

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Hertz Canada Limited**

**(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 November 1, 2019 through October 31, 2022 (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 written (3) years from November 1, 2022 through October 31, 2025 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 month day, year unless specifically stated otherwise.

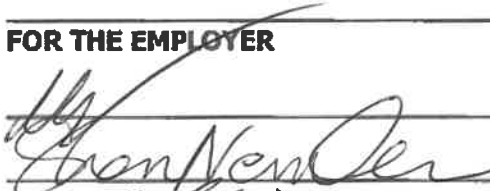

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties 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.

Note: an additional line item in the second part **may** be required as follows:

n. This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at Richmond, B.C. this 19 day of May, 2023

  
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 \_\_\_\_\_  
 \_\_\_\_\_

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

**FOR THE UNION**



(Canadian Office and Professional Employees Union, Local 378)

**Hertz  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Housekeeping	New	

**HOUSEKEEPING**

The Union proposes that the parties do housekeeping edits at the conclusion of bargaining. Examples of the housekeeping would include as follows:

The Union proposes the entire collective agreement be updated to become gender neutral. I.e. 'he/she' be changed to 'the employee'.

We would like to have consistent capitalization for words like Employer and Union, which appear both capitalized and lowercase throughout the agreement.

E&OE  
Signed off this 28<sup>th</sup> day of February 2023

For the Union

For the Employer



**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #2	Appendix A	<i>Amend</i>	

**APPENDIX "A"**

**Premium Rate and Acting Pay**

1. The premium payment for **LEAD CUSTOMER SERVICE REPRESENTATIVE AND LEAD VEHICLE SERVICE ATTENDANT, LEAD DRIVER AND LEAD MECHANIC** shall be ~~one dollar (\$1.00)~~ one dollar and twenty-five cents (\$1.25) per hour added to their current rate for all hours worked in such capacity.

E&OE  
Signed off this 11<sup>th</sup> day of MAY 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Hertz Proposals  
2022  
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP #3	7.11	New	

**ARTICLE 7 – UNION REPRESENTATION, VISITATION AND JOB STEWARDS**

**7.11 Leave of Absence for Trainee Union Representative**

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, for a period of up to 26 weeks, subject to departmental operating considerations, determined by the sole discretion of the employer. Pay and benefits for such leave shall be reimbursed by the union on the same basis as per Article 7.08.

E&OE  
Signed off this 11<sup>th</sup> day of May 2023

For the Union  


For the Employer  




**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #4	17.02	<i>Amend</i>	

**ARTICLE 17 – LAYOFF, RECALL AND SEVERANCE**

**17.02 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 ten (10) calendar days prior written notice when regular employees are to be displaced or laid off due to a lack of work. This notice will specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off.

**(b) Due to Introduction of New Procedure or Technological Change**

Such New Procedure or Technological Change shall mean:

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

E&OE  
Signed off this 11<sup>th</sup> day of MAY 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(90) calendar days advance notice period must have elapsed before the Employer provides any affected employee with the written notice.

**(c) Notice to Affected Employees**

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

Six Months to Three (3) Years of  
Continuous Service - Two (2) Weeks  
And for each one (1) year of continuous service in excess of three (3) years,  
one (1) additional week to a total maximum of ten (10) weeks.

**(d) Joint Impact Review Meeting**

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 17.02, the 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.

**(e)**

The employer will pay all banked hours owed to laid off employees at the time of the lay-off, if requested by the employee at the time.

E&OE

Signed off this 11<sup>th</sup> day of May 2022

For the Union

For the Employer



**Hertz Proposals  
2022  
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(Canadian Office and Professional Employees  
Union, Local 378)



Union		Date:	Time:
Number	Affected Article/MOU	MAR.23/23	1:30
UP #5	17.06	Amend	

**ARTICLE 17 – LAYOFF, RECALL AND SEVERANCE**

**17.06 Recall**

A regular employee who is displaced and laid off under this Agreement shall have the right for a period of two (2) years ~~four years (4)~~ or his length of service whichever is less, from the date of his last being laid off to be recalled to work in accordance with Article 17.05(b).

An extension of the recall period may be mutually agreed to by the Union and Employer.

E&OE  
Signed off this 23 day of MARCH 2023  
For the Union  For the Employer 





(Canadian Office and Professional Employees Union, Local 578)

**Hertz Proposals  
2022  
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU	MAR. 23/23	1:30
UP #11	Article 20.03	Amend	

The Union proposes the parties discuss Article 20.03 with a view to create new language that is more favorable.

