

COLLECTIVE AGREEMENT

BETWEEN

UFCW LOCAL 401

AND

AVISCAR INC.



Renewal: May 31st, 2007

13499(01)

Table of Contents		
Article	Description	Page Number
1	Bargaining Agency	3
2	Union Security	4
3	Hours of Work	4
4	Wages	7
5	Part-Time Employees	8
6	Holiday Pay	8
7	Vacations	9
8	Management Rights	12
9	Employee and Union Co-operation	13
10	Dismissal	15
12	Maternity/ Parental/Adoption Leave	16
13	Jury Duty, Jury Selection and Witness Duty	17
14	Bereavement Pay	18
15	No Strike, No Lockout	19
16	Vacancies	19
17	Adjustment of Grievances	20
18	Arbitration	21
19	Health and Welfare (Full-Time Employees)	22
20	Wearing Apparel – Personal Appearance	23
21	Miscellaneous	24
22	Sick/ Personal Leave	26
23	Seniority	28
24	Job Description	29
25	Orientation	31
26	Duration of Agreement	31
	Schedule “A”	33
	Letter of Understanding #1 – Bank Deposits	37
	Letter of Understanding #2 – Medical Assessments	37
	Letter of Understanding #3 – Parking	37

THIS COLLECTIVE AGREEMENT made this _____ day of _____, **2005**.

BY AND BETWEEN:

AVISCAR INC., a body corporate carrying on business in the City of Calgary, in the Province of Alberta (hereinafter referred to as "the Company")

-and-

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 401, chartered by the United Food & Commercial Workers International Union; A.F.L.; C.I.O.; & C.L.C. (hereinafter referred to as "the Union")

WHEREAS the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of certain disputes which may arise between them, and to promote efficient operation.

Article 1 - Bargaining Agency

1.01 The Company recognizes the Union as the sole Collective Bargaining agency for all employees of the Rent-A-Car Division in Calgary except car salesmen, account executives and clerical personnel as per Certificate Number 448-90 dated June 5th, 1990.

Article 2 - Union Security

- 2.01 The Company agrees that, with reference to such of its employees as are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members within the first thirty (30) calendar days of employment. The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the Union of all new employees at least every month. The Union agrees to notify the Company in writing by registered mail of the name of any employee who is not in good standing in the Union. The Company shall have all new employees sign a Union membership application and forward same to the Union.
- 2.02 The appropriate dues and initiation fees will be deducted from all employees from their first day of employment.
- 2.03 The regular Union dues and initiation fees **shall** be deducted bi-weekly and submitted to the Union following the completion of the Company's four (4) weeks' accounting period. The Company shall also include the employee's name, address, social insurance number, and the total amount of dues deducted on the dues remittance sheet. Such Union dues and/or fees shall be submitted to the Union by the fifteenth (15th) day of the following month.

Article 3 - Hours Of Work

- 3.01 It is understood that, due to the nature of the Company's business, it requires that the Company operate on a seven (7) day per week basis. It is further understood

that the Company has the right to establish work schedules that could include days, nights, Saturdays and Sundays, in order to meet its operational requirements.

- (a) The normal hours of work for full-time employees shall be either six (6) days on and three (3) days off (eight (8) hours per day), five (5) days on and two (2) days off (eight (8) hours per day), or four (4) days on and four (4) days off (eleven (11) hours per day). Other shift arrangements may be established after prior consultation with the Union, provided hours worked do not exceed 176.3 hours per calendar month.

Employees may also be required to work four (4), ten (10) hours shifts with three (3) days off in any given work week. Days off may be split (with at least two (2) consecutive days off) except for the five (5) days worked, two (2) days off.

- (b) The Company will post **and fill a//**shifts for bid **by seniority** for Rental Agents and Service Agents **a minimum of three (3X) times per year (Fall, Winter and Summer), or more if required. A// shifts for bid will set forth the hours worked and the days off. In the event a shift becomes vacant between bids, the Company will post and fill such shift by seniority as soon as possible.** Employees may bid on shifts at their current location only. The scheduling, once set forth, shall remain in effect until the next shift bid. Shift bids **will** be posted for seven (7) days prior to taking effect.

