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YEAR	2001 08 31
NO. OF EMPLOYEES	230
NOM RE D'EMPLOIES	230

COLLECTIVE AGREEMENT

BETWEEN:

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175**

Chartered by the United Food and Commercial Workers
International Union AFL-CIO-CLC

AND:

AVISCAR, INC.

Effective: Sept. 1, 1998 to August 31, 2001

DECLARATION
DECLARATION

11005 (02)

Name

Address

Phone

Soc. Ins. No.

Work Address

Work Phone

Union Steward

Phone

**United Food & Commercial Workers
U.F.C.W. Locals 175 and 633
2200 Argentia Road
Mississauga, Ontario L5N 2K7
Phone: (905) 821-8329**

**Toll-free outside Metro Toronto
1-800-565-8329
Fax (905) 821-7144**



**LETTER FROM
THE PRESIDENT
U.F.C.W.
LOCAL 175**

Dear Fellow Members:

I wish to welcome new members to Locals 175 and 633 of the United Food and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you will all read this contract and become aware of your rights and privileges as union members. It is an important document. It identifies and guarantees your income, benefits and job security while you work for your current employer. Like an insurance policy, a warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.

As a union member with a contract, you have the freedom to plan for the future. **You** will know what your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. If unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted at any time to assist you.

In addition to Stewards in the workplace and Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Union's achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers' Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your Union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for **your** benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 40,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

Only by all **of us** working together can we keep what we have gained over years of hard negotiations and obtain what is rightfully **ours** in the future. Our labour may be the only commodity we have to sell. Let **us** not sell it cheaply.

Please feel free to contact me at any time with questions or concerns about the Union. This **is** your Union. **You** put the 'U' in our Union.

In Solidarity,
Michael J. Fraser, President,
U.F.C.W. Local 175.

OFFICERS



Michael J. Fraser
President



Wayne Hanley
Secretary-Treasurer



Belly Pardy
Recorder



Ron Springall
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 40,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Steward, Union Representatives, Benefits Representatives, staff lawyers and communications representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of over 200,000 members in Canada and 1,500,000 members in North America.

The UFCW is the result of a merger between two of the oldest and most respected unions in North America; the Amalgamated Meat Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The new union represents workers in nearly all aspects of Canadian life and is mirrored in the makeup of Locals 175 and 633.

U.F.C.W. LOCALS 175 AND 633

Your local unions, with over 40,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT

Michael J. Fraser, Mississauga

SECRETARY-TREASURER

Wayne Hanky, Oakville

RECORDER

Betty Pardy, London

VICE-PRESIDENTS

Rick Alagierski, Mississauga

Toni Armstrong, Hawkestone

Bryan Braithwaite, Chatham

John Brodhagen, Chesley

Judith Burch, Sutton West

Freda Courtnege, Brantford

Bruce Dosman, Hanover

Colby Lynn Flank, Thunder Bay

David Fox, Napanee

Sheila Grant, Belleville

Wayne Harbin, Guelph

Tim Kelly, Stratford

Masood Khan, Scarborough

Chiff Kostyniuk, St. Catharines

Marilyn Lang, Cobourg

Angus Locke, Kitchener

Julie Marontette, Belle River

Rosemarie Mathieu, Ottawa

Rodney Markley, Thunder Bay

James Montgomery, Welland

Pat Newell, Port Hope

Phillip Palahnuik, Waterford

Cindy Rario, Kenora

Leslie Sardo-Viscuglia, Hamilton

Ron Springall, Kitchener

Margaret White, Trenton

Thomas Williams, Colborne

Coreena Zurkan, Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT

Dan Bondy, Amherstburg

SECRETARY-TREASURER

Linval Dixon, Pickering

RECORDER

Patricia Bain, Dundalk

VICE-PRESIDENTS

Sherry Casagrande, Sault Ste. Marie

Neil Hotchkiss, McGregor

Roy Reed, Orillia

What You Get For Your Union Dues

- **Higher** than average wages and benefits. According to recent government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you.
- **Problems with Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in cutting red tape and representing you to government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and out in the cold in these matters. They can only turn to expensive lawyers for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be unable to work because of sickness or accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

Bring any suspected **violation** of this agreement to the **attention** of the **Union Steward** as **soon** as **possible**, because **time limits may be important in winning your grievance**. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

Locals 175 and 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment of our governments towards the training and education of the workforce.

To address that need Locals 175 and 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History; Past, Present and Future" and ensures that our stewards are well informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

To find out more about courses offered through the Training and Education Centre or for more information on the scholarship programs, please contact the Training and Education Centre at (905) 564-2500 or 1-800-728-8902.

WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"
Formally
WORKERS COMPENSATION ACT "W.C.B"

The Workplace Safety and Insurance Act, "W.S.I.A.", formally, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job related disabilities. Here are answers to the most commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

2. IS THERE AN EXTENSION OF TIME?

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is **just** to do so.

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

Section 22 (5) When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5), no benefits shall be provided under the insurance plan unless **the** Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insur-

ance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

9. EMPLOYMENT BENEFITS

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect of the worker when the worker is absent from work because of the injury. However, the contributions are required only if..

- (a) the employer was making contributions for employment benefits in respect of the worker when the injury occurred:
and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

10. DUTY TO CO-OPERATE IN RETURN TO WORK?

Section 40 (1)... The employer of an injured worker shall cooperate in the early and safe return to work of the worker by,

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings:
- (c) giving the Board such information as the Board may request concerning the worker's return to work: and
- (d) doing such other things as may be prescribed.

SAME WORKER?

Section 40 (2)... The worker shall co-operate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

with the worker's functional abilities and that, when possible, restores his or her pre-injury earnings:

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

Section 40 (6).. The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

12. OBLIGATION TO RE-EMPLOY?

Section 41 (1).. The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right, in fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

EMPLOYMENT INSURANCE
(formerly **UNEMPLOYMENT INSURANCE**)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997. The new system reflects a fundamental restructuring of the old Unemployment Insurance System.

