### **MEMORANDUM OF AGREEMENT**

### **BETWEEN:**

### **ENTERPRISE RENT-A-CAR**

(hereinafter referred to as the "Employer")

### **PARTY OF THE FIRST PART**

### AND:

Canadian Office and Professional Employees Union, Local 378 dba MoveUP

(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, 2022 through July 31, 2025 (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, 2025 to July 31, 2028, 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 ratification date, with the exception of wages which will be effective August 1,2025.
  - 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.

- 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 Burnaby and Vancouver, B.C. this 12th day of September, 2025

Farshad Jabbari

Daniel Storms

FOR THE EMPLOYER



(Canadian Office and Professional Employees Union, Local 378)

Union				
Number	Affected Article/MOU	Date:	Time:	
UP#3	Article 12.11	Amend		

## 12.11 Deviation From Grievance Procedure and Union Representatives

- (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.
  - (a) The Employer recognizes the exclusive bargaining agency of the Union. Once a grievance has been filed, the Employer will not seek to negotiate a resolution of the grievance with the grievor(s) but will do so, if at all, through the Union representatives of the grievor(s).

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# Employer Proposal \_ CUUNTU T Unum UP#4 July 14, 2025

### **ARTICLE 13 ARBITRATION PROCEDURE**

#### 13.01

- (a) Any grievance that has been processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.
- At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of potential arbitrators. The other party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the Employer shall, within twenty (20) working days of notification being received by the other party, agree on a single arbitrator.
- 13.03 If the Employer and the Union cannot agree on an Arbitrator within twenty (20) calendar days following the date of issue of a notice of referral to arbitration, then the Parties shall choose one (1) of the arbitrators from the list defined in (b) below, by random draw, subject to the reasonable availability of the selected arbitrator.

13.04

(b) Arbitrators List

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

**Julie Nichols** 

David McPhillips Mark Brown

Nicholas Glass Wayne Moore Ken Saunders

- (a) 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.
- <del>(e)</del>
- (i) The arbitrator shall be requested to render a decision within a period of one (1) month following his/her appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- <del>(d)</del>

<del>(e)</del>

- (ii) 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.
- (iii) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

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(Canadian Office and Professional Employees Union, Local 378)

Union		Sitting		
Number	Affected Article/MOU	Date: July 15, 2025	Time:	
UP#5v3	Article 14	Revised counterproposal in response to ER proposal from July 15, 2025 11:26am appro		

### 14.01 Just Cause

The Employer shall only discipline, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.

### 14.02 Union Representation

- (a) When a meeting is to occur involving an employee for the purpose of discipline or discharge, including discharge for non-culpable causes, the Employer shall advise the Union in advance of such meeting and a Union representative shall have the right to be present at such meeting, the exercise of which right shall not unduly delay the meeting. The term "meeting" in this Article will mean a meeting or other such encounter.
- (b) Union representation will be also present if:
  - i. the meeting is or may become discipline related; or
  - ii. related to medical fitness or medical accommodation.

## 14.03 Employee Notice of Investigation and Notice Of Disciplinary Action

(a) Employee Investigations and Discipline Process

Employees, and the Union, will be notified in advance with general details for the purpose of an investigatory meeting and notified in advance for a discipline/discharge meeting.

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(Canadian Office and Professional Employees Union, Local 378)

## (b) Notice of Disciplinary Action

The Employer will provide the disciplined or discharged employee with a statement in writing setting forth the basis of such discipline or discharge, and the Employer will send a copy to the Union.

### 14.04 Right To Appeal

An employee shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any disciplinary action taken by the Employer.

### 14.05 Discipline Grievances

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an employee has been disciplined, discharged or terminated for other than just cause or that if just cause exists, that the penalty is inappropriate, the Arbitrator, the Labour Relations Board, or other body shall have the power:

To to direct the Employer to reinstate the employee with full pay, including retroactivity and interest, and

to make the employee "whole" with respect to all seniority, benefits and other rights and entitlements which would have accrued to the employee under the Collective Agreement had they remained working.

## 14.06 No Demotion Or Lateral Transfer As Discipline

The Employer shall not have the right to undertake the demotion or the lateral transfer of any employee as a disciplinary action except with the concurrence of the Union, which will not be unreasonably denied.

## 14.07 Work Assignments And Relocation Not To Be Used For Disciplinary Purposes

The Employer shall not have the right to assign or reassign work or to locate or relocate any employee as a disciplinary action except with the concurrence of the Union, which will not be unreasonably denied.

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### 14.08 Major Discipline

- (a) Prior to imposing discipline in the nature of a suspension or termination, the Employer will contact a full-time Business Union Representative of the Union. The purpose of such contact will be to:
  - i) identify the potential range of disciplinary measures which the Employer is considering in the case;

discuss the state of the evidence in the case, and receive such further information as the Union may be in a position to provide; and

iii) discuss alternatives to the imposition of a suspension or dismissal as the case may be.

- (b) The imposition of discipline will not be unduly delayed by this process.
- (c) Any communications flowing from this Article 14.08 are agreed by the parties to be privileged and confidential and will be treated for all purposes as if the communications had occurred during the grievance procedure on a "without prejudice" basis.
- (d) In this Article, "suspension" means a disciplinary suspension and, for greater specificity, does not include any period of time during which an employee may be involuntarily removed from the workplace pending the completion of an investigation.

