

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

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include eighteen (18) attachments hereto affixed as Appendix "A" and summarized below:
 - UP 1 Union name change;
 - UP 6 16.08 (temporary vacancy NTE 6 months without mutually agreed to extension);
 - UP 8 17.10 (severance increased to 24 weeks);
 - UP 17 21.14 (OT meal allowance increased to \$15 upon ratification);
 - UP 22 26.01(a) (10th sick day effective 1/1/18);
 - UP 25 31.01 (Employer to provide direct pay card; \$25 deductible waived);
 - UP 28 31.11 (Employer pays 100% of STD for eligible employees; Eligible Employees pay 100% of LTD. Requires three months' continuous service. Participation is compulsory);
 - UP 29 Term of Agreement November 1, 2016 – October 31, 2019
 - UP 31 Appendix 'A' (wages);
 - UP 36 28.01 (Bereavement leave: up to 5 working days' off for 4 designated family members);
 - UP 39 Appendix C (new job description Appendix);
 - UP 40 LOU #5 (new LOU, re: Driver job evaluation);

- EP Housekeeping (Job title change: "City Mgr." to "Area Mgr." as signed on 11/2/16);
- EP2 Housekeeping (Job title change: "VA" to "Driver");
- EP3 16.02 (electronic posting of vacancies, originally signed on 11/2/16 and resigned on 05/25/17);
- EP4 Housekeeping (31.07 "Accident" changed to "Medical" insurance);
- EP5 Housekeeping (Appendix B, pension plan contributions, including written statement initialed by the parties regarding whole percentages);
- UP"Item" Housekeeping (Beneficiary: "Handbook" changed to "Enrollment Guide & Provincial Booklet").

2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from (November 1, 2016) to (Oct 31, 2019), inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from (November 1, 2013) to (October 31, 2016) shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer and the Union from (November 1, 2013) to (October 31, 2016), inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.
4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.

The administrative start-up requirements of the new Long Term Disability Plan are such that the Plan will not be introduced upon ratification. It is projected the Plan will be made available for participation no later than October 1, 2017.

5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions of Appendix "A" shall come into force and effect and shall be fully retroactive to and including (November 1, 2016):
 - (a) Salary Scales and Allowances (Appendix "A")
 - (b) Retroactive adjustments for the above period(s) shall apply to:

- (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum.

- (c) Where the retroactivity described above involves payment of wages (Appendix 'A') by the Employer, this shall be done as follows:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum shall be paid by the Employer all retroactive wages (Appendix 'A') to which they are entitled within thirty (30) calendar days of the date of ratification of this Memorandum and each such person shall be paid retroactivity in full by a separate cheque issued by the Employer.

- 6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum unless and until the Employer has ratified this Memorandum. The execution of this Memorandum by the Employer's authorized representative, Jeff Nayda, shall serve as notification to the Union that the Memorandum has been "ratified" by the Employer.

- 7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.

- 8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during negotiations for the successor Collective Agreement referred to in Paragraph(s) 2 and 3 above which are not hereafter specifically and expressly included as part of Appendix "A" shall be deemed to be both introduced and withdrawn on a "without prejudice" basis.

- 9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, all the attachments hereto affixed as Appendix "A", this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Collective Agreement, save and except as expressly provided otherwise by Paragraph 10 below.

- 10. It is understood that the attachments hereto affixed as Appendix "A", and the successor Collective Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In

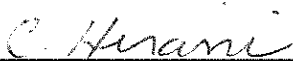
the event of any dispute in these respects, the Parties agree to attempt to resolve the dispute(s) informally. If the dispute(s) remain unresolved, the Parties shall seek resolution first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code of British Columbia, in which case the Parties shall share equally the costs associated with mediation/arbitration.

11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.
12. 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 (Word) 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. and Estero, FL this second day of June, 2017



FOR THE EMPLOYER – JEFF NAYDA



FOR THE UNION – CATHY HIRANI



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 01	Various	Housekeeping	

Union Name change to MoveUP

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

Legal reference shall be changed to:

"MoveUP, (Canadian Office and Professional Employees Union, Local 378)"

E&OE
Signed off this 25th day of May 2017

For the Union C. Herani

For the Employer A. R. Nasda



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		May 25, 2017	
UP 06	16.08	NEW	

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. May be extended by mutual agreement between the parties.
- b) A Full Time Regular Employee or a Part Time Regular Employee who secures pursuant to the provisions of this Agreement a temporary vacancy shall retain his or her status as either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, for the duration of such temporary assignment and shall retain all rights and entitlements applicable to either a Full Time Regular Employee or a Part Time Regular Employee, as the case may be, under this Agreement including, but not limited to, the right to apply for posted job vacancies. Upon completion of the temporary assignment, the Full Time Regular Employee or the Part Time Regular Employee, as the case may be, shall return to work in the job and work location he or she held immediately prior to the temporary assignment and shall be kept "whole" in all respects under this Agreement as if he or she had remained working in such former position for the duration of the temporary assignment, unless the Employer and the Union mutually agree in writing to alternative arrangements or, in the interim, the Employee 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.

