

COLLECTIVE AGREEMENT

Between

RICHMOND CABS LTD.

(hereinafter referred to as the "Employer")

and



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

TERM: January 1, 2017 to December 31, 2021

COLLECTIVE AGREEMENT

BETWEEN: Richmond Cabs Ltd.
(hereinafter referred to as the "Employer")

Party of the First Part;

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

Party of the Second Part;

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ARTICLE 1 — PURPOSE

1.01 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer 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 Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

1.02 Human Rights, Harassment and Bullying

(a) Human Rights

The Employer and the Union subscribe to the principles of the *Human Rights Code*. For clarity, and without limiting the generality of the foregoing, neither the Union nor the Employer 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, ancestry, place of origin, religion, age, sex, sexual orientation, gender identity or expression, physical or mental disability, family status or marital status.

(b) Harassment and Bullying

(i) Right to a harassment and bullying-free workplace

The Employer recognizes the right of employees to work in an environment free from harassment, including sexual harassment, and bullying.

(ii) Employer obligations

The Employer shall proactively take all reasonable action to create and maintain a workplace free from harassment and bullying. The Employer shall take such actions as are necessary with respect to any person engaging in sexual or other harassment or bullying in the workplace.

(iii) Right to grieve

Employer action regarding actual or alleged harassment or bullying, including the outcome(s) of any such action, shall be subject to the grievance and arbitration provisions of this Agreement.

1.03 The Employer agrees that "the Employment Standards Act", and Regulations (Act) shall be recognized as the minimum labour standards for all employees covered by this Agreement.

At no time is it the intent of the Parties to apply any provision(s) of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act.

In the event this Collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

ARTICLE 2 — UNION SECURITY AND RECOGNITION

2.01 Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees in the bargaining unit for which the Union is certified under the *Labour Relations Code* of British Columbia and this Agreement shall be binding on the Employer and the Union and their respective successors and assigns.

2.02 Union Membership

The Employer agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New employees, hired subsequent to the signing of this Agreement shall, as a condition of employment, apply to become members of the Union on the first (1st) day of employment with the Employer, with such membership to be effective on the first (1st) day of employment, and must so remain.

2.03 Information to Union

The Employer shall provide the Union in a format acceptable to the Union the name, address, telephone number(s), email address (if provided by the employee), classification and wage rate of all newly hired employees, within thirty (30) days of the date of hiring.

2.04 Authorization

The Employer agrees that each employee in the bargaining unit shall, as a condition of employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's wages or salary the amount of the regular monthly dues and any other dues, levies, assessments, fees or fines owing or payable to the Union as established by the Union.

2.05 Remittance to Union

All deductions made by the Employer pursuant to this Article 2 shall be remitted to the Union by not later than the fifteenth (15th) day of the calendar month following the date of deduction and shall be accompanied by a list of employees from whom such deductions have been made and the purpose of the deduction and the amount in each case. Deductions shall coincide with each pay period.

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- i) Employees on extended leave of absence; and
- ii) Additions or changes to the employee information referenced in Subarticle 2.03 that have been reported to the Employer by the employee.

2.06 Bargaining Unit Work

Except as otherwise specified in this Agreement, and then only to the extent so specified, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, contracted in, sub-contracted or performed by anyone other than Union members in the bargaining unit.

2.07 Bulletin Boards

The Employer shall provide bulletin board space at each workplace for the exclusive use of the Union. Such bulletin board space(s) shall be used by the Union to post official Union communications.

ARTICLE 3 — UNION REPRESENTATION

3.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Executive Councillors, Job Stewards, Bargaining Committee Members and other Union officials and representatives.
- (b) Upon written request from the Union at least three (3) weeks in advance, a leave of absence for employees selected by the Union under this Subarticle 3.01 shall not be unreasonably withheld by the Employer.
- (c) An employee granted a leave of absence under this Subarticle 3.01 shall receive their normal wages and benefits from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union all wages paid to and benefit costs for an employee absent from work pursuant to this Subarticle 3.01, by submitting in writing, an itemized statement of such costs to the Union.

3.02 Union Access

Representatives of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration, or the administration of the Union. The Union will provide as much advance notice to the Employer as practicable and will obtain authorization from the Employer as to appropriate time for such contact before meeting the employees. Such authorization shall not be unreasonably withheld by the Employer.

3.03 Job Stewards

- (a) The Employer recognizes the Union's right to select Job Stewards to represent employees in matters pertaining to this Agreement and shall recognize Job Stewards so appointed.
- (b) The Union shall provide the Employer a list of the employees appointed as Job Stewards and shall notify the Employer, in writing, of any changes thereto.
- (c) Job Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Collective Agreement.
- (d) Job Stewards may, within reason, investigate complaints, investigate and process grievances, attend grievance meetings, supervise during ratification votes, attend meetings called by the Employer, post and distribute bulletins and surveys and confer with representatives of the Union during regular working hours, without loss of pay. Job Stewards will obtain permission from their immediate supervisor for such purposes and such permission will not be unreasonably denied.

3.04 No Discrimination for Union Activity

The Employer 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

4.01 Management Rights

The Union recognizes the rights of the Employer 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, 19 and 20.

ARTICLE 5 — EMPLOYEE CATEGORIES

5.01 Probationary Period

(a) Regular employee

A regular employee shall be considered probationary for the first ninety (90) calendar days from the date of last entry into the service of the Employer.

