

COLLECTIVE AGREEMENT

between

NATIONAL CAR RENTAL (CANADA) INC.

(Hereinafter termed the “Employer”)

- and -

**OFFICE AND PROFESSIONAL EMPLOYEES’
INTERNATIONAL UNION
LOCAL 378**

(Hereinafter termed the “Union”)

Term: August 1, 2003 to July 31, 2008

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ARTICLE 1: PARTIES

1.01 Parties To The Agreement

This Agreement is made and entered into by and between:

NATIONAL CAR RENTAL (CANADA) INC.

(Hereinafter termed the “Employer”)

- and -

OFFICE AND PROFESSIONAL EMPLOYEES’
INTERNATIONAL 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 Purpose Of Agreement

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

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

ARTICLE 3: INTERPRETATION

3.01 Interpretation

This Agreement shall be interpreted in its entirety and in compliance with any 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, where the context requires.

3.05 Incorporated Documents

All appendices to this Agreement; all benefit plans and/or contracts referred to herein 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 Full Time Regular Employees

(a) Definition of Full Time Regular Employee

A "Full Time Regular Employee" is a person who is employed as a regular employee on a full time basis. 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 Full-Time Regular Floating Employees, Part Time Regular Employees or Casual Employees as the case may be.

"Full Time Regular Floating Employee" means an Employee employed on a full time basis to replace one (1) or more Regular Employees or another Full Time Regular Floating Employee who is/are absent from work for any reason. A "Full Time Regular Floating Employee" may also be hired or used to provide coverage during a period of unusual peak workload. The periods between May 1st to September 30th, inclusive, and December 15th to January 14th, inclusive, are acknowledged to be known peak workload periods for the employer and are therefore not considered to be "unusual"; however, it is recognized that "unusual" peak workloads may occur from time to time during these known peak workload periods. To enhance continuity of employment for "Full Time Regular Floating Employees", the Employer may also use such personnel for other purposes within existing job descriptions and job classifications.

It is the intention of the Parties that the primary purpose for establishment of the employee status of Full Time Regular Floating Employee is to provide the Employer with an enhanced ability to cover absences from work by Full Time Regular Employees (non-floating) without eroding hire or use by the Employer of Full Time Regular Employees (non-floating) or diminishing their rights or entitlements under this Agreement. Accordingly, and without limiting the generality of the foregoing, the Employer shall not hire or use Full Time Regular Floating Employees to avoid the continuance, creating or filling of positions for or by Full Time Regular Employees (non-floating).

(b) Application of Agreement

Full Time Regular Employees (non-floating) shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Full Time Regular Floating Employees, Part Time Regular Employees or Casual Employees, as the case may be.

Full Time Regular Floating Employees shall be treated in all respects under this Agreement as if they were Full Time Regular Employees (non-floating) save and except that they shall not have the right to bid on shifts. Instead, the shifts to be worked and the work locations of Full Time Regular Floating Employees shall be established by the Employer on an "as-needed" basis, which discretion must be exercised reasonably. All time spent traveling by a Full Time Regular Floating Employee between work locations on any given workday shall be deemed to be time worked for all purposes under this Agreement.

(c) Bidding on Regular Floating Employee Positions

Full-Time Regular Employees (non-floating) will not be entitled to bid on postings for Full-Time Regular Floating Employee positions except where the Full Time Employee is on layoff or otherwise with the prior express written consent of the Union and Employer in each case. Nothing in this clause will be construed as interfering with the rights set out in Clause 19.06 of the Collective Agreement.

4.02 Part Time Regular

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. A Part Time Regular Employee shall not work more than thirty (30) 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 28.02(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 as provided in Article 26. Vacation pay and vacation time off work will be calculated on the same basis as for a Full Time Regular Employee with the same calendar service.
- (d)** 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. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be deemed to be 2,080. 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 2,080 hours as the “full-time equivalent” for any one (1) year period.

- (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 Casual Employees

(a) Definition Of Casual Employee

A Casual Employee is an Employee who is employed to replace an incumbent Full Time Regular Employee, Full Time Regular Floating Employee or Part Time Regular Employee who is absent from work for any reason. A Casual Employee may also be employed to provide short-term coverage during a period of unusual peak workload. The periods between May 1st to September 30th, inclusive, and December 15th to January 14th, inclusive, are acknowledged to be known peak workload periods for the Employer and are therefore not considered to be “unusual”; however, it is recognized that “unusual” peak workloads may occur from time to time during these known peak workload periods.

(b) Casual Seniority And Its Application

A Casual Employee who accrues a minimum of 960 working hours (accumulated on a straight-time basis) shall become a Seniority-Rated Casual (“SRC”) Employee with Casual Seniority thereafter equivalent to hours worked. SRC Employees shall have the right to be called in to work before non seniority-rated Casual Employees in order of Casual Seniority, provided they can perform the available work.

SRC Employees shall lose their seniority if any break in their service is longer than one hundred eighty (180) consecutive calendar days. All Casual Employees who refuse to work more than six (6) work assignments in a calendar year, (provided they are given in each case at least forty-eight (48) hours advance notice of the assignment) will lose all rights to employment and cannot re-apply for employment for a period of six (6) months from the time of the lost employment.

SRC Employees shall have the right to bid on posted job vacancies under Article 18 of the Collective Agreement, in which case they shall be deemed to have completed their probation period for the purposes of Clause 18.05 and Article 16.

Seniority for Regular Employees shall prevail at all times for all purposes under the Collective Agreement over Casual Seniority.

(c) Application Of Collective Agreement

Casual Employees shall be covered by all of the terms and conditions of the Collective Agreement except (1) those provisions which apply specifically and exclusively to Full Time Regular Employees, Full Time Regular Floating Employees or Part Time Regular Employees and (2) the following specific exceptions:

- 6.02 Contracting Out
- 8.03 – 8.04
- 19 - Displacement, Layoff and Recall
- 20 - Technological Change
- 21 - Job Evaluation
- 22.04 - Partial Reduction of Hours
- 24.05 - Overtime Banking
- 24.07 – Paid Sick Leave
- 24.08 – Call In Call Out
- 24.09 – Stat Holidays
- 24.10 – Overtime
- 25 - Stat Holidays
- 26 - Annual Vacations
- 28 - Sick Leave
- 29 - Leave of Absence
- 30 - Additional Leaves of Absence
- 34 - Benefit Plans
- 35 – Training and Education
- EAP Program
- Letter of Understanding on Conflict Resolution
- Letter of Understanding No. 7 - Benefits Package

Statutory holiday pay entitlement for Casual Employees shall be determined on the basis of working on a minimum of fifteen (15) days in the thirty (30) consecutive calendar day period immediately prior to the given Statutory holiday.

Casual Employees shall be entitled to vacation pay in accordance with Article 26 but not vacation time off work.

(d) Restrictions On Use Of Casual Employees

The Employer shall only have the right to use a Casual Employee to replace an incumbent Regular Employee or Full Time Regular Floating Employee who is absent from work for any reason until such time as the Employer can reasonably be expected to engage a Full Time Regular Floating Employee for that purpose.

- (e) It is the intention of the parties that the proper purposes of the Casual category is to replace (subject to Clause 4.03 (d)) an incumbent Full Time Regular Employee, Full Time Regular Floating Employee or Part Time Regular Employee who is absent from work for any reason and to provide short-term coverage during a period of unusual peak workload, without eroding hire or use by the Employer of Regular Employees or diminishing their rights or entitlements under this Agreement. Accordingly, and without limiting the generality of the foregoing, the Employer shall not employ Casual Employees to avoid the continuance, creating or filling of positions for or by Regular Employees (floating or non-floating).

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 August 15, 1996 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 and covered by the certification or any amendments thereto, issued by the Labour Relations Board of British Columbia, or any of its successors.
- (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.

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.

ARTICLE 7: UNION MEMBERSHIP AND DUES

7.01 Union Membership

- (a) The Employer agrees that 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 a member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount 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 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 by not later than the fifteenth (15) day of the calendar 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.

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 prior to March 1 of the succeeding calendar year.

7.06 Religious Objections

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

7.07 No Anti-Union Conduct

The Employer and the Union agree that there shall be no discrimination or other adverse conduct against any employee for reason of membership or activity in the Union.

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 Employer shall recognize one (1) Job Steward and one alternate at each location designated by the Union, except at the Airport there shall be (3) Job Stewards representing Rental Sales Agents and Service Agents, at least one of which shall be a Rental Sales Agent and one of which shall be a Service Agent. It is understood that, where only one Job Steward is at work, members from either group are entitled to access that Job Steward.
- (c) 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 Job Steward Activities

- (a) The authority of the Job Stewards shall include the following activities:
 - 1. The investigation and presentation of grievances or complaints which may result in grievances.
 - 2. 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.
- (b) 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.