"Where to Apply?"

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413.

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last **26** weeks of work. Your insured earnings will be averaged over a number of weeks known as a **divisor**. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

Intensity Rule:

Any week of regular benefits collected after **June 30, 1996** could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn work credits to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the Intensity rule for the next claim in the next five years.

Sick Benefits:

Sick benefits are paid for up to **15** weeks, if you have **700** hours of insurable employment in the last **52** weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 700 hours. Medical reports are necessary.

Maternity Benefits:

You must have worked and paid EI premiums for at least 700 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 10 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. The time allotment may be extended to 15 weeks if the child is six months or older at the time of arrival in your home and suffers **from** a physical, psychological or emotional condition that requires extended care. The benefits can be claimed by one parent or split between the two, but if they are split, each parent will have a two week waiting period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

Discharge or Quit:

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

FOR MORE INFORMATION
CONTACT
HUMAN RESOURCES DEVELOPMENT CANADA
OR
CANADA EMPLOYMENT CENTRE
SHOULD YOU HAVE A PROBLEM
CALL YOUR
LOCAL UNION REPRESENTATIVE
FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided **you** have **reasonable** grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While **you** are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused **and** the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

AVISGAR, INC.
(Reference #85-7C)

Toronto, Canada
Rental Sales Agents,
Special Services Agent,
Service Agents &
Full-Time Shuttlers
9/1/98 - 8/31/01

and

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 175
Chartered by the United Food and Commercial Workers
International Union AFL-CIO-CLC

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COLLECTIVE AGREEMENT

BETWEEN: AVISCAR INC.
Reference No. 85-7C

(hereinafter referred to as the "Company")

AND UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, Chartered by
the United Food & Commercial Workers International Union
AFL-CIO-CLC

(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 disputes which may arise between them, and to promote efficient operation.

NOW, THEREFORE, the Company and the Union mutually agree as follows:

ARTICLE 1

Bargaining Agency

Section 1.01

The Company recognizes the Union as the sole collective bargaining agency for all employees employed by Aviscar Inc. in or in connection with its outlets located in the Greater Toronto District (which includes Metropolitan Toronto, Mississauga and the Regional Municipality of Hamilton - Wentworth), save and except counter supervisors, mechanics, office staff, supervisors and persons above that rank and part-time Shuttlers.

ARTICLE 2

Union Security

Section 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.

Section 2.02

It is understood and agreed that the first seventy-five (75) calendar days of employment for Service Agents and Shuttlers and the first ninety (90) calendar days for Rental Sales Agents and Special Services Agents 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.

Section 2.03

The appropriate dues and initiation fees will be deducted from all employees from their first day of employment.

Section 2.04

The regular Union dues and initiation fees shall be deducted biweekly and submitted to the Union following the completion of the Company's four (4) weeks' accounting period. The Company shall also include the employee's name, address, social insurance number, and the total amount of dues deducted on the dues remittance sheet. Such Union dues and/or fees shall be submitted to the Union by the fifteenth (15th) day of the following month.

ARTICLE 3

Basic Work Week

Section 3.01 (A)

The work week for full-time employees shall be five (5) consecutive days of eight (8) hours each (not including a one-half (1/2) hour unpaid meal period.) It is agreed that this meal period may be increased to one (1) hour by mutual agreement between the management and individual employees.

Section 3.01 (B) Four (4) Day / Ten (10) Hour Scheduling

The parties agree to implement a Four (4) Day / Ten (10) Hour scheduling process on a one hundred and eighty (180) day trial basis. The one hundred and eighty (180)

days will start on the day Four (4) Day/Ten (10)Hour schedule is implemented. The following guidelines will govern:

- (a) The Four (4) Day/Ten (10) Hour scheduling process will be carried out by mutual agreement between management and employees.
- (b) The Company agrees to continue the current process of receiving input from work group teams during the shift bid process. However, the Company has the exclusive right to make the final determination regarding the employee's schedules.
- (c) It is hereby agreed that there will be a one hundred and eighty (180) day trial period for the Four (4) Day/Ten (10)Hour scheduling process. At the expiration of this one hundred and eighty (180) day period, both parties will have the right to terminate the Four (4) Day/Ten (10) Hour scheduling process if it is found to be unacceptable to either one or both of the parties. However, the party requesting termination must state its objections, in writing, within seven (7) days prior to the expiration of the one hundred and eighty (180) day trial period. The process must then be terminated by holding a shift bid within seven (7) days after the expiration of the one hundred and eighty (180) day period. This process does not have to be terminated for all employees. If one work group is satisfied with Four (4)/Ten (10) scheduling, it can continue for that work group and be terminated only for the particular work group that has expressed dissatisfaction.

Section 3.02

- (a) The Company will post shift for bid (on a seniority basis) setting forth the hours of work and the days off. The bids shall be posted twice per year (May and September) and, in addition, may be posted if airline schedules or business trends change. Employees may bid on shifts at their current location only. The scheduling, once set forth, shall remain in effect until the next shift bidding occurs. Rental Agents and Special Services Agents will have separate shift bids.
- (b) The Company, the Union and the employee(s) may amend the schedule procedures by mutual agreement during the terms of this Agreement.

Section 3.03

Shift bids shall be posted for seven (7) days prior to taking effect.

Section 3.04

If the employee is away at the time of the shift bids due to vacation, illness or leave of absence, the Company must contact the employee to ensure that he/she has

made his/her choice of which shift they will work. The Company may cover the vacant shift until the employee returns in whatever manner it sees fit.

The Company shall make every effort to:

- (a) Provide advance notice that a shift bid is pending.
- (b) Make all reasonable efforts to contact an employee who is not at work due to illness, vacation or leave of absence. Employees are encouraged to leave a number where they can be reached during these times.
- (c) Extend the shift bid to fourteen (14) days when an employee cannot be contacted.

Notwithstanding, should these efforts fail, the Company shall have the right to schedule an employee which it cannot contact into a shift bid that is available at the employee's seniority level and which most closely matches the shift the employee currently has.