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(Canadian Office and Professional Employees Union, Local 378)

Union		Association and control to a	
Number	Affected Article/MOU	Date: July 15,2025	Time: 12:52pm
UP#7v3	Article 19	Revised counterpropo counter from Juy 15, 2 Union will revert to 2 Union withdraws Arti- along.	2025 at 11:26am
		Union holds firm to cu language and withdra process along.	urrent registered mail ws email language to move
		Article 19.08 remains for ease of reading.	divided into sub-sections
		Union withdraws propentitlement.	oosal on post-layoff benefit

### 19.01 Reduction of Staff First by Attrition

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

### 19.02 Notice of Displacement or Layoff To Union

- (a) Due to lack of work or being bumped the Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of twenty-one (21) calendar days prior written notice when Regular Employees are to be displaced or laid off due to a lack of work.
- (b) 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.

### 19.03 Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to Article 19.02 (Notice of Displacement or Layoff to Union), at the request of either Party, the

E&OE Signed off this /6	day of July	20.33
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# PROPOSALS 2025 Union Proposals (UP Item)

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Parties shall convene a meeting 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.

### 19.04 Employee Displacement Options

A Regular Employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept training, if applicable; or
- (b) accept placement in a vacant position in accordance with the provisions of this Article; or
- (c) exercise the bumping rights referred to in this Article; or
- (d) accept layoff, retaining the right to recall and to severance in accordance with this Agreement; or
- (e) accept severance in accordance with this Article.

The Employer shall provide a Regular Employee who is subject to displacement or layoff with full particulars with respect to all of the options described above before the employee makes his/her selection.

## 19.05 Placement In Vacant Positions

The Employer shall offer vacant positions within the bargaining unit to Regular Employees who are to be displaced or laid off. This placement shall be based on ability and seniority.

In such cases, the Union agrees to waive the requirement to post the job vacancies. Where more than one Regular Employee has the ability to perform the vacant job, the Employer shall select the Regular Employee who has greater seniority.

## 19.06 Layoff and Bumping Procedure

The most senior employees in any job shall have the option to be laid off first from that job, failing which the employee (s) with the least amount of seniority in any job will be laid off.

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Senior employees wishing to exercise this option must provide the Employer with this election within twenty four (24) hours of the layoff notice being issued pursuant to Article 19.02.

- (a) Once it has been determined based on seniority which employee will be laid off, the laid off employee may displace an employee in a similar or lower classification with less seniority providing they have the ability to do the job.
- (b) Employees who are displaced from their jobs as a result of such bump back procedures may themselves bump an employee having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.

Employees that have voluntarily accepted layoff and have been offered and refused recall shall forfeit their right to receive that severance referenced in Article 19, Section 19.13.

(c) Notwithstanding the above, Part-Time Regular Employees shall not have the right to bump a Full-Time Regular Employee.

### 19.07 Right To Return to Former Position

- (a) A Regular Employee who is displaced or laid off from their position under this Agreement shall be placed on a recall list and for a period of two (2) years from the date of the displacement or layoff or their length of service, whichever is less, have the right to return to the position they held immediately prior to the displacement or layoff.
- (b) Notwithstanding Article 17.07 (c) (Termination of Seniority), a Regular Employee may at any time waive their right to return to any former position in accordance with this Article 19.07, without penalty or prejudice, in which event they shall maintain their current position and work location or layoff status, as the case may be.

### 19.08 Recall Process

- (a) Notice of recall process to an employee who has been laid off shall be:
  - i. made by registered mail to the last known address of the employee, with a copy to the Union office.

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

- ii. The employee must respond to such notice and be available to go to work within fifteen (15) days from the date the notice is mailed or such longer period as may be mutually agreed.
- iii. 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.
- <u>iv.</u> Where more than one (1) employee is on the recall list in similar classifications, recall shall be made in order of seniority.
- v. The Employer has the right to request medical evidence with respect to any illness or injury, which causes an employee not to respond to recall notice.
- vi. A laid off employee must keep the Employer informed of any change in address.
- (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 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 Article.
- (d) An employee, upon recall from layoff, may utilize his/her seniority to fill any shift vacancy in his/her classification which the Employer seeks to fill.
- (e) In the event the Employer intends to recall a laid off employee(s) to fill a vacancy(ies) which is expected to last a minimum of two (2) work weeks, and where a Shift Bid is not scheduled for a minimum of two (2) months, the Employer will:
  - i. post for a twenty four (24) hour period a bid sheet for employees in the impacted job classification identifying the schedule of the vacancy(ies) to be filled; and

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**Union Proposals (UP Item)** 

(Canadian Office and Professional Employees Union, Local 378)

- ii. the most senior bidder, if any, will be awarded this vacancy; and
- iii. the recalled employee shall be slotted into the schedule of the successful bidder; and no further bidding/bumping shall occur.

### 19.09 Extension Of Recall Period

A specific extension of the recall period may be mutually agreed by the Union and the Employer.

## 19.10 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Article 17.09 (Maintaining Good Standing in the Union During Work Absence).

### 19.11 Benefit Entitlement During Layoff

The benefit plan coverage referred to in this Agreement except for sick leave (including weekly indemnity) and LTD may be continued for the duration of the recall period at the option of the employee provided the employee pays any applicable premiums or contributions related to the benefit programs.

