

# COLLECTIVE AGREEMENT

**BETWEEN:** HERTZ CANADA, LTD.

(C.S.R, IRR, VSA)

Rent-A-Car Division

(Hereinafter referred to as "The Company")

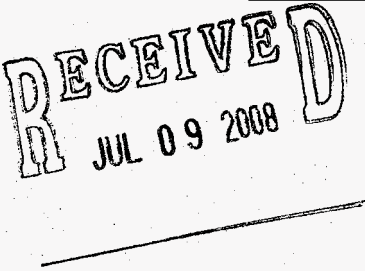
**AND:** UNITED FOOD & COMMERCIAL WORKERS CANADA,  
LOCAL 175

(Hereinafter referred to as "The Union")

**EFFECTIVE:** JULY 1 2007

**EXPIRY:** JUNE 30, 2010

11424(05)



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## **COLLECTIVE AGREEMENT**

**WHEREAS:** The Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation.

**NOW, THEREFORE,** the Company and the Union mutually agrees as follows:

### **ARTICLE 1:00 - Bargaining Agency**

1:01 The Company recognizes the Union as the sole collective bargaining agency for all employees employed by Hertz Canada, Ltd., Rent-A-Car Division in or in connection with its outlets located in the Greater Toronto District (which includes Metropolitan Toronto, Mississauga), save and except station managers, mechanics, trippers, office staff, supervisors and persons above that rank, per file number 1800-76-R, Ontario Labour Relations Board

### **ARTICLE 2:00 - Union Security**

2.01(a) (i) The Employer shall during the term of this agreement as a condition of employment deduct from members of the bargaining unit, the regular weekly union dues and such union dues shall be remitted to the Union, in the format outlined in Article 2.05 (b) below, prior to the fifteenth (15<sup>th</sup>) of the month following the month in which such deduction is made.

(ii) The Employer shall deduct membership initiation fees as may be established by the Union and forward any application forms and such fees to the Union in the format outlined in Article 2.05 (b) below, with the regular monthly dues remittance.

2.01(b) The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail ([remitufcw175.com](mailto:remitufcw175.com)) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information being provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program adaptable to the union. The spreadsheet will be in a table format provided by the Union and the Company will provide the following current information.

1. SIN
2. Employer number if applicable.
3. Full name (last/first/initials).
4. Full address including city and postal code.
5. Telephone number (including area code).
6. Date of hire.
7. Rate of pay.
8. Classification.
9. Full time or Part time designation.
10. Union dues deducted (or a reason deduction was not made).  
If dues are deducted weekly, report requires five (5) columns for reporting.
11. Total dues deducted.
12. Back dues owing.
13. Vacation pay breakdown of dues owing.
14. Initiation dues deducted.
15. Total initiation fees deducted.

2:02 It is understood and agreed that the first ninety (90) calendar days of employment employees shall be on a trial period and during this period they may be discharged by the Company with or without just cause. New employees may be secured from any source the Company desires.

2:03 The Company agrees to record the annual Union dues deductions for each employee on his/her T4 Form.

### **ARTICLE 3:00 - Basic Work Week**

3:01 The basic work week for full-time employees shall be five consecutive eight and one-half (8 & 1/2) hour days. All lunch periods shall be one-half (1/2) hour unless agreed upon by the Company to be longer, and shall be unpaid.

3:02 It is understood that the Company may move employees to different locations on a business need basis in accordance with Article 5.02 (a). Employees can request in writing for a change of location and shall be given the opportunity to move by seniority in classification at the next opening after the request.

3:03 All bids that are determined necessary by the Company shall be posted at any location(s) as needed. Location bids shall be completed in no more than fourteen (14) days to become effective the following work week and shall be bid in accord with Article Eighteen (18) of this Agreement by seniority in classification. There shall be at least two (2) shift bids annually, the first occurring in the fall months and the second occurring in the spring months. The fall bid shall be posted no later than November 15<sup>th</sup> and the spring bid shall be posted no later than May 15<sup>th</sup> unless operating circumstances require a change in

either or both bid periods. The Company shall provide prompt notice to the Union in the event such operating circumstances arise.

3:04 All bargaining unit vacancies will be posted at **all** locations.

#### **ARTICLE 4:00 - Rest Periods**

4:01 Employees shall be allowed two (2) fifteen (15) minute rest periods per eight and one-half (8 & 1/2) hour shift at a time determined by the supervisor or designated person in charge.

4:02 The Company agrees to maintain its present policy in respect to lunch, rest, and change rooms for the use of the employees.

4:03 The Company will schedule employee meal periods between the third (3rd) and fifth (5th) hours of the employee's shift.

4:04 Employees when required to report for work and not sufficient work is available shall be guaranteed four (4) hours' work, or four (**4**) hours' pay in lieu thereof, at their regular hourly rates of pay. However, when employees are required to attend a Company meeting, they shall be guaranteed four (4) hours call-in pay only. Work schedules shall not be changed without two (**2**) calendar days' notice to each employee affected by such change, however, this shall not apply in an emergency situation.