The Company agrees to develop a scheduling committee of three (3) employees as chosen by the employees working in the classification to meet, review, make suggestions and consider possible alternate shift schedules prior to each shift bid.

3.02 It is the intent of the Company to distribute overtime, whenever possible, in an equitable manner to employees available and able to perform the work.

(a) If overtime becomes available during a work shift, the Company will offer overtime, by seniority, to employees who are at work at the time. In the event that the senior employees on the shift refuse the overtime, the junior employees on the shift may be scheduled to work the overtime up to a maximum of four (4) hours after their shift. *Employees will work in reverse order of seniority by fair rotation.*

(b) *Should the Company change an employee's shift with less than forty-eight (48) hours advance notice, the Company will pay the employee a premium of an additional two (2) hours pay at the employee's regular hourly rate of pay. It will be the Company's responsibility to ensure that all employees are properly notified of any changes in their work schedules.*

3.03 Two (2) breaks of fifteen (15) minutes each will be provided, one (1) in the first half and one (1) in the second half of each eight (8) hour shift. One (1) break of fifteen (15) minutes will be provided in each four (4) hour shift.

Breaks will be considered working time and shall be taken without loss of pay.

- 3.04 A thirty (30) minute unpaid meal period will be provided during each shift of eight (8) hours or more.

The Company will endeavour to schedule employee meal periods between the third (3rd) and sixth (6th) hour of the employee's shift.

- 3.05 Employees when required to report for work and not sufficient work is available, shall be guaranteed four (4) hours or four (4) hours' pay in lieu thereof, at their regular hourly rates of pay.

- 3.06 There will be a minimum of **twelve (12)** hours between the time an employee concludes one (1) scheduled work shift and commences the next scheduled work shift except in cases of emergencies beyond the control of the Company, **occasional training courses, occasional mandatory meetings** or where an employee voluntarily changes his/her shift (scheduled change).

- 3.07 The Company agrees that there will be no split shifts.

Article 4 - Wages

- 4.01 The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "A" of this Agreement, provided that where an individual employee's hourly wage is higher, such hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "A" are minimum

rates and apply to the job classification and not the individual.

- 4.02 Travel Time: Any employee who is transferred at the request of the Company, from one (1) location to another during regular working day, shall be paid his/her regular hourly rate for all travelling time.

Article 5 - Part-Time Employees

- 5.01 Part-time employees shall be entitled to vacation pay and holiday pay in accordance with the Employment Standards Code.

Article 6 - Holiday Pay

- 6.01 There shall be eleven (11) paid holidays for regular employees during the term of this Agreement. These holidays are as follows:

Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	New Year's Day
Good Friday	Remembrance Day
Family Day	

- 6.02 In addition to the above-mentioned holidays, the Company agrees to recognize any other day or part day proclaimed by the Provincial Government as paid holidays for the purpose of this Agreement.

6.03 An employee is not entitled to holiday pay if the employee:

- (a) does not work on a General Holiday when he is required to do so, or
- (b) is absent from his/her employment without the consent of his/her Employer on the employee's last regular working day preceding, and/or the employee's first working day following, a General Holiday.

6.04 New Year's Day, Thanksgiving Day, Christmas Day, and Boxing Day

The Company will post for the above holidays, a holiday work schedule consistent with the needs of the business. Employees will bid to work the holiday as follows:

- (a) first those employees regularly scheduled to work on the day the holiday occurs, and;
- (b) all other employees by seniority.
- (c) It is understood that if no one signs to work the holiday, that the Company retains the right to require junior employees to work to meet the needs of the business.

Article 7 - Vacations

7.01 Any regular full-time employee with six (6) months' service prior to May 1st shall receive one (1) week's vacation with pay at four (4%) percent of gross earnings

up to May 1st. Regular full-time with less than **six (6)** months' service as of May 1st shall receive four (4%) percent vacation pay for all time worked up to May 1st.

7.02 Any regular full-time employee with one **(1)** year's service as of May 1st shall receive two (2) weeks' vacation with pay in an amount equal to four **(4%)** percent of the employee's gross earnings since May 1st of the prior year to April 30th of the current year.

7.03 Any regular full-time employee with five (5) years' service as of May 1st shall receive three (3) weeks' vacation with pay in an amount equal to six (6%) percent of the employee's gross earnings since May 1st of the prior year to April 30th of the current year.