Section 3.05

Employees who are late for work will be docked for the time actually late.

Section 3.06 Part-Time to Full-Time

Part-time employees who are hired to work part-time and who are scheduled to work forty (40) hours per week for a period of ninety consecutive calendar days will be reclassified to full-time. An exception to this will be part-time employees who are assigned to temporary full-time as per Articles 13, 14, 15, 16 and 30, for vacation replacements and for time spent in training.

Part-time employees assigned to work temporary full-time will be covered by the full-time language of this Agreement for all intents and purposes including wage rates and benefits

ARTICLE 4

Rest Periods

Section 4.01

Employees shall be allowed two (2) fifteen (15) minute rest periods per eight (8) hour shift at a time determined by the supervisor or designated person in charge. Where possible, depending upon the needs of the business, the Company will schedule the day shift rest periods. One (1) approximately in the middle of the first half of the shift and one (1), approximately in the middle of the second half of the shift.

Section 4.02

The Company agrees to maintain its present policy in respect to lunch, rest, and change rooms for the use of its employees.

Section 4.03

The Company will schedule employee meal periods between the fourth (4th) and sixth (6th) hour of the employee's shift.

Section 4.04

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.

Section 4.05

The Company shall provide each location with time sheets or time clocks in order to enable employees to record their time for payroll purposes. Employees shall sign or punch in and out when taking their meal period and their rest period.

In the event an automated time and attendance system is implemented, employees shall have access to their time records via the computer system.

Section 4.06

- (a) Employees who work three (3) or more hours beyond the end of their regular shift will be entitled to an additional fifteen (15) minute paid break.
- (b) Part-time employees who are scheduled to work four (4) hour shift will be entitled to a paid fifteen (15) minute break.

ARTICLE 5

Wages

Section 5.01

The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Schedule "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 Schedule "A" are minimum rates and apply to the job classification and not the individual.

Section 5.02 Travel Time

- (a) Any employee who is transferred at the request of the Company, from one (1) location to another during regular working day, shall **be** paid his/her regular hourly rate for all traveling times.
- (b) The Company may arrange transportation for the employee in a Company vehicle where an employee is transferred from one location to another during a regular working day or, if such transportation is not available, shall compensate the employee **for** actual expense of public transportation, the actual cost of taxi fare, or kilometers at 18¢ per kilometer. Where an employee chooses to take his

own vehicle when Company transportation is available, no kilometers will be paid.

Section 5.03

There **will** be a minimum of ten (10) hours between the time an employee concludes one (1) schedule work shift and commences the next schedule work shift except in cases of emergencies beyond the control of the Company or where an employee voluntarily changes his shift (scheduled change).

Section 5.04

The Company agrees that there will be no split shifts unless mutually agreed upon by the Company and the employee.

ARTICLE 6

Overtime Rates of Pay

Section 6.01

All time worked in excess of basic work week or the regular working day shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate for all time worked. The basic work week shall not exceed forty (40) hours per week.

Paid sick time shall be considered as time worked for the purposes of computing overtime.

Section 6.02

Time and one-half (1 1/2) the regular rate of pay shall be paid for all hours worked on paid holidays.

Section 6.03

Overtime will be offered by seniority.

Section 6.04

If overtime becomes available during a work shift, then the Company will offer the overtime, by seniority, to employees who are at work at that time. **In** the event the senior employees on the shift refuse the overtime, then the overtime will be assigned on a reverse seniority basis amongst the remaining employees on the shift to a maximum of four (4) hours after their shift.

ARTICLE 7

Holiday Pay

Section 7.01

There shall be ten (10) paid holidays for regular employees during the term of this Agreement. These holidays are as follows:

Victoria Day	Canada Day
Civic Holiday	Labor Day
Thanksgiving Day	Christmas Day
Boxing Day	New Year's Day
Good Friday	Personal

In order for an employee to receive holiday pay, he/she must not have been absent from work on the scheduled workday prior to and following such holiday unless the individual is absent because of sickness, in which case he/she will provide a doctor's note, bereavement or a bonafide emergency.

In addition to the above-mentioned holidays, the Company agrees to grant any other day or part day proclaimed by the Federal, Provincial, or Municipal Governments as paid holidays for the purpose of this Agreement, providing same is generally observed in the area as a holiday.

The above holidays shall be observed on the day generally recognized in the area. In the case of the personal holiday, this will be scheduled by mutual agreement.

Section 7.02

In a week in which one (1) paid holiday occurs, the normal basic work week for employees shall be reduced by eight (8) hours for said holiday. Employees working a four (4) day ten (10) hour schedule in a week in which one (1) paid holiday occurs, the normal basic work week shall be reduced by ten (10) hours for said holiday.

Section 7.03

In the event the Company observes two (2) paid holidays in one (1) week, the employees shall receive forty (40) hours' pay for twenty-four (24) hours' work during that week. Employees working a four (4) day ten (10) hour schedule during a week in which the company observes two (2) paid holidays, the employees shall receive ~~twenty~~ ^{forty} (40) hours pay for twenty (20) hours work during that week.

Section 7.04

If an employee is required to work on one (1) of the above-mentioned holidays, he shall receive time and one-half (1 1/2) his regular rate for all hours worked, in addition to his regular holiday pay.

Section 7.05

Employees who are scheduled to work on a holiday will be offered work on the holiday in order of their seniority. If sufficient employees do not volunteer, the Company reserves the right to require the least senior scheduled employees to work the holiday.

ARTICLE 8

Vacations

Section 8.01

Any regular full-time employee with six (6) months' service prior to May 1st, shall receive one (1) weeks vacation with pay at four percent (4%) of earnings up to May 1st. Regular full-time with less than six (6) months' service as of May 1st shall receive four percent (4%) vacation pay for all time worked up to May 1st.

