

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MKA LEASING LTD.  
(DISCOUNT CAR & TRUCK RENTAL)**

**AND**

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES' UNION  
LOCAL 378**

Effective: Nov 25, 2004 to Nov 24, 2008

This Agreement is made and entered into by and between:

**MKA LEASING LTD.  
(DISCOUNT CAR & TRUCK RENTAL)**

(hereinafter termed the "Employer")

PARTY OF THE FIRST PART

- and -

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

(hereinafter termed the "Union")

PARTY OF THE SECOND PART

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

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## **Article 1 - Preamble**

### Purpose of Agreement

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

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

## **Article 2 - Interpretation**

### 2.01 Interpretation

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

### 2.02 Common Meaning

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

### 2.03 Headings

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

#### 2.04 Gender/Singular and Plural

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

#### 2.05 Incorporated Documents

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

### **Article 3 - Definition of Employees**

#### 3.01

A full time regular employee is a person who is employed as a regular salaried employee on a full time basis and has completed his probation period. Full time regular employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to part time regular employees as the case may be.

#### 3.02 PART TIME EMPLOYEES

A part-time regular employee is an employee hired to work regular hours or days but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period. A part-time regular employee shall not be regularly scheduled to 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 a follows:

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.

### 3.03 Temporary Employees

A temporary employee shall be defined as an employee who is hired to work for a specified period of time (e.g. summer work), for unused peak work loads, or to relieve an employee who is absent under authorized leaves of this collective agreement and who may be scheduled to work either a full time or part time basis. Such employees are still subject to the Probation period as set out below. Temporary employees shall not accrue seniority nor shall they be eligible to participate in the Health and Welfare plan.

## Article 4 - Union Recognition

### 4.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed at and from 180 West Georgia Street, Vancouver, BC; 3810 Main Street, Vancouver, BC; 9051 Beckwith, Richmond, BC; 20139 Industrial Avenue, Langley, BC; 7707B Kingsway, Burnaby, BC; 3712 Grandview Highway, Burnaby, BC; and 225 – 13480 Crestwood Place, Richmond, BC, including any changes to said Certification made from time to time by the Labour Relations Board of British Columbia, except the Payroll Clerk, Fleet Coordinator, and those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors.

### 4.02 Application of Agreement

As long as this Agreement remains in force, employees working at and from the locations listed in 4.01 above who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive bargaining agent.

### 4.03

- (a) Prior to any new classifications of employment, for which rates of pay are not established by this Agreement, being put into use, the Employer shall advise the Union as far in advance as possible, and the matter shall become the subject of discussion between the Parties for rates of pay governing such classifications of employment. The Employer and the Union shall finalize, within thirty (30) days after such new classification is implemented, a rate of pay to be established and such rate will be retroactive to date of implementation. Failure to arrive at an agreement

on the rate of pay will result in the rate of pay proposed by the Employer being utilized on an interim basis. In the event the parties fail to agree the matter may be referred to the grievance arbitration procedures of this agreement.

- (b) Where the Employer establishes a new position and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the collective agreement.

#### 4.04

For the purpose of this agreement, an "employee" shall mean a person employed by the Employer who is represented by the Union as defined above.

#### 4.05

The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit except as otherwise specified for probationary employees.

### **Article 5**

#### 5.01 Union Membership

- (a) All employees covered by this Agreement who have taken out membership in the Union shall, as a condition of employment, remain members of the Union. New employees, hired after the date of Certification, shall become and remain members of the Union as a condition of employment on the fifteenth (15th) day of employment with the Employer.
- (b) The Employer shall advise the Union of all such newly hired employees within fifteen (15) calendar days of the date of their employment.
- (c) There shall be no discrimination against any employee by reason of his/her being or not being a member of the Union.

## **Article 6 - Dues Check-off**

### 6.01 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees and assessments (excluding fines), payable to the Union in accordance with the Union constitution and/or bylaws.

### 6.02 Remittance of Deductions

- a) All deductions made by the Employer pursuant to this Article shall be remitted to the Union not later than the fifteenth (15) day of the month following the date of deduction and shall be accompanied by information specifying the names, social insurance number, gross salary and number of hours worked of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

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

- b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days notice in advance on the implementation date of any change in deductions pursuant to this Article.

### 6.03 Record of Union Deductions (T4 Slips)

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

6.04

The Authorization of Check-Off shall be effective from the date of employment and shall be on a standard form, to be furnished by the Union, and to be completed by the employee upon commencement of employment.

6.05

While this Agreement continues to apply to those employees who have signed the Authorization of Check-Off form, the Employer shall, as a condition of continued employment, deduct from the wages of each such employee an amount equal to the monthly Union dues as specified on the said Authorization of Check-Off form.

6.06

Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Employer for dues of an employee unless there are sufficient unpaid wages of that employee in the Employer hands. The Union agrees to indemnify and save the Employer harmless from any claims, which may arise in complying with the provisions of this Article.

## **Article 7 - Union Representation, Visitation, and Job Stewards**

### 7.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and the employees.
- (b) The Union shall notify the Employer in writing of the names of the employees who will act as Job Stewards, and the Employer shall not be required to recognize any Job Steward until so notified. Each Job Steward shall represent Union members by reference to specific work areas and/or locations, except where the assigned Steward for the work area is unavailable. There shall be no more than one job steward at each location.