(b) Casual employee upon becoming regular

A casual employee who is transferred or who posts into a regular position shall be considered probationary for the first sixty-three (63) shifts, inclusive of shifts worked as a casual employee.

(c) Probationary period may be extended

By mutual agreement of the Employer and the Union, a regular employee's probationary period may be extended by an additional:

- (i) ninety (90) calendar days where the probationary period is measured in days; or
- (ii) sixty-three (63) shifts where the probationary period is measured in shifts.

5.02 Full-Time Regular Employee

A full-time regular employee is an employee engaged on an ongoing basis at thirty five (35) hours per week, exclusive of paid lunch and rest periods.

5.03 Part-Time Regular Employee

(a) Definition

A part-time regular employee is an employee engaged to work regular hours or days on an ongoing basis for up to and including twenty-one (21) hours per week, exclusive of paid lunch and rest periods. Part-time regular employees shall be covered by and subject to all the terms and conditions of this Agreement except as otherwise specified in this Agreement, and then only to the extent so specified.

(b) Temporary assignment to full-time hours

Despite Clause 5.03(a) above, a part-time regular employee may be temporarily assigned to full-time hours:

- (i) to replace a full-time regular employee who is absent from work due to pregnancy, parental, long term disability, or Union leave, for the duration of the leave; or
- (ii) due to unforeseen operational requirements of the business, for a period not to exceed two (2) weeks in any three (3) month period.

A temporary assignment shall be offered in order of seniority, from highest to lowest, and subject to the employee's mutual agreement. During the temporary assignment, the employee shall be treated in all ways as a full-time regular employee, except that Article 13 (Lay-Off, Recall and Severance) shall not apply to the employee's return to their previous part-time regular hours at the end of the temporary assignment. The Employer shall advise the employee in writing of the expected duration of the temporary assignment and of any subsequent changes, with copies of all such notifications to the Union.

Where no qualified part-time regular employee is willing to accept a temporary assignment at full-time regular hours to replace an employee absent from work pursuant to Subclause 5.03(b)(i) above, the Employer may offer portions of the temporary assignment to multiple employees while adhering to the seniority-based principle, i.e. the most senior qualified employee will be awarded the greatest number of hours they are able and willing to accept.

5.04 Casual Employee

A casual employee is an employee hired solely to augment the regular work force for vacation relief, unusual peak workloads or emergencies.

Casual employees shall be paid the hourly rates as established in Appendix A of this Agreement.

5.05 Employer Policies

The Employer or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

5.06 Performance Reviews

The Employer may formally review each employees' work performance regularly, but not more than every three (3) months.

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.01 Shift Schedules

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

(a) **Office Clerk/Call Taker**

(i) Full-time regular

The regular work week shall consist of thirty-five (35) hours, excluding the daily paid lunch period, seven (7) consecutive hours per day, over five (5) consecutive days, Monday to Friday inclusive. The daily shift shall be within the hours of 8:00 a.m. to 5:00 p.m.

(b) **Dispatcher/Supervisor – Call Taker – Fuel Jockey - Mechanics**

(i) Full-time regular

The regular work week shall consist of thirty-five (35) hours, excluding the daily paid lunch and rest periods, seven (7) consecutive hours per day, over five (5) consecutive days, between Sunday through Saturday inclusive. Daily shifts shall be as follows:

COMMENCE BETWEEN	FINISH BETWEEN
Day Shift: 6:00 a.m. — 8:00 a.m.	to 2:00 p.m. — 4:00 p.m.
Afternoon Shift: 2:00 p.m. — 4:00 p.m.	to 10:00 p.m. — 12:00 a.m.
Graveyard Shift: 10:00 p.m. — 12:00 a.m.	to 6:00 a.m. — 8:00 a.m.

(ii) Part-time regular

The regular work day shall consist of seven (7) consecutive hours, excluding the daily paid lunch and rest periods. Part-time regular employees shall have at least two (2) consecutive days off per week.

6.02 Weekday Daytime Shifts

The Employer agrees that it shall continue to provide daytime shifts from Monday to Friday, on a full-time regular basis.

6.03 Lunch Periods

A paid lunch period of thirty (30) minutes will be provided and taken within the two (2) hours in the middle of the regular working day. Whenever operational needs as determined by the Employer prevent a Call Taker or Dispatcher from taking 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 (8½) hours per day at each employee's current pro-rated hourly rate, in lieu of a thirty (30) minute lunch period. The foregoing paid lunch period shall be sixty (60) minutes for the Office Staff.

6.04 Rest Breaks

Each employee shall take two (2) fifteen (15) minute paid rest breaks during the employee's shift without loss of pay. The Employer further agrees to provide a hot plate, microwave and kettle for the employees. One rest break shall be taken in each of the first and second halves of an employee's shift. Such breaks shall be taken bearing in mind operational coverage.

6.05 Overtime Premiums

All time worked before or after the regularly established working shift shall be considered overtime and be paid for at one hundred fifty percent (150%) of the employee's pro-rated hourly rate for the first two (2) hours and two hundred percent (200%) of the employee's regular hourly rate for each hour worked thereafter. For clarity, and without limiting the generality of the foregoing, any time worked in excess of eight (8) hours in a day or forty (40) hours in a week, including paid lunch and rest periods, shall be considered overtime and paid for accordingly.

