

**AVIS BUDGET CAR RENTAL
CANADA ULC**

FROM: May 1, 2018

TO: April 30, 2021

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



AVIS BUDGET CAR RENTAL CANADA ULC

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EXPIRY DATE: APRIL 30, 2021

AGREEMENT BETWEEN:

AVIS BUDGET CAR RENTAL CANADA ULC (DOING BUSINESS AS AVISCAR, INC. AND BUDGETCAR, INC.) in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

The general purpose of this Agreement is to establish collective bargaining relations between the Employer and the Union, to continue the cooperation and spirit of good will between the Employer and its employees, to provide machinery for the prompt disposition of grievances arising under this Agreement, and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this Agreement. The Union recognizes that in order to provide a proper relationship between the parties, the Employer must be kept in a strong competitive market position, which means it must produce at the best possible efficiency and lowest cost, consistent with fair labour standards, and the Union agrees to support the Employer in attaining such objectives.

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the sole agency for the purposes of collective bargaining for all employees of Avis Budget Car Rental Canada ULC, doing business as Aviscar, Inc. ("Avis") and Budgetcar, Inc. ("Budget") in the City of Winnipeg, in the Province of Manitoba, employed in the capacity of Rental Sales Associate (formerly known as Rental Sales Agents and Customer Service Representatives), Rapid Return Agent (or Rover), and Service Agent, save and except those excluded by the Act.

ARTICLE 2 DEFINITIONS

2.01 Full-time Employee: A full-time employee shall be a person who is scheduled to work not less than forty (40) hours per week consisting of five (5) eight (8) hour work days or four (4) ten (10) hour work days, from Saturday to Friday.

2.02 Part-time Employee: A part-time employee shall be a person who is normally scheduled to work less than forty (40) hours per week, from Saturday to Friday.

2.03 Masculine or Feminine Gender: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

2.04 Plural and Singular: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

2.05 Promotion: A promotion shall mean the transfer of an employee to a higher level position.

2.06 Demotion: A demotion shall mean the transfer of an employee to a lower level position.

2.07 Layoff: A temporary layoff of an employee shall be deemed to occur when an employee is involuntarily removed from the work schedule for more than one (1) week due to lack of work.

2.08 Spouse: A “spouse” is a person of the same or opposite sex who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months, unless specifically outlined in other Articles in this Collective Agreement or Employer policies and/or benefits.

ARTICLE 3 UNION SECURITY

3.01 The Employer agrees, 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. New employees shall become members within the first **ten (10) calendar days of employment. The Employer agrees to notify the Union of all new employees at least every month.**

3.02 The Employer agrees to provide to each new employee and rehired employee at the time of employment with Exhibit One, as attached to this Agreement. The Union will bear the expense of printing and mailing Exhibit One, the contents to be such that it is acceptable to the Employer. The Employer shall forward a copy of the completed Exhibit One form to the Union within **ten (10)** calendar days from the date of hire or rehire of the employee.

3.03 All employees will be deducted the appropriate dues and initiation fees from their first day of employment.

3.04 The regular Union dues, and any initiation fees shall be deducted each pay day and remitted to the Secretary-Treasurer of the Union within twenty-one (21) calendar days after the completion of the Employer's monthly accounting period. The dues remittance statement shall give the employee's name, address, date of hire, rate of pay, **classification, status, date of birth, gender** and Social Insurance Number. **The Employer agrees to provide the Union, once a month when submitting the Union dues and initiation fees, with a list containing the names of all employees who have terminated their employment, are on leave of absence or retired during the previous month.**

3.05 In order that the Employer may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Employer, in writing, over the signature of the Secretary-Treasurer of the Local Union, of the amount of the deduction to be made by the Employer for regular Union dues and the Employer shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.

3.06 The Union agrees to indemnify and save the Employer harmless against all claims, demands and expenses arising out of the application of Article 3 of this Agreement, provided that the Union shall not indemnify the Employer for expenses incurred as a result of an error committed solely by the Employer.

3.07 The Employer agrees to show the amount of all such Union dues deductions on each employee's T-4 slip at the end of each calendar year.

ARTICLE 4 PROBATIONARY PERIOD

4.01 **Any employee who is hired by the Employer shall be on probation for their first ninety (90) calendar days of employment in the case of a full-time employee and their first sixty-five (65) days worked in the case of part-time employee. The Employer, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Articles of this Agreement.**

4.02 **Bonding Policy:** Any employee who has been found unacceptable to the Employer's bonding policy, **may be discharged and said employee shall have no recourse to the Grievance and Arbitration Articles of this agreement. A notice will be given to the Union upon termination of an employee.**

ARTICLE 5 **BASIC WORK WEEK**

5.01 The basic work schedules for full-time employees shall consist of forty (40) hours per week, to be worked in five (5) consecutive eight (8) hour shifts excluding the meal period. **An alternate shift of four (4) consecutive ten (10) hour shifts may be arranged if mutually agreed to between the Employer and employee. If any change from the foregoing basic work week schedules is instituted, the employee so affected shall receive at least two (2) week's advance notice of such change.**

5.02 **Work Schedules:** The Employer shall post, at each location, a weekly work schedule for all employees not later than Thursday noon for the period of two (2) consecutive weeks. Each week thereafter the current schedule shall be removed and replaced with another schedule for the week following the week already posted. There will always be a two (2) consecutive one (1) week schedule posted on the bulletin board

Schedules shall include the starting and quitting times of each shift that is to be worked by employees in the bargaining unit. If the new schedule is not posted by Thursday noon, then the schedule already posted shall apply for the following week. Schedules may be changed without notice in the event of emergencies such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases at least forty-eight (48) hours' notice of change must be given.

5.03 **No Split Shifts:** With the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

5.04 **Part-time Scheduling and Call-in:** Part-time employees shall be scheduled or called in to work according to their seniority and the employee's availability.

Part-time employees **who** are called in to work, shall be guaranteed three (3) hours' pay.

5.05 The Employer may hire full-time employees who will be scheduled forty (40) hours per week but may have different starting times each day and may not have two (2) consecutive days off. The Employer may hire up to twenty-five (25%) per cent (rounded off to the next highest) of the entire work force in this capacity. No current employee will be required to fill these positions nor will any current employee suffer any loss of hours because of this classification. **The Employer shall offer this full-time opportunity to part-time employees prior to hiring new employees.**

5.06 With prior management approval, employees will be allowed to trade shifts provided the Employer is notified in writing at least twenty-four (24) hours in advance (or such other shorter time frame as is mutually agreed) and further provided no overtime is incurred. Both employees involved in the trade must sign the shift trade form confirming their agreement to the trade. Failure to show up for the shift as agreed may result in disciplinary action.