### 7.02 Time Off Work For Union Business

Employees, who are representatives of the Union, as designated by the Union, may be granted reasonable time off during their working hours to perform their duties and this time shall be deemed to be time worked. Accordingly, they shall be kept "whole" by the Employer with respect to all pay, seniority, benefits and other rights and entitlements which would accrue to them under this Agreement had they remained working. Such time off work for such representatives shall be for the purpose of investigating and resolving complaints and grievances, including attending grievance meetings; representing employees involved in disciplinary matter; attending joint meetings of the Employer and the Union; Such employees when carrying out these duties on Employer time will first obtain the approval of the Employer and their requests for time off will not be unreasonably denied, nor will such employees unreasonably exercise the privilege.

### 7.03 Leave Of Absence for Union Business

- (a) Subject to operational requirements, the Employer will grant, upon written request from the Union, at least two (2) weeks in advance, leaves without pay to not more than two (2) employees at any one time to attend Union conventions, conferences and schools. Such request shall not be unreasonably denied. Additional leaves may be granted, subject to availability of sufficient staff.
- (b) An employee may request leave of absence for up to three (3) years without pay to act as an official or representative of the Union with the time involved considered as service with the Employer. Such request shall not be unreasonably denied and may upon request be extended from year to year, also not being unreasonably denied.
- (c) An employee on leave pursuant to this Clause 7.03 may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case he or she shall be responsible for reimbursing the Employer on a monthly basis for the cost of such continued coverage, unless either the Union or the OPEIU makes such monthly payments on behalf of the employee.
- (d) On conclusion of a leave of absence under this Clause 7.03, the employee may be returned to his or her former job and work location, unless the Employer and the Union mutually agree to alternative arrangements. If an employee is unable to return to their former job or workplace the employee will be offered alternative comparable available work.

- (e) For scheduling purposes when the specific period of time has been granted, the employee is expected to be absent for that period and would only be able to return at the discretion of the Employer.

#### 7.04 Union Access To employees

The Employer agrees that access to its premises shall be allowed to any authorized representative of the Union during working hours for the purpose of adjusting disputes or other Union business, upon reasonable advance notice to the Manager representative in charge, provided that such visitation shall not interfere with conduct of the Employer's business. Permission for such access shall not be unreasonably denied.

#### 7.05 No Other Agreement

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement.

#### 7.06 Union Information For New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The new employee shall be advised of the names and locations of his/her Job Stewards.

#### 7.07 Union Communications And Voting

- (a) Where it is practical to do so the Employer shall provide free bulletin boards at its premises, in employee lunch or rest areas, for the purpose of posting Union communications. All such notices shall be submitted to the Employer at the time of posting or distribution and the employer may remove items it deems objectionable.
- (b) The Employer agrees that, upon reasonable notice, the Union shall have the right to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes. The Union agrees that voting by employees will be conducted on employees' time and will not interfere with the operation of the company. Campaigning will not be done during working hours and will not interfere with the operation of the Company.

7.08

Employees involved in negotiations with the Employer or who are required to attend at an arbitration hearing shall be granted time off without pay, however this time shall be considered time worked for all other purposes of seniority only.

## **Article 8 - Rights of Employer**

8.01

The Union acknowledges that it is the sole and exclusive function and power of the Employer to supervise, manage and control the Employer's operations, except as expressly and specifically limited by this Agreement, and without limiting the generality of the foregoing, includes, but is not limited to, the right to hire any and all employees that may be needed from time to time, to promote, retire, demote, transfer, direct, classify, suspend, discipline, lay-off, and discharge employees; provided that a claim by an employee who has completed probation that he/she has been discharged or disciplined without just and reasonable cause, may be dealt with under the grievance procedure provided for herein; the determination of the extent to which, the methods by which, and the hours during which operations will from time to time be carried on; the determination of the numbers and classifications of employees required for any and all operations; the right to determine the qualifications required for each classification, to assess the performance of each and every employee; the right to make, publish and enforce rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Employer's facilities, equipment, and operation.

## **ARTICLE 9: PERSONAL RIGHTS**

### 9.01 No Discrimination

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agent, members or representatives to discriminate either directly or indirectly against any employee by reason of national origin, race, creed, colour, age, sex, sexual orientation or preference, marital status, family status, or membership or activity in the Union or on behalf of the Union to the degree permitted by the Human Rights Code.

### 9.02 Legislation

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

### 9.03 No Harassment

#### **(a) Prohibition Against Harassment**

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

#### **(b) Definition of Personal Harassment**

Personal harassment means repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning, humiliating. Personal harassment does not include legitimate discussions between management and employees that are necessary for the Employers operations.

#### **(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 and physical assault,
  - (ii) propositions in exchange for workplace favours,
  - (iii) unwelcome sexual touching,
  - (iv) direct insult on the basis of gender,
  - (v) stalking,
- (d) Resolution of Harassment Complaints/Grievances

Allegations of harassment raised by an employee(s) in the bargaining unit shall be subject to resolution through the grievance and arbitration procedure(s), if necessary, contained in Article 11 of this Agreement, save and except as expressly provided otherwise by Clause (2) 9.03(d)(e) and (f) below.

- (e) Time Limits For Raising Grievance

A grievance concerning harassment must be initiated within sixty (60) 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.

- (f) Processing The Grievance At Stage II

A grievance concerning harassment shall be heard at Stage II by the highest ranking local 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.