8.03 Leave Of Absence For Union Business

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the O.P.E.I.U., Local 378, or the O.P.E.I.U. shall be granted an unpaid leave

of absence to perform their duties. The Union shall give the Company notice in writing at their earliest opportunity but not less than fourteen (14) days prior to the commencement of the leave. The Employee will continue to accrue seniority with the Employer.

- (b) Where benefit plan coverage permits, an employee on leave pursuant to Article 8.03 (a) may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case s/he will be responsible for reimbursing the employer on a monthly basis for the cost of such continued coverage, unless the O.P.E.I.U. makes such monthly payments on behalf of the Employee.
- (c) Employees returning to the workplace pursuant to this Article shall fill the first available vacancy - not bump.
- (d) Permission for leave pursuant to this Article 8.03 shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved period of the leave.

8.04 Leave Of Absence For Union Functions

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. Notwithstanding the above, a leave of absence for one (1) employee to attend OPEIU Local 378 Executive Council Meetings will be subject to the notice provisions of Article 8.04 but not operational requirements.

8.05 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.

8.06 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.

8.07 Information For New Employees

The Employer agrees to acquaint new employees covered by the terms of this Agreement with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Article 7. The Employer shall provide each new employee with a copy of the current Collective Agreement, all benefit and Retirement Income Plan, and with the name and location of the Job Steward in the area where the employee is assigned. The Employer agrees that a Job Steward shall be given an opportunity without loss of pay, for one (1) hour within the first thirty (30) days of employment to acquaint the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

8.08 Bulletin Boards And Ballot Boxes

- (a) 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.
- (b) 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.
- (c) It is agreed that, with the consent of the Employer which shall not be unreasonably denied, the Union shall have the right to place ballot boxes in the workplaces of the Employer for the purposes of conducting Union elections, referenda, polling or collective agreement votes.

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 employees 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.

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 agents, 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 or family status. 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 (Personal Or Sexual)

(a) Harassment-Free Workplace

The Employer recognizes the right of all Employees to work in an environment that is free of personal harassment or sexual harassment.

(b) Definition Of Personal Harassment

Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal.

(c) 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:

- (i) sexual or physical assault,
- (ii) propositions in exchange for workplace favours,

- (iii) unwelcome sexual touching,
- (iv) direct insult on the basis of gender,
- (v) relentless unwanted pursuit,
- (vi) other like behaviour.

Whether or not conduct is seen as “unwelcome” will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

(d) Processing Complaints

Complaints concerning alleged personal or sexual harassment shall be subject to resolution in accordance with the provisions of Letter Of Understanding No. 8.

(e) Employer Responses

The Employer may undertake discipline or other appropriate action against any person who engages in personal harassment or sexual harassment in violation of this Clause 10.03. The Employer may also undertake discipline or other appropriate action against any person who under this Clause 10.03 makes a claim of personal or sexual harassment which is determined to be frivolous, vexatious or vindictive in nature.

(f) Employee Obligations

The Employer and the Union agree that Employees have a responsibility to co-operate with one another in the course of their duties. Employees in the bargaining unit must refrain from personal or sexual harassment or be subject to discipline or other appropriate action by the Employer up to and including discharge.

10.04 Personal Duties

The Parties agree that Employees shall not be required to perform any personal 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.

ARTICLE 11: NO LOCKOUT - NO STRIKE

11.01 No Lockout – No Strike

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 Crossing Picket Lines

It shall be no violation of this Agreement for any employee to refuse to cross a picket line recognized by the Union. 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 13.

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 Job Steward, whenever possible, 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 Job Steward to the immediate Supervisor in writing, with a copy to the Union, and to the City Director - Vancouver 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 Job Steward and/or Union Representative and render a decision in writing to the Job Steward with a copy to the Union and the City Director - Vancouver 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 City Director - Vancouver, 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 Director - Vancouver 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 City Director - Vancouver 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 13.

12.08 Time Limits

Time limits specified in Article 12 are directory and may be extended by written agreement between the two parties.

12.09

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

12.10 Disclosure of Information

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

12.11 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 Employer recognizes the exclusive bargaining agency of the Union. Once a grievance has been filed, the Employer will not seek to negotiate a resolution of the grievance with the grievor(s) but will do so, if at all, through the Union representatives of the grievor(s).

ARTICLE 13: ARBITRATION PROCEDURE

- (a) Any grievance that 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 twenty (20) working days of notification being received by the other party, agree on a single arbitrator.

If the Employer and the Union cannot agree on an Arbitrator within twenty (20) calendar days following the date of issue of a notice of referral to arbitration, then the Parties shall choose one (1) of the arbitrators from the list defined in (b) below, by random draw, subject to the reasonable availability of the selected arbitrator.

(b) Arbitrators List

For the duration of this Agreement the list of Arbitrators shall be:

Emily Burke
David McPhillips
Susan Beatty
Ron Keras
Rick Coleman

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon expiry of the collective agreement, or, by mutual agreement at any time during the collective agreement.

- (c) 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.
- (d) 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.
- (e) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

13.01 Expedited Arbitration

Notwithstanding all of the foregoing provisions of this Article, at any time after the commencement of Step 1, the procedure set out in Section 103 of the Labour Relations Code of British Columbia may be implemented as follows:

If a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this collective agreement, David McPhillips or a substitute agreed to by the parties, shall at the request of either party.

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request; and for those thirty (30) days, time does not run in respect of the grievance procedure.

ARTICLE 14: DISCIPLINE, DISCHARGE AND TERMINATION

14.01 Just Cause

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

14.02 Union Representation

When a meeting is to occur involving an employee for the purpose of discipline or discharge, including discharge for non-culpable causes, the Employer shall advise the Union in advance of such meeting and a Union representative shall have the right to be present at such meeting, the exercise of which right shall not unduly delay the meeting. The term "meeting" in this clause will mean a meeting or other such encounter.

14.03 Notice Of Disciplinary Action

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.

14.04 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.

14.05 Discipline Grievances

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an Employee has been disciplined, discharged or terminated for other than just cause or that if just cause exists, that the penalty is inappropriate, the Arbitrator, the Labour Relations Board, or other body shall have the power:

To direct the Employer to reinstate the Employee with full pay, including retroactivity and interest, and to make the Employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the Employee under the Collective Agreement had he or she remained working.

14.06 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, which will not be unreasonably denied.

14.07 Work Assignments And Relocation Not To Be Used For Disciplinary Purposes

The Employer shall not have the right to assign or reassign work or to locate or relocate any Employee as a disciplinary action except with the concurrence of the Union, which will not be unreasonably denied.

14.08 Major Discipline

- (a) Prior to imposing discipline in the nature of a suspension or termination, the Employer will contact a full-time Business Representative of the Union. The purpose of such contact will be to:

 - i identify the potential range of disciplinary measures which the Employer is considering in the case;
 - ii discuss the state of the evidence in the case, and receive such further information as the Union may be in a position to provide; and
 - iii discuss alternatives to the imposition of a suspension or dismissal as the case may be.
- (b) The imposition of discipline will not be unduly delayed by this process.
- (c) Any communications flowing from this Clause 14.08 are agreed by the parties to be privileged and confidential and will be treated for all purposes as if the communications had occurred during the grievance procedure on a "without prejudice" basis.
- (d) In this clause, "suspension" means a disciplinary suspension and, for greater specificity, does not include any period of time during which an employee may be involuntarily removed from the workplace pending the completion of an investigation.

ARTICLE 15: PERSONNEL FILES AND PERFORMANCE ASSESSMENTS

15.01 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, save and except that the employer's head office may have the original file so long as the requisite copies are in the local file available to the employee.
- (b) No disciplinary report or disciplinary record shall be placed in any personnel file unless the Employee concerned is first given a copy of the report or record.

15.02 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 City Director - Vancouver. An employee may request and shall receive a copy of any record or document contained in the employee's personnel file.

15.03 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 City Director - Vancouver. On request, the Union representative shall be provided with copies of all pertinent documents.

15.04 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/she 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 assessment, the Employer shall issue a letter of discipline concerning these matters separate and apart from the assessment document.

15.05 Disciplinary Notices

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

ARTICLE 16: PROBATIONARY EMPLOYEES

16.01 Probation Period

- (a) A new employee, other than a Casual Employee shall be considered on probation for ninety (90) calendar days from the date of last entry into the Employer's service.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.

16.02 Employer Obligations During Probation Period

- (a) The Employer shall inform a probationary employee of the standards, which he/she is expected to meet during the probation period and the probationary employee will be given a written progress report on at least two separate occasions during the probationary period.
- (b) Upon successful completion of the probation period the employee will receive written confirmation of the same with a copy sent to the Union.

16.03 Discharge Or Termination Of Probationers

The Employer may discharge a probationary employee at any time during the probation period where it decides in good faith that the probationary employee is unsuitable for continued employment in the position in which he/she is employed.

