

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Enterprise-Rent-a-Car Canada Company**

**(hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**

**(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**WHEREAS:**


- A. The Parties are bound to a Collective Agreement effective from August 1, 2013 through July 31, 2016 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.


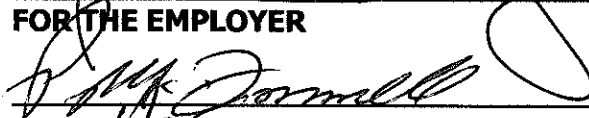
**THEREFORE:**


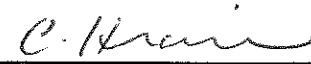
- 1. The Parties agree that the Collective Agreement is renewed for a term of Three (3) years from August 1, 2016 to July 31, 2019 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from August 1, 2016 unless specifically stated otherwise.

- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
- 7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
- 8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at Richmond, B.C. this 17 day of June,  
2024

  
\_\_\_\_\_  
Rose McDonald

  
\_\_\_\_\_  
**FOR THE EMPLOYER**  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
**FOR THE UNION**



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP01	Various	AMEND	

### Union Name change to MoveUP

Change COPE & COPE 378 to "the Union" as required.

Legal reference shall be changed to "MoveUp (Canadian Office and Professional Employees Union, Local 378)".

E&OE  
Signed off this C. Heron <sup>07<sup>th</sup></sup> day of May, 20 16

For the Union C. Heron

For the Employer [Signature]



Local 378 of the Canadian Office and Professional Employees Union

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		<b>May 10, 2016</b>	
UP02	Article 13	<i>Amend-Union Counter Proposal to Employers Counter Proposal</i>	

\*\*\*AMEND\*\*\*

### ARTICLE 13: ARBITRATION PROCEDURE

(b) Arbitrators List

For the duration of this Agreement the list of Arbitrators shall be:

~~Emily Burke~~ Julie Nichols  
 David McPhillips  
 Nicholas Glass  
~~Ron Keras~~ Wayne Moore  
~~Rick Coleman~~ Ken Saunders

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon expiry of the collective agreement, or, by mutual agreement at any time during the collective agreement.

E&OE

Signed off this May 10 day of May 20 16

For the Union

For the Employer



Local 378 of the Canadian Office and Professional Employees Union

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 10, 2016	Time:
UP05	Article 22.01 (b) (iv)	<i>Amend-Union Counter Proposal to Employers Counter Proposal</i>	

**ARTICLE 22: WORKING HOURS**

(b) (iv) The Employer will ensure that a copy of the current shift schedule is posted at all work locations.

E&OE

Signed off this 10<sup>th</sup> day of May 20 16

For the Union *C. H. Harris*

For the Employer *[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP07	24.05	<b>AMEND</b>	

**24.05 Overtime Banking**

Employees who work overtime may transfer to an overtime bank up to one hundred percent (100%) of the overtime hours they earned to be taken as time off in lieu of wages, provided that no employee may bank more than a total of ~~twenty (20)~~ forty (40) hours in any six month period. Any such overtime so banked must be taken off at a time mutually agreed upon with the employee's Supervisor. Any time remaining in an employee's bank at the end of each six-month period will be paid off at the employee's prevailing rate of pay.

E&OE

Signed off this 16 day of June, 2016

For the Union

*P. Horvath*

For the Employer

*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP08	26.03	<b>HOUSEKEEPING</b>	

### 26.03 Proration Of Vacation Entitlement

Approved absences paid for by the Employer, including annual vacation, and absences due to leave for Union business or maternity pregnancy leave or parental leave or family responsibility leave or compassionate care leave or reservists leave or jury duty or absences as a result of an injury covered by Worker's Compensation shall not reduce an Employee's vacation entitlements in the subsequent calendar year.

