

# **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, 2019 through to July 31, 2022 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

### **THEREFORE:**

1. The Parties agree that the Collective Agreement is renewed for a term of three (3) years from August 1, 2022 to July 31, 2025 with the changes set out in the Memorandum of Agreement subject to the following conditions.
2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from August 1, 2022 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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, inclusive of those Agreements cited Appendix A of this Memorandum of Agreement as well as the "Employer Proposal," each of which are attached here to and are incorporated by reference into this Memorandum of Agreement, constitute the entire agreement between the Parties with respect to those negotiations for the renewal of a Collective Agreement effective from August 1, 2022 to July 31, 2025.
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 20<sup>th</sup> day of December, 2022

Daniel R. Begiani 12.23.2022  
Labor & Employment Counsel

**FOR THE EMPLOYER**

[Signature]

Kevin Smyth, Senior Union Representative

[Signature]

Ward Edgar, Union Representative

[Signature]  
Manvir Singh Grewal (Dec 20, 2022 15:57 PST)

Manvir Grewal, Committee Member

[Signature]  
Mohamed Harakow (Dec 20, 2022 17:16 PST)

Mohamed Harakow, Committee Member

[Signature]  
Uttambir Singh Punia (Dec 20, 2022 16:02 PST)

Uttambir Punia, Committee Member

**FOR THE UNION**

# APPENDIX "A"

**Attach all signed off as Appendix A**

Agreed to proposals:

UP#1  
UP#2  
UP#3  
UP#5  
UP#6  
UP#7  
UP#14  
UP#18  
UP#21  
UP#23  
UP#27



(Canadian Office and Professional Employees Union, Local 378)

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

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

**HOUSEKEEPING**

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

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

E&OE  
Signed off this 31<sup>st</sup> day of August 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#1	Housekeeping	<i>New</i>	9:00 AM

**HOUSEKEEPING**

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

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

**Employer Proposal**

**COMMON THROUGHOUT THE COLLECTIVE AGREEMENT**

Throughout the Collective Agreement:

Change/Edit any reference of Rental Sales Agent ("RSA") to Customer Experience Representative ("CXR").

Change/Edit any reference of "Service Agent" to Automotive Detailer."

Eliminate current Letter of Understanding No. 8 (no longer applicable or necessary).

E&OE  
Signed off this 1<sup>st</sup> day of September 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#2	Article 8.05	<i>Amend</i>	

**ARTICLE 8: UNION REPRESENTATION**

**8.05 Union Access**


Authorized agents including Job Stewards of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes or other Union business provided, however, the Union representative first notifies and obtains prior approval from the Employer's representative in charge of the establishment and provided further, that such visitation shall not interfere with conduct of the Employer's business. Such prior approval shall not be unreasonably withheld.

E&OE  
Signed off this 1<sup>st</sup> day of September 20 22

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#3	Article 19.02	<i>Amend</i>	

**ARTICLE 19: DISPLACEMENT, LAYOFF AND RECALL**

19.02 Notice of Displacement or Layoff to Union

(a) Due to lack of work or being bumped the Employer will provide the Union and the employee with as much notice as possible but not less than a minimum of twenty one (21) ~~fourteen (14)~~ calendar days prior written notice when Regular Employees are to be displaced or laid off due to a lack of work. This notice will specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off.

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

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#5	Article 19.13	<i>Amend</i>	

**ARTICLE 19: DISPLACEMENT, LAYOFF AND RECALL**

19.13 Severance Pay

(a) Regular Employees

A Regular Employee whose employment is terminated in accordance with the provisions of this Article shall be entitled to severance pay in accordance with the following:

- (i) two (2) weeks' pay for each full year of service up to maximum of ~~thirty-two (32)~~ ~~forty (40)~~ thirty-four (34) weeks pay for permanent termination excluding resignation and discharge for just cause.
- (ii) Employees who have been laid off in accordance with this agreement are eligible for severance pay.

(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.

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

For the Union

  
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For the Employer

  
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(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#6	Article 19.14	<i>Amend</i>	

**ARTICLE 19: DISPLACEMENT, LAYOFF AND RECALL**

**19.14 Severance Pay Rate**

Severance pay shall be calculated at the Regular Employee's prevailing rate of pay, at the date of termination of employment. In the case of an employee that has bumped as a part of the lay-off process the prevailing rate of pay will be based on the position they held prior to bumping.