Section 8.02

Any regular full-time employee with one (1) year's service as of May 1st shall receive two (2) weeks' vacation at his/her regular rate of pay or four percent (4%) of total compensation, whichever is greatest.

Section 8.03

Any regular full-time employee who has completed five (5) years of continuous service with the Company as of May 1st shall receive three (3) weeks' vacation at his/her regular rate of pay or six percent (6%) of total compensation, whichever is greatest.

Section 8.04

Full-time employees having completed ten (10) years or more continuous service with the Company as of May 1st shall be granted four (4) weeks' vacation with pay at his/her regular rate of pay or eight percent (8%) of total compensation, whichever is greatest.

Section 8.05

When a statutory holiday occurs during the employee's vacation period, an extra day's vacation shall be scheduled by the Company, immediately preceding, or following, his/her vacation period. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedule, an extra day's pay shall be given in lieu of an extra day's vacation by mutual agreement.

Section 8.06

Times at which such vacation are taken shall be scheduled by the Company. The vacations shall be bid and selected by the employees in accordance with their seniority.

Section 8.07

An employee shall receive vacation pay in their last pay cheque prior to going on vacation.

Section 8.08

Anyone who is entitled to more than two (2) weeks' vacation shall be allowed to take this additional time outside of the summer (June, July, August) vacation period, subject to management approval, which shall not be unreasonably withheld. No employee shall take more than two (2) consecutive weeks in the summer (June, July, August) vacation period unless scheduling permits.

Section 8.09

There may be two (2) Service Agents and up two (2) Rental Agents or Special Services Agents combined off on vacation at any one time at the Toronto Airport location and one Rental Agent and one Service Agent at the other locations taken together unless circumstances permit a greater number. Vacation schedules will be posted on March 15th for all employees entitled to two (2) weeks' vacation or more and again on April 1st for the remaining employees. The list will be finalized and posted on May 1st.

ARTICLE 9

Management's Rights

Section 9.01

The management of the Company and the direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable rules and regulations, to hire, layoff, assign employees' working hours, suspend, transfer, promote, demote, discipline and discharge employees for proper cause. The Company in exercising these rights shall not discriminate against any employee and shall give full consideration to the rights of the employee.

Section 9.02

The parties agree to comply with the provisions of the Ontario Human Rights Code.

Section 9.03

Any disciplinary notices will be removed twelve (12) months from the actual date the discipline was received, provided the individual employee does not receive any additional discipline in the twelve month period.

ARTICLE 10

Employee and Union Cooperation

Section 10.01

The employees agree to uphold the **rules** and regulations of the Company in regard to punctual and steady attendance, proper notification as far in advance as possible in case of absence, conduct on the job and all other reasonable rules and regulations, established by the Company.

Section 10.02

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 and in preventing vandalism.

Section 10.03

The Union agrees to cooperate when requested by the Company in correcting inefficiencies of its members which might lead to discharge.

Section 10.04

- (a) The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement or for performing services on a Union Committee outside working hours.
- (b) The Union and the Company agree that employees should be free from sexual harassment and the Company and the Union agree to cooperate in preventing and eliminating sexual harassment if same should occur. Complaints of sexual harassment will be handled with all possible confidentiality.

Section 10.05

- (a) The Company agrees to recognize the appointed or elected Representatives who shall be known as the Union Stewards. There shall be four **(4)** Stewards: three (3) from the Airport location consisting of one (1) from Service, one (1) from Rental and (1) from Shuttler; and one (1) additional Steward to cover locations outside the Airport.

When a disciplinary interview is held with an employee, a Steward will be present unless the employee requests otherwise. If a Steward is not available at the time of the meeting, the meeting will be postponed until a Steward is available. If a meeting is held without the presence of the Steward any discipline will be null and void. In cases of discipline where the offense is of such gravity which requires immediate attention if a union Steward is not available the Company may conduct the meeting in the presence of another bargaining unit member.

The meeting that becomes part of the employee's record(s) will be reviewed when the Steward is available. Should any reprimand, warning, or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure.

Another member of the bargaining committee shall be present if the Union Steward is to receive a reprimand, warning, or disciplinary measure.

- (b) Stewards to have a least six (6) months of service: The Union will inform the Company in writing of the name of the Steward and of any subsequent change thereof.
- (c) Authority of Steward: The authority of the Steward designated by the Union shall be limited to and shall not exceed the following duties and activities:
 - (1) Investigation and presentation of grievances in accordance with the provisions of the Agreement during his working hours, upon appointment with his supervisor or the Company's representative.
 - (2) The transmission of such messages and information which shall originate with and are authorized by the Business Agent, provided such messages and information have been put in writing or, if not in writing, are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the Company's business.

Section 10.06

It is agreed that the Negotiating Committee shall be composed of up to three (3) members and these employees shall be compensated for time lost by the Company for negotiations. One (1) member of the Negotiating Committee shall be a Rental Sales Agent working at the airport, one (1) member of the Negotiating Committee shall be a Service Agent or a Shuttler working at the airport and the third member of the Negotiating Committee shall be a Rental Sales Agent working at a location other than the airport.

Section 10.07

Where the Company fills vacancies caused by accident, sickness, vacations, leave of absence, etc. employees will be given the opportunity of relieving in those positions on the basis of their seniority and ability and providing they have the capacity to acquire the necessary skills within a short period of time through training and instructions.

Section 10.08

Should any new job classification(s) be established during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between them; provided however, that in the event the parties are unable to agree, the employee shall work at whatever rate shall be set by the Company and the matter shall be submitted to arbitration as is provided in the grievance procedure and the parties shall abide by the result of the arbitration.

Section 10.09

The Company agrees to have Joint Labour/Management Committee meetings at least once every two (2) months. The Committee will consist of two (2) members from the bargaining unit and two (2) members from the Company.

Section 10.10

The Company reserves the right to assign management to do bargaining unit functions, but does not intend to do so to the detriment of the employees' jobs in the bargaining unit. The Company does not encourage management to do bargaining unit **work** and no employees shall lose their jobs as a result of management performing bargaining unit work.