7.04 Any regular full-time employee with ten (10) years' service **as** of May 1st shall receive four (4) weeks' vacation with pay in an amount equal to eight (8%) percent of the employee's gross earnings since May 1st of the prior year to April 30th of the current year.

7.05 (a) When a Statutory Holiday occurs during the employee's vacation period, an extra day's vacation shall be scheduled by the Company on what would have been the first day the employee would have worked after his/her annual vacation or on another day that the employee would have worked after his/her annual vacation and before his/her next annual vacation.

(b) It is understood that the Employer has the right to pay an additional day's pay in lieu of a day-off with pay for those holidays which occur during an

employee's vacation during the months of June, July and August.

- (c) When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received if he/she had been working. Where an employee receives three (3) or more weeks' vacation with pay and a General Holiday occurs during the employee's paid vacation, an extra day's pay may be taken at the employee's request in lieu of an extra day's vacation pay.

The day off mentioned in the above paragraph will be taken immediately following the employee's vacation.

7.06 Times at which vacations are taken *and the number of employees who may take vacation at a given time shall be determined* by Management subject to operational requirements.

A vacation schedule will be posted not later than February 1st each year requesting employees to indicate their vacation preference, along with a completed list outlining employee's vacation entitlement for the upcoming year. It is agreed that employees with the most seniority with the Company will have preference. Upon being canvassed for their vacation preference, an employee will have up to four (4) working days to reply. Vacation lists must be completed and posted by March 31st.

Consistent with the foregoing, senior employees who fail to select their vacation in order of seniority will not be allowed to displace junior employees who have made their selection.

No employee shall take more than two (2) consecutive weeks in the summer (June, July, and August) unless operational requirements permit.

Any employee that fails to request their preference by March 31st will be allowed to place their vacation in any of the open weeks left available on the vacation planner after this date on a first come basis. The Company will allow these employees to take their requested time off in the weeks that are open provided the employee gives thirty (30) days written notice. No request will be unreasonably withheld.

- 7.07 An employee shall receive vacation pay in their last pay cheque prior to going on vacation, provided Management is notified at least one (1) pay period in advance of the vacation.

Article 8 - Management Rights

- 8.01 The Union recognizes the exclusive right of the Company to manage the affairs of the business and to direct its working force. The Union further recognizes the right of the Company to operate such business in accordance with its commitments and responsibilities.
- 8.02 (a) It is an exclusive function of the Company to hire, lay-off, promote, demote, transfer, suspend, discipline, or discharge for just cause employees,

except insofar as it is expressly restricted by this Agreement.

(b) It is the Employer's intent to provide adequate supervision during all hours of operation.

8.03 It is understood and agreed that the first (1st) ninety (90) calendar days of employment shall be a trial period for new employees, and during this period they may be discharged by the Company without further recourse. The probationary period may be extended by mutual agreement between the Company and the Union. New employees may be secured from any source the Company desires.

Article 9 - Employee And Union Co-operation

9.01 The employees agree to uphold the rules and regulations of the Company in respect to punctual and steady attendance, notification in case of absence, conduct on the job, and all other bona fide rules and regulations established by the Company.

9.02 The employees agree to cooperate with the Company in maintaining and improving safe working conditions and good housekeeping of the working area and caring for vehicles, equipment and machinery.

9.03 Authority of Steward

The authority of the Steward designated by the Union shall be limited to and shall not exceed the following duties and activities.

1. Investigation and presentation of grievances in accordance with the provisions of the Agreement during his/her working hours, upon appointment with his/her supervisor or the Company's representative.
2. The transmission of such messages and information which shall originate with and are authorized by the Union Representative, provided such messages and information have been put in writing or, if not in writing, are of a routine nature and do not involve work stoppage, slowdowns, or any other interference with the Company's business.

9.04 *When an employee's work performance, conduct and behaviour is such that it may lead to discipline or termination and is the subject of discussion between the employee and the Company, the Company will advise the employee of his/her right to have a Union Steward, Business Agent or bargaining unit employee of his/her choice present prior to the meeting. In the event the employee wishes to proceed with the meeting without the presence of a Union Steward, Business Agent or other bargaining unit employee of his/her choice, the Company will confirm the employee's waiver of his/her right to have a witness present in a written statement signed by the employee.*

9.05 The Union Bargaining Committee may contain up to three (3) bargaining unit employees. Participation in bargaining activities by them will be treated by the Company as time worked. The Union will forthwith

reimburse the Company for all wages and benefits paid for these periods of time.