E&OE  
Signed off this 20<sup>th</sup> day of September 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#7	Article 20.03	<i>Amend</i>	

**ARTICLE 20: TECHNOLOGICAL CHANGE**


20.03

- (a) Employees affected by technological change shall be notified in writing at least ~~thirty (30)~~ sixty (60) calendar days in advance of the implementation of such technological change.
- (b) The Employer shall notify the Union ~~thirty (30)~~ sixty (60) calendar days before the introduction of any technological change.

E&OE

Signed off this 31<sup>st</sup> day of August 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#14	Article 25.01	<i>Amend</i>	

**ARTICLE 25: STATUTORY HOLIDAYS**

25.01 Paid Holidays

The Employer agrees to provide all Regular Employees with the following Statutory Holidays, without loss of pay:


New Years Day, Canada Day, Remembrance Day, Good Friday, B.C. Day, Christmas Day, Easter Monday Labour Day, Boxing Day, Victoria Day, Thanksgiving Day, Family Day, National Truth and Reconciliation Day and any other day that may be stated a gazetted public holiday by the Provincial and/or Federal Government or as passed by Order-in-Council.

E&OE  
Signed off this 31<sup>st</sup> day of August 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

# ENTERPRISE PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP#18	Article 29.03	<i>Amend</i>	

## ARTICLE 29: LEAVE OF ABSENCE

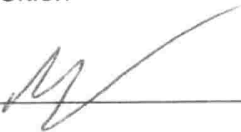
### 29.03 Parental Leave

~~An employee, on his or her written request for Parental Leave, is entitled to a leave of absence from work without pay for a period of thirty seven (37) consecutive weeks or a shorter period the employee requests in accordance with the Employment Standards Act of British Columbia. Requests for extensions for Parental Leave shall not be unreasonably denied.~~

Employees will be covered by the Pregnancy, Parental and Adoption Leave provisions of the BC Employment Standards Act, including any improvements to entitlements under the Act. (I.e., entitlements will not be reduced)

E&OE  
Signed off this 1<sup>st</sup> day of September 2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#21	Article 29.06	<i>New</i>	

**ARTICLE 29: LEAVE OF ABSENCE**

**29.06 Compassionate Care Leave**

~~The employer agrees to abide by the Compassionate Care leave provisions of the Employment Standards Act of British Columbia.~~

Employees will be covered by the Compassionate Care Leave provisions of the BC Employment Standards Act, including any improvements to entitlements under the Act. (I.e., entitlements will not be reduced)

E&OE  
Signed off this 1<sup>st</sup> day of September 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#23	Article 29.08	<i>New</i>	

**ARTICLE 29: LEAVE OF ABSENCE**

**29.08 Domestic or Sexual Violence Leave**

Employees will be covered by the Domestic or Sexual Violence Leave provisions of the BC Employment Standards Act, including any improvements to entitlements under the Act. (I.e., entitlements will not be reduced)

E&OE  
Signed off this 1<sup>ST</sup> day of September 20 22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

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

Union			
Number	Affected Article/MOU	Date:	Time:
UP#27	LOU #9	<i>Amend</i>	

The Union proposes that the parties agree to amend and move the LOU into the body of the Collective Agreement.

**LETTER OF UNDERSTANDING NO. 9**

**BETWEEN ENTERPRISE RENT-A-CAR CANADA COMPANY ("Employer") AND  
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378) ("Union")**

**RE: SHIFT SCHEDULING COMMITTEE**

With respect to the above-cited subject matter, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties mutually agree to establish a Shift Scheduling Committee ("Committee") comprised of employees in the bargaining unit selected by the Union, after consultation with the Employer. The number of such Committee members shall be determined from time to time by mutual agreement between the Parties. The purpose of the Committee shall be to develop shift scheduling recommendations covering all bargaining unit work, in respect of all prospective shift bids within the bargaining unit, based on
  - (a) meeting the business requirements of the Employer, as established by the Employer.
  - (b) upholding the principle that where full-time hours of work can be identified, it will be performed by Full-Time Regular Employees.
  - (c) meeting the desired goal of regularizing the shifts of Full-Time Regular and Part Time Regular Employees in terms of consistency of start and stop times during the shift schedule consistent with operational requirements; and
  - (d) developing shift schedules and/or recommending alternative measures which will minimize Employees working alone after 11 P.M.