5.07 **Time Clock:** The Employer shall provide each location with time sheets or time clocks in order to enable employees to record their time for payroll purposes. The Employer is to provide a copy of such time sheet or time clock recording to the Union, upon request.

5.08 All employees will receive **eleven (11)** hours off between scheduled shifts, unless the employee agrees otherwise.

5.09 Employees, when required to report for work and not sufficient work is available, shall be guaranteed four (4) hours' pay in lieu thereof, at their regular hourly rates of pay. This **sub-article 5.09** does not apply where the Employer is unable to provide work for any employee because of fire, lightning, power failure, storms or similar causes beyond the control of the Employer resulting in the stopping of work or where the Employer has contacted the employee **at least two (2) hours** before the scheduled start of the employee's shift.

ARTICLE 6 MEAL AND REST PERIODS

6.01 Employees scheduled three (3) hours or more in any one (1) day shall receive one (1) rest period with pay. Employees scheduled six (6) hours or more in any one (1) day shall receive two (2) rest periods with pay. **Employees scheduled eight (8) hours any one (1) day shall receive two (2) rest periods with pay and one-half (½) hour unpaid meal period.** Employees scheduled ten (10) hours in any one (1) day shall receive three (3) rest periods, **with pay.**

Any employee working two (2) eight (8) hour shifts in any one (1) day shall receive, in each shift, two (2) rest periods with pay **and one-half (½) hour unpaid meal period.** Rest periods shall be fifteen (15) **minutes'** duration and scheduled by the Employer as near as practicable to the midway point of the **shift.**

6.02 The times of such rest, and meal periods shall be by mutual agreement, but in no event shall an employee be required to take a rest period within one (1) hour of **their** starting or quitting time or within one (1) hour of **their meal** period.

In the event an employee is required to work through **their** meal period **they** shall be compensated at the applicable rate of pay for such time worked or may, at the sole discretion of the Employer, be granted during that shift an amount of time off, without pay, equivalent to the time worked.

6.03 The Employer agrees to maintain a meal, rest and change facility for the use of the employees.

6.04 No employee shall work more than five (5) hours without getting a meal **or rest** period.

6.05 The Employer agrees not to schedule an employee's meal period prior to the completion of two and one-half (2½) hours of work.

ARTICLE 7 OVERTIME

7.01 All time worked in excess of forty (40) hours in a week or eight (8) hours (or ten (10) hours, if applicable) in a day shall be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.

7.02 Overtime at the rate of time and one-half (1½) the full-time employee's regular rate of pay shall be paid for all hours worked if they are called in to work on their regularly scheduled day off or for all hours worked beyond the conclusion of their regularly scheduled shift (eight **(8)** or ten **(10)** hours, where applicable).

7.03 Overtime shall be by mutual agreement between the employees and the Employer with the most senior employee on the shift in the same job classification who has the ability to do the normal functions of the job being requested first and thereafter in decreasing order of seniority, if **they** wish to work the overtime. If no employee wishes to work the overtime, the Employer shall assign **the most** junior employee on the shift who is capable of performing the work and this person must then work the overtime.

7.04 In the event of a general holiday as defined in Article **8** occurring during any week, for the purpose of overtime payment, the work week shall be reduced by eight (8) hours (or ten (10) hours, if applicable) for each such holiday occurring within the week. Overtime pay will then be paid for all hours worked in excess of such reduced work week.

7.05 Any employee who works more than **three (3)** hours of overtime in any one (1) day will receive an additional **fifteen (\$15.00)** dollar meal allowance.

ARTICLE 8 GENERAL HOLIDAYS

8.01 The following days shall be recognized and considered as paid General Holidays:

- | | |
|-----------------|----------------------|
| New Year's Day | Louis Riel Day |
| Good Friday | Victoria Day |
| Canada Day | Terry Fox Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

In addition to the aforementioned holidays, the Employer agrees to grant any other day or part day proclaimed by the Federal or Provincial Government as general holidays for the purpose of this Agreement.

The above holidays shall be observed on the day generally recognized in the area.

In order for an employee to receive general holiday pay, **they** must not have been voluntarily absent from work on the scheduled work day prior to **or** following such holiday.

8.02 In a week in which one (1) general holiday occurs, the normal basic work week for full-time employees shall be reduced by eight (8) or ten (10) hours for said holiday.

8.03 In a week in which two (2) general holidays occur, the normal basic work week for full-time employees shall be reduced by sixteen (16) (or twenty (20)) hours for said holidays.

8.04 If an employee is required to work on any of the above mentioned holidays, they shall receive time and one-half (1½) their regular rate for all hours worked on each General Holiday worked, in addition to their regular holiday pay.

8.05 The Employer shall post a General Holiday work schedule for each General Holiday which contains the start and end time of each shift required, consistent with the needs of the business. The Employer shall have the completed schedule finalized and posted at least fourteen (14) days prior to the General Holiday. Employees by seniority, shall indicate which General Holiday and shift they choose to work. If there are not enough employees who have signed up to work the General Holiday, then the Employer retains the right to schedule those employees who are regularly scheduled to work on the day of the week the General Holiday occurs by reverse order of seniority in order to meet the needs of the business.

Notwithstanding sub-article 5.08, employees may not receive eleven (11) hours off between the General Holiday worked and their next scheduled shift.

8.06 **Part-time General Holiday Pay:** Part-time employees who average twenty (20) hours per week in the four (4) weeks preceding the week of a general holiday shall receive a minimum of six (6) hours general holiday pay for each of the general holidays listed in **sub-article 8.01** of this Agreement.

Part-time employees who average ten (10) hours per week but less than twenty (20) hours per week in the four (4) weeks preceding the week of the general holiday shall receive a minimum of four (4) hours' pay for each of the general holidays listed in **sub-article 8.01** of this Agreement.

Any part-time employee averaging less than ten (10) hours **or more than twenty (20) hours** per week will be paid in accordance with the Employment Standards Act.

ARTICLE 9 VACATIONS

9.01 **Vacation Schedule:** A vacation request form will be posted during the month of March and all employees who are entitled to request vacations shall indicate on the forms the dates they wish to have vacations. Employees' vacations shall be scheduled in accordance with seniority. However, after said postings, any further scheduling shall be on a first-come first-served basis.

9.02 During the months of July and August of each year, the scheduling of vacations may not be possible. The Employer shall use their best efforts to accommodate the wishes of the senior employees during these peak months.

9.03 No employee shall take more than three (3) consecutive weeks of vacation within any ten (10) week period. Pursuant to business needs, the employer may limit the amount of employees per classification allowed to go on vacation at the same time to one.

9.04 Employees may use up to ten (10) vacation days per year taken in **one (1) or more** day increments. Vacation time taken in **one (1) or more** day increments may be requested during the month of March however vacation requested in full week increments will take precedent over **one (1) or more** day increment requests. **One (1) or more day requests shall be on a first come first served basis.**

9.05 When a holiday occurs during an employee's vacation, an extra day's vacation pay will be paid, or a day off will be given, in lieu of pay, by mutual agreement between the employee and the Employer.