The rest of the Article 19 shall remain as-is.

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(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Original August 13 2025 by email and corrected with agreement on status quo to vacation	Time: 12:30pm approx
UP#8	Article 26	Incorporated almost all of ER revis agreement with ER approach  Ensured current language to be de Broke-up into sub-paragraphs for e New employees hired after July ge Standards Act	ion and Union is in general eleted is struckthrough

### 26.01

- (a) Annual vacations with pay shall be based on total service with the Employer, and will be calculated pursuant to Article 26.02 on the basis of the <u>calendar year defined as the twelve (12) month period from January 1 through December 31, inclusive employee's anniversary date;</u>
- (b) The employee will be granted their entire vacation entitlement each year on January 1st their anniversary date.
- (c) New Hires

### **Employees Hired Between January 1 and June 30**

Employees hired within the previous twelve (12) months with a hire date from January 1 through June 30, inclusive, will be considered as having one (1) year of employment for purposes of vacation entitlement.

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### Employees Hired Between July 1 and December 31

Employees hired within the previous twelve (12) months with a hire date from July 1 through December 31, will be considered as having zero (0) years of employment for purposes of vacation entitlement.

### 26.02 Vacation Schedule in Subsequent Years

Employees shall receive subsequent annual vacation with pay in subsequent calendar years on January 1 in advance as follows:

All employees shall be entitled to:

- (b) Fifteen (15) working days vacation after three (3) or more years of employment as of date of hire.
- (c) Twenty (20) working days vacation after eight (8) or more years of employment as of date of hire.
- (d) Twenty-five (25) working days vacation after sixteen (16) or more years of employment as of date of hire.
- (e) Thirty (30) working days after thirty (30) or more years of employment as of the date of hire.

### 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 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.

### **26.04 Vacation Scheduling**

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For the Union		For the Employer	

An employee is only able to use the vacation days to which the employee becomes entitled once they have been granted on the employee's anniversary date pursuant to Article 26.01 and 26.03, however the vacation days may be scheduled in advance pursuant to the procedure set out in Article 26.05 and Article 26.06 below.

### 26.045 Formal Vacation Scheduling Process

- (a) Application of the Formal Vacation Scheduling Process shall be subject to the Employer's bona fide operational requirements;
- (b) The Employer will post the Formal Vacation schedule on October 1 of each year for the following calendar year (January 1-December 31), and the posted vacation schedule shall be visible to all employees prior to selection;
- (c) Employees shall select their vacation periods in order of seniority, from highest to lowest, by work location and job classification;
- (d) Subject to Articles 26.05 (a) and (e) Articles 26.04 (a) and (c), employees can schedule their vacations for any time during the calendar year, subject to the employee having sufficient vacation entitlement at the time the vacation is to be taken;
- Example: An employee with a June 15 anniversary date has 6 days of vacation entitlement remaining on October 1, 2013 and knows that they will receive a further entitlement of 15 days on June 15 2014. During the formal vacation scheduling process, the employee schedules 6 days off in February. The employee also schedules five days off in July and 5 days off in August, knowing that they will receive 15 more vacation days on June 15. The employee will leave 5 days in her vacation entitlement to schedule the following October 1 as they knows they wish to take a week off in February of 2015.
- (e) Once an employee has selected vacation dates pursuant to the Formal Vacation Scheduling Process, the Employer will advise the employee as to which of the selected dates are available. The employee will then have 72 hours in which to notify the Employer of his or her choices.

If the employee fails to do so, the employee will be moved immediately to the bottom of the seniority list within their job classification and work location for the purpose of that calendar year's Formal Vacation Scheduling Process pursuant to Article 26.04 (Formal Vacation Scheduling Process).

The Employer shall make every reasonable effort to contact employees who are absent from work for any reason at the material time so as to ensure that the employee can exercise his or her rights pursuant to Article 26.05 26.04 (Formal Vacation Scheduling Process):

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- (f) Subject to Article 26.04(a) 26.05(a), employees scheduling vacation using the Formal Vacation Scheduling Process shall have the right to schedule all of their vacation entitlement in one continuous period or to schedule their vacation in split periods, provided that no such split period of vacation is less than five consecutive working days in length. Working days shall be considered consecutive for this purpose even if interrupted by regularly scheduled days off work or Statutory Holidays;
- (g) Employees wanting vacation during the period May 1st to September 30th, inclusive and/or December 15 to January 14, inclusive, in any calendar year(s) must use the Formal Vacation Scheduling Process to attempt to secure the desired vacation time off work, unless by mutual agreement between the Employer and the Union that extenuating extenuation circumstances exist to warrant and exception on a case by case basis;
- (h) Employees who schedule vacation using the Formal Vacation Scheduling Process and who subsequently change work location and/or job classification through the job selection procedures contained in Article 18 (Hiring and Promotion) shall be subject to having previously scheduled vacation changed at the discretion of the Employer, which discretion must be exercised reasonable taking into account the following factors:
  - the Employer's bona fide operation requirements (e.g. availability of replacement personnel, workload, etc);
  - the <u>employee</u>'s individual circumstances in relation to any undue hardship (e.g. non-refundable tickets, special family events, etc); and
  - (3) the impact on more senior <u>employees</u> at that work location concerning their vacation selection.

