MEMORANDUM OF AGREEMENT

BETWEEN:

Enterprise Rent-A-Car Canada Company

(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 August 1, ~~2016~~ 2019 CTM through to July 31, ~~2019~~ 2022 CTM. (the "Collective Agreement").

B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from August 1, 2019 to July 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 August 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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. this** 1st **day of** October **, 20**19

FOR THE EMPLOYER

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A

moveUP

(Canadian Office and Professional Employees Union, Local 378)

Enterprise
Employer Proposals

Employer			
Number	Affected Article/MOU 4	Date: August 7, 2019	Time: 10:20am

ARTICLE 4: EMPLOYEE CATEGORIES

4.01 Full Time Regular Employees

(a) Definition of Full Time Regular Employee

A "Full Time Regular Employee" is ~~a person~~ an individual who is employed as a regular employee on a full time basis. Full Time Regular Employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to Full-Time Regular Floating Employees, Part Time Regular Employees or Casual Employees as the case may be.

(b) Definition of Full Time Regular Floating Employee

A "Full Time Regular Floating Employee" ~~means an Employee~~ is an individual employed on a full time basis to replace one (1) or more Regular Employees or another Full Time Regular Floating Employee who is/are absent from work for any reason. ~~A "Full Time Regular Floating Employee" shall be hired or used to provide coverage during a period of unusual and known peak workload. The periods between May 1st to September 30th, inclusive, and December 15th to January 14th , inclusive, are acknowledged to be known peak workload periods for the employer and are therefore not considered to be "unusual"; however, it is recognized that "unusual" peak workloads may occur from time to time during these known peak workload periods.~~ To enhance continuity of employment for "Full Time Regular Floating Employees", the Employer may also use such personnel for other purposes within existing job descriptions and job classifications.

~~It is the intention of the~~ The Parties intention, and ~~that~~ the primary purpose for establishment of the employee status of Full Time Regular Floating Employee is to provide the Employer with an enhanced ability to cover absences from work by Full Time Regular Employees (non-floating) without eroding hire or use by the Employer of Full Time Regular Employees (non-floating) or diminishing their rights or entitlements under this Agreement. Accordingly, and without limiting the generality of the foregoing, the Employer shall not hire or use Full Time Regular Floating Employees to avoid the continuance, creating or filling of positions for or by Full Time Regular Employees (non-floating).

E&OE
Signed off this 26 day of August 2019

For the Union

For the Employer

(c) Application of Agreement

Full Time Regular Employees (non-floating) shall be covered by all of the terms and conditions of this Agreement, except those which apply specifically and exclusively to Full Time Regular Floating Employees, Part Time Regular Employees or Casual Employees, as the case may be.

Full Time Regular Floating Employees shall be treated in all respects under this Agreement as if they were Full Time Regular Employees (non-floating) ~~save and except that they shall not have the right to bid on shifts. Instead, the~~ The shifts to be worked and the work locations of Full Time Regular Floating Employees shall be established by the Employer on an "as-needed" basis, which discretion must be exercised reasonably. All time spent traveling by a Full Time Regular Floating Employee between work locations on any given workday shall be deemed to be time worked for all purposes under this Agreement.

E&OE

Signed off this 26 day of August 2019

For the Union

For the Employer

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

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union Number	**Affected Article/MOU**	**Date: August 8, 2019**	**Time:**
UP#4	17.03	*Amend*	

ARTICLE 17: SENIORITY

17.03 Calculation of Seniority - Casual Employees

Casual Employees hired after August 1, 2019 shall not accrue any seniority (except casual seniority) until such time as they obtain Full Time Regular Employee status under this Agreement. Casual Employees hired prior to August 1, 2019 who move from casual to full-time regular status shall have their seniority credited back to the beginning of their most recent period of employment. Full Time Regular Employees who become Casual Employees shall lose their seniority. This provision does not in itself affect wage scales or progression of such wage scales.

