

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Aviscar**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**WHEREAS:**

- A. The Parties are bound to a Collective Agreement effective from June 1, 2018 through May 31, 2022 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

- 1. The Parties agree that the Collective Agreement is renewed for a term of written 4 years from June 1, 2018 to May 31, 2022 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree to a wage progression 2018 to 2022 (four (4) year term).
  - June 01, 2018 – 3%
  - June 01, 2019 – 3%
  - June 01, 2020 – 3.25%
  - June 01, 2021 – 3.25%
- 3. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 4. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.

5. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from June 1, 2018 unless specifically stated otherwise.
6. All items not addressed herein will be considered withdrawn on a without prejudice basis.
7. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
8. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
9. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Vancouver, B.C. this 25<sup>th</sup> day of July, 2018


**FOR THE EMPLOYER**

  
 \_\_\_\_\_  
 Cameron Wallace, City Manager

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Name

**FOR THE UNION**

  
 \_\_\_\_\_  
 Mike Novak, Union Representative

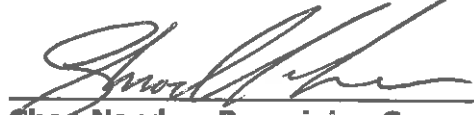
  
 \_\_\_\_\_  
 Julie Marsden, Bargaining Committee

  
 \_\_\_\_\_  
 Kevin Moore, Bargaining Committee

\_\_\_\_\_



**Jason Lal, Bargaining Committee**



**Shen Nandan, Bargaining Committee**

# **APPENDIX "A"**

**Attach all sign off as Appendix A**



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 9:55 Am
UP#00		Housekeeping	

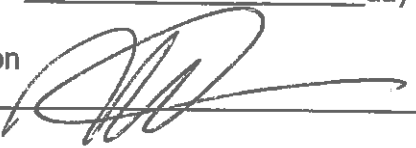
**Gender Neutral Language**


The Union proposes the entire collective agreement be updated to become gender neutral. I.e. 'he/she' be changed to 'the employee'.

**Union Name Change**

Update Collective Agreement cover page, footer and wherever the name is referenced in the agreement with Union's name change to MoveUP (Canadian Office and Professional Employees Union, Local 378) and update Union Recognition Clause.

E&OE  
Signed off this 24<sup>th</sup> day of April 2018

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)



**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 9:55 am
UP# 1	3.05	Housekeeping	

**Art. 3.05 Incorporated Documents**

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

E&OE  
Signed off this 24<sup>th</sup> day of April 2018

For the Union  For the Employer 



**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
		April 24, 2018	9:58 am
UP#2	3.06	New	

**Art. 3.06 Housekeeping**

The Union and Employer agree to discuss general housekeeping throughout the collective agreement such as spelling mistakes, punctuation and numbering. If agreed upon by the parties, corrections will be made accordingly.

E&OE  
Signed off this 24<sup>th</sup> day of April 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 2:45 pm
UP#3	4.01	Housekeeping, New	

**Art. 4.01 Full -Time Employee**

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

It is agreed that the parties will keep the  
Title " Full-TIME EMPLOYEE "

&

Remove " part time floating employee "

Withdraw / Amend

E&OE  
Signed off this 25<sup>th</sup> day of June 2018

For the Union

For the Employer



<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 14:58
EP #1	4.02	<i>Amended</i>	

**ARTICLE 4: EMPLOYEE CATEGORIES**

(new language inserted then paragraphs re-numbered)



**4.02**

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

- (a) Sick leave entitlements for part time regular employees shall be in accordance with Clause 27.02(e).
- (b) Part time regular employees will receive Statutory Holiday pay on a pro-rata basis consistent with the proportion of hours normally worked in weeks not containing a holiday.
- (c) Part time regular employees will receive vacation pay and vacation time off work per Article 25 on a pro-rata basis in accordance with the proportion of "full-time equivalent" hours worked (or deemed to have been worked) as defined in Clause 4.02(d) below.
- (d) Seniority for part time regular employees shall be calculated on a pro-rata basis in accordance with proportion of full-time equivalent hours worked or deemed to have been worked. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be deemed to be 1,992. Notwithstanding anything, it is further agreed that wherever under this Agreement any entitlement for any part time regular employee is to be determined on a pro rata basis such pro ration shall be calculated by using the number 1,992 hours as the "full-time equivalent" for any one year period. Notwithstanding anything, it is further agreed that where, pursuant to this Agreement, a part time regular employee is entitled to receive a specified term or condition of employment on a pro-rata basis in accordance with the "full-time equivalent" hours worked, all time off work during which such employee's seniority either accrues, or is deemed to accrue, per this Agreement shall be deemed to be time worked for the purposes of calculating such pro rata entitlements under this Agreement.
- (e) Part-time regular employees will be entitled to overtime pay at the rate of time and one-half after the employee has worked 8 hours in a work day or forty (40) hours in a work week.

