

COLLECTIVE AGREEMENT

April 1, 2014- March 31, 2019

BETWEEN

ROYAL CITY TAXI LTD.

AND

**UNITED STEELWORKERS,
LOCAL 2009**

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2010-2014

COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 1st day of April, 2012

BETWEEN: **ROYAL CITY TAXI LTD.**
(hereinafter referred to as the "Company")

AND: **UNITED STEELWORKERS, LOCAL 2009**
(hereinafter referred to as the "Union")

ARTICLE 1 – PURPOSE

Section 1:

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

Section 2:

Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age sex or marital status.

ARTICLE 2 – UNION SECURITY AND RECOGNITION

Section 1:

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Industrial Relations Act of British Columbia and shall be binding on the Company and the Union and their respective successors and assigns.

Section 2:

All employees, presently members of the bargaining unit, shall as a condition of employment, become members of the Union.

Section 3:

The Company further agrees that all new employees hired subsequent to the effective date of certification shall, as a condition of employment within thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 4:

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

Section 5:

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

Section 6:

No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-laws of the following Local Unions: Nos. 1-71, 1-80, 1-85, 2171, 1-363, 2009. Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 7:

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

**UNITED STEEL WORKER LOCAL 2009
CHECK-OFF AUTHORIZATION**

Starting Date _____, 20____

Name of employer

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name of employee

Address

Postal Code

Phone (please print)

Social Insurance Number

If applicable, in what USW operation were you last employed?

UNITED STEELWORKERS
AFL - CIO - CLC

Local Union No. _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signature of Applicant-Employee

Dated

This assignment in the case of employees already members of the Union shall be effective immediately and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the plant committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the

execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

ARTICLE 3 – UNION REPRESENTATION

Section 1:

The Company shall recognize the Representative(s) selected by the Union for purpose of collective bargaining, agreement administration and general union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

Section 2:

The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement of its administration. The Union will obtain authorization from the Company as to an appropriate time for such contact before meeting the employees.

Section 3: Office Stewards

The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Office Steward(s).

Section 4:

The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate area Supervisor for such purposes and such permission will not be unreasonably denied.

Section 5:

The Company shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

Section 1:

The Union recognizes the rights of the Company or its representative 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 18 and 19.

ARTICLE 5 – DEFINITION OF EMPLOYEES

Section 1: Probationary Period

All new employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Company's employ, provided, however, that the probationary period of thirty (30) working days shall only be cumulative within the three (3) calendar months following the date of entering employment.

Section 2:

It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.

Section 3:

It is further agreed that in the application of Section 2 above, probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employees cannot be readily contacted or where the employee has already worked one shift in twenty-four-hour period.

Section 4: 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, Section 1 of this Agreement and who has completed the probationary period as defined in Section 1.

Section 5: Regular Part-Time Employees

A regular part-time employee is any person hired to work regular hours or days on a continuing basis but less than the normal working hours in a month and whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement.

Section 6: Casual Employees

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

Section 7: Office Supervisor

The Company or its representative shall make known to the employees their duties and for whom they shall receive instructions as to the policies and procedures of the establishments.

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Section 1:

Each regular full-time and regular part-time employee will have an established shift falling within the hours set out herein:

CSA and Dispatchers

- (i) The regular work day shall consist of eight (8) consecutive hours, including paid lunch period. Hours of work for such shifts as required shall be as follows:

<u>Commence Between</u>		<u>Finish Between</u>
Day Shift	6:00 am – 8:00 am	2:00 pm – 4:00 pm
Afternoon Shift	2:00 pm – 4:00 pm	10:00 pm – 12:00 am
Graveyard Shift	10:00 pm – 12:00 am	6:00 am – 8:00 am

- (ii) **Part-time Regular Employees:**
The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods, (Saturday, Sunday and/or Monday). Hours of work (i.e. shifts) shall be the same as for Regular Employees.
- (iii) The Company shall assign at least one (1) Dispatcher and one (1) CSA (Telephone) Operator to each shift as specified. The Union agrees to discuss an adjustment to this clause in the event that Richmond Cabs should leave or separate.
- (iv) Only in emergency situations where a Telephone Operator or Dispatcher is called upon to perform duties of the other (in addition to his or her own) for periods in excess one-half (1/2) hour's duration that employee shall receive time and one-half for first the three (3) hours and double time thereafter for all time so spent subject to the above.