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP13	19.13	AMEND	

**19.13 Severance Pay**

(a) Regular Employees

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

- (i) two (2) weeks' pay for each full year of service up to maximum of ~~twenty-four (24) weeks' pay~~ thirty-two (32) 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.

E&OE  
Signed off this 16 day of June, 2016.

For the Union C. Hurani

For the Employer [Signature]





(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP03	19.16	AMEND	

## 19.16 Acceptance Of Severance Pay

~~It is understood and agreed that at such time as a Regular Employee's recall period expires, and the severance pay is paid in full,~~ It is understood and agreed that at such time a Regular Employee's 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 Retirement 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 his termination, under any benefit plan referred to in this Agreement.

E&OE  
Signed off this 16 day of June, 2016.

For the Union C. Hranin

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP15	23.10	<b>AMEND</b>	

### 23.10 Provision Of Uniforms

All employees are required to wear uniforms in accordance with Company standards while at work and shall be provided with an adequate supply of such uniforms, or parts of uniforms, in good repair. The Employer will provide sufficient rain gear for employees working in the service area. Maintenance and dry cleaning costs will be the responsibility of the Employer. Overalls or coveralls as such will be provided and cleaned by the Employer. Washable uniform parts will be laundered by the employee. Employees who are required to wash any part of their uniforms at any time shall receive a cleaning allowance of ~~five (\$5.00)~~ seven dollars and fifty cents (\$7.50) per pay period.

E&OE

Signed off this 16 day of June, 2016.

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP18	24.11	AMEND	

### 24.11 Overtime Meal Provisions

If an employee is required to work two (2) hours or more after his regular shift, a one-half (1/2) hour unpaid meal period will be allowed and the Employee will be provided with up to a ~~ten~~ fifteen dollar (~~\$10.00~~) (\$15.00) meal allowance based upon submission of appropriate paid receipts.

E&OE  
Signed off this 17 day of June, 2016.

For the Union C. Khan

For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 17, 2016	<b>Time: 17:27p</b>
UP11	39	<b>AMEND</b>	

**ARTICLE 39: DURATION**

Three (3) year Collective Agreement effective August 1, 2016 to July 31, 2019.

E&OE

Signed off this 17 day of June, 2016

For the Union

*C. Khaw*

For the Employer

*[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> June 17, 2016	<b>Time: 17:17pm</b>
UP25	34.04	<b>AMEND</b>	

### 34.04 Dental Plan

The Dental Plan provides the employee and the employee dependents with financial assistance to pay the Dentist's bills.

Eligibility: Compulsory for full-time employees effective the first day of third month following the first day of work as a full time employee.

[For details including deductibles, see Plan.]

The employer pays 100% of the cost of the dental plan.

The dental plan shall include dependent (18 years and under) Orthodontic Plan coverage up to ~~\$1000~~ \$1500.00 lifetime maximum. *This change will be effective Jan. 1/2017.*

*Att. covm.*

E&OE  
Signed off this 17 day of June, 2016

For the Union *P. Klein*

For the Employer *[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>June 17, 2016</b>	<b>Time: 17:25p</b>
UP27	<b>Appendix "A"</b>	<b>AMEND</b>	

**Appendix "A" – Salary Scales.**

- 1<sup>st</sup> Year – 3%
- 2<sup>nd</sup> Year - 3.25%
- 3<sup>rd</sup> Year – 3%

Retro-Pay back to the expiry of the current August 1, 2013 to July 31, 2016 Collective Agreement. (if applicable)

E&OE  
Signed off this 17 day of June, 2016.

For the Union P. Hranic For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP29	LOU	NEW	

**LETTER OF UNDERSTANDING NO. 18**

BETWEEN

ENTERPRISE RENT-A-CAR CANADA COMPANY  
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'  
UNION, LOCAL 378  
("Union")

RE: Shift Premiums

For the purposes of this Letter of Understanding, an "Overnight Shift" is defined as any scheduled shift that includes hours between 2:01am and 4:59am

Employees working an Overnight Shifts shall be paid a shift premium of one dollar (\$1.00) per hour for all hour(s) worked.