ARTICLE 17: SENIORITY

17.01

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 day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.
- (b) The seniority of any employee who is absent from work due to vacation, leave of absence, Workers' Compensation or other approved time off work pursuant to this Agreement shall continue to accrue during the period of such absence from work, subject to the provisions of Clause 17.09.

17.02 Calculation Of Seniority - Part Time Regular Employees

- (a) Seniority for Part Time Regular Employees shall be calculated on a pro-rata basis in accordance with the proportion of full time equivalent hours worked.
- (b) The seniority of 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 continue to accrue during such absence. The employee who is laid off and recalled during the applicable recall period shall continue to accrue seniority throughout the period of such absence from work, subject to the provisions of Clause 17.09. For this purpose, such absence 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 during the six (6) full calendar months worked immediately prior to commencement of the absence from work, pro-rated in accordance with the proportion of full time equivalent hours worked.
- (c) Overtime hours shall not be included for seniority calculation.

17.03 Calculation of Seniority - Casual Employees

Casual Employees shall not accrue any seniority (except casual seniority) until such time as they obtain Full Time Regular Employee status under this Agreement. Casual Employees who move from casual to full-time regular status shall have their seniority credited back to the beginning of their most recent period of employment. This provision does not in itself affect wage scales or progression of such wage scales).

17.04 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.

17.05 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.

17.06 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 17.09. Upon expiry of this time limit, the employee shall lose all seniority unless by then he has returned to the bargaining unit.

17.07 Termination Of Seniority

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

- (a) he/she is discharged or terminated for just cause and subsequently not reinstated;
- (b) he/she 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/she is laid off and recalled and, except as indicated in Article 19.07(b), fails to return to work in accordance with this Agreement or his layoff period has expired;
- (d) he/she accepts any job or position with the Employer outside the bargaining unit; except as expressly provided otherwise by this Agreement;
- (e) he/she 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.

17.08 Seniority Lists

Seniority lists will be made available by the Employer as requested by the Union but not more frequently than twice a year.

17.09 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 17.07, unless a waiver, in whole or in part, is granted by the Union.

17.10

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 purposes of seniority credit.

17.11

For the purpose of this Agreement, the Employer and the Union will agree upon and establish a seniority and length of service list, which will set out initial entitlement and salary steps of employees at the effective date of the Agreement.

ARTICLE 18: HIRING AND PROMOTION

18.01

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

18.02 Bargaining Unit 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 the 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 the Employer posted the vacancy.
- (d) A copy of all job postings shall be sent to the Union.

18.03 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.

18.04 Filling Posted Job Vacancies

(a) Employer Is Responsible For Job Selection

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.

(b) Applicants To Be Acknowledged

The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status; seniority date; job title; job group; and permanent headquarters of that person and, in the case of a person hired from outside of the bargaining unit, of the excluded or external hire status of such person. The Union shall be provided with this same information with respect to each unsuccessful applicant from within the bargaining unit.

(c) Withdrawal Of Applications

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

(d) Rights Of Unsuccessful Applicants

On request, the Employer shall inform an unsuccessful candidate in writing why the candidate's application was not successful.

(e) Rights Of Successful Applicants

(i) Moving into the new position

Where any Employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the Employee into the new position on the date the vacancy was to be filled or as soon thereafter as possible.

(ii) Return to former position

- (1) An Employee selected to fill a posted job vacancy under this Article will be considered on trial for a period of ninety (90) calendar days, starting on the date the Employee commences work in the new position, after which the Employee will be confirmed in the new position.
- (2) During the trial period and prior to confirmation the Employer may elect to return the Employee or the Employee may elect to be returned to his/her former classification and work location.
- (3) The exercise of an election by the Employer or the Employee under Clause 18.04(e)(ii)(2) will only be for legitimate reason(s). Without limiting the generality of the foregoing, dissatisfaction with his or her shift will not be considered a legitimate reason for the Employee's election under said Clause.
- (4) The returning Employee will return to his/her former classification without adverse impact on rate of pay, benefits and seniority or service accumulation. For greater certainty, an Employee returned to the former classification will be entitled to be placed on the wage scale he or she would have achieved if the Employee had remained in the former position, but will not be entitled to foregone opportunities such as, without limiting the generality of the foregoing, foregone incentive earnings and overtime opportunities.
- (5) Where the returning Employee's former position has been posted and filled by the appointment of a Regular Employee, and the Regular Employee has commenced work in the position, the returning Employee will return to a shift as assigned by the Employer until the next shift bid.
- (6) Where the returning Employee's former position has not yet been posted and filled by the appointment of a Regular Employee, or the appointed Regular Employee has not commenced working the position, the returning Employee will return to his or her former shift until the next shift bid.

(iii) Impact of job selection grievance

An Employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of the grievance. If, as a result of the grievance, such Employee is removed from the position at issue, this person shall be returned to his or her former classification and work location in accordance with the provisions of Clause(s) 18.04(e)(ii)(4), (5) and (6), inclusive.

18.05 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.

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 shall be filled by selection of a Casual Employee applicant who has passed his probation period 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 qualification requirements are maintained.

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

18.06 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.

ARTICLE 19: DISPLACEMENT, LAYOFF AND RECALL

19.01

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.

19.02 Notice Of Displacement Or Layoff To Union

(a) Due to Lack of Work or being bumped

The Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of fourteen (14) calendar days prior written notice when Regular Employees are to be displaced or laid off due to a lack of work. This notice will specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off.

19.03 Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to Clause 19.02, the Parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review will include identifying those Employees whom it is anticipated may or will be displaced or laid off.

19.04 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.

19.04 Employee Displacement Options, cont.

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.

19.05 Placement In Vacant Positions

The Employer shall offer vacant positions within the bargaining unit to Regular Employees 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.

19.06 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 have the ability to do the job. Employees who are displaced from their jobs as a result of such bump back procedures may themselves bump an Employee having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.

Notwithstanding the above, Part Time Regular Employees shall not have the right to bump a Full Time Regular Employee.

19.07 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.
- (b) Notwithstanding Article 17.07 (c), a Regular Employee may at any time waive his right to return to any former position in accordance with this Clause 19.07, without penalty or prejudice, in which event he shall maintain his current position and work location or layoff status, as the case may be.

19.08 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 sixteen (16) months 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 promote to such a classification while an 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.

19.09 Extension Of Recall Period

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

19.10 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any Employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Clause 17.09.

19.11 Benefit Entitlement During Layoff

The benefit plan coverage referred to in this Agreement except for sick leave (including weekly indemnity) and LTD may be continued for the duration of the recall period at the option of the employee provided the employee pays any applicable premiums or contributions related to the benefit programs.

19.12 Impact On Pay Rates

An employee, other than a mechanic, 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.

19.13 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:

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

(b) Casual Employees

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

19.14 Severance Pay Rate

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

19.15 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.

19.16 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:
- (i) any vested rights or entitlements under the Retirement Plan; and
 - (ii) any other accrued benefits or entitlements not paid to the Employee at the time of termination of employment; and
 - (iii) continuation of any coverage the Employee is entitled to receive, subsequent to his termination, under any benefit plan referred to in this Agreement.

ARTICLE 20: TECHNOLOGICAL CHANGE

20.01

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.

20.02

- (a) The Employer agrees to take reasonable steps to avoid any employee losing 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.

20.03

- (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.

20.04

When it is necessary to reduce staff due to technological change, then lay off shall be done in accordance with the provisions of Article 19 above.

ARTICLE 21: JOB EVALUATION

21.01 Basis For Establishing Job Descriptions And Selection Criteria

- (a) All existing job descriptions shall be included as an appendix of this Agreement. (The Job Descriptions attached to this Memorandum are agreed by the parties to be the existing job descriptions.)
- (b) Each job description must accurately reflect all of the major duties of the work to be performed, although minor duties will not have to be specified except in the event of a dispute.
- (c) The basis for determining the appropriate salary shall be in accordance with Article 23.01.
- (d) Development of job descriptions for inclusion as an appendix shall be the responsibility of the Labour Management Committee.
- (e) Any pay adjustment arising under this section will be made retroactive to the day the employee was placed in the position.

21.02 New Or Changed Jobs To Be Discussed

When an existing job is to be changed or a new job is to be created, the Employer shall discuss the proposed job description (including selection criteria) and proposed salary and salary range (in the case of a proposed step-on-scale) with the Union at the Labour/Management Committee level, prior to implementation.

21.03 Job Evaluation Or Salary Grievance

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

21.04 Retroactivity

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

ARTICLE 22: WORKING HOURS

22.01

- (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 and the scheduling, once set forth, shall remain in effect until the next shift bid occurs. Shift bids shall be posted for seven (7) days prior to taking effect.