Section 2:

The Company shall post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 1st and July 1st of each year. Any variance in regular shifts shall be established by mutual agreement between the Company and the Union prior to implementation, where such variance is one (1) hour or more from the present shifts as listed in Section 1 above.

Section 3:

A lunch period of thirty (30) minutes will be provided and taken within the two (2) hours in the middle of the regular working day. Where the Company's work schedule for Telephone Operators and Dispatchers prohibits a lunch period, the affected employee(s) who work eight (8) consecutive hours without a lunch period shall be paid for eight and one-half (8 ½) hours per day at each employee's current pro-rated hourly rate, in lieu of a thirty (30) minute lunch period.

Section 4:

Each employee shall be allowed to have coffee at his/her desk during the employee's shift, without loss of pay, in lieu of relief periods. The Company further agrees to provide a refreshment service for the employees (refrigeration).

Section 5:

All time worked before or after the regularly established working day shall be paid for at the rate of one hundred and fifty percent (150%) for the first three (3) hours, and two hundred per cent (200%) for each hour thereafter.

Section 6:

An employee requested to work overtime beyond the regular work day shall be allowed one (1) fifteen (15) minute work break and one-half (1/2) hour meal period at the regular pro-rated hourly rate of pay, where such overtime is three (3) hours or more. The meal period may be taken before, during or after the overtime work, or as may be mutually agreed. Employees affected will not take this meal break during peak hours, (e.g. 4-6 pm) If no relief is available, the Company will pay one-half (1/2) hour at the appropriate overtime rates in lieu of the break.

Section 7:

An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of three (3) hours or for time worked, whichever is greater.

Section 8:

- (a) Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the casual and part-time employees cannot decline to work overtime.
- (b) The Company shall maintain a call list of trained people, this list to be maintained at a minimum of two (2) people.
- (c) When a regular full-time employee is forced to work overtime, because there are no casual or part-time employees available, the rate of pay shall be double straight-time rates of pay.
- (d) To be reviewed after six (6) months from date of signing this agreement.

Section 9:

Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Manager or Company representative. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

Section 10:

Shift premiums will be paid for all hours worked on the afternoon shift and graveyard shift, including part-time regular shifts, at a rate of twenty-five (25) cents per hour on afternoon shift and twenty-five (25) cents per hour on graveyard shift. This Section to be in effect only when there is a swing or rotation of shifts.

ARTICLE 7 – STATUTORY HOLIDAYS

Section 1:

- (a) The Company agrees to provide all full-time employees with the following statutory holidays, with pay:

New Year's Day, Good Friday, Labour Day, Victoria Day, Thanksgiving Day, Remembrance Day, Dominion Day, Christmas Day, Boxing Day, B.C. Day, as of 2013, Family Day and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Company further agrees that should one of the above statutory holidays fall on a regular scheduled day or days off, the employee shall receive an additional day or days off, with pay, to be taken at a time mutually agreed to between the Company and the employee. If the employee and the Manager or Company representative are unable to agree on the date, the decision shall be the Company's, provided the date selected is in conjunction with the employee's regular days off and is taken within the thirty (30) day period immediately following the statutory holiday.

- (b) In addition to the holidays listed in (a), the company agrees to provide all full-time employees with additional Statutory or legal holiday so proclaimed by the Federal or Provincial Government, such holiday to be implemented immediately.

Section 2:

- (a) Work performed by any employee on Christmas Day will be paid for at the rate of two hundred per cent (200%) of the employee's regular rate of pay.
- (b) All time worked by any employee on a day granted in lieu of the statutory holiday, as provided in Section 1 above, shall be considered overtime and paid rate and one-half for the first four (4) hours and double time for all hours in excess of four (4).
- (c) Should one of the statutory holidays designated in the foregoing Section 1 fall on a part-time regular employee's scheduled day(s) off, that employee shall receive a full day's pay for the statutory holiday provided he/she has worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday.

Section 3:

In the event any of the holidays enumerated in the foregoing Section 1 occurs during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 ANNUAL VACATIONS

All employees shall be entitled to a paid vacation as per the B.C. Employment Standards Act.