4:05 (a) The Company shall provide each location with time sheets or time clocks in order to enable employees to record their time for payroll purposes.

(b) Employees will be paid on Thursdays for the previous weeks work week based on a weekly payroll system.

#### **ARTICLE 5:00 - Wages**

5:01 The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "A" of this Agreement, provided that where an individual employee's hourly wage is higher, such hourly rate of wages shall not be reduced by reason of this Agreement.

5:02 (a) Although the Union recognizes the practice of transfers, the Company will attempt to keep employees at their regular work stations. Transfers shall be made on a seniority basis subject to the employee's ability to perform the normal requirements of the job, in which event the junior employee will be assigned the transfer. The Employer shall give employees twenty-four (24) hours' notice in advance of such transfers except in cases of emergency or on scheduled absence of employees.

The Employer agrees that when an employee has been assigned a transfer, the employee shall receive one (1) day off work with no **loss** in pay for each twenty (20) transfer occurrences within each calendar year. The employee will designate the day off and will advise the Employer at least two (2) weeks in advance.

(b) Employees shall be compensated for actual expense of public transportation or the actual cost of taxi fare, if such transportation is required by the Company.

**5:03** There will be a minimum of eight (8) hours between the time an employee concludes one (1) scheduled work shift and commences the next scheduled work shift except in cases of emergencies beyond the control of the Company or where an employee voluntarily changes his shift. (Schedule change).

5:04 Any employee assigned to work in a higher classification will be paid the higher classification rate for all time worked in that classification.

#### **ARTICLE 6:00 - Overtime Rates of Pay**

**6:01** All time worked in excess of eight and one half (8 & 1/2) hours per day or forty-two and one-half (42 & 1/2) hours in the employee's work week shall be paid for at the rate of one and one-half (1 & 1/2x) times the employee's regular hourly rate of pay. Employees will not be permitted time off in lieu of overtime pay.

**6:02** Paid sick time shall be considered as time worked for the purpose of computing overtime.

**6:03** Overtime shall be offered on a seniority basis, wherever possible, as follows:

(a) If overtime becomes available, the Company will offer the overtime of (4) four hours or less to employees who are working or who are scheduled to work that day.

(b) If overtime becomes available, the Company will offer the overtime of more than (4) four hours to employees who are not scheduled to work that day.

(c) In the event there are insufficient volunteers as a result of actions outlined in (a) or (b) herein, the most junior employee in the classification in which the overtime is needed will be required to work the overtime.

## **ARTICLE 7:00 - Holiday Pay**

7:01 There shall be eleven (11) paid holidays for regular employees during the term of this Agreement. These holidays are as follows:

Victoria Day	Civic Holiday
Labour Day	Christmas Day
Boxing Day	Good Friday
Employee's Birthday	Floater Holiday
Canada Day	
Thanksgiving Day	
New Year's Day	

(Employee to give Company one (1) week notice with management approval)

Should the Federal and/or Provincial Government proclaim an additional holiday mandating that the Company give employees the day off with pay consistent with the Employment Standards Act as amended, the holiday shall be added to the list of eleven (11) holidays.

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

In order for an employee to receive paid holiday pay, he must not have been voluntarily absent from work on his scheduled work day prior to and following such holiday.

7:02 In a week in which one (1) paid holiday occurs, the normal basic work week for employees shall be reduced by eight and one-half (8 & 1/2) hours for said holiday, but employees shall be paid for forty-two and one-half (42 & 1/2) hours consistent with Article 3:00 of the Agreement.

7:03 In the event that two (2) paid holidays fall in one (1) week, the work week shall be reduced by seventeen (17) hours and an employee shall receive forty-two and one-half (42 & 1/2) hours' pay, consistent with Article 3:00 of this Agreement.

7:04 If an employee is required to work on one (1) of the above-mentioned holidays, he shall receive time and one-half (1 & 1/2x) his regular rate for all hours worked, in addition to his regular holiday pay. The Company agrees to allow any employee working on a statutory holiday to have the option of choosing a day off at a future date without pay once each contract year. Such day shall be given upon mutual agreement between the employee and the Company with due regard to business needs and the Company shall not allow more than one (1) employee off per day unless in elects to do so.

7:05 Employees shall be given the opportunity of work on paid holidays on the basis of their seniority by location (emphasis added) in the classification in which the

overtime is needed. Work on paid holidays shall be on a voluntary basis. The Company shall have the right to schedule the required number of employees by reverse seniority, first by location in the classification in which the overtime is needed, if enough volunteers are not found.

7.06 The Employee's Birthday holiday may be taken for any other reason or occasion subject to the eligibility requirement set forth herein.