### **26.06 26.05** Informal Vacation Scheduling Process

(a) Once the Formal Vacation Scheduling Process as described in Article 26.05 26.04 (Formal Vacation Scheduling Process) above has been completed in each calendar year, employees wanting to redeem vacation days and/or bank days at any time thereafter can attempt to secure the desired time off work, subject to approval by the Employer, on a "first come, first served" bases taking into account the bona fide operation requirements of the Employer.

Vacation requests through this Informal Vacation Scheduling Process can be for one (1) or more vacation days at a time. In the exercise of its management's rights under this Article 26.05 (Informal Vacation Scheduling Process) the Employer shall exercise its discretion reasonably.

(b) Employees requesting vacation under the Informal Vacation Scheduling Process must apply to the Employer at least one week prior to commencement of the first day of any such vacation and the Employer must respond within twenty-four (24) hours of submission of each such application.

26.07 26.06 Employer Right to Schedule Vacation Unilaterally

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For the Union	For the Employer	
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- (a) Employees must use their entire vacation entitlement prior to the end of the calendar year their subsequent anniversary date;
- (b) Employees must either have used all their vacation entitlement no later than four months prior to their subsequent anniversary date, or have scheduled vacations pursuant to Articles 26.05 or 26.06 such that their vacation entitlement will be used prior to their anniversary date;
  - (b) If an employee has not used or scheduled his or her vacation pursuant to Article 26.08 26.04 (Formal Vacation Scheduling Process), then the Employer may unilaterally schedule the employee's vacation.
  - (c) Before exercising this right, the Employer will provide one week's notice to the employee, during which time the employee will be entitled to schedule his or her unused vacation in accordance with Article 26.05 (Informal Vacation Scheduling Process) above;
- (d) Notwithstanding Articles 26.07 (b) and (c) above, if an employee has an anniversary date in January, February, or March, the Employer will not exercise its right until the prior formal Vacation Scheduling Process has been completed;
- (d) Except as expressly provided otherwise by this Article 26.07 26.06 (Employer Right to Schedule Vacation Unilaterally), the Employer shall have no right to schedule vacation unilaterally.
- Example 1: From the above example of the employee with the June 15 anniversary date, if the employee has still not scheduled her five remaining vacation days by February 15, 2014, then the Employer will provide her with notice on February 16 (or thereafter) that it will be unilaterally scheduling her vacation in one week's time. The employee can then schedule her vacation pursuant to Article 26.07, failing which the Employer will do so pursuant to Article 26.08.
- Example 2: An employee with an anniversary date of February 12 still has ten unused vacation days on October 12, 2013. The employee will use the November formal Vacation Scheduling Process to schedule their remaining vacation entitlement prior to February 12, 2014, failing which the Employer will wait until the November 2013 formal Vacation Scheduling Process has been completed before unilaterally scheduling the employee's vacation.

### 26.08 26.07 Vacation Pay

Vacation pay will be at the current regular salary or at 4% or 6% or 8% or 10% or 12% of gross salary for the period in which vacation was earned for ten (10), fifteen (15), or twenty (20), twenty-five (25) or thirty (30) working days vacation, whichever is greater.

### 26.09 26.08 Termination Of Employment

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- (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 by Article 26 (Annual Vacations and Vacation Pay).
- (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 to the employee's named beneficiary, or where there is no named beneficiary, to the employee's estate.

### 26.10 26.09 Postponement of Scheduled Vacation

An employee's period of vacation, once selected in accordance with the provisions of this Article, shall not be postponed unless by mutual agreement of the Parties.

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For the Union			For the Employer	



# PROPOSALS 2025 Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

Union				
Number	Affected Article/MOU	Date: September 12,2025	Time: 12:30pm approx.	
UP#9v5	Article 34	Amend Change Short-Term and Benefits Parties agree to discuss into Article 34		

### 34.07 Short/Long Term Disability Plan (Income Protection Plan)

The income protection plan is designed to provide the employee and members of the employee's family with a source of continued income during a prolonged sickness or disability.

Eligibility: Compulsory for full-time employees after completion of 3 months of service.

[For <u>full</u> coverage, see the Plan <u>booklet</u>.]

### **Short-Term Disability**

60% of weekly Earnings rounded to the next higher \$1, if not already a multiple thereof, up to a maximum benefit of \$1,500 or the Employment Insurance Maximum benefit amount, whichever is greater

## Maximum Benefit Period **26** weeks

The Employer pays 100% of the employee's sick days as per Article 28.02 (Sick Pay) and the employee pays the full cost of the short and long term disability plans in order to preserve tax-free receipt of insurance funds.

For information on paid sick days please refer to the Collective Agreement Article 28 (Sick Pay).

### **Long-Term Disability**

66.6667% of monthly Earnings rounded to the next higher \$1, if not already a multiple

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For the Union	For the Employer
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(Canadian Office and Professional Employees Union, Local 378)

# PROPOSALS 2025 Union Proposals (UP Item)

hereof, up to a maximum benefit of \$6,000

**Qualifying Period** 

the later of 180 days or the date the Employee's accumulated sick leave or salary continuation payments end, if applicable. Benefit payments wil begin the day after the Qualifying Period has been cothmpleted

Maximum Benefit Period

up to the 65th birthday, but not less than 1 year

Survivor Benefit Amount
3 times the Employee's last monthly benefit payment

Termination Age
Age 65th less the Qualifying Period, or retirement, whichever is earlier

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(Canadian Office and Professional Employees Union, Local 378)

Union				
Number	Affected Article/MOU	Date:	Time:	
UP#10v2	Article 22	Revised per ER counterproposal on May 14, 2025		
	22.07 22.08	Add Working Conditions and Workload to Title		
22.09 Mov		Move LOU #2-4 into Article 22, and delete LoU #2-4		

### ARTICLE 22: WORKING HOURS, WORKING CONDITIONS AND WORKLOAD

### 22.07 Travel Time Between Work Locations

Time spent in travel by employees who are required by the Employer, during their regular shift, or on overtime immediately following their shift, to travel between work locations will be considered as being time worked for all purposes of this Agreement.

