

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**(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, 2016 through October 31, 2019 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

**THEREFORE:**

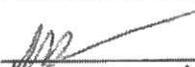
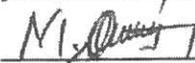
- 1. The Parties agree that the Collective Agreement is renewed for a term of written (3) years from November 1, 2019, to October 31, 2022, with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject 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 November 1, 2019, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

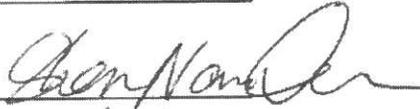
Signed at Burnaby, B.C., B.C. this 25 day of August, 2022

  
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**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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# APPENDIX "A"

**Attach all sign off as Appendix A**

**Agreement to resolve bargaining early**

**Parties agree to a collective agreement from November 1, 2019 until October 31, 2022 on the same terms as the previous collective agreement, except that:**

- a) All signed off proposals to date as well as Employer Monetary proposals for 3.04 and 17.10 will be included.
- b) All other proposals by both parties are hereby withdrawn.
- c) Wage increases will be at 3% for each year of a 3 year Collective Agreement from November 1, 2019 expiring October 31, 2022, on which retro will be calculated and paid from November 1, 2019.
- d) In addition, the drivers will receive a one-time, go forward adjustment upon ratification (on which retro will not be calculated) increasing current rates as follows:

Current start	\$17.50
Month 6	\$18.05
1 year	\$18.17
2 year	\$18.30
3 year	\$19.00
4 year:	\$19.13

- e) The parties shall commence bargaining for a renewed collective agreement on mutually agreed dates in November, 2022.
- f) The October 20, 2021 vacation pay grievance of Sunil Nand and the October 20, 2021 Sick Pay grievance of Allen Lee shall be deferred to attempted resolution in November, 2022, though nothing prevents the parties from attempting earlier resolution by agreement.

E&OE Signed this 25 day of August, 2022

**HERTZ CANADA LIMITED**



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**MoveUP (Canadian Office and  
Professional Employees Union Local  
378)**



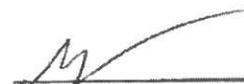
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**ARTICLE 3.04(d)**

**3.04 (d)** ~~Casual Employees shall be entitled to vacation and statutory holiday pay in accordance with the requirements of the Employment Standards Act, Article 24 but not vacation time off work. Statutory Holiday pay entitlement for Casual Employees shall be determined on the basis of working on a minimum fifteen (15) days in the thirty (30) consecutive calendar day period immediately prior to the given Statutory Holiday.~~

Tentatively agreed by the parties on the 25 day of August, 2022, E&OE.

  
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Hertz Canada Ltd.

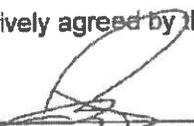
  
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MoveUp  
Local 378

**17.10 Severance Pay Entitlement**

**(b) Casual Employees**

It is understood and agreed that Casual employees shall not be entitled to any severance pay pursuant to this Article. ~~Casual employees shall be entitled to notice of termination unless a specified end date is given in writing at time of hire.~~

Tentatively agreed by the parties on the 25 day of August, 2022, EAOE

  
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Hertz Canada Ltd.

  
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MoveUp  
Local 378



(Canadian Office and Professional Employees Union, Local 378)

# Hertz Proposals 2019 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 20, 2019	Time:
UP ADD	11.10	<i>Amend</i>	

**11.10 (b)** remove this provision.

### 11.10 Deviation From Grievance Procedure

(a) The Employer will not enter into discussion, communication or negotiation of any kind with respect to a grievance with the grievor(s) once a grievance has been initiated by the Union without prior, express written consent of the Union.