9.06 Employees with three (3) or more weeks of vacation can carry over a maximum of five (5) days of vacation entitlement into the next vacation year. These said vacation days are non-cumulative; under no circumstances will an employee be allowed to carry over more than five (5) vacation days per vacation year.

9.07 Full-time Employee Vacation: Full-time employees who, on May 1st of each year, have less than one (1) year of continuous service with the Employer since their most recent date of hire shall receive vacation pay in an amount equal to four (4%) percent of their total gross earnings during the period of employment for which no vacation allowance has been paid, up to May 1st. Said employees shall be allowed up to two (2) weeks of vacation time off without pay.

Full-time employees who, on May 1st of each year, have one (1) year of continuous service but less than five (5) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of two (2) weeks' vacation with pay at their regular hourly rate of pay or four (4%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form, effective as of January 1, 2019.

Full-time employees who, on May 1st of each year, have five (5) years of continuous service but less than ten (10) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of three (3) weeks' vacation with pay at their regular hourly rate of pay or six (6%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form, effective as of January 1, 2019.

Full-time employees who, on May 1st of each year, have ten (10) years of continuous service but less than eighteen (18) years of continuous service with the Employer since their most recent date of hire, shall receive the greater of four (4) weeks' vacation with pay at their regular hourly rate of pay or eight (8%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form, effective as of January 1, 2019.

Full-time employees who, on May 1st of each year, have eighteen (18) years or more of continuous service with the Employer since their most recent date of hire, shall receive the greater of five (5) weeks' vacation with pay at their regular hourly rate of pay or ten (10%) percent of their total annual gross earnings paid to them during the previous calendar year ending December 31st as shown on their T-4 tax form, effective as of January 1, 2019.

9.08 If a full-time employee, who is eligible for sick leave with pay under Article 17, becomes hospitalized **or confined to their home** due to a serious illness or injury while on vacation, the employee may file a claim for short term disability benefits with the Employer's group insurance carrier.

If the Employer's insurance carrier approves the short term disability claim, the employee may request, following the employee's return to work, that the balance of **their** vacation time remaining from the day the insurance carrier commences short term disability benefits for the illness or injury to the end of the scheduled vacation be rescheduled.

Rescheduling of the vacation time will be subject to the needs of the Employer, and other **bargaining unit** employees' previously scheduled vacation, without regard for seniority. Said days must be used before the end of the current vacation period.

9.09 Employees entitled to two (2), three (3), four (4) or five (5) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%) percent, six (6%) percent, eight (8%) percent or ten (10%) percent as the case may be, of their total gross wages during the period of employment for which no vacation allowance has been paid.

9.10 Part-time Employee Vacation: Part-time employees shall be entitled to receive vacation pay in an amount not less than four (4%) percent of their **total gross wages on each pay cheque.**

9.11 Part-time employees who has been employed by the Employer for five (5) or more continuous years' service shall receive vacation pay in an amount of six (6%) percent of their **total gross wages on each pay cheque.**

9.12 Upon written request of the employee, the Employer shall grant time off for vacation purposes without pay to part-time employees based on the full-time employees' schedule of vacation entitlements. Time off to be subject to business considerations.

9.13 Part-time employees proceeding to full-time employment shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

For example: if a part time employee becomes full time with six thousand, seven hundred and twenty five (6725) hours, the Employer will take six thousand, seven hundred and twenty five (6725) hours divided by two thousand and eighty (2080) hours – giving the employee three point two (3.2) years of credit towards future vacation entitlements.

ARTICLE 10 MANAGEMENT RIGHTS

10.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives which the Employer had prior to the execution of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees, to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, and suspend employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit.
- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the standards of production; the subcontracting of work; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees, the use of improved methods, machinery and equipment; whether there shall be overtime work; the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. And generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Employer.

10.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 11 NOTICE OF LAYOFF/CLOSURE/TERMINATION

11.01 In the event a seniority employee is permanently laid off and/or terminated other than for just cause, or in the event an seniority employee is terminated due to the complete closing of a location, such employee shall be entitled to the period of notice, or pay for same period in lieu of notice as required under the *Employment Standards Code*.

It is understood that the aforementioned notice requirements shall not be required if such employee has been hired for a definite term or task; has been temporarily laid off; has been terminated for just cause; or has been offered reasonable alternate work.

Part-time employees referred to above will receive, when receiving pay, two (2%) percent of their previous years' gross earnings for each week of pay in lieu of notice.

11.02 **Employee Notice to Terminate:** In the event an employee desires to terminate **their** employment with the Employer, **they** shall provide the Employer with one (1) pay period notice.

ARTICLE 12 EMPLOYER AND UNION COOPERATION

12.01 The Employee agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper notification in case of absence, conduct on the job, and all other reasonable rules and regulations, established by the Employer.

12.02 The employees agree to cooperate with the Employer in maintaining and improving safe working conditions and good housekeeping of the working area and caring for equipment and machinery.

12.03 The Union agrees to cooperate, requested by the Employer, in correcting inefficiencies of its members which might lead to discharge.

12.04 The Employer 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.

ARTICLE 13 NO STRIKE OR LOCKOUT

13.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union or any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference

with work or production which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes or secondary boycotts, and the Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 14 UNION REPRESENTATIVE'S VISITS

14.01 Duly authorized full-time representatives of the Union shall be entitled to visit the Employer's operations for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented. A Shop Steward shall be entitled to accompany the full-time Union Representative at all times during such visits and all such time spent by the Shop Steward shall be considered time worked. The Union agrees that there will be no undue disruption of the work force during such visits.

14.02 **The Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Employer shall allow up to fifteen (15) minutes of paid time per employee in order to meet with the Union Representative, so long as such meeting does not interfere with the operation of the business. Operations and facilities permitting, the discussion will be in private.**

ARTICLE 15 SHOP STEWARDS

15.01 The Employer shall recognize a total of **four (4) Shop Stewards, one (1) per location**, appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management.

15.02 **The Union agrees to provide the Employer with the names of the Shop Stewards, in writing, and of any changes that may occur from time to time.** Failure to so inform the Employer in writing shall mean that the Employer shall not be obliged to recognize such **Shop Stewards**.

15.03 **Authority of Shop Steward:** The authority of the **Shop Steward** designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) Investigation and presentation of grievances in accordance with the provisions of the Agreement during **their** working hours, without pay after one-half (½) hour, upon appointment with **their** supervisor or the Employer's representative.

- (b) The transmission of such messages and information which shall originate with and are authorized by the Union Representative, provided such messages and information had been put in writing or, if not in writing, are of a routine nature and do not involve work stoppage, slowdowns or any other interference with the Employer's business.