- (g) Authority Of Arbitrator

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

- Uphold or dismiss the grievance; and/or
- return the issue to the Employer to determine the appropriate disciplinary penalty; and

- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

#### 9.04 Personal Duties Not Required

The Parties agree that individuals in the workplace shall be treated with dignity and respect. Accordingly, employees shall not be required to do work or perform duties of a personal nature for any person.

### **Article 10 - Work Continuity and Picket Lines**

#### 10.01

During the term of this Agreement, the Employer shall not cause or direct any lockout of employees and neither the Union, nor any representative of the Union, nor any employee shall in any way authorize, encourage or participate in any strike, stoppage of work, slowdown or restriction of operations.

### **Article 11 - Grievance Procedure and Arbitration**

#### 11.01 Definition Of Grievance

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

- (a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
- (b) the discipline, discharge or termination of any employee;

#### 11.02 Right To Grieve

- (a) Any employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject

to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the employee.

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

### 11.03 Complaints

An employee and/or any Union representative may discuss any complaint with the immediate Location Manager prior to initiating a grievance through the Union. If, after registering the complaint and such complaint is not settled within five (5) calendar days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

### 11.04 Grievance Process

All grievances shall be processed in accordance with the following:

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

## 11.05 Steps Of Appeal

### (a) Steps

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

#### (i) Step I

The Location Manager or his designate, of the employee(s) concerned and a representative of the Union or their respective alternate(s); within fourteen (14) calendar days of the occurrence giving rise to the grievance being known. The Employer shall reply to the grievance in writing within fourteen (14) calendar days from the date the grievance was received.

#### (ii) Step II

Failing settlement under Step 1, and within fourteen (14) calendar days of the Employer's reply in Step 1, the Union may submit the written grievance to the Operations Manager, and/or his designate. The Operations Manager, and/or his designate, shall reply to the grievance in writing within fourteen (14) calendar days from the date it was first received.

#### (iii) Step III

Failing settlement under Step 2, and within fourteen (14) calendar days of the Employer's reply in Step 2, the Union may submit the written grievance to the President or his designate. The President or his designate, accompanied if so desired by other representatives of the Employer, shall meet with a Union Representative(s) within fourteen (14) calendar days of the receipt of the written grievance at this step. The President, or his authorized representative, shall reply to the grievance within fourteen (14) calendar days after the meeting has taken place at this Step 3.

### (b) Discharge or Termination Grievances

A grievance concerning the discipline, discharge or termination of any employee shall be initiated at Step 11 of the grievance procedure.

(c) Bypassing Step(s)

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

11.06 Group Grievance

- (a) A group grievance shall be initiated at step II. Where a group of employees to this agreement disputes an alleged violation, which affects more than one (1) employee, the employees or a union representative may initiate a group grievance within thirty (30) calendar days of the occurrence giving rise to the grievance being known.

Policy Grievance

- (b) A Policy Grievance shall be initiated at Step III. Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation either Party may initiate a policy grievance within thirty (30) calendar days of the occurrence giving rise to the grievance being known.

11.07 Time Limits

(a) Convening A Grievance Hearing

A grievance hearing under this Article must, in each case, be convened within fourteen (14) calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure. The responsibility for scheduling each such grievance hearing to ensure compliance with the applicable time limits shall rest with the Party receiving the grievance or written notice of appeal to the next stage of the grievance procedure from the grieving Party.

(b) Referral To Arbitration

A grievance, which is denied at Step III of the grievance procedure, may be referred to Arbitration within thirty (30) calendar days following the date of receipt of the written denial of the grievance.

(c) Amendment Of Time Limits

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

#### 11.08 Deviation From Grievance Procedure

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

#### 11.09 Effect Of Settlements

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each employee in the bargaining unit affected by the settlement.

#### 11.10 Selection Of Arbitrator

- a) All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an Arbitrator within 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 availability of the selected arbitrator to hear the grievance within the time limits specified below.

- b) Arbitrator List

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

Stan Lanyon

David McPhillips  
Colin Taylor  
Nicholas Glass

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

#### 11.11 Jurisdiction Of Arbitrator

- (a) Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.

#### 11.12 Decision Of Arbitrator

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

### 11.13 Arbitration Expenses

The fees and expenses of the Arbitrator shall be borne equally by the Parties, subject to the provisions of Section 90 of the Labour Relations Code of British Columbia.

## **Article 12 - Discharge, Suspension, Discipline and Termination**

### 12.01 Just Cause

The Employer shall only discipline, discharge or terminate an employee for just cause.

### 12.02 Union Representation

Employees who are subject to discipline shall have the right to be accompanied by a shop steward or other Union representative at any such disciplinary interview, provided that the exercise of this right does not unduly delay the imposition of the disciplinary penalty.

### 12.03 Notice Of Disciplinary Action

The Employer shall provide the employee and the Union with a statement, in writing, of any disciplinary action taken and the reasons in full for such action, at the time of taking any such action. Failure to comply with this clause shall not render the discipline invalid.

### 12.04 Work Now, Grieve Later Rule

Employees shall perform all work as directed or assigned by the Employer, unless the directive or assignment is illegal, or dangerous to the employee's health and safety beyond the hazards normally associated with the job as per the Industrial Health and Safety regulations of the Workers' Compensation Act of BC. Refusal or failure to comply with such an illegal or dangerous order, directive or assignment shall not result in any discipline, discharge or termination.