**ARTICLE 20 - WAGE ADMINISTRATION**

~~20.03 An employee working regularly on a combination of classifications, e.g. each day, each week or on a regularly recurring basis shall be paid in the salary range of the highest classification worked. An employee that works the majority of their shifts on a weekly basis in a higher job classification (excluding overtime shifts and voluntary shift swaps) will be paid at the higher rate for all shifts worked in that week.~~

E&OE  
Signed off this 23 day of MARCH 2023

For the Union [Signature] For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Hertz Proposals  
2022  
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP #16	24	<i>Amend</i>	

**VACATIONS AND VACATION PAY**

**24.02 Vacation Days Entitlement**

All employees shall be entitled to:

- (a) Ten (10) working days' vacation after one (1) or more years of employment.
- (b) Fifteen (15) working days' vacation after three (3) or more years of employment.
- (c) Twenty (20) working days' vacation after ten (10) or more years of employment.
- (d) Twenty-five (25) working days' vacation after sixteen (16) or more years of employment.
- (e) Thirty (30) working days' vacation after thirty (30) or more years of employment.

**24.03**

**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), twenty (20), or twenty-five (25) days or thirty (30) vacation respectively, whichever is greater.

E&OE  
Signed off this 11<sup>th</sup> day of May, 2023

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

### Hertz Proposals 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP #20	31.01	<i>New</i> Amend this language to increase Extended Health Care Benefits (massage and chiropractor) to a maximum of \$350 per year. Physiotherapy shall be unlimited.	

#### ARTICLE 31 - BENEFIT PLANS

##### 31.01 Medical Coverage and Extended Health Benefits

(a) All Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week, and their spouse including common-law spouses and dependent children under twenty one (21) years of age, shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.

(b) In addition to the above, All Employees except Casual Employees and Part Time Employees regularly working twenty four (24) hours or less in any given calendar week as defined above shall also shall be covered by an Extended Health Care Plan similar to that offered by Medical Services Association as outlined in the Benefits Plan Booklet. The Plan will pay one hundred (100%) percent of all eligible expenses. Premiums for the Plan will be paid by the Employer.

(c) Eligible ~~new~~ Employees are covered effective the first day of the calendar month following three (3) months of continuous full-time service.

(d) ~~Premiums for both Plans as defined in Clause 31.01(a) and 31.01 (b) will be paid by the Employer.~~ Participation in the Plan is a condition of employment for all new eligible Employees as described above; however, Employees covered under a spousal group plan can opt out of the Extended Health and Dental benefits provided in the Plan only.

(e) The Employer will ~~provide a direct make available through its benefits provider an E-dit~~ pay card to all eligible employees.

E&OE  
Signed off this 11<sup>th</sup> day of MAY 2023

For the Union 

For the Employer 



**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union		Date:	Time:
Number	Affected Article/MOU		
UP #22	31.04	<i>Amend</i> Increase vision care coverage in paragraph one to \$350	

**ARTICLE 31 – BENEFIT PLANS**

**31.04 Vision Care**

The employer shall provide vision care coverage that will provide all employees except Casual Employees and Part Time Regular Employees regularly working twenty-four (24) hours or less in any given calendar week, their spouses, including common-law spouses and dependent children up to twenty-one (21) years the first day of the calendar month following three (3) months of continuous service as follows:

1. ~~Corrective lenses and frames or Contact lenses to a maximum of two hundred dollars (\$200.00) per person enrolled in the Plan each twenty-four (24) month period.~~ Effective upon the ratification of the successor to the parties' ~~2010-2013~~ 2022-2025 Collective Agreement, the maximum will be increased to ~~three hundred dollars (\$300.00)~~ three hundred and fifty dollars (\$350) under the same terms and conditions set forth herein.
2. Employees will be covered for one eye examination each twenty-four (24) month period.