ARTICLE 16 LEAVE OF ABSENCE

16.01 Leave of absence shall mean an absence from work up to thirty (30) days requested by an employee and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. Leave of absence shall be permissive only and shall be without pay or any other form of compensation, and a full-time employee shall not work in any other position, except for such position as referred to in **sub-article 16.05** (full-time Union Leave). A part-time employee on leave of absence shall not work for any competitive Employer during such leave. Any leave of absence may be extended by mutual agreement.

An employee may accept alternate employment during a leave of absence, if the employee agrees to same, in writing, prior to the commencement of such alternate employment and further providing that such alternate employment is not with any of the Employer's competitors.

16.02 The Employer may grant leave of absence to any employee for legitimate personal reasons. Business needs permitting, granting of such leave of absence will not be unreasonably withheld.

16.03 If an employee is unable to report for work at the expiry of **their** leave of absence, **they** shall notify the Manager **five (5) days prior to** the start of **their** next shift.

16.04 **Union Convention/Conference/Education Leave:** The Employer agrees to allow time off work without pay for **employees** to attend Union convention/**conferences and/or education seminars** for a period of not more than a **total of fifteen (15) working days per year**. Requests for more than one (1) **employee at any one (1) time** shall be decided by mutual agreement between the Employer and the Union. The Union will give the Employer two (2) weeks' notice in regard to such request to attend conventions/ **conferences and/or education seminars**. The Employer agrees to pay employees who attend Union conventions/**conferences and/or education seminars** as if they had worked and then to bill the Union accordingly. The Union agrees to reimburse the Employer in a timely manner.

16.05 The Employer 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 twelve (12) 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 or gain seniority upon **their** return to work. It is understood that such employee shall not be utilized in the organization or representation of employees in the Car Rental Industry. If such employee is used in such capacity, **they** shall be deemed to have severed **their** employment with the Employer voluntarily.

16.06 **Negotiation Committee Leave:** The Employer shall allow two (2) employees time off with pay and without loss of benefits and seniority for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer shall pay eight (8) hours' for each day to said employees to a maximum of five (5) days that they are required to be in attendance at negotiations. Such pay shall be applied if the employee is regularly scheduled to work on the day of the negotiations or the Employer otherwise agrees to revise the employee's schedule for that week to attend the negotiations such that the Employer does not incur overtime.

16.07 **Maternity Leave of Absence:** A female employee who has completed seven (7) consecutive months of employment with the Employer who submits an application in writing for maternity leave at least four (4) weeks (or such shorter period as her doctor determines) prior to the date specified by her in her application as the date on which she wishes to commence such leave and who provides the Employer with a certificate of a duly qualified physician that she is pregnant and specifying the estimated date of delivery shall be granted maternity leave consisting of seventeen (17) consecutive weeks. Upon expiration of such leave the employee shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits and without loss of seniority provided such employee first provides to the Employer a certificate of a duly qualified physician certifying the employee to be medically fit to work.

Accumulated benefits required because of a medical condition directly attributable to pregnancy will be granted to female employees under the same conditions as benefits are granted to other employees. It is understood that sick leave benefits and other benefits are not payable for absences due to pregnancy alone.

Parental Leave**(A) Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural **parent** of a child **or assumes actual care and custody of their newborn child, or**
 - (ii) adopts a child under the law of a province; and
- (b) who completes seven (7) consecutive months of employment with the employer; and
- (c) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

- (B) Commencement of Leave:** Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. If the employee meets the requirements set out above, the employee may decide when such parental leave will commence.

If an employee intends to take parental leave in addition to maternity leave such leaves shall be consecutive unless the employee and the Employer make other arrangements, in writing.

- (C) Late Application for Parental Leave:** When an application for parental leave is not made in accordance with the requirement of (c) above, the employee is nonetheless entitled to, and shall be granted upon application to the Employer, parental leave for that portion of the leave period that remains at the time the application is made.

- (D) **Reinstatement of Employee:** An employee who wishes to resume employment on the expiration of parental leave shall be reinstated by the Employer in the position occupied by the employee at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

16.09 **Child Bearing Support:** An employee whose spouse gives birth to a child shall be granted **three (3)** days off with pay to be taken on the date of birth of the child or within ten (10) days thereafter. **The Employer also agrees to grant additional time off without pay, up to seven (7) calendar days, to said employee if they so desire. Child Bearing Support leave shall be in addition to any parental leave the employee may be entitled to.**

16.10 **Compassionate Care:** Employees may request time off for Compassionate Care purposes and if so, shall be granted a leave of absence or absences which shall not exceed **twenty-eight (28)** weeks in total. Said Compassionate Care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the Compassionate Care leave, the employee shall be eligible for Bereavement leave as per Article 18 of this Collective Agreement.

16.11 **Domestic Violence Leave**

Employees who have been employed for at least ninety (90) days and are victims of domestic violence shall be entitled to Domestic Violence Leave with pay.

Employees may use Domestic Violence Leave to:

- (a) **seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;**
- (b) **obtain services from a victim services' organization;**
- (c) **obtain psychological or other professional counselling;**
- (d) **temporarily or permanently relocate to a safe place;**
- (e) **seek legal help or law enforcement assistance, including participating in any civil or legal proceeding related to the domestic violence.**

There are two (2) parts to Domestic Violence Leave. One (1) part of the leave allows employees to take up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.

Employees are entitled to be paid to a maximum of five (5) days of Domestic Violence Leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee shall be no less than the wages they would normally earn for their regular hours of work.

An employee wishing to take Domestic Violence Leave must give the Employer as much notice as is reasonable and practicable in the circumstances. The Employer may require the employee to provide reasonable verification of the necessity of the leave.

An employee taking Domestic Violence Leave, who has accrued sick leave credits, may use such sick leave credits to fund all or part of the Domestic Violence Leave.

Employees may end the leave earlier than seventeen (17) weeks by giving the Employer two (2) weeks' notice in writing before the day they intend to return to work. Employers and employees may agree to a different schedule for returning to work.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, unless the Employer lays off the employee or terminates their employment or fails to reinstate for reasons unrelated to the leave.

16.12 Protected Leaves of Absence: In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Code*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Code* (Manitoba) and Regulations. Such leaves include but are not limited to:

- (a) Long Term Leave for Serious Injury or Illness
- (b) Leave for Organ Donation
- (c) Leave for Reservists

- (d) **Leave for Citizenship Ceremony**
- (e) **Leave Related to Death or Disappearance of a Child**
- (f) **Leave Related to Critical Illness**

16.13 Any leave of absence will be in writing and no such leave of absence will affect any employee's seniority rights when used for the purpose granted provided **they** return to work at the expiration of **their** leave.