6.06 Overtime on a Scheduled Day Off

(a) Regular employees

All time worked by a full-time regular employee on a regular day off shall be considered as overtime and shall be paid at the rate of one hundred fifty percent (150%) of the employee's regular hourly rate for the first two (2) hours and ~~double~~ two hundred percent (200%) of the employee's regular hourly rate for each hour worked thereafter. For clarity, any overtime worked in excess of eight (8) hours in a day, including paid lunch and rest periods, shall be considered double overtime and shall be paid in accordance with Subarticle 6.05 above, except that the rate on which double overtime pay is calculated shall be the overtime rate.

(b) Casual employees

In addition to Subarticle 6.05 above, all time worked by casual employees in excess of forty (40) hours per week, including paid lunch and rest periods, shall be considered as overtime and shall be paid at the rate of one hundred fifty percent (150%) of the employee's regular hourly rate for the first two (2) hours and two hundred percent (200%) of the employee's regular hourly rate for each hour worked thereafter.

6.07 Overtime for Call Back

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 four (4) hours or for time worked, whichever is greater. One-half (1/2) hour travel time to and from the employee's residence will be considered as time worked.

6.08 Overtime Based on Seniority

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

6.09 Time Off in Lieu of Overtime

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 Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

6.10 Shift Changes and Schedules

The Employer shall be responsible for schedule and/or shift changes. All schedule and shift change entitlements shall be based on seniority order (highest to lowest).

An employee shall notify the Employer of any requested scheduling and/or shift changes. Scheduling and shift changes shall require approval of the Employer.

6.11 Hours Free from Work

Except in case of emergency, an employee shall have at least eight (8) consecutive hours free from work between each shift worked.

6.12 Emergency Shifts

Shifts that unexpectedly become available due to an emergency or a sickness of less than one (1) calendar week shall be offered on a voluntary basis in order of seniority, from highest to lowest, to part-time and then casual employees provided that they are not already scheduled to work that day.

The Employer shall telephone employees in order of seniority, from greatest to least, to offer emergency shift work. If the emergency shift is to be worked on the same day or the next day, the Employer may forego leaving a voicemail message and offer the shift to the first eligible employee who live answers the call.

6.13 Employee Availability

All employees shall advise the Employer of their availability for work at least annually and shall promptly advise the Employer in the event this changes, and, in any event, at least one (1) week before a new or revised work schedule is to be posted.

ARTICLE 7 — PAID HOLIDAYS

7.01 Paid Holidays Observed

The Employer agrees to provide all full-time employees with the following paid holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and any other day that is declared a legal holiday by the federal, provincial and/or civic government(s). The Employer further agrees that should one of the above paid holidays fall on an employee's regularly scheduled day off, the employee shall receive an additional day's pay in lieu.

7.02 Pay for Work on Paid Holiday

(a) Work performed by any employee on any of the above paid holidays, will be paid for at the rate of one hundred fifty percent (150%) of the employee's regular rate of pay, in addition to the regular rate of pay for that day.

(b) Should one of the Statutory Holidays designated in the foregoing 7.01 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 they have worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Statutory Holiday.

7.03 Paid Holiday Falling during Vacation

In the event any of the holidays enumerated in the foregoing 7.01, occur during the period of an employee's vacation, an additional day's vacation with pay or an additional day's pay shall be allowed for each holiday so occurring at the discretion of the employee.

ARTICLE 8 — ANNUAL VACATIONS

All employees shall be entitled to a paid vacation in accordance with the following schedule:

8.01 Vacation Entitlement after One (1) Year

- (a) Upon completion of six (6) months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days' which if taken, will be deducted from his/her total entitlement for that year. All vacations shall be taken at a time mutually agreed with the Employer.
- (b) Each employee who completes (1) year's service shall receive a paid vacation of ten (10) working days, subject to (a) above. Payment for such vacation shall be at current salary or four (4%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.02 Vacation Entitlement after Three (3) Years

All employees shall be entitled to fifteen (15) working days paid vacation after three (3) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.03 Vacation Entitlement after Eight (8) Years

All employees shall be entitled to twenty (20) working days paid vacation after eight (8) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.04 Vacation Entitlement after Thirteen (13) Years

All employees shall be entitled to twenty-five (25) working days paid vacation after thirteen (13) years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.05 Vacation Entitlement after Twenty (20) Years

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 (12%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.06 Employee's Option for Vacation Period Length

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.

8.07 Vacation Selection

Selection and the taking of vacation periods under this Agreement shall be subject to the operational requirements of the Employer. 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.

8.08 Timing of Vacation Pay

(a) Payment Option

Employees may opt, at their sole discretion, to receive earned vacation pay in a lump sum in January of each year, or to receive vacation pay on the regular pay day(s) at the time of vacation.

(b) Vacation Pay Advance

An employee who opts to receive vacation pay at the time of vacation may, upon fourteen (14) days' notice, ask the Employer to advance some or all of their vacation pay entitlement prior to commencing their vacation, and the Employer shall provide such an advance.

ARTICLE 9 — LEAVES OF ABSENCE

9.01 Bereavement Leave

In the case of death in the immediate family, an employee shall be granted a leave of absence without loss of pay of up to three (3) consecutive working days plus the day or the remainder of the day upon which the employee is notified of the death. "Immediate family" shall be defined to include: spouse, regardless of sex, gender identity or expression or legal marital status; child; step-child; foster child, current or former; sibling; step-sibling; sibling-in-law; parent; step-parent; parent in-law; foster parent, current or former; grandparent; step-grandparent; grandparent-in-law; and any other person with whom the employee lives in a familiar relationship. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off. The Employer may require reasonable verification of an employee's claim to bereavement leave.

