

# COLLECTIVE AGREEMENT

BETWEEN

United Food and Commercial Workers Canada  
Union, Local No. 401

AND

Aviscar Inc.

Renewal: May 31<sup>st</sup>, **2019**

13499 (05)

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THIS COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_,  
**2017.**

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 UNION, LOCAL No. 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 59-2010 dated March 8<sup>th</sup>, 2010.

## 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. The Company agrees to list total annual dues deductions made for an employee, on that employee's T4.
- 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) All the time worked in excess of the basic work week or work day, as defined in Article 3.01(a) of this Agreement, shall be paid at the rate of time and one half (1 1/2 X) the regular hourly rate.

Compensating time off shall not be given in lieu of overtime pay.

- (c) Should the Company **reschedule** 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 General Shift Bidding**

***The Company may conduct a general shift bid, by classification, setting forth the hours of work and days off of each shift. The Company will inform employees and post the new shifts at least two (2) weeks in advance of a pending general shift bid. Shifts shall be bid, on a seniority basis, only by employees in the affected classification at the affected location. There will be no more than four (4) general shift bids per year.***

***The Company will canvas after two (2) weeks of the changes being posted all employees in the classification at the location affected, by seniority, to***

***determine the employee's shift preference. In the event the employee fails to state their shift preference at this time, the employee will be deemed to have forfeited their preference and, after consultation with the Shop Steward and or Union Representative, will be assigned any remaining shift at the discretion of the Company.***

***In the event the employee is on vacation at the time of the canvas, and it is known that a shift bid will occur during that employee's vacation, the employee will be required to inform the Employer prior to the start of their vacation of at least five (5) shift choices that are acceptable. Where the employee is not on notice of a shift bid that may occur prior to the employee commencing vacation, the Company will make a reasonable effort to contact the employee prior to the canvas to ascertain the employee's shift choices.***

***The new schedule shall go into effect at the start of the next pay period following the close of the shift bid.***

***3.04 Within the classification, hours will be scheduled subject to seniority and availability.***

***3.05 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.***



**3.06** 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 (3<sup>rd</sup>) and sixth (6<sup>th</sup>) hour of the employee's shift.

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

**3.08** 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).

**3.09** The Company agrees that there will be no split shifts.

**3.10** Any anticipated reductions in work schedules will be scheduled one (1) week in advance and will be done by reverse seniority. In the event of an unanticipated reduction in business that impacts schedules, work hours will be reduced in reverse seniority for relevant shifts and will be communicated to employees. In all cases, volunteers will be requested first.

All employees will have their schedule posted by 2:00 p.m. on Wednesday of each week to cover the following two (2) week period.

Should the Company make any changes to the schedule once it is posted, they will notify the employees affected when the change is made.

Employees will be paid for all time worked.

#### 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. Notwithstanding Article 22, any employee requested to travel out of town during regular working hours shall continue to receive his/her applicable rate of pay for all time so occupied.
- 4.03 The Company agrees to provide advance notice to the Union prior to adding or discontinuing any incentive programs for bargaining unit employees. Should the Company contemplate major changes to existing incentive programs (i.e. addition or deletion of supplementary products); the Company will endeavor to notify the employees affected as soon as possible. It is recognized that some changes may be driven nationally without ample notice to the locations. In such cases employees will be notified as soon as possible.

## 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 1<sup>st</sup> of each year for Thanksgiving Day and by December 1<sup>st</sup> each year for Christmas Day, Boxing Day, and New Year's 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 1<sup>st</sup> shall receive one (1) week's vacation with pay at four (4%) percent of gross earnings up to May 1<sup>st</sup>. Regular full-time with less than six (6) months' service as of May 1<sup>st</sup> shall receive four (4%) percent vacation pay for all time worked up to May 1<sup>st</sup>.

- 7.02 Any regular full-time employee with one (1) year's service as of May 1<sup>st</sup> shall receive two (2) weeks' vacation with pay in an amount equal to four (4%) percent of the employee's gross earnings since May 1<sup>st</sup> of the prior year to April 30<sup>th</sup> of the current year.
- 7.03 Any regular full-time employee with five (5) years' service as of May 1<sup>st</sup> shall receive three (3) weeks' vacation with pay in an amount equal to six (6%) percent of the employee's gross earnings since May 1<sup>st</sup> of the prior year to April 30<sup>th</sup> of the current year.
- 7.04 Any regular full-time employee with ten (10) years' service as of May 1<sup>st</sup> shall receive four (4) weeks' vacation with pay in an amount equal to eight (8%) percent of the employee's gross earnings since May 1<sup>st</sup> of the prior year to April 30<sup>th</sup> of the current year.
- 7.05 (a) When a **General 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 Company 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 15<sup>th</sup> 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 15<sup>th</sup>.