9.06 The Company agrees to have quarterly Joint Labour/Management Committee meetings. The Committee will consist of three (3) members from the bargaining unit and three (3) members from the Company.

9.07 The Company agrees to notify and discuss with the Union any new position and/or classification within the bargaining unit.

Article 10 - Dismissal

10.01 Employees regularly working full or part-time and upon dismissal by the Employer, shall be given individual notice, in writing, or pay in lieu thereof, in accordance with the Employment Standards Code.

10.02 It shall be deemed just cause for dismissal if any employee is guilty of insubordination, dishonesty, drunkenness, disloyalty, unauthorized use of Company vehicles or property, unauthorized absence, consuming intoxicants or being impaired by intoxicants at any time during working hours. This shall not limit what other matters may also be just cause.

Article 11 - Leave Of Absence

11.01 The Company agrees to allow time off work without pay for two (2) delegates elected to attend Union Conventions for a period of not more than five (5)

working days a year for each delegate. Requests for more than one (1) delegate shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks' notice in regard to such request to attend conventions.

- 11.02 The Company agrees to grant time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or a longer period as may be mutually agreeable, to serve in any capacity of official Union business. Any employee who has been granted leave of absence to serve the Union in an official capacity shall neither lose nor gain seniority upon his/her returning to work.
- 11.03 Any employee's request for personal leave of absence must be in writing to his/her immediate superior where such application will be given full consideration.
- 11.04 The Company **shall** reply in writing within **two (2)** weeks, to all written requests for leave of absence with one (1) copy to the employee concerned and (1) copy to the Union office.

Article 12 - Maternity/**Parental/Adoption Leave**

- 12.01 An employee shall be granted a leave of absence without pay for pregnancy in accordance with the Employment Standards Code of Alberta. The employee will be required to give the Company at least **two (2)** weeks' notice of her desire to return to work following such leave.

An employee shall be granted a leave of absence for maternity, paternity and/or adoption in accordance with the Employment Standards Code of Alberta or other applicable legislation pertaining to such leaves of absence.

12.02 Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence up to two (2) days at the time of the birth of his child.

Article 13 - Jury Duty, Jury Selection And Witness Duty

- 13.01 (a) Employees summoned to jury duty and jury selection, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (1/2) day or more), or if the jury duty occurs on the employee's scheduled day Off.
- (b) The employee shall notify the Company of his/her court commitment prior to the preparation of the schedule for the week involved.

13.02 Court Witness

Any employee who is called as a witness in court for a case concerning the Company shall be paid for all time

lost if called to testify during his/her working hours. If witness fees are paid, the employee shall refund them to the Company.

Article 14 - Bereavement Pay

14.01 Full-time employees shall be granted time off from work with pay to a maximum of five (5) consecutive scheduled work days, in the event of a death in the immediate family. The term "immediate family" shall mean spouse, parent, child, brother or sister. In the case of the death of a mother-in-law or father-in-law, a full-time employee shall be granted to a maximum of three (3) consecutive days off work with pay.

14.02 In addition to the above, the Company agrees to grant full-time employees the necessary time off from work, with pay, of one (1) full day at the time of the death of the full-time employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

In addition to the above, the Company agrees to grant full-time employees the necessary time off from work, with pay, of two (2) days at the time of the death of the employee's grandparent.

14.03 When a death occurs in a part-time employee's family (as defined below) and if the funeral is held on a day when the part-time employee is scheduled to work, the employee shall be granted the day off to attend the funeral and, if the employee has completed his/her probationary period, he/she will be paid at his/her regular hourly rate for the number of hours he/she was scheduled for the day, providing he/she attends the

funeral. The term family shall mean any relation or in-law referred to in Article 14.01 and 14.02.

Part-time employees who work thirty-two (32) hours or more per week on a continuous basis shall be entitled to up to three (3) schedule days in order to attend the funeral of a spouse, child, brother, sister, or parent.

