

2/02/08

COLLECTIVE AGREEMENT

BETWEEN

UFCW LOCAL 401

AND

AVISCAR INC.



Renewal: May 31st, 2010

13499(02)

Article	Description	Page Number
1	Bargaining Agency	3
2	Union Security	4
3	Hours of Work	5
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	Health and Safety	15
11	Dismissal	16
12	Leave of Absence	16
13	Maternity/Parental/Adoption Leave	17
14	Jury Duty, Jury Selection and Witness Duty	18
15	Bereavement Pay	19
16	No Strike, No Lockout	20
17	Vacancies	20
18	Adjustment of Grievances	22
19	Arbitration	24
20	Health and Welfare (Full-Time Employees)	25
21	Wearing Apparel – Personal Appearance	25
22	Miscellaneous	26
23	Sick/Personal Leave	28
24	Seniority	29
25	Job Description	31
26	Orientation	33
27	Duration of Agreement	33
	Schedule "A"	35
	Letter of Understanding#1 – Bank Deposits	38
	Letter of Understanding#2 – Medical Assessments	38
	Letter of Understanding#3 – Parking	38
	Letter of Understanding#4 – Extended Leaves for Shuttlers	38

THIS COLLECTIVE AGREEMENT made this _____day of _____, **2007**.

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
CANADA, LOCAL 401
(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.

Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.

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.

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 a regular working day, shall be paid his/her regular hourly rate for all travelling time.
- 4.03 *The Company agrees to provide advance notice to the Union prior to adding or discontinuing any incentive program for bargaining unit employees.***

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 **Federal, Provincial or Civic** 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/she 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. ***The Company will have the completed schedule finalized and posted by October 1st of each year for Thanksgiving Day and by December 1st each year for Christmas Day, Boxing Day and New Years Day.*** 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 ***in reverse order of seniority by fair rotation***, 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 **January 15th** 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 15th**.

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 15th** 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 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 *The Company recognizes that the Union will elect and/or appoint Shop Stewards as needed. Election of all Stewards may be carried out on Company premises upon securing agreement with the Company. All Shop Stewards will be trained by the Union and carry out duties as instructed by their Union Representative.*

The Shop Steward will get prior permission before performing their duties on Company time. No Shop Steward will be unreasonably denied time to investigate matters or perform their duties.

9.04 When an employee's work performance, conduct and behavior 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 *allow either a Union Steward or Union Business Agent, if readily available, and if not, a 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.

When the Company is going to terminate an employee they will provide reasonable notice to the Union as to where and when it will take place.

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 *Joint Labour Management Committee*

The Company and the Union agree to establish a Joint Labour-Management Committee that shall meet at a convenient time within thirty (30) days of the request of either party. Items to be discussed shall be those arising from the operations out of either the Collective Agreement or the operation of the facilities covered by the Collective Agreement.

The Joint Labour-Management Committee shall be comprised of three (3) members from the bargaining unit as chosen by the Union, three (3) members from the Company and one (7) full-time representative of the Union.

An agenda will be developed and distributed to both parties three (3) days in advance outlining items to be discussed. The foregoing will not preclude either party from raising issues omitted on the agenda. Meeting minutes and remedies as a result of the meeting will be posted for review by the employees in all locations. A copy shall also be forwarded to the Union.

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

9.08 *The Union will provide a lockable bulletin board which will be installed by the Employer in each location. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.*

Article 10 - Health and Safety

10.01 *A safe work environment is the responsibility of the Company and its employees. The Company will do everything within its control to assure a safe working environment. Employees shall obey safety rules, exercise caution in work procedures, and immediately report any work related accidents*

and/or unsafe conditions to their immediate supervisor.

The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of Health and Safety.

Article 11 - Dismissal

1 1.01 Employees regularly working full-time 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.

11.02 It shall be deemed just cause for dismissal if any employee is guilty of *gross* insubordination, dishonesty, drunkenness *at work*, 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.