Section 1:

Each employee who completes one (1) year's service shall receive a paid vacation of ten (10) working days. Payment for such vacation shall be at current salary for four per cent (4%) of gross earning for the period in which vacation was earned, whichever is greater.

Section 2:

All employees shall be entitled to fifteen (15) days' paid vacation after two (2) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

Section 3:

All employees shall be entitled to twenty (20) working days' paid vacation after seven (7) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight per cent (8%) whichever is greater.

Section 4:

All employees shall be entitled to twenty-five (25) working days' paid vacation after fifteen (15) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten per cent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

Section 5:

All employees shall be entitled to thirty (30) working days' paid vacation after twenty (20) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve per cent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

Section 6:

Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one (1) week, two (2) weeks, three (3) weeks, etc.

Section 7:

Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

Section 8:

The Company will make every effort to fix vacation schedules by May 1st, of each year, giving consideration to the work schedule of the Company and the request of the employee. Employees must give a minimum of fourteen (14) days' notice when applying for vacations.

Section 9:

Regular part-time employees will receive vacation pay only at the appropriate percentage rate (under this Agreement).

Section 10:

All earned vacation pay is to be paid on June 1st annually.

ARTICLE 9 – LEAVES OF ABSENCE

Section 1: Union Business

Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Company's work requirements will allow for such leave. The Union will request such leave by giving the Manager or Company representative, in writing, as much notice as possible.

Section 2: Bereavement Leave

In the case of death in the immediate family; (i.e. employee's spouse, sons, daughters, father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law) a full-time employee, upon completion of thirty (30) days of continuous employment, shall be granted three (3) consecutive working days' leave of absence with full pay. Members of the employee's immediate family shall be further defined to include any relative resident in the same household as the employee. However, a part-time employee shall be entitled to a maximum of two (2) consecutive regularly scheduled working days' leave of absence with full pay, following completion of at least three (3) months of continuous employment. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off.

Section 3:

- (a) Employees who have completed two (2) or more years of service with the Company may apply for and receive, where practical, leave of absence up to twenty (20) working days, without pay, to be taken in an unbroken sequence.
- (b) Employees who have completed three (3) or more years of service with the Company shall, where practical, receive up to sixty (60) working days' leave of absence, without pay, annually. Such leave shall be taken in unbroken sequence.
- (c) Application for leave of absence under (a) above shall require seven (7) days' notice under (b) above shall require fourteen (14) days' notice.

Section 4: Jury Duty

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid to them for jury service and the amount they would have earned, had they worked such days. Employees on Jury Duty shall furnish the Company with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remain to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed regular working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours shall be considered overtime and paid as such. The Company shall not be required to make up the difference between jury duty and regular daily pay for jury duty, in excess two (2) continuous weeks.

Section 5: Maternity & Parental Leave

Leave of absence in case of pregnancy and parental shall be granted in accordance with the "Employment Standards Act, 1996," Part 6. Such leave will not affect sick leave entitlement or seniority.

Section 6: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

ARTICLE 10 – SICK LEAVE AND WELFARE PLAN

Section 1: Medical & Surgical Plan

The Company agrees to provide the Medical Services Plan for B.C. as outlined below:

1. Participation in the Plan by each regular employee covered by this Agreement is a condition of employment, unless such employee is covered elsewhere under the provisions of another Health and Welfare program. Proof of such other coverage shall be required.
2. Coverage for all eligible employees (and their dependants) shall commence the first of the month following employment.
3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.
4. The Company agrees to provide and pay the full cost of the Medical Services Plan as outlined above.

Section 2: Sick Benefits

The Company agrees to provide the following Sick Benefit Plan as outlined below:

1. Each regular full-time employee will accumulate paid sick benefits at the rate of one-half (1/2) day per month to a maximum of eight (8) days.
2. Employers can use these sick days in case of illness with no waiting period.

Section 3: Group Life Insurance Plan

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

1. Participation in the Plan by each regular employee covered by this Agreement is a condition of employment.
2. Coverage will commence in the first of the month following completion of sixty (60) days' employment.
3. Benefits shall be in the sum of Twenty Thousand Dollars (\$20,000.00) at the date of ratification, and on April 1, 2012 will increase to Twenty-five Thousand Dollars (\$25,000.00) and **April 1, 2015 to Forty Thousand Dollars (\$40,000.00)** covering death from any cause and including similar benefits for accidental death and dismemberment.
4. Premium costs shall be paid by the Company.