ARTICLE 11

Discharge of Employees Subject to Arbitration

Section 11.01

If an employee is of the opinion that there has been an improper dismissal and same is not adjusted by mutual agreement and the Union has submitted to the Company a grievance in writing signed by the employee concerned, then such dismissal may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration Sections of this Agreement. Such grievance shall be filed at Step Two of the grievance procedure.

This section does not apply in the case of any dismissal of an employee for any reason whatsoever where such employee has worked less than ninety (90) calendar days in the case of Rental Sales Agents and Special Services Agents and **less** than seventy-five (75) calendar days in the case of Service Agents and Shuttlers or has been found unacceptable to the Company's Bonding Policy.

ARTICLE 12

Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal

Section 12.01

The Company agrees to abide by the "Employment Standards Act" in respect to notice required or pay in lieu of notice, in cases of dismissal.

ARTICLE 13

Leave of Absence

Section 13.01

The Company agrees to allow time off work without pay for one (1) delegate elected to attend Union Conventions for a period of not more than ten (10) working days a year. Requests for more than one (1) delegate shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks' notice in regard to such request to attend conventions.

Section 13.02

The Company agrees to grant time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or a longer period as may be mutually agreeable, to serve in any capacity of official Union business. Any employee who has been granted leave of absence to serve the Union in an official capacity shall neither lose nor gain seniority upon his returning to work.

Section 13.03

Any employee's request for personal leave of absence must be in writing to his/her immediate superior where such application will be given full consideration.

Section 13.04

The Company shall reply in writing within two (2) weeks, to all written requests for leave of absence with one (1) copy to the employee concerned and one (1) copy to the Union Steward at the location where the employee is employed.

If a leave of absence is denied, the Company will give the reason(s) why such leave was withheld. The Union acknowledges, however, that management has the right to deny said leave of absence.

ARTICLE 14

Pregnancy Leave

Section 14.01

Employees shall be granted pregnancy and paternity **leave** in accordance with the Employment Standards Act of Ontario.

ARTICLE 15

Jury Duty

Section 15.01

Employees summoned to jury duty 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.

Section 15.02

The employee shall notify the Company of his court commitment prior to the preparation of the schedule for the week involved.

Section 15.03 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 16

Bereavement Pay

Section 16.01

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

Section 16.02

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 current brother-in-law, current sister-in-law, current son-in-law or current 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.

Section 16.03

When a death occurs in a part-time employee's family (as defined below) and if the funeral is held on a day when the part-time employee is scheduled to work, the employee shall be granted the day off to attend the funeral and, if the employee has completed his/her probationary period, he/she will be paid at his/her regular hourly rate for the number of hours he/she was scheduled from the day. The term family shall mean any relation or in-law referred to in Article 16.01 and 16.02.

ARTICLE 17

No Strike, No Lockout

Section 17.01

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

Section 17.02 Legal Picket Line

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event that an employee refuses to enter upon any Company property involved in a legal labour dispute or refuses to go through or work behind any legal picket lines at the Company's place of business, whereby so doing he/she exposes himself/herself to direct and immediate danger.

ARTICLE 18

Seniority

Section 18.01

Seniority shall be defined as length of continuous employment with the Company in the bargaining unit. Seniority shall be effective only after a Service Agent or Shuttle has completed a seventy-five (75) calendar day probationary period and a Rental Sales Agent or a Special Services Agent ninety (90) calendar days and shall be computed from the date of his/her first employment.

Section 18.02

Seniority shall be the governing factor in matters of demotion, layoff, reduction to part-time, rehire after layoff and the filling of new vacancies or new positions providing the employee has the qualifications and willingness to perform the work required.

Section 18.03

The Company will post vacancies and promotional opportunities. Employees who indicate to the Company a desire to be considered for a promotional opportunity within the unit and are not promoted, will be informed of the Company's reason.

Employees who desire advancement to a higher position may advise the Company in writing of the position to which they aspire giving their skills and qualifications. The employee may send a copy to the Union.

Section 18.04

Seniority shall be considered broken if an employee:

- (1) is duly discharged by the Company;
- (2) if he/she voluntarily quits or resigns;
- (3) if he/she has been laid off continuously for a period of more than six (6) months.
- (4) if he/she is called back to work after a lay off and does not return within a week of such notification by the Company by registered letter to the last known address of the employee;
- (5) 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.
- (6) is absent for three (3) consecutive days without notifying the Company of his/her absence.

Section 18.05

The Company, when reducing hours of work, agrees it will not reduce the regular scheduled hours of the full-time employee for the purpose of replacing such hours with part-time and casual help.

Section 18.06

The Company agrees to provide the Union with a current seniority list of employees every six (6) months.

Section 18.07

If an employee becomes part of the management of Aviscar Inc. and then wishes to revert back to the bargaining unit, within sixty (60) calendar days of the employee's appointment to management, said employee shall be returned to the bargaining unit with no loss of seniority or fringe benefits.

Section 18.08

When an employee is promoted to a higher rated classification he/she will continue to receive the same wage rate he/she was receiving previously, provided his/her former wage rate is set out in the range of the new classification. If his/her previous wage rate is not set out in the range of the higher rated classification, then the employee's wage rate will be that of the next highest rate on the range for the new classification. After placement the employee will receive increases and move through the range of his/her new classification in accordance with the Collective Agreement.

ARTICLE 19

Adjustment of Grievances

Section 19.01

Any complaint, disagreement or difference of opinion between the Company and the Union or the employees covered by the Agreement, which concerns the interpretations, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

Section 19.02

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within seven (7) calendar days following the event giving rise to such grievance, or within seven (7) calendar days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

Section 19.03

All grievances shall be submitted verbally to the employee's supervisor before being submitted in writing. Grievances not resolved verbally shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party. The Company shall then reply in writing to the grievance setting forth its answer to the points raised by the Union.