9.02 Leave of Absence

- (a) Employees who have completed two (2) or more years of service with the Employer may apply for and receive, where practical, leave of absence up to ten (10) 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 Employer shall, where practical, receive up to twenty (20) working days leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence.
- (c) Leaves of absence under (a) and (b) above, shall be taken with the prior approval of the Employer.

9.03 Jury Duty Pay

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer 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 remains 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 Employer shall not be required to make up the difference between Jury Duty and regular daily pay for Jury Duty, in excess of two (2) continuous weeks.

9.04 Pregnancy and Parental Leave

Leave of absence in case of pregnancy, and parental leave including in case of adoption, shall be granted to an employee in accordance with the *Employment Standards Act*. Such leave will not affect sick leave entitlement or seniority.

9.05 Gender Transition Leave

An employee who provides a sufficient certificate from a medical practitioner confirming that the employee requires a leave of absence for medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another will be granted leave for the procedure(s) required during the transition period. Such leave will, at the employee's sole discretion, be deducted from the employee's sick leave entitlement, taken as leave without pay or, if the respective plan allows, covered by the wage indemnity or long-term disability plans, or any combination thereof. The Employer, the Union and the employee will work together to tailor a general transition plan as it relates to the workplace to meet the employee's particular needs and the Employer shall accommodate the employee up to the point of undue hardship.

ARTICLE 10 — SICK LEAVE AND WELFARE PLANS

10.01 Sick Leave

The Employer will allow each regular employee who normally works thirty-two (32) hours or more per week one (1) working day per month sick leave with full pay with a maximum credit of twelve (12) days per year. The Employer will allow each part-time regular employee one-half (½) working day per month sick leave with full pay with a maximum credit of six (6) days per year. Such sick leave may be accumulated from month to month and year to year up to a maximum of twelve (12) actual working days. The Employer may request a sufficient doctor's certificate for single absences due to illness or injury lasting for more than three (3) days. Absence due to illness or injury in excess of an employee's paid sick leave entitlement shall be unpaid unless other categories of leave explicitly apply.

10.02 Medical Services Plan

The Employer agrees to enrol full-time regular employees in and pay full premiums for the Medical Services Plan. The Employer shall pay the full premium cost. Individual, couple or family enrolment will be provided by the Employer at the option of the employee.

10.03 Weekly Wage Indemnity Plan

- (a) The Employer agrees to continue the Weekly Wage Indemnity Plan in effect on February 15, 2005 and to pay the full premium cost for coverage for eligible employees under said Plan. In accordance with the Plan, eligible full-time regular employees can receive sixty-six and two-thirds percent (66 2/3%) of wages when unable to work due to illness or accident. Part-time and casual employees shall not be entitled to any coverage or benefits under the Weekly Wage Indemnity Plan. Employees working less than full-time but more than two (2) regular work weeks in a regular work month will be paid the pro-rata costs of medical, wage indemnity, group life and dental benefits.
- (b) The unused portion of Sick Leave entitlement per Subarticle 10.01 may be used to augment the Weekly Wage Indemnity Plan to one hundred percent (100%) of current salary at the employee's discretion.

10.04 Group Life Insurance Plan

The Employer agrees to provide a Group Life Insurance Plan as outlined below for eligible full-time regular employees:

- (a) Coverage will commence on the first (1st) of the month following completion of sixty (60) days' employment.
- (b) Benefits shall be in the sum of one times (1X) annual earnings covering death from any cause and including similar benefits for accidental death and dismemberment.
- (c) Premium costs shall be paid by the Employer.

Part-time and casual employees shall not be entitled to any coverage or benefits under the Group Life Insurance Plan.

10.05 Dental Plan

The Employer agrees to provide the following Dental Plan for eligible full-time regular employees. Premium costs shall be shared three quarters (3/4) by the Employer and one quarter (1/4) by the employee.

Coverage is: PART A — 80%
 PART B — 60%

10.06 Extended Health and Vision Plan

The Employer shall continue to pay the premium costs to provide for eligible regular employees the extended health and vision benefits plan in effect on February 15, 2005, or equivalent, except as amended herein. Prior to making any changes to the benefits plan and/or plan provider, the Employer shall meaningfully consult with the Union. The Employer shall provide employees with advance notice of any benefits plan changes. The eyeglass coverage in the extended health care plan shall be two-hundred dollars (\$200). Qualified prescription drug costs shall be covered 80%. An annual prescription top-up fund in the amount of one-thousand seven-hundred dollars (\$1700) will be established. Any employee claims in excess of one-thousand seven-hundred dollars (\$1700) of the fund will not be paid. Any balance in the fund will not be rolled over to the next year. Part-time and casual employees shall not be entitled to any coverage or benefits under such extended health and vision benefits plan.

ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS

11.01 Classifications and Wages

Employees shall be classified in accordance with the skills used and shall be paid the 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.

11.02 No Reduction in Pay or Increase in Hours

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 advanced or promoted in the service of the Employer. Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix A.

11.03 New or Reclassified Positions

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 Employer 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, 19 and 20 of this Agreement.