E&OE
Signed off this 8 day of August 2019

For the Union

For the Employer

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

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: ~~July~~ August 8, 2019**	**Time:**
UP#5	Article 19.06	*Amend Bumping Procedure*	

ARTICLE 19: DISPLACEMENT, LAYOFF AND RECALL

19.06 Layoff and Bumping Procedure

(a) The most senior Employees in any job shall have the option to be laid off first from that job, failing which the Employee(s) with the least amount of seniority in any job will be laid off. Senior Employees wishing to exercise this option must provide the Employer with this election within twenty-four (24) hours of the layoff notice being issued pursuant to Article 19.02. Once it has been determined based on seniority which Employee will be laid off, the laid off Employee~~The Employee with the least amount of seniority in any job will be the first laid off from that job, but~~ may displace an Employee in a similar or lower classification with less seniority providing they have the ability to do the job. Employees who are displaced from their jobs as a result of such bump back procedures may themselves bump an Employee having less seniority, in similar or lower classifications, providing they are able to satisfactorily do the job.

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

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

E&OE
Signed off this 8 day of August 2019

For the Union

For the Employer

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

ENTERPRISE PROPOSALS 2019
Company Proposals (CP Item)

Company			
Number	**Affected Article/MOU**	**Date: August 26, 2019**	**Time:**
	Article 19	*Displacement, Layoff and Recall*	

ARTICLE 19 – Displacement, Layoff and Recall

19.07 Right to Return to Former Position

(a) A Regular Employee who is displaced or laid off from their position under this Agreement shall ~~have the right~~be placed on a recall list and for a period of two (2) years from the date of the displacement or layoff or their length of service, whichever is less, have the right to return to the position they held immediately prior to the displacement or layoff.

(b) Notwithstanding Article 17.07 (c), a Regular Employee may at any time waive their right to return to any former position in accordance with this Clause 19.07, without penalty or prejudice, in which event they shall maintain their current position and work location or layoff status, as the case may be.

19.08 Recall

[Delete Article 19.08(a) and renumber remainder]

E&OE

Signed off this 26 day of August 20 19

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

Enterprise
Employer Proposals

Employer			
Number	Affected Article 19	Date: August ~~12~~ 26, 2019	Time:

19.08 Recall

(a) A Regular Employee who is displaced and laid off under this Agreement shall be placed on the recall list and shall have the right for a period of sixteen (16) months 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 this Article.

Delete

(b) Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice and be available to go to work within fifteen (15) days from the date the notice is mailed or such longer period as may be mutually agreed. An employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control, or who declines recall to a lower position, may be bypassed for the position available, but such employee shall not lose seniority and recall rights thereby. Where more than one (1) employee is on the recall list in similar classifications, recall shall be made in order of seniority. The Employer has the right to request medical evidence with respect to any illness or injury, which causes an employee not to respond to recall notice. A laid off employee must keep the Employer informed of any change in address.

(c) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for, nor transfer, nor promote to such a classification while an employee is available from the recall list.

(d) Employees who have been bumped will be returned to their former positions on the same basis as employees on the recall list subject to the seniority provisions of the list. An employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this Section.

(e) An employee, upon layoff from recall, may utilize his/her seniority to fill any shift vacancy in his/her classification which the Employer seeks to fill.

E&OE
Signed off this 26 day of August 2019

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union Number	**Affected Article/MOU**	**Date: August 8, 2019**	**Time:**
UP# 7	Article 22.01 Working Hours	*Amend*	

ARTICLE 22: WORKING HOURS

22.01

(a) Each Regular Full Time and Regular Part Time Employee will have an established shift. Shifts and shift hours will be designated by the Employer and will be posted for bid setting forth the hours of work and the days off. Employees covered by this Agreement shall bid shifts and the scheduling, once set forth, shall remain in effect until the next shift bid occurs. Shift bid shall be posted for seven (7) days prior to bidding. Then completed shift bids shall be posted for seven (7) days prior to taking effect.

There will be a minimum of two (2) general shift bids per year (one in the spring and one in the fall).

(b) The normal hours of work for Regular Full-Time Employees will be either:

(i) Five (5) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by two consecutive days off; or
(ii) Six (6) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by three (3) consecutive days off; or
(iii) Four (4) consecutive ten (10) hour workdays excluding the unpaid lunch period followed by three (3) consecutive days off.
(iv) The Employer will ensure that a copy of the current shift schedule is posted at all work locations by noon Thursday of the previous week. This shall apply to all Floaters in all classifications. The parties recognize that this deadline may be impacted by unforeseen circumstances.

