

MEMORANDUM OF AGREEMENT

BETWEEN:

BEACH PLACE VENTURE'S (Blacktop) LTD.
(the "Company")

AND:

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

WHEREAS:

- A. The Parties are bound to a collective agreement effective from July 1, 2011 through June 30, 2015, (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.
- C. The Parties have reached the following agreement.

THEREFORE:

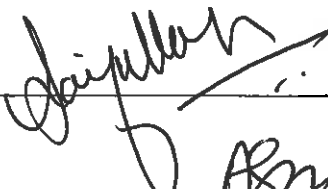
- 1. Subject to ratification the Collective Agreement, including all letters of agreement, is hereby renewed for a term of five (5) years, from July 1, 2015 to June 30, 2020, with the amendments and the wage increases set out in the attached Appendix "A".
- 2. The Union will seek and strongly recommend ratification by its members in the bargaining unit of this Memorandum of Agreement.
- 3. The Company will seek and strongly recommend ratification of this Memorandum of Agreement by its Board of Directors.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from the date of ratification unless specifically stated otherwise.
- 5. 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 the Collective Agreement that was to expire on June 30, 2015. Any amendment to this Memorandum of Agreement must be confirmed in writing by both parties.
- 6. All items not addressed herein will be considered withdrawn.

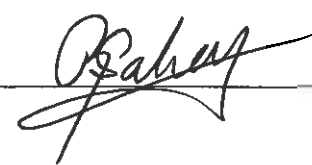


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7. Following ratification of this Memorandum of Agreement, the Parties agree to exchange draft copies of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of ratification. The Parties agree that the objective will be to have the finalized Collective Agreement within sixty (60) calendar days of the date of ratification.


EXECUTED this 25th day of May 2015.


For Blacktop Cabs:





For COPE, Local 378:





APPENDIX A

1. TERM

The term of the collective agreement will be five (5) years commencing July 1, 2015 and ending June 30, 2020.

2. WAGE INCREASE

The following wage increases will apply to all classifications:

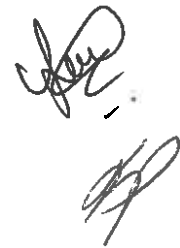
1. Effective July 1, 2015 , a general increase to salary rates of 1%
2. Effective July 1, 2016, a general increase to salary rates of 1.5%
3. Effective July 1, 2017, a general increase to salary rates of 1.5%
4. Effective July 1, 2018, a general increase to salary rates of 2%
5. Effective July 1, 2019, a general increase to salary rates of 2%

3. Appendix "A"

Trainee rate shall apply to all employees hired after June 30, 2015 current employees shall continue to receive their current rate of pay.

4. Items Signed Off

As attached

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**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Employer-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:

10.06 Extended Health Benefit Plan

The Company agrees to provide an E.H.B. Plan as outlined below:

1. The Plan shall include benefits as follows:

- [a] twenty-five dollars [\$25.00] deductible annually for eligible expenses incurred.
- [b] eighty percent [80%] co-insurance for eligible expenses after the deductible has been satisfied.
- [c] no maximum limit per person covered.

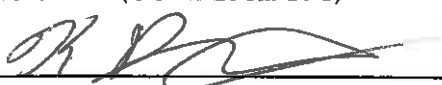
2. Extended health benefits will be extended to all employees at a shared premium cost of fifty percent [50%] / fifty percent [50%] – Employer/employee.

3. Claims for eyeglass, frames and/or contact lenses up to four-hundred dollars [\$400.00] per person for employees, covered per each thirty-six [36] month period, shall be reimbursed by the Employer. Dependent family members shall be covered up to one hundred dollars (\$100.00) per person, covered per each thirty-six [36] month period, shall be reimbursed by the Employer.

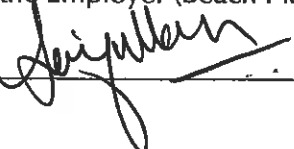
E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Employer-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:

5.04 Casual Employees


[a] A casual employee is one hired for vacation relief, unusual peak workloads or emergencies. Such employees shall be paid not less than the hourly rate as established in the "A" appendices of this Agreement.