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 15<sup>th</sup> 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 denied.

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.

**7.08 *Part-time employees shall be allowed to book by seniority, vacation time off without pay after full-time employees have completed their vacation picks. Part-time employees may only pick weeks that are open and may not displace any weeks that have been previously picked.***

## 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 Company'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, a Union Steward or Union Representative, if readily available, and if not, a bargaining unit employee of his/her choice, will be present during the meeting unless the employee requests otherwise. The Company will contact the Union Representative within a reasonable period of time prior to the meeting to facilitate attendance unless the gravity of the offense requires immediate attention, in which case the Steward will be contacted. If the employee chooses to waive his/her right to representation, the Company will confirm the waiver in a written statement signed by the employee. The Company will inform the employee that he/she may consult with his/her Steward or Union Representative prior to the meeting.

When the Company is going to terminate an employee, they will provide reasonable notice, but no less than twenty-four (24) hours, to the Union as to where and when it will take place. It is understood that the twenty-four (24) hour notice provision shall not include examples of when probationary employees are found to be unsuitable, or for those employees who are terminated for being AWOL (absent without leave). In such cases a copy of the AWOL letter shall be immediately sent to the Union office.

- 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 (1) 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 Company 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.

10.02 There will be a Joint Work Site Health and Safety Committee. The purpose of this Committee will be the promotion of occupational health and safety in the work place. Employee representatives will be elected from and by the bargaining unit members. The Company will post a notice for employees to put their names forward to be on the Health and Safety Committee in January of each year. Should the Company receive more than one application per location, there will be an election by secret ballot. The election, if needed, will be completed by February 15<sup>th</sup> of each year. Should there be no applications, then the Union may appoint up to three (3) members to form part of the committee but no more than one (1) member per location.

Meetings shall be held every month. Minutes of the meetings shall be taken and posted within one (1) week

of the meeting in all locations where employees can review.

Employees may bring concerns to the Health and Safety Committee to be dealt with at any time. The Joint Health and Safety Committee will act expeditiously to resolve any concerns raised at the meeting.

Employees shall be paid at their applicable rate of pay for all time in attendance at these meetings.

## Article 11 – Dismissal

11.01 Employees regularly working full-time or part-time and upon dismissal by the Company 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, unauthorized use of Company vehicles or property, unauthorized absence **beyond the employee's control**, gross and/or repetitive safety violations, consuming intoxicants or being impaired by intoxicants at any time during working hours, **subject to the duty to accommodate**. The Company will not discharge employee's without just cause and shall conduct appropriate due diligence before an employee is discharged.

After eighteen (18) months, all forms of disciplines or reprimands will not be used with the exception of **disciplines resulting from** violence, harassment, and discrimination.

## Article 12 – Leave of Absence

12.01 The Company agrees to allow time off work without pay for employees selected by the Union for Union business. The Union will give the Company two (2) weeks' written notice. No request will be unreasonably denied.

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 one (1) copy to the Union office.

### 12.04 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

(a) The care, health, or education of a child in the employee's care or,

(b) The care or health of any member of the employee's immediate family.

Family responsibility leave does not carry over from year to year if not used in the employment year.

### 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.

#### 13.03 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted an unpaid leave of absence. The employee must have worked with the Company for a minimum of ninety (90) continuous calendar days prior to the leave. Their seniority will continue to accrue during the leave. Once the active duty period has ended, the employee must report to the Company immediately. Should legislation be enacted on the subject of military leave, the Company will comply as required.

#### **13.04 Compassionate Care Leave**

***An employee who is the primary caregiver is entitled to compassionate care leave to give care and support to a seriously ill family member who is at risk of death. The length of such leave shall be as reasonably necessary for the current situation.***

***The employee shall give at least two (2) weeks' notice if possible of the start of the leave. The employee shall give at least two (2) weeks' notice of the date they expect to return.***

#### **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.

(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, sibling, same sex partner, current step parents, and current step children. In the case of the death of a current mother-in-law, current father-in-law or current step siblings a full-time employee shall be granted to a maximum of five (5) consecutive days off from 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 three (3) 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 four (4) scheduled 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

When a job vacancy occurs in any classification prior to the job posting process, the Company will canvas by seniority all employees within the classification as to their preference of the available shift(s). The job left vacant will be the job that is posted.