(X 1 1/2)

- (f) 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.

E&OE  
Signed off this 13 day of July 20 18  
For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 15:54
UP#5	4.03	Housekeeping, Add Title	

**Art. 4.03 Casual Employees**

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

The parties agree to retain the TITLE LANGUAGE  
"Casual Employees"

⊕

THE Union agrees to withdraw the  
"Strike through" in this article.

E&OE  
Signed off this 25<sup>th</sup> day of June 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 10:50 am
UP#7	7.04	Housekeeping	

**Art 7.04 Remittance of Deductions**

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

The employer will deduct and forward the applicable initiation fee from the first pay period. In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- New Hires
- Terminations
- Promotions
- Demotions
- Lateral transfers
- Salary Revisions
- Employees on extended leave of absence

Such information shall be supplied by the employer and in a form acceptable to the parties.

E&OE  
Signed off this 24<sup>th</sup> day of April 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 25, 2018	<b>Time:</b> 12:05
UP#8	8.03	Housekeeping	

**Art 8.03 Job Steward Appointments**

The Employer shall recognize ~~one (1)~~ Job Steward(s) and ~~one (1)~~ alternate(s) at each location designated by the Union. ~~At the airport There shall be three (3) five (5) Job Stewards for the bargaining unit as follows: one (1) steward for each classification however if the Union is unable to obtain a Steward for each classification the employer shall recognize multiple stewards in one (1) classification. The Union agrees to make every effort to acquire a Steward in each classification with consultation of the Employer. one (1) amongst the Rental Sales Associates/Rover; one (1) amongst the Service Agents; and one (1) amongst the Clerical/Utility classifications and one (1) amongst the Shuttlers at the Airport locations. The Employer will recognize one (1) alternate Steward, which can be from any of the job classifications located at the Airport, QTA or Service Center. It is understood that, where only one Job Steward is at work, members from either group are entitled to access that Job Steward. The Union will notify the Employer of the names of such Stewards in writing immediately upon their appointment.~~

E&OE  
Signed off this 25 day of June 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>April 24, 2018</b>	<b>Time:</b>
UP#9	Art 8.05 & 8.06	<i>Housekeeping</i>	

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



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

**8.06**

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

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

E&OE  
Signed off this 29<sup>th</sup> day of May 2018 2:45pm

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

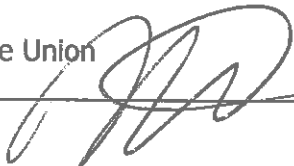

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 10 : 54
UP#12	12.06	Amend	

**Art 12.06 Employee Grievance – Step 1**

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

The Supervisor will contact the Job Steward and/or Union Representative and grievor, whereby the parties will mutually agree to a reasonable meeting date to discuss the grievance as required ~~with the Shop Steward and/or Union Representative~~ and render a decision in writing to the Shop Steward with a copy to the Union and the City Manager within ten (10) working days of the date of the referral at Step I.

E&OE  
Signed off this 25<sup>th</sup> day of April 20 18

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**



<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> May 30, 2018	<b>Time:</b> May 30, 2018 / 16:15
UP#13	15.02	<i>Amended</i>	

**Art 15.02 Employer Obligations During Probation Period**

- (a) The Employer shall inform a probationary employee of the standards which he or she is expected to meet during the probation period and shall also provide all appropriate training and familiarization necessary to assist the new Employee to meet these standards.
- (b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance, in writing and shall provide adequate time for correction of the deficiencies, prior to the discharge or termination of the probationary Employee.
- (c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful of the probation by a new Employee or otherwise discharge or terminate the Employee in accordance with this Article and all other applicable provisions of this Agreement.

4:15 pm

E&OE  
Signed off this 30<sup>th</sup> day of MAY 2018

For the Union  For the Employer 





**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 11:45 am
UP#14	17.02	Amend	

**Art 17.02 Posting Job Vacancies**

(a) Except as expressly provided otherwise by this Agreement, all regular-job vacancies shall be posted by the Employer on all Union bulletin boards for a minimum of five (5) consecutive working days to give all eligible employees an opportunity to apply for the position.

(b) A job posting shall state all pertinent details of the job including, but not limited to, job classification, location, salary (if required) hours of work, duties, qualifications, any special conditions pertaining to the vacancy, the closing date of the job posting, and ~~the date of 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 ~~of the~~ Employer posted the vacancy.

(d) A copy of all job postings shall be sent to the Union.