Section 19.04

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 cannot 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 cannot be reached, the matter may then be referred to arbitration as hereinafter provided. It is agreed that under unusual circumstances an employee may take his alleged grievance directly to the Union.

When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Company, the Union Steward shall be present.

ARTICLE 20

Arbitration

Section 20.01

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 twenty-one (21) days of the Company's written response following the discussions at Step Two. If agreement cannot be reached in respect to the appointment of an arbitrator within fourteen (14) days of notice of arbitration then either party may apply to the Office of Arbitration for appointment of an arbitrator. The arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching the decision, the arbitrator shall be governed by the provisions of this Agreement.

The arbitrator shall not be vested with the power of 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 of 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 provisions in this Article.

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

ARTICLE 21

Health and Welfare (Full-Time Employees)

Section 21.01

The Company agrees to maintain in force and effect its Employee Benefit Program containing but not limited to the following benefit package: Life Insurance, Accidental Death and dismemberment, Major Medical, Short-Term Disability, Long-Term Disability, Pension Plan and OHIP. The present cost sharing arrangement percentages shall continue during the term of this Agreement.

The Company agrees to put into effect the current ODA Schedule effective on ratification of the collective agreement. The cost of the major medical plan and the dental plan shall be paid eighty percent (80%) by the Company and twenty percent (20%) by the employee

It is agreed that spousal and dependent life insurance will be three thousand dollars (\$3,000.00) for a spouse and two thousand dollars (\$2,000.00) for an eligible child.

Section 21.02

The Company and the employees agree to share the cost of an optical benefit which will provide one pair of glasses or contact lenses each twenty-four (24) months to a maximum of one hundred and twenty-five dollars (\$125.00) reimbursement on presentation of a receipt.

ARTICLE 22

Employee Privileges

Section 22.01

Part-time employees will receive statutory holiday and vacation pay in accordance with the Employment Standard Act.

ARTICLE 23

Business Agent's Visits

Section 23.01

The authorized business agent or representatives of the Union shall be permitted to talk with any employee regarding union matters during regular working hours. All interviews in excess of five (5) minutes shall not be on Company time. It is understood that such representative shall first notify the Supervisor of their presence.

ARTICLE 24

Bulletin Boards

Section 24.01

The Company agrees that during the term of this Agreement, it will make space available to the Union on the existing bulletin board in each of its locations for the purpose of posting notices directly relating to the employees of the location.

ARTICLE 25

Wearing Apparel - Personal Appearance

Section 25.01

The Company agrees during the term of this Agreement to maintain its present practice relative to wearing apparel for employees. The parties further agree that this practice can be amended if mutually acceptable to the employees, the Union and the Company

Employees will continue to select uniform pieces from the catalogue based on an individual need.

Section 25.02

- (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. For those employees who are given uniforms requiring dry cleaning, the Company will pay an allowance of up to forty dollars (\$40.00) per month for full-time employees and up to twenty dollars (\$20.00) per month for part-time employees upon presentation of receipts. This allowance will also cover the cleaning of men's dress shirts and women's blouses. Employees will be expected to report for work in uniform, with the uniform properly cleaned.
- Dry cleaning must be supported by detailed original receipts no later than the fifteenth of the month in which the expense was incurred. The company will provide a schedule outlining when reimbursement will be made based upon the date the receipts are submitted.

Section 25.03

Special clothing, such as raincoats and parkas, are to be supplied and maintained by the Company (where required).

Section 25.04

- (a) Upon the presentation of a paid receipt, the Company will supply Rental Sales Agents and with a shoe allowance of fifty dollars (\$50.00) per year towards the purchase of shoes which meet with the Company's dress code. This allowance will be paid annually on the employee's first and subsequent anniversary dates upon presentation of a receipt.
- (b) Upon the presentation of a paid receipt, the Company will supply the Service Agents, Special Services Agents and Shuttlers with a safety shoe allowance of sixty dollars (\$60.00) per year towards the purchase of safety boots. This allowance will be paid annually on the employee's first and subsequent anniversary dates upon presentation of a receipt.
- Effective September 1, 1996 the safety shoe allowance will be increased to sixty-five (\$65.00) and effective September 1, 1997 the Safety boot allowance will be increased to seventy dollars (\$70.00). The annual shoe allowance may be used toward multiple purchase of slip resistant shoes/boots.

ARTICLE 26

Charitable Donations

Section 26.01

While the Company and the Union are fully in favor of charitable causes, it is agreed that employee donations to charity funds shall be on a strictly voluntary basis.

ARTICLE 27

Cash Storage

Section 27.01

No employee may be required to make up cash shortages unless he/she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash during the work shift, except as specified below.

Section 27.02

No employee may be required to make up cash shortages when Management exercises the right to open the drawer during the employee's work shift, unless the drawer is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals/and or deposits.

ARTICLE 28

Intercity Shuttling - Rates for Employees Working Outside the
Greater Toronto District

Section 28.01

When an employee volunteers to drive cars outside the Greater Toronto District for a distance exceeding eighty (80) kilometers the Company's policy for shuttling cars will be maintained.

While the employee is so occupied, he will not be subject *to the terms* and conditions of this Agreement

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

ARTICLE 29

Decent Language

Section 29.01

The employer and employees, in their relations with one another and with their clients and the public, shall at all times use polite and decent language.

Section 29.02

The parties agree to collaborate and rapidly correct any situation where impolite language would be brought up to their attention.

ARTICLE 30

Sick Pay

Section 30.01

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full-time employees.

Section 30.02

All full-time employees covered by this Agreement who have been in the employ of the Company for three (3) months will earn a paid sick day as follows:

One (1) day for each month of employment to a maximum of ten (10) days per year.

Employees who are absent due to illness and who use an earned sick day(s) will continue to accrue a sick day for that month.

Employees who are absent from work due to illness and who do not have an earned sick day to use will not accrue a sick day for the month.

Effective September 1, 1998, employees who have two or more years of service as of December 1 of each contract year will be credited with ten (10) sick days on each December 1.