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 (or the Company canvasses all employees for the position by seniority), during which time applications must be made

***in writing*** by the employees interested in these positions. Each subsequent vacancy which originates following the seven (7) calendar days (or the Company canvasses all employees for the position by seniority), will be posted for seven (7) calendar days also (or the Company canvasses all employees for the position by seniority). 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 ***cannot*** 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. The Company will forward a copy of all job postings to the Union ***upon posting***.

- 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 (14) calendar days following the event giving rise to such grievance, or within fourteen (14) 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 cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. Notice of arbitration must be given within **sixty (60)** 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 agrees, during the term of this Collective Agreement, to keep in effect, the group benefits and retirement plans that are in force at the signing of this Agreement. Employees will be governed by the rules and regulations of said plans and make the necessary contributions as established by the Company. The Company reserves the right to amend from time to time, the plans in force in order to improve the overall protection of the employees and their dependants. The Company will, as a maximum, have employees pay twenty (20%) percent of the cost for the group benefit plan, for the term of the Collective Agreement.

The Company will provide booklets to all employees **that qualify for benefits** within one (1) month following the date **they qualify**, outlining the employee's benefits.

20.02 The Company will reimburse all employees for the total cost of a Medical Certificate with a 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 fifty (\$250.00) 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 upon completion of their probationary period.
- (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.
- 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, will receive an allowance for shoes or boots of **seventy (\$70.00)** dollars per year.

- (b) All Service Agents, Mechanics, Rovers and Shuttlers and Utility Agents will receive a safety shoe or boot allowance of ninety (\$90.00) 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.

The utilization of the Company truck will not be used to the detriment of the regularly scheduled hours of the Shuttlers.

22.02 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.

22.03 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.

22.04 The Company will allow any employee access to review their personal file upon reasonable notice.

22.05 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 – Employee Rights

23.01 The Company agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

- The right to a safe workplace.
- The right to be free from discrimination, intimidation, retaliation, and harassment.
- The right to be compensated for work performed.
- The right to be informed of all workplace rights, obligations, policies and rules.
- The right to necessary training for the work performed.
- The right to participate in lawful Union activity.

### Article 24 – Sick/Personal Leave

24.01 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 24<sup>th</sup>, 25<sup>th</sup>, or 26<sup>th</sup>.

24.02 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 (4<sup>th</sup>) month of employment, one (1) paid personal day per month during the first calendar year of employment.

24.03 Full-time employees who have been in the employ of the Company for one (1) continuous year or more as of January 1<sup>st</sup> each year shall receive an advance of five (5) personal days as of January 1<sup>st</sup> each year and shall earn one (1) paid personal day per month, up to a maximum of ten (10) paid personal days per year.

24.04 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 (15) 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.

24.05 All part-time employees who have completed two thousand eighty (2080) or more hours as of January 1<sup>st</sup> of each year shall be entitled to one (1) paid personal day per year.

24.06 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 31<sup>st</sup> of the calendar year and be employed through January 31<sup>st</sup> of the following year to be eligible for pay for unused personal days.

24.07 Any employee who quits or is terminated prior to having earned the advanced five (5) days specified in Article 24.03 above will have his/her final pay adjusted accordingly.

## Article 25 – Seniority

25.01 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 **credited** from the date employment started.

- 25.02 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.
- 25.03 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.
- 25.04 Any anticipated reductions in work schedules will be scheduled one (1) week in advance and will be done by reverse seniority. In the event of an unanticipated reduction in business that impacts schedules; work hours will be reduced in reverse seniority for relevant shifts and will be communicated to employees. In all cases volunteers will be requested first.
- 25.05 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.

25.06 The Company agrees to provide the Union with a current seniority list of employees twice (2X) yearly unless otherwise requested by the Union Representative.

25.07 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.

25.08 When a part-time employee is promoted to full-time status in any classification, he/she will be credited the following seniority credit. The Company 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 26 – Job Description

26.01 (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-à-vis other Rental Sales Agents.

(c) Service Agents

Responsible for the preparation, inspection and fleet check of vehicles, fueling of vehicles, fleetling, 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-à-vis other Service Agents.

(e) Shuttler

Responsible for the local movement of vehicles and related functions, including assistance to customers, fueling of vehicles, fleetling, 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-à-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 27 – Orientation

27.01 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.

27.02 The Company agrees to distribute Union provided Collective Agreements to all new employees at point of hiring. In the event of a shortage of Collective Agreements, the Company shall notify the Union that additional Agreements are required.