E&OE  
Signed off this 11<sup>th</sup> day of MAY 20 22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Hertz  
PROPOSALS 2022  
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP# 26		New	

**LETTER OF UNDERSTANDING NO. 6**

**BETWEEN**

**HERTZ CANADA LIMITED  
(hereinafter referred to as the "Employer")**

**AND**

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

**Re: Vacation Entitlement Payout**

**Whereas:**

Currently employees are paid straight time on vacation, even if they earned vacation pay in excess of such entitlements in the previous year. Excess entitlements are then paid as a lump sum in February of the following year. For example,

- a) An employee earned \$5000 in excess vacation accrual in 2020 for 2021; and,
- b) The employee is paid straight time while on vacation in 2021; and,
- c) The excess \$5,000 is paid as a lump sum in February of 2022.

**However:**

The parties agree to change this practice so that the excess entitlement is paid as vacation is taken in the year after it is earned. For example:

- a) An employee earned \$5,000 in excess vacation accrual in 2020 for 2021; and,

E&OE  
Signed off this 11<sup>th</sup> day of May 2022

For the Union

For the Employer


- b) The employee is paid straight time plus pro-rated portion of the excess as vacation is taken in 2022; and,
- c) No excess vacation would be remaining to be paid out after 2022.

**Incorporation Into Collective Agreement**

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Richmond, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


  
\_\_\_\_\_  
signed by  
Jerry Lu  
General Manager

  
\_\_\_\_\_  
signed by  
Ward Edgar  
Union Representative

E&OE  
Signed off this 11<sup>th</sup> day of MAY 2023

For the Union

For the Employer

  
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**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #27	Appendix A	Amend	

**APPENDIX "A"**

Three Year Term

4% - November 1, 2022

3% - November 1, 2023

3% - November 1, 2024

E&OE

Signed off this

11<sup>th</sup>

day of

May

20 22

For the Union

For the Employer

Hertz Canada Ltd. / MoveUp Local 378  
2023 Collective Bargaining

**CONTRACT TAB: HIRING AND PROMOTION: AMEND 16.04 (a and b); and 16.08**

**16.04 (a) Applicants to be acknowledged**

The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status, seniority date and job title of that person ~~and in the case of a person hired from outside of the bargaining unit of the external hire status of such person.~~

Rationale: for new hires this information is currently being provided by the New Membership and Authorization for Due form. It is redundant

**16.04 (b) Interviews**

The Employer shall conduct job selection interviews with all applicants for any posted job vacancy who meet the job selection criteria referred to in this Article. Notwithstanding the above, an applicant who has been interviewed for a posted job vacancy with the same or similar job title, e.g. Customer Service Representative ~~and Location Representative~~ in the previous ~~six (6) months~~ twelve (12) months will not be interviewed unless they advise the Employer of a change to their qualifications from the last application submitted. Paid time off work for such job selection interviews shall be granted by the Employer. This Clause 16.04 shall not apply where the job vacancy is filled by an Employee's return, in accordance with Clause 16.07 (1) below, to a previously held position.

**16.08 Regular Employees Filling Temporary Vacancies**

(a) A temporary vacancy may occur when a Part Time or Full Time Regular Employee is away from the workplace on an approved leave of absence or extended illness/injury. The length of temporary vacancy shall not exceed six (6) months in duration except for parental and maternity leave. May be extended by mutual agreement between the parties.

Tentatively agreed by the parties on the 28<sup>th</sup> day of February, 2023 at Richmond, British Columbia.

  
\_\_\_\_\_  
Hertz Canada Ltd.

  
\_\_\_\_\_  
MoveUp  
Local 378



**ARTICLE 19 - HOURS OF WORK AND SHIFTS**

**19.01**

Each Full Time Regular and Part Time Regular Employee will have an established shift. Shifts and shift hours required will be designated by the Employer and will be posted for bid. Employees covered by this agreement shall bid on shifts. Once the bid is complete it will remain in effect until the next shift bid occurs. Shift bids shall be posted for seven (7) calendar days prior to taking affect. Employees shall bid on shifts by job classification in seniority, from the highest to the lowest. (Changes of shift bids shall be posted for the information of affected Employees for a minimum of three (3) calendar days with such shift bids to begin at the start of the next full week; and whenever possible, the Company shall post such bid at the beginning of the week prior to the effective date of the bid. Employees will select shifts in order of seniority.