~~(b) 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.~~

(c) The grieving Party may at its discretion, by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

E&OE  
Signed off this 27<sup>th</sup> day of January 20 20

For the Union

For the Employer



**Hertz Proposals  
2019  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Company			
Number	Affected Article/MOU	Date: November 19, 2019 20	Time: 3:40 pm
CP 3	13.04	Amend	

**13.04 Performance Assessments**  
Remove entire article 13 section 4

E&OE  
Signed off this 20<sup>th</sup> day of November 2019  
For the Union [Signature] For the Employer S. Popović



# Hertz Proposals 2020 Employer Proposals (EP Item)

(Canadian Office and Professional Employees  
Union, Local 378)

Company			
Number	Affected Article/MOU	Date: January 27, 2020	Time:
EP 4	15.02 (d)	<i>Amend</i>	

**15.02 (d)** – add the following language at the end of paragraph "This provision is a subject to applicable law." ~~On move employment shall be terminated~~ *S.P.*

*S.P.*

E&OE

Signed off this 27<sup>th</sup> day of January 2020

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

### Hertz Proposals 2020 Employer Counter (EC Item)

<b>Employer counter on Union 21</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: February 25, 2020</b>	<b>Time:</b>
EC on UP 21	28.08	<i>Change Article 27 to include Compassionate Care Leave in Statutory Leave</i>	

Change article 27 to Statutory Leave

Remove 27.01, 27.02, and 27.03 and replace with the following: Pregnancy Leave, Adoption Leave, Parental Leave and Compassionate Care Leave shall be granted in accordance with the Employment Standards Act of British Columbia and will be amended in accordance with the legislated changes to the act.

E&OE  
 Signed off this 25<sup>th</sup> day of February 2020  
 For the Union  For the Employer S Popovic



**Hertz Proposals  
2019  
Union Proposals (UP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: February 27, 2020</b>	<b>Time:</b> 2:30
UP	Several	<i>Amend</i>	

**Employer will agree to add into existing language 24.04 Vacation Selection and remove black out period for HIR**

**(a) (ii) Maximum Limits on Vacations**

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

**Remove Black out period for HIR**

- (1) from September 15 to October 31, no employees in the Shop (i.e., Mechanic, Utility Person or Utility Assistant) may take vacation; and
- (2) at any time in all other classifications/areas of operation, only one employee at a time may take vacation.

**(b) Vacation Selection by Seniority**

Employees shall select their vacation periods in order of seniority by job classification (excluding mechanics, utility person or utility assistant), from highest to lowest, as defined in this Agreement.

E&OE

Signed off this 27 day of February 2020

For the Union

For the Employer

S. Popovic



(Canadian Office and Professional Employees Union, Local 378)

**Hertz Proposals  
2019  
Union Proposals (UP Item)**

**Replace UP 15 language with Add language to address vacation relief issue:**

**Letter of Understanding**

The Employer shall include a floating position in its shift bid as an additional shift in any job classification based on operational needs. Floating shift will be available for bid by classification. Floating shifts will be used to cover absence from work for any reasons (i.e. vacation, sick calls, floating holidays, banking time, medical leave, personal leave etc.) Employees that bid on a floating shift may be required to work on any day during the work week. In the case of emergency, local management may revise the work schedules for a floating employee after providing 24 hours' notice to the employee. In case where less than 24 hours' notice is provided, Article 21.12 shall apply. Employees working in a floating position shall be classified as Fulltime Regular Employees as defined under Article 3.02.

**3.04 Definition of Casual Employees and Application of Agreement**

- Leave the language in the contract and replace a maximum of 90 calendar days with **120 working days per calendar year, excluding onboarding period. The onboarding period shall take place over a two (2) to ten (10) day working day period. Any time after ten (10) working days shall be considered part of the 120 working day period.**
- Amend 150 days to 180 calendar days for Customer Service Representative job classification only for ~~downtown offices and cruise ship ports.~~ Granville office to accommodate cruise ship season.

E&OE  
Signed off this 27<sup>th</sup> day of February 2020

For the Union [Signature] For the Employer S. Popović



**Hertz Proposals 2020  
Employer Proposals (EP Item)**

(Canadian Office and Professional Employees  
Union, Local 378)

Company			
Number	Affected Article/MOU	Date: January 27, 2020	Time:
EP 2	10.03	<i>Amend</i>	11:49 am

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

E&OE  
Signed off this 27<sup>th</sup> day of January 2020  
For the Union [Signature] For the Employer S. Popović



(Canadian Office and Professional Employees Union, Local 378)

### Hertz Proposals 2019 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: June 28, 2022</b>	<b>Time:</b> 1:27 PM
UP 33	6.03	<i>Amend—Employer counter June 29th</i>	

#### ARTICLE 6 - DUES CHECK-OFF

##### 6.03 Remittance of Deductions

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

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction.