Section 4: Dental Plan

The Company shall make available the Dental Plan. Premium costs shall be paid 100% by the Company:

The Plan will be based on the following principles:

- (a) Basic dental service (Plan A) – Plan pays 80% of approved schedule of fees.
- (b) Prosthetics, crowns, and bridges (Plan B) – Plan pays 50% of approved schedule of fees.
- (c) Orthodontics (Plan C) – Plan pays 50% of approved schedule of fees (lifetime maximum \$2,000), with no waiting period.

Section 5: Extended Health Benefit Plan

The Company agrees to provide an Extended Health Benefit Plan as outlined below:

- 1. Participation in the Plan by all employees covered by this Agreement is a condition of employment.
- 2. Coverage for all eligible employees and their dependants shall commence on the first of the month following sixty (60) days' employment.
- 3. The Plan shall include benefits as follows:
 - (a) Twenty-five dollars (\$25.00) deductible annually for eligible expenses incurred.
 - (b) Eighty per cent (80%) co-insurance for eligible expenses after the deductible has been satisfied.
 - (c) A maximum of seven thousand six hundred dollars (\$7,600.00) limitation for each person covered per illness.
 - (d) Claim of eyeglasses, frames, and/or contact lenses, up to three hundred dollars (\$300.00) per person covered per each twenty-four (24) month period.
 - (e) Eye Examinations once every two (2) years at no cost to the employees and their dependents.
- 4. Premium costs shall be paid by the Company.

Section 6:

It shall be the responsibility of the Company to advise the employees of the benefits available under the Health and Welfare Plan and to provide said employee with the necessary application cards to join the Plan. It shall then be the employee's responsibility to make application for benefits under the Plan.

ARTICLE 11 – WAGES AND JOB CLASSIFICATION

Section 1:

Employee 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 Appendix "A" attached hereto and made part of this Agreement.

Section 2:

It is expressly understood that the salaries herein provided are minimum scale. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Company. Employees will be placed on the wage rate step to correspond with the length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A".

Section 3:

Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Company and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 18 and 19 of this Agreement.

Section 4:

Where an employee has the necessary qualifications and ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Company recognizes equal pay for equal work.

ARTICLE 12 – JOB POSTING, PROMOTIONS AND TRANSFERS

Section 1:

It is the intention of the Company to fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

Section 2: Job Vacancies

Notice of all job vacancies shall be posted on the office bulletin board for forty-eight (48) hours and will include job title, job group and brief description of the job duties and qualifications required. Those employees who make application during this forty-eight (48) hour period will be considered for the job except, however, employees on vacation or leave during such period of job posting shall be eligible to apply for such positions within the three (3) day period after their return to work. Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified employees from its unemployed roster.

Section 3: Promotions

Promotion is hereby defined as a move from a lower job group to a higher job group. Promotion shall be made on the basis of seniority, ability and qualifications. In the event two (2) or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

Section 4:

An employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days, unless extended by mutual agreement between the Company and the Union. If during the trial period he/she is considered to be unsuitable, or if he/she decides to return to their old job, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted. Any movement under this Section is subject to forty-eight (48) hours' notice.

Section 5:

Any employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an employee is required to work at a higher classification on a recurring bases, i.e. each day, each week or each month. In such cases, higher rate of pay shall apply.

Section 6: Transfers

An employee transferred from one position to another having the same salary rate range, shall continue to receive his/her current salary. Time worked on positions having the same salary ranges shall be cumulative for determining future salary progression.

ARTICLE 13 – LAY-OFF, RECALL AND SEVERANCE

Section 1: Lay-off Procedure

If a reduction of employees covered by this Agreement is necessary, the following procedure shall be adopted: The employee with the least amount of seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification with the least seniority in the same or lower classification with the least seniority in such classifications providing they have the qualifications to satisfactorily perform the job and have greater seniority.

Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employee have the necessary qualifications and seniority.

Section 2:

All regular or part-time regular (i.e. permanent) employees shall be given notice of lay-off or salary in lieu of notice as provided by the "Employment Standards Act, 1981," Part 5.

Section 3:

Any regular or regular part-time employee with six (6) months or more of service who is laid off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

Section 4: Recall

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. The employee must respond to such notice within three (3) days of receiving it or possibly lose right of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available.