Article 28 – Duration of Agreement

28.01 This Agreement shall be effective until May 31<sup>st</sup>, **2019**, 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 Company 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 \_\_\_\_\_, **2017**.

For the Company:  
Aviscar Inc.

For the Union:  
United Food and Commercial  
Workers Canada Union, Local  
No. 401

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Company Committee:

Bargaining Committee:

Sandra Hambrook  
Aiko Bunn  
**Maria Collins**  
**Sam Wallis**

Noah Mogesse  
**Satinderjit Singh**  
**Jeff Ible**  
**Al Olinek**

This Agreement was ratified on **November 16<sup>th</sup>, 2016**.

## Appendix "A"

### Wages

- (a) Rental Sales Agents, Service Agents, and Rovers on the payroll as of ratification (**November 16<sup>th</sup>, 2016**) with less than one (1) year of service as of June 1<sup>st</sup>, **2016**, and new hires, will receive the following minimum rates of pay:

Start	\$13.50
3 Months (FT)	\$13.75 (PT: 330 hours)
12 Months (FT)	\$14.35 (PT: 1320 hours)

***In the event that the Alberta minimum wage rate increases during the life of the Collective Agreement, the minimum hiring rate for Rental Sales Agents, Service Agents and Rovers will be increased to the prevailing minimum wage rate plus an additional \$0.50/hour and thereafter will receive the 3 Month and 12 Month rates as set forth above. In the event the prevailing minimum wage rate surpasses the above 3 Month or 12 Month rates plus \$0.50/hour, then employees shall be advanced to the prevailing minimum wage rate plus \$0.50/hour. Thereafter, the employee will receive no further increases.***

***Rental Sales Agents, Service Agents, and Rover on the payroll on ratification with more than one (1) year of service as of June 1<sup>st</sup>, 2016 will receive the following:***

***June 1<sup>st</sup>, 2016: \$0.40/hour increase  
June 1<sup>st</sup>, 2017: \$0.40/hour increase  
June 1<sup>st</sup>, 2018: \$0.40/hour increase***

***In the event the Alberta minimum wage rate increases during the life of the Collective Agreement and meets or surpasses the employee's wage rate during the life of the Collective Agreement, then the employee will be advanced to the prevailing minimum wage rate plus \$0.50/hour. Thereafter, the employee will receive no further increases.***

- (b) Shuttlers on the payroll as of ratification (**November 16<sup>th</sup>, 2016**) with less than one (1) year of service as of June 1<sup>st</sup>, **2016**, and new hires, will receive the following minimum rates of pay:

Start	<b>\$11.20</b>	
3 Months (FT)	<b>\$11.45</b>	(PT: 330 hours)
12 Months (FT)	<b>\$12.05</b>	(PT: 1320 hours)

***In the event that the Alberta minimum wage rate increases during the life of the Collective Agreement, the minimum hiring rate for Shuttlers will be increased to the prevailing minimum wage rate plus an additional \$0.20/hour and thereafter will receive the 3 Month and 12 Month rates as set forth above. In the event the prevailing minimum wage rate surpasses the above 3 Month or 12 Month rates plus \$0.20, then employees shall be advanced to the prevailing minimum wage rate plus \$0.20. Thereafter, the employee will receive no further increases.***

***Shuttlers on the payroll on ratification with more than one (1) year of service as of June 1<sup>st</sup>, 2016 will receive the following:***

***June 1<sup>st</sup>, 2016: \$0.25/hour increase  
June 1<sup>st</sup>, 2017: \$0.25/hour increase***

**June 1<sup>st</sup>, 2018: \$0.25/hour increase**

**In the event the Alberta minimum wage rate increases during the life of the Collective Agreement and meets or surpasses the employee's wage rate during the life of the Collective Agreement, then the employee will be advanced to the prevailing minimum wage rate plus \$0.20/hour. Thereafter, the employee will receive no further increases.**

- (c) Mechanics on the payroll as of ratification (**November 16<sup>th</sup>, 2016**) with less than one (1) year of service as of June 1<sup>st</sup>, **2016**, and new hires, will receive the following minimum rates of pay:

Start	\$18.90	
12 months (FT)	\$19.90	(PT: 1320 hours)

**Mechanics on the payroll on ratification with more than one (1) year of service as of June 1<sup>st</sup>, 2016 will receive the following:**

**June 1<sup>st</sup>, 2016: \$0.50/hour increase**  
**June 1<sup>st</sup>, 2017: \$0.50/hour increase**  
**June 1<sup>st</sup>, 2018: \$0.50/hour increase**