E&OE
Signed off this 25th day of May 2017

For the Union C. Kerani

For the Employer JR Nasda



Local 378 of the Canadian Office and Professional Employees Union

Hertz Canada Limited PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 08	17.10	<i>Amend</i>	

17.10 Severance Pay Entitlement

(a) Regular Employees

A regular employee whose employment is terminated in accordance with the provisions of this Agreement shall be entitled to severance pay in accordance with the following:

- (i) two (2) weeks' pay for each full year of service up to a maximum of ~~twenty (20)~~ twenty four (24) weeks' pay, for permanent termination excluding resignation and discharge for just cause.
- (ii) employees who have been laid off for the maximum period of layoff, in accordance with this agreement and are thereby terminated are eligible for severance pay.

E&OE
Signed off this 25th day of May 2017

For the Union C. Herani

For the Employer JR Nayda



Local 378 of the Canadian Office and Professional Employees Union

Hertz Canada Limited PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		May 25, 2017	
UP 17	21.14	<i>Amend</i>	

21.14 Overtime Meal Provisions

DRW 5/25
Effective upon ratification,

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

E&OE
Signed off this 25th day of May 2017

For the Union *P. Henni*

For the Employer *JR Nayda*



Local 378 of the Canadian Office and Professional Employees Union

Hertz Canada Limited PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		May 25, 2017	
UP 22	26	Amend	

ARTICLE 26 - SICK PAY

26.01 (a) All regular employees who have one (1) years' seniority or more shall be paid their regular straight time pay for each absence as a result of a bona fide illness or accident up to a maximum of nine (9) days per calendar year, effective January 1, 2018 the maximum of nine (9) days per calendar will be increased to a maximum of ten (10) days per calendar year. An employee shall be eligible to utilize up to two (2) of the ~~nine (9)~~ ten (10) days in the event of illness of a dependent child.

E&OE
Signed off this 05 day of May 20 17

For the Union C. H. [Signature]

For the Employer J. B. [Signature]

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 25	31.01	Amend	


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, eligible Employees as defined above shall also 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, ~~in excess of a \$25.00 deductible per person or family each calendar year.~~
- (c) Eligible new Employees are covered effective the first day of the calendar month following three (3) months of continuous 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 Plans is a condition of employment for all new Employees as described above; however, Employees covered by other medical plans may elect not to be covered by the above-noted Plans of the Employer.
- (e) The Employer will provide a direct pay card to all eligible employees.


E & OE

Signed off this 25th day of May, 2017

For the Union:



For the Employer:



June 2, 2017



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 28	31.11	NEW – Add LTD	

31.11 Extended Health Care 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 month(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.]

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 25 day of May 20 17

For the Union P. Harris

For the Employer [Signature]

moveUP

Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 29	35.01	Amend/ <i>To be discussed</i>	

ARTICLE 35 – TERM OF AGREEMENT

35.01 Duration

Three (3) year term

35.01 Duration

This Agreement shall be binding and remain in full force and effect to midnight 31 October 2016 9 and thereafter in accordance with this Article.

E & OE

Signed off this second day of June, 2017

For the Union:

P. Kerani

For the Employer:

Jeffrey R. Nayda

moveUP

Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 31	Appendix "A"	May 25, 2017 <i>To be discussed</i>	

APPENDIX "A"

Salary Scales & Allowance

3 year term

Nov 1, 2016 – 3%

Nov 1, 2017 – 3.25%

Nov 1, 2018 – 3%

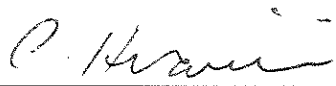
Retro-pay back to November 1, 2016


E & OE

Signed off this 25th day May, 2017

For the Union:

For the Employer:





June 2, 2017



Local 378 of the Canadian Office and Professional Employees Union

Hertz Canada Limited PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 36	28.01	<i>Amend</i>	

ARTICLE 28 - ADDITIONAL LEAVES OF ABSENCE

28.01

Leave of Absence with pay will be granted to regular employees for the following reasons:

- (a) To appear in court as a witness on behalf of and at the request of the Employer.
- (b) In the event of death in an employee's immediate-family (which is defined as grandparents, parents, parents-in-law; ~~spouse, children,~~ brother or sister; step parents, current parent in-laws and ~~step children;~~ step brother/sister, ~~qualified domestic partner;~~ Any relative for which the employee has been appointed legal guardian.) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.

In the event of death in an employee's immediate family (which is defined as spouse, qualified domestic partner, child and step-child) the employee shall be entitled to be absent from work for a period up to but not more than five (5) regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.

Effective upon ratification.

E&OE
Signed off this 25 day of May 2017

For the Union
P. Kaur

For the Employer
J. Boyd



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

- (c) Employees who are required to serve on a jury shall be granted an excused absence for such time as is needed in connection with jury duty. The Employer agrees to pay employees who are required to serve on jury duty the difference between their regular classification rate of pay and the amount allowed by the court for their jury service. Any day an employee is not required to serve on a jury panel, or when he is relieved for the day, he shall call the Employer and shall make himself available for work.