## **ARTICLE 8:00 - Vacations**

- 8:01 If employment is terminated either by the Employer or employee, the employee is entitled to four percent (4%) of the gross earnings for time worked.
- 8:02 Any regular full-time employee with one (1) year service as of their anniversary date of hire shall receive two (2) weeks vacation at his or her regular rate of pay or four percent (4%) of total compensation whichever is greater.
- 8:03 All regular full-time employees who have completed four (4) years of continuous service with the Company as of their anniversary date of hire shall receive three (3) weeks vacation at his or her regular rate of pay or six percent (6%) of total compensation whichever is greatest.
- 8:04 All regular full-time employees having completed ten (10) years or more of continuous service with the Company as of their anniversary date of hire shall receive four weeks vacation at his or her regular rate of pay, or eight per cent (8%) of the total compensation, whichever is greatest.
- 8:05 All regular full-time employees having completed eighteen (18) years or more of continuous service with the Company as of the anniversary date of hire shall receive five weeks vacation at his or her regular rate of pay, or ten per cent (10%) of the total compensation, whichever is greatest.
- 8:06 When a holiday occurs during an employee's vacation, an extra day's pay will be paid with their vacation cheque.
- 8:07 Times at which such vacation are taken shall be scheduled by the Company according to Company seniority by location. The summer vacation bid will be posted by February 15 and the remaining vacation bid by September 15. Vacation requests submitted after the established bid periods will be considered in the order received.
- 8:08 The Company agrees that it will normally allow, on the posted vacation schedule, four (4) Counter Sales Representatives from the Airport, two (2) from the Central District, one (1) from the East District and one (1) from the West District at the same time, provided such amount is possible in accordance with the Company's business needs. The Company will state, in



writing, its reason(s) for the denial of any requested vacation. On-airport Vehicle Service Attendants and Instant Return Representatives will continue to schedule vacations per the current practice. With regard to the scheduling of vacation during the Company's peak business season (the months of July and August), eligible employees cannot select more than two (2) weeks' vacation until all eligible employees have made their vacation selections in accordance with the vacation posting and selection process referenced in 8:07 above.

8.09 All employees will be paid out for all vacation pay owed by their anniversary date each year. They will be given a copy of total compensation calculation minus any used vacation monies as of their anniversary date each year.

### **ARTICLE 9:00 - Management's Rights**

9:01 The rights of the Employer shall include, but shall not be limited to, his right to conduct the business, his operation and the direction of his working forces. The Employer's discretion and judgment shall control the selection and retention of employees and the work and duties to which they are assigned, including the right to hire, transfer, schedule, promote, demote, suspend and discharge for just cause and the right to make rules and regulations concerning the conduct of the business and the employee, providing the same are not contrary to the terms of this Agreement. The failure of the Company to exercise its rights under this Agreement in any respect shall not be taken as a waiver of its rights.

### **ARTICLE 10:00 - Employee and Union Co-operation**

10:01 The employees agree to uphold the rules and regulations of the Company in regard to punctual and steady attendance and shall give two (2) hours notification in case of absence for the P.M. shift and one (1) hour notification on the AM. shift, conduct on the job, and all other reasonable rules and regulations, established by the Company, shall continue to be upheld by the employee.

10:02 The employees agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the working area and caring for equipment and machinery.

10:03 The Union agrees to co-operate when requested by the Company in correcting inefficiencies of its members which might lead to discharge.

10.04 (a) The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement or for performing services on a Union Committee outside working hours.

(b) The Employer and the Union agree that neither will discriminate or harass either directly or indirectly nor will they permit any of their agents, members or representatives to discriminate or harass either directly or indirectly against any employee by reason of race, creed, color, nationality (inclusive of ancestry and country of origin), religion, age, sex, sexual orientation, non-disqualifying physical or mental disability, marital, family or veteran status, or membership or activity in the Union.

(c) The Union and the Company agree that locations covered by this Collective Agreement should be free of sexual harassment.

(d) The use of the masculine gender in this agreement shall include both male and female if applicable in the context of the sentence.

10.05 (a) The Company agrees to recognize the appointed or elected representatives of the Union in the locations who shall be known as the Union Stewards. The Company will afford any employee the opportunity of having the Union Steward or in the absence of the Union Steward any other member of the Bargaining Unit present, when such employee is to receive an official warning which may lead to dismissal. Another member of the Bargaining Committee shall be present if the Union Steward is to receive an additional warning which may lead to dismissal.

(b) Stewards to have at least three (3) months of service

The Union will inform the Company in writing of the name of the Steward and of any subsequent change thereof.

(c) Authority of Steward

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

(1) Investigation and presentation of grievance in accordance with the provisions of the Agreement during his working hours, upon appointment with his supervisor of the Company's representative; however, at no time will this procedure interfere with the normal conduct of business.

(2) The transmission of such messages and information which shall originate with and are authorized by the Business Agent, provided such messages and information have been put in writing or, if not in writing, are of a routine nature and do not involve work stoppage, slow-downs, or any other interference with the Company's business.

10:06 It is agreed that the Negotiating Committee for these units shall be composed

of three (3) members, two (2) from the Airport, (one (1) Rental Rep and one (1) Vehicle Service Attendant, and one (1) from off-airport and these employees shall be compensated for scheduled straight time hours by the company.