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

- (b) The normal hours of work for Regular Full-Time Employees will be either:
- (i) Five (5) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by two consecutive days off; or
 - (ii) Six (6) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by three (3) consecutive days off; or
 - (iii) Four (4) consecutive ten (10) hour workdays excluding the unpaid lunch period followed by three (3) consecutive days off.

(c) **Shift Selection**

(i) **Shift Selection Criteria**

Employees shall bid on shift blocks in order of seniority, from highest to lowest, by work location and job classification. Part Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Part Time Regular Employees as prescribed by Clause 4.02. When a vacancy occurs during the period of an existing set shift bid the vacancy will be subject to Article 18.02(a).

(ii) **Shift Bidding Process**

Employees shall be advised by the Employer in turn per Clause 22.01(b) above as to their available shift block choice(s), in full, and thereafter each such person shall have twenty-four (24) hours within which to notify the Employer of his or her choice. Employees who fail to notify the Employer of their choice within the requisite twenty-four (24) hours period shall be moved immediately to the

bottom of the seniority list within their job classification at their work location solely for the purposes of that shift selection opportunity, but each such person shall retain shift selection rights under this Clause.

(iii) Shift Bidding Rights Of Absent Employees

The Employer shall make every reasonable effort to contact Employees who are absent from work for any reason at the material time to ensure that they can, if possible, exercise their shift selection rights pursuant to this Clause 22.01(b). Employees whom it is known with reasonable certainty will be absent from work for whatever reason for at least sixty (60) consecutive calendar days from the date of the shift bid shall be bypassed by the Employer and upon their return to work shall, until the next shift bidding process, be given a shift block as determined by the Employer in its discretion exercised reasonably.

(iv) Impact Of Change Of Job Or Work Location

Employees who have obtained a shift block through the shift bidding process and who subsequently change work location and/or job classification through the job selection procedures contained in Article 18 must take the shift which is left available after all other Regular Employees working on shifts at the new location in the classification have had the opportunity to reselect their shift based on their seniority, until the next shift bid at that location.

22.02 Rest Periods

Each Employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each workday. 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.

22.03 Lunch Period

Each Employee shall receive a lunch period free from work in each workday as follows:

- (a)** The standard lunch period shall be one-half (1/2) hour at or near the midpoint of the workday.

- (b) The authorized variation shall be a lunch period of one (1) hour at or near the midpoint of the workday. In the event the Employee and the Employee's supervisor cannot agree to an authorized variation, the standard shall apply.

22.04 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 19 (Displacement, Layoff and Recall) shall apply.

22.05 No Split Shifts

There shall be no split shifts.

ARTICLE 23: WAGE ADMINISTRATION

23.01

Employees shall be classified and paid in accordance with wage structure for classifications set forth in Schedule “A” attached. All Regular Employees will be paid on a bi-weekly basis on the basis of hours worked. Should the Employer wish to establish new classifications or change existing classifications, it shall be subject to negotiation and agreement between the Parties. In the event the parties fail to agree to such matters, the Employer may set the rate and, if the Union does not accept the rate, the Union may grieve pursuant to the Grievance Procedure of this Agreement. 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.

23.02

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.

23.03 Hiring Rate For Previous Experience

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.

23.04

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.

23.05 Working In A Higher Classification

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 23.06 following, for the period so employed.

23.06

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

Example #1: Six (6) month Admin. Clerk moving laterally Rental Sales Agent will be paid at the six (6) month Rental Sales Agent rate.

Example #2: Two (2) year Service Agent who is promoted to Rental Sales Agent will be paid at the two (2) year pay rate for the Rental Sales Agent.

Example #3: A two (2) year Rental Sales Agent who demotes to a Service Agent will be red-circled at their current rate if the new rate is lower, until their rate catches up.

His/her pay will be increased henceforth after s/he has worked in the new classification the length of time required to progress to the next step of the schedule.

23.07 Pay Rate On Recall

Recalled employees shall be paid at the current rate of their former position and at the step attained at the time of layoff unless the employee accepts recall to a lower classification than formerly held, in which circumstance, they will be paid as provided in Article 23.08.

23.08

Employees 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 23.07.

23.09 Use Of Personal Vehicle

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 covered by this collective agreement.

23.10 Provision Of Uniforms

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.

23.11 Downgrading Due To Job Reclassification

When a job is downgraded in terms of salary due to a job reclassification undertaken in accordance with Article 21, each affected Employee shall receive Red Circle Salary Treatment.

23.12

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 21 or by mutual agreement between the Parties.

ARTICLE 24: OVERTIME HOURS / PREMIUM PAY

24.01

The Employer will define procedure for authorization of overtime.

24.02

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 24.03 below.

24.03 Overtime Pay/Notification

Time and one half (1 1/2) shall be paid for all hours worked in excess of the employees scheduled work day or work week. All overtime worked in excess of two (2) hours beyond the employees regular scheduled 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 of their shift on the day overtime is required.

24.04 Overtime Distribution

Overtime will be distributed on a voluntary basis, by seniority, to employees 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 on shift with the least seniority.

24.05 Overtime Banking

Employees who work overtime may transfer to an overtime bank up to one hundred percent (100%) of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of twenty (20) hours in any six month period. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee’s 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.

24.06 Time Off Between Shifts

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 the selection of shifts by employees is involved.

24.07

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

24.08 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.

24.09

All time worked on a Statutory Holiday or any equivalent day off shall be paid as per Article 25.03.

24.10 Voluntary Overtime

(a) 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.

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

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

24.11 Overtime Meal Provisions

If an employee is required to work two (2) hours or more after his regular shift, a one-half (1/2) hour unpaid meal period will be allowed and the Employee will be provided with up to a ten dollar (\$10.00) meal allowance, based upon submission of appropriate paid receipts.

24.12 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 25: STATUTORY HOLIDAYS

25.01 Paid Holidays

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	

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.

25.02 Statutory Holiday During Annual Vacation

In the event any of the holidays enumerated in 25.01 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.

25.03 Pay For Statutory Holiday

Employees whose regular shift(s) require them to work on Statutory Holidays provided herein will be paid at one and one half (1 1/2x) times their regular rate for the time worked and in addition will, at the employee's option, be paid out for or granted equivalent time off. Such equivalent time off shall be scheduled at a time mutually agreed between the employee and the Employer.

25.04 Work On A Statutory 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 statutory holiday, or an equivalent day off, shall be paid in accordance with the overtime provisions of Article 24 in addition to their regular salary.

25.05 Scheduling Work On Statutory Holidays

Where the Employer has a requirement for such overtime work to be performed on any Statutory 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 Statutory 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 Statutory 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 26: ANNUAL VACATIONS AND VACATION PAY

26.01

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.

26.02

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.

26.03

All employees shall be entitled to:

- (a) Ten (10) working days vacation after one (1) or more years of employment as of May 1st.
- (b) Fifteen (15) working days vacation after three (3) or more years of employment as of May 1st.
- (c) Twenty (20) working days vacation after eight (8) or more years of employment as of May 1st.
- (d) Twenty-five (25) working days vacation after sixteen (16) or more years of employment as of May 1st.

26.04 Proration Of Vacation Entitlement

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.

26.05 Vacation Scheduling

(a) Vacation Scheduling Methodology

Each Employee with vacation entitlement under this Agreement shall have the right to have all or part of his or her vacation entitlement for the one (1) year period between May 1st and April 30th, inclusive, scheduled using either or both of the Formal Vacation Scheduling Process described in Clause 26.05(b) below or the Informal Vacation Scheduling Process described in Clause 26.05(c) below.

(b) Formal Vacation Scheduling Process

- (i) Application of the formal vacation scheduling process shall be subject to the Employer's bona fide operational requirements, which right the Employer must invoke prior to any vacation scheduling in accordance with this Clause 26.05(b). Under the Formal Vacation Scheduling Process, Employees shall select their vacation periods in order of seniority, from highest to lowest, by work location and job classification.
- (ii) The formal scheduling of vacation pursuant to this Clause 26.05(b) shall be done once in each calendar year for vacation to be taken during the next one (1) year period (May 1st to April 30th, inclusive). This formal vacation scheduling process must be commenced by the Employer by not later than March 1st in each calendar year and concluded by not later than April 30th in that calendar year. Employees who use this formal process to schedule vacation must be notified by the Employer in writing of their approved vacation dates by not later than May 1st in each calendar year, unless an extension is mutually agreed between the Employer and the Union.
- (iii) Employees scheduling vacation, in whole or in part, using the Formal Vacation Scheduling Process shall be advised by the Employer in turn per Clause 26.05(b)(i) above as to their available choice(s) of date(s), in full, and thereafter each such person shall have seventy-two (72) hours within which to notify the Employer of his or her choice(s). Employees who fail to notify the Employer of their choice(s) within the requisite seventy-two (72) hours period shall be moved immediately to the bottom of the seniority list within their job classification at their work location solely for the purposes of that calendar year's Formal Vacation Scheduling Process, but each such person shall retain vacation selection rights under this Clause 26.05(b). The Employer shall make every reasonable effort to contact Employees who are absent from work for any reason at the material time to ensure that they can, if possible, exercise their vacation scheduling rights pursuant to this Clause 26.05(b).
- (iv) Subject to bona fide operating requirements properly invoked by the Employer in accordance with Clause 26.05(b)(i) above, Employees scheduling vacation, in whole or in part, using the Formal Vacation Scheduling Process shall have the right to schedule all of their vacation entitlement in one (1) continuous period or to schedule their vacation in split periods providing that no such split period of vacation is less than five (5) consecutive

working days in length. Working days shall be considered to be consecutive for this purpose even if interrupted by regularly scheduled days off work or Statutory Holidays.