16.14 Benefits will not accumulate during a leave of absence, **but benefits accumulated prior to said leave shall be retained. The maintenance of employee benefit plans during a leave of absence protected by law or leave of absence contained in the Collective Agreement for which there is no pay, shall be maintained upon payment of the full cost by the employee.**

ARTICLE 17 PERSONAL LEAVE WITH PAY

17.01 All full-time employees governed by this Agreement who have been in the employ of the **Employer** for one (1) continuous year or more as of January 1 of each year shall be entitled to a maximum of ten (10) paid sick days per year, five (5) of which will be advanced and up to five (5) of which will be earned at the rate of one (1) paid sick day per month for each month during which they are not absent due to illness. Any employee who quits or is terminated prior to having earned the advanced five (5) days will have their final pay adjusted. **All accrued, unused sick days accumulated in the calendar year will be paid out in February of the following calendar year.**

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

17.03 Sick days may be used for personal reasons. Time off requested for medical and/or dental appointments will be granted provided the employee gives the Employer at least forty-eight (48) hours' written notice. It is further understood that on occasion forty-eight (48) hours' notice may not be possible, **which** will be dealt with on a case by case basis.

In the event of an illness or injury occurring to an employee's spouse (including common law or same sex partner), parent or child that requires the attention of a physician, the employee may utilize accumulated paid sick leave entitlements. The purpose of this leave shall be to enable the employee to attend to the needs of themselves or their ailing spouse (including common law or same sex partner), parent or child. Time off requested for such purpose may be granted provided the employee gives the Employer at least thirty-six (36)

hours' written notice. It is further understood that on occasion thirty-six (36) hours' notice may not be possible, which will be dealt with on a case by case basis.

17.04 Once a part-time employee works **eight hundred (800)** hours in a calendar year, **they** will be entitled to three (3) personal days. Once a part-time employee works **two thousand (2000)** hours in a calendar year, **they** be entitled to two (2) additional personal days. The employee will have the option of accumulating unused days or receiving a **pay out** in **February of the following calendar year**.

ARTICLE 18 BEREAVEMENT PAY

18.01 Employees shall be granted time off from work with pay to a maximum of **five (5) non-consecutive** scheduled work days, in the event of a death in the immediate family. The term "immediate family" shall mean an employee's spouse (including common law spouse of the same or opposite sex), parent (including step-parent), child (including step-child), brother or sister. In addition three (3) **non-consecutive** scheduled work days with pay will be granted in the event of a death to an employee's mother-in-law, father-in-law, grandparent or grandchild.

18.02 In addition to the above, the Employer agrees to grant employees the necessary time off from work with pay, to a maximum of two (2) **non-consecutive** scheduled work days at the time of the death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

18.03 In the event the funeral of one **(1)** of the relatives specified in **sub-articles 18.01 and 18.02** is held more than two hundred and forty (240) kilometers from the City of Winnipeg, an employee who attends the funeral shall be granted time off work with pay for an additional one (1) day for the purpose of travel time.

18.04 Employees will be granted flexibility to distribute their bereavement leave entitlement over two **(2)** occasions, for the purpose of delayed interment or other ceremony, within six **(6)** months of death. The employee shall provide notice, in writing, to the Employer, of such intent.

ARTICLE 19 JURY DUTY/WITNESS LEAVE

19.01 All employees summoned to jury selection or jury duty shall be paid wages amounting to the difference between the amount paid 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 services for the rest of the day or days and fails to report back to work or if the jury services occur on the employee's scheduled day off. The Employer reserves the right to request written confirmation that the employee has been summoned for jury selection.

The Employee shall notify the Employer of their commitment prior to the schedule being posted for the time involved.

19.02 **Witness Leave:** All employees who receive a summons or subpoena to appear in court as a witness on behalf of the Employer shall be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days, provided that such days fall on a regularly scheduled working day for that employee.

ARTICLE 20 SENIORITY

20.01 Seniority shall be defined as length of continuous service with the Employer **within the bargaining unit.**

20.02 **Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.**

20.03 **Seniority in the bargaining unit shall be the governing factor in matters of promotion, demotion, layoff, reduction to part-time, rehire after layoff, filling of new positions or vacant positions, and in assigning hours provided the employee has the capability and willingness to perform the normal requirements of the job.**

20.04 Seniority shall be considered broken if an employee:

- (a) is duly discharged by the Employer and not reinstated through the grievance and arbitration procedures of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months;
- (d) is called back to work after a layoff and does not return within two (2) weeks of such notification (or up to two (2) weeks if notice to another employer is required) by the Employer by registered letter to the last known address of the employee;
- (e) fails to return to work upon the completion of an authorized leave of absence unless such failure is due to provable sickness or provable inability to communicate established by evidence satisfactory to the Employer; and

- (f) any employee transferred to a position outside the bargaining unit shall lose all seniority rights under the Collective Agreement three (3) months after the date of the transfer out of the bargaining unit, or such longer period as mutually agreed between the Union and the Employer.

20.05 The Employer, when reducing hours of work, agree **they** will not reduce the scheduled hours of the full-time employee for the purpose of replacing such hours with part-time help.

In addition to the above, part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

20.06 For the purpose of establishing a full-time seniority date, when a part-time employee is promoted to full-time status, the employee will be credited with thirty (30) calendar days' seniority or one (1) month for every one hundred and seventy-three (173) hours worked.

20.07 The Employer agrees that, in January and July of each year, a seniority list showing, in order of seniority, each employee's name and date of hire shall be **faxed or emailed** to the Union Office. A copy of the list shall be posted by the Employer in each work location on the bulletin board.

Any such list may be grieved within thirty (30) days of issuance by the Employer and, if no grievance is filed within said time, the list as prepared by the Employer shall be conclusively deemed to be accurate and correct.

ARTICLE 21 JOB POSTING

21.01 (a) Where a vacancy occurs within the bargaining unit, notice of same shall be posted within three (3) working days on the bulletin boards and shall remain posted for a minimum of seven (7) calendar days. Employees may apply in writing to fill the vacancy within the said four (4) working days. **The notice shall set forth the classification, location and the hours/days of work, which may be subject to change in the normal course**, and the wage rate applicable thereto. Where possible, the vacancy shall be filled within five (5) working days from the end of the posting period.

(b) A vacancy shall be deemed to exist whenever the Employer determines to hire new staff **or when the Employer decides, in its discretion, to fill an open position that has been vacated**. The Union acknowledges that the right of the Employer to transfer employees includes the right to transfer employees from one **(1)**

location to another within their classification and that same does not constitute a vacancy.