Article 15 - No Strike, No Lockout

15.01 It is mutually agreed that there shall be no strikes, lockouts, stoppage of work or slowdowns during the life of this Agreement.

Article 16 - Vacancies

16.01 The Company will post all permanent bargaining unit vacancies and bargaining unit promotional opportunities for a period of **fourteen (14)** days. The Union will be provided with copies of such postings, and will be advised of the successful applicant(s). Employees who desire advancement to a higher position may advise the Company in writing of the position to which they aspire giving their skills and qualifications. The employee may send a copy to the Union.

16.02 The Company agrees to give one (1) week notice prior to changing an employee's status from a full-time to a part-time basis.

16.03 In filling full-time vacancies, the Company shall continue its practice of giving priority consideration to existing part-time employees who desire full-time employment.

Article 17 - Adjustment Of Grievances

- 17.01 Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by the Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance. Any employee having a grievance shall first discuss the matter with their Manager before filing a formal grievance.
- 17.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within seven (7) calendar days following the event giving rise to such grievance, or within seven (7) calendar days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.
- 17.03 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party.
- 17.04 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step One

By a discussion between the employee and the Union Steward and the employee's immediate superior and/or Operations Manager. This discussion may take place within seven (7) calendar days of the filing of the grievance. The Company shall give its response in writing within seven (7) calendar days of the discussion. If a satisfactory settlement can not be reached within five (5) days; then

Step Two

The Union representative(s) may take the matter up with the Company's official designated by the Company to handle labour relations matters. This discussion may take place within seven (7) calendar days of the answer at Step One. The Company shall give its response in writing within seven (7) calendar days of the discussion. If a satisfactory settlement can not be reached, the matter may then be referred to arbitration as hereinafter provided.

17.05 Verbal Agreement with the Company

No employee shall be asked to make any written or verbal agreement with the Company covering hours of work, wages, or working conditions during the life of this Agreement contrary to the terms of the Agreement set herein.

Article 18 - Arbitration

18.01 If the Union and the Company representatives can not reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. Notice of arbitration must be given within twenty-one (21) days of the Company's written response following the discussions at Step Two or the grievance shall be deemed abandoned.

The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not

defend or involve an issue or contention by either party which is contrary to any provision to this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provision of this Article. Time limits may be extended by mutual agreement of the parties.

The expense of the arbitrator shall be borne equally by the parties to the arbitration.

Article 19 - Health And Welfare (Full-Time Employees)

- 19.01 The Company will provide booklets to all employees within one (1) month following the date of ratification outlining the employee's benefits.
- 19.02 The Company will reimburse employees to a maximum of ten (\$10.00) dollars when an employee is required to present a Medical Certificate.
- 19.03 The Company will put into effect a vision-care plan for full-time employees only and will reimburse the employee to a maximum of one hundred twenty-five

(\$125.00) dollars every twenty-four **(24)** consecutive months upon presentation of proof of purchase of prescription lenses.

19.04 Part-time employees promoted to full-time will receive a draw of two (2) sick days. Thereafter they will continue to accrue per contract.

Article 20 - Wearing Apparel – Personal Appearance

20.01 (a) Employees will present themselves for work with a neat and clean appearance and in accordance with the Company's dress code and conduct themselves in a manner appropriate to a service organization.

(b) The Company may provide uniforms for employees.

(c) All employees are required to wear uniforms in accordance with Company standards while at work and shall be provided with an adequate supply of such uniforms, or parts of uniforms.

(d) Special clothing, such as raincoats, toques, ear-bands, and parkas, are to be supplied by the Company when they consider it appropriate. These articles will then be maintained by the Company.

20.02 For those employees who are given uniforms requiring dry-cleaning, the Company will pay the cost of dry cleaning it at a designated dry cleaners. The employees will be expected to report for work in uniform with the uniform properly cleaned.

20.03 This allowance will be paid annually on the employee's first and subsequent anniversary dates, upon presentation of proof of purchase.