~~[b] Casual Employee Overtime~~

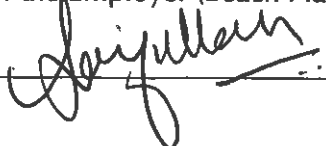
~~To be used only by the Company for emergency purposes when other employees are not available for regular or overtime shift. Such casual employees shall receive the start rate of pay for each hour worked and shall receive the full hourly rate of pay for the job performed after completing 160 hours of work.~~

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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- PROPOSALS 2015**

Employer-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:

JOB CLASSIFICATIONS and HOURLY WAGE RATES

	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014
	1%	1%	1.5%	2%
Voice Channel Operator [VCO]	\$21.54	\$21.76	\$22.09	\$22.53
Voice Channel Temporary [VCT]	\$19.14	\$19.33	\$19.62	\$20.01
Calltaker 1 [CT1] [after 75 shifts]	\$17.62	\$17.80	\$18.07	\$18.43
<u>All Trainees</u> [3 shifts only fewer than 600 hrs]	\$15.15	\$15.30	\$15.53	\$15.84

- employees engaged in training other staff will receive \$1.00 per hour.

<u>All Trainees Trainee rate</u> [3 shifts only fewer than <u>for first</u> 600 hrs]	\$15.15 ⁰⁰	\$15.30	\$15.53	\$15.84
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E&OE

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For the Employer (Beach Place Ventures)



**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 36	20.01	EXPEDITED GRIEVANCE PROCEDURE <i>Amend 20.01</i>	

20.01

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, the parties agree to Mr. Ron Keras for this purpose or if unavailable another arbitrator agreed to by the Parties, Shall at the request of either Party:

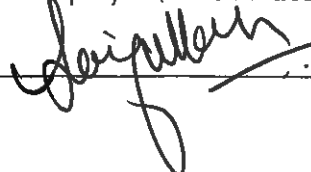
- [a] investigate the difference,
- [b] define the issue in the difference; and
- [c] make written recommendations to resolve the difference within ten [10] days of the date of receipt of the request; and, for those ten [10] days from that date, time does not run in respect of the Grievance Procedure.

E&OE
Signed off this 25th day of May 2015

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 18	10.01	SICK LEAVE, WELFARE PLANS AND PENSION PLAN <i>Amend 10.01</i>	

10.01 Sick Leave

1. The Company will allow one [1] working day per month sick leave with full pay with a maximum credit of twelve [12] days per year. Such sick leave may be accumulated from month-to-month and year-to-year up to a maximum of thirty [30] actual working days. Employees, upon request by the Company, will be required to supply a doctor's certificate, providing:

- i) this is not within the first five [5] leaves of the year, or;
- ii) the illness extends beyond one [1] day's duration;

2. An employee upon termination of employment unless for just cause shall be paid his/her accumulated [unused] sick leave at the employee's current rate of pay to a maximum of fifteen [15] days.

[Handwritten initials]

3. ~~1.~~ If there is a charge, user-fee or other cost that is beyond the coverage of the Medical Services Plan for the required Doctor's Certificate, the Employer shall reimburse the employee thirty dollars [\$30.00] towards the such charge, user-fee or other cost that is not covered.

[Handwritten initials]

4. ~~2.~~ A part-time employee's sick leave will be pro-rated based on the percentage of full time hours worked. ie: an employee that works 70% of full time hours shall receive 70% sick leave that would equal 7 days in a 10 month period

E&OE
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 15	9.02	LEAVES OF ABSENCE <i>Amend 9.02</i>	

9.02 Compassionate Leave

In the case of death in the immediate family, i.e. spouse, common-law spouse, same sex spouse, sons, daughters, father, mother, father-in-law, mother-in-law, grandparents, sisters or brothers, a regular employee shall be granted three [3] working days leave of absence with full pay. An additional two [2] working days leave of absence with full pay shall be granted for travelling purposes when regular employees must travel out of ~~country~~ the Lower Mainland in the case of a death in the immediate family. Such leaves of absence will not be charged against sick leave, holiday entitlement or other accrued time off. Proof of travel must be provided to the Employer.