Such remittance shall be accompanied by information specifying the names of the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case. In addition to the above the Employer will provide the Union on a monthly basis, if applicable the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

Such information shall be supplied by the employer and in a form acceptable to the parties.

E&OE  
Signed off this 29<sup>th</sup> day of June 2022

For the Union

For the Employer

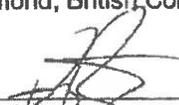
Hertz Canada Ltd. / MoveUp Local 378  
2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 2.01

CONTRACT TAB: INTERPRETATION  
ARTICLE/SECTION: 2.01

2.01 This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Dominion of Canada provincial and federal laws.

Tentatively agreed by the parties on the 29 day of June, 2022 at  
Richmond, British Columbia.

  
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Hertz Canada Ltd.

  
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MoveUp Local 378

Hertz Canada Ltd. / MoveUp Local 378  
2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 9.01, 9.02 & 9.03

CONTRACT TAB: NON-DISCRIMINATION AND EQUAL PAY  
ARTICLE/SECTION: AMEND 9.01, 9.02 and 9.03 (D)

9.01

The Employer and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by any reason enumerated under section 13 of the the *BC Human Rights Code* or successor legislation. ~~reason of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, physical or mental disability as defined by the Human Rights Code, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any Trade Union.~~

Without limiting the generality of the foregoing, it is specifically understood and agreed that there shall be no restraint, interference, coercion, intimidation or discrimination by the Employer with respect to any Employee for reasons related to union membership or lawful union activity.

9.02 Legislation

The Parties will abide comply with all applicable Provincial and Federal Laws laws including the B.C. Human Rights Act and Employment Standards Act insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

9.03 Harassment

d) Harassment complaints shall, if necessary, be subject to resolution in accordance with the provisions of Article 11, commencing at Step II of the grievance procedure. the grievance procedure herein, starting at Step II.

Tentatively agreed by the parties on the 29 day of June, 2022 at  
Richmond, British Columbia.

  
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2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 11.04

CONTRACT TAB: GRIEVANCE PROCEDURE AND ARBITRATION  
ARTICLE/SECTION: AMEND 11.04, 11.06

11.04 Complaints

An Employee and/or union representative or Job steward may discuss any complaint with their immediate Manager or the Area General Manager prior to initiating a grievance through the Union. Such discussion will take place not later than fifteen (15) calendar days after the event causing the complaint or within fifteen (15) calendar days from the time the Employee became aware of the event causing the complaint.

11.06 Steps of Appeal

(a) Steps

A grievance may be appealed in writing by the Union or the Employer through the following steps:

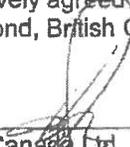
(i) Step I

The ~~General Area~~ Manager of the Employee(s) concerned and a representative of the Union or their respective alternate(s)

(ii) Step II

The General Manager and/or ~~Area Manager~~ of the Employer and full-time paid a representative of the Union and a Job Steward or their respective alternate(s) and the grievor(s).

Tentatively agreed by the parties on the 29 day of June, 2022 at  
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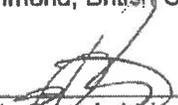
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2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 11.16

CONTRACT TAB: GRIEVANCE PROCEDURE AND ARBITRATION  
ARTICLE/SECTION: REMOVE 11.16 a and b

- 11.16 (a) ~~The Arbitrator shall proceed as soon as practical to hear the grievance and shall endeavor to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and a final and binding resolution for that grievance, on the Employer, the Union and the grievor.~~
- b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify the decision and the Arbitrator shall have jurisdiction to resolve these matters.

Tentatively agreed by the parties on the 29 day of June, 2022 at  
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2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 13.06

CONTRACT TAB: PERSONNEL FILES AND PERFORMANCE ASSESSMENTS  
ARTICLE/SECTION: AMEND 13.06

13.06 Compliance with Freedom of Information Legislation

The Parties will comply with all applicable ~~Federal and Provincial~~ laws including the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia.