~~(e) The employer agrees to give notice to all bargaining unit members of all Casual positions made available on their website.~~

E&OE

Signed off this 24 April day of April 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 16:33
UP#16	20.01	Amend	

**Article 20: Job Evaluation & Work Load**

**Art 20.01 Basis for Establishing Job Descriptions and Selection Criteria**

- (a) All existing job descriptions shall be included as an appendix ~~of~~ to this Agreement.
- (b) Each job description must accurately reflect all of the major duties of the work to be performed, minor duties will not have to be specified except in the event of a dispute.
- (c) All the jobs presently covered by this Agreement shall remain in the bargaining unit for the duration of this Agreement.
- (d) Development of job descriptions for inclusion as an appendix shall be the responsibility of the Labour Management Committee.
- (e) When an existing job is to be substantially changed, in terms of the major duties of the given job, or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate with the Union at the Labour Management Committee level at least thirty (30) calendar days prior to implementation of the substantially changed (in terms of the major duties of the given job) or new job.
- (f) In the event that the Parties cannot agree on the job description, selection criteria or salary rate when an existing job is to be substantially changed, in terms of the major duties of the given job, or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description, selection criteria and the salary rate proposed by the Employer, and the Union shall have the right to grieve by submitting any issues in dispute immediately to arbitration in accordance with Article 12 in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision. The arbitrator shall make his or her decision taking into account the bases for establishing job descriptions, selection criteria, and salary rates as prescribed by this Article. The arbitrator shall also have the authority and jurisdiction to determine whether or not a job represents a new or substantially changed job (in terms of the major duties of the given job) under this agreement.
- (g) Any pay adjustment arising under this section will be made retroactive to the day the employee was placed in the position.

Parties agree to withdraw TITLE "WORK LOAD", & keep house-keeping "of to"

E&OE

Signed off this 25<sup>th</sup> day of JUNE 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>April 24, 2018</b>	<b>Time:</b>  16:40
UP#17	20.02	New	

**Art. 20.02 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 their 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

(a) 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.

(b) Any pay adjustment arising under this section will be made retroactive to the day the employee was placed in the position.

The Parties agree to add the first paragraph "The parties mutually agree to refer the issue of workload ... as the first agenda item," as new language 35.02 c) in the collective Agreement.  
Items (1) → (3) withdrawn.

E&OE  
Signed off this 25<sup>th</sup> day of June 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> May 30, 2018 / 16:15
UP#19	21.07	Amend, New	

**Article 21.07 Shift Changes**

- a) Employees will have the right to apply for a change of shift on an individual basis ~~and when practical~~. The Employer will make such change, provided there is no conflict with the provisions of Clause 21.01 above. The company will allow four (4) ~~two (2)~~ shift trades per person per month. Qualified Employees may arrange to exchange shifts, on a temporary basis, provided prior written approval is obtained from their immediate supervisor(s) at least (3) calendar days prior to the first shift to be traded. Shift changes must be equivalent number of hours and between regular employees. Such a request shall not be unreasonably denied. There will be no penalty to the Employer for such temporary interchange of shift.
- b) If an employee requests a shift change, and if the Employer approves such request, that employee will have used one of their permitted shift changes. The employee who agrees to such a shift change will not have their number of permitted shift changes thereby reduced. However, unless for a bonafide reason, a failure to report for an approved shift trade will result in forfeiture of the ability to participate in any additional shift trades for a period of thirty (30) calendar days thereafter solely by the employee who failed to report for the shift. Such employee will suffer no other disciplinary action as a result of the failure to report for the shift.

E&OE  
Signed off this 4:15 pm 30<sup>th</sup> day of May 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			Withdrawn
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 21:45
UP#20	22.05	Amend	July 10, 2018

**Article 22: Wage Administration  
Art 22.05**

(a) An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the entire shift laterally across the progression schedule, plus premium as referenced in Appendix A, as provided in 22.06 following, for the period so employed.

Up 20 & Up 39 subsection c), The Union agrees to withdraw the above noted proposals as the parties agree to discuss a method/process for Rover coverage by RSA's at the first labour mgmt committee meeting.

E&OE  
Signed off this 16th day of July 2018

For the Union

For the Employer

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 15:00
EP #7	23.03	<i>Amended</i>	

**ARTICLE 23: OVERTIME HOURS/PREMIUM PAY**

**Art. 23.03**

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

Part-time employees will be eligible for overtime pay in accordance with this article 23.03 after the employee has worked eight (8) hours in a work day or forty (40) hours in a work week.

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

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

E&OE  
Signed off this 13 day of July 2018

For the Union 

For the Employer 

REPLACE WITH AVIS

AVISCAR INC.  
PROPOSALS 2018  
Company Proposals

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 14:55
CP #9	23.08	Amend	

ARTICLE 23: OVERTIME HOURS/PREMIUM PAY

Art. 23.08 Call In/Out

a)

Full-Time 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.


Call in/out Shift Change

b)

The Parties agree that the Company will pay a premium of an additional two (2) hours pay, at the employee's regular hourly rate of pay, per shift (until employee returns to their regular shift) if an employee is called to work outside their regular shift, provided this shift change was not initiated by the employee. For Example; the employer changes the employees 9am - 5pm shift to 8am - 4pm shift then the two (2) hour premium applies. If the employee is called to work prior to their shift or after their shift and required to work their scheduled 8 hours (shift) then Overtime provisions apply.