E&OE
Signed off this 8 day of August 2019

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: ~~July~~ August 8, 2019**	**Time:**
UP#8	Article 23.07 & 23.08	*Amend*	

ARTICLE 23: WAGE ADMINISTRATION

23.08

Employees changing classification within the same salary range will continue to receive their present salary and length of service progression. Employees who move to a lower classification as a result of bumping procedure will continue to be paid at their former salary for one full pay period. Subsequently, the employee will be paid at their former salary or at the maximum for the new classification, whichever is lesser. Employees ~~who move to a lower classification as a result of bumping procedure or~~ who accept recall to a lower classification than formerly held, will be paid at their former salary or at the maximum for the new classification, whichever is the lesser. An employee returned to his or her former classification as a result of temporary promotion will return to their salary scale prior to the promotion as provided in Article 23.07.

E&OE
Signed off this 8 day of August 20 19

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: July 8, 2019**	**Time:**
UP#10	Article 24.11	*Amend*	

ARTICLE 24: OVERTIME HOURS/PREMIUM PAY

24.11 Overtime Meal Provisions

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If an employee is required to work two (2) hours or more ~~before or~~ after ~~his~~ regular shift, a one-half (1/2) hour unpaid meal period will be allowed and the Employee will be provided with ~~up to~~ a fifteen dollar ($15.00) meal allowance. ~~based upon submission of appropriate paid receipts.~~

E&OE
Signed off this 1 day of Oct 2019

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: August 8, 2019**	**Time:**
UP#11	24.12	*Amend*	

ARTICLE 24: OVERTIME HOURS/PREMIUM PAY

24.12 Lead Premium Pay and Duties

It is agreed that any employee who acts as Lead, or comparable job title, under this Agreement shall be paid premium pay by the Employer in the amount of ~~$1.00~~ $1.50 per hour for all time worked. Shuttler Leads shall receive premium pay of $2.00 for all time worked. It is further agreed that such premium pay shall be in addition to all other compensation arising out of this Agreement.

E&OE
Signed off this 8 day of August 2019

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: July 8, 2019**	**Time:**
UP#13	26.02 Vacations	*Amend*	

ARTICLE 26: ANNUAL VACATIONS AND VACATION PAY

26.02

All employees shall be entitled to:

(a) Ten (10) working days vacation after one (1) or more years of employment as of ~~May 1st~~ date of hire.

(b) Fifteen (15) working days vacation after three (3) or more years of employment as of ~~May 1st~~ date of hire.

(c) Twenty (20) working days vacation after eight (8) or more years of employment as of ~~May 1st~~ date of hire.

(d) Twenty-five (25) working days vacation after sixteen (16) or more years of employment as of ~~May 1st~~ date of hire.

(e) ~~Thirty (30) working days vacation after twenty (20) or more years of employment as of date of hire.~~

SE - CSU

E&OE
Signed off this 1st day of October 2019.

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union Number	**Affected Article/MOU**	**Date: August 8, 2019**	**Time:**
UP#15	29.04	*Amend*	

ARTICLE 29: LEAVE OF ABSENCE

29.04 Bereavement Leave

Leave of absence with pay will be granted to Full-Time Regular Employees for the following reasons:

(a) In the event of death in an employee's immediate family (which is defined as grandparents, step grandparents, parents, spouse's parents, step parents, ~~brother, step-brother, step-sister or sister~~ siblings and step siblings) 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. Part time regular employees will receive pay for lost time that occurs on the day of the funeral.

(b) In the event of the death of the employee's spouse, common law spouse or children or step-children then the employee shall be entitled to be absent from work for up to five (5) days. 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. Part-time Regular Employees will be entitled to be absent for one week and will receive one week's pay based on their regularly scheduled work-week.