11.04 Pay Equity

The Employer recognizes and shall provide equal pay for work of equal value.

11.05 Job Descriptions

Employees shall only be requested to perform bargaining unit work as specified in Appendix A, attached hereto and made part of this Agreement, or as currently performed.

Within twelve (12) months of the ratification of the renewed Collective Agreement, the Parties shall meet to ensure all positions included in the Appendix A wage table that are currently filled are also included in the Appendix A job descriptions, and that all job descriptions therein are accurate. The Parties agree to correct any omissions from or inaccuracies in the Appendix A job descriptions within eighteen (18) months of the ratification of the renewed Collective Agreement. Any dispute between the Parties regarding the implementation of the process specified in this paragraph, including but not limited to the accuracy of job descriptions, shall not be subject to the arbitration provisions of this Agreement but may instead be referred to binding alternate dispute resolution.

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

12.01 Priority to Bargaining Unit Members

It is the intention of the Employer 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.

12.02 Job Vacancies

Notice of all job vacancies, within seven (7) days of vacancy occurring, shall be posted on the office bulletin board for seventy-two (72) hours and will include job title, job group and brief description of the job duties and qualification required. Those employees who make application during this seventy-two (72) hour period will be considered for the job, 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.

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, but the Employer shall not be compelled to hire such referrals.

12.03 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.

12.04 Trial Period

An employee promoted to a higher rated position shall be on trial for the first thirty (30) calendar days, unless extended by mutual agreement between the Employer and the Union. If during the trial period they are considered to be unsuitable, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which they may have been entitled to had they not been promoted.

12.05 Acting Pay

An 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 basis, i.e. each day, each week or each month. In such cases, the higher rate of pay shall apply.

ARTICLE 13 — LAY-OFF, RECALL AND SEVERANCE

13.01 Lay-off Procedure

If a reduction in the bargaining unit is necessary, the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first (1st) laid-off from that job, but they may displace an employee with the least seniority in any classification, 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 any classification, providing such employees have the necessary qualifications and seniority.

13.02 Notice of Layoff to Employee

All full-time regular or part-time regular employees shall be given two (2) weeks' notice of lay-off or two (2) weeks' salary in lieu of notice.

13.03 Eligibility for Recall List

Any full-time regular or part-time regular 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.

13.04 Recall Procedure

Notice of recall to an employee who has been laid-off shall be made by registered mail or delivery to the last known address of the employee and by email if the employee has provided an email address to the Employer. The employee must respond to such notice, within three (3) days of receiving it by registered mail or delivery, or not be recalled to the vacancy in question. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

13.05 Recall to Any Position for which Qualified

Employees on the recall list shall have the right to return to a vacancy in their former job classification or to any classification for which they are qualified providing no other employee with greater seniority is 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.

13.06 Salary Policy on Recall

- (a) Employees recalled to their former position or to a position having the same or a higher 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 lay-offs and other circumstances.

13.07 Severance Pay

In the event of a permanent separation of employment for any reason, except just and reasonable discharge, severance pay shall be paid to employees who have service of twelve (12) months or more with the Employer. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service. Such severance pay shall be prorated for part-time employees.

Voluntary resignation by an employee, shall not qualify the employee for severance pay.

13.08 Notice to Union

The Employer will promptly submit copies of all layoff and recall notices to the Union.

ARTICLE 14 — SENIORITY

14.01 Commencement of Seniority Accrual

Upon completion of the probationary period, a new employee's seniority shall be effective from the original date of employment.

14.02 Seniority Defined

For full-time regular employees, seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member except that credit shall be given for all continuous service prior to certification of the bargaining unit provided such employee was in a bargaining unit position.

14.03 Part-Time Regular Employees

Part-time regular employees shall accrue seniority prorated on the basis of hours worked.

14.04 Seniority Not Retained

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.

14.05 Seniority in case of Layoff

An employee laid-off and placed on the recall list under Subarticle 13.01, will retain but will not accumulate seniority during the period of lay-off.

14.06 Casual Employees

No seniority shall accrue for short terms of casual work except that casual employees who attain regular status shall have seniority credited from date of entry as a regular employee of the Employer, as provided in Subarticles 5.02 and 5.03.

14.07 Seniority Accrual during Leave

An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence provided the employee maintains their Union membership in good standing.

14.08 Seniority List

Within the office, the Employer will maintain a seniority list for regular employees. The Employer will provide an updated seniority list upon request by the Union.

ARTICLE 15 — DISCHARGE AND TERMINATION

15.01 Cause for Discipline, Discharge or Termination

No employee shall be disciplined, discharged or terminated except for just and reasonable cause.

15.02 Procedural Rights

(a) Union Representation

When the Employer interacts in any manner with any employee with respect to the suspension, discharge or termination of an employee, or the potential suspension, discharge or termination of an employee, at least one (1) Job Steward or other Union representative must at all times be present. The Union shall make reasonable effort to make a Job Steward or Union representative available in a timely manner so as to not unduly delay any such Employer interaction with any employee.

(b) Notice of Disciplinary Action

The Employer shall advise an employee in writing of any disciplinary action taken in excess of a verbal warning including, but not limited to, written warning, reprimand, suspension or discharge and the reasons in full for such action at the time of taking any such action. The Employer shall also immediately provide to the Union a copy of each such disciplinary notice.