E&OE  
Signed off this 13 day of July 20 18

For the Union 

For the Employer 

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 14:57
EP #11	23.10	Amended/Housekeeping	

**ARTICLE 23: OVERTIME HOURS/PREMIUM PAY**

(new language underlined, housekeeping reformatted all numbering, was previously (c) through (e))

**23.10 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 mandatory employees on their scheduled day(s) off unless it first exhausts all other means of covering the necessary hours of work.

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

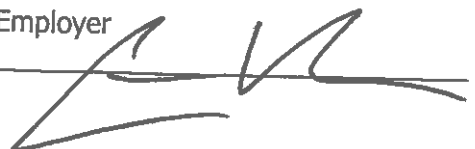
E&OE

Signed off this 13 day of July 2018

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 11:46 am
UP#22	23.10	Amend	

**Art. 23.10 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 ~~shall not require~~ <sup>mandate</sup> ~~will not mandatory~~ employees on their scheduled day(s) off to work overtime unless it first exhausts all other means of covering the necessary hours of work.

(c) An employee who is <sup>mandated</sup> ~~mandatory~~ to work overtime on their day(s) off will be paid double (2x) time for all hours worked, ~~required.~~

E&OE  
Signed off this 25<sup>th</sup> day of April 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)


**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		April 24, 2018	15:00
UP#23	23.11	Amended	

**23.11 Overtime Meal Provisions**

If an employee is required to work two (2) hours or more before or after ~~his~~ their regular shift, a one half (1/2) hour unpaid meal period will be allowed, and the Employee will be provided with up to a fifteen-dollar (\$15.00) meal allowance, based upon submission of appropriate paid receipts.

E&OE  
Signed off this 13 day of July 20 18

For the Union  


For the Employer  


<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 15:27
ER#14	27.04	New	

**ARTICLE 27: SICK LEAVE AND LONG TERM DISABILITY**

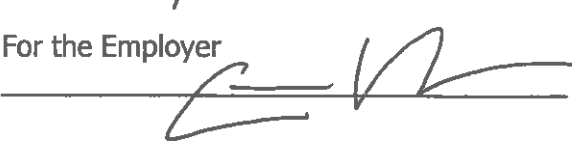
27.04 Paid sick allowance will be made only for absence from work because of illness or injury. ~~For absence of three consecutive days or more, the employee may be required to provide a certificate from a registered medical doctor stating that the employee has been under care and unable to carry out his or her duties. After three absences of two (2) consecutive days or more in the designated "sick days" year, which absences have not been the subject of medical certification, the employee may be required to provide medical certification for future absences of any duration.~~ An Employee may be required by the Employer to produce a certificate from a medical practitioner of the Employee's choice for any pattern of absences or any absence due to illness or injury which is in excess of three (3) consecutive working days, certifying that the Employee was absent due to illness or injury. Diagnostic information with respect to the illness or injury will not be required. The Employer shall give reasonable notice to any Employee thus required to produce a medical certificate.

Patterned absenteeism shall be assessed on a case by case basis and discussed with the employee. An example of pattern absenteeism may include frequent unscheduled absences on specific days of the week.

All costs for obtaining any medical documentation, examination, or doctor's report under Article 27 shall be borne by the Employer.

E&OE  
Signed off this 10<sup>th</sup> day of July 20 18

For the Union  


For the Employer  




(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 24, 2018	Time: 10:55am
UP#29	29.06		

**Art. 29.06 Other Leaves**

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

E&OE  
Signed off this 25<sup>th</sup> day of April 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 14:56
UP#30	29.07	New	

**ARTICLE 29: ADDITIONAL LEAVES OF ABSENCE**

29.07      Personal Family Matters

Effective on January 1, 2020 and thereafter, full-time employees with more than one (1) year of service, will be granted one (1) day of paid time off per year for the purpose of attending to personal family matters. The employee will give as much notice as possible. Employee requests will not be unreasonably denied. The day must be used during the calendar year it is granted – the day will not be bankable nor will it be carried over to the next calendar year if not used.

E&OE  
Signed off this 13 day of July 2018

For the Union  


For the Employer  


<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 13:05
ER#12	29.07	<i>New - clarify that employee should exhaust banked time for leaves of absences</i>	

29.07 Exhaustion of Paid Leave

It is understood that the employee should exhaust all unused vacation time before exercising unpaid Personal and Other Leaves as set forth in 29.04 and 29.06 of this Agreement.

1. An employee would not lose any previous selected vacation if granted unpaid leave under this article.
2. Five (5) consecutive days or greater must be taken for article 29.07 to apply. *MOU*
3. The employer shall respond to the employee within fourteen (14) of the request calendar days with approval or denial. *of the request*
4. The employee shall request leave fourteen (14) days in advance however certain circumstances may allow the employee to request leave less than fourteen (14) days and at the employer's discretion.
5. Requested leave under this article shall not be unreasonably denied.