10:07 Employees who wish to be considered for job vacancies other than their classification shall advise the Company in writing of their intent. The Company agrees it will consider such request for future job vacancies.

10:08 Should any new job classification or classifications be established during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between them, provided, however, that in the event the parties are unable to agree, the employee shall work at whatever rate shall be set by the Company and the matter shall be submitted to arbitration as is provided in the grievance procedure and the parties shall abide by the result of the arbitration.

#### **ARTICLE 11:00 - Discharge of Employees Subject to Arbitration**

11:01 If an employee is of the opinion that there has been an improper dismissal and the same is not adjusted by mutual agreement and the Union has submitted to the Company a grievance in writing signed by the employee concerned then such dismissal may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration Sections of this Agreement. Such grievance shall be filed at Step Two of the grievance procedure.

11:02 This Article does not apply in the case of any dismissal of an employee for any reason whatsoever where such employee has worked less than ninety (90) calendar days, except reasons covered by the Human Rights Code.

11:03 Reprimands in an employee's file will be removed after one (1) year unless it is part of a progressive discipline and each progression is given within the succeeding year. 11:04 When a disciplinary interview is held with an employee, a steward, if available, will be present unless the employee requests otherwise.

#### **ARTICLE 12:00 - Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal**

12:01 The Company agrees to abide by the "Employment Standards Act," in respect to notice required or pay in lieu of notice, in cases of dismissal.

#### **ARTICLE 13:00 - Leave of Absence**

13:01 The Company agrees to allow time off work without pay for one (1) delegate

elected to attend Union Conventions or designated to attend negotiations for a period of not more than ten (10) working days a year. Requests for more than one (1) delegate shall be decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks' notice in regard to such request to attend conventions.

13:02 The Company agrees to grant time *off* without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or a longer period as may be mutually agreeable to serve in any capacity of official Union Business. Any employee who has been granted leave of absence to serve the Union in an official capacity shall neither lose nor gain seniority upon his returning to work.

13:03 Any employee's request for personal leave of absence must be in writing to a member of management where such application will be given full consideration.  
X Medical leave will be granted for a period of up to six (6) months upon proof being submitted.

13:04 The Company shall reply in writing within two (2) weeks, to all written requests for leave of absence with one (1) copy to the employee concerned and one (1) copy to the Union Steward at the location where the employee is employed.

#### **ARTICLE 14:00 - Statutory Leaves of Absence**

14:01. The Company shall comply with Ontario labor law inclusive of the Employment Standards Act with regard to the processing of leaves of absence falling under the jurisdiction of said agency (ies). Such leaves include pregnancy, parental, family medical, and emergency leave. In cases involving pregnancy leave, the employee will be required to give the Company at least two (2) weeks notice of her desire to return to work following such leave.

#### **ARTICLE 15:00 - Jury Duty**

15:01 Employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for Jury services and the amount they would have earned had they worked on such days, up to their regularly scheduled hours. This does not apply if the employee is excused from Jury Duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (1/2) day or more), or if the Jury Duty occurs on the employee's scheduled day off. The employee must supply an official document of Jury Service.

15:02 The employee shall notify the Company of his court commitment prior to the preparation of the schedule for the week involved.

15:03 Any employee who is called as a Crown witness in Court for any case shall be paid for all time lost if called to testify during his working hours. If witness fees are paid, the employee shall refund them to the Company. Payment in this instance shall require proof of witness by court subpoena.

#### **ARTICLE 16:00 - Bereavement Pay**

16:01 Employees shall be granted time off from work with pay to a maximum of five (5) consecutive scheduled work days, in the event of a death in the immediate family, the length of such leave shall be determined by the Company provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother or sister, current mother-in-law, current father-in-law, or common-law spouse.

16:02 In addition to the above, the Company agrees to grant employees the necessary time off from work, with pay, to a maximum of one (1) full day at the time of the death of the employee's grandparents or brother-in-law or sister-in-law or son-in-law or daughter-in-law, provided the employee attends the funeral.

#### **ARTICLE 17.00 - No Strike, No Lockout**

17:01 It is mutually agreed that there shall be no strikes, lockouts, stoppage of work or slowdowns during the life of this Agreement.

17:02 Legal Picket Line - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event that an employee refuses to enter upon any Company property involved in a legal labour dispute or refuses to go through or work behind any legal picket lines at the Company's place of business, whereby so doing he exposes himself to a direct and immediate danger.

#### **ARTICLE 18:00 - Seniority**

18:01 Seniority shall be defined as the length of continuous employment with the Company in the bargaining unit. In addition to Company Seniority, each employee shall have Job Classification seniority, subject to the provisions hereinafter set forth, based on length of service each employee has with the Company in his job classification as identified in Appendix 'A' of this Agreement. All new or rehired employees (exclusive of employees recalled from lay off) employed in a regular full or part-time classification as shown in Appendix 'A' shall be regarded as probationary for ninety (90) calendar days. The probationary period may be extended by mutual agreement.

