

COLLECTIVE AGREEMENT

BETWEEN



**(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)
(HEREINAFTER REFERRED TO AS THE "UNION")**

AND



**HERTZ CANADA LIMITED (VICTORIA)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

TERM:

April 1, 2019 – March 31, 2023

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ARTICLE 1 – PREAMBLE

Purpose of Agreement

This Agreement is to maintain a harmonious relationship between the Employer and the Union and between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment, to provide for an amicable method of settling differences which may from time to time arise, and to promote the mutual interest of the Employer and its employees; and in recognition whereof the parties agree to the contract as follows.

ARTICLE 2 - INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with applicable provincial and federal laws.

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

2.04 Incorporated Documents

All letters of agreement, understanding or intent signed by and between the Employer and the Union and attached to this Agreement shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing and shall so apply.

2.05 Impact of Employment Standards of British Columbia

Nothing contained in the Agreement shall be construed or applied in any manner giving rise to any term(s) and/or condition(s) of employment which are less favorable to any Employee(s) than the provisions of the Employment Standards Act of British Columbia, or any successor legislation.

ARTICLE 3 - DEFINITION OF EMPLOYEES

3.01 Full Time Regular Employees

A Full Time Regular Employee is a person who is employed on a full time basis and has completed the probationary period. Full Time Regular Employees shall be covered by all of the terms and conditions of this agreement except those which apply specifically and exclusively to part time regular employees or casual employees as the case may be.

3.02 Part Time Regular Employees

- (a) A part time regular employee is an employee hired to work regular hours or days but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period. A part-time regular employee shall not be scheduled more than thirty-two (32) hours per week except in the case of a new shift schedule or a voluntary shift change between 2 employees occurs. Part-time regular employees shall be covered by all conditions of this Agreement, except those which apply specifically and exclusively to Full Time Regular or Casual Employees as the case may be, or as otherwise specifically noted in this Agreement:
- (b) It is agreed that wherever under this Agreement any entitlement for any Part Time Regular Employee(s) is to be determined on a pro-rata basis, such pro-ration shall be calculated by using the number one thousand nine hundred and ninety-two (1,992) hours as the "full-time equivalent" for any one year period.

3.03 Casual Employees

"Casual Employee" means an Employee hired in accordance with this Agreement to work on a full time or part time basis to a) replace an incumbent Full Time Regular or Part Time Regular Employee who is absent from work for any reason, or b) for unusual or seasonal peak work loads (seasonal being between May 15 to and including Labour Day), and hired for a maximum of (90) calendar days.

ARTICLE 4 - UNION RECOGNITION

4.01

The Employer recognizes the Union and its authorized representative(s) as the sole and exclusive representative(s) of all employees for which the Union's Certificate of Bargaining Authority has been issued by the Labour Relations Board of British Columbia, except those categories specifically excluded by this Agreement.

4.02 Application of Agreement

- (a) This Agreement applies to all employees within the bargaining unit as defined in this Agreement.
- (b) Where the Employer establishes a new position and a dispute arises as to whether the new position is within the bargaining unit covered by this agreement, either party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of this Agreement.
- (c) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive bargaining agent where such employees are required to perform their work functions anywhere within the province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

ARTICLE 5 - UNION SECURITY

5.01 Security of Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit Employees except to overcome immediate, short term cases of absenteeism, emergencies, training or unexpected peak rental periods and when bargaining unit employees capable of performing the work are not available.

Emergencies: to be defined as an unforeseen combination of circumstances resulting in immediate action needed.

5.02 No Contracting Out

The Employer shall not contract out any bargaining unit work if such contracting out will result in the displacement or lay-off of any bargaining unit Employee.

ARTICLE 6 – UNION MEMBERSHIP AND DUES

6.01 Union Membership

- (a) All Employees covered by this Agreement shall, as a condition of employment become and remain members of the Union. New Employees, hired after the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.
- (b) The Employer shall advise the Union of all such newly hired Employees within fifteen (15) calendar days of the date of their employment.

6.02 Union Dues Authorization

Each Employee in the bargaining unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's pay the amount of the regular monthly dues, any other dues, assessments and any initiation fees owing and payable to the Union as established by the Union.

6.03 Union Dues and Other Deductions

- (a) The Employer shall, as a condition of employment, deduct from the pay of each Employee in the bargaining unit the amount of the regular monthly or any other dues including, but not limited to, initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article.

6.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by no later than the fifteenth (15) day of the calendar month following the date of deduction and shall be accompanied by information specifying the names of the Employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

6.05 Record of Union Deductions (T4 Slips)

The Employer shall supply each Employee, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each Employee prior to March 1 of the succeeding calendar year.

6.06 Religious Objections

The parties agree that Section 17 of the Labour Relations Code of British Columbia, or any equivalent successor legislation, shall govern any disputes which arise because a person, on religious grounds, refuses to pay to the Union any of the initiation fees, dues or other assessments otherwise prescribed by this Article.

ARTICLE 7 – UNION REPRESENTATION, VISITATION AND JOB STEWARDS

7.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the Employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.
- (c) It is understood and agreed that unless otherwise provided by this agreement, the cost of time off from work for Union representatives while carrying out union duties, for example; "Executive Council, Executive Board and/or Union Training", referred to in 7.01(a) and 7.01(b) will be reimbursed to the Employer by the Union.

7.02 Union Access to Employees

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes or other Union business, provided however that the union representative first notifies and obtains prior approval from the Employer's representative in charge of the establishment, and provided further, that such visitation shall not interfere with conduct of the Employer's business. Permission for such access shall not be unreasonably denied.

7.03

The Employer shall recognize two (2) Job Steward(s) and one (1) alternate for the unit. The Union will notify the Employer of the names of such Stewards and alternate in writing immediately upon their appointment.

7.04

The Authority of Job Stewards and/or alternates shall be limited to the following activities:

- (a) The investigation and presentation of grievance matters or complaints which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer.

7.05

The Job Steward(s) shall investigate and process grievances during regular working hours, without loss of pay. Before leaving the steward's place of work or duties to assist an employee or confer with a Union representative, the Job Steward will receive permission from the Employer. The

Employer will not unreasonably deny such permission, nor will the Job Steward(s) unreasonably exercise the privilege.

7.06 No Other Agreement

The Employer agrees not to enter into any agreement with any Employee or group of Employees which conflicts with any of the terms or conditions of this Agreement.

7.07 Leave of Absence for Union Business

- (a) Employees who are acting as full-time officers, representatives or staff of the Union or who are hired, elected or appointed to such positions representing the Union shall be granted an unpaid leave of absence to perform their duties.

Permission for such leave shall not be unreasonably denied by the Employer and such leave, once approved, shall not be interrupted by the Employer during the approved leave of absence.

- (b) An Employee on leave pursuant to this clause may elect to continue some or all of the benefit coverage, excluding (if applicable) any pension plan, provided by this Agreement, as long as such continuance is permitted by the terms and conditions of the benefit plan and as long as the Employee or the Union reimburses the Employer on a monthly basis for the cost of such continued coverage.
- (c) The Employee shall continue to accrue seniority during such leave of absence.
- (d) On conclusion of a leave under this clause, the Employee shall be returned to his or her former position and location, unless the Employer and the Union mutually agree to alternative arrangements.

7.08 Miscellaneous Leave of Absence for Union Business

- (a) An employee who is required to attend a Union Convention or other official Union function on behalf of the Local Union necessitating absence shall, upon written application to his immediate supervisor at least fourteen (14) calendar days in advance, be granted time off for a period of time not to exceed one (1) week, except where mutually agreed to extend such period.
- (b) When such leave of absence is granted, the Employer will continue the employee's straight time hourly compensation for their regularly scheduled shifts that would have been worked had it not been for the leave. The Union shall, without unreasonable delay, reimburse the Employer for all wages and benefits provided to the Employee during this leave, and the Employee will continue to accrue seniority and vacation during such leave.

7.09 Union Information for New Employees

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union membership and Dues. The new Employee shall be advised of the names and locations of their Job Stewards. The Employer agrees that a Job Steward shall be given, upon request, an opportunity without loss of pay, for up to one hour within the first thirty (30) days of employment to acquaint the new Employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union. The Job Steward will use good faith efforts to use less than one hour, and to combine meetings of employees where reasonable to do so.

7.10 Union Communications and Voting

- (a) The Employer shall provide bulletin boards at its premises, in Employee lunch or rest areas, for posting Union communications. All such notices shall be submitted to the Employer at the time of posting or distribution.
- (b) The Union shall have the right, upon reasonable notice and with the agreement of the Employer, to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes.

ARTICLE 8 - RIGHTS OF EMPLOYER

8.01 Management Rights

It is recognized that the management and operation of the Employer, including its direction of the working force, 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 is vested with the Employer, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

8.02 Application of Employer's Rights

It is recognized that it is the exclusive function of the Employer:

- (a) To maintain order, discipline and efficiency;
- (b) To determine the number and location of offices and/or establishments, methods and procedures of operations and processes.

It is agreed that these functions will be exercised in a manner consistent with the terms and conditions of this Agreement.

The Employer or its representative shall make known to the Employee their general duties and from who they shall receive instructions as to the policies and procedures of the establishment.

8.03 Application of Employer Policy

Where a difference arises out of any provision contained in this Agreement, and the subject matter is also covered in any policy, rule, regulation, guidelines, directive or similar instrument of the Employer, this Agreement shall take precedence.

ARTICLE 9 - NON-DISCRIMINATION AND HARASSMENT

9.01

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of any protected ground under the *BC Human Rights Code* or any successor legislation, or due to membership or lawful union activity.

9.02

a) Prohibition Against Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of harassment, sexual or otherwise, and from any penalty or threat of penalty for rejection of such behaviour.

b) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

Conduct of a sexual nature includes, but is not limited to:

- i) sexual and physical assault;
 - ii) propositions in exchange for workplace favours;
 - iii) unwelcome sexual touching;
 - iv) direct insult on the basis of gender,
 - v) relentless unwanted pursuit;
 - vi) other like behavior.
- c) It is agreed that harassment is cause for disciplinary action which may include termination.
- d) Harassment complaints shall, if necessary, be subject to resolution in accordance with the provisions of the grievance procedure herein, starting at Step II.