- (c) **A vacant shift that is filled by an employee within the existing classification will be on the basis of seniority. In the case of a vacant job that is filled by an employee promoting or transferring from another classification, where merit and ability are equal, seniority will be the governing factor in filling the job posting.**
- (d) **An employee transferred or promoted to a new classification shall be on a trial period of three (3) months. If the employee is required to revert to their former position or if the employee voluntarily decides to revert to their former position during this three (3) month trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive their former rate of pay.**
- (e) **Any employee who will be absent for longer than seven (7) consecutive days and who wishes to be considered for any vacant shift or transfers/promotion to a new classification while absent, shall advise the Employer of same and provide contact information prior to the start of their leave/vacation. Only those employees who will be returning to work within thirty (30) calendar days of the closing of the job posting will be eligible to apply.**
- (f) **A copy of each posting shall be **faxed or** emailed to the Union office with a copy to the Shop Stewards.**

ARTICLE 22 SHIFT BIDDING

22.01 The Employer may conduct a general shift bid, by classification, setting forth the hours of work and days off of each shift. The Employer 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.

The Employer will canvas after two (2) weeks of the changes being posted all employees in the classification 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 Employer.

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 Employer 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.

ARTICLE 23 WAGES

23.01 The minimum hourly rate of wages for all employees covered by this Agreement shall be as **contained in** Appendix "A" **and shall form part of this Collective Agreement**. Where an individual employee's hourly **rate of pay** is higher, such hourly rate of **pay** shall not be reduced by reason of this Agreement. The **hourly** rates of pay provided in Appendix "A" are minimum rates and apply to the job classifications and not to the individuals.

23.02 **New Job Classifications Wage Rate:** Should any new job classification or classifications become necessary during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between **the parties**; provided, however, that in the event the parties are unable to agree, the employee shall work at whatever rate shall be set by the Employer and the matter shall be submitted to arbitration as outlined in Article **26** of this Agreement, and the parties shall abide by the result of the arbitration.

23.03 **Payroll Errors:** In the event that the Employer pays an employee at an incorrect classification or rate of pay, the Employer will have the right at its sole discretion to deduct said overpayment(s) from the employee's regular pay, commissions, bonuses, outstanding vacation pay, and/or accrued benefits, in an amount equal to the overpayment. In the event that the Employer underpays an employee and the error is brought to the attention of management, the Employer will pay the employee an amount equal to the underpayment within the next two (2) pay periods. In the event that the error is not corrected in the next two (2) pay periods and the error is the fault of the Employer, the Employer will pay the employee an amount equal to the underpayment plus an additional **ten (10%) percent** on the next pay period thereafter.

23.04 **Travel Time:** Any employee who is transferred or sent, at the request of the Employer, from one (1) location to another during the regular working day, shall be paid **their** regular hourly rate for all travelling times.

23.05 Employees shall be compensated for actual expense of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is required by the Employer.

23.06 When an employee volunteers to drive cars outside the Winnipeg city limits for a distance exceeding fifty (50) kilometres, the **Employer's** policy for shuttling cars will be maintained. While the employee is so occupied, **they** will not be subject to the terms and conditions of this Agreement.

ARTICLE 24 DISCIPLINE

24.01 A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit **chosen by the employee being disciplined**, who is **at** the same **location** and readily available shall be present when **an employee** of the bargaining unit is being given a written **disciplinary notice** or discharged. **In cases of termination, the full-time Union Representative shall be notified by the Employer prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.**

24.02 Employees covered by this Agreement will have access to their own personnel file once a year, or more often if necessitated by the filing of a grievance, upon written request by the employee involved. The employee, if **they** so request, shall be given copies of all matters contained in **their** personnel file. The Employer shall keep only one (1) personnel file per employee.

24.03 The affected employee shall be given a copy of any written disciplinary **notice** which is to be entered on the employee's personnel file at the time of imposition of the discipline, with a copy to be given to the Shop Steward and **forwarded** to the Union office, both within forty-eight (48) hours.

24.04 The Employer shall remove all written disciplinary notices, except those involving allegations of harassment, from the employee's personnel file after eighteen (18) calendar months from the latest infraction. The Employer shall not be able to use any such disciplinary notices against the employee at a later date. The eighteen (18) calendar month time frame shall not include periods of layoff or periods of leaves of absence without pay.

24.05 When an employee's work performance is such that it may lead to **written** discipline or discharge and is the subject of discussion between the employee and the Employer, the **Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee who is at the same location**, shall be present.

ARTICLE 25 ADJUSTMENT OF GRIEVANCES

25.01 Any complaint, disagreement or difference of opinion between the Employer 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.

25.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) calendar days following the event giving rise to such grievance, or within fifteen (15) calendar days from the time the circumstances upon which the grievance is based were known, or should have been known, to the grievor, shall be forfeited and waived by the aggrieved party.

25.03 All grievances except those submitted by the employee to **their** immediate superior shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party. The Employer shall then reply in writing to the **grievance within seven (7) calendar days. If a satisfactory settlement has not been reached, the Union Representative and/or employee may proceed to Step 2.**

25.04 The procedure for adjustment of grievances and disputes shall be as follows:

STEP ONE: By a discussion between the employee and/or the **Shop** Steward and the employee's immediate superior and/or manager. If a satisfactory settlement cannot be reached within five (5) **calendar** days, the:

STEP TWO: The Union **Representative** or **Representatives** may take the matter up with the Employer's official or officials designated by the Employer to handle **Labour Relations** matters. If a satisfactory settlement cannot be reached, the matter may then be referred to arbitration.

25.05 In the event that a Shop Steward is not available to participate in the Step One meeting, the Step One meeting or discussion may, be conducted and the employee will be afforded the opportunity of having **the Union Representative** or any other **employee** of the bargaining unit **at the same location** present **of the employee's choosing**, during the employee's shift at the Step One meeting.

25.06 **If a satisfactory settlement cannot be reached, then upon request of either party within fourteen (14) calendar days of receiving the final written decision from either party but not thereafter, the matter may then be referred to an Arbitrator selected in accordance with Article 26.**

25.07 It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure may only be extended by mutual agreement between the Union and the Employer.

25.08 The Employer and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such Mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.

ARTICLE 26 ARBITRATION

26.01 If the Union and the **Employer** cannot reach an adjustment, upon request of either party, the grievance shall be submitted to an arbitrator. If agreement cannot be resolved within seven (7) days with respect to the selection of an **Arbitrator** by the parties, the matter shall be referred to the Manitoba Labour Board, who shall appoint an **Arbitrator**.

The **Arbitrator** shall not be deemed to be willing to act unless **they are** in the position to convene the hearing within twenty-eight (28) days from the date of **their** appointment.

The decision of the **Arbitrator** shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

26.02 The person selected as **Arbitrator** shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

26.03 The **Arbitrator** shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as **they** deem essential to a full understanding and determination of the issues involved. In reaching **their** decision, the **Arbitrator** shall be governed by the provisions of this Agreement.

26.04 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 depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

26.05 In the event of termination, discharge or suspension of an employee, the **Arbitrator** shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way **they** deem equitable.