Section 30.03

Full-time employees with less than twelve (12) months employment shall earn, beginning with the 4th month of employment, one (1) paid sick day per month during the first year of employment.

Section 30.04

Paid sick leave allowance will be made for authorized absences from work because of illness only. For absence of two (2) consecutive days or more, the employee may be required to provide a doctor's certificate to receive sick pay. After more than one (1), two (2) day absence in any sixty day period, the employee may be required to provide a doctor's certificate for further absences of any duration to receive sick pay. The Company will reimburse the employee if there is a charge by the doctor for a medical certificate to a maximum of five dollars (\$5.00).

Section 30.05

The Company will pay the employees for any unused portion of accumulated sick leave once per year. Such payment will be paid at completion of the first full pay period in December. The employee will re-accumulate sick leave with pay on the basis of one (1) paid sick day per month to a maximum of ten (10) paid sick days. An employee may elect to carry over two (2) sick days per year which may be used for

sickness or for personal business, with management's approval. The approval of using the days for personal business will not be unreasonably withheld.

ARTICLE 31

Industrial Accident

Section 31.01 Advances in Case of Working Accidents

In the event an employee is unable to work because of a work accident and where there is no doubt concerning the validity of his claim, the Company will advance to said employee the weekly benefits equal to those he would receive from the Worker's Compensation Board. In such a case, the employee shall sign form FM30 and upon receiving his first compensation cheque, the employee shall reimburse the Company for all monies advanced and the Company will cease making such advances. The Company will comply with the Workers' Compensation Act and provide copies of Workers' Compensation Board Accident Reports to the Union and the Health and Safety Committee.

Section 31.02 Health and Safety Committee

There shall be a Health and Safety Committee composed of three (3) members of management and three (3) bargaining unit employees as follows: two (2) from the Airport and one (1) from an off Airport location. The Committee shall meet at least once every three (3) months. Minutes of the meetings shall be kept and shall be posted in all locations, along with the names of the members of the Committee. Anyone who has a health and safety concern shall contact their supervisor and the Health and Safety Committee. Such meeting shall be held during the employee's regular working hours.

ARTICLE 32

Job Definitions

Section 32.01

- (a) Rental Sales Agents: Responsible for the sale of Avis services, providing assistance to Customer, processing of vehicle rentals, the performance and communication of control and clerical functions and other tasks as may be assigned.
- (b) Lead Rental Agent: Performs all the functions of a rental agent and in addition acts in a leadership position vis-a-vis other Rental Sales Agents working on the same shift.
- (c) Special Services Agents: Responsible for the sale of Avis services, providing assistance to the Customers, processing of vehicle rentals, providing of special

services in the Express booth locations, the performance and communication of control and clerical functions and other related tasks as may be assigned.

- (d) Service Agent: Responsible for the preparation, inspection and fleet check of vehicles, the local movement of vehicles, other related functions including assistance to renters and other tasks as may be assigned.
- (e) Lead Service Agent: Performs all the functions of a service agent and, in addition, acts in a leadership position vis-a-vis other Service Agents working on the same shift.
- (f) Shuttler (Full-Time): Responsible for the local movement of vehicles, providing assistance to Customers and other tasks as may be assigned.

Section 32.02

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 33

Duration of Agreement

Section 33.01

This Agreement shall continue in **full** force and effect from September 1, 1998, to and including August 31, 2001.

Section 33.02

This Agreement shall be automatically renewed from year to year unless notice by registered mail is given by either party to the other for amendment or termination, not less than thirty (30) days nor more than ninety (90) days before the termination date of the Agreement or preceding the anniversary date in any year thereafter. After such notice is given by either party to the other to amend or terminate this Agreement, this Agreement shall remain in full force and effect until a new agreement is signed or completion of conciliation proceedings as prescribed by law, whichever shall first occur.

Section 33.03

IN WITNESS WHEREOF the Union and the employer have caused this Agreement to be executed in their names by their duly authorized representatives this 30th day of November 1998.

FOR THE COMPANY

AVISCAR, INC.

Thom. J. [unclear] 11-30-98

[unclear] 11-30-98

Juzanne Myrand 12/3/98

FOR THE UNION

UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 175, chartered by
United Food & Commercial Workers
International Union

[unclear]

SCHEDULE "A"

Wages

The following wage rates will be effective for all full-time employees covered by this Agreement.

- A. Employees at the twenty-four month rate as of contract ratification only shall receive the following wage rate increases:

<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>
\$.60	\$.60	\$.60

- B. All employees, on the wage progression, except as provided in "A" above, shall receive increases in accordance with one (1), two (2) and three (3) referenced below:

- 1) Rental Sales Agents/Special Services Agents:

		<u>9/1/99</u>	<u>9/1/00</u>
Start	\$ 9.25	\$ 9.50	\$ 9.75
6 Months	\$ 9.50	\$ 9.75	\$10.00
12 Months	\$10.20	\$10.45	\$10.70
18 Months	\$10.85	\$11.10	\$11.35
24 Months	\$12.60	\$13.10	\$13.60

- 2) Service Agents:

	<u>9/1/98</u>	<u>9/1/99</u>	<u>9/1/00</u>
Start	\$ 8.50	\$ 8.75	\$ 9.00
6 Months	\$ 9.00	\$ 9.25	\$ 9.50
12 Months	\$ 9.50	\$ 9.75	\$10.00
18 Months	\$ 9.90	\$10.15	\$10.40
24 Months	\$11.10	\$11.60	\$12.10

- 3) Shuttlers: Shuttlers at the rate of nine dollars and sixty cents (\$9.60) per hour at the time of ratification will receive:

		<u>9/1/00</u>
	\$.60	\$.60

	<u>9/1/98</u>
Start	\$7.35
6 Months	\$7.60
12 Months	\$8.00
18 Months	\$8.40
24 Months	\$9.60

Any Shuttlers who are at the twenty-four (24) month rate on contract anniversary will receive fifty cents (\$.50) effective September 1, 1999 and/or September 1, 2000.