9.03 Personal Duties Not Required

The parties agree that Employees shall not be required to do work or perform duties of a personal nature for any person, such as work for a manager of the Employer at their personal home.

9.04 Protection Against Legal Action

The Employer will indemnify Employees in respect of claims by third parties against Employees for actions arising from the lawful performance of their duties on behalf of the employer, except in cases of gross negligence or willful misconduct.

9.05 Electronic Surveillance

Electronic surveillance equipment such as closed-circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of Employees while at work, except in cases involving illegal activity, and such equipment shall not be installed for any purpose in the Employee's lunch rooms, rest areas or personal hygiene facilities.

ARTICLE 10 - WORK CONTINUITY AND PICKET LINES

10.01 No Strike or Lockout

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

10.02

It shall not be a violation of this Agreement for any Employee to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines. Any Employee thus failing to report for duty shall be considered to be on leave of absence without pay for the duration that they are unable to report to work or otherwise perform their duties due to the picket line.

10.03

It is understood that Employees shall not be permitted to be employed by another car rental or leasing Company during the term of their employment with Hertz.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ARBITRATION

11.01

The Parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For this Article the word "Employee" when used, will be interpreted to refer to any Employee of the Company who is a member of the bargaining unit. The Grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Company.

11.02 Definition of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- a) The interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether any matter is arbitrable; or
- b) The discipline, discharge or termination of any Employee.

11.03 Right to Grieve

- a) Any employee who considers themselves aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.
- b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees.
- c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.
- d) It is mutually agreed that any Employee or Party exercising their rights under this Agreement does so without prejudice to their relations with any Employee or Party or representative of either Party.

11.04 Complaints

An Employee and/or any Union Representative will normally initiate an informal discussion of any complaint with their immediate Manager or the General Manager in an effort to resolve a complaint prior to initiating a grievance through the Union.

11.05 Grievance Process

All grievances shall be processed in accordance with the following:

- (a) All grievances must be submitted in writing at the appropriate step by:
 - (i) setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;
 - (iii) stating the redress or other action required to resolve the matter;
 - (iv) transmitting the grievance to the other Party.
- (b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.
- (c) All grievances shall be resolved without stoppage of work.

11.06 Steps of Grievance Procedure and Time Limits

Should a complaint be unresolved, a grievance shall be processed in writing by the Union or the Employer through the following steps:

a) **Step I**

To the immediate manager within fifteen (15) calendar days of the occurrence giving rise to the grievance being known, with a copy of the Union, and will be considered a Step I grievance. The immediate manager will discuss the grievance as required with the Shop Steward and/or Union Representative and render a decision in writing to the Shop Steward and/or Union Representative within fifteen (15) calendar days of the date of referral at Step I.

b) **Step II**

Should a grievance be unresolved at Step I, the Union may refer the matter to Step II by writing to the General Manager, with a copy to the immediate Manager, which referral must be done within fifteen (15) calendar days of receipt of the decision at Step I.

Within fifteen (15) calendar days of receipt of the Union's referral to Step II, the General Manager or their nominee will discuss the grievance with a full-time paid representative of the Union.

Within fifteen (15) calendar days after the above discussion, the General Manager or their nominee will submit their decision to the Union in writing.

Should a grievance be unresolved at Step II, the Union may refer the grievance to arbitration as set out in article 11.10, which referral must be done within fifteen (15) calendar days of receipt of written reply.

c) **Suspension, Discharge or Termination Grievances**

A grievance concerning the suspension, discharge or termination of any Employee shall be initiated at Step II of the grievance procedure within fifteen (15) calendar days of such suspension, discharge or termination.

d) **Job Selection Grievances**

A job selection grievance shall be initiated at Step II of the grievance procedure within fifteen (15) calendar days of the decision in question being known.

11.07 Policy or Group Grievance

Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation which affects more than one (1) Employee, either Party may initiate a policy or a group grievance, as the case may be, which grievance must be initiated within thirty (30) calendar days of the occurrence giving rise to the grievance being known. A Policy or Group Grievance shall be initiated at Step II.

11.08 Deviation from Grievance Procedure

- a) In the event that, after having initiated a grievance through the grievance procedure, an Employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned, on a "without prejudice" basis.
- b) The grieving Party may at its discretion, by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.
- c) The Employer will not enter negotiations of any kind with respect to a grievance with the Grievor(s) once a grievance has been initiated without consent of a paid Union Representative.
- d) The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union.

11.09 Time Off Work for Grievance Purposes

- a) The Grievor(s) shall attend any grievance meetings with the Employer as time worked. Such meetings will be scheduled during the Grievor(s) working hours if reasonably possible.
- b) The Manager will contact the Shop Steward or other Union Representative and Grievor, whereby the parties will mutually agree to a reasonable meeting date to discuss the grievance.

11.10 Reference To Arbitration

After exhausting the grievance procedure as set forth in this Article, the grieving Party may by written notice to the other Party refer any unresolved grievance to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

a) Selection of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single Arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an Arbitrator within fifteen (15) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Minister of Labour for the Province of British Columbia appoint the Arbitrator.

b) Jurisdiction of Arbitrator

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia or any successor legislation.

c) Arbitration Expenses

Each Party shall pay one half (1/2) of the fees and expenses of the Arbitrator, including any disbursements incurred by the arbitration proceedings.

ARTICLE 12 - DISCHARGE, DISCIPLINE AND TERMINATION

12.01 Just Cause and Discipline

- a) It is hereby agreed that the Employer has the right to discharge or discipline for just cause. The burden of proof of just cause shall rest with the Employer.
- b) The Employer shall provide the Employee with a statement, in writing, of the disciplinary action being taken and the reasons for such action, at the time of taking any such action, copied to the Union.
- c) An oral warning or reprimand shall not be deemed to be a disciplinary measure.

12.02 Union Representation

When a meeting is to occur involving any Employee with respect to the discipline or discharge of the Employee, the Employer shall advise the Union office in advance and a Job Steward or Union Representative must at all times be present.

ARTICLE 13 – PERSONNEL FILES AND PERFORMANCE ASSESSMENTS

13.01 Personnel Files

- a) A personnel file shall be maintained by the Employer for each Employee in the Bargaining Unit. Such file shall contain all records of discipline or other formal reports and records concerning the employee's employment and work performance, except that the Employer may maintain separate files or electronic records for payroll, Workers Compensation, training and other record purposes.
- b) No disciplinary notice shall be placed in any Employee's personnel file unless the Employee is first advised of such notice by copy of such document.

13.02 Employee Access to Personnel File

An Employee shall have the right to read and review their personnel file at any time, upon reasonable notice and written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

13.03 Union Access to Employee Personnel Files

A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and written request to the Employer. On request, the Union representative shall be provided with copies of the requested documents.

13.04 Disciplinary Notices

All disciplinary notices, letters or suspensions older than twenty-four (24) months will not be referred to or used to compound or progress new disciplinary measures so long as there is no other discipline of a similar or related nature during the intervening twenty-four (24) months.

ARTICLE 14 – PROBATIONARY EMPLOYEES

14.01 Probation Period

- a) A new Employee shall be considered on probation for ninety (90) calendar days from the date of last hire into the Employer's service.
- b) The probation period may be extended by mutual agreement between the Employer and the Union.
- c) The Employer shall inform a probationary Employee of the Standards which they are expected to meet during the probation period, and the probationary Employee shall be given a written progress report on at least one occasion during the probationary period, no later than 60 days into the probationary period.

ARTICLE 15 – SENIORITY

15.01 Definition of Seniority

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 15.

15.02 Calculation of Seniority – General

a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which case such calculation shall be from the date the Employee returns to work following the last break in the Employee's seniority.

b) Determining Seniority for Employees Hired on Same Day

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.

c) Seniority Accrual When Absent from Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Statutory Holidays and days taken in lieu thereof; floating holidays; annual vacation; any leave of absence related to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved leave of absence or time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 15.02(d) below.

d) Payment of Union Dues to Preserve Seniority Accrual When Absent from Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees and/or assessments directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the Employee does not continue to make such payments, and a waiver is not granted by the Union, then such Employee shall lose all accumulated seniority.

15.03 Calculation of Seniority – Full Time Regular Employees

Full Time Regular Employees shall accrue seniority under this Agreement in accordance with Clause 15.02(a) above and all other applicable provisions of this Agreement.

15.04 Calculation of Seniority – Part Time Regular Employees

- a) Seniority for Part Time Regular Employees shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked or deemed to have been worked. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be deemed to be one thousand nine hundred and ninety-two (1,992).
- b) For the purposes of Clause 15.02(c) above, seniority shall continue to accrue during any agreed upon absence from work as specified in Clause 15.02(c) by a Part Time regular Employee based on the average number of hours worked, per work day and work week, by the Part-Time Regular Employee during the six (6) month period immediately prior to commencement of such absence, pro-rated in accordance with the proportion of full-time equivalent hours worked.

15.05 Calculation of Seniority – Casual Employees

Casual employees shall not accrue any seniority until they obtain either full time or part time regular employee status under this Agreement. Casual Employees who move from casual to either full time regular or part time regular status shall have their seniority credited back to the beginning of their most recent period of employment (date of hire) not to exceed 90 days.

15.06 Calculation of Seniority – Probationary Employees

Probationary Employees shall not accrue any seniority until they successfully complete their probation period per Article 14, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

15.07 Portability of Seniority Within the Bargaining Unit

Any Employee who changes employment status from Full Time Regular or Part Time Regular Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

15.08 Service Outside the Bargaining Unit

- a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
- b) A person or job previously excluded from the bargaining unit that becomes included, may be granted seniority credit including some or all of the period of exclusion provided it is approved by the Union. This seniority shall not be used to fill a job vacancy or exercise any bumping rights under article 17 for the first twelve (12) months.
- c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed six (6) consecutive months from the

date of commencement of such work, subject to the provisions of Clause 15.03(a) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement unless they have by then returned to the bargaining unit.