## 12.05 Non-Culpable Circumstances

Where the Employer intends to discharge or terminate any employee(s) for circumstances involving allegations by the Employer of "non-culpable" or "innocent" misconduct, impropriety or otherwise, the provisions of this Article 12 shall apply equally to such circumstances.

## Article 13 - Personnel Files and Performance Assessments

### 13.01 Personnel Files

- (a) A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all records and reports concerning the employee's employment and work performance.
- (b) No formal disciplinary letters concerning any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information in a timely manner.
- (c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods of maintaining such records and files related to employees as may be implemented by the Employer from time to time.

### 13.02 Employee Access To Personnel File

An employee shall have the right to read and review his or her personnel file at any time, upon forty-eight (48) hours notice and by written request to the Employer. An employee may request and shall receive a copy of any document, record or report contained in the employee's personnel file.

### 13.03 Purging Personnel Files

No formal disciplinary notations, which are more than eighteen (18) months old, shall be retained in any personnel file.

### 13.04 Union Access to Employee Personnel File

In the case of an employee who has been terminated a representative of the Union shall have the right to read and review the employee's personnel file,

upon forty eight (48) hours written notice and by written authorization of the employee. On request, the Union representative shall be provided with copies of any document, record or report contained in the employee's personnel file.

## **Article 14 - Probationary employees**

### 14.01 Probation Period

- (a) A new employee shall be considered on probation during the first five hundred and fifty (550) hours actually worked from the date of last entry into the Employer's service. During the probationary period the Employer may terminate a probationary employee if, in the sole judgement of the Employer, the probationary employee is not suitable for continued employment.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.
- (c) Employees who transfer from a temporary job to a regular job of the same title will be exempted from that portion of the five hundred and fifty (550) hours probation period, which they have already work at the temporary job.

### 14.02

Probationary employees shall not accrue any seniority until such time as they successfully complete their probationary period as per Article 14.00, in which case they shall be credited for all days worked back to the first day of the probationary period.

### 14.03

A Probationary employee shall have access to the grievance and arbitration procedures contained in the agreement.

## **Article 15 - Seniority**

### 15.01 Definition Of Seniority

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

## 15.02 Calculation Of Seniority – General

### (a) Seniority Calculation

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

### (b) Determining Seniority For employees Hired On Same Day

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

### (c) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is absent from work due to layoff; Statutory Holidays and days taken in lieu thereof; floating holidays; banked overtime taken as time off work; annual vacation; any leave of absence including, but not limited to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 15.02(d) below.

## 15.03 Calculation Of Seniority - Full Time Regular employees

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

## 15.04 Calculation Of Seniority - Probationary employees

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

#### 15.05 Portability Of Seniority Within The Bargaining Unit

Any employee who changes employment status from full time regular or part time regular employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

#### 15.06 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) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, shall be granted seniority credit for all of the period of the exclusion.
- (c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed six (6) consecutive months from the date of commencement of such work, subject to the provisions of Clause 15.02(b) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement unless, by prior express written agreement between the Parties, the time limit has been extended. Any such extension agreed to by the Parties will not exceed six (6) consecutive months. An employee shall only have the right to accrue seniority under this Clause 15.06(c) while working outside the bargaining one (1) time in any twenty-four (24) consecutive month period.

#### 15.07 Loss Of Seniority

An employee will lose seniority rights, his/her employment shall be deemed to be terminated and his/her name shall be removed from the Seniority List for any of the following reasons:

- (a) the employee is discharged or terminated for just cause and subsequently not reinstated pursuant to the provisions of the grievance procedure herein;
- (b) the employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons his or her position.

- (c) the employee retires.
- (d) the employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than six (6) months, or his/her length of service, whichever is less;
- (e) the employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;
- (f) a member of the union fails to maintain membership in good standing in the Union.
- (g) the employee overstays, without acceptable reason, a leave of absence granted by the employer.
- (h) If an employee is absent from work without prior approval of the Employer for two (2) working days unless the Employer receives in writing from the employee, evidence that the absence of the employee from work was caused by sickness, accident or other approved circumstances, in which event the employee shall be granted leave of absence and his seniority rights reinstated.

#### 15.08 Seniority List

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, address, phone number, job title, job classification, hire date, seniority date of each employee in the bargaining unit.
- (b) The seniority list described in Clause 15.09(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.
- (c) Publication of the seniority list as prescribed by Clause 15.09(b) above shall not prejudice the right of any employee or the Union to allege at any time improper seniority calculation or credit and to seek correction.

### **Article 16 - Hiring and Promotion**

16.01

(a) Except as expressly provided otherwise by this Agreement, all job vacancies shall be posted, in paper form, by the Employer on a bargaining unit wide basis for five (5) consecutive calendar days to give all eligible employees an opportunity to apply for the job(s). The Employer may pre-canvass on the basis of the Seniority List, those employees eligible, as to their desire of filling these job vacancies. To assist in the implementation of this article those employees interested in promotions may pre-register with the Employer their willingness to undertake such promotions.

(b) Job Posting To Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, salary range, hours of work, duties, qualification, the posting and closing dates of the job posting and the date by which the vacancy is to be filled. For Full Time Temporary vacancies, if the projected or actual end date for the job is known by the Employer, this information shall be included in the job posting.