26.06 The findings and decisions of the **Arbitrator** shall be binding and enforceable on all parties involved.

26.07 It is the intention of the parties that this **Article** shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Agreement.

26.08 The expenses and fees of the **Arbitrator** shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 27 COURT'S DECISION

27.01 In the event that any **Articles** or portions of this Agreement are determined to be improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 28 SAFETY AND HEALTH

28.01 In the event an employee is unable to complete **their** scheduled shift because of a work accident occurring on that shift, such employee shall be paid by the Employer for the remaining hours of the shift which **they** would have worked except for the accident. The aforesaid payment is conditional upon the continuation of the present situation whereby the Workers' Compensation Board of Manitoba does not pay compensation for the first day of an industrial accident.

28.02 The Employer agrees to a Safety and Health Committee which shall meet monthly and shall conduct safety tours of the Employer's operation. Such committee shall be empowered to order correction of any safety and/or health hazard in existence.

28.03 The Safety and Health Committee shall be comprised of four (4) persons, consisting of two (2) who shall be **elected and/or** appointed by the Union and two (2) who shall be appointed by the Employer.

28.04 Employees shall be paid by the Employer for all time spent in attendance during these Safety and Health Committee meetings and safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be **faxed and/or** emailed a copy of these minutes **within fourteen (14) calendar days of completion of the meeting**. The Chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

28.05 The Employer agrees to provide time off, with pay, for the purpose of allowing members of the bargaining unit to attend Safety and Health seminars, and courses or conferences for job improvements. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

28.06 **Right to Refuse:** An employee who has reasonable grounds to believe and does believe that particular work is dangerous to **their** safety and health shall report such concerns to **their** immediate supervisor and, if corrective action is not taken immediately or the Employer and the employee are unable to agree as to what corrective action, if any, is necessary, the provisions of the Workplace Safety and Health Act shall be implemented.

28.07 The Employer agrees to comply with **the Manitoba Workplace Safety and Health Act and** regulations with regards to supplies and equipment.

28.08 The parties agree that the safety and health of all employees is of the utmost importance. Posted speed limits shall be followed by all employees of Avis Budget Group at all times. In the event that speed limits are not complied with employees who violated said posted limits will be subject to disciplinary action.

28.09 The **Employer** agrees to comply with **The Employment Standards Code (Manitoba)** with respect to providing transportation to and/or from work when an employee is required to work between hours **of 12 midnight and 6:00 a.m.**

28.10 The Employer, in conjunction with the Safety & Health committee, will develop and maintain a Working **Alone** Policy in compliance with the **Workplace Safety & Health** Act and will communicate said policy to all employees.

ARTICLE 29 HARASSMENT/ABUSE

29.01 The Employer and the Union agree that harassment/**abuse** shall not be condoned in the workplace and that both parties will work together to recognize and resolve such concerns as they arise.

ARTICLE 30 DECENT LANGUAGE

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

30.02 The parties agree to collaborate with a view to rapidly correcting any situation where impolite language would be brought to their attention.

ARTICLE 31 BULLETIN BOARDS

31.01 The Employer agrees **to** 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. The garage location will have a **Union** bulletin board supplied and installed by the **Union** for the purposes of posting notices. All notices must receive prior Management approval before posting. Such Management approval shall not be unreasonably withheld.

ARTICLE 32 LOCKERS

32.01 The Employer **shall** provide lockers for the use of each individual employee to store their personal belongings during their shift.

32.02 **To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one (1) of the three (3) following circumstances:**

- (a) **in the presence of the employee, or**
- (b) **in the presence of a Shop Steward, unless a Shop Steward is not readily available, in which case, in the presence of another bargaining unit employee; or**
- (c) **in the presence of a Police Officer.**

ARTICLE 33 WEARING APPAREL

33.01 Appropriate jackets, hats, parkas and up to two (2) pairs of lined winter gloves in appropriate sizes per winter season, per service agent, raincoats (sufficient numbers available), are to be supplied by the Employer and are to remain the property of the Employer.

33.02 Summer apparel for service agents, consisting of short sleeve summer shirts will be supplied by the Employer in appropriate sizes.

33.03 The Employer agrees to keep parkas and other clothing in good repair and to dry clean parkas as necessary.

33.04 **Boot Allowance**: The Employer will reimburse all employees who have completed their probationary period up to **one hundred and forty (\$140.00)** dollars with paid receipts towards the purchases of slip-resistant shoes, boots, **and in-soles** once each calendar year. Employees shall be expected to wear such footwear while at work.

33.05 The Employer agrees to provide belts and/or harnesses to those service agents who are required to carry a two way radio. **The Employer shall provide working flashlights.**

ARTICLE 34 CASH SHORTAGES

34.01 No employee **shall** be required to make up cash shortages.

ARTICLE 35 AUTOMOBILE DAMAGE

35.01 Employees will not be held financially liable for vehicle damage. **In the event that damage to the Employer's vehicle is caused by an employee's negligence, the employee may be subject to disciplinary action.**

ARTICLE 36 DRIVER'S LICENCE

36.01 All employees shall supply to the Employer a photocopy of the entire face of the validated driver's licence certificate on an annual basis at the time their driver's licence is renewed. Any employee who fails to do so shall not be scheduled to work until such time as the required photocopy is supplied.

Any employee who has had **their** driver's licence suspended or revoked shall report same to the Employer immediately. Failure to immediately report any driver's licence suspension or revocation may, in the discretion of the Employer, result in termination of employment and such termination shall be deemed for just cause.

Any revocation or suspension of a driver's licence which is not appealed by the employee, or where the employee has lost that appeal may, in the discretion of the Employer, result in the employee being suspended without pay or benefits for a period of time equal to the period of time for which the employee's driver's licence has been suspended. Prior to being reinstated by the Employer, the employee must produce evidence satisfactory to the Employer of having obtained a new driver's licence.

Any employee who appeals the revocation or suspension of **their** driver's licence shall receive a leave of absence without pay, until such time as **their** appeal is finally determined. In the event that the employee's appeal is **completely** successful, the Employer shall, reinstate the employee without loss of seniority.

ARTICLE 37 DURATION

37.01 This Agreement shall be in effect from May 1, **2018** to April 30, **2021**, and shall remain in effect until, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such agreement or to negotiate a revision thereof.

37.02 **Conciliation:** The Employer and the Union agree that at any time during the negotiation process either party may request the use of a mutually acceptable Conciliation Officer in their attempts to negotiate revision of the Collective Agreement. It is expressly understood and agreed between the parties that any such Conciliation Officer has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matters in dispute. All expenses and fees that may be incurred by such Conciliation Officer shall be borne equally by the Employer and the Union. Unless otherwise mutually agreed to between the Employer and the Union, this procedure may only be used in situations where Conciliation services are not available through provincial legislation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018.