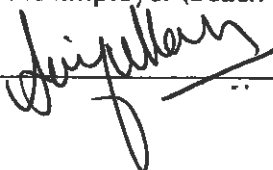
Part time employees shall be entitled to one (1) day compassionate leave in accordance with the above provision.

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 01	2.04	UNION SECURITY AND RECOGNITION Amend 2.04	

2.04

~~Upon written authorization from the employee,~~ Dues authorization forms will be signed at time of hiring. The Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee, and to transmit the monies so collected to the Secretary-Treasurer of the Union, once monthly, together with a list of employees from whom such deductions have been made.

E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)

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- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 02	4.02	THE RIGHTS OF THE EMPLOYER <i>Amend Article Title and 4.02</i>	

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER AND EMPLOYEES

4.01

The Union recognizes the rights of the Company to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 19, 20 and 21.

4.02 The Employer recognizes the employees' right to Union representation and will advise the employee of such rights prior to the commencement of any meeting.

E&OE

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For the Employer (Beach Place Ventures)



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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 03	5.01	DEFINITION OF EMPLOYEES <i>Amend 5.01</i>	

5.01 Probationary Period

All newly-hired employees, ~~except casual employees,~~ will be considered probationary for the first six hundred [600] hours of employment. ~~After six hundred [600] hours of employment, an employee will become regular. Casual employees transferred to or attaining regular status, will not be required to serve a probationary period, provided they have completed at least six hundred [600] hours of employment.~~ All new hires who work within the bargaining unit will be introduced to a Job Steward by the General Manager.

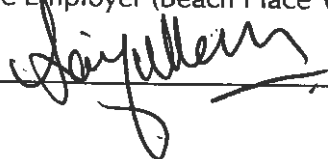
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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 04	5.02	DEFINITION OF EMPLOYEES <i>Amend 5.02</i>	

5.02 Regular Employees

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit, as defined in Article 2.01, of this Agreement. ~~and who has completed the probationary period as defined in Article 5.01.~~

E&OE
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 05	6.01	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM <i>Delete 6.01</i>	

6.01

~~Each division of the Company has its own Article 1 in its respective Appendix.~~

E&OE
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 06	6.03	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM <i>Amend 6.03</i>	

6.03

Lunch breaks are outlined in ~~the respective Appendices~~ Appendix A

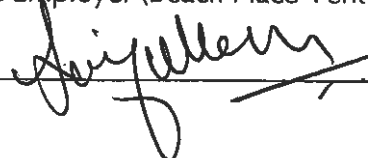
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- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 07	6.04	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM Amend 6.04	

6.04

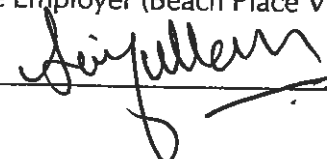
Coffee breaks are outlined in ~~the respective Appendices~~ Appendix A

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 08	6.06	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM Amend 6.06	

6.06

All time worked by a full-time regular employee on his/her regular days off shall be considered as overtime, and shall be paid at the rate of one hundred and fifty percent [150%] of the employee's regular hourly rate for the first four [4] hours, and two hundred percent [200%] of the employee's regular hourly rate for each hour worked thereafter.

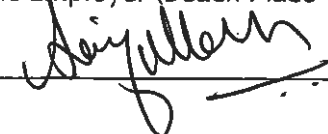
Notwithstanding the provisions of Section 6.05 above, all time worked by part-time employees in excess of forty [40] hours in a week or over eight (8) hours in a single day shall be considered as overtime, and shall be paid at the rate of one hundred and fifty percent [150%] of the employee's hourly rate for the first four [4] hours, and two hundred percent [200%] of the employee's regular hourly rate for each hour worked thereafter.

