

# **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**Hertz Victoria**

**(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 April 1, 2019, through March 31, 2023 (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 (4) four years from April 1, 2023, to March 31, 2027, 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 April 1, 2023, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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. this 9<sup>th</sup> day of November, 2023

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Di Pietro

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**FOR THE EMPLOYER**

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**FOR THE UNION**



(Canadian Office and Professional Employees Union, Local 378)

### Hertz (Victoria) PROPOSALS 2023 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:

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

Add reference to page numbers on collective agreement.

- Remove all language pertaining to Midtown location.
- Article 14.01 C fix the word late to later
- Remove job description of the Customer Care Representative (Midtown)
- Housekeeping: On Vehicle Service Attendant and Customer Service Representative Job descriptions update the reports to section: remove Location Manager (Airport) and Branch Manager (Midtown) to read Operations Manager.
- Housekeeping: For CSR job description, point 13 says reports to location manager any safety issue should say "any safety issues in the workplace"
- Housekeeping: remove verbiage of Location Manager and replace with Operations Manager
- Housekeeping: remove verbiage of Area Manager and replace with General Manager

**LOUs:**

- o LOU 1: no longer applicable
- o LOU 2: no longer applicable
- o Lou 3: no longer applicable
- o Lou 4: no longer applicable
- o Lou 5: renew
- o Lou 7: expire

E&OE

Signed off this 11<sup>th</sup> day of October 2023

For the Union

For the Employer

AA

Alfred Picerno



(Canadian Office and Professional Employees Union, Local 378)

Hertz (Victoria)  
PROPOSALS 2023  
Employer Proposals (EP Item)

Union Number	Affected Article	Date:	Time:
EP 3	Article 3.03	Amend - Casual Employees	

**3.03 Casual Employees**

"Casual Employee" means an Employee hired in accordance with this Agreement to work on a full-time or part-time basis to:


- a) replace an incumbent full-time or part-time regular employee who is absent from work for any reason, or
- b) for unusual or seasonal peak workloads (seasonal being between May 15 to and including Labour Day, the Thanksgiving Statutory Holiday, and hired for a maximum of (90) (150) calendar days.

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

For the Union

For the Employer

  
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(Canadian Office and Professional Employees Union, Local 378)

Hertz - Victoria  
PROPOSALS 2023  
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 4	Article 23	Amend	

**ARTICLE 23 - STATUTORY HOLIDAYS**

**23.01**

The Employer agrees to provide all eligible employees with the following Statutory Holidays, for which they will be paid an average days' pay:

- |  |                  |
|--|------------------|
| New Year's Day                               | Family Day       |
| Good Friday                                  | Victoria Day     |
| Canada Day                                   | B.C. Day         |
| Labour Day                                   | Thanksgiving Day |
| Remembrance Day                              | Christmas Day    |
| <u>National Truth and Reconciliation Day</u> |                  |

and any other day that may be stated as a statutory holiday in British Columbia.

Eligible employees are employees who:

- a) have been employed for 30 calendar days before the statutory holiday and,
- b) Have worked or earned wages (including taking sick pay under Article 26) on 15 of the 30 days before the statutory holiday.

An average day's pay is calculated by dividing the hourly wages earned in the 30 calendar days before the statutory holiday by the number of days worked.

**23.02**

A floating holiday for all regular employees with one (1) or more years of continuous service shall be given provided the Employer has two (2) weeks' notice and there is no more than one employee off on any given day. Such day shall be granted on a first asked, first given basis. Should the Employer desire to relax the requirements of this paragraph, they may do so at their discretion.

**23.06**

**Work on A Statutory Holiday**

All time worked on a Statutory Holiday or an equivalent day off shall be paid at one and one-half (1 and 1/2) the regular hourly rate for the hours worked in addition to an average days' pay.

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

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Hertz – Victoria  
PROPOSALS 2023  
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 8	Article 27	Amend	

**Article 27 – Maternity/Adoption/Parental Leave of Absence**

**27.01**

- a) ~~A pregnant employee who requests leave due to pregnancy before giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins~~
- i. ~~No earlier than 19 weeks before the expected birth date, and~~
  - ii. ~~No later than the actual birth date and ends no later than 17 weeks after the leave begins.~~
- b) ~~An employee who requests pregnancy leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.~~
- c) ~~An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.~~
- d) ~~An employee who requests leave under 27.01(a), (b) or (c) above is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (a), (b) or (c) above.~~
- e) ~~A request for leave under subsections (a), (b) or (c) above must~~
- i) ~~be given in writing to the employer,~~
  - ii) ~~if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and~~
  - iii) ~~if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (d).~~
- f) ~~If an employee on pregnancy leave proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.~~

Employees will be covered by the Maternity/Adoption/Parental Leave of Absence provisions of the BC Employment Standards Act. Including any improvements to entitlements under the Act.

**27.02 Parental leave (including adoption)**

- a. — An employee may request parental leave as follows;
- i) — for a parent who takes pregnancy leave under 27.01(a) or (b) above, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the pregnancy leave taken under 27.01(a) or (b);
  - ii) — for a parent, other than an adopting parent, who does not take pregnancy leave under 27.01(a) or (b) above, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children; and
  - iii) — for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- b) — If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under section 27.02(a).
- c) — A request for leave must
- i) — be given in writing to the employer;
  - ii) — if the request is for leave under s. 27.02(a)(i) or (ii) be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - iii) — if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

**27.03**

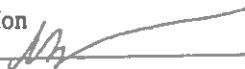
An employee's combined entitlement to pregnancy leave under 27.01(a) and (b) and parental leave is limited to 78 weeks plus any additional leave the employee is entitled to under section 27.01(d) and section 27.02(b).