(c) Closing Date For A Job Posting

The closing date of a job posting shall be at least seven (7) consecutive calendar days from the date the Employer posted the vacancy.

(d) Union To Receive Job Postings

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

16.02 Eligibility For Posted Job Vacancies

(a) All employees Are Eligible After Probation Period

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

(b) Eligibility Of Laid Off employees

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

(c) Eligibility Of Late Applicants

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

#### 16.03 Filling Posted Job Vacancies

(a) Applicants To Be Acknowledged

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

(b) 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.

(c) Rights Of Successful Applicants

(i) Impact Of Job Selection Grievance

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

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

(3) shall be terminated.

d) Selection of Successful Candidates

The Employer in considering applications to a posted position shall give consideration to skill, knowledge, attitude and ability of the applicants to the position applied for and if, in the opinion of the Employer, such applicants are relatively equal, the senior qualified applicant shall receive the position. Where an employee who has less seniority is selected, such employee's ability (to perform the vacant job) shall be demonstrably higher than candidates who have greater seniority. Notwithstanding the previous sentence, transfers from one location to another that do not involve a promotion shall be at the sole discretion of the Employer.

(e) Trial Period

The employee selected, following posting, is considered to be on a trial period for thirty (30) days actually worked. If unable to fulfill the duties, the employee shall revert to the former position held, or may, during the trial period elect to return to his/her former position.

#### 16.04 Temporary Assignments

Where operational requirements dictate, an employee may be temporarily assigned to work at another location or in another classification (not to exceed sixty (60) days). An employee assigned temporarily to replace another employee in a higher paying classification shall be paid at the rate of pay for the job the employee is temporarily replacing for the time so worked. An employee temporarily assigned to replace another employee in a lower paying classification shall be paid at their normal rate of pay.

### **Article 17 - Layoff, Recall and Severance**

#### 17.01

If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition.

#### 17.02 Notice of Displacement or Layoff to Union

The Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of ten (10) calendar days prior written notice when regular employees are to be displaced or laid off due to a lack of work. In the event that any employees who are subject to displacement or layoff receive less than ten (10) calendar days notice prior to layoff, such employees shall receive pay in lieu of notice to a maximum of seven (7) days pay.

#### 17.03

Where the Employer reduces the number of regular employees at a specific location, employees shall be laid off in order of seniority within a classification at that location. employees so laid off shall retain the right to be recalled for a period of six (6) months following the date of lay-off.

#### 17.04

When a vacancy becomes available, laid off employees who, in the opinion of the Employer, are fully qualified to perform all aspects of the vacant position, shall be recalled in order of seniority. employees on lay-off must keep the Employer advised of their current address and phone number.

#### 17.05 Recall

A regular employee who is displaced and laid off under this Agreement shall have the right of recall for a period of six (6) months following the date of lay-off.

#### 17.06

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice within three (3) calendar days of receiving it. The employee must be available to go to work within seven (7) calendar days or such longer period as mutually agreed. An employee, who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, may be bypassed for the position available, but such employee shall not lose seniority and recall rights thereby.

#### 17.07 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any regular employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Clause 15.07.

## Article 18 - Hours of Work

### 18.01

For the purpose of this Article a work week is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a work day that commenced on Saturday will be deemed to have been worked in the work week in which the workday commenced. A work day is defined as the twenty-four (24) hour period commencing at the start of an employee's first scheduled shift on a calendar day. Where operational requirements permit, employees will receive two consecutive days of rest in an defined work week. For the purpose of this clause, Saturday and Sunday off will be considered consecutive days of rest in a defined work week.

### 18.02

- (a) The regular hours of work for employees at rental locations shall be up to nine (9) hours per work day, exclusive of a sixty (60) minute unpaid lunch break, and up to forty-five (45) hours per work week.
- (b) The regular hours of work for employees at #225-13480 Crestwood Place, excluding reservation agents, shall be up to seven-and-a-half (7½) hours per work day, exclusive of a thirty (30) minute unpaid lunch break, and up to thirty-seven-and-a half (37½) hours per work week.
- (c) The regular hours of work for reservations agents shall be up to eight (8) hours per work day, exclusive of a thirty (30) minute unpaid lunch break, and up to forty (40) hours per work week.

### 18.03

Except in the case of flexible work schedules pursuant to 18.05 below, overtime rates will only be paid in those cases where an employee is required by the Employer to work in excess of eight hours in a workday and forty (40) hours in a workweek. Overtime hours worked in a workday shall not be counted in determining weekly overtime.

### 18.04

- a) Any employee who is called for work and on reporting find no work available due to reasons beyond his control, shall be entitled to two (2)

hours at the usual rate. This shall not apply if the Employer gives sufficient notice cancelling said call.

- b) In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive two (2) hours pay at the employee's regular rate.

18.05

Notwithstanding anything contained elsewhere in this agreement, the Union agrees that the Employer may adopt a flexible work schedule which may include the option of four (4) ten (10) hour shifts. Overtime at one and one half (1 1/2) times the basic straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in a workweek.

## **Article 19 - Wage Administration**

19.01 Salary Scales

Employees shall be classified and paid in accordance with wage structure for classifications set forth in Appendix "A" attached. All regular employees will be paid on a semi-monthly basis on the basis of hours worked. Pay rates shall be minimums and nothing shall preclude the employer from paying above the rates specified, or introducing, maintaining, or discontinuing, at the Employer's sole discretion, any bonus or incentive programs.