After eighteen (78) months, all forms of disciplines or reprimands will not be used with the exception of violence, harassment and discrimination.

Article 12 - Leave Of Absence

12.01 The Company agrees to allow time off work without pay for delegates elected to attend *seminars*, Union conventions, *Union business and to attend negotiations*. The Union will give the Company two (2)

weeks *written* notice. **No request will be unreasonably withheld.**

Time spent on Union business by employees, where the Company is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

12.02 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.

No leave will be unreasonably denied.

12.03 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 13 - Maternity/Parental/Adoption Leave

13.01 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, ***parental*** and/or adoption in accordance with the Employment Standards Code of Alberta or other applicable legislation pertaining to such leaves of absence.

13.02 ***In addition to Article 13.01***, 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 14 - Jury Duty, Jury Selection And Witness Duty

- 14.01 (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.

14.02 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 15 - Bereavement Pay

15.01 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, **same sex partners and step relatives**. 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. **Consideration will be given for travel and for employees that are designated to make appropriate arrangements before and after the funeral without pay.**

15.02 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.

15.03 When a death occurs in a part-time employee's family (as defined below) and if the funeral is held when the part-time employee is scheduled to work, the employee shall be granted **two (2) consecutive days** 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 days. The term family shall mean any relation or in-law referred to in Article 15.01 and 15.02.

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 16 - No Strike, No Lockout

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

Article 17 - Vacancies

17.01 Job Postings/Vacancies

Within four (4) weeks after date of ratification (November 30th, 2007), the Company will post all job positions. The Company will then, in order of seniority, canvas the employees for their preference in the available job positions in their respective classifications. After this time should one of these positions become open or the Company creates a new job position, that position will be the position that is posted and filled as stipulated below.

When job vacancies occur and the Company requires replacements and when the Company creates new job classifications covered by the Collective Bargaining Agreement, they shall be posted on the bulletin board for a period of seven (7) calendar days, during which time applications must be made by the employees interested in these

positions. Each subsequent vacancy which originates following the seven (7) calendar days will be posted for seven (7) calendar days also. The posting will specify the classification, primary job function, hours of work, full-time, days of work and requirements for the classification. The Company will retain on file for a period of sixty (60) days a copy of all job postings.

Should merit and ability be relatively equal, seniority will be the governing factor in awarding the job posting. Employees who are chosen to fill a position will have up to thirty (30) calendar days to train and demonstrate that they can successfully perform the job functions required in their new position. If either the employee or the Company determines that the employee can not successfully perform the job functions, they will be returned to their previous position and the next person on the posting list will be given an opportunity to qualify for the position.

In the event of an employee being away for more than seven (7) consecutive days but no more than fourteen (14) consecutive days, will be afforded the opportunity within two (2) days of their return to apply for the position. As an exception to the above, any employee that will be away for a longer period of time may give a written request for a specific position should it become available in their absence.

Any shift which is changed by more than two (2) hours from the original job posting will be re-posted

as per the job posting procedure above. Any shift that is changed by two (2) hours or less from the original job posting will be considered to be a shift change and the Company will not be required to repost the position.

All job postings will be filled without unreasonable delay.

- 17.02 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.

Article 18 - Adjustment Of Grievances

- 18.01 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.

- 18.02 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within ***fourteen (74)*** calendar days following the event giving rise to such grievance, or within ***fourteen (74)*** calendar days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

- 18.03 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party.

18.04 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.

18.05 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 19 - Arbitration

19.01 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 **thirty (30)** 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 20 - Health And Welfare (Full-Time Employees)

- 20.01 The Company will provide booklets to all employees within one (1) month following the date of ratification (**November 30th, 2007**) outlining the employee's benefits.
- 20.02 The Company will reimburse employees **for the total cost of a Medical Certificate with receipt** when an employee is required to present a Medical Certificate.
- 20.03 The Company will put into effect a vision care plan for full-time employees only and will reimburse the employee to a maximum of **two hundred twenty-five (\$225.00) dollars** every twenty-four (24) consecutive months upon presentation of proof of purchase of prescription lenses.
- 20.04 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 21 - Wearing Apparel – Personal Appearance

- 21.01 (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, earbands, and parkas, are to be supplied by the Company when they consider it appropriate. These articles will then be maintained by the Company.