15.09 Termination of Seniority

An employee shall lose seniority only if the Employee:

- a) is discharged or terminated for just cause and subsequently not reinstated; voluntarily terminates employment in accordance with this Agreement or abandons their position and does not revoke their voluntary termination within 36 hours, and provided that such termination and revocation is done in good faith and not as a means, for example, to avoid work or other employment obligations, or obtain preferred time off.
- b) is laid off and recalled and fails to return to work in accordance with this Agreement or they are on layoff for more than two years or the employees length of service, whichever is less
- c) accepts any job or position with the Employer outside the bargaining unit; except as expressly provided otherwise by this Agreement.
- d) fails to maintain membership in good standing in the Union.
- e) is absent from work for a period of three (3) consecutive working days without notice or permission and without reason deemed reasonable by the Employer and the Employer has made reasonable efforts to contact the employee.
- f) accepts a position with any other employer while on a leave of absence unless advance agreement between the Employer and the Union has been granted.

15.10 Seniority List

- a) The Employer shall compile and maintain an up to date seniority list including the name, employment status, job title, location and seniority date of each Employee in the bargaining unit.
- b) The seniority list described in Clause 15.10(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.
- c) Publication of the seniority list as prescribed by Clause 15.10(b) above shall not prejudice the right of any Employee or the Union to allege at any time improper seniority calculation or credit and to seek correction.

ARTICLE 16 - HIRING AND PROMOTION

16.01

The Employer shall post and fill job vacancies from within the bargaining unit before hiring new regular employees, providing employees are available with the necessary qualifications to fill the vacant position.

16.02 Posting Job Vacancies

- a) Except as expressly provided otherwise by this Agreement, all job vacancies shall be posted by the Employer on a bargaining unit wide basis for a minimum of seven (7) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s).

- b) Job Posting to Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, hours of work, duties, qualifications, any special conditions pertaining to the vacancy and the posting and closing dates of the job posting. For Temporary vacancies, if the projected or actual end date for the job is known by the Employer, this information shall be included in the job posting.

- c) Closing Date for A Job Posting

The closing date of a job posting shall be at least seven (7) consecutive calendar days from the date the Employer posted the vacancy.

- d) Union to Receive Job Posting

A copy of all job postings shall be sent electronically to the designated Union representative at the time of posting.

16.03 Eligibility For Posted Job Vacancies

- a) All Employees Are Eligible After Probation Period

All Employees who have completed their probation period per Article 14 shall be eligible to apply and be considered for any posted job vacancy.

- b) Eligibility of Laid Off Employees

All Employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall.

- c) Eligibility of Late Applicants

A late applicant may be considered for any posted job vacancy, provided,

- i. Such employee's application is received by the Employer before any other person has been informed of being the successful candidate for the vacant position, and
- ii. The employee's late application is justified by reasonable circumstances explaining the late application, such as illness or travel.

16.04 Filling Posted Job Vacancies

a) Applicants to Be Acknowledged

The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name and job title of the person selected to fill the vacancy.

b) Selection

The selection of employees under this Article rests with the Employer, however such selections shall be subject to the grievance of arbitration provisions of this Agreement.

c) Withdrawal of Applications

An Employee may, by written notice, withdraw any application for any posted job vacancy at any time before three (3) days prior to the date listed on the job posting for filling of the vacancy, without incurring any penalty or prejudice. An Employee who withdraws any application less than three (3) days prior to the date listed on the job posting for filling the vacancy will be prohibited from applying for any further job postings within the bargaining unit for a period of one (1) month, unless the Employer grants an exception in its' sole discretion. The rule shall be communicated to the successful applicant.

d) Rights of Unsuccessful Applicants

On request, the Employer shall give an unsuccessful applicant full reasons in writing explaining why the Employee's application was not successful.

e) Impact of Job Selection Grievance

An Employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue but shall be advised in a timely manner by the Employer about the existence and nature of a Grievance. If, as a result of the grievance, such Employee is removed from the position at issue, this person shall be returned to their former job and work location without adverse impact on rate of pay, benefits and seniority, or service accumulation. For greater certainty, an Employee returned to the former classification will be entitled to be placed on the wage scale they would have achieved if the Employee had

remained in the former position, but will not be entitled to foregone opportunities such as, without limiting the generality of the foregoing, forgone wage and incentive earnings and overtime opportunities.

Any other Employees affected may be bumped, laid off or terminated in accordance with the provisions of this agreement.

16.05 Job Selection Criteria

- a) The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.
- b) All job selections under this Article shall be based on qualifications, skills and ability to perform the vacant job, and shall include consideration of an Employee's performance in their current job. Employees whose applications do not demonstrate the required qualifications shall not be granted an interview.
- c) Whereas between two (2) or more Employees, there exists equal qualifications, skills and ability, seniority shall be the deciding factor. Where the Employee who is junior is selected, their qualifications, skills and ability to perform the vacant jobs shall be demonstrably higher than the candidates who have greater seniority. Where the Employee who is senior is selected, a job selection grievance on behalf of any junior candidates will not be brought by the Union.
- d) If there are no applicants within the bargaining unit who meet the qualifications the Employer may fill the vacancy by hiring outside the bargaining unit, providing the same ability and qualifications requirements are maintained.

16.06 Regular Employees Filling Temporary Vacancies

- a) A temporary vacancy may occur at the discretion of the Employer, including for example when a Part time or Full Time Regular Employee is away from the workplace on an approved leave of absence or extended illness/injury. The length of temporary vacancy shall not exceed six (6) months in duration and may be extended by request of the Employer to the Union, which request will not be unreasonably denied.
- b) A Full Time Regular Employee or a Part Time Regular Employee who secures pursuant to the provisions of this Agreement a temporary vacancy shall, upon completion of the temporary assignment, return to work in the job and work location held immediately prior to the temporary assignment, on a shift as assigned by the Employer until the next shift bid. If this results in excess capacity in that classification, layoffs may occur in order of seniority. Except as stated above, the Employee shall be returned to their former job and work location without adverse impact as described in section 16.04 e) above.

16.07 Trial Period and Return to Former Position

- 1) An Employee selected to fill a posted job vacancy under this Article will be considered on trial for a period of ninety (90) calendar days, starting on the date the Employee commences work in the new position, after which the Employee will be confirmed in the new position.
- 2) During the trial period and prior to confirmation the Employer may elect to return the Employee, or the Employee may elect to be returned to their former classification and work location.
- 3) The exercise of a reassignment by the Employer will only be for legitimate business reasons, including unsuitability or poor performance. The Employee will also be required to provide a legitimate and reasonable basis for a request to be returned. Dissatisfaction with shift, will not be considered a legitimate reason for the Employee's election to return to their former position.
- 4) The returning Employee will return to their former classification without adverse impact, as described in 16.04 (e) above
- 5) Where the returning Employee's former position has been posted and filled by the appointment of a Regular Employee, and the Regular Employee has commenced work in the position, the returning Employee will return to a shift as assigned by the Employer until the next shift bid. If this results in excess capacity in that classification, layoffs may occur in accordance with this Collective Agreement.
- 6) Where the returning Employee's former position has not yet been posted and filled by the appointment of a Regular Employee, or the appointed Regular Employee has not commenced working the position, the returning Employee will return to their former shift until the next shift bid.

ARTICLE 17 – LAYOFF, RECALL AND SEVERANCE

17.01 Layoff

If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition. Should this not be possible, the Company shall give as much notice as reasonably possible.

17.02 Notice of Displacement or Layoff to Union and Employees

a) Notice to Union Due to Lack of Work or Being Bumped

The Employer will provide the Union with as much notice as possible but not less than a minimum of ten (10) calendar days prior written notice when regular Employees are to be displaced or laid off due to a lack of work. This notice will specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of Employees who may be displaced or laid off. Such notice to the Union shall run concurrent with notice provided to the Employee(s) in 17.02(b) below to the extent notice is given to Employees instead of pay in lieu.

b) Due to Introduction of New Procedure or Technological Change

New Procedure or Technological Change for the purpose of this article shall mean:

- i) The introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than previously used by the Employer in its work, undertaking or business, or
- ii) A change in the manner, method or procedure in which the Employer carries out its work, undertaking or business that is related to the introduction of new equipment or material, which results in the displacement or layoff of one (1) or more regular Employees.
- iii) The Employer will provide the Union with a minimum of ninety (90) calendar days prior written notice when regular employees are to be displaced or laid off due to introduction of new procedure or technological change. This notice will specify the nature of the new procedure or technological change, the date on which the Employer intends to introduce the new procedure or technological change, and the number, job titles and work locations of Employees who may be displaced or laid off. The ninety (90) calendar days advance notice period must have elapsed before the Employer provides any affected Employee with layoff notice pursuant to this Article.

Training

An Employee who is subject to displacement or layoff due to technological change or new procedure shall have the option of accepting any training offered by the Employer:

- i) for operation of the new equipment or use of the new material or performance of the new method or procedure.
- ii) for qualifying for new jobs created by such changes.

Such training opportunities shall be offered on the basis of ability and seniority, in that order.

c) Notice to Affected Employees

In the event that any Employees are subject to displacement or layoff for any reason under this Agreement, the Employer shall provide these Employees with prior written notice or pay in lieu of such notice in accordance with the following:

Six (6) Months to Three (3) Years of

Continuous Service - Two (2) Weeks

And for each one (1) year of continuous service in excess of three (3) years, one (1) additional week to a total maximum of eight (8) weeks.

d) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Article 17, the Parties shall convene a meeting (which may be by telephone) within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review will include identifying those employees whom it is anticipated may or will be displaced or laid off.