E&OE  
Signed off this 10<sup>th</sup> day of July 20  

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 25, 2018	<b>Time:</b> 10:05
UP#31	29.08	New	

**Art. 29.08 Family Responsibility**

Leave without pay shall be in accordance with the Employment Standards Act of British Columbia Section 52 and such unpaid leave shall be approved by the Employer upon request by an Employee.

E&OE  
Signed off this 26<sup>th</sup> day of June 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 16:54
UP#32	29.09	New	

**Art. 29.09 Impact of Legislation**

The provisions for family related leave contained in this Article including, but not limited to, those concerning maternity leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favorable to the Employee, such legislation shall apply and prevail.

The parties agree to add this proposal to  
Article 28 as new article 28.07 language

E&OE  
Signed off this 25<sup>th</sup> day of June 2018

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> April 24, 2018	<b>Time:</b> 22:20
UP#37	33.04	<i>Amended</i>	

**Art. 33.04 Vision Care**

(a) The Employer will provide Vision Care for corrective lenses and frames or contact lenses to a maximum of \$300.00 per person enrolled in the Plan each twenty-four (24) month period.

(b) The Employer will provide reimbursement to each Employee up to ~~\$75.00~~ \$100.00, upon receipt for one eye examination each 24 months period.

E&OE

Signed off this 10<sup>th</sup> day of July 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>April 24, 2018</b>	<b>Time:</b> 22:25
UP#38	34.02	Amended	Agreed

**Art. 34.02 Education and Training Fund**

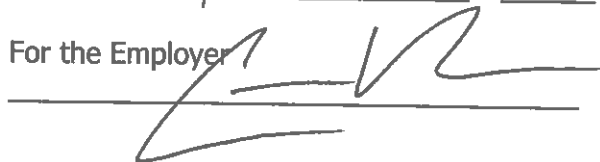
(a) The Employer shall contribute to the Union the sum of ~~\$2000.00~~ \$2500.00 per year for every year of the collective agreement for education and training of Union members.

(b) The money shall be made payable to MoveUP (COPE Local 378 Education and Training Fund, 2nd Floor, 4595 Canada Way, Burnaby, B.C. V5G 1J9 301- 4501 Kingsway, Burnaby, BC V5H 0E3 and shall be remitted on June 1, of each contract year.

Agreed

E&OE  
Signed off this 10<sup>th</sup> day of July 20 18

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b>
UP#39	APPENDIX "A"	<i>Amended</i>	

**Appendix "A"**

**SALARY SCALES**

**AVIS Wage Progressions 2018-2022 (4 Year Term)**

**Rapid Return Agent, Service Agents, Utility Agents**

	06/01/17	3.00%	06/01/18	3.00%	06/01/19	3.25%	06/02/20	3.25%	06/03/21
Start	\$ 15.59	\$ 0.47	\$ 16.06	\$ 0.48	\$ 16.54	\$ 0.54	\$ 17.08	\$ 0.56	\$ 17.63
3m	\$ 16.89	\$ 0.51	\$ 17.40	\$ 0.52	\$ 17.92	\$ 0.58	\$ 18.50	\$ 0.60	\$ 19.10
1yr	\$ 18.87	\$ 0.57	\$ 19.44	\$ 0.58	\$ 20.02	\$ 0.65	\$ 20.67	\$ 0.67	\$ 21.34
2yr	\$ 21.01	\$ 0.63	\$ 21.64	\$ 0.65	\$ 22.29	\$ 0.72	\$ 23.01	\$ 0.75	\$ 23.76
3yr	\$ 23.83	\$ 0.71	\$ 24.54	\$ 0.74	\$ 25.28	\$ 0.82	\$ 26.10	\$ 0.85	\$ 26.95
4yr	\$ 24.72	\$ 0.74	\$ 25.46	\$ 0.76	\$ 26.23	\$ 0.85	\$ 27.08	\$ 0.88	\$ 27.96

**Rental Sales Associate, Car Control, Clerk Typist**

	06/01/17	3.00%	06/01/18	3.00%	06/01/19	3.25%	06/02/20	3.25%	06/03/21
Start	\$ 16.44	\$ 0.49	\$ 16.93	\$ 0.51	\$ 17.44	\$ 0.57	\$ 18.01	\$ 0.59	\$ 18.59
3m	\$ 17.60	\$ 0.53	\$ 18.13	\$ 0.54	\$ 18.67	\$ 0.61	\$ 19.28	\$ 0.63	\$ 19.91
1yr	\$ 19.38	\$ 0.58	\$ 19.96	\$ 0.60	\$ 20.56	\$ 0.67	\$ 21.23	\$ 0.69	\$ 21.92
2yr	\$ 21.44	\$ 0.64	\$ 22.08	\$ 0.66	\$ 22.75	\$ 0.74	\$ 23.48	\$ 0.76	\$ 24.25
3yr	\$ 24.81	\$ 0.74	\$ 25.55	\$ 0.77	\$ 26.32	\$ 0.86	\$ 27.18	\$ 0.88	\$ 28.06
4yr	\$ 25.80	\$ 0.77	\$ 26.57	\$ 0.80	\$ 27.37	\$ 0.89	\$ 28.26	\$ 0.92	\$ 29.18