E&OE
Signed off this 8 day of August 20 19

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: ~~July~~ 8, 2019** August	**Time:**
UP#18	35	*New*	

ARTICLE 35: TRAINING AND EDUCATION

35.02 Education and Training Fund

(a) Upon presentation of the appropriate invoice, the Employer shall contribute to the Union the sum of $3000.00 per year for every year of the collective agreement for education and training of Union members.

(b) The money shall be made payable to MoveUP (COPE Local 378 Education and Training Fund, 301 – 4501 Kingsway, Burnaby, B.C. V5H 0E3 and shall be remitted on June 1, of each contract year.

E&OE
Signed off this 8 day of August 2019

For the Union

For the Employer

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

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: ~~July~~ August 8, 2019	Time:
UP#19	Article 36	*Amend* *Labour Management Committee*	

ARTICLE 36: LABOUR / MANAGEMENT RELATIONS

36.01 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.

36.02 Objective Of Committee

(a) The objective of this Committee will be to discuss and to attempt to resolve problems 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.

36.03 Committee Meetings

The parties shall endeavour to meet once every ~~three (3)~~ two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Committee meetings will be held during normal working hours unless agreed otherwise and any time spent by Employee Committee members shall be without loss of pay or any other entitlements provided for in this Agreement.

36.04 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.

E&OE
Signed off this 8 day of August 20 19

For the Union

For the Employer

moveup

(Canadian Office and Professional Employees Union, Local 378)

ENTERPRISE PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: ~~July~~ 8, 2019** August	**Time:**
UP#22	Appendix A Salary Scales	*Amend*	

APPENDIX "A" - SALARY SCALES

	1-Aug-2015 Current	1-Aug-201 3%	1-Aug-2017 3.25%	1-Aug-2018 3%

Rental Agent/Clerk/Customer Service Agent

Start	$15.25		$15.71		$16.22		$16.71
1 year 2080 hrs	$17.82		$18.35		$18.95		$19.52
2 years 4160 hrs	$19.71		$20.30		$20.96		$21.59
3 years 6240 hrs	$23.37		$24.07		$24.85		$25.60
4 years 8320 hrs	$24.09		$24.81		$25.62		$26.39

E&OE
Signed off this 8 day of August 20 19

For the Union

For the Employer

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

ENTERPRISE
PROPOSALS 2019
Union Proposals (UP Item)

Union			
Number	**Affected Article/MOU**	**Date: ~~July~~ August 8, 2019**	**Time:**
UP#25	LOU #19	*Amend*	

LETTER OF UNDERSTANDING NO. 19

BETWEEN

ENTERPRISE RENT-A-CAR CANADA COMPANY
("Employer")

AND

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

RE: CUSTOMER SERVICE AGENTS

The Parties agree as follows:

1. The number of Customer Service Agents (CSA's) employed by the Employer, other than at the South Terminal, shall not exceed a number equal to 20% of the total number of Full-Time Regular Rental Sales Agents and Full-Time Floater Rental Sales Agents (collectively "RSA's") as set out in Article 4.01 (the "FTE Number"); and,
2. The FTE Number shall be the number of RSA's on the schedule at the time of the applicable shift bid. This FTE Number shall remain the applicable number until the next shift bid;
3. At least one of the CSA's referred to in paragraph 1, above, shall be a CSA Floater;
4. The Employer shall only offer to on-shift CSA's voluntary overtime opportunities that are ordinarily available to Services Agents (SA's) once all eligible on-shift SA's have been provided an opportunity to accept said overtime opportunities. The Employer shall only offer to off-shift CSA's voluntary overtime opportunities that are ordinarily available to SA's once all eligible off-shift SA's have been provided an opportunity to accept said overtime opportunities;
5. The Employer shall only offer voluntary shuttling overtime opportunities to on-shift CSA's once all eligible on-shift SA's and Shuttlers have been provided an opportunity to accept said shuttling overtime opportunities. The Employer shall only offer voluntary shuttling overtime opportunities to off-shift CSA's once all eligible off-shift SA's and Shuttlers have been provided an opportunity to accept said shuttling overtime opportunities; ~~and~~

CJM

6. The Employer shall only offer voluntary Handheld overtime opportunities to on-shift CSA's once all eligible on-shift Handheld have been provided an opportunity to accept said Handheld overtime opportunities. The Employer shall only offer voluntary Handheld overtime opportunities to off-shift CSA's once all eligible off-shift Handheld have been provided an opportunity to accept said Handheld overtime opportunities; and

7. If the Employer calls in a CSA to perform overtime work for an absence in another classification, then the CSA shall perform only the duties for that classification for the duration of that overtime shift.