- (v) Employees wanting vacation during the period May 1st to September 30th, inclusive, and/or December 15th to January 14th, inclusive, in any calendar year(s) must use the Formal Vacation Selection Process to attempt to secure the desired vacation time off work, unless by mutual agreement between the Employer and the Union extenuating circumstances exist to warrant an exception on a case by case basis.
- (vi) Employees who schedule vacation using the Formal Vacation Scheduling Process and who subsequently change work location and/or job classification through the job selection procedures contained in Article 18 shall be subject to having previously scheduled vacation changed at the discretion of the Employer, which discretion must be exercised reasonably taking into account the following factors: (1) the Employer's bona fide operating requirements (e.g., availability of replacement personnel, workload, etc.); (2) the Employee's individual circumstances in relation to any undue hardship (e.g., non-refundable tickets, special family events, etc.); and (3) the impact on more senior Employees at that work location concerning their vacation selection.

(c) Informal Vacation Scheduling Process

- (i) Once the Formal Vacation Scheduling Process as described in Clause 26.05(b) above has been completed in each calendar year, Employees wanting vacation at any time thereafter other than during the period May 1st to September 30th, inclusive, and/or December 15th to January 14th, inclusive, can attempt to secure the desired time off work, subject to approval by the Employer, on a "first come, first served" basis taking into account the bona fide operating requirements of the Employer. Vacation requests through this Informal Vacation Scheduling Process can be for one (1) or more vacation days at a time. In the exercise of its management's rights under this Clause 26.05(c), the Employer shall exercise its discretion reasonably.
- (ii) Employees requesting vacation under the Informal Vacation Scheduling Process must apply to the Employer at least forty-eight (48) hours prior to commencement of the first day of any such

vacation and the Employer must respond within twenty-four (24) hours of submission of each such application.

(d) Employer Right To Schedule Vacation Unilaterally

Any vacation from the preceding calendar year which has not been scheduled in accordance with either or both of Clause(s) 26.05(b) and 26.05(c) above by not later than January 31st of the subsequent calendar year can be unilaterally scheduled by the Employer to be taken between the period February 1st and April 30th, inclusive, of that subsequent calendar year. Except as expressly provided otherwise by this Clause 26.05(d), the Employer shall have no right to schedule vacation unilaterally.

26.06 Postponement Of Scheduled Vacation

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.

26.07 Termination Of Employment

- (a) An Employee who terminates for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken as provided for by Article 26.
- (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.

26.08 Vacation Pay

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

ARTICLE 27: MEDICAL CERTIFICATES AND EXAMINATIONS

27.01 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.

27.02 Costs Borne By Employer

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

ARTICLE 28: SICK LEAVE

28.01 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.

28.02 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 his or her 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 may elect to carry over up to sixteen (16) hours sick pay into the following year.
- (d) Employees will on the second pay period in December be paid for earned but unused sick pay at their current rate of pay.
- (e) Paid sick leave entitlements under this Clause 28.02 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.

28.03 Notification of Absence

Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.

28.04 Requirement for Medical Certificate

Paid sick allowance will be made only for absence from work because of illness or injury. For absence of three (3) 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 (3) absences of any duration 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.

ARTICLE 29: LEAVE OF ABSENCE

29.01 Maternity 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 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.

29.02 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.

29.03 Parental Leave

An employee, on his or her written request for Parental Leave, is entitled to a leave of absence from work without pay for a period of twelve (12) consecutive weeks or a shorter period the employee requests in accordance with the Employment Standards Act of British Columbia. Requests for extensions for Parental Leave shall not be unreasonably denied.

29.04 Bereavement Leave

Leave of absence with pay will be granted to Full-Time Regular Employees for the following reasons:

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

- (b)** In the event of the death of the employee's spouse, common law spouse or 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.
- (c)** Part-Time Regular Employees will receive pay for lost time that occurs on the day of the funeral.

29.05 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 Employer, or when he is relieved for the day, he shall contact the Employer and shall make himself available for work.

ARTICLE 30: ADDITIONAL LEAVES OF ABSENCE

30.01 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.

30.02 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.

30.03 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.

30.04 Personal Leave

On the employee's written request, 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 to a maximum of six (6) months. Such requests will not be unreasonably denied and will be confirmed in writing by the Employer. The employee will continue to accrue seniority during the leave. The Union will be advised of such leave at the time it is to go into effect. The employer will advise acceptance or denial of such leave within two weeks of such request. Once approval such leave can only be changed by mutual agreement of the parties.

30.05 Other Leaves

Leaves of absence, other than those provided for in this Agreement, may be approved by the Employer, subject to the discretion of the Employer. Such leaves will not be unreasonably denied.

30.06 Impact Of Seniority On Competing Requests For Leave

Where the Employer receives more than one request for any leave of absence and the Employer has the discretion under this Agreement to approve or deny the particular requests, and where the second or subsequent requests have

come to the Employer's attention prior to the Employer having communicated a decision to grant a leave of absence to the employee making the initial request, the Employer will give preference to the request for leave made by the applicants on the basis of their seniority.

30.07 Leave For Casual Employees

A Casual Employee may apply for an unpaid leave of absence for personal reasons on accordance with the following procedure:

- (a) the Company will receive and assess the application and will not unreasonably withhold its approval;
- (b) if the Company approves the application, it will be referred to the Union which will receive and assess it, and will not unreasonably withhold its approval;
- (c) if the Union rejects the application, and the employee takes the leave as approved by the Company, then the Employee will be deemed to have refused a work assignment for the purposes of Article 4.03(b) Casual Seniority and it's Application.

30.08

The Employer will endeavour to maximize approval of time off work requests from Full Time Regular Employees during the period December 15 – January 14 inclusive by using Full Time Regular Floating Employees and Casual Employees.

ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY

31.01 Statutory Compliance

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

31.02 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 the regard, the Employer will maintain a formal Policy governing Safety and Occupational Health during the term of this Agreement.
- (b) The Employer shall provide the Union and each employee with a current copy of its Occupational Health and Safety Policy.
- (c) Procedures related to the responsibilities of all Parties, and administration and application of the Employer's Occupation Health & 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.

31.03 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 health and safety to provide safety footwear, will pay to each employee affected up to one hundred dollars (\$100.00) per year. To be eligible for such allowance an employee must provide the Employer with an acceptable receipt of purchase for such safety footwear.

31.04 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:

<u>Grade of WCB First Aid Ticket</u>	<u>Monthly Premium</u>
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.
- (c) Employees required by the Employer to possess an Industrial First Aid Ticket shall be reimbursed by the Employer for reasonable tuition and course materials costs incurred by the employee in obtaining and renewing the Ticket.

31.05 Video Display Terminals

A pregnant employee shall have the option to cease monitoring video display terminals. If there is no other job available for this employee in her classification or a lower classification, she shall at her option be placed on an unpaid leave of absence or go on her maternity leave. Alternatively, the employee may withdraw her request to cease monitoring video display terminals if she does not wish to take the unpaid leave of absence mentioned above.

ARTICLE 32: WORKERS' COMPENSATION SUPPLEMENT

32.01 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 17.09, 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 33: EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union recognize that problems of a personal nature, including those involving mental illness, alcohol and drug addiction, can have an adverse effect on an employee's job, health and feelings of well-being and that it is in the interest of all that assistance be provided to employees in this regard.

Accordingly, the Parties agree to establish and maintain an Employee Assistance Program as follows:

33.01 Purpose

The purpose of the Employee Assistance Program shall be to facilitate treatment for Employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems, through a process of problem identification, assessment, referral and treatment on a confidential basis.

33.02 Nature Of Program

The Employer shall provide a mutually acceptable Employee Assistance Program using an independent, neutral third party to provide the service(s). The contract for such service(s) and any change(s) thereto shall be subject to approval by the Union. The Employer shall provide each Employee and the Union with a copy of this EAP contract (or, if agreed, a pamphlet or other document summarizing the key elements of the program).