(c) Pre-Discharge Meeting

Whenever reasonably practicable, prior to any employee being terminated, the Employer will call a meeting with the employee and a Job Steward or other Union representative to discuss the issue that has raised cause for such termination.

(d) Substantive Rights

The employee rights under this Subarticle 15.02 shall be deemed to be substantive rights and shall be so construed and applied. For greater clarity and certainty and without limiting the generality of the foregoing, this means that failure by the Employer to comply fully with this requirement shall render the discipline, discharge or termination null and void.

Notwithstanding the above, nothing in this Subarticle 15.02 shall prevent the Employer from sending an employee home without prior notice pending investigation into alleged serious misconduct of a grievous nature that occurred or that only came to the Employer's attention during the employee's shift. For clarity, such alleged serious misconduct must be such that, if true, it would pose a serious and imminent threat to health, safety, or property, or to the Employer's *bona fide* business interests. The Employer shall, as soon as possible, hold a subsequent investigative and/or disciplinary meeting with the employee at which a Job Steward or other Union representative must at all times be present.

15.03 Notice of or Pay on Termination

If an employee is to be terminated, except as provided in 15.01 above, said employee shall receive two (2) week's notice prior to the date of termination, or two (2) week's wages in lieu of notice, in addition to vacation pay to which the employee is entitled.

15.04 Reinstatement

If upon joint investigation by the Union and the Employer, 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 their former position without any loss of wages, seniority, benefits, rank, and shall suffer no reduction in salary and shall be compensated for all salary lost by such employee retroactive to the date of discharge.

15.05 Employee File to be Purged

Any information, including, but not limited to, letters, records and notes, whether in hard copy or electronic, regardless of wherever filed, related to disciplinary action will be expunged by the Employer from an employee's file after twenty-four (24) months have lapsed without further disciplinary incident. The Employer shall not introduce into evidence in any disciplinary proceeding any information from an employee's file that was, or properly should have been, expunged from an employee's file in accordance with this Subarticle 15.04.

15.06 Access to Personnel File

An employee shall, upon seven (7) days' advance notice to the Employer, have the right to view and receive a copy of their personnel file.

ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES

16.01 Notice of Change to Union

The Employer will provide the Union with at least three (3) months notice of intention to introduce automation, equipment or procedures and/or mergers with other Employers which might result in displacement or reduction of personnel or in changes or job classification.

16.02 Employee Options

In cases where employees are not trainable for available positions or where other positions with the Employer 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 Article, shall receive all the benefits which they had accrued during employment at the end of the recall period, or at such earlier time as they may elect to terminate.

16.03 Parties may Extend Recall Period

A specified extension of the recall period, where recall is applied under Subarticle 16.02 above, may be mutually agreed by the Union and the Employer.

16.04 Severance Pay Due Immediately

Severance pay as provided for in 13.07, shall be due and payable to a displaced employee, immediately upon separation in addition to two (2) week's notice or pay, in lieu of such notice, as defined in 15.02, and all vacation allowances to which the employee may be entitled.

16.05 Additional Severance – Central Dispatch System

It is agreed by the Parties that should a Union member be laid-off or terminated as a result of the establishment of or participation in a Central Dispatch System, those employees affected shall receive an additional one (1) week's pay per year of service to a maximum of six (6) weeks' additional pay, in addition to that provided under 13.07.

16.06 Employer to Train

Where newly created or revised jobs are to be implemented, the Employer, 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.

16.07 Information to Union

The Employer 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

17.01 No Other Agreement

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

17.02 Current Conditions Continued

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.

17.03 Picket Lines

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

17.04 Health and Safety

The Employer agrees to provide a safe, clean, properly lighted, heated and ventilated place of work with restrooms and first aid facilities as required by applicable federal and provincial statute. The Employer further agrees to provide a healthful work environment for all employees including, but not limited to, proper protection for pregnant employees.

Pursuant to Division 4 of the *Workers Compensation Act* there shall be established at the workplace a Joint Health and Safety Committee or a Worker Health and Safety Representative, as the case may be, with the worker representative(s) in either case to be appointed by the Union. Worker representative(s) shall be granted time without loss of pay to exercise functions of this role.

17.05 Pay Days

All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees by midnight of the Saturday preceding such bi-weekly pay day. The Employer agrees to pay all employees not later than noon (12:00 PM) on the following Thursday.

17.06 Vehicle Expenses

Where the Employer requires an employee to use his or her own vehicle on a regular basis, the Employer shall re-imburse the difference between the insurance premiums for personal and business use.

17.07 Employee Transport

An employee required to work on an emergency call in basis between the hours of ten o'clock at night (10:00 PM) and six o'clock in the morning (6:00 AM) and who has no other safe and appropriate means of transportation will be provided by the Employer with transportation from home to work and work to home at no charge to the employee. An employee who remains at their workstation in an emergency and who has no other safe and appropriate means of transportation will be provided by the Employer with transportation from work to home at no charge to the employee.

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01 Grievance Defined

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the Parties to the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable.

18.02 Employer or Union Grievance

Where either Party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance in writing within fourteen (14) calendar days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee, for any reason, does not initiate a grievance in accordance with Subarticle 18.03, 18.04 or 18.05, this will in no way restrict or limit the Union from raising a policy grievance.

The grieving Party shall initiate a policy grievance by letter. Within fourteen (14) calendar days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.

Within fourteen (14) calendar days of the meeting, the Party receiving the grievance shall provide its decision regarding the policy grievance in writing to the grieving Party.