Each such employee may be terminated with or without cause and without recourse to the grievance procedure during his/her probationary period, except reasons covered by the Human Rights Code.

Such employee, if continued in the employ of the Employer after the expiration of the probationary period, shall have his seniority computed from his date of hire.

18:02 Seniority shall be the governing factor in matters of demotion, vacation and holidays, layoff, reduction in part time, rehire after layoff, and the filling of vacancies or new positions providing the employee has the skill, qualifications and willingness to perform the work required. In the event the Company determines that it must reduce the working force in one or more job classifications, the following provisions shall govern the layoff:

- (a) The Company will give seventy-two (72) hours advance notice to the affected employees except in the event of acts of God, airport closings, or any other emergency situation beyond the reasonable control of the Company, or should the Company elect to provide pay in lieu of notice.
- (b) The Company will advise the Union in writing prior to the announcement of a lay off except in the event of acts of God, airport closings, or any other emergency situation beyond the reasonable control of the Company.
- (c) Probationary employees in the affected job classification(s) will be terminated.
- (d) If additional reduction is required, the last regular employee(s) hired in or transferred or promoted to the affected job classification(s) shall be the first employee(s) laid off from the classification.
- (e) Displaced employees from the affected job classification(s) shall be permitted to "bump" employees in lower rated job classification(s) provided they are readily capable of performing the work and have greater Company seniority.
- (f) Should it become necessary to increase the working force, laid off employees with seniority – and/or employees who successfully bumped into other classifications as outlined in 'e' above – will be called back to the job classification from which they were laid off in reverse job seniority order.
- (g) Employees who bump into a lower rated classification as provided for in "e" above and are recalled to their former classification will be required to accept the recall.

18:03 A seniority list of the employees will be posted at all locations of the Company at all times and will be updated two (2) times per year in the months of January and July. Former Economy employees will be identified as such on the seniority lists posted at the former Economy locations, and separate seniority lists will be maintained for these employees for the purpose of shift and location bids. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the matter shall be processed under the Grievance Procedure of this Agreement. Any protest to the seniority list must be made in writing within thirty (30) days from the date of posting of the seniority list. In the event no protest is made, the seniority list as posted shall be considered correct and final. A copy of said seniority list will be forwarded to the Union office twice each calendar year, in the months of January and July.

18:04 An employee's seniority rights shall cease and his employment with the Company shall terminate if:

- 1) He quits voluntarily;
- 2) He is discharged for proper cause;
- 3) He is absent for three (3) consecutive working days without authorization and/or without notifying the Employer;
- (4) He does not return to work within three (3) consecutive working days after being recalled by the Employer by a letter sent by registered mail with return receipt requested addressed to him at the last address he has given the Employer, unless there is a documented bonafide reason.
- X (5) He exceeds a leave of absence without written approval of the Employer or provable inability to communicate;
- 6) He is laid *off* in excess of twelve (12) consecutive months;
- 7) He accepts a position with another employer while on leave of absence.

18:05 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to part-time basis.

18:06 The Company, when reducing hours of work, agrees they will not reduce the regular scheduled hours of the full-time employee for the purpose of replacing such hours with part-time or casual help.

18:07 In the event an employee is offered a regular job by the Company outside the bargaining unit, and the employee accepts the job and leaves the bargaining unit, the employee shall lose all of his seniority under the terms of this

Agreement. However, an employee offered a job outside the bargaining unit may elect to take the new job on a trial basis and retain his seniority under this Agreement. In such an event, the employee must then secure a leave of absence from his regular job. Such leave of absence must be with the approval of the Union and the Company and cannot exceed a period of longer than sixty (60) calendar days. By the end of the trial period, the employee must determine whether or not he desires to remain at his job within the bargaining unit or accept the position outside the bargaining unit without any right of return to the bargaining unit.

#### 18:08 Seniority and Shift Bids

- (a) Seniority shall be by length of service in classification for purpose of shift bid (during designated shift bid periods) except as otherwise provided for in 18:08 "b" through "d" below. However, for purposes of longevity benefits the employee shall receive credit for their entire full-time length of employment at the Toronto facility.
- (b) Employees who were hired, transferred or promoted into a classification covered by this Agreement two (2) or more years prior to the ratification date of the Successor Agreement to the Parties' 2004-2007 Collective Agreement, will bid for shift by classification seniority for twelve (12) months following the date of ratification and thereafter by Company seniority.
- (c) Employees who were hired, transferred or promoted into a classification covered by this Agreement less than two (2) years before the ratification date of the Successor Agreement to the Parties' 2004-2007 Collective Agreement, will bid for shift by classification seniority for twenty-four (24) months following the date of ratification and thereafter by Company seniority.
- (d) Employees who assume, by way of hire, transfer or promotion, a classification covered by this Agreement on or after the date of ratification referenced in "b" and "c" above will bid for shift by classification seniority for twenty-four (24) months following the date of hire, transfer or promotion and thereafter by Company seniority

18:09 It is understood that the Company could require temporary assistance in the clerical staffing because of prolonged absences or a temporary influx of additional responsibilities.