21.02 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.

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

Footwear Allowance

- (a) **All** Rental Sales Agents, Rovers **and Shuttlers** will receive **an** allowance for **shoes or** boots of **fifty (\$50.00) dollars** per year.
- (b) **All** Service agents, **Mechanics and** Utility Agents will receive a safety shoe **or boot** allowance of **eighty (\$80.00) dollars** per year. **This footwear must be CSA rated.**

Article 22 - Miscellaneous

22.01 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.

Employees interested in out of town trips or additional work shall provide their availability (days and hours) on a weekly basis. Shifts and out of town trips will be awarded on the basis of seniority and fair rotation first within the Shuttler classification then to the rest of the bargaining unit.

- 22.02** Insurance deductible on accidents not caused by employees will be paid by the Company.
- 22.03** *When an employee in a lower rated position is required to work in a higher rated position for more than two (2) hours on any given day, they will receive the comparable hourly rate of pay in the higher position for all time worked beyond the two (2) hours.*
- 22.04** 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.
- 22.05** *The Company will allow any employee access to review their personal file upon reasonable notice.*
- 22.06** *In the event the employee should be subject to an authorized work related expense while performing their duties, they will be fully reimbursed within three (3) days once they have completed and submitted the expense report with receipts.*

Article 23 – Sick/Personal Leave

- 23.01 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.
- 23.02 Full-time employees who have been in the employ of the Company for **less than** one (1) continuous year **shall earn, beginning with the fourth (4th) month of employment**, one (1) paid personal day per month **during the first calendar year of employment** for each month during which they are not absent due to illness or personal reasons.
- 23.03 **Full-time employees who have been in the employ of the Company for one (1) continuous year or more as of January 1st each year shall receive an advance of five (5) personal days as of January 1st each year and shall earn one (1) paid personal day per month during which they are not absent due to illness or personal reasons up to a maximum of ten (70) paid personal days per year.**
- 23.04 All part-time employees 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.

- 23.05 The Company will pay unused personal days provided the employee works the entire calendar year (pro-rated 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.
- 23.06 Any employee who quits or **is** terminated prior to having earned the **advanced** five (5) days **specified in Article 23.03 above** will have his/her final pay adjusted accordingly.

Article 24 - Seniority

- 24.01 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.
- 24.02 The Company agrees to post **and maintain an accurate** employee seniority list **weekly. Any discrepancies in the seniority list will be reviewed and adjusted, if needed, upon notification from either an employee or the Union.**
- 24.03 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.

- 24.04 Seniority shall be considered broken if an employee:
- (a) Is duly discharged by the Company;
 - (b) If he/she 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.
- 24.05 The Company agrees to provide the Union with a current seniority list of employees ***twice (2X) yearly unless otherwise requested by the Union Representative.***
- 24.06 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.
- 24.07 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 25 - Job Description

25.01 (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, ***fueling of vehicles, fleeting***, the local movement of vehicles when required, ***customer assistance*** and other related functions.

(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 local movement of vehicles and related functions, including assistance to **customers, fueling of vehicles, fleet and inventory.**

(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 **customer assistance** and related functions.

(g) Lead Shuttler

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

(h) Rover

Responsible for checking in and inspections of returned vehicles', customer service in relation to returned vehicles, documentation and processing of returned vehicles, keep lot clean, turnaround cars, customer assistance (luggage, baby seats, maps, etc.) and vehicle inspections.

Article 26 – Orientation


26.01 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 27 - Duration Of Agreement

27.01 This Agreement shall be effective until **May 31st, 2010**, and shall remain in force, thereafter, from year to year, but either party may, not more than one hundred 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 30 day of November, **2007**.

For The Company:
Aviscar Inc.