E&OE
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For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)







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- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 09	6.07	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM Amend 6.07	

6.07

An employee requested to work overtime beyond the regular work day shall be allowed a one-half [1/2] hour meal period at the regular ~~pre-rated~~ hourly rate of pay, provided such overtime is in excess of four [4] hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

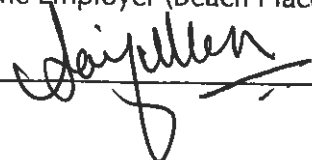
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For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 10	6.12	HOURS OF WORK, OVERTIME AND SHIFT PREMIUM Amend 6.12	

6.12 Shift & Overtime Allocation

Additional shifts or hours, when required, will be allocated on the following basis:

Any hours available will be referred to regular part-time employees in order of their seniority to a maximum of five [5] shifts per week, and any remaining shifts or hours will be referred to casual employees to a maximum of five [5] shifts per week. In the event that overtime is to be allocated which is in addition to the above, the overtime hours will be offered first to full-time employees at a premium rate. Such overtime will be offered in order of seniority to a maximum of one [1] overtime shift per week unless there is no other employee available to cover such overtime.

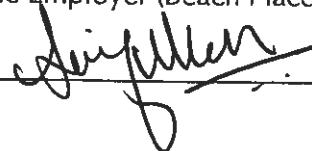
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For the Employer (Beach Place Ventures)





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- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 11	7.02	STATUTORY HOLIDAYS Amend 7.02	

7.02

- [a] Work performed by a ~~full-time~~ an employee on the above Statutory Holidays will be paid for at the rate of one hundred and fifty percent [150%] of the employee's regular rate of pay, in addition to another day off with pay for that day. Any employee who qualified for statutory holiday pay at the rate of one hundred and fifty percent [150%] of the employees' regular pay and an additional day off may, at the employee's option ~~and if mutually agreed by management~~, instead elect to receive two hundred and fifty percent [250%] of the employee's regular rate of pay for such statutory holiday. The choice of a specific day off or the monetary option must be designated with seven [7] days prior to or seven [7] days following the statutory holiday.
- [b] All time worked by a full-time employee on a day granted in lieu of the Statutory Holiday, as provided in Article 7.01 above, shall be considered overtime and paid at one hundred and fifty percent [150%] of the employee's pro-rated hourly rate.
- [c] Should one of the Statutory Holidays designated in the foregoing Article 7.01 fall on a part-time regular or casual employee's scheduled day[s] off, that employee shall receive Statutory Holiday pay in accordance with the following:
 - i] for an employee who does not have a regular full-time schedule of hours and who has worked at least fifteen [15] of the last thirty [30] days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty [30] day period by the number of days worked;
 - ii] for an employee who has worked fewer than fifteen [15] of the last thirty [30] days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty [30] day period by fifteen [15].
- [d] Should a Part-time regular or Casual Dispatch employee be required to work on a Statutory Holiday as per Article 7.01 above, And does not qualify for an additional day off as described in 7.02 (i) the rate of pay shall be one hundred seventy-five percent [175%] of the employee's regular rate of pay, and if the employee qualifies as per Article 7.02[c] above, they shall also receive another day off with pay.

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



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- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 12	8.04	ANNUAL VACATIONS Amend 8.04	

8.04

All office employees shall be entitled to twenty-five [25] working days paid vacation after twelve [12] years' service and in each year thereafter; ~~Calltakers and dispatch employees shall be entitled to twenty five [25] working days paid vacation after twelve [12] years of service and in each year thereafter.~~ Pay for such vacation shall be at the employee's current salary or ten percent [10%] of gross earnings for the period in which vacation was earned, whichever is greater.

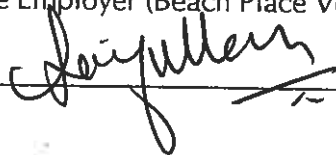
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Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 13	8.05	ANNUAL VACATIONS Amend 8.05	

8.05

All office employees shall be entitled to thirty [30] working days paid vacation after seventeen [17] years' service and in each year thereafter; ~~Calltakers and dispatch employees shall be entitled to thirty [30] working days paid vacation after seventeen [17] years of service and in each year thereafter.~~ Pay for such vacation shall be at the employee's current salary or twelve percent [12%] of gross earnings for the period in which vacation was earned, whichever is greater.