FOR THE UNION

FOR THE EMPLOYER:

APPENDIX "A" WAGES

CLASSIFICATIONS AND WAGES

A-1 Classifications and Hourly Rates of Pay

Service Agent

	Current	1-May-18	9-Jul-19	1-May-20
Start	\$11.25	\$11.75	\$12.50	\$12.50
After Probation	\$11.40	\$11.87	\$12.55	\$12.55
12 Months	\$11.56	\$12.04	\$12.70	\$12.70
24 Months	\$11.82	\$12.34	\$12.95	\$12.95

Rental Sales Associate

Rapid Return Agent

	Current	1-May-18	1-May-19	1-May-20
Start	\$11.56	\$12.50	\$12.50	\$12.50
After Probation	\$11.82	\$12.63	\$12.63	\$12.63
12 Months	\$12.07	\$12.81	\$12.81	\$12.81
24 Months	\$12.33	\$13.13	\$13.13	\$13.13

- Employees who are overscaled as of May 1, **2018**, shall receive a **three (3%)** percent wage increase.
- Employees who are at the top of the wage scale or overscaled as of May 1, **2019**, will receive a **two point seven five (2.75%)** percent wage increase.
- Employees who are at the top of the wage scale or overscaled as of May 1, **2020**, will receive a **three (3%)** percent wage increase.

A-2 Retroactive Pay

All employees in the bargaining unit shall receive full retroactive pay to May 1, **2018** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

A-3 Lead Hand

Any employee who is designated by the Employer, in writing, as a Lead Hand shall have **their** shift assigned and will receive an additional **one dollar and thirty-five cents (\$1.35)** per hour premium in addition to **their** normal rate of pay for each hour **or portion of an hour** so assigned.

A-4 Night Shift Premium

Any employee who works between 8:00 pm and 6:00 am shall receive an additional twenty five (**25¢**) cents per hour premium in addition to **their** normal rate of pay for each hour **or portion of an hour** so assigned.

A-5 Increment Increases/Part-time Employees

For the purpose of applying Appendix A-1 to part-time employees, it is agreed that one (1) year is equal to fourteen hundred (1400) hours worked and/or paid.

A-6 Minimum Wage Gap

In the event the Province of Manitoba changes the minimum wage during the life of this Agreement, the start rate and any other progression rate less than twenty-five (25¢) cents above the new minimum wage will be increased to twenty-five (25¢) cents above the new minimum wage effective the date of the minimum wage increase. **The wage scales above the affected start rate will also be increased so as to create a ten (10¢) cent spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the Collective Agreement scale is higher than the adjusted scale.**

A-7 Lump Sum Payments

All overscaled Rental Sales Associate and Rapid Return Agent employees shall receive a four hundred (\$400.00) dollar lump sum payment.

All overscaled Service Agent employees shall receive a one hundred and fifty (\$150.00) dollar lump sum payment.

This lump sum payment **shall** be paid within **two (2)** pay periods **from the date of ratification of this Collective Agreement and shall be paid separate and apart from their normal earnings.**

APPENDIX "B"

HEALTH AND WELFARE BENEFITS

B-1 The Employer agrees to maintain the following benefits for eligible employees, consistent with the Employer's national plan and contribution levels:

- Life Insurance and Accidental Death & Dismemberment
- Income Protection
- Dental Plan
- Retirement Plan
- Free Vacation Car Rental
- Educational Reimbursement Plan
- Vision Care

Changes may only be made to the benefit plan when such changes are made on a national basis.

Employees are eligible for said benefits provided they have **completed** three (3) months of **continuous service with the Employer and work a minimum of thirty-two (32) hours per week**. Benefits are effective the first full month following achievement of eligibility.

B-2 Group Retirement Program - Registered Retirement Savings Plan (RRSP) and Deferred Profit Sharing Plan (DPSP)

The employer agrees to maintain the group retirement RRSP & DPSP for eligible employees, consistent with the Employer's national plan and contribution levels.

LETTER OF UNDERSTANDING

BETWEEN:

AVIS BUDGET CAR RENTAL CANADA ULC, DOING BUSINESS AS AVISCAR, INC., BUDGETCAR, INC., in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

The parties agree that this Letter of Understanding **shall** form part of the Collective Agreement.

(1) **Identification Cards**

If Transport Canada requires employees to wear identification cards at the Winnipeg **James Armstrong Richardson** International Airport location, and Transport Canada does not provide such cards, the Employer agrees to provide same at no cost to the employees.

(2) **Incentive Programs**

If the Employer establishes a Service Agents incentive program, the Employer agrees to meet with the Union to discuss the incentive program for Service Agents.

The incentive program for Rental **Sales** Associates will be consistent with the current **Employer** policy.

The Employer may institute a Rental Sales Associate Incentive Program solely **authored** by the Employer. Modification and retention of said program is strictly at the Employer's discretion. The Union will be notified of any planned changes to the Rental Sales Associate Program and if or when the plan will be discontinued.

(3) **Employee Parking**

The Employer will attempt to designate sufficient space in the Employer's parking lot to allow for full employee parking.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2018.

FOR THE UNION

FOR THE EMPLOYER:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the Union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **Avis Budget Car Rental Canada ULC, doing business as Aviscar, Inc. ("Avis")** and **Budgetcar, Inc. ("Budget")** contain the following statements:

"The Employer agrees, 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. New employees shall become members within the first **ten (10)** calendar days of employment. The Employer agrees to notify the Union of all new employees at least every month.

"The Employer agrees to provide to each new employee and rehired employee at the time of employment with Exhibit One, as attached to this Agreement. The Union will bear the expense of printing and mailing Exhibit One, the contents to be such that it is acceptable to the Employer. **The Employer shall forward a copy of the completed Exhibit One form to the Union within ten (10) calendar days from the date of hire or rehire of the employee.** "

"All employees will be deducted the appropriate dues and initiation fees from their first day of employment."

"The regular Union dues and any initiation fees shall be deducted each pay day and remitted to the Secretary-Treasurer of the Union within twenty-one (21) calendar days after the completion of the Employer's monthly accounting period. The dues remittance statement shall give the employee's name, address, date of hire, rate of pay **classification, status, date of birth, gender and Social Insurance Number.**"

Below is a sample Membership Application that must be filled out immediately and returned to your Employer so it can be forwarded to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as requested. (Cross out if you do not agree.)	
COMPANY NAME	DEPARTMENT/NO.	EMPLOYMENT/NO.			
CLASSIFICATION	EMPLOYER	FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	OTHER <input type="checkbox"/>	
Thereby, my application for membership in the United Food & Commercial Workers International Union and herein the above statements are true. I agree that all monies paid by me shall be forfeited and used for the purposes of the Union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitments from third parties that receive personal information from the Union and my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.