### 22.08 Parking Privileges

During the term of this Agreement the Employer will continue to provide parking for all bargaining unit employees within a reasonable distance.

#### 22.09 Workload

### (a) Workload Cannot Be Excessive Or Unreasonable

No employee shall have his or her workload increased to an excessive or unreasonable level as a result of any action or inaction by the Employer. Without limiting the generality of the foregoing, it shall at all times be incumbent upon the Employer to engage and allocate sufficient personnel in accordance with this Agreement to perform the available work without causing any employee to bear an unreasonable or excessive workload.

### (b) Workload and Discipline

Inability to meet performance requirements where the workload is excessive or unreasonable shall not constitute grounds for any discipline, discharge or termination or any negative performance assessment.

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(Canadian Office and Professional Employees Union, Local 378)

### (c) Resolution Of Disputes Concerning Workload

Any dispute between the Parties involving a determination whether workload is excessive or unreasonable shall be subject to resolution in accordance with the grievance and arbitration procedures set forth in this Agreement, commencing at Stage II of the grievance procedure, in which case, if necessary, an arbitrator shall have the authority and the jurisdiction to change or add to the provisions of this Agreement with respect to implementation of his or her decision.

### (d) Labour Management Meetings

The parties mutually agree to refer the issue of Workload to each Labour/Management Committee meeting, as the first agenda item.

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#11	Article 9.04	managers in the terms	er obligation to train supervisors and and conditions of the collective agreement 9 (Management Rights),

- 9.04 Employer Obligation to Train Supervisors and Managers Regarding the Terms and Conditions of the Collective Agreement
  - (a) The Employer agrees to train and explain fully the terms of the Collective Agreement to supervisors and managers who have responsibility for employees in the bargaining unit.
  - (b) The Employer agrees to provide supervisors and managers with advice and instructions respecting employee rights and obligations under the Agreement.
  - (c) The Employer agrees to ensure that each supervisor and manager has a copy of the Collective Agreement for ready reference.

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Union Proposals (UP Item)

### (Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#12	Article 10.07	ADD Add Conflict Resoluti LOU #11 would be d	ion to Article 10 (Personal Rights)

#### **Conflict Resolution** 10.07

- a) The Employer and the Union ("the Parties") share a common desire to promote harmonious interpersonal relationships in the workplace between non-union employees of the Employer. and bargaining unit employees represented by the Union.
- b) The Union and the Employer recognize that, from time to time, some interpersonal relationships in the workplace can be or become dysfunctional.
- c) The Parties agree that dysfunctional interpersonal relationships in the workplace may be helped by conflict resolution undertaken by persons with appropriate professional expertise.
- d) Therefore, the Parties do hereby expressly and mutually agree to:
  - establish a program of conflict resolution to provide non-union employees of the Employer, and bargaining unit employees represented by the Union with a process for resolving dysfunctional interpersonal relationships in the workplace:
  - develop and maintain a list containing the names of up to five (5) but not less than (3) persons with appropriate professional expertise in workplace conflict resolution who make their services available in and around Vancouver, B.C.:
  - select one of the conflict resolution specialists referred to Article 10.07(d).ii above iii. when the Employer and the Union concur that a particular interpersonal relationship in the workplace is dysfunctional and may benefit from intervention in the form of conflict resolution, and such specialists shall be selected by mutual agreement between the Parties and engaged to provide appropriate professional services, it is understood that bargaining unit employees' involvement in any such conflict resolution shall be on a strictly voluntary basis:

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- iv. keep conflict resolution arising out of this Article strictly confidential, save and except that the Employer and the Union shall retain the right to require such reporting by any conflict resolution specialist engaged under this Article as they in their sole discretion may, by mutual agreement, deem appropriate. Such reports shall themselves be treated by both Parties as confidential;
- v. not place any report or any information created or produced by any conflict resolution specialist operating under this Article in an employee's personnel file in the bargaining unit:
- vi. not use any such report for any purpose related to the discipline or discharge of any bargaining unit employee or for the purpose of any job selection or displacement, layoff or recall under the Collective Agreement;
- vii. grant bargaining unit employees who participate in conflict resolution under this Article the necessary time off work by the Employer for such purpose and this time shall be deemed to be time worked to be paid for by the Employer:
- viii. have all costs for all conflict resolution undertaken pursuant to this Article to be borne in full by the Employer including, but not limited to, the costs for any and all conflict resolution specialists who are engaged to provide professional services under this Article.