Within sixty (60) calendar days of the receipt of the written response regarding the policy grievance, the grieving Party may refer the grievance to arbitration.

18.03 Termination, Discharge or Lengthy Suspension Grievance

Grievances concerning termination, discharge or lengthy suspension of an employee of more than three (3) days may be submitted by the Union directly to Stage 3 of the grievance process as per Subarticle 18.06 within fourteen (14) calendar days of the issuance of the termination, discharge or lengthy suspension.

18.04 Stage 1

The Parties encourage employees to discuss any dispute or difference relating to this Agreement with their immediate supervisor as soon as possible, and for the purpose of this Subarticle 18.04 not later than fourteen (14) calendar days from the date of the action which led to the dispute or difference. A Job Steward or other Union representative may attend at the option of the employee.

18.05 Stage 2

Should a Stage 1 complaint be unresolved, or should an employee choose to not pursue a matter at Stage 1, a written grievance may be submitted by the Union office to the Employer not later than fourteen (14) calendar days from the date the complaint was first raised at Stage 1 or the date of the action that led to the dispute or difference, whichever is later.

Within seven (7) calendar days of receipt of the grievance at Stage 2, a representative of the Employer will meet with and discuss the grievance as required with a Job Steward and/or other Union representative.

Within seven (7) calendar days of the Stage 2 meeting referenced above, the Employer shall provide its decision in writing to the Union office with a copy to the Job Steward.

18.06 Stage 3

A grievance not settled at Stage 2 may be referred in writing by the Union to Stage 3 within fourteen (14) calendar days of receipt of the Employer's decision at Stage 2.

Within fourteen (14) calendar days of receipt of the Union's referral to Stage 3, a representative of the Employer will meet with a Union representative to discuss and attempt to resolve the grievance.

Within fourteen (14) calendar days of the Stage 3 meeting referenced above, the Employer shall provide its decision in writing to the Union office.

Within sixty (60) calendar days of receipt of the Employer's written reply at Stage 3, the Union may refer the grievance arbitration.

18.07 Time Limits

The time limits set forth in Articles 18, 19 and 20 are directory and may be extended by written mutual agreement between the Union and the Employer.

ARTICLE 19 — ALTERNATE GRIEVANCE PROCEDURE

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 Mr. Vince Ready, or a substitute 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 five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 20 — ARBITRATION

20.01 Arbitration Provision

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 in accordance with this Article 20.

20.02 Notice of Referral to Arbitration

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

20.03 Appointment of Arbitrator

The Parties to the dispute will, within fourteen (14) calendar days, decide upon an arbitrator. Failing agreement upon a person willing to act, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator. Where practicable, hearings shall commence within four (4) months of the appointment of the arbitrator.

20.04 Arbitration Hearing and Award

Upon agreed appointment of an arbitrator, the arbitrator shall hear the Parties, settle the terms of question to be arbitrated and shall endeavour to make their award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The arbitrator shall deliver their 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.

20.05 Arbitration Costs

Each Party shall pay their own costs and expenses of the arbitration and one-half (1/2) the remuneration and disbursements or expenses of the arbitrator.

ARTICLE 21 — DURATION

21.01 Term

This Agreement shall be binding and remain in full force and effect on and after the 1st day of January 2017, to and including the 31st day of December 2021.

21.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement by written notice require the other Party to commence collective bargaining.

21.03 Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining, and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the Parties shall have the right to affect a legal strike, or a legal lockout, as the case may be.

21.04 Exclusion of Operation of Certain Provisions of the *Labour Relations Code*

The Parties agree to exclude the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, or any subsequent equivalent legislative provisions, as may be amended from time to time.

21.05 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.

Signed at _____, BC this ____ day of _____, 2018.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

"Original Signed"	"Original Signed"
Yadwinder Sandhu	Ryan Stewart, Union Representative
"Original Signed"	"Original Signed"
Charanjit Mann	Johnny Jordan, Bargaining Committee

E&OE

APPENDIX A - JOB CLASSIFICATIONS AND HOURLY WAGE RATES

1. HOURLY WAGE RATES IN DOLLARS (\$) PER HOUR

A new employee shall be placed at the "Start" step for the appropriate classification. Following six (6) calendar months since the date of entry into the service of the Employer, the employee shall be placed at the "6 months" step. Following a further six (6) calendar months, the employee shall be placed at the "12 months" step and shall so remain.

Future negotiated increases shall be applied to the full "12 months" wage rate, with the lower steps recalculated based on the full "12 months" rate. Each step, from "Start" to "6 months" and from "6 months" to "12 months", respectively, shall reflect the following percentage increase from the lower step:

Classification	Size of Step
Call Taker	2%
Office Clerk/Call Taker	
Senior Clerk	
Dispatcher/Supervisor	3%

January 1, 2017 to December 31, 2017

	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Call Taker	14.64	14.93	15.23
Office Clerk/Call Taker	14.64	14.93	15.23
Senior Clerk	15.05	15.35	15.66
Dispatcher/Supervisor	18.74	19.30	19.88

Upon ratification of the renewed Collective Agreement, each current employee, including those presently on leave, shall receive a signing bonus of four-hundred fifty dollars (\$450).