17.03 Layoff and Recall

- a) The Employee with the least amount of seniority in any job will be the first laid off from that job, but may displace an Employee in a similar or lower classification with less seniority providing they are able to satisfactorily do the job. Employees who are displaced from their jobs as a result of such bump back procedure may themselves bump Employees having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.
- b) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the Employee is qualified, and the Employer will not hire for, nor transfer, nor promote to such a classification while an eligible Employee is available from the recall list.
- c) Employees who have been bumped will be returned to their former positions on the same basis as Employees on the recall list subject to the seniority provisions of the list. An Employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this section.

17.04 Recall Period

A regular employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years or their length of service whichever is less, from the date of the employee last being laid off to be recalled to work in accordance with Article 17.03(b).

17.05 Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the Employee, with a copy to the Union office. The employee must respond to such notice within seven (7) calendar days of receiving it. The employee must be available to go to work within fifteen (15) calendar days or such longer period as mutually agreed. An Employee who is prevented from responding to a recall notice because of illness or other reason beyond the Employee's control, or who declines recall to a lower position, may be bypassed for the position available, but such Employee shall not lose seniority and recall rights thereby. Where more than one Employee is on the recall list in similar classifications, recall shall be made in order of seniority.

17.06 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any regular Employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Article 15.

17.07 Benefit Entitlement During Layoff

The benefit plan coverage referred to in this Agreement (except for sick leave) may be continued for a laid off regular Employee at the option of the Employee for the duration of the recall period provided the Employee pays any applicable premiums or contributions required to continue such benefit program.

17.08 Severance Pay Entitlement

a) Regular Employees

A regular Employee whose employment is terminated in accordance with the provisions of this Agreement shall be entitled to severance pay in accordance with the following:

- i) two (2) weeks' pay for each full year of service up to a maximum of twenty (20) weeks' pay, for permanent termination excluding resignation and discharge for just cause.
- ii) employees who have been laid off for the maximum period of layoff, in accordance with this agreement and are thereby terminated are eligible for severance pay.

b) Casual Employees

It is understood and agreed that Casual employees shall not be entitled to any severance pay pursuant to this Article.

c) Notice or Pay in Lieu Entitlement

In addition to the severance pay in accordance with this Article, an eligible Employee shall be entitled to notice of layoff or pay in lieu of such notice per Clause 17.02(c).

17.09 Severance Pay Rate

Severance Pay shall be calculated at the regular employee's prevailing rate of pay at the date of termination of employment.

17.10 Death in Service

Severance Pay shall be payable by the Employer to the estate or named beneficiary of a deceased employee who is eligible for such payment.

17.11 Acceptance of Severance Pay

It is understood and agreed that at such time as a regular employee accepts severance pay, and the severance pay is paid in full, the employee's employment shall be terminated, and such employee shall have no further rights or entitlements under this Agreement, except for the following:

- i) any vested rights or entitlements under the Pension Plan; and
- ii) any other accrued benefits or entitlements not paid to the employee at the time of termination of employment; and
- iii) continuation of any coverage the employee is entitled to receive, subsequent to their termination, under any benefit plan referred to in this Agreement.

17.12 Special protection for Full Time Employees

- a) A Full Time Regular Employee who is recalled into any position having less than full time hours of work, or who bumps down into a part-time position as a result of layoff by the Employer, shall continue to be eligible for benefits pursuant to Article 30 provided that such coverage will be subject to the terms and conditions of the applicable benefit plans and policies. If such plans and policies do not allow continued coverage based on hours worked or other laminations, then such coverage will not apply. Such person shall continue to be categorized as a Full Time Regular Employee and accrue seniority accordingly.
- b) Any other benefits dependent on hours worked shall be prorated based on actual hours worked (for example, vacation pay, sick benefits, and statutory holidays). Voluntary shift changes and overtime shall not be included in the definition of actual

hours worked. For the purpose of calculating statutory holidays, the calculation will be the average of actual hours worked in the preceding 30 days prior to the statutory holiday. If the employee is entitled to the statutory holiday pay but did not work in the previous 30 days, the calculation will be prorated on the regular hours scheduled.

17.13 No Reduction in Hours of Work

It is agreed that there shall be no partial reduction of hours of work for any Full-Time Employees in lieu of displacement or layoff, without the mutual agreement of the Parties.

ARTICLE 18 - JOB EVALUATION

18.01 Basis for Establishing Job Descriptions and Selection Criteria

a) Job Description Must Reflect Work Performed

Each job description shall reflect the major duties of the work to be performed, as determined by the Employer, and minor duties shall not have to be specified.

b) Selection Criteria Must Relate To Major Job Duties

It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established as requirements for any job must relate reasonably and consistently to the major duties to be performed as described in the job description and any equivalencies must be applied in the same manner.

18.02 New or Changed Jobs to be Discussed

When an existing job is to be changed or a new job is to be created, the Employer shall discuss the proposed job description, selection criteria and salary rate or range with the Union prior to implementation of the changed or new job and shall provide the Union with a copy of the final job description. Employees shall be provided a copy of their job description upon request.

18.03 Job Evaluation or Salary Grievance

New positions or jobs or existing positions or jobs reclassified by the Employer covering work performed by Employees covered by the Union's certification shall be subject to discussion with the Union in advance of implementation. In the event that the Parties cannot agree on the job descriptions and salary rate or range when an existing job is to be changed or a new job is to be created, as the case may be, the Employer shall have the right to implement the job description and the salary rate or range proposed by the Employer, and the Union shall have the right to grieve by submitting any issues in dispute immediately to arbitration in accordance with Article 11 in which case the arbitrator shall have the authority to change the job description and salary rate or range, taking into account the duties of the position and the other job descriptions and salary ranges in the unit. Any pay adjustment arising pursuant to this Article shall be made retroactive to the date the job description and salary rate or range was first implemented by the Employer.

ARTICLE 19 - HOURS OF WORK AND SHIFTS

19.01

- i. Each Full Time Regular and Part Time Regular Employee will have an established shift. Shifts and shift hours required will be designated by the Employer and will be posted for bid. Employees shall bid shifts within their classification, by seniority from highest to lowest. The scheduling, once set forth, shall remain in effect and not be changed by the Employer until the next shift bid occurs.
- ii. In designating shifts and shift hours, the Employer will make good faith efforts to set shifts with consistent start times, to the extent practicable based on business needs.
- iii. Shift bids will be posted for a period of three (3) calendar days. At the end of this three (3) day period, all employees shall commence bidding which shall be complete within four (4) calendar days.
- iv. After the completion of the bidding procedure, the Employer will post the new schedule. This new schedule will go into effect no less than seven (7) days following the completion of the bidding process.
- v. There will be a minimum of two (2) general shift bids per year (one in the spring and one in the fall).
- vi. It is agreed that concerns regarding shift scheduling will be referred to the Labour/Management Committee for resolution within three (3) days of the initial posting. If it is agreed by the Committee that a shift has not been developed based on business needs, then such shift will be corrected based on business needs. For clarity, the Labour/Management Committee may consider this outside the regular timing for scheduling a meeting for expediency.
- vii. Full Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Full Time Regular Employees.
- viii. Part Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Part Time Regular Employees.

19.02 Shift Changes

Employees in the same classification may arrange to exchange shifts or portions of shifts, on a temporary basis, provided prior approval is obtained from the manager(s) concerned. There will be no penalty to the Employer for such temporary interchange of shift, including without limitation that overtime resulting from such change will not be payable.

19.03 Standard Working Hours

For the purposes of this Article, a work "week" shall mean a period of seven (7) consecutive days commencing on Friday.

a) Full Time Hours of Work Defined

Each Full Time Regular Employee will be scheduled five (5) consecutive days per week, eight (8) hours per day excluding the unpaid lunch.

b) Part Time Hours of Work Defined

Part time hours of work may involve scheduled hours up to 8 hours per day, excluding the unpaid lunch, but scheduled hours shall not exceed thirty (32) hours of work in any work week without the express prior agreement of the Union, except in the case of when a new shift schedule commences or a voluntary shift change between two (2) Employees occurs. Employees working part time hours of work must have at least two (2) consecutive scheduled days off work, as days of rest, in each work week.

The parties acknowledge LOU # 1 – RE: Part Time Employees and Midtown Business Needs which will apply to the application of this Clause 19.03(b)

19.04 Rest Periods

Each Employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each workday with a minimum of eight (8) hours. The first such rest break shall occur prior to the lunch period. A Part-Time regular employee who works in excess of six (6) hours but less than eight (8) hours per day shall receive one (1) paid rest period of fifteen (15) consecutive minutes in duration. No rest period shall be consecutive with any lunch period.

19.05 Lunch Periods

Each employee shall receive an unpaid lunch period free from work of thirty (30) minutes.

19.06 No Split Shifts

There shall be no split shifts.

19.07 Notification of Inability to Report for Work

Employees are required to provide to Employer with no less than two (2) hours' notice of their inability to report for scheduled work assignment unless circumstances beyond the control of the employee or bona fide emergencies prevent such notification.

ARTICLE 20 - WAGE ADMINISTRATION

20.01 Salary Scales

The job groupings and job titles in effect on the date of signing of this Agreement are set out in Appendix "A" of this Agreement along with the related salary or salary range(s) to apply during the life of this Agreement. It is understood and agreed that these salaries shall only be changed by the Employer in accordance with Article 18 or by agreement between the Parties.

20.02

Where the Employer hires new regular employees having directly related previous experience for the position being filled, such employees may be paid a beginning salary not exceeding the one-year rate for the job unless by agreement with the Union.

20.03

An employee that has the qualifications & skills that is assigned to a higher job classification temporarily replacing another employee in such higher classification for any portion, shall be paid at the higher rate for the hours worked in such classification.

20.04

A qualified employee promoted or accepts another job from one classification to another will move laterally across the progression schedule. Their pay will be increased in the new classification in accordance with the wage scale step increases of Appendix A. An employee returned to their former job because of temporary promotion will return to their salary scale prior to the promotion at the current step.

20.05

Recalled employees shall not receive any incremental increases that may have been due while they were on layoff.

20.06

All employees covered by this Agreement shall be paid on a bi-weekly basis.