E&OE
Signed off this 8 day of August 20 19

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

Enterprise
Employer Proposals

Employer			
Number	Affected Article 24	Date: August 12, 2019	Time:

24.03 Overtime Pay/Notification

Time and one half (1 1/2) shall be paid for all hours worked in excess of the employees scheduled work day or work week. All overtime worked in excess of two (2) hours beyond the employees regular scheduled shift will be at double (2x) time. Time worked on a scheduled day off shall be paid at time and one-half for the first four hours and double time for all hours in excess of four hours. Provided, however, if an employee who volunteers for overtime on his/her scheduled day off has called out sick during that work week but had no remaining sick pay available pursuant to Article 28.02, until he/she has worked a minimum of forty (40) hours in that workweek, he/she will be paid at straight time for those overtime hours worked.

Shifts will be worked in a continuous period except for meal breaks and will not be "split".

When possible the Employer will notify affected employees for overtime not later than the second hour of their shift on the day overtime is required.

E&OE
Signed off this 26 day of August 20 19

For the Union

For the Employer

moveUP

(Canadian Office and Professional Employees Union, Local 378)

Enterprise
Employer Proposals

Employer			
Number	Affected Article/MOU 28.02	Date: August 26/19	Time:

28.02 Sick Pay

(a) The Employer will provide paid sick pay of up to eighty (80) hours in each calendar year for each employee who has completed his or her probationary period.

(b) Sick pay shall be accrued on the basis of eight (8) hours for each month of full time employment dating from the first of the month following probation to a maximum of eighty (80) hours per calendar year.

(c) Employees may elect to carry over up to sixteen (16) hours sick pay into the following year.

(d) Employees will on the second pay period in December be paid for earned but unused sick pay at their current rate of pay.

(e) Paid sick leave entitlements under this Clause 28.02 for Part Time Regular Employees shall be pro rated in relation to the number of full time equivalent hours worked as defined in Clause 4.02(d) of the Agreement.

(f) Employees who leave employment having used their sick days before earning them shall reimburse the difference out of their final pay cheque.

E&OE
Signed off this 26 day of August 20 19

For the Union

For the Employer

UP #17 Company Counterproposal – Article 34.05

Amend 34.05 to read:

34.05 Vision Care

Vision care is included in Article 34.01 – medical coverage. Effective January 1, 2020, the Employer's vision care coverage will be changed from a maximum of $200.00 during any 2 calendar years to a maximum of $300.00 during any two (2) consecutive calendar years. The Employer shall pay 100% of the full premiums for the Plan.

Note: This proposal is contingent on acceptance of the Company proposal regarding LOU#18.

For the Company

For the Union

Date: October 1, 2019

Company Proposal – LOU #18

Letter of Understanding No. 18

Amend the "Overnight Shift" definition to read as follows:

For the purposes of this Letter of Understanding, an "Overnight Shift" is defined as any scheduled shift that includes hours between of 2:01 a.m. and 3:59 a.m.

For the Company

For the Union

Date: October 1, 2019

LETTER OF UNDERSTANDING NO. 21

BETWEEN

ENTERPRISE RENT-A-CAR CANADA COMPANY
("Employer")

AND

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

RE: IMPACT OF ENTERPRISE BRAND RELOCATION TO THE VANCOUVER INTERNATIONAL AIRPORT

By the signature(s) of their duly authorized representative(s) set forth below, the Employer and the Union mutually acknowledge and agree as follows:

1. The Airport Authority has established late 2019 as the timeframe for Rental Car Companies to submit bids for space at the Vancouver International Airport rental car facility.