E&OE  
Signed off this 31<sup>st</sup> day of August 2022

For the Union

For the Employer

- (2) The Committee must also comply with the provisions of Article 4, Article 22 and all other applicable provisions of the Collective Agreement. The Committee will accept input and assistance from appropriate representatives of the Employer in the development of shift scheduling recommendations.
- (3) The shift scheduling recommendations of the Committee, once developed in each case, shall be subject to final approval by the Employer. In the event that any shift scheduling recommendation of the Committee is not accepted by the Employer, either in whole or in part, the Committee shall be given the reason(s) for the rejection(s) by the Employer and provided with an opportunity to discuss and attempt to resolve any such differences with the Employer.
- (4) Shift scheduling arising out of this Letter of Understanding shall be subject to shift bidding in accordance with the applicable provisions of the Collective Agreement.
- (5) Bargaining unit employees who participate in the activities of the Committee shall be granted the necessary time off work by the Employer for such purpose and this time shall be deemed to be time worked to be paid for by the Employer.
- (6) This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (7) 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, ~~subject to the provisions of Paragraph (8) below.~~
- (8) This Letter of Understanding shall remain in full force and effect ~~for a minimum period of three (3) years,~~ commencing from the date on which the first meeting is held of the Committee as herein described. ~~At any time after this three (3) year period has expired, this Letter of Understanding may be terminated and rendered null and void by either the Employer or the Union giving the other Party at least thirty (30) calendar days prior written notice of such termination.~~

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E&OE

Signed off this 31<sup>st</sup> day of August 2022

For the Union

  
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For the Employer

  
\_\_\_\_\_



# PROTOCOL AGREEMENT

Between

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

and

**Enterprise Rent a Car Canada Company**  
*(the "Company")*

*(Collectively referred to as "the Parties")*

**Objective:** The parties will work towards securing a Collective Agreement which can be taken to their respective principals/membership with a strong recommendation for acceptance.

The following are the agreed to protocols that each Party will observe during collective bargaining:

1. Each Party is responsible for the taking and keeping of all their respective meeting minutes
2. This Protocol Agreement shall expire upon ratification of a Collective Agreement, with the exception of 3 below.
3. Any proposal tabled and later withdrawn in whole or in part by either Party will not be relied upon or used in any arbitration proceeding under the Collective Agreement. Except for documents related to the Signed Proposals, all bargaining notes, proposals, and counters to date are null, void and of no force and effect, and will not be relied upon or used by either party in any labour board or arbitration proceeding, though the Parties may make reference to them in future bargaining sessions for information purposes only.
4. Costs associated with lost wages, travel, and expenses for bargaining unit representatives, shall be borne by the Union.
5. Each Party is responsible for securing its own caucus venue and all costs associated with their own venue.
6. Location of meetings: Negotiations will be by virtual means, unless mutually agreed otherwise.

## **Exchange of Proposals:**

7. Once the parties have fully exchanged their proposals for a renewal of the Collective Agreement, it is agreed that no new proposals will be submitted by each party, provided that either party may make counterproposals which arise from the other either party's existing proposals. For clarity, with respect to items identified by either party as a package (i.e., monetary provisions) this provision shall not prohibit either party from a

counter proposal including an item in the package that was not initially identified for change in an effort to reach agreement.

8. It is agreed that each party reserves the right to withdraw or amend a proposal or any settlement proposal at any time prior to its acceptance by the other party.
9. A proposal will be deemed accepted if reduced to writing and initialled by both parties.
10. Both Parties shall have the right to caucus.

**Agreements:**

11. Agreements on proposals shall only be reached between both Parties' spokespersons.
12. The Parties agree to initial and sign proposals when agreements on individual items are reached during negotiations. Initials shall only be made by each Parties spokesperson.
13. Once agreement is reached on all proposals a tentative Memorandum of Agreement (MOA) will be reached. The tentative MOA will then be prepared by the Union for the review and approval of the Company.
14. It is mutually agreed that this MOA 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 MOA unless and until the Employer has ratified this MOA. The execution of this MOA by the Employer's authorized representatives shall serve as notification to the Union that the MOA has been "ratified" by the Employer.