- ~~(a) Lead Customer Service Representatives, Customer Service Representatives, Hand Held Instant Return Representatives, Lead Vehicle Service Attendants, Vehicle Service Attendants and Location Representatives shall have a minimum of eight (8) weeks between general shift bids except for bona fide emergencies.~~
- ~~(a) Drivers and Courtesy Van Drivers shall have a minimum of two (2) weeks between general shift bids except for bona fide emergencies.~~
- (b) In accordance with the provisions of Clause 19.01, all shifts will be posted. The Employer, at its discretion, may appoint, assign, maintain and remove lead person(s). Leads will be selected or removed on the basis of the employer's assessment of qualification, relevant skills, knowledge, experience, work record (including attendance) and seniority. An assessment of the contingent of leads and whether it should be changed will take place at a minimum of annually.
- (c) Full Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Full Time Regular Employees, as prescribed by Clause 19.03 (a) below.
- (b) Part Time Regular Employees shall only have the right to bid on shift blocks that conform to the hours of work for Part Time Regular Employees, as prescribed by Clause 19.03(b) below.
- (e) There will be a minimum of two (2) general shift bids per year (one in spring and one in the fall)

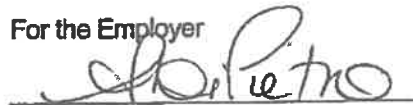
**E&OE**

Signed off this 23<sup>rd</sup> day of MARCH, 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Hertz Proposals  
2022  
Union Proposals (UP Item)**

**31.03 Dental Plan**

(a) All Employees except Casual Employees and Part Time Regular Employees regularly working twenty four (24) hours or less in any given calendar week, their spouses, including common-law spouses and dependent children up to twenty-one (21) years shall be eligible for coverage under the Employer's Dental Plan on the first day of the calendar month following three (3) months of continuous service. The Dental Plan shall include the following:

- (i) Plan-A 100% payment of fees
- (ii) Plan-B 60% co-insurance
- (iii) Plan-C 50% co-insurance to a lifetime maximum of one thousand two hundred and fifty dollars (\$1,250.00) per person enrolled in the Plan.

Payment of benefits under the Plan is based on the current B.C. College of Dental Surgeons Schedule of Fees. The annual limit per person enrolled in the Plan under Plan A and Plan B shall be one thousand five hundred dollars (\$1500.00) per annum.

(b) The premium for ~~such Plans~~ the Plan shall be paid one hundred percent (100%) by the Employer.

**31.06 Pension Plan**

The Employer shall continue the present Pension Plan during the term of this Agreement and such Plan shall be deemed to form part of this Collective Agreement. The Annual reports of the Auditor and Actuary, if available, shall be forwarded to the Union upon written request.

**31.08 Details About Benefit Plans**

(a) Details about the Plans referred to in this Article are provided in the Employer's Benefit Brochure Booklet dated July 9, 2021 and such benefits shall not be less favourable than the benefits in effect as of that date.

**31.09 Benefit Plans Coverage While on Vacation or Leave of Absence**

(b) A regular employee on leave of absence without pay for a period of more than thirty (30) consecutive calendar days shall be required after the first thirty (30) calendar days of such leave to pay the whole cost of the applicable benefit coverage for the remainder of his or her unpaid leave of absence, except that the Employer will maintain and pay

E&OE  
Signed off this 11<sup>th</sup> day of May 2023

For the Union

For the Employer



**Hertz Proposals  
2022  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

the entire cost of the Employee's benefits if required under Federal or Provincial applicable law.

**31.11 ~~Extended Health Care Benefits~~ Disability Benefits**

**Short/Long Term Disability Plan (Income Protection Plan)**

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

Eligibility; Compulsory for all employees that have completed three (:3) continuous months(s) of service, except Casual Employees and Part-time Regular Employees working twenty (24) hours or less in any given calendar week

[For coverage, see the Plan 1

The employer pays 100% of the cost of the premiums for the Short Term Disability Plan. The employee(s) pays 100% of the cost of the premiums for the Long Term Disability Plan.

E&OE  
Signed off this 11<sup>th</sup> day of MAY 2023

For the Union 

For the Employer 


Hertz Canada Ltd. / MoveUp Local 378  
2023 Collective Bargaining

30.01 Leave of Absence

An employee shall be granted an unpaid leave of absence by the Employer while on Workers' Compensation, ~~which time shall be deemed to be time worked~~. During such leave of absence the employee shall continue to accrue seniority.

Tentatively agreed by the parties on the 28<sup>th</sup> day of February, 2023 at Richmond, British Columbia.

  
\_\_\_\_\_  
Hertz Canada Ltd.

  
\_\_\_\_\_  
MoveUp  
Local 378