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(Canadian Office and Professional Employees Union, Local 378)

Union		The state of the s	
Number	Affected Article/MOU	Date:	Time:
UP#13	Article 6.04 NEW	ADD  Add ATS and Other Ver Unit Work	ndors to Article 6 (Security of Bargaining
		LoU #14 would be dele	ted

## 6.04 DEFINITION AND ROLE OF ATS AND OTHER VENDORS AND THEIR RELATIONSHIP WITH ENTERPRISE RENT-A-CAR CANADA COMPANY

- (a) It is the intention of the Employer that the historical role of ATS in the movement of its vehicles will not be expanded and that it is therefore necessary to clarify the role of the organization and that of the Employer's shuttlers.
- (b) It is the role of the Employer's shuttlers to move vehicles within what is known as "airport operations", which means the OTA, the service facility (also called Administration) and the airport rental parkade and any overflow lots to which the Employer may have access.
- (c) It is the role of ATS to move vehicles to "airport operations" locations from off-airport facilities and from "airport operations" locations to off-airport locations.
- (d) In view of the fact that employees of ATS and other vendors and of the Employer interact and that the Employer and Union agree that courtesy and civility should characterize such interactions, the Employer will undertake a vendor performance initiative with ATS and other vendors to ensure that common goals and quality requirements are clear and advise that the vendor's performance will be reviewed on a regular basis.
- (e) In relation to vendors who utilize company property, the Employer shall ensure vendors adhere to all applicable legislation governing the workplace with respect to the health and safety of the employees. Any concerns with vendors violating applicable legislation governing the workplace with respect to the health and safety of the employees will be referred to the Occupational Health and Safety committee.

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**PROPOSALS 2025** 

**Union Proposals (UP Item)** 

**ENTERPRISE RENT-A-CAR** 

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	Article 17.12 NEW	ADD	
		Add Mechanic Apprentic	eships to Article 17 (Seniority)
	The same of the sa	LoU #15 would be delet	ed

### 17.12 APPRENTICE MECHANIC SENIORITY

- (a) With respect to Apprentice Mechanic seniority, the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree that:
  - the Employer and the Union agree to encourage the participation in provincially approved apprenticeship mechanic program:
  - subject to Article 18 (Hiring and Promotion), the Employer will provide bargaining ii. unit members with an opportunity to apply for the apprenticeship position;
  - the wage scale for apprentice mechanic shall be set out in Appendix A of the iii. Collective Agreement:
  - if a bargaining unit member completes (in part or in whole) the Apprenticeship Program through Enterprise Rent-A-Car Canada Company, British Columbia Division, dba National Car Rental and later becomes employed as a Mechanic at Enterprise Rent-A-Car Canada Company, all rights and benefits under the collective agreement will apply except the following Article as it relates to defining seniority-Article 19.06 (Bumping Procedure); and
  - for the purposes of Article 18 (Hiring and Promotion) and Article 19.06 (Bumping Procedure), mechanics who completed (in part or in whole) the apprenticeship mechanic program through Enterprise Rent-A-Car Canada Company, seniority will be based on the length of service as a mechanic.

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date:	Time:
UP#16v2	Article 4.05	NEW	
		Rolled in LoU #	19 per current wording
		LoU #19 would	l be deleted

### 4.05 CUSTOMER SERVICE AGENTS

- (a) 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 40% of the total number of Full-Time Regular Customer Experience Representative and Full-Time Floater Customer Experience Representative's (collectively "CXR's") as set out in Article 4.01 (the "FTE Number"); and,
- (b) The FTE Number shall be the number of CXR'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;
- (c) At least one of the CSA's referred to in paragraph (a), above, shall be a CSA Floater;
- (d) The Employer shall only offer to on-shift CSA's voluntary overtime opportunities that are ordinarily available to Automotive Detailer (AD's) once all eligible on-shift AD'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 AD's once all eligible off-shift AD's have been provided an opportunity to accept said overtime opportunities;
- (e) The Employer shall only offer voluntary shuttling overtime opportunities to on-shift CSA's once all eligible on-shift AD'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 AD's and Shuttlers have been provided an opportunity to accept said shuttling overtime opportunities;
- (f) The Employer shall only offer voluntary Handheld overtime opportunities to on-shift CSA's once all eligible on-shift Handheld have been provided an opportunity to said Handheld overtime opportunities. The Employer shall only offer voluntary Handheld opportunities to off-shift CSA's once all eligible off-shift Handheld have been provided an opportunity to accept said Handheld overtime opportunities; and
- (g) 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

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

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Number	Affected Article/MOU	Date: May 16, 2025	Time:
UP#17v2	LoU #21	Revised per conversations with t The existing LoU will be renewed	

Renew LoU #21 (Impact of Enterprise Brand Location to the Vancouver International Airport)

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(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: September 12, 2025	Time: 12:30pm approx
UP#18v5	Wage and Term	Revised proposal in response to Employer verbal confirmation of wage ageeement but not to sick day in	
	Apprentice Mechanic—wage grid (housekeepir Article 31.04 (First Aid Allowances)		usekeeping)

1. Term: 3 Years

2. Wage Increases\*\*:

August 1, <u>2025</u> to July 31, <u>2026</u>

4.00% to all categories

August 1, 2026 to July 31, 2027\_

4.00% to all categories

August 1, <u>2027</u> to July 31, <u>2028</u>

5.00% to all categories

Article 23.13 Long Service Wage Provision for employees

### Effective August 1, 2025

• Regular employees will receive a \$0.75 per hour increase in recognition of 10 years of seniority with the Employer

It is understood that employees more with more than 10 years shall receive the seniority long service recognition listed above.