An employee bypassed as provided above will remain on the recall list for the remaining recall period.

Section 5:

Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified providing no other employee with greater seniority is not promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position.

Section 6: Salary Policy on Recall

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current salary for the position.
- (b) Employees recalled to a position which has a lower salary range than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. In cases where the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to layoffs and other circumstances.

Section 7: Severance Pay

Severance pay shall be paid to employees who have service of one (1) year or more with the Company, who are terminated due to consolidation, reduction of employees covered by this Agreement, suspension of business or changes in procedures. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service, to a maximum of fifteen (15) weeks.

ARTICLE 14 – SENIORITY

Section 1:

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer and its predecessors prior to the certification. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall as set out in other provisions of this Agreement.

Section 2:

There shall be two (2) separate seniority lists, one (1) for Dispatchers and one (1) for CSA Operators. When Dispatchers and/or Telephone CSA Operators are required, employees will be drawn in order of seniority from the respective lists. Should qualified employees not be available in one category of work, it shall be at the employee's option to accept work in another category provided employees in that category have had a work opportunity. In the exercise of the above seniority provisions, the employee or the Employer shall not be unreasonable.

Section 3:

Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

Section 4: Regular Part-time Employees

For purposes only of promotions, lateral transfers, demotions due to reduction of staff or exercising "bumping privileges", regular part-time employees shall accrue seniority on the hours worked in accumulation.

Section 5:

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.

Section 6:

An employee laid off and placed on the recall list under Article 13, Section 1, will retain their seniority as follows:

- (a) Employees who have completed the probationary period but less than one (1) year of service, six (6) months' retention.
- (b) Employees who have more than one (1) year of service, one (1) year plus one (1) month retention for every year of service subsequent to a maximum retention of eighteen (18) months.

Section 7:

An employee on leave of absence under Article 9 or Article 10 will continue to accrue seniority during such leave of absence.

Section 8:

Within the office, the Company will maintain separate seniority listings for regular and part-time regular employees. These lists will be available for employees in the dispatch office at all times. Such up-to-date listings will be posted as of January 1st and July 1st, of each year, with copies of each current list provided to the Union by the Company. Any employee wishing to protest his/her seniority must do so by formally reducing his/her protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

ARTICLE 15 – DISCHARGE AND TERMINATION

Section 1:

It is hereby agreed that the Company has the right to discharge an employee for reasonable and sufficient cause. The Company agrees to advise the Union of any such discharge and the reasons therefore at time of such action.

Section 2:

If an employee is to be terminated, except as provided in Section 1 above, said employee shall receive notice prior to the date of termination, or wages in lieu of notice using the formula set out in the "Employment Standards Act, 1981", Part 5. If notice is given prior to the vacation period of any employee, such employee shall receive at least two (2) weeks' wages (as per the foregoing formula) at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee where possible shall give the Company two (2) weeks' notice of intention to terminate service.

Section 3:

If upon joint investigation by the Union and the Company, or by decision of an arbitration board so appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank and shall suffer no reduction in salary. Compensation for salary lost by such employee shall be mutually agreed between the Company and the Union or as determined by arbitration.

ARTICLE 16 – TECHNOLOGICAL OR PROCEDURAL CHANGES

Section 1:

The Company will provide the Union with at least six (6) months' notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification. **Further, where the Company plans on adding work by dispatching for other companies they must notify and meet with the Union at their earliest convenience to discuss the increased workload and work out all details around staffing and job changes. If the details show an increase in job requirements, the parties shall discuss compensation of wages or staff changes to meet the work requirements. Where the parties cannot agree on any issues mentioned in the above, they will refer the matter to an arbitrator for settlement.**

Section 2:

In cases where employees are not trainable for available positions or where other positions with the Company are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate.

Section 3:

A specified extension of the recall period, where recall is applied under Section 2 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

Section 4:

Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to the required notice or pay, in lieu of such notice, as defined in Article 15, Section 2, and all vacation allowances to which the employee may be entitled.

Section 5:

Where newly created or revised jobs are to be implemented as a result of a change defined in Section 1 above, the Company, in order of seniority, further agrees to arrange an on-the-job training program during regular working hours for those who may be affected at no cost to the employees involved.