Should the Company desire to fill these vacancies or add additional temporary help from the bargaining unit, they shall do so by selecting a person of their discretion and shall pay the person in accordance with the Labour Agreement. Said person shall continue to accumulate seniority in their classification during this period of time. Any temporary appointment shall be for no longer than sixty (60) days.



## ARTICLE 19:00 - Grievance and Arbitration

19:01 A grievance is a protest by an employee against the Employer because of an alleged violation of a specific provision of this Agreement.

Every effort shall be made to settle any grievance as expeditiously as possible in accordance with the following procedure. However, a grievance must be heard at the first step within ten (10) working days of the alleged violation and/or knowledge of the same to be recognized by the Company.

19:02 STEP 1 - The grievance shall first be taken up with the appropriate immediate supervisor.

STEP 2 - The aggrieved employee must reduce his complaint in writing and submit it to the City Manager within seven (7) working days of the alleged violation. The City Manager will give his written answer within seven (7) working days from the date the grievance was presented to him in writing.

STEP 3 - If the Union desires to process the grievance further, it shall be taken up by the Business Representative of the Union with the Zone Manager, or assigned, within seven (7) working days from the date the City Manager gives his written answer. The Zone Manager, or assigned, will give his written answer within seven (7) working days after receipt of the second step.

STEP 4. - If the Union desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

- (a) Within seven (7) working days after receipt of the Employer's written answer in the third step, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.
- (b) The parties will attempt to agree upon an arbitrator, but upon failure to agree the parties will request the Minister of Labour of Ontario to appoint an Arbitrator.
- (c) The Employer and the Union shall jointly prepare and sign for the arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

19:03 The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements supplemented hereto.

- 19:04 In any proceeding seeking to require to stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this contract shall deprive a court of its power to determine questions of **arbitrability**, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.
- 19:05 Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, but the cost or expense of the arbitrator and the conference room shall be borne equally by the Employer and the Union.
- 19:06 The decision of the arbitrator shall be binding upon the Employer and the Union during the duration of this Agreement. In the event that either party shall refuse to agree to the arbitrator's decision, the other party shall be allowed all legal and/or economic recourse.

#### **ARTICLE 20:00 - Health and Welfare - (Full-time employees)**

- 20:01 The Company will maintain in effect the Health and Welfare Programs and Pension Program. The cost of the Company Group Insurance Plan shall be paid by the Company.
- 20:02 A Group Insurance Plan providing Life Insurance, Prescription Drug Plan, Accidental Death and Dismemberment Insurance, Weekly Income for Accident or Sickness, Dependent Life Insurance, and Major Medical Insurance will be provided and continued in effect for the life of this Agreement. Employees will have the option of joining the Plan and *of* covering dependents, but will not be required to do so if insured under a spouse's medical plan. Premium cost will be paid by the Company. Except for Dependent Life Insurance, which the employee pays the entire cost.
- 20:03 Life Insurance shall be in an amount two (2) times the annual earnings to the next higher \$1,000 subject to a maximum benefit of \$100,000.
- 20:04 Accidental Death and Dismemberment Insurance shall be two (2) times the annual earnings to the next higher \$1,000 subject to a maximum benefit of \$100,000.
- 20:05 Weekly income for accident or sickness shall be 66 2/3% of the weekly salary (exclusive of bonus, overtime, or incentive pay) subject to a maximum benefit of \$250 per week. Benefits will be paid from the first day of an accident or the eighth day of a sickness for a maximum period of 26 weeks.
- 20:06 Dependent Life Insurance shall be \$1,000 for a wife, and \$500 for each child.

20:07 Major Medical shall be provided to supplement the Ontario Health Insurance Plan. Major Medical shall have a lifetime maximum limit of \$100,000 per covered individual. The annual family deductible shall be \$25.

Major Medical coverage shall include but not be limited to the money difference between a hospital ward and private or semi-private hospital room, prescription drugs, R.N. services, para-medical services, braces, and crutches in accordance with the schedule of covered expenses provided by the Group Carrier.

20:08 An employee, as defined by the Group Carrier, is eligible to participate in the Group Insurance Plan, provided he is full time, permanent, under the age of 65 years and has completed the 90 day waiting period. A dependent of an eligible employee who meets the definition of "dependent" as set forth by the Group Carrier, is eligible to participate in the Group Insurance Plan.

20:09 The full-time employees covered by this Agreement shall receive the coverage in the Company's Dental Plan which shall be paid for by the Company, and shall be in accordance with the current O.D.A. rates.

20:10 The full time employees covered by this Agreement shall receive the Company Optical Plan which shall be paid for by the Company, effective the first full month after the signing of the Labor Agreement. The Optical Plan will be amended to reflect that the Optical Plan will be \$225.00 every twenty-four (24) months.