Shoe Allowance

- (a) ***Rental Sales Agents and Rovers will receive a safety shoe allowance for winter boots of forty (\$40.00) dollars per year.***
- (b) Service and utility agents will receive a safety shoe allowance of seventy (\$70.00) dollars per year.
- (c) Part-time employees (including airport shuttlers) will receive forty (\$40.00) dollars per year for safety shoes.
- (d) Proof of purchase required.
- (e) All safety shoes must ***be CSA rated.***

Article 21 - Miscellaneous

21.01 When an employee volunteers to drive cars outside the Calgary City limits for a distance exceeding fifty (50) kilometers, the Company's policy for shuttling cars will be maintained. While the employee **is so** occupied, he/she will not be subject to the terms and conditions of this Agreement.

21.02 Insurance deductible on accidents not caused by employees will be paid by the Company.

21.03 An employee in a lower rated position who is required to work in a higher rated position for less than four **(4)** hours will receive the beginning rate for the higher position. If required to work for more than four (4) hours, they will receive said higher rate for their entire shift.

Exp. A. Shuttler who works as a R.S.A. for two **(2)** hours will receive the beginning rate for R.S.A. (\$9.00) for each hour worked.

Exp. B. Shuttler who works for five (5) hours as a Service Agent will receive the beginning rate for a Service Agent (\$8.50) for their entire shift.

21.04 Particular situations regarding temporary employees:

The Company can hire temporary employees to replace employees temporarily absent, to occupy a vacant position as a temporary measure or to satisfy the necessities of rush hours. The hiring of such employees is made according to the following criteria:

1. The hiring of such employees must not be done unless all regular and available employees are working and must not have **as** an objective, the reduction of the normal work-week for regular employees or to reduce available overtime for all full-time and part-time employees.
2. (a) A temporary employee does not become a member of the Union, but should he/she work forty (40) hours in one (1) calendar month, he/she has to pay the equivalent of the Union dues and the Company has to make necessary deductions in pay.

- (b) In the two (2) weeks following the end of a calendar month, the Company shall send the Union a list of all temporary employees who worked during the previous month giving their name, the number of hours worked and the cumulative total hours.

21.05 The Company may classify a new employee based on the employee's proven experience in similar operations. Consideration of such experience shall not be applicable for any other reason with respect to other provisions of this Agreement.

Article 22 – Sick/*Personal* Leave

22.01 Pay for *personal* leave is for the sole and only purpose of protecting employees against **loss** of income when they are legitimately *ill or requiring time off for personal reasons such as, but not limited to, elder or childcare, medical appointments, family events or unexpected crises. Personal leave taken for reasons other than illness can be scheduled a maximum thirty (30) days in advance and no more than two (2) consecutive days can be used at a time. Scheduled use of personal days for reasons other than illness must be mutually agreeable to the Company. Personal days cannot be used December 24th, 25th or 26th.*

22.02 All full-time employees governed by this Agreement who have been in the employ of the Company for one (1) continuous year or more as of January 1st of each year shall be entitled to a maximum of ten (10) paid *personal* days per year, earned at the rate of one (1) paid

personal day per month for each month during which they are not absent due to illness ***or personal reason.***

Employees with one (1) year or more of continuous full-time seniority will receive five (5) ***personal*** days as of January 1st each year. Thereafter they will accumulate additional ***personal*** days on the basis of one (1) ***personal*** day per month for each month during which they are not absent due to illness ***or personal reason.***

All part-time employees governed by this Agreement who have completed two thousand eighty (2080) or more hours as of January 1st of each year shall be entitled to one (1) paid personal day per year.

Any employee who quits or is terminated prior to having earned the above five (5) days will have his/her final pay adjusted accordingly.

22.03 Full-time employees with less than twelve (12) months' employment shall earn, beginning with the fourth (4th) month of employment, one (1) paid ***personal*** day per month during the first (1st) calendar year of employment for each month during which they are not absent due to illness ***or personal reasons.***

The Company will pay unused ***personal*** days provided the employee works the entire calendar year (prorated for less than a full calendar year), the employee must work through December 31st of the calendar year and be employed through January 31st of the following year to be eligible for pay for unused ***personal*** days.