Section 6:

The Company agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

ARTICLE 17 – GENERAL

Section 1:

Payday shall be on alternate Wednesdays except for employees who do not work dayshift. For said employees payday will be on alternate Tuesdays which fall immediately prior to pay Wednesday, and each employee shall be furnished with and itemized statement of earnings and deductions. This section can be changed by mutual agreement.

Section 2:

Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

Section 3:

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

Section 4: Sub-contracting

No work normally performed by employees within the bargaining unit as covered in this Agreement shall be sub-contracted by the Company to or through employment agencies or other such sundry type overload agencies, other company locations, or to an individual, except where qualified Union members are not available to perform the required work.

Section 5: Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized picket lines.

Section 6: Bulletin Boards

A bulletin board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Company before being posted. This bulletin board shall be used for notices by the Company or the Union.

Section 7: Health and 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 statutes. 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).

Section 8: Facilities

The Company agrees to provide a small refrigerator, a small microwave oven, and a coffee machine for the benefit of the employees, at no cost to the employees.

Section 9: Humanity Fund

For the purpose of International Aid and Development, the Company agrees to deduct twenty dollars (\$20.00) from each employee on October 1st of each year and forward to the United Steelworkers Humanity Fund.

United Steelworkers
National Office Humanity Fund Dept.
234 Eglinton Avenue East, 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will not use the following Charitable Donation number for the "Humanity Fund" R119172278RR001.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 1: Procedure

The Company and the Union mutually agree that when a grievance arises in the workplace coming under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with the Manager or employer's representative directly in charge of the work within fourteen (14) days of the date of the said grievance.

Step Two

If the question is not satisfactory settled in this way, the same individual, with the Committee, shall take up the problem with either the Personnel Officer or Manager, or both, as designated by the Company.

Step Three

If a satisfactory settlement is not then reached, the Committee shall take up the problem with either the Personnel Officer or Manager, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing from the Personnel Officer or Manager shall be exchanged by the Parties concerned.

Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Local Union and the Management.

Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 19.

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit, for good reason, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE 19 – ARBITRATION

Section 1:

- (a) When any difference arises between the Parties as to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.
- (c) The Parties to this Agreement hereby agree that the appointed Arbitrator can retain jurisdiction to execute the award.

Section 2:

The Party desiring Arbitration under this Article will notify the other Party, in writing, by registered mail, of the question or questions to be arbitrated.

Section 3:

The parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. Hearings shall commence within thirty (30) working days so the appointment of the Arbitrator.

Section 4:

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) working days of the appointment or with such extended period as may be mutually agreed to by the Parties to this dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 5:

Each Party shall pay its own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 – HARASSMENT

1. The Parties to this collective agreement are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment. According to the Human Rights Act of British Columbia, every employee has the right to freedom from harassment by a supervisor or other employee because of gender, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or disability.
2. Harassment for the purpose of this policy is defined as comment or conduct that is known to be unwelcome. It interferes with an individual's work or creates an intimidating or unpleasant work environment.
 - a. Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.
 - b. Personal Harassment: includes derogatory comments, taunts, threats, jokes or jeers about race, color, national ethnic origin, religion, age, disability, citizenship, record of offences, marital or family status, gender or sexual orientation.
3. There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.
4. If the activity or behavior does not stop after the person has been approached, or the complainant does not feel comfortable speaking with the person directly, the complainant should raise the issue with the General Manager or the Operations Manager.
5. The complainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behavior.
6. Management will take the following steps to resolve the complaint.
 - a. Assure the complainant that an objective examination of the complaint shall take place immediately.
 - b. Advise the person alleged to be responsible that a complaint has been lodged.
 - c. Interview the complainant and the person(s) alleged to be responsible as soon as possible.
 - d. Interview any witnesses.
 - e. Document the situation clearly and completely.

- f. Render a decision as soon as possible and advise the parties of the action to be taken, if any. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the General Manager or Operations Manager. Such measures may include: counseling, oral reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.
 - g. Ensure that all information concerning the case be kept confidential.
 - h. Retain a record of a complaint in the complainant's file if it is determined that the complaint was frivolous or vexatious. Remove records relating to frivolous or vexatious complaints shall be removed from the respondent's file and remove any reference identifying the respondent from the complainant's file.
7. Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company's decision, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

All fees and expenses of the adjudicator shall be shared equally between the Company and the Union

ARTICLE 21 – PENSION/RRSP

For full time employees only, the Company will match yearly RRSP contributions up to \$500.00 in each year. To receive the matching RRSP payment of \$500.00 each eligible employee must attend their bank or institution to receive an RRSP account number that will be given to the Company payroll department to either have the money put into their account via direct deposit or have a cheque made up to the bank or institution to be deposited into the RRSP account.