20.07 Downgrading Due to Job Reclassification

When a job is downgraded in terms of salary due to a job reclassification undertaken in accordance with Article 18, each affected employee shall receive Red Circle Salary Treatment (Salary protected at the employees current rate of pay) however, any future increases will only be given at the new salary rate(s) applicable to the reclassified job. For clarity, if the new scale does not exceed the level of the employee's Red Circled salary, the Employee will not receive an increase.

ARTICLE 21 - OVERTIME

21.01

Time and one-half (1.5x) shall be paid for all hours worked in excess of eight (8) hours in one day and/or forty hours worked in one (1) week. Double (2x) time shall be paid for all hours worked in excess of ten (10) hours in one day. Shifts will be worked in a continuous period except for meal breaks and will not be "split".

21.02

An employee retained more than fifteen (15) minutes beyond the end of the shift to provide service to customers on delayed airline flights shall be paid not less than one-half (1/2) hour at the applicable rate of pay.

21.03

The Employer will notify affected employees for overtime as soon as reasonably possible on the day overtime is required.

21.04

Full Time Regular Employees who are called into and accept work or who are required to work during scheduled days off, will receive a minimum of four (4) hours pay at time and one half (1.5x) provided the employee reports for such work.

21.05

Continuous time-off between completion of a shift and/or overtime following a shift and the commencement of any following shift shall be not less than nine (9) hours or, failing this, the second shift shall be considered overtime and paid at the overtime rate, except where the selection of shift by employees is involved.

21.06

The Employer will define and establish the procedure for authorization of overtime in accordance with the terms and conditions of this Agreement.

21.07 Overtime Selection

- (a) Overtime will be offered by seniority among the employees in a classification who are able to perform the work. In the event overtime commitments cannot be met on a voluntary basis, the qualified employee(s) with least seniority will be selected, subject to the notice required by 21.03. The parties agree that, for same day overtime, employees on shift will be given first opportunity.
- (b) VSA's are currently the only classification that works at both Midtown and Victoria. If a VSA voluntarily accepts overtime at a location other than their presently scheduled

location (i.e. headquarters under Article 22) they shall report to the location in question without additional compensation.

- (c) If a VSA is required to work an overtime shift at a location other than their presently scheduled location (i.e. headquarters under Article 22) due to an absence of volunteers, the Employer shall pay them a flat rate at straight time of 30 minutes for reporting to such shift.

21.08

Paid sick days under Article 26 shall not affect overtime pay earned during a regular work day or work week during which such leave occurred.

21.09 Directed shift change

The Parties agree that the Company will pay a premium of an additional one (1) hours pay, at the employee's regular hourly rate of pay, per shift (until employee returns to their regular shift) if an employee's regular shift is changed to a different shift time. For example: a regular shift is 9:00 to 17:00 and new directed shift is 8:00 to 16:00, the employee will be compensated with one (1) hours pay plus 8 hours pay, less one-half hour (1/2) lunch break. For clarity, this applies if an employees' entire regular shift is changed, not if an employee is called in on a scheduled day off, and this will not be duplicative of 21.04.

21.10 Voluntary Overtime

Employees Who Are Exempt from Overtime Scheduling

Employees who are on vacation or any leave of absence under this Agreement shall not be subject to any overtime scheduling unless otherwise agreed to by the employee.

21.11 Overtime Meal Provisions

Where an employee is required to work two (2) hours or more after their regular shift, a one-half (1/2) hour unpaid meal period will be allowed if the employee chooses and the employee will be provided with a ten-dollar (\$10.00) meal allowance notwithstanding if an unpaid break was taken.

21.12 Transportation Home When Unscheduled Overtime Worked

Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, provide or pay reasonable costs for alternate transportation to the employee's home under the following conditions:

- a) provided that normal means of transportation is not available;
- b) where an employee is in a car pool arrangement, "normal means of transportation" shall be deemed to include the car pool;

- c) for the purposes of this Clause 21.12, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by the Employer during their scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

21.13 Travel Time

All time spent travelling by Employees, by any means of travel, in the course of their employment, either before, during or after their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer at the applicable rate(s) of pay as prescribed by this Agreement, save and except that the time spent by an Employee travelling directly between their scheduled place of work and the employee's home shall be unpaid time, unless expressly agreed otherwise in this Agreement. For greater clarity and certainty, it is also agreed that under circumstances where an Employee is given reasonable notice by the Employer that on a given day the Employee is to report to work at a work location other than their normal work location, then time spent on that day by the Employee travelling between (to and from) their home and the changed work location shall be considered unpaid travel time.

ARTICLE 22 - HEADQUARTERS - TRAVELLING ALLOWANCE

22.01 Headquarters

a) Headquarters

Each employee shall have a designated headquarters, as follows:

- i) For CCR's this will be the Midtown location;
- ii) For CSR's this will be the Victoria Airport location,
- iii) For VSA's this will be the location at which they are scheduled due to their shift bid as VSA's may bid on shifts at either the Victoria Airport or Midtown location.

b) Temporary Headquarters

An employee's temporary headquarters, when applicable, shall be a work location other than an employee's permanent headquarters when due to commuting distance requires the employee to remain absent from their personal residence overnight.

22.02 Travelling Reimbursement

- a) Travelling Reimbursement shall be paid in accordance with Hertz Corporate Policy.
- b) VSA's required to report to another headquarters shall be paid in accordance with Article 21.07 c) of this agreement, if applicable.

22.03 Personal Vehicle

Personal vehicles shall not be used for business.

22.04 Free Parking at Employer Workplaces

The Employer shall provide or pay for parking, at each workplace, at no cost to the Employees, for Employees who use their personal vehicles for transportation to travel between their homes and their workplace.

- a) Employees working on Airport property shall be required to follow all YYJ parking regulations and to park only in areas designated by the YYJ Airport Authority, or their successors, as Employee Parking Lots.
- b) Employees working at Midtown shall be required to park in areas designated for Employee parking by the Employer, including street parking if available.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01

The Employer agrees to provide all eligible employees with the following Statutory Holidays, for which they will be paid an average days' pay:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day

and any other day that may be stated as a statutory holiday in British Columbia.

Eligible employees are employees who:

- a) Have been employed for 30 calendar days before the statutory holiday and,
- b) Have worked or earned wages (including taking sick pay under Article 26) on 15 of the 30 days immediately before the statutory holiday.

An average day's pay is calculated by dividing the hourly wages earned in the 30 calendar days before the statutory holiday by the number of days worked

23.02

A floating holiday for all regular employees with one (1) or more years of continuous service shall be given provided the Employer has two (2) weeks' notice and there is no more than one employee off on any given day. Such day shall be granted on a first asked, first given basis. Should the Employer desire to relax the requirements of this paragraph, they may do so at their discretion.

23.03 Work on A Statutory Holiday

All time worked on a Statutory Holiday or an equivalent day off shall be paid at one and one-half (1 and 1/2) the regular hourly rate for the hours worked in addition to an average days' pay.

ARTICLE 24 - VACATIONS AND VACATION PAY

24.01 Basis for Earning and Using Vacation Entitlement

The calendar year will govern attainment and entitlement of vacation. While an employee shall earn annual vacation entitlement for any calendar year only on reaching the employee's anniversary date, employees' with at least one year of service are eligible to take an advance on their vacation earnings within the same calendar year. An advance allows eligible employees to use all or part of their annual vacation allotment at any time during the calendar year provided the advance is scheduled and taken in accordance with the terms and conditions set forth in Article 24. In the event of termination of employment, be it voluntary or involuntary, an employee who had been granted advance vacation pay must repay the Company, typically in the form of a deduction from their final paycheque, the amount of any unearned advance vacation pay.

24.02 Vacation Days Entitlement for Full Time Regular Employees

- a) All Full Time Regular employees shall be entitled to:
 - i. Fifteen (15) working days' vacation per annum after one (1) year of employment (monthly accrual of 1.25 days).
 - ii. Eighteen (18) working days' vacation per annum after five (5) years of employment (monthly accrual of 1.50 days).
 - iii. Twenty-one (21) working days' vacation per annum after ten (10) years of employment (monthly accrual of 1.75 days).
 - iv. Twenty-three (22) working days' vacation per annum after fifteen (15) years of employment (monthly accrual of 1.92 days).
 - v. Twenty-five (25) working days' vacation per annum after twenty (20) years of employment (monthly accrual of 2.08 days).
 - vi. Twenty-seven (27) working days' vacation after twenty-five (25) years of employment.
 - vii. Thirty (30) working days' vacation per annum after thirty (30) years of employment.
- b) Vacation pay for Full Time Regular Employees will be at the regular salary for the period in which the vacation was earned.

24.03 Regular Part Time and Casual Employees

Regular Part Time and Casual Employees will be paid vacation pay on each cheque in accordance with Employment Standards (currently 4%, increasing to 6% after 5 years' of service).

24.04 Vacation Selection for Full Time Regular Employees

- a)
- i) Subject to Operational Requirements

Selection of vacation periods under this Agreement shall be subject to the Employer's operational requirements, which right the Employer must invoke prior to any vacation selection process in Article 24.04(d). Subject to clause (ii) immediately below, the Employer therefore retains the right, having regard to its *bona fide* operational requirements and its collective agreement obligations, to impose limits on vacations.

- ii) Maximum Limits on Vacations

Such limits may be less restrictive but shall not be more restrictive than the following:

- (1) at any time in all classifications/areas of operation, only one employee at a time may take vacation.

- b) Vacation Selection by Seniority

Employees shall select their vacation periods in order of seniority, from highest to lowest, as defined in this Agreement.

- c) Only One (1) Period of Vacation to Be Selected at A Time

Only one (1) vacation period per employee shall be selected by seniority until all employees have selected one (1) period. After all employees have selected a vacation period, employees who have chosen to take their vacation in split periods in accordance with Clause 24.04(e) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated for subsequent periods until all periods are chosen.