Article 23 - Seniority

- 23.01 Seniority shall be defined as length of continuous employment with the Company in the bargaining unit. Seniority shall be effective only after completion of the probationary period, although it shall then be completed from the date employment started.
- 23.02 The Company agrees to post an employee seniority list for two (2) weeks after the date of notification for the purposes of employees verifying their employment date. If there are no challenges to an employee's seniority date by the end of the two (2) week period, then the employee's seniority date will stand.
- 23.03 Seniority shall be the governing factor in layoffs and involuntary reduction of full-time to part-time unless the junior employee is superior in terms of merit, fitness, ability and reliability. Layoffs shall take place by job classification. Recall from layoff will be in the reverse order of layoff.
- 23.04 Seniority shall be considered broken if an employee:
- (a) is duly discharged by the Company;
 - (b) if he voluntarily quits or resigns;
 - (c) if he/she has been laid off continuously for a period of more than six (6) months;
 - (d) if he/she is called back to work after a layoff and does not return within a week of such, notification by the Company by registered mail to the last known address of the employee;

(e) if he/she fails to return to work on the completion of an authorized leave of absence unless such failure is due to provable sickness or reason satisfactory to the Company.

23.05 The Company agrees to provide the Union with a current seniority list of employees every six (6) months. It must be challenged within two (2) weeks or it will stand.

23.06 If an employee becomes part of the Management or Administration of Aviscar Inc. and then wishes to revert back to the bargaining unit within ninety (90) calendar days of the employee's appointment to Management or Administration, said employee shall be returned to the bargaining unit with no **loss** of seniority or fringe benefits.

23.07 When a part-time employee is promoted to full-time status in any classification, he/she will be credited the following seniority credit. The Employer will calculate all part-time hours worked by said employee and divide the total of hours worked by fifty two (52) weeks.

This shall be the part-time employee seniority date as a full-time employee.

Article 24 - Job Description

24.01 (a) Rental Sales Agents

Responsible for the process of renting and returning vehicles, the performance of related sales, control and clerical activities and communication associated with same.

(b) Lead Rental Sales Agents

Performs all the functions of a Rental Sales Agent and in addition acts in a leadership position vis-a-vis other Rental Sales Agents.

(c) Service Agents

Responsible for the preparation, inspection and fleet check of vehicles, the local movement of vehicles when required and other related functions including assistance to customers.

(d) Lead Service Agents

Performs all the functions of a Service Agent and, in addition, acts in a leadership position vis-a-vis other Service Agents.

(e) Shuttler

Responsible for the refueling and the local movement of vehicles and related functions, including assistance to renters.

(f) Utility Agents

Responsible for light body repair of out of service vehicles, PDI, glass repairs, non-warranty mechanical work, oil changes, coordination, repair and return of Turnback and related functions including assistance to customers.

(g) Lead Shuttler

Performs all the functions of a Shuttler and in addition, acts in a leadership position vis-a-vis other Shuttlers.

Article 25 - Orientation

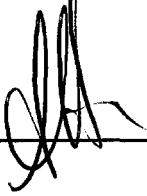
25.01 *The Company will hand out information pertaining to the Local Union to all new hire employees during their orientation. The Union shall be responsible for supplying the Company with all such information. Any information handed out will be by mutual agreement.*

Article 26 - Duration Of Agreement

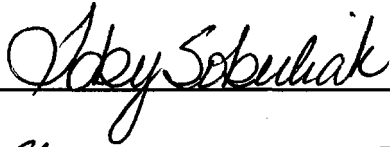
26.01 This Agreement shall be effective until *May 31st, 2007*, and shall remain in force, thereafter, from year to year, but either party may, not more than one hundred and twenty (120) days nor less than sixty (60) days before expiry date or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.


IN WITNESS WHEREOF the Employer and the Union have caused these presents to be executed by their duly authorized representatives on the date given to take effect this ____ day of _____, **2005**.

For The Company
Aviscar Inc.



For The Union
United Food And Commercial
Workers, Local 401





Bargaining Committee:

***Deanna Peach
Marty Van Stockum
Toby Sobuliak
Al Olinek***

This Agreement was ratified on February 28th, 2005.