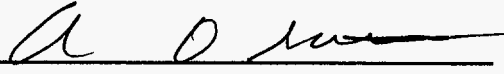





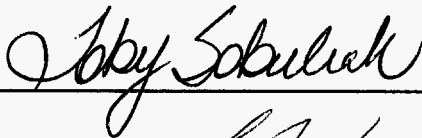
Company Committee:


**Sandra Hambrook
Ned Linnen**

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









Bargaining Committee:

**Ken Russell
Ann Wink
Toby Sobuliak
Al Olinek**

This Agreement was ratified on **November 30th, 2007.**

Schedule "A"

Wages

- (a) Rental Sales Agents, **Service Agents and Rovers** on the payroll as of ratification (**November 30th, 2007**) with less than **one (7) year** of service as of **June 1st, 2007**, and new hires, will receive the following minimum rates of pay:

Start	\$13.00	
3 Months	\$13.25	(520 hours)
12 Months	\$13.75	(2080 hours)

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

Effective June 1st, 2007:	17%
Effective June 1st, 2008:	3%
Effective June 1st, 2009:	3%

- (b) Shuttlers on the payroll as of ratification (**November 30th, 2007**) with less than **one (1) year** of service as of **June 1st, 2007**, and new hires, will receive the following minimum rates of pay:

Start	\$10.00	
3 months	\$10.25	(520 hours)
12 months	\$10.75	(2080 hours)

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

Effective **June 1st, 2007:** **17%**
 Effective **June 1st, 2008:** **3%**
 Effective **June 1st, 2009:** **3%**

- (c) Mechanics on the payroll as of ratification (**November 30th, 2007**) with less than **one (1) year** of service as of **June 1st, 2007**, and new hires, will receive the following minimum rates of pay:

Start	\$18.00	
12 months	\$19.00	(2080 hours)

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

Effective **June 1st, 2007:** **17%**
 Effective **June 1st, 2008:** **3%**
 Effective **June 1st, 2009:** **3%**

- (d) Utility Agents on the payroll as of ratification (**November 30th, 2007**) with less than **one (7) year** of service as of **June 1st, 2007**, and new hires, will receive the following minimum rates of pay.

Start	\$14.50	
3 months	\$14.75	(520 hours)
12 months	\$15.00	(2080 hours)

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

Effective June 1st, 2007:	17%
Effective June 1st, 2008:	3%
Effective June 1st, 2009:	3%

- (e) 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.
- (f) Lead employees will receive a Lead premium of **one dollar seventy-five (\$7.75) cents** for each hour so designated.

Progressions

A// rates of pay include retroactivity from May 31st, 2007, to date of ratification (November 30th, 2007). This to be paid on a separate cheque.

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

#4 Extended Leaves for Shuttlers

Due to the nature of the business and keeping in mind the requirement of the Company to retain employees, the following agreement is intended to apply to Shuttlers. This language is intended to alleviate the ongoing problem of fairness for extended leaves of absences for Shuttlers.


Any employee contemplating a leave of absence to exceed thirty (30) calendar days in duration up to six (6) months shall apply in writing at least sixty (60) days in advance of the requested leave date. The Company will


respond within fifteen (75) days in writing if the leave is approved or denied with a copy of same going to the Union. Leaves will be approved based on seniority and operational needs.

If the leave is approved, the employee will maintain their seniority upon return, for all purposes of the Collective Agreement.

No Leave will be unreasonably denied.

For The Company:
Aviscar Inc.




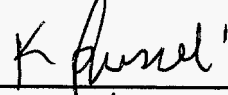


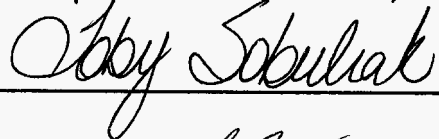
Company Committee:


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Workers Canada, Local 401









Bargaining Committee:

Ken Russell
Ann Wink
Toby Sobuliak
Al Olinek

This Agreement was ratified on *November 30th, 2007.*