**27.04**

If the employee elects to continue to pay the employee's share of the premium cost of the benefit plans then the Company will continue to pay the employer's portion of the benefit premiums while they are on leave under this Article 27.

E&OE  
Signed off this 11<sup>th</sup> day of October 20 23

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**Hertz (Victoria)  
PROPOSALS 2023  
Union Proposals (UP Item)**


Union Number	Affected Article/MOU	Date:	Time:
UP 5	Article 27	New	

**Compassionate Care Leave**

Employees will be covered by the Compassionate Care Leave provisions of the BC Employment Standards Act, including any improvements to entitlement under the Act.

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

For the Union



For the Employer







(Canadian Office and Professional Employees Union, Local 378)

Hertz (Victoria)  
PROPOSALS 2023  
Employer Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date:	Time:
UP 1	LOU 7	New	

LETTER OF UNDERSTANDING NO. 7

BETWEEN

HERTZ - VICTORIA  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

RE: NEW VACATION

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 \$5000 is paid as a lump sum in February of 2022.

However:

E&OE

Signed off this 11/11 day of October 2023

For the Union

For the Employer

The parties agree to change this practice effective commencing January 1, 2024 so that the excess entitlement is paid as vacation is taken in the year after it is earned. For example:

- a) An employee earned \$5000 in excess vacation accrual in 2020 for 2021; and
- 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.

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

For the Union

For the Employer

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\_\_\_\_\_ SP. Petro

LETTER OF UNDERSTANDING NO. 8

BETWEEN

HERTZ – VICTORIA

[Hereinafter referred to as the "Employer"]

And

MOVEUP

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

(Hereinafter referred to as the "Union")

**RE: Flex Employee**

The parties agree that the Employer may hire one "Flex" position, duties based on the attached job description, in accordance with the Collective Agreement. The parties will meet to discuss any issues, at minimum, annually. If, at the expiry of the Collective Agreement, the parties do not agree to continue the "Flex" position, then the incumbent shall be treated in accordance with the Collective Agreement based on seniority.

This position will be paid in accordance to the CSR wage scale.

E&OE

For the Union



For the Employer



November 9<sup>th</sup>, 2023

**Position Title: Flex Service Representative**

**Reports to: Operations Manager**

Maintains and follows standards and procedures set by local management, Hertz Canada Limited and/or Hertz Corporation in the following core duties, with a view to providing an excellent customer service experience.

1. Efficiently, accurately and neatly completes all forms and other processes related to the renting and returning of vehicles.
2. Engages and communicates with customers and resolves inquiries and issues in a clear, polite and professional manner in person or on the telephone, including answering telephone calls, booking, confirming and/or cancelling reservations for customers.
3. Maintains and update rental agreement files; contact and notify customers of overdue rental vehicles, inquire expected date of return; process rental extensions and update computer and credit card authorizations; accordingly, close rental agreements and complete billing to customers.
4. Assists with monitoring fleet availability for reservations, walk-ups, upgrade opportunities and upcoming fleet requirements.
5. Assists management with the body damage process, including completion of VIR vehicle and electronic movements as necessary.
6. Ensures the security of company assets by qualifying all renters as directed by company procedures.
7. Assists customers with directions.
8. Pro-actively markets and sells additional products and services marketed by the company from time to time, including but not limited to, options to waive customers responsibility of damage, fuel options and upsells.
9. Adheres to all company policies and procedures.
10. Reconciles fleet at the end of the day and as necessary to ensure that all vehicles are accounted for and reconcile other Hertz assets.
11. Assist with vehicle movements (drive and park vehicles on-lot as needed)
12. Carries out any paperwork/clerical duties as required in a complete and legible manner.
13. Communicates with Wash Bay to ensure vehicles are always available to cover reservations and walk-ups.
14. Vehicle preparation to ensure vehicle is ready for customer pick-up (cleaning the interior and exterior of the vehicles)
15. Adhere to all company policies and procedures.
16. Perform related responsibilities or other minor related duties as required or assigned by Management.



(Canadian Office and Professional Employees Union, Local 378)

# Hertz (Victoria) PROPOSALS 2023 Union Proposals (UP Item)

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
UP 13	Appendix A	<i>Employer Counter Proposal</i>	

## Appendix A

	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026
<b>CSR</b>	<b>New Starting Wages</b>	<b>4%</b>	<b>3.0%</b>	<b>3.50%</b>
<b>Start Rate</b>	19.18	19.94	20.54	21.26
<b>6 Month</b>	19.75	20.537	21.15	21.89
<b>1 Year</b>	20.34	21.152	21.79	22.55
<b>2 Year</b>	20.94	21.778	22.43	23.22
<b>3 Year</b>	21.83	22.701	23.38	24.20
<b>4 Year</b>	25.90	26.934	27.74	28.71

2023	2024	2025	2026
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<b>VSA</b>	<b>New Starting Wages</b>	<b>4%</b>	<b>3.0%</b>	<b>3.50%</b>
<b>Start Rate</b>	18.50	19.24	19.82	20.51
<b>6 Month</b>	18.97	19.73	20.32	21.03
<b>1 Year</b>	19.00	19.76	20.35	21.07
<b>2 Year</b>	20.04	20.84	21.47	22.22
<b>3 Year</b>	22.07	22.96	23.64	24.47
<b>4 Year</b>	24.44	25.42	26.18	27.10

New starting wages will be fully retroactive to April 1, 2023.

E&OE  
Signed off this 13<sup>th</sup> day of November 2023

For the Union

For the Employer