- d) When Vacation Selection is To Occur

- i) Scheduling of vacation pursuant to this provision shall be undertaken once in each calendar year for vacations to be taken during the next calendar year.
- ii.) It is agreed the Employer's operational requirements shall be set out in the vacation bid calendar on which employees select their vacation. This vacation bid calendar shall be posted no later than November 15.
- iii.) Vacation selection by seniority in the employee's classification shall commence no later than November 15. Vacation selection shall be completed by December 15 of the prior year unless an extension is mutually agreed between the Employer and the Union.

- iv.) The senior employee who has not bid will be given 48 hours to select one vacation period of consecutive weeks. A senior employee who fails to select within the 48 hours shall be moved to the bottom of the seniority list and shall not have the opportunity to select again until after all other employees in the classification have had the opportunity to select.
- v.) Subject to Article 24.04(f), if an employee does not select the employee's entire vacation entitlement, the Employer shall schedule the remaining entitlement and notify the employee before the end of January in the year the vacation must be taken.

e) Split Vacations

Vacations may be taken in split periods. Subject to Article 24.04(f), no such split period of vacation shall be less than one (1) working week. A working week for this purpose is the workweek from Friday to Thursday.

f) Vacation Days

An employee may elect to take up to five (5) days of their vacation allowance in periods of less than one (1) week. This request will not be unreasonably denied

- (i) the employee shall give the Employer 7 days' notice of the day or days the employee wishes to take as vacation.
- (ii) the Employer shall approve such requests on a "first requested, first approved" basis, according to the Employer's operational needs at the time.
- (iii) it is agreed that vacation selection shall take priority over the scheduling of banked time or float days (i.e. all vacation time must be scheduled prior to selecting any banked time or float days for an employee).

24.05 Vacation Schedule Change

An employee's vacation period, scheduled in accord with the provisions of this agreement, shall not be subject to change by the Employer without agreement of the Union.

24.06 Vacation Entitlement for Full Time Regular Employees on leave

1. Full Time Regular employees shall accrue unpaid vacation days while on statutorily required unpaid leaves under the *Employment Standards Act* such as maternity and parental leave.

2. Full Time Regular employees absent on an unpaid leave for any reason (including sickness or long term disability) other than a statutorily required unpaid leave shall not accrue vacation entitlement during such period of absence.

24.07 Termination of Employment

- a) An Employee who terminates for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken as provided for under this Article.
- b) In the event that an Employee dies while employed by the Employer, such employee's vacation entitlements, including any banked vacation entitlements, shall be paid as required by applicable law.

ARTICLE 25 - MEDICAL CERTIFICATES AND EXAMINATIONS

25.01 Medical Certificates

An Employee may be required by the Employer to produce a certificate from a medical practitioner of the Employee's choice for any pattern absences and/or one (1) absence due to illness or injury which is in excess of three (3) consecutive working days, certifying that the Employee was absent due to illness or injury. Diagnostic information with respect to the illness or injury will not be required. The Employer shall give reasonable notice to any Employee thus required to produce a medical certificate.

A patterned absence is defined, by way of examples, as unscheduled absences the day before or after a scheduled holiday, vacation, or personal day; on a desirable day off, a specific day of the week, or a weekend.

25.02 Confidentiality of Medical Information

The Employer and any Union Representative who have access to medical information pertaining to any Employee shall protect the confidentiality of such material in accordance with the law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.

25.03 Costs Borne by The Employer

The costs for obtaining any medical certificate, examination or report requested by the Employer shall be borne by the Employer.

ARTICLE 26 - SICK PAY

26.01

- a) All Full Time Regular Employees who have one (1) years' seniority or more shall be paid their regular straight time pay for each absence because of a bona fide illness or accident up to a maximum of nine (9) days per calendar year. An employee shall be eligible to utilize up to two (2) of the nine (9) days in the event of illness of a dependent child.
- b) A new Full Time Regular Employee who has not obtained one (1) year of seniority will receive pro-rata sick days with pay to the balance of the calendar year and thereafter shall be entitled to the nine (9) days. The pro-rata share is based on three (3) month waiting period then one (1) day for each month worked. There are no partial days.
- c) All Part Time Regular Employees who have one (1) years' seniority or more shall be paid their regular straight time pay for each absence because of a bona fide illness or accident up to a maximum of four (4) days per calendar year. An Employee shall be eligible to utilize up to two (2) of the four (4) days in the event of illness of a dependent child.
- d) Payment for unused days will be paid the second pay period in December. Upon termination of employment, no payments shall be made on account of accrued sick days.

ARTICLE 27 - MATERNITY/ADOPTION/PARENTAL LEAVE OF ABSENCE

27.01

- a) A pregnant employee who requests leave due to pregnancy before giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
 - i. No earlier than 13 weeks before the expected birth date, and
 - ii. No later than the actual birth date and ends no later than 17 weeks after the leave begins.
- b) An employee who requests pregnancy leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- c) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- d) An employee who requests leave under 27.01(a), (b) or (c) above is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (a), (b) or (c) above.
- e) A request for leave under subsections (a), (b) or (c) above must
 - i) be given in writing to the employer,
 - ii) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - iii) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (d).
- f) If an employee on pregnancy leave proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

27.02 Parental leave (including adoption)

- a. An employee may request parental leave as follows,
 - i) for a parent who takes pregnancy leave under 27.01(a) or (b) above, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and

employee agree otherwise, immediately after the end of the pregnancy leave taken under 27.01(a) or (b).

- ii) for a parent, other than an adopting parent, who does not take pregnancy leave under 27.01(a) or (b) above, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 27.02(a).
- c) A request for leave must
- i) be given in writing to the employer,
 - ii) if the request is for leave under s. 27.02(a)(i) or (ii) be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - iii) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

27.03

An employee's combined entitlement to pregnancy leave and parental leave is limited to 78 weeks plus any additional leave the employee is entitled to under section 27.01(d) and section 27.02(b).

27.04

The Company will continue to pay the cost of the employee's benefit plans while on leave under this Article 27, except that if the benefit plan or any portion thereof is paid by the employee, then such benefits will continue only if the employee elects to continue to pay the employee's share of the premium cost of the benefit plans. The Company will notify the employee if the election to pay premiums is applicable.

ARTICLE 28 – ADDITIONAL LEAVES OF ABSENCE

28.01

Leave of Absence with pay will be granted to Full Time and Part Time regular employees for the following reasons:

- a. In the event of death in an employee's immediate family (which is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent or great grandparent of an employee, including common-law spouses, step-parents, and step-children, or same sex partners and their children, as well as any person who lives with an employee as a member of the employee's family) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.
- b. Employees who are required to serve on a jury shall be granted an excused absence for such time as is needed in connection with jury duty. The Employer agrees to pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service. Any day an employee is not required to serve on a jury panel, or when they are relieved for the day, the employee shall call the Employer and shall make themselves available for work.

28.02 Return from leave of absence

Upon completion of any leave of absence granted pursuant to this Agreement, the employee shall be returned to the job and work location they held immediately prior to commencement of the leave, unless in the interim they have obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.

28.03 Failure to Return to Work on Completion of Leave

An employee whose return to work is delayed following conclusion of any leave of absence granted pursuant to this Agreement shall be required to provide the Employer with reasonable grounds for the delay. In the event the employee does not provide reasonable grounds for the delay, the employee shall be subject to discipline up to and including discharge or termination.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 Statutory Compliance

The Employer shall provide a work environment which is in compliance with all applicable legislation governing the workplace with respect to the health and safety of the employees.

29.02 Employer Policy

- a) As Occupational Health and Safety are integral to the Employer's commitment to employees, its operations and success, the Employer will make every effort to prevent accidents and protect the health and safety of employees. In this regard, the Employer will maintain a formal Policy governing Safety and Occupational Health during the term of this Agreement.
- b) The Employer shall provide the Union and each employee with a current copy of its Occupational Health and Safety Policy.
- c) The Employer will consult with the Occupational Health and Safety Committee as required by applicable health and safety legislation and regulations, including with regards to proposed changes to the workplace that may affect safety and the application of the Employer's Occupational Health and Safety Policy and establishment of any safety training programs.
- d) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union and shall meet once a month. By agreement of the parties more than two (2) representatives may be appointed.
- e) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending Health and Safety Committee meetings or other functions related to Committee activities as designated and approved by the Committee.

29.03 Safety Equipment or items

The Employer shall supply, at no cost to the employees, safety vests for visibility and rubber gloves for cleaning. At the Employer's discretion, the Employer will also consider any requests from the Occupational Health and Safety Committee for additional safety equipment or items considered necessary and reasonable to ensure the occupational health and safety of employees. Such items provided by the Employer shall remain the property of the Employer and shall be returned to the Employer on termination of employment.

29.04 Industrial First Aid Requirements, Courses and Premiums

- a) If the Employer designates an employee to act as a First Aid Attendant in addition to the normal requirements of the job, the cost of obtaining and renewing the

required First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.

- b) Employees designated to act as First Aid Attendants in addition to their normal job responsibilities shall receive a monthly allowance of fifty dollars (\$50) per month in addition to their regular salaries per Appendix "A".

ARTICLE 30 - BENEFIT PLANS

30.01 Medical Services Plan Premiums

For all Employees except Casual Employees and Part Time Employees regularly working twenty-four (24) hours or less in any given calendar week, and their spouse including common-law spouses and dependent children under twenty-one (21) years of age, the employer shall pay BC Medical Services Plan ("MSP") premiums.

30.02 Group Benefits Plan Coverage

In addition to the above, for all Employees who have completed 90 days of employment except Casual Employees and Part Time Employees regularly working twenty-four (24) hours or less in any given calendar week, the Employer shall continue to arrange and pay the premiums for the Group Benefits Plan provided by Great West Life (the "**Victoria Group Benefits Plan**") currently available to Victoria Airport and Midtown employees which provides for, subject to the terms and conditions of such Victoria Group Benefits Plan:

- (a) Life Insurance coverage;
- (b) Accidental Death and Dismemberment Coverage;
- (c) Long Term Disability Coverage;
- (d) Extended Health Care Coverage;
- (e) Dental Care Coverage;
- (f) Vision care;
- (g) Travel Medical Insurance, and
- (h) Employee Assistance Plan.