ARTICLE 22 – DURATION

Section 1:

- (a) This Agreement shall be in full force and effect on and after the 1st day of April, **2014** to and including the 1st day of April **2019** 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 negotiations and revision or renewal, at least sixty (60) days prior to the 31st of March 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) Where such notice is given, the provisions of this Agreement shall continue in full force an effect until a new Agreement is signed and executed or the Union commences strike action or the Company commences a lock-out, whichever first occurs.

Section 2:

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 66(2) of the Labour Relations Code of British Columbia.

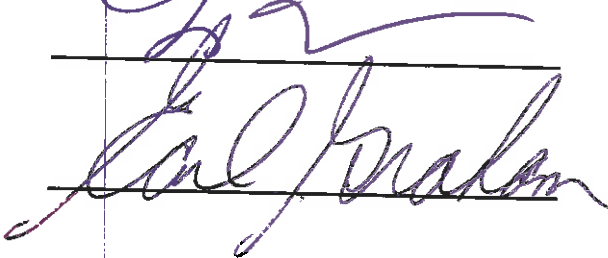
Section 3: Severability

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

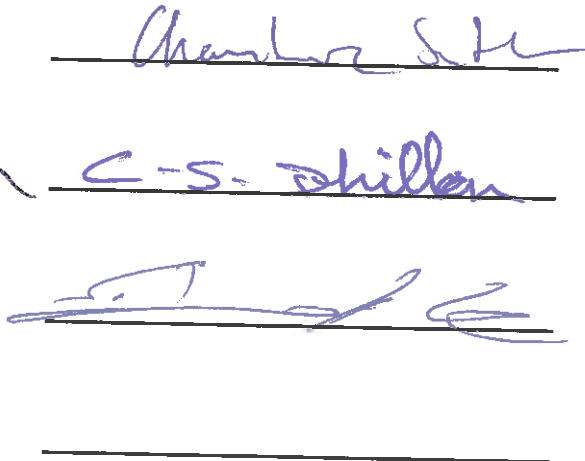
Dated this 16 day of July, 2015.

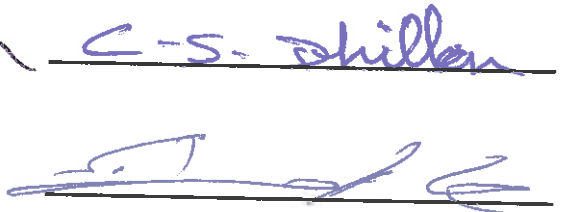
Signed on behalf of:

United Steel Workers, Local 2009



Royal City Taxi Ltd.





APPENDIX "A"

JOB CLASSIFICATION AND HOURLY RATES

	April 1/14 1.5%	April 1/15 1.5%	April 1/16 1.5%	April 1/17 1.75%	April 1/18 1.75%
Customer Service Agent (CSA)	\$14.50	\$14.72	\$14.94	\$15.20	\$15.47
Dispatcher	\$19.84	\$20.14	\$20.44	\$20.80	\$21.16
Systems Operator/Dispatcher	\$21.12	\$21.44	\$21.76	\$22.14	\$22.53

All employees will receive their retroactive pay for April 1, 2014 no later than the second pay period after ratification.

Chris Smith wages when working as a C.S.A will be grand-fathered at 20 hours per week as follows:

	April 1/14 1.5%	April 1/15 1.5%	April 1/16 1.5%	April 1/17 1.75%	April 1/18 1.75%
	\$19.49	19.78	\$20.08	\$20.48 \$	20.79

For his other 12 hours he works per week as the SO/D he will receive:

	April 1/14 1.5%	April 1/15 1.5%	April 1/16 1.5%	April 1/17 1.75%	April 1/18 1.75%
	\$19.49	19.78	\$20.08	\$20.48 \$	20.79

He will also continue to be paid 8 hours at

	April 1/14 1.5%	April 1/15 1.5%	April 1/16 1.5%	April 1/17 1.75%	April 1/18 1.75%
	\$19.49	19.78	\$20.08	\$20.48 \$	20.79

for being on call 24/7 as the SO/D position.