**Mechanics**

	06/01/17	3.00%	06/01/18	3.00%	06/01/19	3.25%	06/02/20	3.25%	06/03/21
M1	\$ 39.50	\$ 1.19	\$ 40.69	\$ 1.22	\$ 41.91	\$ 1.36	\$ 43.27	\$ 1.41	\$ 44.67
M2	\$ 36.04	\$ 1.08	\$ 37.12	\$ 1.11	\$ 38.23	\$ 1.24	\$ 39.48	\$ 1.28	\$ 40.76

**Shuttlers**

	02/17/18	14.80%	06/01/18	3.00%	06/01/19	3.25%	06/02/20	3.25%	06/03/21
Start	\$ 13.50	\$ 2.00	\$ 15.50	\$ 0.46	\$ 15.96	\$ 0.52	\$ 16.48	\$ 0.54	\$ 17.02
1yr	\$ 13.75	\$ 2.05	\$ 15.80	\$ 0.47	\$ 16.27	\$ 0.53	\$ 16.80	\$ 0.55	\$ 17.35
2yr	\$ 14.00	\$ 2.10	\$ 16.10	\$ 0.48	\$ 16.58	\$ 0.54	\$ 17.12	\$ 0.56	\$ 17.68
3yr	\$ 14.25	\$ 2.10	\$ 16.35	\$ 0.49	\$ 16.84	\$ 0.55	\$ 17.39	\$ 0.57	\$ 17.95
4yr	\$ 14.50	\$ 2.20	\$ 16.70	\$ 0.50	\$ 17.20	\$ 0.56	\$ 17.76	\$ 0.58	\$ 18.34

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 26, 2018	<b>Time:</b> 11:40
UP#40	<b>APPENDIX "B"</b>	<i>Housekeeping</i>	

**APPENDIX "B"  
JOB DESCRIPTIONS**

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

The ~~Company~~ Company acknowledges that employees should not be used on a regular basis to cover work in another job classification. However, the Parties acknowledge that based on job location, the actual duties may vary within reason. Subject to Article 22.05, the Parties acknowledge that any qualified individual may be required to perform duties in another classification for a temporary period, subject to such work being offered on an equitable and rotational basis to those employees capable of performing the work.

**Rental Sales Associates**

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

**Service Agents**

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

**Rapid Return Agent**

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

**Clerk**

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

**Utility Agents**

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

**Mechanic**

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

**Shuttlers:**

Responsible for the movement of vehicles between all Company facilities at YVR (Vancouver Airport), movement of vehicles to other Company locations as directed, movement of vehicles related to Company business as directed and may assist with transporting customers as when required.

**Dispatch**

In accordance with LOU# XX (# to be determined).

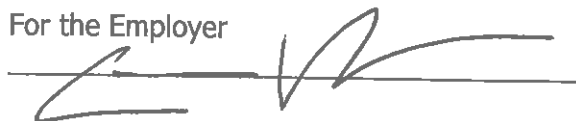
The parties discussed and agreed that Lead Shuttlers are considered Work Leaders pursuant to LOU #1.)

E&OE  
Signed off this 26<sup>th</sup> day of June 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> May 30, 2018	<b>Time:</b> 30MAY10 / 17:00
UP#41	LOU 1	Amend	

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN**

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

**AND**

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

**RE: WORK LEADERSHIP RESPONSIBILITIES**

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

(1) It is agreed that the responsibilities of an Employee in the bargaining unit who is designated as a Work Leader, or comparable job title shall be as follows:

- (a) may perform duties largely similar to those whose work he directs;
- (b) may perform duties related to but at a higher level than the work of the subordinates whom he directs;
- (c) relieves the supervisor of detailed supervision of routine aspects of the work by:
  - (i) ensuring even work flow and consistency of effort;
  - (ii) allocating various phases of work to different individuals within a general framework laid down by the supervisor;
  - (iii) transmitting the supervisor's instructions to other Employees;
  - (iv) performing a quality control function in respect to subordinates;
  - (v) ~~warning~~ advise 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~~ advisement 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.

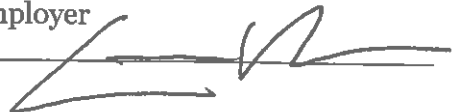
(d) work leaders will be scheduled and bid in a separate work leader schedule on a seniority basis.