Participation in the Victoria Group Benefits Plans is a condition of employment for all eligible Employees as described above; however, Employees covered by other medical plans may elect not to be covered by the Victoria Group Benefits Plan.

30.03 Pension Plan

The Employer shall continue the present Pension Plan for Victoria Airport and Midtown employees during the term of this Agreement. Further information is provided in Appendix B.

30.04 Details About Benefit Plans

- a) Details about the Plans referred to in this Article are provided in the Employer's Benefit Brochure dated – renewal date – 01/01/2019 – and such benefits shall not be less favourable than the benefits in effect as of that date.
- b) On written request, the Employer agrees to provide the Union with a copy of each contract entered into with the insurance carrier or any other third party providing any of the Benefit Plan(s) coverage referred to in this Article and any subsequent amendments made to each such plan.

30.05 Benefit Plans Coverage While on Vacation or Leave of Absence

- a) The Company will continue to pay premiums for eligible employees to participate in the Victoria Group Benefits Plan, subject to the terms and conditions of such plan, while they are on vacation or any paid leave of absence.
- b) The Company will continue to pay premiums for an eligible employee on an approved unpaid leave of absence until the end of the month following the month in which the leave commenced. For Example: If an employee is approved unpaid leave commencing on January 02, 2019 the employer will pay premiums to February 28, 2019.

ARTICLE 31 - LABOUR - MANAGEMENT RELATIONS

31.01 Labour/Management Committee

The Employer and the Union hereby agree to establish a joint Labour/Management Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives.

31.02 Objective of Committee

- a) The objective of this Committee will be to discuss and to attempt to resolve problems and complaints affecting either Party to this Agreement in a cooperative endeavour to promote harmonious relations between the Employer, the employees and the Union.
- b) Subjects discussed by the Committee will not include any matter being processed under the Grievance or Arbitration procedures contained in this Agreement, unless mutually agreed to by the Parties.

31.03 Committee Meetings

- a) The Committee shall meet on an as needed basis, but not more than once every three (3) months unless the parties agree otherwise.
- b) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.
- c) Committee meetings shall be held during normal working hours unless agreed otherwise by the parties and any time spent by Employee committee members shall be without loss of pay.

31.04 Selection of Chairperson

Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.

31.05 Minutes of Meeting

Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the Employer and the Union.

ARTICLE 32 - SAVINGS PROVISIONS

32.01 Government Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation:

- a) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Clause 32.01(a) above.
- c) If mutual agreement cannot be reached as provided in Clause 32.01(b) above, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

ARTICLE 33 – EDUCATION AND TRAINING FUND

- a) The Employer shall contribute to the Union the sum of \$500.00 per year for every year of the collective agreement for education and training of Union members.
- b) The money shall be made payable to MoveUP (COPE Local 378 Education and Training Fund, 301 – 4507 Kingsway, Burnaby, BC V5H 0E3) and shall be remitted on June 1, of each contract year.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

This Agreement shall be binding and remain in full force for the period from April 1, 2019 to and including March 31, 2023.

34.02 Notice to Bargain

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

34.03 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 34.02 above, the Parties shall, within ten (10) calendar days after the notice was given, or on otherwise agreed dates, commence collective bargaining.

34.04 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

34.05 Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

34.06 Effective Date of Agreement

The provisions of this Agreement shall come into force and effect on April 1, 2019.

34.07 Exclusion of Operation: Section 50(2), Labour Relations Code

The Parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and any subsequent equivalent legislative provisions.

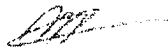
IN WITNESS WHEREOF the parties hereto have affixed their signatures this *24th* day
of *March*, 2021.

FOR THE EMPLOYER

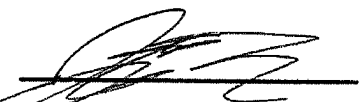


Sharon Di Pietro
Human Resources Business Partner

FOR THE UNION



Mike Novak
Union Representative



Josh Mattu
General Manager

POSITION TITLE: VEHICLE SERVICE ATTENDANT
REPORTS TO: Location Manger (Airport) and Branch Manager (Midtown)
JOB FUNCTIONS:

Maintains and follows standards and procedures set by local management, Hertz Canada Limited, and/or Hertz Corporation in the following core duties, with a view to providing an excellent customer service experience;

1. Vehicle preparation to ensure vehicle is ready for customer pick-up.
2. Drive and park vehicles on-lot as needed as well as to other locations (for example, vendors, body shops, FBO (Fixed Based Operator), ready line, other branches and Seaspan barge).
3. Manage overflow lot according to procedures to ensure vehicles are rotated.
4. Drive and shuttle vehicles and customers as directed.
5. Clean and maintain the supply of car seats at both the washbay and counter.
6. Check vehicles for valid insurance and decals and any missing accessories.
7. Preparing vehicles entering service for rental and the management of insurance decals as directed at time of renewal.
8. Check for vehicle damage and ensure features of the vehicle is operational.
9. Ensure interior of vehicle is clean (including windows, door jams and trunk), vacuum and using upholstery cleaner when needed, etc.
10. Refuel and complete related refueling process, wash the exterior (debug), check fluid levels and tire pressure of vehicles.
11. Pre-inspect the vehicle noting all damage on the vehicle inspection sheet.
12. Document and give and items found in vehicles to either a Manager or counter staff promptly in accordance with the lost and found policy.
13. Communicate with management or designated contact when any supplies including fuel needs to be ordered.
14. Maintain wash bay and equipment to WorkSafe standards as directed, including maintaining a clean work environment, and notifying management of any safety issues.
15. Adhere to all company policies and procedures.

16. Perform related responsibilities or other minor related duties as required or assigned.

POSITION TITLE: CUSTOMER SERVICE REPRESENTATIVE
REPORTS TO: Location Manger
JOB FUNCTIONS:

Maintain and follows standards and procedures set by local management, Hertz Canada Limited and/or Hertz Corporation in the following core duties, with a view to providing an excellent customer service experience;

1. Efficiently, accurately and neatly completes all forms and other processes related to the renting and returning of vehicles.
2. Engages and communicates with customers and resolves inquiries and issues in a clear, polite and professional manner in person or on the telephone, including answering telephone calls, booking, confirming and/or cancelling reservations for customers.
3. Maintain and update rental agreement files; contact and notify customers of overdue rental vehicles, inquire expected date of return; process rental extensions and update computer and credit card authorizations accordingly: close rental agreements and complete billing to customers.
4. Assist with monitoring fleet availability for reservations, walk-ups, upgrade opportunities and upcoming fleet requirements.
5. Assist management with processing the body damage forms, including completion of VIR(Vehicle Incident Report) vehicle and electronic movements as necessary.
6. Ensures the security of company assets by qualifying all renters as directed by company procedures.
7. Assists customers with directions.
8. Pro-actively markets and sells additional products and services marketed by the company from time to time, including but not limited to, options to waive customers responsibility of damage, fuel options and upsells.
9. Adhere to all company policies and procedures.
10. Reconcile fleet at the end of the day and as necessary to ensure that all vehicles are accounted for and reconcile other Hertz assets (i.e. neverlost) as required.
11. Carries out any paperwork/clerical duties as required in complete and legible manner.
12. Communicates with Wash Bay to ensure cars are always available to cover reservations and walk-ups.
13. Reports to Location Manager and safety issue in the workplace.

14. Responsible for maintaining a clean work environment.
15. Perform related responsibilities or other minor related duties as required or assigned.

POSITION TITLE: CUSTOMER CARE REPRESENTATIVE
REPORTS TO: Branch Manager (Victoria Midtown Branch)
JOB FUNCTIONS:

Maintains and follows standards and procedures set by local management, Hertz Canada Limited and/or Hertz Corporation in the following core duties, with a view to providing an excellent customer service experience:

Major Duties:

1. Efficiently, accurately and neatly completes all forms and other processes related to the renting and returning of vehicles.
2. Engages and communicates with customers and resolves inquiries and issues in a clear, polite and professional manner in person or on the telephone, including answering telephone calls, booking, confirming and/or cancelling reservations for customers, and direct complaints to the Manger as necessary.
3. Maintain and update rental agreement files; contact and notify customers of overdue rental vehicles, inquire expected date of return; process rental extensions and update computer and credit card authorization; accordingly; close rental agreements and complete billing to customers.
4. Ensures the security of company assets by qualifying all renters as directed by Company procedures.
5. Assist with management of in-servicing of vehicles and the insurance decals at time renewal.
6. Assist management with the body damage process including completion of VIR vehicle, and electronic movements as necessary
7. Proactively markets and sells all products and services marketed by the company from time to time, including but not limited to, options to waive customers responsibility of damage, fuel options and upsells.
8. Reconcile fleet at the beginning and at the end of each day and as necessary to ensure that all vehicles are accounted for and reconcile other Hertz assets (i.e. Neverlost) as required.
9. Vehicle preparation to ensure vehicle is ready for customer pick-up, including ensuring interior of vehicle is clean (including windows, door jams and trunk). Vacuum and using upholstery cleaner when needed, etc.
10. Pre-inspect the vehicle noting all minor damage on the vehicle inspection sheet ensure features of the vehicle are operational.
11. Drive and shuttle vehicles and customers as directed.

12. Adhere to all company policies and procedures.
13. Refuel, wash the exterior (debug), check fluid levels and tire pressure of vehicles.
14. Maintain wash bay and equipment to WorkSafe standards as directed, including maintaining a clean work environment and notifying management of any safety issues.
15. Perform related responsibilities or other minor related duties as required or assigned by management.