19.02

Where the Employer hires new regular employees having directly related previous experience for the position being filled, such employees may, at the Employer's sole discretion, be paid a beginning salary higher than that listed in Appendix "A".

19.03

An employee promoted from one job classification to another will be paid at the start rate for the classification into which he is promoted, or will retain his previous rate of pay, whichever is greater. If the employee is being paid a rate higher than the start pay for the classification into which he has been promoted, he shall remain at that rate of pay until he has worked in the new classification the length of time required to progress to the next step of the schedule that has a higher rate of pay.

19.04

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

19.05

Employees who accept recall to a lower position than formally held, will be paid at their former salary or at the maximum for the new job, whichever is the lesser. An employee returned to his or her former grade as a result of temporary promotion will return to their salary scale prior to the promotion.

19.06 Uniforms

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

## **Article 20 – Overtime**

20.01

Where an employee is eligible for overtime payment for working in excess of eight (8) hours in a work day, that employee shall be paid at one and one half (1 1/2) times his basic straight-time hourly rate for the first four (4) hours of eligible overtime worked in a workday and two (2) times his basic straight-time hourly rate for any hours of eligible daily overtime worked in excess of four (4) in a work day. An employee who is eligible for overtime payment for working in excess of the forty (40) hours in a work week shall be paid at the one and one half (1 1/2) time his basic straight-time hourly rate for all hours of eligible overtime worked in a work week.

20.02

The Employer shall have the right to take all necessary steps in order to minimize the amount of overtime worked.

## Article 21 - Statutory Holidays

### 21.01

An employee shall receive pay as determined pursuant to Article 23.02 and 23.03 for the following Statutory Holidays, (or any day proclaimed in lieu thereof):

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

and any other statutory holiday proclaimed and gazetted by the Government of British Columbia.

### 21.02

To be eligible for statutory holiday pay an employee must have been employed by the employer for at least thirty (30) days and must have worked on fifteen (15) of the thirty (30) days immediately prior to the date of the statutory holiday.

### 21.03

An employee who qualifies for statutory holiday pay in accordance with Article 23.02 above will receive such statutory holiday pay determined by dividing such employees straight time wages over the thirty (30) day period immediately preceding the statutory holiday, by the number of days worked, to a minimum of fifteen (15).

### 21.04

Where an employee is scheduled to work on a statutory holiday, pay for work actually performed by such regularly scheduled employees on any of the statutory holidays referred to in Article 21.01 of this Agreement will be at one and one-half (1 1/2) times the employee's straight-time basic hourly rate of pay for the first twelve (12) hours actually worked, and two (2) times the employee's straight-time basic hourly rate of pay for any time actually worked in excess of twelve (12) hours. In addition, where the employee qualifies for statutory holiday pay under Article 21.02, such employee shall, at the Employer's discretion, either receive a day off with pay, as calculated in Article 21.03 to be taken at a time determined by the Employer, prior to the employee's next scheduled annual vacation, or an additional day's pay as calculated in Article 21.03.

21.05

Should a statutory holiday fall on a day that an employee is not scheduled to work, that employee shall receive a day off with pay, as calculated in Article 21.03, to be taken at a time determined by the Employer prior to the employee's next scheduled annual vacation.

21.06

Where an employee is scheduled to work on a statutory holiday, pay for work actually performed by such regularly scheduled employees on any of the statutory holidays referred to in Article 23.01 of this Agreement will be at one and one-half (1 1/2) times the employee's straight-time basic hourly rate of pay for the first twelve (12) hours actually worked, and two (2) times the employee's straight-time basic hourly rate of pay for any time actually worked in excess of twelve (12) hours. In addition, at the Employer's discretion, such employee shall either receive a day off with pay, as calculated in Article 23.03, to be taken at a time determined by the Employer, prior to the employee's next scheduled annual vacation, or an additional day's pay as calculated in Article 23.03.

21.07

Should a statutory holiday fall on a day that an employee is not scheduled to work, that employee shall receive a day off with pay, as calculated in Article 23.03, to be taken at a time determined by the Employer prior to the employee's next scheduled annual vacation.

## **Article 22 - Vacations and Vacation Pay**

### 22.01 Vacation Days Entitlement

- (a) For each year of the first four (4) years of continuous service completed, a full time regular employee shall earn annual vacation of two (2) weeks, and shall receive pay for such vacation in the amount equal to four percent (4%) of gross earnings for the year in which vacation entitlement is earned.
- (b) For the fifth (5) year and subsequent years of continuous service completed, a full time regular employee shall earn annual vacation of three (3) weeks, and shall receive pay for such vacation in the amount equal to six percent (6%) of gross earnings for the year in which vacation entitlement is earned.
- (c) Part time employees:

Part time and temporary employees will receive vacation pay on each cheque.

22.02

In the event of termination of employment an employee shall receive vacation pay calculated according to Articles 22.01 (a) and 22.01 (b) for any unused vacation entitlement based on service actually performed up to the date of termination.

22.03

Employees become entitled to an annual vacation on the conclusion of each working year. Employees must take all of their vacation entitlement in the year in which the entitlement applies and such vacation shall commence no later than ten (10) months after the date on which the employee became entitled to it. Vacations shall be scheduled in accordance with Article 22.04.