E&OE  
Signed off this 30<sup>th</sup> day of May 2018

For the Union



For the Employer





LETTER OF UNDERSTANDING NO. 8

BETWEEN

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

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

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

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

(1) Seniority And Service Recognition

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

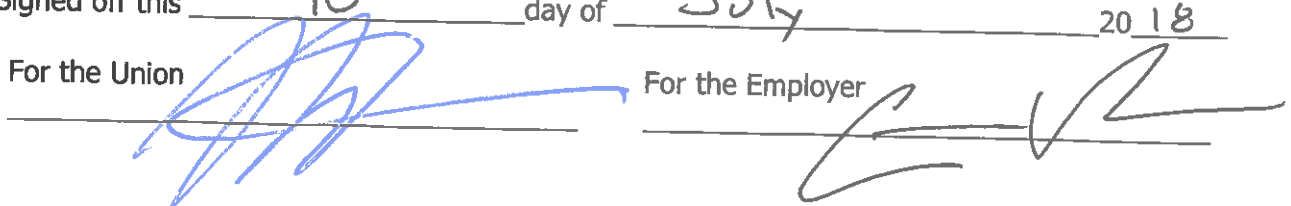
Bruce Dutrisac June 01, 1990

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

E&OE  
Signed off this 10<sup>th</sup> day of July 2018

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Aviscar Inc.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> May 29, 2018	<b>Time:</b>
UP#42	LOU 13		

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN**

**AVISCAR, INC.  
(hereinafter referred as the “Employer”)**

**AND**

**MOVEUP  
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION LOCAL 378)  
(hereinafter referred to as the “Union”)**

**RE: SHUTTLE SENIORITY**

1. It is agreed that Shuttlers in the bargaining unit as of February 17, 2018 will have their seniority calculated as follows:
  - (a) The seniority list established as of February 17, 2018, which is based on date of hire, will be used as the starting point for calculating seniority for all purposes including, but not limited to bidding, benefit accrual, pay rate eligibility, and layoff and recall.
  - (b) As of June 1, 2018, Shuttler’s seniority, for the purposes of benefit accrual and pay rate eligibility, shall be calculated pursuant to Articles 4.02 and 16 of the Collective Agreement. For the purpose of bidding and layoff & recall, the seniority date established as of February 17, 2018 as stated above shall be used.
2. Part-Time Regular Shuttlers who apply for another classification within the bargaining unit shall be in accordance with Article 17.05 of the Collective Agreement and their seniority calculated for the purpose of competition with an employee from another classification pursuant to Article 16.02 of the Collective Agreement.
3. Should a Part-Time Regular Shuttler in the bargaining unit as of February 17, 2018 transfer to another classification within the unit, the Part-Time Regular Shuttler’s seniority in that new classification shall be calculated pursuant to Article 16.02 of the Collective Agreement retroactive back to their original date of hire.
4. It is agreed that Shuttlers entering the bargaining unit after February 17, 2018 shall have their seniority calculated in accordance with Article 16 of the Collective Agreement for all purposes.

5. The Employer and the Union will keep a copy of the Shuttler's seniority list on file. It is agreed that the seniority list shall be subject to any change deemed necessary by the Parties based on any errors and/or omissions.

3:05 pm

E&OE  
Signed off this 30<sup>th</sup> day of May 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 26, 2018	<b>Time:</b> 16:45
UP #44	LOU 14	New	

**LETTER OF UNDERSTANDING No. 14**

**BETWEEN**

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

**AND**

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

**RE: SHUTTLE SHIFT BID 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 Shuttle Shift Scheduling Committee ("Committee") comprised of Shuttlers in the bargaining unit selected by the Union, after consultation with the Employer. No more than two (2) Shuttlers will comprise the Committee, unless the parties mutually agree otherwise.

As a result of the recent certification of the Shuttlers and the change to the bidding process, the purpose of the Committee shall be to develop shift scheduling recommendations covering all Shuttle 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; and

(b) meeting the desired goal of regularizing the shifts of Shuttlers in terms of consistency of start and stop times during the shift schedule consistent with operational requirements.

(2) The Committee must also comply with the provisions of Article 4, Article 21, Article 23 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) Prior to the necessity for a shift bid, the Company will present the operational requirements and number of current active Shuttlers to the Committee for creation of the recommended schedule. The Committee must submit its recommendation to the Company within three (3) business days after receipt of the operational needs. 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. In all events, the final shift schedule will be completed no later than seven (7) business days after receipt by the Committee of the operational business needs.

(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 remain in full force and in effect for the duration of this agreement however either party may cancel at any time, twelve (12) months post ratification, upon written notice to the Union or Employer of its intention.