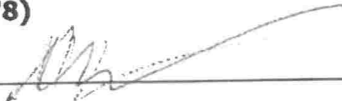
Signed this day of, 2022

**Enterprise Rent-A-Car**



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



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## Employer Proposal

### 26.02 Vacation

All employees shall be entitled to:

- (a) Ten (10) working days vacation after one (1) or more years of employment as of date of hire.
- (b) Fifteen (15) working days vacation after three (3) or more years of employment as of date of hire.
- (c) Twenty (20) working days vacation after eight (8) or more years of employment as of date of hire.
- (d) Twenty-five (25) working days vacation after sixteen (16) or more years of employment as of date of hire.
- (e) Thirty (30) working days after thirty (30) or more years of employment as of date of hire.**

### 26.08 Vacation Pay

Vacation pay will be at the current regular salary or at 4% or 6% or 8% or 10% or 12% of gross salary for the period in which vacation was earned for ten (10), fifteen (15), or twenty (20), ~~or~~ twenty-five (25), or thirty (30) working days vacation, whichever is greater

### 34.01 Medical Coverage and Extended Health Benefits

Current language

### 34.04 Dental Plan (UP#25)

The Dental Plan provides the employee and the employee dependents with financial assistance to pay the Dentist's bills.

Eligibility: Compulsory for full-time employees effective the first day of third month following the first day of work as a full-time employee.

[For details including deductibles, see Plan.]

The employer will pay 100% of the premium costs for this plan.

The dental plan shall include ~~dependent dependents (18 years and under)~~

Orthodontic Plan coverage up to ~~\$1500~~ \$1700 lifetime maximum (18 years and under only). ~~This change will be effective January 1, 2017.~~

Effective October 1, 2004

Level II to include Crowns and Bridges. Waiting period of twelve (12) months from entry to the plan.

Level I and Level II coverage to increase from a maximum of ~~\$1000.00~~ **\$1500.00** per calendar year to a maximum ~~\$1500.00~~ **\$1700.00** per calendar year.

#### 34.05 Vision Care

Vision care is included in Article 34.01 - medical coverage. Effective **January 1, 2023** 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 to a maximum of \$350.00 during any two (2) consecutive calendar years.~~ **Effective January 1, 2023, eye exams will be covered to a maximum of \$100 during any two (2) consecutive calendar years.** The Employer shall pay 100% of the full premiums for the Plan.

24.11 Overtime Meal Provisions                      Current language

#### **My Celebration. My Time.**

Effective January 1, 2023, any regular full-time or part-time employee who has completed his/her probationary period, will receive one (1) paid floating holiday for a day that is meaningful to them (My Celebration/My Time). The day may be taken in half-day or a full day increment. The My Celebration/My Time floating holiday will not be paid unless taken and but cannot be rolled over into a subsequent calendar year. Utilization of the My Celebration/My Time floating holiday is subject to the employee providing a minimum of two (2) weeks' notice and receiving approval of the requested day. Approval will not be unreasonably denied. Unless required by law, an unused My Celebration/My Time is not subject to payout in the event an employee leaves employment of the Employer without having taken the day.

#### **Appendix A**

3-year term

4 %	August 1,2022
3 %	August 1,2023
3 %	August 1,2024

1. Amend the current LPA job description to add the following function to the Miscellaneous portion of that job description:
  - The safe & efficient movement of vehicles to and from various Airport Locations (QTA, Return Lane, and Service Centre) to the Enterprise "Ready Line" only.
  - The hiring and scheduling of LPA's will not be done to avoid hiring and scheduling of Shuttlers.
2. Given the additional function to the Miscellaneous portion of the LPA job description, the Employer can justify increasing the percentage of LPA hourly wage rate to RSA hourly wage rate (the current rate in years 3 & 4 of the CA is approx. 73-74%) to 90%.
3. With respect to the existing LOU #19, the Employer would, as opposed to its September 21, 2022 percentage proposal of 90%, decrease the CSA to RSA percentage to 40%

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E&OE  
Signed off this 20<sup>th</sup> day of December 2022

For the Union

  
\_\_\_\_\_  
Ward Edgar, Union Representative

For the Employer

  
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Jamil R. Bay