- (d) Utility Agents on the payroll as of ratification (**November 16<sup>th</sup>, 2016**) with less than one (1) year of service as of June 1<sup>st</sup>, **2016**, and new hires, will receive the following minimum rates of pay:

Start	\$15.05	
3 months (FT)	\$15.30	(PT: 330 hours)
12 months (FT)	\$15.60	(PT: 1320 hours)

***In the event that the Alberta minimum wage rate increases during the life of the Collective Agreement, the minimum hiring rate for Utility Agents will be increased to the prevailing minimum wage rate plus an additional \$1.00/hour and thereafter will receive the 3 Month and 12 Month rates as set forth above. In the event the prevailing minimum wage rate surpasses the above 3 Month or 12 Month rates plus \$1.00, then employees shall be advanced to the prevailing minimum wage rate plus \$1.00. Thereafter, the employee will receive no further increases.***

***Utility Agents on the payroll on ratification with more than one (1) year of service as of June 1<sup>st</sup>, 2016 will receive the following:***

***June 1<sup>st</sup>, 2016: \$0.50/hour increase***

***June 1<sup>st</sup>, 2017: \$0.50/hour increase***

***June 1<sup>st</sup>, 2018: \$0.50/hour increase***

***In the event the Alberta minimum wage rate increases during the life of the Collective Agreement and meets or surpasses the employee's wage rate during the life of the Collective Agreement, then the employee will be advanced to the prevailing minimum wage rate plus \$1.00/hour. Thereafter, the employee will receive no further increases.***

- (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) A shift differential of fifty (\$0.50) cents per hour will be paid to Shuttlers for any hours worked between 8:00 p.m. and

6:00 a.m., providing half the shift or more is worked after 8:00 p.m.

- (g) Lead employees will receive a Lead premium of one dollar seventy-five (\$1.75) cents for each hour so designated.

***Retroactive pay is for all hours paid for all employees on payroll at date of ratification. Any and all employees still in the employ of the Company (including LTD, STD, LOA, etc.).***

### **Ratification Bonus**

***In an effort to ratify the Collective Agreement, the Company will pay the following one-time ratification bonuses, subject to normal withholdings as required by law, to employees active on the payroll on the date of ratification as follows:***

- ***Any RSA, Rover, or Service Agent whose base hourly rate as of June 1<sup>st</sup>, 2016 is \$14.35 or above will be eligible for a bonus in the amount of \$500.00 (full-time) or \$250.00 (part-time).***
- ***Any Technician or Utility Agent whose base hourly rate as of June 1<sup>st</sup>, 2016 is \$16.19 or above will be eligible for a bonus in the amount of \$500.00 (full-time) or \$250.00 (part-time).***
- ***Any Shuttler whose base hourly rate as of June 1<sup>st</sup>, 2016 is \$12.05 or above will be eligible for a bonus in the amount of \$500.00 (full-time) or \$250.00 (part-time).***

## 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 fitness for duty and/or a driving skills assessment in the event of observed/reported unsafe behavior or a return from an injury or illness. The Company will cover the cost for these reports.

### 3. Parking

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

Full-time Employees: **One hundred (\$100.00) dollars** per Month

Part-time Employees: **Eighty (\$80.00) dollars** per Month

### 4. Translator

***When an employee’s work performance, conduct, and behavior is such that it may lead to discipline or termination and is subject of discussion between the Company and an employee, the employee or steward, if applicable, may request a translator and the Company will make best efforts to supply one from the bargaining unit or supervisory staff, subject to any potential conflicts of interest.***

**5. Expediter Covering Rover Work**

***During the negotiations to renew the 2016 Collective Agreement, the parties discussed Rental Sales Agents covering the Rover function during times of absence and breaks.***

***The parties agreed that the Company will make its best efforts to utilize qualified Expeditors to cover Rover absences or breaks prior to utilizing a Rental Sales Agent.***

***The Company, in its discretion, will assign qualified Expeditors to cover such Rover work. The Company will pay such Expeditors the Rover rate of pay solely for time spent performing such work.***



For the Company:  
Aviscar Inc.

For the Union:  
United Food and Commercial  
Workers Canada Union, Local  
No. 401

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Company Committee:

Bargaining Committee:

Sandra Hambrook  
Aiko Bunn  
***Maria Collins***  
***Sam Wallis***

Noah Mogesse  
***Satinderjit Singh***  
***Jeff Ible***  
***Al Olinek***

This Agreement was ratified on ***November 16<sup>th</sup>, 2016.***