E&OE  
Signed off this 26<sup>th</sup> day of June 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> May 30, 2018	<b>Time:</b> 30MAY18 / 17:55
UP#46	LOU TBO' 15	New	

**LETTER OF UNDERSTANDING No. XX 15**

**BETWEEN**

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

**AND**

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

**RE: DISPATCHER, PREMIUM PAY POSITION IN SHUTTLE CLASSIFICATION**

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

- (1) It is agreed that the position of Dispatcher shall be a premium pay position within the Shuttler classification and that such employees shall be on the Shuttler common seniority list however, Dispatchers will be scheduled and bid in a separate Dispatcher schedule on a seniority basis amongst those employees designated as Dispatchers;
- (2) The responsibilities of employees designated as Dispatcher shall be to assist the Production & Distribution Manager, and/or any on duty Manager, in the direction of the Shuttlers at the OTA, operational shuttle planning, shuttle planning to other Company facilities as required, use of Internal fleet control operating systems, and any other related functions as directed by Management.

E&OE  
Signed off this 30<sup>th</sup> day of May 2018

For the Union

For the Employer

**AVIS**

**AVISCAR INC.  
PROPOSALS 2018  
Employer Proposal**

<b>Employer</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 13:05
ER#4	LOU #16	New	July 10 2018

**LETTER OF UNDERSTANDING No. 16**

**BETWEEN**

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

**AND**

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

**RE: Partial Reduction of Hours**

The Employer and Union agree to introduce a process for review whereby the parties agree to the following:

The Employer may institute a partial reduction of hours of work for the Shuttler classification only. In the event of a lack of work, the provisions of Article 21.04, No Partial Reduction of Hours, shall not apply for this Letter of Understanding. The Employer may reduce hours of Regular Part-Time employees in reverse seniority order to meet the business needs or reduce hours equally amongst all Part-Time employees.

1. The Employer must have agreement of the Union before it can implement any reduction of hours, which agreement will not be unreasonably withheld.
2. The parties agree to meet two weeks prior to any reduction in work hours.
3. Either party can cancel this Letter of Understanding at any time within thirty (30) days' notice to the other party after consultation and a reasonable attempt to resolve any disputes.
4. Cancellation of this Letter of Understanding will default to the collective agreement, Article 18 Layoff and Recall.
5. This Letter of Understanding will expire at the end of the Collective Agreement.
6. For the purpose of this Letter of Understanding, the term "hours" refers to shifts.

**AVIS**

**AVISCAR INC.  
PROPOSALS 2018  
Employer Proposal**

7.  
CW  
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The Company will not change its current practice in relation to the use and scheduling of part-time shuttlers without first notifying the Union of intended changes. Through attrition of part-time shuttlers, the Company will consider in good faith, the Union's desire that the Company give preference for full-time employment wherever practicable to meet the Company's operational requirements.

E&OE  
Signed off this 10 day of July 20 18

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> July 10, 2018	<b>Time:</b> 13:51
UP #47	LOU 17	New	

**LETTER OF UNDERSTANDING No. 17**

**BETWEEN**

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

**AND**

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

**RE: EXPEDITORS**

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

1. Horst Wagner and Thomas Black are covered by the collective agreement. Such employees, commonly referred to as "Expeditors," perform various miscellaneous functions on alternating weekly shifts. The Company agrees to grandparent their current duties and responsibilities, subject to change based on operational requirements. The Company will consult with the Union prior to any changes.
2. The parties agreed that Wagner and Black will be subject to the Shuttler wage scale.
3. The parties agreed that upon separation of employment by either employee, for any reason, the position known as "Expeditor" will be eliminated and the duties would be evaluated for transition to other classifications in the unit after consultation with the Union.

E&OE

Signed off this 10<sup>th</sup> day of July 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/LOU</b>	<b>Date:</b> July 13, 2018	<b>Time:</b> 15:03
UP#48	LOU #18	New	

LETTER OF UNDERSTANDING NO. 18

BETWEEN

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

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

**RE: Protected Pay**

Patrice:

\$3.50 premium (she currently receives \$2.50 so she will get \$1.00 more premium) in accordance with the above premium for Patrice she will be granted continued salary protection plus scale % increases for the duration of her employment however in the event she voluntarily leaves her current position her extra \$1.00 premium will not be extended.

Vijay:

Salary protected plus scale % increases.

E&OE

Signed off this 13 day of July 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**AVISCAR INC.  
PROPOSALS 2018  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/LOU</b>	<b>Date:</b> July 13, 2018	<b>Time:</b> 15:00
UP#49	LOU #19	New	

LETTER OF UNDERSTANDING NO. 19

BETWEEN

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

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

**Dispatcher Premium Pay**

Effective June 1, 2018, it is agreed that employees designated as Dispatchers, pursuant to Letter of Understanding #15 attached to this Agreement, shall be paid premium pay by the Employer in the amount of \$2.50 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.

E&OE  
Signed off this 13 day of July 20 18

For the Union

For the Employer