- C. Part-time employees will start at the start rate on the appropriate scale and will progress through the scale based upon hours worked (173hours = 1 month).
- D. Lead Agents or Lead Shuttlers shall be paid one dollar (\$1.00) per hour in addition to their scheduled hourly rate. Employees who are temporarily assigned to replace Lead employees will be paid the premium for all hours worked as a Lead.
- E. Special Services Agents can be temporarily assigned as Rental Sales Agents and vice versa as required to cover illness, etc
 The "Off-Airport" Special Services Agents shall be paid an additional thirty cents (\$.30) above the regular rate.
- F. The Company will have the sole right to select a Foreman. The Foreman will be compensated at two dollars (\$2.00) above the twenty-four (24) month rate.
- G. All employees shall receive a "signing bonus" of one-hundred dollars (\$100.00). This shall be given after ratification.

SCHEDULE "B"

The Employer agrees to contribute the amount set out below to the U.F.C.W
Local 175 Education and Training Fund:

On	<u>9/1/99</u>	<u>9/1/00</u>
Ratification		
\$1,500.00	\$1,500.00	\$1,500.00

LETTER OF UNDERSTANDING

BETWEEN: AVISCAR INC

AND. UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, Chartered by
the United Food and Commercial Workers International Union

1. Part-time Shuttlers will not do vacuuming, cleaning and gassing of vehicles.
2. In filling full-time vacancies, the Company shall continue its practice of giving priority consideration to existing part-time employees who desire full-time employment.

The company agrees that part-time Shuttlers will not be used to the extent that it will cause a decrease of working hours, a layoff, or the creation of full-time positions. The Company further agrees that there will be no less than thirteen (13) full-time Shuttlers for the term of this Agreement.

FOR THE COMPANY

FOR THE UNION

_____ *[Signature]*

_____ *[Signature]*

LETTER OF UNDERSTANDING

BETWEEN: AVISCAR INC.

AND: UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, Chartered by
the United Food and Commercial Workers International Union

With regard to any employee getting married, that employee will be entitled to take one (1) week of vacation outside of the posted vacation schedule provided he/she is entitled to vacation. If there is no accrued vacation, the individual will be granted a one (1) week leave of absence without pay. Management may require proof of marriage and there shall only be one employee off under this provision at any one time.

FOR THE COMPANY

Thomas J. [Signature] 11-20-98

[Signature]

FOR THE UNION

[Signature]

LETTER OF UNDERSTANDING

BETWEEN: AVISCAR INC

AND: UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, Chartered by
the United Food and Commercial **Workers** International Union

RE: Lunch Room Facilities

All employees (bargaining unit and non-bargaining unit) are responsible for cleaning the fridge, microwave and table and reporting any vandalism. Cleaning beyond the normal day to day tidying will be performed on Company time.

FOR THE COMPANY

Thomas J. Lynn 11-20-78

Thomas J. Lynn 11-20-78

FOR THE UNION

Steve [Signature]

LETTER OF UNDERSTANDING

BETWEEN: AVISCAR INC.

AND: UNITED FOOD & COMMERCIAL WORKERS, LOCAL 175, Chartered by
the United Food and Commercial Workers International Union

RE: Printing the Collective Agreement

The Company agrees to pay one-half (1/2) the cost of printing the Collective Agreement.

FOR THE COMPANY

[Signature]

[Signature]

FOR THE UNION

[Signature]

NORTHERN REGION



Ron Springall
Executive Assistant/Director



Bill Kalka
Union Representative



Colby-Lynne Flank
Union Representative

REGIONAL OFFICE:
Room 21, Lakehead Labour Centre, 929 Fort William Road,
Thunder Bay, Ontario P7B 3A6
Phone: (807) 346-4227 Fax: (807) 346-4055
Wats (BOO) 465-6932

EASTERN REGION



John Fuller
Director



Ray Bromley
Union Representative



Dan Lacroix
Union Representative



Ian Miller
Union Representative



Wendy Zych
Union Representative



Luc Lacelle
Union Representative

REGIONAL OFFICE:

20 Hamilton Ave. North, Ottawa, Ont. K1Y 1B6
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(800) 267-5295

SOUTHWEST REGION



Jim Andress
Director



Wendy Absolom
Union Representative



Steve Springall
Union Representative



Susan Bayne
Union Representative



John DiFalco
Union Representative



A.G. Sherman
Union Representative

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(800) 265-6345

CENTRAL REGION



Jim Hastings
Director



Mike Brennan
Union Representative



Kathie Chryster
Union Representative



Jerry Clifford
Union Representative



Don Morin
Union Representative



Dan Serbin
Union Representative

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CENTRAL REGION con't



Jay Nair
Union Representative



Brian Noonan
Union Representative



Fernando Reis
Union Representative



Larry Bain
Union Representative



Teresa Suppa-Magee
Union Representative



Harry Sutton
Union Representative

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SOUTH - CENTRAL REGION



Dan Onichuk
Director



Reg Baughan
Union Representative



Sharon Gall
Union Representative



J.D. Hobbs
Union Representative



Richard Woodruff
Union Representative

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ORGANIZING TEAM
(905) 821-8329 (800) 565-8329



Mark Flannigan
Organizing Co-ordinator



Serge Castonguay
Union Representative



Kevin Dowling
Union Representative



Michael Duden
Union Representative



Sylvia Groom
Union Representative



Rick Wauhkonen
Union Representative

BENEFIT DEPARTMENT
(905) 821-8329 (800) 565-8329



Herb MacDonald
Benefits Co-ordinator



Karl Goennemann
Benefits Representative

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Kelvin Kucey
Legal Counsel



Georgina Watts
Legal Counsel

ADMINISTRATION
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Robert Linton
Communications
Representative

EDUCATION & TRAINING



Dave Killham
Political Action,
Communications
and Education Co-ordinator



Maureen McCarthy
Union Representative

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1450 Meyerside Drive, 7th floor
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Wats (800) 728-8902

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