33.03 Participation

All Employees and their immediate family dependents, as defined by the EAP contract for services described in Clause 33.02 above, shall be eligible for participation in the Employee Assistance Program. An Employee's participation in the EAP program will be strictly voluntary except in the circumstances identified in Clause 33.04 below.

33.04 Employer Initiated Referral

An Employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union representative. Involvement in the program will not jeopardize an employee's job security or future promotional opportunities within the Employer's

operations as an important aspect of the EAP program is to assist the employee so that job security and future prospects are preserved and enhanced.

33.05 Time Off Work

- (a) An Employee shall be given an unpaid leave of absence while participating in the Employee Assistance Program and so long as the employee is in compliance with the requirements, if any, for continued participation in the program. During such period of time the Employee shall be treated as if the employee were on an unpaid leave of absence for personal reasons under the terms of the current Collective Agreement.
- (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 an unpaid leave of absence.

33.06 Privacy And Confidentiality

The Parties agree that the Employee Assistance Program is confidential and all information related to an Employee's participation will remain so with the following exception. The Employer and Union are entitled to be advised by the appropriate EAP representative when an employee is in non-compliance with the requirements of the program as it relates to that employee. Such information will not be used for disciplinary purposes but will be a factor in the consideration as to whether to continue an Employer-initiated referral or withdraw the leave of absence associated with participation in the program.

Unless it is relevant to the specific issues under consideration in an arbitration, neither Party shall use the participation of an Employee as evidence in any arbitration.

33.07 Funding

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

ARTICLE 34: BENEFIT PLANS

34.01 Cost of Benefit Plans

The Employer shall pay 75% of the full premium costs of the employee benefit plans.

34.02 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.

[For description of medical coverage, see Plans]

34.03 Medical Services Plan of British Columbia

The Employer will pay 100% of the premium costs for this plan.

34.04 Life Insurance

The Employer's Life Insurance plan protects the employee in the event of death and dismemberment.

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

[For coverage see Plan.]

34.05 Dental Plan

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

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

[For details including deductibles, see Plan.]

The employer pays 75% and the employee pays 25% of the cost of the dental plan.

The dental benefit will be based on the current BC College of Dental Surgeons Schedule of Fees less one year. Effective August 1, 2001, the dental benefit will be based on the current BC College of Dental Surgeons Schedule of Fees.

Effective October 1, 2004

Level II to include Crowns and Bridges.

Waiting period of twelve (12) months from entry to the plan.

Level I and Level II coverage to increase from a maximum of \$1000.00 per calendar year to a maximum \$1500.00 per calendar year.

34.06 Vision Care

Vision care is included in Article 34.01 - medical coverage. The Employer's vision care coverage will be changed from a maximum of \$100.00 during any 2 calendar years to a maximum of \$200.00 during any two (2) consecutive calendar years.

34.07 Direct Pay Drug Card

The Employer shall forthwith introduce a direct pay card for use with the major medical benefits.

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

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

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

[For coverage, see the Plan.]

The employer pays 100% of the employee's sick days as per Article 28.02 and the employee pays the full cost of the short and long term disability plans in order to preserve tax-free receipt of insurance funds.

For information on paid sick days please refer to the Collective Agreement Article 28.

34.09 Retirement Plan

The Employer's retirement plan is designed to supplement the government programs and to provide the employee with financial security upon retirement.

Eligibility: Optional for full-time employees after completion of 2 years of service.

[For details, see Plan.]

The employer shares the cost of the retirement plan.

34.10 Details about the Plans

- (a) Details about the Plans referred to in this Article are provided in the employer's Benefit brochure, which will be made available to the employees on its publication.
- (b) On written request, 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 plans coverage referred to in this Article and any subsequent amendments made to each contract and accepted by the Union. Each such contract, and any amendments thereto which are accepted by the Union, 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.

34.11 Benefit Coverage while on Vacation and Leave of Absence

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 Worker's Compensation, and the employer and each eligible employee, as applicable, shall continue to pay their respective share of the costs for these Benefit Plans.

A Regular Employee on leave of absence without pay for a period of more than thirty (30) calendar days of such leave shall be required to pay the whole cost of the applicable benefit coverage for the remainder of his unpaid leave of absence, except where otherwise required by law.

34.12 Casual Employees

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

ARTICLE 35: TRAINING AND EDUCATION

35.01 Educational Reimbursement Plan

All full-time employees who have completed six (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 that are part of a curriculum leading to a 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

The Employer 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, materials 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 the Employer at the time of payment.

ARTICLE 36: LABOUR / MANAGEMENT RELATIONS

36.01 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.

36.02 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.

36.03 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 or any other entitlements provided for in this Agreement.

36.04 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.

36.05 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 37: SAVINGS PROVISIONS

37.01 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 37.01(a) above.
 - (iii) If mutual agreement cannot be reached as provided in Clause 37.01(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 38: GENERAL PROVISIONS

38.01 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 39: DURATION

39.01 Duration

This Agreement shall be binding and remain in full force and effect to midnight July 31, 2008 and thereafter in accordance with this Article.

39.02 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.

39.03 Change In Agreement

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

39.04 Agreement To Continue In Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such 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.

39.05 Effective Date Of Agreement

The provisions of this Agreement, except as otherwise specified in Clause 39.06 below, shall come into force and effect on the date of ratification of this Agreement by the Parties.

39.06 Exclusions Of Operation - Labour Relations Code Of B.C.

The Parties hereto agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

APPENDIX “A” - SALARY SCALES

Rental Sales Agents, customer Service Agents, Clerks											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
Start	10.21	.31	10.52	.31	10.83	.33	11.16	.33	11.49	.35	11.84
1 year 2080 hrs	11.93	.36	12.29	.37	12.66	.38	13.04	.39	13.43	.40	13.83
2 year 4160 hrs	13.20	.40	13.60	.40	14.00	.42	14.42	.43	14.86	.44	15.30
3 year 6240 hrs	16.13		16.11	.49	16.60	.50	17.10	.51	17.61	.53	18.14
4 year 8320 hrs	16.13	.48	16.61	.50	17.11	.52	17.63	.53	18.15	.55	18.70
Leads	1.00		1.00		1.00		1.00		1.00		1.00
Red Circled Clerks Rate											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
4 year 8320 hrs	16.13 +1.00	.51	17.64	.53	18.17	.55	18.72	.56	19.28	.58	19.86
Handheld											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
Start	10.09	.30	10.39	.31	10.70	.33	11.03	.33	11.36	.34	11.70
1 year 2080 hrs	11.81	.35	12.16	.37	12.53	.39	12.91	.38	13.29	.40	13.69
2 year 4160 hrs	13.09	.39	13.48	.41	13.89	.42	14.30	.43	14.73	.44	15.17
3 year 6240 hrs	15.98		15.96	.48	16.44	.49	16.93	.51	17.44	.52	17.96
4 year 8320 hrs	15.98	.48	16.46	.49	16.95	.51	17.46	.53	17.99	.54	18.53
Leads	1.00		1.00		1.00		1.00		1.00		1.00

Service Agent											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
Start	9.93	.30	10.23	.30	10.53	.32	10.85	.33	11.18	.33	11.51
1 year 2080 hrs	11.65	.35	12.00	.36	12.36	.37	12.73	.38	13.11	.40	13.51
2 year 4160 hrs	12.93	.39	13.32	.40	13.72	.41	14.13	.42	14.55	.44	14.99
3 year 6240 hrs	15.81		15.27	.46	15.73	.47	16.20	.49	16.69	.50	17.19
4 year 8320 hrs	15.81	.47	16.28	.49	16.77	.51	17.28	.52	17.79	.54	18.33
Leads	1.00		1.00		1.00		1.00		1.00		1.00
Shuttlers											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
Start	9.87	.30	10.17	.30	10.47	.32	10.79	.32	11.11	.33	11.44
1 year 2080 hrs	9.98	.30	10.28	.31	10.59	.32	10.91	.32	11.23	.34	11.57
2 year 4160 hrs	10.09	.30	10.39	.31	10.70	.33	11.03	.33	11.36	.34	11.70
3 year 3240 hrs	10.20	.25	10.45	.31	10.76	.32	11.08	.33	11.41	.35	11.76
4 year 8320 hrs	10.20	.31	10.51	.31	10.82	.33	11.15	.33	11.48	.34	11.82
Mechanics											
	Jul 31, 2003	3%	Aug 1, 2003	3%	Aug 1, 2004	3%	Aug 1, 2005	3%	Aug 1, 2006	3%	Aug 1, 2007
Start	22.40	.67	23.07	.69	23.76	.72	24.48	.73	25.21	.76	25.97
1 year 2080 hrs	24.72	.74	25.46	.77	26.23	.79	27.01	.81	27.82	.84	28.66
Red Circled	24.78	.74	25.52	.77	26.29	.79	27.08	.81	27.89	.83	28.73

APPENDIX “B” - JOB DESCRIPTIONS

National Car Rental (Canada) Inc.