### **ARTICLE 21:00 - Part-time Employees**

21:01 Part-time employees (less than twenty-four (24) scheduled hours per week) shall receive statutory holiday pay and vacation pay in accordance with the applicable provisions of Ontario law. It is understood that part time employees shall not receive any other benefits. However, should any part time employee work three (3) consecutive months on a scheduled full time basis, excluding vacation relief, sickness and accident, maternity and bereavement leave; said part time employee shall commence to be eligible for all other benefits at that date for as long as they remain a full time employee.

### **ARTICLE 22:00 – Business Agents Visits**

22:01 The authorized business agent or representatives of the Union will be permitted to talk with any employee regarding Union matters during regular working hours. It is understood that such Representative shall first notify the management of their presence.

### **ARTICLE 23:00 - Bulletin Boards**

23:01 The Company agrees that during the term of this Agreement, it will make space available to the Union on the existing Bulletin Board at each of its locations for the purpose of posting notices directly relating to the employees of the location, on approval of management.

### **ARTICLE 24:00 - Wearing Apparel**

24:01 The Company agrees during the term of this Agreement to maintain its practices relative to wearing apparel for employees. Special clothing such as rain coats, gloves and parkas, are to be supplied and maintained by the Company where required. All uniforms and clothing will be supplied on a timely basis. It is understood that employees will comply with the Company dress code and maintain a neat appearance at all times. The Company will provide a forty-five dollars (\$45.00) per month dry cleaning allowance to all rental representatives for items of the uniforms which require dry cleaning. The Company will now provide fifty (\$50) per year for footwear to all employees in lieu of the previous practice.

### **ARTICLE 25:00 - Charitable Donations**

25:01 While the Company and the Union are fully in favour of charitable causes, and it is agreed that employee donations to charity funds shall be on a strictly voluntary basis.

### **ARTICLE 26:00 - Sick Pay**

26:01 An employee who has one (1) year's seniority shall be paid his regular straight time pay for each absence as a result of a bonafide illness or accident up to a maximum of ten (10) days per calendar year which will end each October 31st. An employee who has obtained less than one (1) year of seniority will receive pro-rata sick days with pay to the balance of the completion of their first year and thereafter shall be entitled to the ten (10) days per year. Such pro-rata share shall be computed on the October 31st date each year and shall be based on a three (3) month waiting period with the credited days starting from that date. All remaining full months worked to October 31st shall be credited with one (1) day sick leave for each month worked. Payment on all unused sick days at time and one-half shall be paid in the first pay period of December. Sick day pay out will be done on a separate check at the appropriate tax deduction level. An employee whose employment is severed for just cause prior to the distribution of unused sick day pay shall not be eligible for any unused sick day pay.

26:02 The Company may require a doctor's certificate for the second and all other individual illnesses in an employees credited year, and will not pay sick time if an

employee does not comply. Additionally, if an employee does not comply with call-in time (10.01), he/she shall not receive paid sick time, if applicable. The Company will monitor managers asking for doctor's notes for any abuse.

#### **ARTICLE 27:00 - Bargaining Unit Work**

27:01 Persons excluded from the bargaining unit shall not perform bargaining unit work except that Managers can do bargaining unit work in cases of absenteeism, emergencies, training, and peak rental periods, when bargaining unit employees capable of performing bargaining unit work are not available. Any violation of this clause shall be subject to the Grievance and Arbitration Provisions of the Agreement.

27:02 Any facility that has two (2) or less employees on duty will be expected to interchange job functions when necessary.

#### **ARTICLE 28:00 - Employees Personnel Files**

28:01 Employees will be permitted access to their personnel files on their own time, provided they give advance notice.

#### **ARTICLE 29:00 - Health & Safety**

29:01 The Company and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and shall have a committee of representatives from the Company and a minimum of three (3) Union employees – but no less than the number of management representatives- who will meet on a frequency no less than proscribed by the Occupational Health and Safety Act of Ontario.

29:02 The parties agree to adhere to the Occupational Health and Safety Act of Ontario.

29:03 The Company agrees to notify the Union in all cases in which workers are being accommodated under Bill 162 of the Workers Compensation Act.

**ARTICLE 30:00 - DURATION OF AGREEMENT**

30:01 This Agreement shall continue in full force and effect from July 1, 2007 up to and including June 30, 2010.

30:02 This Agreement shall be automatically renewed from year to year unless notice by registered mail is given by either party to the other for amendment or termination, not less than thirty (30) days nor more than sixty (60) days before the termination date of the Agreement or preceding the anniversary date in any year thereafter. After such notice is given by either party to the other to amend or terminate this Agreement, this Agreement shall remain in full force and effect until a new Agreement is signed or completion of mediation proceedings as prescribed by law, whichever shall first occur.

30:03 ~~IN~~ WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives this twelfth day of November, 2007.