E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 14	8.09	ANNUAL VACATIONS <i>Amend 8.09</i>	

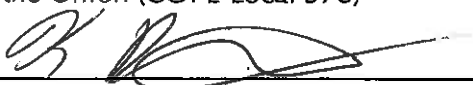
8.09

The Employer shall pay the employee the annual vacation pay to which he/she is entitled on their regular pay day ~~the later of the previous scheduled pay day or seven [7] days prior to the employees vacation.~~ Vacations must be taken not later than one [1] year after the entitlement is earned. Should the employee fail to select, prior to June 30 of the vacation year, ~~a vacation period of periods amounting to at least two [2] weeks if so entitled, of vacation,~~ the Employer may assign the employee to a period of two [2] weeks of vacation time.

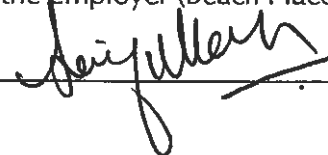
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 17	9.05	LEAVES OF ABSENCE Amend 9.05	

9.05 Maternity Leave and Parental Leave

Leave of absence ~~in case of pregnancy~~ shall be granted in accordance with the "Employment Standards Act, 1995." Such leave will not affect sick leave entitlement or seniority.

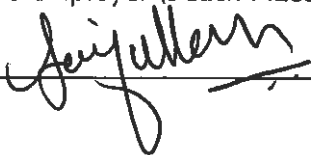
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Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 19	10.04	SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend 10.04	

10.04 Group Life Insurance Plan

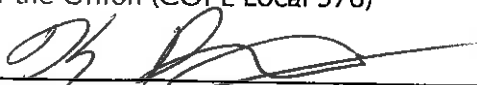
The Company agrees to provide a Group Life Insurance Plan as outlined below:

1. Benefits shall be in the sum of twenty thousand dollars [\$20,000.] for all employees, covering death from any cause and including similar additional benefits for ~~accidental death~~ and dismemberment.
2. Premium costs shall be paid by the Company.

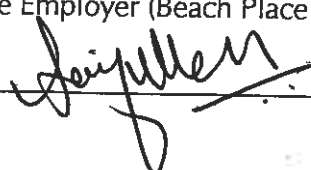
E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 20	10.05	SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend 10.05	

10.05 Dental Plan

The Company agrees to provide the COPE Local 45 378 Prepaid 4500 series Dental Plan as outlined below:

1. The Plan shall include benefits as follows:
 - [a] eighty percent [80%] reimbursement under Part "A" [diagnostic, preventive, restorative services].
 - [b] fifty percent [50%] reimbursement under Part "B" [crowns, bridges, dentures].
 - [c] Financial limit of \$3,000 per year.

2. Effective January 1, 2005 dental coverage will be extended to all employees at a shared premium cost of seventy-five percent [75%] / twenty-five percent [25%] — Employer / employee.

E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 22	11.01	WAGES AND JOB CLASSIFICATIONS <i>Amend 11.01</i>	

11.01

- [a] Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay, as set forth in the "A" appendices attached hereto and made part of this Agreement.
- [b] ~~This Agreement provides that the Employer, in co-operation with the Union, within six [6] months of signing of this contract.~~
- [c] Job Descriptions will include all of the duties required for all positions within the bargaining unit within three [3] months ~~of signing of this Agreement.~~

Handwritten initials/signatures

E&OE
Signed off this 25th day of May 2015

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)

[Handwritten Signature]

[Handwritten Signature]



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 23	12.02	JOB POSTING, PROMOTIONS AND TRANSFERS Amend 12.02	

12.02 Job Vacancies

Notice of all job vacancies of more than five (5) days duration, within seven [7] calendar days of vacancy occurring, shall be posted on the office bulletin board for ~~seventy-two [72] hours~~ five (5) days and will include job title, job group and description of the job duties, qualifications, and rate of pay. Those employees who make application during this ~~seventy-two [72] hour~~ five (5) day period will be considered for the job on the basis of ability and qualifications, both of which are to be determined by objective testing, then seniority except however, employees on vacation or leave during such period of job postings, shall be eligible to apply for such positions within the three [3] day period after their return-to-work. A copy of all job postings will be sent to the Union office.