2. In the event Enterprise bids for and is awarded the opportunity to place all three (3) brands on-site at the Vancouver International Airport the Enterprise "YVR operation," currently located at the off-airport 9051 Beckwith Road, Richmond, BC site (the "Beckwith Branch"), Enterprise reserves the right to transfer the Enterprise brand airport rental operation to the Vancouver International Airport on a date to be determined (the "Transfer Date"). In the event that Enterprise is not awarded the opportunity to place the Enterprise brand on-site at the YVR Operation, this LOU will have no force or effect.

3. It is not the intent of the Employer, nor is it the intent of this Letter of Understanding, to cause either a reduction in the number of employees in the bargaining unit or rental volume for the National/Alamo brands at the Vancouver International Airport. To the contrary, and while this cannot be guaranteed, it is anticipated that the placement of the Enterprise brand at the Vancouver International Airport will result in an increased number of employees in the bargaining unit and, further, will result in an increased rental volume at the Vancouver International Airport.

4. Effective with the transfer date, Handheld Agents covered by the Collective Agreement will be responsible, subject to the terms of the collective agreement, for return functions of all vehicles returned to the Vancouver Airport, regardless of whether the vehicle is returned by an Alamo, National or Enterprise customer.

5. Effective with the transfer date, the shuttling of all vehicles for rental by Enterprise customers (regardless of whether derived from or for an Alamo, National or Enterprise customer) within the

Vancouver International Airport will be exclusively performed by employees within the bargaining unit , subject to the terms of the collective agreement.

6. Effective with the transfer date, the servicing of all vehicles leased by Enterprise brand customers from or returned to the Vancouver International Airport will be performed by Service Agents, subject to the terms of the collective agreement, regardless of whether the vehicle is the product of a National, Alamo or Enterprise customer rental.

7. Effective with the transfer date, the Employer will transfer, if any, the necessary Handheld Agents, Service Agents and Launch Pad Rental Agents from Beckwith to the Vancouver International Airport. Transferred employees shall retain their seniority (Enterprise start date) for vacation and wages only. Transferred employees shall begin accruing bargaining unit seniority on the transfer date. It is agreed that any vacancies that arise after the transfer process shall be subject to the terms of the collective agreement.

8. The Enterprise employees classified and transferred as Launch Pad Rental Agents will be considered members of the bargaining unit represented by the Union and subject to, except as modified herein, the Collective Agreement negotiated by the Union and the Employer. Consistent with the establishment of the position of Launch Pad Rental Agent, the Union and the Employer agree that the recognition provision of the Collective Agreement will be amended to include the job classification "Launch Pad Rental Agent."

9. The duties of a "Launch Pad Rental Agent" have been outlined in a separate job description, but, for purposes of this Letter of Understanding, will include a variety of sales related functions including completing all forms relating to the rental of vehicles; responding to potential customer and customer inquiries; completing clerical and auditing duties as required; completing "paperwork," as necessary; escorting customers to, or meeting and greeting customers at the Enterprise vehicle ready line, to select the customer vehicle, conduct the necessary "walk-around" and finalize all paperwork and all other customer-facing tasks up to the customer exiting the Vancouver International Airport; move vehicles to assist a customer within the rental ready space; ensuring the security of company assets; maintaining a safe and clean work environment; performing concierge services for FBO and VIP customers, as well as valet and FBO and VIP pickup services; following instructions from Supervisors, Managers and Lead Agents regarding operational needs; and performing other duties, as assigned, related to the primary duties outlined above. (Job Description attached)

10. Upon transfer of the Enterprise YVR operation to the Vancouver International Airport Rental Car facility and, subject to future operational needs, Enterprise Rent-A-Car signage will be located adjacent to the existing National and Alamo rental counters, directing Enterprise brand customers to an Enterprise "Customer Sales Booth." The Enterprise Customer Sales Booth will be staffed by employees classified as "Launch Pad Rental Agents" who will be represented by the Union and subject to the Collective Agreement. In addition, in the event additional space becomes available in the future, Enterprise reserves the right to establish an Enterprise Rent-A-Car sales counter at the Vancouver International Airport, which shall be staffed by bargaining unit members.

11. National/Alamo CSA's are eligible (after Launch Pad Rental Agents), to fill Launch Pad Rental Agents vacancies. In addition, if Launch Pad Rental Agents are not present, a National/Alamo RSA may be asked to write an ERAC ticket on the computer.