**HERTZ CANADA, LTD.  
Rent-A-Car Division**

**UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175**

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## APPENDIX A

### WAGES

1. Employees hired into the bargaining unit on or before June 30, 2004 will receive the following increases to their base rates of pay on the corresponding dates:

	<u>July 1/07</u>	<u>July 1/08</u>	<u>July 1/09</u>
C.S.R	.45¢	.50¢	.55¢
I.R.R	.45¢	.50¢	.55¢
V.S.A	.50¢	.50¢	.55¢

2. Employees hired into the bargaining unit on or after July 1, 2004 will be paid the following minimum rates of pay:

<u>C.S.R</u>	<u>Date of Ratification</u>	<u>July 1/08</u>	<u>July 1/09</u>
Start	13.00	13.50	14.00
6 months	13.25	13.75	14.25
12 months	13.50	14.00	14.50
18 months	13.75	14.25	14.75
24 months	14.00	14.50	15.00
36 months	14.50	15.00	15.50
48 months	15.00	15.50	16.00

<u>I.R.R.</u>	<u>Ratification</u>	<u>July 1/08</u>	<u>July 1/09</u>
Start	12.75	13.25	13.75
6 months	13.00	13.50	14.00
12 months	13.25	13.75	14.25
18 months	13.50	14.00	14.50
24 months	13.75	14.25	14.75
36 months	14.25	14.75	15.25
48 months	14.75	15.25	15.75

<u>V.S.A.</u>	<u>Ratification</u>	<u>July 1/08</u>	<u>July 1/09</u>
Start	12.50	13.00	13.50
6 months	12.75	13.25	13.75
12 months	13.00	13.50	14.00
18 months	13.25	13.75	14.25
24 months	13.50	14.00	14.50
36 months	14.00	14.50	15.00
48 months	14.50	15.00	15.50

Effective with a *first time out* ratification, full-time employees on the payroll as of the date of ratification shall receive a \$150.00 signing bonus and part-time employees on

the payroll as of the date of ratification shall receive a \$75.00 signing bonus.

3. Lead Person: The Company, at its discretion, may appoint, assign and maintain lead person(s), who shall receive one dollar (\$1.00) per hour over their regular rate for all work performed in such capacity. Shifts will be paid by seniority within the Lead classification.
4. I.R.R.: The Company, at its discretion, may appoint, assign, and maintain I.R.R. person(s) who shall receive seventy-five cents (\$0.75) per hour above their regular rate of pay for all work performed in such capacity including Instant Return. I.R.R. positions will be posted for 5 days and all candidates will be interviewed. Appointments will not be made in an arbitrary or discriminatory manner. Shifts will be bid by seniority within the I.R.R classification.
5. C.S.R.: The Company, at its discretion, may appoint, assign, and maintain C.S.R. person(s) who shall receive one dollar (\$1.00) per hour above their regular rate of pay for all work performed in such capacity. The C.S.R. positions will be posted for 5 days and candidates will be interviewed. Appointments will not be made in an arbitrary or discriminatory manner. Shifts will be bid by seniority within the CV.R. classification.
6. Shift Premium: Employees whose regularly scheduled shifts start on or after 10:00 p.m. will receive twenty-five cents (\$0.25) per hour above their regular rate for all hours worked.

**HERTZ CANADA, LTD.**  
**Rent-A-Car Division**

**UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175**

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# LETTER OF AGREEMENT #1

Re: Terminal Trippers

The Company agrees it will not use Trippers to the extent of laying off Garage Attendants.

**HERTZ CANADA, LT.D**  
**Rent-A-Car Division**

JRN

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September 20, 2007

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**UNITED FOOD AND COMMERCIAL**  
**WORKERS CANADA, LOCAL 175**

JA

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September 20, 2007

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## LETTER OF AGREEMENT #2

The Employer will recognize UFCW Local 175 as the bargaining agent for the Economy Car & Truck Rental locations becoming a part of Hertz Canada, within the Union's jurisdiction, on or about January 1, 2002.

Article 18 of the collective agreement will be amended to reflect separate seniority lists for employees for the purposes of shift and location bids.

The parties will meet to discuss the details prior to the amalgamation.

Former Economy employees will be identified as such on the seniority lists posted at the former Economy locations.

**HERTZ CANADA, LT.D**  
**Rent-A-Car Division**

JRN

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September 20, 2007

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**UNITED FOOD AND COMMERCIAL**  
**WORKERS CANADA, LOCAL 175**

JA

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September 20, 2007

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## LETTER OF AGREEMENT #3

Re: Training and Education Fund

The Company will contribute in lump sum payment to the UFCW Training and Education Fund \$500.00 each year of the Collective Agreement. Payment to be made within 30 days of ratification for the first year and on the anniversary for subsequent years.

HERTZ CANADA, LT.D  
Rent-A-Car Division

JRN

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September 20, 2007

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UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175

JA

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September 20, 2007

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## LETTER OF AGREEMENT #4

Re: Pay Period

Change the pay period from “Thursday—Wednesday” to “Friday—Thursday” effective on a date to be agreed to by the parties.

HERTZ CANADA, LT.D  
Rent-A-Car Division

JRN

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May 30, 2007

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UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175

JA

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May 30, 2007

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