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 26	14.03	SENIORITY Amend 14.03	

14.03 Regular Part-Time Employees

Regular part-time employees shall accrue seniority on the basis of hours worked. Such seniority records shall be kept on a separate part-time seniority list ~~which shall be subordinate to the regular seniority list.~~ Any part-time employee with the seniority and ability can take a regular job if it should become vacant. ~~The probation for regular employees shall apply.~~

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 27	14.04	SENIORITY Amend 14.04	

14.04

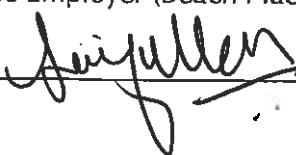
Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the bargaining unit for purposes of seniority credit. Except as provided in the Unions seniority reinstatement policy.

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 28	14.07	SENIORITY Amend 14.07	

14.07

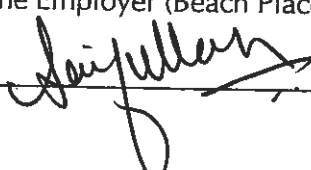
For the purpose of promotion when (2) or more casuals are competing for the same position. The employer will base their seniority on total accrued hours. ~~Notwithstanding the above, for purposes only of promotions, casual employees shall accrue seniority on the hours worked in accumulation. If more than one [1] casual, or probationary casual is successful in bidding for a regular position during the same competition, their respective seniority shall remain in the order that they bid as opposed to the first regular shift worked.~~

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 29	15.01	DISCHARGE AND TERMINATION <i>Amend Article title and 15.01</i>	

ARTICLE 15 — DISCHARGE AND TERMINATION AND DISCIPLINE

15.01

It is hereby agreed that the Company has the right to discharge an employee for ~~sufficient and reasonable cause. The Company agrees to advise the Union in writing of any such discharge and the reasons therefore at time of such action.~~ just and reasonable cause. Prior to an employee being terminated the Company will call a meeting with the employee and a Job Steward to discuss the issue that has raised cause for such termination.

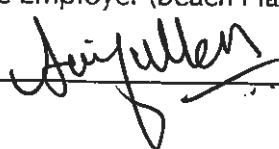
The Company agrees to provide the employee the reasons for his/her termination in writing at the time of the meeting. A copy of the termination letter will be sent to the Union Office.

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 30	15.05 New	DISCHARGE AND TERMINATION New15.05	

15.05 Disciplinary Letters

All Disciplinary Letters will be expunged after twenty-four [24] months without further related incident.

E&OE
Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 31	15.06 New	DISCHARGE AND TERMINATION New15.06	

15.06 Personnel Files

Any employee will be given the opportunity on seven (7) days notice to the Employer to review and receive a copy of their personnel file.

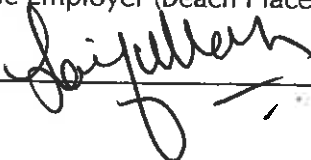
E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 32	17.03	GENERAL Amend 17.03	

17.03 Bargaining Unit Work

Except as specifically provided in this Agreement, no work which is normally, ~~properly~~ or customarily performed by members of the bargaining unit ~~to date~~, shall be contracted out, sub-contracted or performed by other than COPE Local 378 members in the bargaining unit. ~~while this contract remains in full force and effect.~~

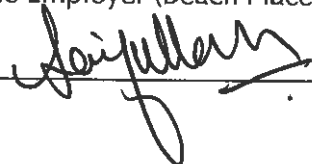
E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015**

Union U-item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 33	17.08	GENERAL Amend 17.08	