22.04

The Employer shall determine how many employees may take vacation at any one time. No employees shall be permitted to take vacation during the month of September. The Employer will permit employees to register their vacation desires, on an annual vacation block sheet, which shall be posted from January 1 to January 15 each year. Vacation time will be scheduled by seniority, subject to the requirements of the operation. Any employee who has not had his vacation scheduled by January 15 will be assigned vacation on a first come/first serve basis, subject to the requirements of the operation and the availability of remaining vacation time. Once dates for vacations have been posted, these dates shall not be changed except in the case of an emergency or by mutual agreement between the Employer and the employee.

22.05

Vacation pay will be paid to an employee on the last scheduled payday immediately prior to the scheduled commencement of an employee's vacation. Employees will not be permitted to receive vacation pay advances.

22.06

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay, as determined by Article 21.03 to be taken at the end of his vacation.

22.07

Part-time and temporary employees shall receive vacation pay on each pay cheque.

## **Article 23 - Medical Certificates and Examinations**

### 23.01 Medical Certificates

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

### 23.02 Confidentiality of Medical Information

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

## **Article 24 - Maternity/Adoption/Parental Leave of Absence**

### 24.01 Maternity Leave

#### (a) Basic Leave Entitlement

Maternity 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.

### 24.02 Adoption Leave

#### (a) 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.

### 24.03 Parental Leave

Parental 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.

## **Article 25- Additional Leaves of Absence**

### 25.01

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

- (a) An employee shall be granted a paid leave of absence for the purpose of attending court as a witness when subpoenaed by the crown.
- (b) In the event of death in an employee's immediate family (which is defined as grandparents, parents, parents-in-law, spouse, children, 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. 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) Employees who are required to serve on a jury shall be granted an excused absence for such time as is needed in connection with jury duty. The Employer agrees to pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service. Any day an employee is not required to serve on a jury panel, or when he is relieved for the day, he shall call the Employer and shall make himself available for work.

### 25.02

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

### 25.03 Employee Entitlements During Leaves of Absence

Upon completion of any leave of absence granted pursuant to this Agreement, the employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, unless in the interim he or she has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.

### 25.04 Failure to Return to Work on Completion of Leave

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

## **Article 26 - Occupational Health and Safety**

### 26.01 Statutory Compliance

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

### 26.02 Employer Policy

- (a) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union.
- (b) 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.

## **Article 27 - Workers' Compensation Supplement**

## 27.01 Leave of Absence

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

## **Article 28 - Benefit Plans**

### 28.01 Medical Coverage and Extended Health Benefits

The Employer agrees to pay fifty percent (50%) of the premiums required to provide the benefit coverage as set out in this Article to regular full-time employees, unless otherwise specified in section 28.05 below. The employee will pay the remaining fifty percent (50%).

### 28.02

The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer may change insurance carriers at any time provided the benefits remain relatively equal.

### 28.03

Subject to the policies of the insurance carriers, benefit coverage, excluding Long Term Disability will be extended to eligible spouses and dependants.

### 28.04

Except as provided for MSP coverage below, to be eligible for participation in any of the following plans, an employee must have completed six (6) months of continuous full-time active employment and must be regularly scheduled by the Company to work on a full time basis.

### 28.05 The employee Benefit Plans are summarized as follows:

For the convenience of employees, the employee Benefit Plan is summarized as follows.

- a) MSP – Eligible regular full time employees may at their option (if they can supply of alternative coverage), be covered by the basic provincial medical plan following the completion of (3) three months of continuous full time active employment. The Employer will pay one hundred percent (100%) of the MSP premiums for full-time employees who have completed one (1) year of continuous full time service with the Employer.
- b) Dental – Eligible regular full time employees may at their option be covered under the Dental Plan which provides the following services subject to the term and conditions of the Plan:
  - i) Basic Dental Services paying eighty percent (80%) of the approved schedule of fees;
  - ii) The maximum benefit per person under this plan is \$1,500.00 per calendar year, and is subject to annual deductible of \$25.00 for single coverage and \$50.00 for family coverage.
- c) Eligible regular full time employees may at their option be covered under the Extended Health Care Plan. The Plan will reimburse eighty percent (80%) of eligible expenses for prescription drugs and one hundred (100%) percent of other eligible expenses subject to the terms and conditions of the plan. Eligible expenses will include coverage for paramedical expenses to a maximum of \$500.00 per person per year; eligible prescription drugs and hearing aids at \$500.00 in any period of five (5) consecutive years.
- d) Life Insurance/AD&D - \$25,000.00 employee, \$5,000.00 spouse and \$2,500.00 for each dependant child.
- e) Long Term Disability – 67% of the first \$2,500 of monthly earnings, 50% of the next \$4,000 of Monthly Earnings and 40% Monthly Earnings in excess of \$6,500.00 to a maximum benefit of \$5,000.00 per month. Benefit commences on the 121st consecutive day of disability. Maximum benefit period to the employee's 65th birthday.
- f) Provided an employee can provide proof of MSP coverage from another source, the above mention benefits shall be optional to all Eligible regular full time employees.
- g) Employees will be entitled to two hundred dollars (\$200) every two years for the purchase of prescription glasses.

Details of the above plan are outlined in the employee benefit summary.

## **Article 29 - Labour - Management Relations**

### 29.01 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.

#### (a) Objective of Committee

- (i) 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.
- (ii) Improving service to the public.
- (iii) Increasing operational efficiency by promoting co-operation between the Employer and its employees.
- (iv) 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.