12. The Launch Pad Rental Agent Classification will have shift and vacation bidding rights only within their classification and other employees/classifications will not have bidding rights within the Enterprise Launch Pad Rental Agent Classification.

13. To the extent Enterprise employs Launch Pad Rental Agents at the Vancouver International Airport, the base hourly rate of pay provided to a Launch Pad Rental Agent for the term of the current collective agreement will be as set out in ~~Schedule~~ Appendix CTM. A of the collective agreement.

14. The Union and the Employer further agree that Enterprise brand managers will not, except as authorized by Article 6 of the Collective Agreement, perform bargaining unit work at the Vancouver International Airport.

15. The Employer and the Union understand and agree that even after the relocation of the Enterprise YVR operation from Beckwith, that Beckwith will continue to operate as a "Home City" location and the Union will have no representation rights with respect to the employees who remain at the Beckwith facility. Nothing in this LOU is a waiver of the right of the Union or employees to apply for certification of a bargaining unit at Beckwith or any other location.

16. The Union and the Employer further agree that, in the event the Employer determines, for whatever reason, that having the Enterprise brand located at the Vancouver International Airport is no longer appropriate, the Employer has the unfettered right in its sole discretion, to withdraw from the Vancouver International Airport and reestablish the Enterprise brand at an off-airport site. In the event that occurs, this Letter of Understanding No. 21 shall expire, and the Union shall have no representation rights at the off-site airport facility. In the event of a withdrawal of the Enterprise branded operation the process shall be subject to the terms of the collective agreement (e.g. with respect to layoffs, severance, etc.).

The Union and the Employer have read, understand and agree to this Letter of Understanding No. 21.

moveUP

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

Date Oct. 1/19.

ENTERPRISE RENT-A-CAR CANADA COMPANY

Date Oct. 1/19

ENTERPRISE RENT-A-CAR CANADA COMPANY

POSITION TITLE: **Enterprise Brand -- Launch Pad Rental Agent**

REPORTS TO: **Station Manager**

JOB FUNCTIONS:

The duties of an "Enterprise Brand -- Launch Pad Rental Agent" (Launch Pad Rental Agent) will include a variety of sales and customer service related functions including completing all forms relating to the rental of vehicles; responding to potential customer and customer inquiries; completing clerical and auditing duties as required; completing "paperwork," as necessary; escorting customers to, or meeting and greeting customers at the Enterprise vehicle ready line, to select the customer vehicle, conduct the necessary "walk-around" and finalize all paperwork and all other customer-facing tasks up to the customer exiting the Vancouver International Airport; move vehicles to assist a customer within the rental ready space; ensuring the security of company assets; maintaining a safe and clean work environment; performing concierge services for FBO and VIP customers, as well as valet and FBO and VIP pickup services; following instructions from Supervisors, Managers and Lead Agents regarding operational needs; and performing other duties, as assigned, related to the primary duties outlined above.

JOB SUMMARY:

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

ESSENTIAL RESPONSIBILITIES:

- Customer Service
    - Transactions
        - Understand and communicate rental terms and conditions, vehicle features and other services
        - May sell optional protection products, upgrades, fuel options and other additional equipment
        - In the performance of the above tasks, be proficient in and utilize the Airport Tablet ("Launch Pad") or future handheld electronic devices unique to the Enterprise brand
    - Phones
        - Incoming calls- reservations, rate quotes, general questions and answers, provide information and resolution for customers, other branches
        - Outgoing calls- callback management, account receivables, and miscellaneous calls as assigned
    - Customer Contact

        - Provide a high level of customer service by assisting customers and assessing their rental needs in person and over the phone
        - Meet and greet customers in a friendly and timely manner
        - Provide directions and general assistance
        - Effectively market the company while dealing with customers in a safe and courteous manner and assisting customers as needed
        - Notify Management of any known customer problems
- Fleet Management and Maintenance
    - Notify Management of any known vehicle problems and any required vehicle maintenance

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

Knowledge/Skills/Abilities-

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

WORKING CONDITIONS/EQUIPMENT USED:

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

Appendix A

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Rental Agent/Clerk							
Start	16.71	7.7%	18.00	3.0%	18.54	3.0%	19.10
1 year (2080 hrs)	19.52	3.0%	20.11	3.0%	20.71	3.0%	21.33
2 years (4160 hrs)	21.59	3.0%	22.24	3.0%	22.90	3.0%	23.59
3 years (6240 hrs)	25.60	3.0%	26.37	3.0%	27.16	3.0%	27.97
4 years (8320 hrs)	26.39	3.0%	27.18	3.0%	28.00	3.0%	28.84

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Red Circled Clerks Rate							
Start	28.03	3.0%	28.87	3.0%	29.73	3.0%	30.62

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Service Agent							
Start	16.24	7.8%	17.50	3.0%	18.03	3.0%	18.57
1 year (2080 hrs)	19.07	3.0%	19.64	3.0%	20.23	3.0%	20.84
2 years (4160 hrs)	21.16	3.0%	21.79	3.0%	22.45	3.0%	23.12
3 years (6240 hrs)	24.27	3.0%	25.00	3.0%	25.75	3.0%	26.52
4 years (8320 hrs)	25.87	3.0%	26.65	3.0%	27.45	3.0%	28.27

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Handheld/Greeter							
Start	16.50	7.6%	17.75	3.0%	18.28	3.0%	18.83
1 year (2080 hrs)	19.32	3.0%	19.90	3.0%	20.50	3.0%	21.11
2 years (4160 hrs)	21.41	3.0%	22.05	3.0%	22.71	3.0%	23.40
3 years (6240 hrs)	25.34	3.0%	26.10	3.0%	26.88	3.0%	27.69
4 years (8320 hrs)	26.17	3.0%	26.96	3.0%	27.76	3.0%	28.60



	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Mechanic							
Start	36.65	3.0%	37.74	3.0%	38.87	3.0%	40.04
1 year (2080 hrs)	40.45	3.0%	41.66	3.0%	42.91	3.0%	44.20
2 years (4160 hrs)	40.45	3.0%	41.66	3.0%	42.91	3.0%	44.20
3 years (6240 hrs)	40.45	3.0%	41.66	3.0%	42.91	3.0%	44.20
4 years (8320 hrs)	40.45	3.0%	41.66	3.0%	42.91	3.0%	44.20

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Shuttler							
Start	16.14	5.3%	17.00	3.0%	17.51	3.0%	18.04
1 year (2080 hrs)	16.33	6.2%	17.34	3.0%	17.86	3.0%	18.40
2 years (4160 hrs)	16.50	7.2%	17.69	3.0%	18.22	3.0%	18.76
3 years (6240 hrs)	16.60	8.7%	18.04	3.0%	18.58	3.0%	19.14
4 years (8320 hrs)	16.69	10.3%	18.40	3.0%	18.95	3.0%	19.52

	1-Aug-18 Current		1-Aug-19 Proposed		1-Aug-20 3%		1-Aug-21 3%
Utility Agent							
Start	17.24	7.3%	18.50	3.0%	19.06	3.0%	19.63
1 year (2080 hrs)	20.07	3.0%	20.67	3.0%	21.29	3.0%	21.93
2 years (4160 hrs)	23.16	3.0%	23.85	3.0%	24.57	3.0%	25.31
3 years (6240 hrs)	25.27	3.0%	26.03	3.0%	26.81	3.0%	27.61
4 years (8320 hrs)	26.87	3.0%	27.68	3.0%	28.51	3.0%	29.36

	1-Aug-19 Proposed	1-Aug-20 3%	1-Aug-21 3%
LP Agent			
Start	18.00	18.54	19.10
1 year (2080 hrs)	18.50	19.06	19.63
2 years (4160 hrs)	19.00	19.57	20.16
3 years (6240 hrs)	19.50	20.09	20.69





4 (8320 hrs)	20.00	20.60	21.22

LOU 13 - delete paragraphs 1-5 replace with "Duane Pare will continue to be paid the Red Circled Clerks Rate"

Lead Position: Lead Shuttlers will receive $2.00 more per hour; All other Leads will receive $1.50 more per hour



Oct. 1/19