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<sup>\*\*</sup>per UP#22v2, the parties agreed the LPA position shall be the same as the CXR wage rate



(Canadian Office and Professional Employees Union, Local 378)

### Apprentice Mechanic (percentage of mechanic rate) [Union and Employer agreed]

The rates were mistakenly omitted in the 2022 round of bargaining.

Year 1 55% Year 2 60% Year 3 70% Year 4 80%

Article 31.04 Industrial First Aid Certification [Monthly Premium] [Union and Employer agreed]

Level 1 \$24.45 \$30.00 Level 2 \$65.20 \$75.00

### Article 34 (Benefits) [see UP#9v3]

Union will withdraw employer paid benefits and will send revised proposal to include employee paid STD and LTD.

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(Canadian Office and Professional Employees Union, Local 378)

Number	Affected Article/MOU	Date: July 16	Time:
UP#20	LOU XX	NEW	

### LOU XX - Artificial Intelligence

A standing item for the Labour Management Committee will be to discuss artificial intelligence in the workplace and to assess the implications on employment, work conditions, and the overall workforce.

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Union Proposals (UP Item)

## (Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date: July 15, 2025	Time: 6:40 by email
UP#22v2	Appendix B Job Descriptions	Union Counter to Empl Proposal tabled on July 3:32pm approximately.	15, 2025 at

### **APPENDIX "B" - JOB DESCRIPTIONS**

Enterprise Rent-A-Car Canada Company

POSITION TITLE: Customer Service Agent (CSA) REPORTS TO: Station and Brand Manager

**JOB FUNCTIONS:** 

Maintains and follows procedures as set by local management and Enterprise Rent-A-Car Canada Company in the following areas:

- 1. Greet and answers customer questions during peak times (e.g., Mondays, Fridays, etc.) and/or when no greeters are not available (e.g., on breaks, etc.) Given the subtle differences between brands, this job function requires and understanding of the different products and services offered by the brands.
- 2. When operationally required during peak times (e.g., Mondays, Fridays, etc.). CSAs may be required to complete contracts in the lot.
- 3. Completes all forms related to the renting and returning of vehicles.
- 4. Performs all job functions as specified in the Automotive Detailer (AD) job description.
- 5. Responds to all customer inquiries.
- 6. Carries out paperwork, clerical, and auditing duties as required.
- 7. Follows instructions from managers and lead agents regarding operational needs.
- 8. Ensures the security of company assets.
- 9. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
- 10. Performs other minor related duties as assigned which do not affect the value of the job.
- 11. Performing concierge services for FBO and VIP customers, as well as valet and FBO and VIP pickup services.

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE RENT-A-CAR CANADA COMPANY

POSITION TITLE: Enterprise Brand -- Launch Pad Rental Agent

**REPORTS TO: Station Manager** 

**JOB FUNCTIONS:** 

The Launch Pad Agent (LPA) position's wage rate shall be the same as the Customer Experience Representative (CXR) wage rates.

The duties of an "Enterprise Brand -- Launch Pad Rental Agent" (Launch Pad Rental Agent) will include a variety of sales and customer service related functions including:

- completing all forms relating to the rental of vehicles;
- responding to potential customer and customer inquiries;
- completing clerical and auditing duties as required;
- completing "paperwork," as necessary;
- escorting customers to, or meeting and greeting customers at the Enterprise vehicle ready line to select the customer vehicle;
- conduct the necessary "walk-around" and finalize all paperwork and all other customerfacing tasks up to the customer exiting the Vancouver International Airport; move vehicles to assist a customer within the rental ready space;
- ensuring the security of company assets;
- maintaining a safe and clean work environment;
- performing concierge services for FBO and VIP customers, as well as valet and FBO and VIP pickup services;
- following instructions from Supervisors, Managers and Lead Agents regarding operational needs:
- complete contracts at the National/Alamo counter or the National/Alamo exit booth during peak times (e.g., Mondays, Fridays, etc.) and/or when no Customer Experience Representative (CXRs) are available (e.g., on breaks, etc.); and
- performing other duties, as assigned, related to the primary duties outlined above.

### **JOB SUMMARY:**

The Launch Pad Rental Agent will provide a high level of customer service by assisting both internal and external customers, through face-to-face interaction. The Launch Pad Rental Agent will gain knowledge through local training and hands-on experience to provide rental back-up, service customers and deliver administrative support at the Vancouver International Airport Rental Car facility. This role is available as either a regular part-time or full-time position.