Tentatively agreed by the parties on the 29 day of June, 2022 at  
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Employer Non-Monetary Proposal E-1: 15.10(b)

CONTRACT TAB: SENIORITY  
ARTICLE/SECTION: AMEND 15.10 (B)

15.10 Seniority List

(b) The seniority list described in Clause 15.10(a) above shall be posted by the Employer, on a bargaining unit wide basis, ~~at six (6) month intervals~~ on or about April 15 of each year or such other mutually agreed time, and a copy shall be given to the Union.

Tentatively agreed by the parties on the 29 day of June, 2022 at  
Richmond, British Columbia.

  
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2022 Collective Bargaining

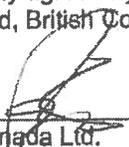
Employer Non-Monetary Proposal E-1: 28.03

Amend 28.03

28.03 Employee Entitlements During Leaves of Absence

(b) Upon completion of any leave of absence granted pursuant to this Agreement, subject to changes due to the normal operation of the collective agreement, the employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave, ~~unless in the interim he or she has obtained another job in the bargaining unit in accordance with the applicable provisions of this Agreement, in which case the employee shall be placed in the new job.~~

Tentatively agreed by the parties on the 29 day of June, 2022 at  
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2022 Collective Bargaining

Employer Non-Monetary Proposal E-1: 33.03

CONTRACT TAB: EMPLOYEE ASSISTANCE PROGRAM  
ARTICLE/SECTION: 33.02 & ~~33.03~~ *B*

33.02 Nature of Program

The Employer shall provide a mutually acceptable Employee Assistance Program using an Independent, neutral third party to provide the service(s). ~~The contract for such service(s) and any change(s) thereto shall be subject to approval by the Union. The Employer shall provide each employee and the Union with a copy of this EAP contract.~~

Tentatively agreed by the parties on the 29 day of June, 2022 at  
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Hertz Canada Ltd.

  
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2022 Collective Bargaining

Non-monetary/monetary: 33.05

**33.05 Time Off Work**

- (b) Employee shall be entitled to paid time off work of up to 4 hours for the purposes of the initial EAP consultation, as opposed to EAP treatment programs which are to be taken as unpaid time off work per Clause 33.05(a) above.

Tentatively agreed by the parties on the 29 day of June, 2022 at Richmond, British Columbia.

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

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



(Canadian Office and Professional Employees Union, Local 378)

# Hertz Proposals 2019 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date: November 19, 2019</b>	<b>Time:</b> 3:35pm
UP 25	32	Amend	

## ARTICLE 32 - LABOUR - MANAGEMENT RELATIONS

### 32.01 Labour/Management Committee

The Employer and the Union hereby agree to establish a joint Labour/Management Committee to consist of ~~two (2)~~ three (3) representatives of each Party, with each Party selecting its own representatives.

### 32.02 Objective of Committee

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

### 32.03 Committee Meetings

- (a) The Committee shall meet ~~on an as-needed basis,~~ every two months or on an as needed basis. ~~but not more than once per month.~~
- (b) Either Party may request that a meeting of the Committee be convened by providing the other Party with written notice. Each Party shall submit to the other Party, seven (7) days prior to any scheduled meeting, a list of matters to be discussed and such lists shall comprise the agenda for the scheduled meeting.
- (c) Attendance by any employee at any meeting of the Committee, or performing any other functions related to Committee activities as designated and approved by the Committee, shall be deemed to be time worked and requests

Signed off this 20th E&OE day of November 2019  
 For the Union [Signature] For the Employer S. Popovito



(Canadian Office and Professional Employees Union, Local 378)

## Hertz Proposals 2019 Union Proposals (UP Item)

for such time off shall not be unreasonably denied. Under these circumstances, an employee shall receive all pay and all other rights and entitlements under this Agreement as if he had remained working.

### 32.04 Selection of Chairperson

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

### 32.05 Minutes of Meeting

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

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Signed off this 20<sup>th</sup> E&OE day of November 20 19

For the Union  For the Employer S. Popovitch

remove LOU#3  
LOU#5

- agreed on Feb. 27/20

L.L. S.P.