Date: June 27, 2012

FOR THE UNION

Glen MacInnes