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Union Proposals (UP Item)

(Canadian Office and Professional Employees Union, Local 378)

### **ESSENTIAL RESPONSIBILITIES:**

- Customer Service
  - o Transactions
    - Understand and communicate rental terms and conditions, vehicle features and other services
    - May sell optional protection products, upgrades, fuel options and other additional equipment
    - In the performance of the above tasks, be proficient in and utilize the Airport Tablet ("Launch Pad") or future handheld electronic devices unique to the Enterprise brand

### o Phones

- Incoming calls- reservations, rate quotes, general questions and answers, provide information and resolution for customers, other branches
- Outgoing calls- callback management, account receivables, and miscellaneous calls as assigned
- o Customer Contact
  - Provide a high level of customer service by assisting customers and assessing their rental needs in person and over the phone
  - Meet and greet customers in a friendly and timely manner
  - Provide directions and general assistance
  - Effectively market the Employer while dealing with customers in a safe and courteous manner and assisting customers as needed
  - Notify Management of any known customer problems
- o Fleet Management and Maintenance
  - Notify Management of any known vehicle problems and any required vehicle maintenance

### o Miscellaneous

- Perform various administrative and basic accounting functions such as: research and billing support tasks, accounts receivables, transfer and key logs, run miscellaneous reports, supply maintenance, process customer close-pends and extensions
- Continuously build knowledge and skills, pursue on the job training Maintain a regular and reliable level of attendance and punctuality Perform miscellaneous and backup job-related duties as assigned

Maintain a satisfactory driving record			
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**Union Proposals (UP Item)** 

(Canadian Office and Professional Employees Union, Local 378)

- o 1-year prior customer service retail or administrative support experience
- o The safe and efficient movement of vehicles to and from various Airport Locations (QTA, Return Lane, and Service Centre) to the Enterprise "Ready Line" only.
- The hiring of scheduling of LPA's will not be done to avoid hiring and scheduling of Shuttlers and CXRs.

### S Knowledge/Skills/Abilities

- Strong customer service skills and the ability to project patience, empathy and listening skills to handle tough customer scenarios with and without supervision
- Ability to evaluate customer needs, fact find, build rapport, answers questions, and probe for service quality
- Strong verbal and written communication skills, and the ability to understand and follow instructions
- Strong telephone handling skills
- Accurate administrative skills in the area of typing, data entry and reporting
- Knowledge of general office practices, basic computer programs and standard office equipment
- Ability to maintain confidential information and discretion
- Strong organizational and time management skills
- Ability to learn all aspects of this role on-the-job
- Ability to work independently and/or as a team in a cooperative manner to accomplish joint tasks and common objectives
- Attention to detail and ability to work in a fast-paced environment and handle multiple tasks, as well as resolve recurring and some irregular problems
- Show initiative
- Ability to handle and solve problems in a professional manner
- Knowledge and application of ethical sales techniques
- Maintain professional attitude and appearance
- Ability to work and succeed in a multi-cultural environment

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Union Proposals (UP Item)

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### WORKING CONDITIONS/EQUIPMENT USED:

- Light to moderate physical activity requiring handling of average-weight objects (up to 30 pounds) and standing, sitting and/or walking of up to 8 hours per day
- Work is performed in a typical office environment or outside in all types of weather and temperatures
- Work involves moderate exposure to unusual elements such as temperature, dirt, dust, fumes, smoke, unpleasant odors and/or loud noises, which may vary based on location
- Work environment involves some exposure to hazards or physical risks, which require following basic safety requirements, including road rules and regulations
- Equipment used-launch pad, personal computer and related software, phone, fax, printer, calculator and a large variety of vehicles, safety belts,
   2-way radio or cellular phone, phone system, computer equipment, printer, fax, key safe

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(Canadian Office and Professional Employees Union, Local 378)

**Enterprise Rent-A-Car Canada Company** 

POSITION TITLE: Customer Experience Representative (CXR)

**REPORTS TO: Station and Brand Manager** 

**JOB FUNCTIONS:** 

Maintains and follows procedures as set by local management and Enterprise Rent-A-Car Canada

Company in the following areas:

- 1. Completes all forms related to the renting and returning of vehicles whether at the rental counter or the exit booth. [see lot work under CSA job duties]
- 2. Responds to all customer inquiries.
- 3. Carries out paperwork, clerical, and auditing duties as required.
- 4. Follows instructions from managers and lead agents regarding operational needs.
- 5. Ensures the security of company assets.
- 6. Keeps work area clean and orderly. Responsible for maintaining a safe and clean work environment. Immediately reports any unsafe or hazardous conditions to the lead agent and/or manager.
- 7. Performs other minor related duties as assigned which do not affect the value of the job.

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(Canadian Office and Professional Employees Union, Local 378)

# ENTERPRISE RENT-A-CAR PROPOSALS 2025

**Union Proposals (UP Item)** 

Enterprise Rent-A-Car Canada Company

**POSITION TITLE: Greeter** 

**REPORTS TO: Assistant Brand Manager** 

**JOB FUNCTIONS:** 

- Work proactively with shuttlers (including the driving and delivery of the vehicles during peak times (e.g., Mondays, Fridays, etc.), automotive detailers, handheld return agents and managers to ensure proper vehicle supply
- Welcome members to the facility when they exit the bus or arrive on the lot
- Direct customers to exit booth, provide local directions and maps and provide return directions where applicable
- Assist members with questions and concerns to minimize counter visits
- Communicate customer service issues to management
- Ensure that hangtag information is completed correctly
- Maintain clean low mileage fleet mix requirements
- Maintain emerald aisle for cleanliness
- Thank member for their business
- Provide upgraded vehicles on request
- Perform other customer service related duties in addition to those listed, to ensure our service meets the needs of our customers
- Maintain a regular and reliable level of attendance and punctuality
- Perform miscellaneous job-related duties as assigned
- An individual contributor; not responsible for supervising others

### LOU 19 Customer Service Agents

If this proposal is agreed to by the parties, the Union would amend UP#16 (Customer Service Agents) and incorporate LoU #19 into the collective agreement as currently written.

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