Schedule "A"

Wages

- (a) Rental Sales Agents, *on the payroll as of ratification*, with less than three (3) years of service as of *June 1st, 2004*, and new hires, will receive the following minimum rates of pay:

Start	\$10.00	
12 Months	\$10.50	(2080 hours)
24 Months	\$10.80	(4760 hours)
36 Months	\$11.10	(6240 hours)

After the employee completes the above progression, the employee will be eligible for his or her next increase on the next effective contract anniversary date:

36 months plus:

Effective <i>June 1st, 2004</i>	4%
Effective <i>June 1st, 2005</i>	3%
Effective <i>June 1st, 2006</i>	3%

- (b) Service Agents *on the payroll as of ratification* with less than three (3) years of service as of *June 1st, 2004*, and new hires, will receive the following minimum rates of pay:

Start	\$9.00	
3 Months	\$9.25	(520 hours)
12 Months	\$10.00	(2080 hours)
24 Months	\$10.25	(4160 hours)
36 Months	\$10.50	(6240 hours)

After the employee completes the above progression, the employee will be eligible for his or her next increase on the next effective contract anniversary date;

36 months plus:

Effective <i>June 1st, 2004</i>	4%
Effective <i>June 1st, 2005</i>	3%
Effective <i>June 1st, 2006</i>	3%

- (c) *Mechanics on the payroll as of ratification with less than three (3) years of service as of June 1st, 2004, and new hires, will receive the following minimum rates of pay:*

Start	\$16.00	
12 months	\$17.00	(2080 hours)
24 months	\$18.00	(4160 hours)
36 months	\$19.00	(6240 hours)

After the employee completes the above progression, the employee will be eligible for his or her next increase on the next effective contract anniversary date:

36 months plus:

Effective <i>June 1st, 2004</i>	4%
Effective <i>June 1st, 2005</i>	3%
Effective <i>June 1st, 2006</i>	3%

- (d) *Utility Agents on the payroll as of ratification with less than three (3) years of service as of June 1st, 2004, and new hires, will receive the following minimum rates of pay.*

Start	\$10.75	
3 months	\$11.00	(520 hours)
12 months	\$11.50	(2080 hours)
24 months	\$12.00	(4760 hours)
36 months	\$12.50	(6240 hours)

After the employee completes the above progression, the employee will be eligible for his or her next increase on the next effective contract anniversary date;

36 months plus:

Effective June 1 st , 2004	4%
Effective June 1 st , 2005	3%
Effective June 1 st , 2006	3%

- (e) *Shuttlers on the payroll as of ratification with less than three (3) years of service as of June 1st, 2004, and new hires, will receive the following minimum rates of pay:*

Start	\$7.30	(Hours Worked)
3 months	\$7.55	(520 hours)
12 months	\$7.80	(2080 hours)
24 months	\$8.05	(4160 hours)
36 months	\$8.30	(6240 hours)

After the employee completes the above progression, the employee will be eligible for his or her next increase on the next effective contract anniversary date:

36 months plus:

Effective June 1 st , 2004	4%
Effective June 1 st , 2005	3%
Effective June 1 st , 2006	3%

- (f) A shift differential of fifty (\$0.50) cents per hour will be paid for any hours worked between midnight and 6:00 a.m., providing half the shift or more is scheduled or worked after midnight.

- (g) Lead employees will receive a Lead premium of \$1.25 for each hour so designated.

Retroactivity

Retroactivity shall be paid to all employees ***on the payroll as of ratification*** for all hours paid from ***June 1st, 2004***, to date should both parties ratify this Agreement.

Letters Of Understanding

#1 Bank Deposits

Due to the unusual nature of depositing "bank deposits", no employee who expresses a reluctance to make the deposits will be forced to do so.

#2 Medical Assessments

The Company has the right to require a medical assessment of an employee at an approved medical facility at Company cost in order to evaluate work-related injuries or illnesses.


#3 Parking

Any employee not supplied parking while working downtown will be paid the following:

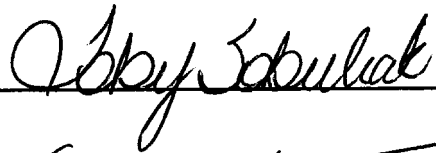
Full-time Employees: \$38.00 per Month

Part-time Employees: \$19.00 per Month

For The Company:
Aviscar, Inc.



For The Union:
United Food And Commercial
Workers, Local 401



Bargaining Committee:

***Deanna Peach
Marty Van Stockum
Toby Sobuliak
Al Olinek***

This Agreement was ratified on February 28th, 2005.