APPENDIX "A"

WAGE TABLE

	April 1	April 1	2%	April 1	2%	April 1	2%
Counter Sales Representative (CSR)	2019	2020		2021		2022	
Start rate	\$15.66	\$15.97		\$16.29		\$16.62	
6 month	\$16.16	\$16.48		\$16.81		\$17.15	
12 month	\$16.33	\$16.66		\$16.99		\$17.33	
24 month	\$17.33	\$17.68		\$18.03		\$18.39	
36 month	\$18.33	\$18.70		\$19.07		\$19.45	
48 month	\$21.95	\$22.39		\$22.84		\$23.29	
			2%		2%		2%
VSA	2019	2020		2021		2022	
Start rate	\$15.15	\$15.45		\$15.76		\$16.08	
6 month	\$15.91	\$16.23		\$16.55		\$16.88	
12 month	\$16.42	\$16.75		\$17.08		\$17.43	
24 month	\$17.47	\$17.82		\$18.18		\$18.54	
36 month	\$18.97	\$19.35		\$19.74		\$20.13	
48 month	\$20.52	\$20.93		\$21.35		\$21.78	
			2%		2%		2%
Customer Care Representative (CCR)	2019	2020		2021		2022	
Start rate	\$15.91	\$16.23		\$16.55		\$16.88	
6 month	\$16.42	\$16.75		\$17.08		\$17.43	
12 month	\$17.61	\$17.96		\$18.32		\$18.69	
24 month	\$19.29	\$19.68		\$20.07		\$20.47	
36 month	\$20.96	\$21.38		\$21.81		\$22.24	
48 month	\$22.66	\$23.11		\$23.58		\$24.05	

Seniority List – March 7, 2019

Area Number	Organization Name	Person Name	Job Description	Hire Date
8113	RAC. BC., Sidney Victoria A/P.	Gowland, Michael	VSA	04/18/2016
8113	RAC. BC., Sidney Victoria A/P.	Kirby, Neil	VSA	09/05/2007
8113	RAC. BC., Sidney Victoria A/P.	Mountain, Susan	CSR	10/06/2008
8113	RAC. BC., Sidney Victoria A/P.	Hermanson, Nick	CSR	12/23/2003
8113	RAC. BC., Sidney Victoria A/P.	Barker, Cindy	CSR	03/12/1995
8113	RAC. BC., Sidney Victoria A/P.	Waygood, Kelly	VSA	09/07/2011
8113	RAC. BC., Sidney Victoria A/P.	Herlaar, Jan	VSA	10/14/2008
8113	RAC. BC., Sidney Victoria A/P.	Pendergast, Howard	VSA	
8113	RAC. BC., Sidney Victoria A/P.	Welch, Phillip	CSR	
8113	RAC. BC., Sidney Victoria A/P.	Hayes, Ronald	VSA	
8113	RAC. BC., Sidney Victoria A/P.	Krishnakumar, Pragadesh Sunderasan	VSA	
8113	RAC. BC., Sidney Victoria A/P.	Chahal, Gurkinder	CSR	02/07/2018
8114	RAC. BC., Victoria MT.	Miller, Garry	Service Associate	08/29/2013
8114	RAC. BC., Victoria MT.	Adderley, David	Mgr Trainee	10/05/2017
8114	RAC. BC., Victoria MT.	Vegiraju, Satishvarma	Mgr Trainee	03/20/2018

APPENDIX "B"

PENSION PLAN

JOINING THE PENSION PLAN

Hertz Canada Ltd's Pension Plan is offered to Full Time Regular Employees after twelve (12) months' continuous employment. Participation in the Pension Plan is optional.

CONTRIBUTIONS

Employees can contribute to the Plan, with Hertz Canada Ltd. matching the employee's contribution, based on the following formula:

Years of Service	Contribution Percentage
One (1) to five (5) years	Employee may contribute between one (1) to four (4) percent of earnings (whole percentage selection only)
More than five (5) years	Employees may contribute between one (1) to five (5) percent of earnings (whole percentage selection only)

Additional contributions are not permitted.

VESTING

All contributions are locked in and vested immediately.

BENEFITS ON RETIREMENT

The normal retirement age is sixty-five (65) however early retirement is permitted at age fifty-five (55). The normal form of pension income is paid as a "Joint and Survivor" benefit, which means the monthly pension benefit is an equal amount paid to you, for you and your spouse's entire lifetime.

BENEFICIARY

Legislation requires the Beneficiary Designation to be the Plan Member's legal spouse. Where an Employee does not have a spouse and/or does not designate a beneficiary, the death benefit will be paid in a lump sum to the estate of the Employee.

Further information about the Pension Plan can be found in the Enrollment Guide and Provincial Booklet.

LETTER OF UNDERSTANDING 1

RE PART TIME EMPLOYEES AND MIDTOWN BUSINESS NEEDS

This letter acknowledges that, subject to exceptions for employees on work permits or study permits, or Midtown Saturday business needs discussed below, the Employer has a practice of scheduling Part Time Regular employees for shifts of no less than 8 hours per day at its Airport location. The Employer has no present intention of changing this practice and will make good faith efforts to continue this practice, subject to bona fide business needs. If the Employer feels that business needs require a change to this practice, the Employer agrees that it will give notice to the Union and the parties will meet to discuss the reasons for the change and any alternatives, which the Employer will consider in good faith, before scheduling any Part Time Employee for less than 8 hours.

The Employer will make good faith efforts to schedule study or work permit employees in 8 hour shifts, but the parties acknowledge that business needs and permit restrictions may require shifts of lesser duration from time to time. If this is the case, the parties will meet to discuss this and any alternatives, which the Employer will consider in good faith, before scheduling any work permit or study permit employee for less than 8 hours.

The Victoria Midtown location presently has a 3-hour shift business need on Saturdays. The parties agree that casuals or part time employees may be scheduled to cover this shift, failing this, it will be put out for overtime in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING 2

RE CUSTOMER CARE REPRESENTATIVES

This letter acknowledges that the Employer intends to have two (2) VSA's and three (3) CCR employees staffing the Midtown location, based on current business and operational needs. The intent of the CCR employee(s) is not to diminish or eliminate the need for the VSA position and the Employer will, to the extent based on business needs and candidate availability, hire VSA's to perform VSA work if increased business permits this.

LETTER OF UNDERSTANDING 3

RE TRANSITION

The parties acknowledge that the implementation of certain aspects of this Agreement will need to be deferred following ratification to allow the Employer to adjust its business operations in anticipation of the change. Accordingly, the parties agree as follows:

Article 19: Hours of work and shifts.

(b) 19.01: Shift bid.

Article 19.01 contemplates a shift bid by seniority. The parties agree that:

- (i) the Employer will be permitted 90 days from ratification to design and implement a shift bid;
- (ii) A new shift bid may be implemented by the Employer within 3 months of the initial shift bid if the transition in hours at Midtown (see 19.01 b) below or other factors in integration make it reasonable to do so.

(b) Transition in hours worked at Hertz Victoria Midtown

Currently Full Time Regular employees at Midtown are required to work a nine & one-half hour (9.5) shift, excluding a one (1) hour unpaid lunch. Such employees receive two (2) paid fifteen (15) minute rest periods and one (1) hour unpaid lunch. For clarity, the parties agree this required shift contemplates one & one-half (1.5) hours overtime.

The parties intend to transition this practice to 8 hour shifts once appropriate business adjustments are made. Accordingly, the current shifts at midtown will remain in effect until the earlier of a) 6 months from ratification, or b) on the Employer giving no less than 30 days' notice to the Union and current employees in writing.

Article 24: Vacation

Article 24 requires vacation selection by Seniority. The parties agree that:

(a) Vacation selection assigned to the date of ratification will be honoured, but the Employer will not approve further vacation for periods after the time set out in paragraph 2b) except by mutual agreement with the Union until the process set out in 2b) takes place.

(b) Within 30 days after the first shift bid set out in paragraph 1a), the Employer will allow vacation to be selected in accordance with Article 24, subject to honouring existing vacation under 2a) without regard to seniority.

Article 26: Sick Pay

The parties agree that this entitlement shall

- (a) be pro rated from the date of ratification for 2019, and
- (b) consider any days already taken.

Article 30: Benefit Plans

The Employer shall have 90 days from ratification to enroll eligible part time employees in benefit plans in accordance with Article 31 but will make good faith efforts to do so as soon as reasonably possible

Wage Protection

Employee(s) currently making a higher base rate than the agreed to salary grid of this collective agreement shall be red-circled at their current rate until such time the grid catches up to their rate of pay.

Security of bargaining unit work

The parties acknowledge that the Manager and Assistant Manager at the Victoria Midtown location have historically performed bargaining unit work and that while the Employer is hiring staff and taking other steps to ensure that this is only done in future in accordance with Article 5.01 time is required to transition to this model. The parties agree that for no longer than three (3) months after ratification the Midtown Manager and Assistant Manager will be permitted to continue doing the same bargaining unit work as before provided that:

- a.) The Employer will make good faith efforts to hire employees as quickly as reasonably possible to eliminate the need for this accommodation and if commercially reasonable, this accommodation will end sooner than three (3) months.
- b.) If a dispute arises, the parties agree it will be referred to arbitrator Ken Saunders for expedited mediation attempting resolution prior to any grievance or labour board application proceeding.

Good faith extension of time if needed for business needs:

An extension of time to any of the steps set out in this transition letter may be granted by mutual agreement between the parties and the Union agrees to consider any extension request in good faith if business needs require. Further, both parties will consider good faith alternatives to the transition set out in this letter if unforeseen difficulties arise.

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**HERTZ - VICTORIA
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND

**MOVEUP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'
UNION, LOCAL 378)
(hereinafter referred to as the "Union")**

PARTY OF THE SECOND PART

RE: EMPLOYEE SENIORITY

1. It is agreed that during the bargaining of March 7, 2019 all Hertz Victoria employees will have their seniority calculated as follows:
 - a. The seniority list established as of March 7, 2019, which is based on date of hire, will be used as the starting point for calculating seniority for all purposes including, but not limited to bidding, benefit accrual, pay rate eligibility, and layoff and recall.
 - b. It is agreed that all employees in the bargaining unit upon ratification date of this agreement, shall have their seniority calculated in accordance with Article 15 of the Collective Agreement and in accordance with (a) above.
2. The Employer and the Union will keep a copy of the Employee(s) seniority list on file. It is agreed that the seniority list shall be subject to any change deemed necessary by the Parties based on any errors and/or omissions.