POSITION TITLE: Customer Service Agent (CSA)

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Completes all forms related to the renting and returning of vehicles.
2. Performs all job functions as specified in the Service Agent (SA) job description.
3. Responds to all customer inquiries.
4. Carries out paperwork, clerical, and auditing duties as required.
5. Follows instructions from managers and lead agents regarding operational needs.
6. Ensures the security of company assets.
7. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
8. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Rental Sales Agent (RSA)

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Completes all forms related to the renting and returning of vehicles.
2. Responds to all customer inquiries.
3. Carries out paperwork, clerical, and auditing duties as required.
4. Follows instructions from managers and lead agents regarding operational needs.
5. Ensures the security of company assets.
6. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
7. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Service Agent (SA)

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Prepares vehicles for rental by:
 - a) Cleaning inside and outside of vehicles.
 - b) Providing minor maintenance on vehicles.
 - c) Inspects vehicles for damage and mechanical condition.
2. Assists fleet department in:
 - a) Pulling vehicles eligible for turnback.
 - b) Keying and de-keying vehicles.
 - c) Plating and de-plating vehicles.
3. Delivers vehicles to customer or other National Car Rental locations.
4. Provides pick up and drop off service for customers as required.
5. Responds to all customer inquiries.
6. Completes all forms and documents as required.
7. Ensures the security of company assets.
8. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
9. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Hand-Held Return Agent (HH)

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Completes all forms related to the returning of vehicles.
2. Checks all returning vehicles for damage/maintenance problems and completes the related forms.
3. Responds to all customer inquiries
4. Carries out paperwork, clerical, and auditing duties as required.
5. Follows instructions from managers and lead agents regarding operational needs.
6. Ensures the security of company assets.
7. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
8. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Administration Clerk

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Completes all forms and duties related, but not limited, to the following back office functions:
 - a. Fleeting and de-fleeting vehicles
 - b. Fleet insurance renewals and cancellations
 - c. Insurance claims
 - d. Accident damage/mechanical repair invoices
 - e. Photo radar/parking ticket invoices
 - f. General accounts payable and receivable
 - g. Auditing rental locations paperwork
 - h. Banking of monies
 - i. Payroll
 - j. Reception/lost and found
2. Responds to all customer inquiries.
3. Follows instructions from managers regarding operational needs.
4. Ensures the security of company assets.
5. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
6. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Utility Service Agent

REPORTS TO: Maintenance and Damage Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Responsible for building and equipment maintenance.
2. Performs minor mechanical repairs including but not limited to the following:
 - a. Replacement of fuses and bulbs
 - b. Minor adjustments to secure loose parts
 - c. Changing and repairing tires
 - d. Oil and filter changes
3. Prepares vehicles for turnback.
4. Assists Fleet Department as required.
5. Assists in the movement of vehicles.
6. Completes all forms and documents as required.
7. Ensures the security of company assets.
8. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
9. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Mechanic

REPORTS TO: Maintenance and Damage Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. Responsible for all vehicle diagnostic and repair work in the following areas:
 - a. transmission
 - b. engine
 - c. electrical and electronic/computer controls
 - d. suspension and steering
 - e. air conditioning
 - f. brakes and anti-lock system
 - g. minor body/chassis/frame repair
2. Responsible for warranty and recall repair work on all vehicles in the areas mentioned in job function #1 a-g.
3. Directs the work of **Utility Service Agents** on small mechanical repairs.
4. Carries out paperwork, clerical, and auditing duties as required.
5. Follows instructions from managers regarding operational needs.
6. Ensures the security of company assets.
7. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
8. Performs other minor related duties as assigned which do not affect the value of the job.

National Car Rental (Canada) Inc.

POSITION TITLE: Shuttler

REPORTS TO: Station and Brand Manager

JOB FUNCTIONS:

Maintains and follows procedures as set by local management and National Car Rental (Canada) Inc. in the following areas:

1. The safe and efficient movement of vehicles between specified locations of the Airport operations.
2. Complete accurately and in legible manner all necessary vehicle movement documentation.
3. Upon delivery to the rental location, prepare the vehicle for the next customer by following established steps.
4. Responds to all customer inquiries.
5. Plating and de-plating of vehicles.
6. Driving vehicles through mechanical car washes.
7. Ensures the security of company assets.
8. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
9. Performs other minor related duties as assigned which do not affect the value of the job.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: WORK LEADERSHIP RESPONSIBILITIES

By Signature(s) of their duly authorized representative(s) hereinafter affixed, the above Parties do hereby 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 workflow 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.

Signed at _____, B.C. this _____ day of _____, 20__

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: TRAVEL TIME BETWEEN WORK LOCATIONS

Time spent in travel by Employees who are required by the Employer, during their regular shift, or on overtime immediately following their shift, to travel between work locations will be considered as being "on the clock" for all purposes of this Agreement.

Signed at _____, B.C. this _____ day of _____, 20__

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: PARKING PRIVILEGES

During the term of this Agreement the employer will continue to provide parking for all bargaining unit members per current practices.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: WORKLOAD

The parties mutually agree to refer the issue of Workload to the first Labour/Management Committee meeting, as the first agenda item.

(1) Workload Cannot Be Excessive Or Unreasonable

No Employee shall have his or her workload increased to an excessive or unreasonable level as a result of any action or inaction by the Employer. Without limiting the generality of the foregoing, it shall at all times be incumbent upon the Employer to engage and allocate sufficient personnel in accordance with this Agreement to perform the available work without causing any Employee to bear an unreasonable or excessive workload.

(2) Workload and Discipline

Inability to meet performance requirements where the workload is excessive or unreasonable shall not constitute grounds for any discipline, discharge or termination or any negative performance assessment.

(3) Resolution Of Disputes Concerning Workload

Any dispute between the Parties involving a determination whether workload is excessive or unreasonable shall be subject to resolution in accordance with the grievance and arbitration procedures set forth in this Agreement, commencing at Stage II of the grievance procedure, in which case, if necessary, an arbitrator shall have the authority and the jurisdiction to change or add to the provisions of this Agreement with respect to implementation of his or her decision.

(4) 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.

(5) 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.

Signed at _____, B.C. this _____ day of _____, 20 __

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 5

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

We are writing to advise of our intention to explain fully the terms of our Collective Agreement to our representatives who have responsibility for Employees in the bargaining unit. We intend to provide them with advice and instructions respecting employee rights and obligations under the Agreement. We will also be ensuring that each representative has a copy of our Collective Agreement for ready reference.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 6

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: BLUE- CIRCLING

As of the effective date of this Collective Agreement, the following bargaining unit employee(s) will be blue-circled in respect of wages:

Patricia Ashdown

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 7

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: BENEFITS PACKAGE

The employer agrees to maintain a benefit plan for eligible employees, which addresses, at a minimum, the following benefits:

- Life Insurance
- Weekly Indemnification (Short Term Disability)
- Long Term Disability
- Accidental Death and Dismemberment
- Dental
- Major Medical/Extended Health
- Vision
- Retirement Plan

The Company's current benefit plan set out in Article 34 establishes the floor or minimum benefits payable under this Collective Agreement. Changes will only be made to the current benefit plan and/or cost sharing arrangements where the Union agrees such changes.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 8

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: RESOLVING COMPLAINTS OF PERSONAL OR SEXUAL HARASSMENT

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

(1) Resolution of Harassment Complaints/Grievances Alleging Personal Or Sexual Harassment

Allegations of either personal or sexual harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution through the grievance and arbitration procedure(s), if necessary, contained in Article 12 and 13 of this Agreement, save and except as expressly provided otherwise below.

(2) Time Limits For Raising Grievance

A grievance concerning personal or sexual 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.

(3) Processing The Grievance At Step II

A grievance concerning either alleged personal or sexual harassment shall be heard at Step II by the highest ranking local National Car 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.

(4) Authority Of Arbitrator

An arbitrator hearing a grievance arising under this Letter of Understanding shall have the authority to:

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

(5) 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.

(6) 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.

Signed at _____, B.C. this _____ day of _____, 20 __

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 9

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: EXCLUSION - CONFIDENTIAL SECRETARY

The parties agree that the confidential secretary to the City Director is excluded from the bargaining unit.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 10

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: APPLICATION OF ARTICLE 13.01

The parties agree that Article 13.01 will only operate where both parties agree that a grievance will proceed under that article.

Where the parties proceed under article 13.01, they agree to accept the written recommendations made by the arbitrator under that article as a binding and conclusive resolution of their dispute.

Signed at _____, B.C. this _____ day of _____, 20__

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 11

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: SHIFT SCHEDULING COMMITTEE

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

- (1) The Parties mutually agree to establish a Shift Scheduling Committee ("Committee") comprised of employees in the bargaining unit selected by the Union, after consultation with the Employer. The number of such Committee members shall be determined from time to time by mutual agreement between the Parties.