E&OE

Signed off this 16 day of June, 2016.

For the Union

C. Khan

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>June 17, 2016</b>	<b>Time: 17: 35p</b>
UP30	New LOU	<b>New-union counter proposal</b>	

## LETTER OF UNDERSTANDING NO. #XX

BETWEEN

ENTERPRISE RENT-A-CAR CANADA COMPANY  
("Employer")

AND

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES'  
UNION, LOCAL 378  
("Union")

### RE: Customer Service Agents

The Parties agree as follows:

1. The number of Customer Service Agents (CSA's) employed by the Employer, other than at the South Terminal, shall not exceed a number equal to 20% of the total number of Full-Time Regular Rental Sales Agents and Full-Time Floater Rental Sales Agents (collectively "RSA's") as set out in Article 4.01 (the "FTE Number"); and,
2. The FTE Number shall be the number of RSA's on the schedule at the time of the applicable shift bid. This FTE Number shall remain the applicable number until the next shift bid;
3. At least one of the CSA's referred to in paragraph 1, above, shall be a CSA Floater.

*CSA  
CTM.*

E&OE

Signed off this 17 day of June, 2016

For the Union

*C. Kiani*

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company  
PROPOSALS 2016  
Union Proposals (UP Item)**

- 4. The Employer shall only offer to on-shift CSA's voluntary overtime opportunities that are ordinarily available to Services Agents (SA's) once all eligible on-shift SA's have been provided an opportunity to accept said overtime opportunities. The Employer shall only offer to off-shift CSA's voluntary overtime opportunities that are ordinarily available to SA's once all eligible off-shift SA's have been provided an opportunity to accept said overtime opportunities;
  
- 5. The Employer shall only offer voluntary shuttling overtime opportunities to on-shift CSA's once all eligible on-shift SA's and Shuttlers have been provided an opportunity to accept said shuttling overtime opportunities. The Employer shall only offer voluntary shuttling overtime opportunities to off-shift CSA's once all eligible off-shift SA's and Shuttlers have been provided an opportunity to accept said shuttling overtime opportunities; and,
  
- 6. If the Employer calls in a CSA to perform overtime work for an absence in another classification, then the CSA shall perform only the duties for that classification for the duration of that overtime shift.

E&OE

Signed off this 17 day of June, 20 16

For the Union

P. Huron

For the Employer

[Signature]



Local 378 of the Canadian Office and Professional Employees Union

# Enterprise Rent-A-Car Canada Company PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 12, 2016	Time:
U30	NEW LOU #18	<i>Union Counter Proposal to Employers Counter Proposal</i>	

### RE: Flexible Use of Sick Leave

The parties agree as follows:

1. Notwithstanding Article 28.01 of the Collective Agreement, employees may request to use their paid sick leave entitlement set out in Article 28 for the following reasons in addition to those set out in Article 28:

- a) To supplement the paid days to which an employee is entitled in the event of the death of a person falling within the scope of Article 29.04;
- b) To attend the funeral or mourn the death of any person not within the scope of Article 29.04; and/or,
- c) To attend to immediate family matters.

2. Requests for leave under this Letter of Understanding must be for a maximum of two (2) consecutive days at a time and must be submitted at least forty eight (48) hours in advance of the absence, except in the event that the need for the absence is not foreseeable, in which case the request should be made as soon as possible. The Employer will only deny said request if there are material operational impediments to granting the leave, taking into account the reason for the request;

3. Notwithstanding Article 28.04 of the Collective Agreement, the Employer will not require medical certificates unless and until an employee has exhausted his or her paid sick leave entitlement under Article 28.02, after which time the Employer may require the provision of medical certificates at its discretion.

E&OE

Signed off this 12 day of May 2016.

For the Union P. Herani

For the Employer [Signature]