E&OE
Signed off this 25 day of May 2012

For the Union *C. Hraoui*

For the Employer *J.R. Nanda*



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

nion			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP 39	APPENDIX C	NEW	

APPENDIX "C" *Heading 1*
JOB DESCRIPTIONS *Heading 2*

In accordance with Article 18 of the Collective Agreement and within thirty days of ratification, the employer agrees to send updated copies of all Job Descriptions for all bargaining unit positions to the Union for review.

Once Job Descriptions are agreed to by both parties they will be incorporated into the Collective Agreement under this new Appendix "C".

The Union reserves its rights and entitlements to the grievance and arbitration procedure under the Collective Agreement regarding this matter.

E&OE
Signed off this 25th day of May 2017

For the Union C. Kraus

For the Employer J.R. Nayak



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
UP#40	NEW LOU#5		

Letter of Understanding # 5

During the 2016/2017 negotiations it was agreed to between "The Parties" (the Employer and the Union as defined in this agreement) to review and conduct a Job Evaluation with respect to the position of "Driver(s)" in accordance with Article 18 of the Collective Agreement.

The Parties shall meet before October 01, 2017(if a new agreement has been ratified) to evaluate any salary adjustment associated with the Driver Job Description and a resolution shall be determined no later than Jan 31, 2018.

E&OE
Signed off this 25th day of May 2017

For the Union
P. Kauri

For the Employer
J. Wanda



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 2, 2016	Time:
EP	Housekeeping A		

Replace "City Manager" with "Area Manager" wherever City Manager appears in the Collective Agreement.

E&OE
Signed off this 2nd day of November 2016

For the Union C. Herani

For the Employer J.R. Wade



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union		
Affected Article/MOU	Date:	Time:
EP #2	May 25, 2017	
	<i>Housekeeping</i>	

Rename "Vehicle Agent" to "Driver" throughout the Collective Agreement.

E&OE

Signed off this 25th day of May 2017

For the Union *C. Herani*

For the Employer *J.R. Nasda*



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: May 25, 2017	Time:
EP #3	16.02		

16.02

Posting Job Vacancies

- (a) Except as expressly provided otherwise by this Agreement, all job vacancies shall be posted electronically and in paper form, by the Employer on a bargaining unit wide basis for seven (7) consecutive calendar days to give all eligible Employees an opportunity to apply for the job(s).

E&OE
Signed off this 25th day of May 2017

For the Union C. Hranic

For the Employer J. B. Nayden



Local 378 of the Canadian Office and Professional Employees Union

**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
		May 25, 2017	
EP#4		<i>Housekeeping</i>	

31.07 ~~Travel Accident~~ Medical Insurance

Full Time Regular and Part Time Regular employees will be covered under a ~~Travel Accident~~ Medical Insurance Plan for amounts in accordance with the Company procedures against death or injury sustained while travelling on Company business

E&OE
Signed off this 25th day of May 2017

For the Union *C. Mirani*

For the Employer *J.B. Hayden*



Local 378 of the Canadian Office and Professional Employees Union

Hertz Canada Limited PROPOSALS 2016 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
		May 25, 2017	
EP#5	Appendix B	<i>Housekeeping</i>	

APPENDIX "B" PENSION PLAN

JOINING THE PENSION PLAN

Hertz Canada's Ltd's Pension Plan is offered to Full Time Regular Employees after twelve (12) months' continuous employment. Participation in the Pension Plan is optional.

CONTRIBUTIONS

Employees can contribute to the Plan, with Hertz Canada Ltd's matching the employee's contribution, based on the following formula:

Years of Service	Contribution Percentage
<u>One (1) to four (4) years</u> - five (5) years	Employee may contribute between one (1) to four (4) percent of earnings (<u>whole percentage selection only</u>)
Five (5) plus years - <u>More than five (5) years</u>	Employees may contribute between one (1) to five (5) percent of earnings

*DR 5/25
etc.*

(whole percentage selection only)

Additional contributions are not permitted.

VESTING

All contributions are locked in and vested ~~after two (2) years' participation in the Plan.~~ immediately.

BENEFITS ON RETIREMENT

The normal retirement age is sixty-five (65) however early retirement is permitted at age fifty-five (55). The normal form of pension income is paid as a "Joint and Survivor" benefit, which means the monthly pension benefit is an equal amount paid to you, for you and your spouse's entire lifetime.

E&OE
Signed off this 25 day of May 2017.

For the Union *C. Hiram*

For the Employer *J. B. Nayda*



**Hertz Canada Limited
PROPOSALS 2016
Union Proposals (UP Item)**

BENEFICIARY

Legislation requires the Beneficiary Designation to be the Plan Member's legal spouse. Where an Employee does not have a spouse and/or does not designate a beneficiary, the death benefit will be paid in a lump sum to the estate of the Employee.

Further information about the Pension Plan can be found in the Employee Handbook, Enrollment Guide and Provincial Booklet.

E&OE
Signed off this 25th day of May 20 17

For the Union C. Mann

For the Employer J.B. Nayde