The purpose of the Committee shall be to develop shift scheduling recommendations covering all bargaining unit work, in respect of all prospective shift bids within the bargaining unit, based on

- (a) meeting the business requirements of the Employer, as established by the Employer;
- (b) upholding the principle that where full-time hours of work can be identified, it will be performed by Full-Time Regular Employees;
- (c) meeting the desired goal of regularizing the shifts of Full-Time Regular and Part-Time Regular Employees in terms of consistency of start and stop times during the shift schedule consistent with operational requirements; and
- (d) developing shift schedules and/or recommending alternative measures which will minimize Employees working alone after 11 P.M.

The Committee must also comply with the provisions of Article 4, Article 22 and all other applicable provisions of the Collective Agreement. The Committee will accept input and assistance from appropriate representatives of the Employer in the development of shift scheduling recommendations.

- (3) The shift scheduling recommendations of the Committee, once developed in each case, shall be subject to final approval by the Employer. In the event that any shift scheduling recommendation of the Committee is not accepted by the Employer, either in whole or in part, the Committee shall be given the reason(s) for the rejection(s) by the Employer and provided with an opportunity to discuss and attempt to resolve any such differences with the Employer.
- (4) Shift scheduling arising out of this Letter Of Understanding shall be subject to shift bidding in accordance with the applicable provisions of the Collective Agreement.
- (5) Bargaining unit employees who participate in the activities of the Committee 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.
- (6) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (7) 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, subject to the provisions of Paragraph (8) below.
- (8) This Letter Of Understanding shall remain in full force and effect for a minimum period of one (1) year, commencing from the date on which the first meeting is held of the Committee as herein described. At any time after this one (1) year period has expired, 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.

Signed at _____, B.C. this _____ day of _____, 20 ____

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 12

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: IMPLEMENTING NEGOTIATED CHANGES IN EMPLOYEE TYPES

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

- (1) During collective bargaining in the year 2000 for a revised Collective Agreement, the Parties agreed to changes in Employee types by modifying the definition and usage of Casual Employees and creating an Employee type called Full Time Regular Floating Employee. Given the complexity of predicting and addressing all of the ramifications of these changes, the Parties agree to establish a mechanism by which unanticipated problems or issues can be discussed and resolved.
- (2) Either party will be free to bring up with the other any issues which that party believes was unanticipated and should have been addressed during collective bargaining. The parties will meet to discuss the issues with a view to resolving them. Problems arising out of the implementation of the negotiated changes described in Paragraph (1) above which cannot be resolved in this way may be referred immediately by either Party to med-arbitration pursuant to the provisions of Article 13 of the Collective Agreement. If arbitration is necessary, the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of the Collective Agreement only to the extent required to rectify a problem which should have but was not resolved in collective bargaining.
- (3) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (4) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20 __

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 13

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

**OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL 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 OPEIU, 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 OPEIU, Local 378, with a process for resolving dysfunctional interpersonal relationships in the workplace.
- (2) The Parties shall develop and maintain a list containing the names of up to five (5) but not less than (3) persons with appropriate professional expertise in workplace conflict resolution who make their services available in and around Vancouver, B.C.
- (3) When the Employer and the Union concur that a particular interpersonal relationship in the workplace is dysfunctional and may benefit from intervention in the form of conflict resolution, one of the conflict resolution specialists referred to in item number 2 above shall be selected by mutual agreement between the Parties and engaged to provide appropriate professional services. Notwithstanding anything, involvement by any employee in the bargaining unit in any such conflict resolution shall be on a strictly voluntary basis.
- (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 this Letter Of Understanding shall be reflected in any manner in the personal 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.
- (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 2000. At any time after 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.

Signed at _____, B.C. this _____ day of _____, 20 __

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 14

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

**RE: ADDRESSING UNUSUAL CIRCUMSTANCES ADVERSELY AFFECTING
INDIVIDUAL EMPLOYEES**

WHEREAS, the Employer and the Union agree that adherence to the Collective Agreement is a prerequisite to maintaining good labour relations between the Parties; and

WHEREAS, the Parties' recognize and agree that from time to time rigid application of the Collective Agreement may cause inordinate adversity to individual employees confronted by unusual circumstances; and

NOW, THEREFORE, the Employer and the Union agree as follows:

(1) Process

When the Employer and the Union mutually agree that an individual employee or group of employees is or will be adversely affected to a significant degree by unusual circumstances which could be ameliorated reasonably by changing the Collective Agreement, the Parties will endeavour in good faith to provide such relief on a "without prejudice or precedent" temporary basis, taking into consideration the impact, in each case, that any such change will have on the bargaining unit as a whole, the operations of the Employer, the overall integrity of the Collective Agreement and the relationship between the Parties. These "without prejudice or precedent" agreements temporarily modifying the Collective Agreement may be undertaken in each case either orally or in writing, depending upon the mutual wishes of the Parties at the time. It is specifically understood and agreed that neither the Employer nor the Union is obliged to agree to any particular contractual change with respect to implementation of the provisions of the Letter Of Understanding. Any change to the Collective Agreement arising out of this Letter Of Understanding must be approved by a Business Representative of the Union unless, in a particular case, such authority is delegated to a local Union Councillor or Job Steward.

(2) 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.

(3) 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.

Signed at _____, B.C. this _____ day of _____, 20 __

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 15

BETWEEN

**NATIONAL CAR RENTAL (CANADA) INC.
("Employer")**

AND

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

RE: Enhanced Labour Management Committee

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

- (1) The Parties agree to establish certain sub-committees of the Labour Management Committee described in Article 36 of the Collective Agreement in a joint effort to promote early recognition and expeditious resolution of issues of the workplace.
- (2) The areas of the Employer's operations in which each of the sub-committees herein described shall function shall be determined by mutual agreement between the Parties.
- (3) Each sub-committee shall at all times be comprised of equal representation from each of the Parties. The Union shall be represented by one or more Job Stewards and the Employer shall be represented by management personnel below the level of City Director, with each Party selecting its representative(s) subject to its sole discretion.
- (4) Each sub-committee shall meet as necessary but not less than once each calendar month for the purpose of attempting to resolve workplace issues within its area of jurisdiction. Time thus spent by any bargaining unit Employee shall be deemed to be time worked and shall be paid for by the Employer in accordance with the applicable provisions of the Collective Agreement.
- (5) The chair of any sub-committee meeting convened under this Letter Of Understanding shall alternate between a Union and an Employer representative.
- (6) Minutes shall be kept of all sub-committee meetings and a copy shall be provided to each of the participating representatives, the Employer and the Union.

- (7) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (8) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Richmond, B.C. this _____ day of _____, 20

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 16

BETWEEN

NATIONAL CAR RENTAL (CANADA) INC.
("Employer")

AND

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

RE: No Rate Reduction as a Result of Implementation of New Wage Scale and Red-Circled Rates for Incumbent Clerical Employees

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

- (1) The parties agree that there will be no reduction of any employees wage rate as a result of implementation of the new wage scale.
- (2) If an employee would be affected as a result of the above cited matter such employees shall be red circled.
- (3) All employees currently at the three year rate as of ratification (see below) will be moved to the new four year rate effective the date of ratification and will remain at that rate until the grid catches up. These employees are Armando Chua-Martinez, Hamed Teymouri, Kathleen Ryan, Sukhwant Rai, Karandeep Karia, Valentin Salgado and Micheal Au.
- (4) The incumbent clerical employees who are entitled to the red-circle rate (increase of \$1.00 on base rate) are Patricia Ashdown, Duane Pare, Kari Antich, Maria Henning, Rosemarie Co and Kathleen Ryan.
- (5) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Richmond, BC this _____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING NO. 17

BETWEEN

NATIONAL CAR RENTAL (CANADA) INC.
("Employer")

AND

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

RE: Definition and Role of ATS and its Relationship with National Car Rental

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

- (1) It is the intention of the employer that the historical role of ATS in the movement of its vehicles will not be expanded and that it is therefore necessary to clarify the role of the organization and that of the Employer's shuttlers.
- (2) It is the role of the Employer's shuttlers to move vehicles within what is known as "airport operations", which means the QTA, the service facility (also called Administration) and the airport rental parkade and any overflow lots to which the Employer may have access.
- (3) It is the role of ATS to move vehicles to "airport operations" locations from off-airport facilities and from "airport operations" locations to off-airport locations.
- (4) In view of the fact that employees of ATS and of the Employer interact and that the Employer and Union agree that courtesy and civility should characterize such interactions, the Employer will undertake a vendor performance initiative with ATS to ensure that common goals and quality requirements are clear and advise that the vendor's performance will be reviewed on a regular basis.

Signed at Richmond, BC, this _____ day of _____, 2003.

FOR THE EMPLOYER

FOR THE UNION