January 1, 2018 to December 31, 2018

<u>*+3.5%</u> <u>**+2.5%</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Call Taker*	15.15	15.45	15.76
Office Clerk/Call Taker*	15.15	15.45	15.76
Senior Clerk*	15.58	15.89	16.21
Dispatch/Supervisor**	19.21	19.79	20.38

Upon ratification of the renewed Collective Agreement, each current employee, including those presently on leave, shall receive a wage increase retroactive to January 1, 2018.

January 1, 2019 to December 31, 2019

<u>+2.5%</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Call Taker	15.52	15.83	16.15
Office Clerk/Call Taker	15.52	15.83	16.15
Senior Clerk	16.97	16.29	16.62
Dispatch/Supervisor	19.69	20.28	20.89

January 1, 2020 to December 31, 2020

<u>+2.5%</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Call Taker	15.91	16.23	16.55
Office Clerk/Call Taker	15.91	16.23	16.55
Senior Clerk	16.38	16.71	17.04
Dispatch/Supervisor	20.18	20.79	21.41

January 1, 2021 to December 31, 2021

<u>+2.5%</u>	<u>Start</u>	<u>6 months</u>	<u>12 months</u>
Call Taker	16.30	16.63	16.96
Office Clerk/Call Taker	16.30	16.63	16.96
Senior Clerk	16.79	17.13	17.47
Dispatch/Supervisor	20.69	21.31	21.95

2. JOB DESCRIPTIONS

Office Clerk:

A worker, with or without supervision, whose duties may include:

- answering phones – taking messages;
- performing of Dispatch relief;
- filing charges;
- totalling charges into batches;
- processing Visa and Master Card slips;
- general in door clerical work as required;
- the running of miscellaneous errands included but not limited to dropping off and picking up cars when the mechanics are too busy.

Call Taker:

A worker, with or without supervision, whose duties may include:

- receiving telephone requests for taxis;
- entering details of such requests into the computer;
- receiving other calls of a general nature;
- performing dispatch functions for up to fifteen (15) minutes at time to relieve the dispatcher twice per day;
- related clerical duties.

Dispatcher/Supervisor:

A worker, with or without supervision, whose duties, in addition to those of the Call Taker, may include:

- using the radio and/or the computer to monitor the dispatch of taxis to the requests,
- maintaining the order and discipline of the fleet in accordance with the Employer's published guide lines.

3. INACTIVE POSITIONS

The following classifications, properly within the bargaining unit, are presently inactive:

- Mechanic
- Apprentice Mechanic
- Mechanic's Helper
- Bookkeeper
- Fuel Jockey

If any of the above "garage" classifications is made active, the provisions of Appendix A, Appendix B and Letter of Understanding #1, as applicable, in the January 1, 2012 to December 31, 2016 Collective Agreement shall be the minimum terms and conditions for any such classification and shall so apply except as otherwise agreed by the Parties.

LETTER OF UNDERSTANDING #2

BETWEEN: Richmond Cabs Ltd.

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

RE: Senior Clerk

It is understood and agreed that if an emergency exists, the Employer may perform the following duties:

1. credit card processing and related duties; and
2. sorting and batching of charge slips.

It is further understood and agreed that no bargaining unit member will lose any hours of work or wages during such emergencies.

It is further understood that a job description covering this job will be drafted by the Union.

Signed at _____, BC this ____ day of _____, 2018.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"Original Signed"	"Original Signed"
Yadwinder Sandhu	Ryan Stewart, Union Representative
"Original Signed"	"Original Signed"
Charanjit Mann	Johnny Jordan, Bargaining Committee

LETTER OF UNDERSTANDING #3

BETWEEN: Richmond Cabs Ltd.

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

Mr. Baliss shall have his vacation pay adjusted to six (6%) percent effective January 1, 2008 and then to eight (8%) percent effective January 1, 2011. Such adjustment is to apply only to vacation pay and is in recognition of Mr. Baliss's previous lengthy service.

Signed at _____, BC this ____ day of _____, 2018.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

"Original Signed"	"Original Signed"
Yadwinder Sandhu	Ryan Stewart, Union Representative
"Original Signed"	"Original Signed"
Charanjit Mann	Johnny Jordan, Bargaining Committee

LETTER OF AGREEMENT #1

BETWEEN: Richmond Cabs Ltd.

AND: MoveUP (Canadian Office and Professional Employees Union, Local 378)

The Parties agree to provide "blue circle" wage treatment to Oldrich Klos in the Senior Clerk classification whereby his current wage rate is maintained and adjusted for negotiated general increases as follows:

<u>Jan. 1, 2017 to Dec. 31, 2017</u>	<u>Jan. 1, 2018 to Dec. 31, 2018</u> <u>+2.5%</u>	<u>Jan. 1, 2019 to Dec. 31, 2019</u> <u>+2.5%</u>	<u>Jan. 1, 2020 to Dec. 31, 2020</u> <u>+2.5%</u>	<u>Jan. 1, 2021 to Dec. 31, 2021</u> <u>+2.5%</u>
<u>\$17.29</u>	<u>\$17.71</u>	<u>\$18.16</u>	<u>\$18.61</u>	<u>\$19.08</u>

This Letter of Agreement shall be appended to and form part of the Collective Agreement.

Signed at _____, BC this ____ day of _____, 2018.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

"Original Signed"	"Original Signed"
Yadwinder Sandhu	Ryan Stewart, Union Representative
"Original Signed"	"Original Signed"
Charanjit Mann	Johnny Jordan, Bargaining Committee