#### (b) Committee Meetings

- (i) The Committee shall meet on an as needed basis, but not more than once every two months. The parties will develop regularly scheduled meetings subject to mutual agreement. It is agreed that this Labour/Management Committee satisfies the requirements of Section 53 of the Labour Relations Code.
- (ii) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.

(iii) Attendance by any employee at any meeting of the Committee while on working hours, shall be deemed to be time worked and requests for such time off shall not be unreasonably denied. Under these circumstances, an employee shall receive all pay and all other rights and entitlements under this Agreement as if he had remained working.

(iv) 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.

(iv) Minutes of Meeting

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

## **Article 30 – General Provisions**

### 30.01 Moonlighting

No employee shall undertake any work outside their Employer's premises, which impairs their ability to perform work for the Employer or which may reasonably be deemed competitive. Violations of this clause shall be subject to discipline by the Employer. Following investigation, violators may be warned, suspended or terminated; repeat violations shall result in dismissal from the job.

### 30.02 Reporting

An employee who becomes aware that he/she is not going to be able to report for work as scheduled must notify the Employer at least two (2) hours prior to his/her scheduled starting time with a satisfactory reason for his/her failure to report. The employee must also indicate when he/she expects to return to work. If the employee is unable to return when indicated, he/she must again notify the Employer as set out above. Compliance with this provision does not automatically recognize a leave of absence. An employee who fails to comply with this provision must give the Employer forty-eight (48) hours notice of his/her intent to return to work at which time the employee shall be told if and when to return.

### 30.03 Correspondence

All correspondence other than routine, resulting from this Collective Agreement shall be sent to the President of the Union or designate. Such correspondence to the Employer shall be sent to the President.

## Article 31 - Savings Provisions

### 31.01 Government Action Affecting Agreement

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

- (a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 30.01(a) above.

## Article 32 - Term of Agreement

### 32.01

This Agreement shall be for the period from and including November 25, 2004 to and including November 24, 2008, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is November 24, 2008, or immediately preceding November 24 in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

### 32.02

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 affect a legal strike or a legal lockout, as the case may be.

32.03 Commencement of Bargaining


Where a Party to this Agreement has given notice under Clause 32.01 above, the Parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

32.04 Exclusion of Operation: Section 50(2,3), Labour Relations Act

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


**IN WITNESS WHEREOF**, the Union and the Employer have caused this agreement to be executed in their names by their duly authorized representative(s) this 22 day of February 2008.

Signed at Richmond B.C. this 22 day of Feb . 2008.

  
\_\_\_\_\_  
FOR THE EMPLOYER

\_\_\_\_\_  
Paul Tetrokov  
FOR THE UNION

\_\_\_\_\_  
FOR THE EMPLOYER

  
\_\_\_\_\_  
Brad Bastien  
Union Representative  
FOR THE UNION

## APPENDIX "A"

### SALARY SCALES

Mail Driver:

		Nov. 25, 2004	Nov. 25, 2005	Nov. 25, 2006	Nov. 25, 2007
		9.34	9.43	9.57	9.76

Service Attendants

		Nov. 25, 2004	Nov. 25, 2005	Nov. 25, 2006	Nov. 25, 2007
<b>Start Rate</b>		9.48	9.72	9.96	10.21
<b>6 Months</b>		9.75	9.99	10.24	10.50
<b>12 Months</b>		10.02	10.28	10.53	10.80
<b>24 Months</b>		10.32	10.58	10.84	11.12

Counter Representatives

		Nov. 25, 2004	Nov. 25, 2005	Nov. 25, 2006	Nov. 25, 2007
<b>Start Rate</b>		10.36	10.62	10.89	11.16
<b>6 Months</b>		11.06	11.28	11.50	11.79
<b>12 Months</b>		11.50	11.73	11.96	12.26
<b>24 Months</b>		11.84	12.08	12.32	12.63
<b>36 Months</b>		12.21	12.51	12.83	13.15

Office Clerks

		Nov. 25, 2004	Nov. 25, 2005	Nov. 25, 2006	Nov. 25, 2007
<b>Start Rate</b>		11.45	11.56	11.79	12.02
<b>12 Months</b>		11.79	11.91	12.15	12.39
<b>24 Months</b>		12.26	12.38	12.63	12.88
<b>36 Months</b>		12.87	13.00	13.26	13.52
<b>48 Months</b>		14.00	14.14	14.42	14.70

Reservations Sales Agents

	<b>Nov. 25, 2004</b>	<b>Nov. 25, 2005</b>	<b>Nov. 25, 2006</b>	<b>Nov. 25, 2007</b>
<b>Start Rate</b>	8.25	8.25	8.25	8.50
<b>12 Months</b>	10.50	10.60	10.70	10.90
<b>24 Months</b>	11.50	11.60	11.70	11.90

For part-time and temporary employees, the above increments will be expressed in terms of hours worked with 6 months being equal to 1000 hours worked and each 12-month increment reflecting 2000 hours worked.

The parties agree that the above wage schedule will not result in the reduction of an employee's wages. If an employee is being paid a rate above that set out in Appendix "A" as a result of the implementation of the above wage schedule, such employee will be red circled and will remain at his current rate of pay until such time as the rate set out in the wage schedule meets or exceeds the rate he is currently getting paid, or until he qualifies for an increase due to length of service that would result in him receiving a higher rate of pay than that currently being paid.