Training rates for new employee(s) who work as Customer Service Agents will be as follows with appropriate increases in years two, three and four:

	April 1/14 1.5%	April 1/15 1.5%	April 1/16 1.5%	April 1/17 1.75%	April 1/18 1.75%
First 10 shifts worked	\$12.74	\$12.93	\$13.12	\$13.35	\$13.58
Second 10 shifts worked	\$13.52	\$13.72	\$13.93	\$14.17	\$14.42
Full rate (21 st shift)	\$14.50	\$14.72	\$14.94	\$15.20	\$15.47


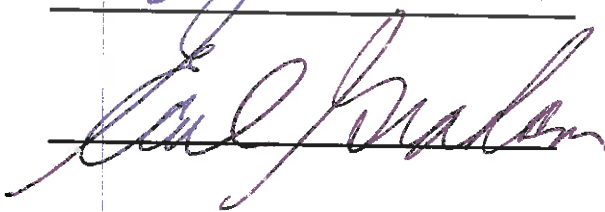
Note: New hires will only get the training rate when they are being trained by a regular full time employee. If for any reason the new hire is working on there own they will receive the full time rate. Lastly, the company at its own discretion has the right at any time to waive the training rate for a new employee and pay the full time rate.




Dated this 16 day of July, 2015.

Signed on behalf of:

United Steelworkers, Local 2009

Royal City Taxi Ltd.

E. & O.E.

APPENDIX "B"

**SHIFT CHANGE
ARTICLE 6, SECTIONS 1,2 &3**


It is agreed that the employees will be allowed to work a three (3) day work week consisting of three (3) shifts of twelve (12) hours per shift for a total of thirty-six (36) hours, plus a paid forty-five (45) minutes per shift in lieu of a lunch break for a total of 38.25 hours per week. If the Company wishes to invoke appendix "B" and revert back to the original hours of work. If the Company wishes to invoke appendix "B" they must give 90 days written notice to the Local Union with a bona fide reason that must be agreed upon by both parties before they can revert back to the original hours of work.

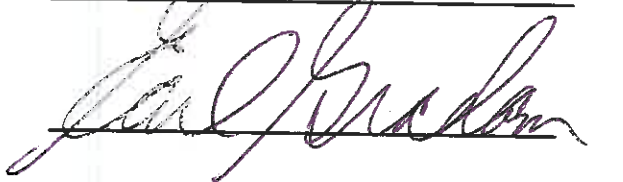
Dated this 16 day of July, 2015.


Signed on behalf of:


United Steel Workers, Local 2009


Royal City Taxi Ltd.











E. & O.E.

RE: ...ALMOST THERE...

Subject: RE: ...ALMOST THERE...
From: "Graham, Earl" <egraham@usw.ca>
Date: 8/17/2015 2:52 PM
To: Don Guilbault <don@royalcitytaxi.com>
CC: "Les Veale (lveale@usw2009.ca)" <lveale@usw2009.ca>

Hi Don

On review on my notes and a discussion today with Steve Allan I can confirm that the CSA work the following;

Monday
8 am to 6 pm

Tuesday, Wednesday & Thursday
8 am to 5 pm

Friday
8 am to 3 am

Saturday
11 am to 3 am

You can print this email and attach it to the CBA as agreed upon.

Earl Graham
USW D-3 Staff Representative
Office (604) 513-1850
Fax (604) 513-1851

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-----Original Message-----

From: Don Guilbault [<mailto:don@royalcitytaxi.com>]
Sent: Monday, August 17, 2015 2:32 PM
To: Graham, Earl
Subject: ...ALMOST THERE...

Good afternoon Earl,

I am pretty certain that both parties agreed to the CSA hours that we are currently operating...

Mon -Thurs = 8am -5pm...Fri = 8 am - 2am and Sat= 10am - 2 am...Steve can confirm...

In order to have this signed off - this needs to replace the language in ARTICLE 6 - Sect.1 - part iii, whether by inclusion or addendum...thanks for addressing this, cheers,

Don Guilbault

--
Don Guilbault
General Manager
Royal City Taxi Ltd.