17.08 Health & Safety

~~The Company agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first aid facilities as required by applicable Federal and Provincial Statute. The Company further agrees to provide a healthful work environment for all employees and proper protection for pregnant female employees where V.D.T.'s or similar technology is on the Company's premises.~~

Pursuant to Division 4 of the Workers Compensation Act there shall be established at the workplace a Joint Health and Safety Committee comprising of two (2) appointees by the Company and two employees appointed by the Union. Employee representatives shall be on leave of absence without loss of pay for time spent on this committee. The scope of this Committee as established under the terms of Division 4 of the Workers Compensation Act may be extended as required to enable the Committee to make recommendations to management relating to improved working conditions.

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 34	17.11	GENERAL Delete 17.11	

17.11 Safety Committee

~~There shall be established a Health, Safety and Fire Committee, made up of two [2] persons from management and two [2] persons from the bargaining unit.~~

~~This committee shall meet as required by the Occupational Health & Safety Act.~~

E&OE

Signed off this 25th day of May 2015.

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 35	17.13	GENERAL Delete 17.13 and move to Article 15	

17.13 Disciplinary Letters

~~All Disciplinary Letters will be expunged after twenty four [24] months without further incident. Any employee will be given the opportunity on seven [7] days notice to the Employer to review and copy their personnel file. Move to art 15~~

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 37	23.01	DURATION Amend 23.01	

23.01

[a] This Agreement shall be in full force and effect on and after the **1st day of July 2011**2015, to and including the **30th day of June 20XX**. After the expiry date of the Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement. ~~and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either Party serves written notice upon the other Party hereto of intention to open the Agreement for negotiation and revision or renewal, at least sixty [60] days prior to the 30th of June 2015, or sixty [60] days prior to the 30th day of June in any year subsequent thereto.~~

If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

[b] The Union and the Company shall commence negotiating in good faith no later than ninety [90] days prior to the expiration of the current Collective Agreement to ensure that the terms and conditions for a new Collective Agreement may be obtained and the Agreement executed in a timely fashion.

[c] Where such notice is given, the provisions of this Agreement shall continue in full force and effect UNTIL a new Agreement is signed and executed.

E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 38	23.02	DURATION Amend 23.02	

23.02

It is mutually agreed by the Parties to exclude from this Agreement, the operation of Section 50[2] of the Labour Relations Code.

~~"[2] Subject to subsection four [4], if a Collective Agreement is for a term of more than one [1] year, either party may at any time after the agreement has been in operation for eight [8] months, apply to the minister for leave to notify the other party that the Agreement will be terminated on its next anniversary date."~~

E&OE

Signed off this 25th day of May 2015

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



COPE LOCAL 378 / BEACH PLACE VENTURES (BLACK TOP)
- PROPOSALS 2015

Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: May 25, 2015	Time:
U 40	LOU #4	TRANSFER FROM CASUAL TO PART TIME REGULAR Delete	

~~LETTER OF UNDERSTANDING #4~~

~~BETWEEN: BEACH PLACE VENTURES LIMITED~~

~~AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378~~

~~RE: Transfer from Casual to Part Time Regular~~

~~The Union proposes to discuss and negotiate a process that determines the proper transfer of attainment of Casual employees to Part Time Regular status within the provisions of the Collective Agreement. When a Casual employee attains the appropriate number of hours worked on a regular basis they will be transferred to Part Time Regular status automatically as per the provisions of the Collective Agreement. All hours worked by all Casual employees will be provided by the Company to the Union office on an annual basis.~~

~~The parties agree that the General Manager and the Job Steward will meet to discuss a process regarding proper transfer or attainment of Casuals to Part Time Regular status upon ratification of the Collective Agreement. Such process will be put in writing to be signed by the Company and the Union.~~

SIGNED ON BEHALF OF THE COMPANY

Party of the First Part;

Saif Ullah, General Manager

SIGNED ON BEHALF OF THE UNION

Party of the Second Part;

Barry Hodson, Union Representative

E&OE

Signed off this 25th day of May 20 15

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)