

MEMORANDUM OF AGREEMENT

BETWEEN:

KELOWNA CABS

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include an agreement in principle on all provisions between the parties with respect to the April 2018 round of collective bargaining.
2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from January and April 2018 collective bargaining, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. Without limiting the generality of the foregoing, it is agreed that all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union and included, or deemed to be included, in the Collective Agreement in force and effect between the Parties from (June 1, 2013) to (May 31, 2017) shall be included, or shall be deemed to be included, in the successor Collective Agreement between the Parties arising out of this Memorandum Of Agreement, except as expressly provided otherwise by this Memorandum.
3. It is agreed that the terms and conditions of the attached amendments (Appendix "A") to the Collective Agreement in force and effect between the Employer

and the Union from inclusive, shall be included in the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum.

4. All the terms and conditions to be included in the aforesaid successor Collective Agreement between the Parties shall be effective on the date of ratification of this Memorandum, except as expressly provided otherwise by this Memorandum.

5. Upon ratification by both Parties in accordance with this Memorandum, the following provisions shall come into force and effect and shall be fully retroactive to and including (June 1, 2017):

(a) Amending Headings:

- Article 5- ~~Definition of Employees~~ Employee Categories
- Article 7- ~~Statutory Paid Holidays~~
- Article 12- ~~Job Posting~~ Postings, Promotions and Transfers
- Article 16- Discipline, Discharge and Termination

(b) The following list represents changes to the collective agreement which both parties have agreed:

- Housekeeping-various
- Article 1.02- Human Rights
- Article 2- Union Security and Recognition
- Article 3- Union Representation
- Article 4- The Rights of the Employer
- Article 5- Probationary Period
- Article 5.02- ~~Full-Time Employees~~ Full-Time Regular Employee
- Article 5.03- ~~Part-Time Employees~~ Regular Employee
- Article 5.04- ~~Casual Employees~~ Employee
- Article 6.01- Shift Schedules
- Article 6.02- Lunch Period
- Article 6.03- Rest Periods and Refreshments
- Article 6.04- Overtime Premiums on a Scheduled Day of Work
- Article 6.05- Overtime on a Scheduled Day Off
- Article 6.06- Additional Meal Period
- Article 6.10- Transportation on Emergency Call-In
- Article 6.11- Shift Premium
- Article 7.01- Paid Holidays Observed
- Article 7.02- Work on Paid Holidays
- Article 9.02- Compassionate Bereavement Leave
- Article 9.03- Unpaid Leave of Absence
- Article 9.05- Maternity Pregnancy and Parental Leave
- Article 9.06- Compassionate Care Leave
- Article 9.07- Gender Transition Leave
- Article 9.08- No Diminishment
- Article 10.01- Sick Leave
- Article 10.02- Medical Services Plan

- Article 10.03- Group Life Insurance Plan
- Article 10.04- Dental Plan
- Article 10.05- Extended Health and Vision Plan
- Article 10.06- Retirement Savings
- Article 11.01- Classification and Wages
- Article 11.02- No Reduction in Pay of Increase in Hours
- Article 11.04- Pay Equity
- Article 12.01- Internal Hiring
- Article 12.02- Job Vacancies
- Article 12.03- Emergency Vacancies Shift Availability
- Article 12.04- Emergency Shift Call-Out Process
- Article 13- Layoff, Recall, and Severance
- Article 14- Seniority
- Article 15- Harassment and Bullying
- Article 16.01 & 16.02- Cause for Discipline & Procedural Rights
- Article 16.04 & 16.05- Employee File & Access to Personnel File
- Article 19- Grievance Procedure
- Article ~~19~~ 20- Privacy
- Article ~~20~~ 21- Alternate Grievance Handling
- Article 21.03- Appointment of Arbitrator
- Article ~~21.01~~ 22.01- Arbitration Provision
- Article ~~22~~ 23- Occupational Health and Safety
- Article 24- Duration
- Appendix A- Job Classification, General Duties, and Hourly Rates
- Appendix B- Retirement Savings Plan Memorandum of Agreement
- LOU 1- Letter of Understanding # 1
- LOU 2- Letter of Understanding # 2
- LOU 3- Letter of Understanding # 3:

(c) Parties have agreed to apply a **general wage increase of 4%** effective June 1, 2017 and a **3% wage increase** effective June 1, 2018 fiscal year. A new wage grid has been negotiated between the parties.

(d) Where the retroactivity described above involves payment of money by the Employer, this shall be done as follows:

(i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum shall be paid by the Employer all retroactive monies to which they are entitled within thirty (30) calendar days of the date of ratification of this Memorandum and each such person shall be paid retroactivity in full by a separate cheque issued by the Employer; and

(ii) Employees whose employment with the Employer terminated between (day after expiry date of predecessor Collective Agreement) and the date of ratification of this Memorandum, inclusive, shall be

sent written notice of their entitlement to retroactive pay pursuant to this Memorandum, which notice shall be sent by the Employer to the last known mailing address of each such person, and these persons shall each then have ninety (90) calendar days from the date of such mailing by the Employer to claim their retroactive pay entitlement.

6. It is mutually agreed that this Memorandum is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this Memorandum unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.
7. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
8. It is mutually agreed that any proposal(s), in whole or in part, of the Employer or the Union, and any related commentary of either Party, arising during negotiations for the successor Collective Agreement referred to in Paragraph(s) 2 and 3 above shall be deemed to be both introduced and withdrawn on a "without prejudice" basis and, accordingly, shall not be introduced as evidence by either the Employer or the Union in any arbitration or any other proceeding in law.
9. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including, but not limited to, this Memorandum in its entirety shall be deemed to be incorporated into the then current Collective Agreement between the Parties as if set forth in full therein in writing, and shall so apply, and any such dispute shall, consequently, be subject to resolution in accordance with the grievance and arbitration procedures contained in said Collective Agreement, save and except as expressly provided otherwise by Paragraph 10 below.
10. It is understood that the successor Collective Agreement arising therefrom, shall be subject to any editorial, renumbering, and/or referencing change(s) deemed necessary by both Parties. In the event of any dispute in these respects, the Parties agree that Mr. Vince Ready shall be empowered to resolve same first through mediation then through final and binding arbitration, if necessary, under the Labour Relations Code of British Columbia, in which case the Parties shall share equally the costs for Mr. Ready's services.
11. All grievances and other disputes involving the Employer and the Union which are not expressly resolved by this Memorandum shall be deemed to be unresolved by this Memorandum.
12. The Employer expressly agrees that no Employee in the bargaining unit shall be disciplined, discharged or in any manner penalized or prejudiced for any conduct or comment by the Employee in relation to the collective bargaining giving rise to

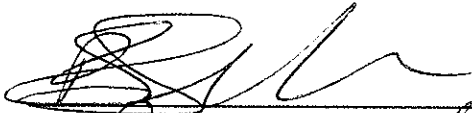
this Memorandum or in connection with any related strike by the Union or any related lockout by the Employer. The Employer further expressly agrees that no legal action arising out of said collective bargaining process shall be either commenced or pursued by the Employer against the Union.

13.

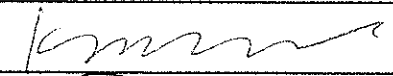
If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.


Signed at Apin Kelowna, B.C. this April day of 26, 2018

FOR THE EMPLOYER



Harman Sandhu

 (EMPLOYER)



LAURA PEREIRA

FOR THE UNION



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4-04 pm
UP 01	Various	<i>Housekeeping</i>	

Gender neutral pronouns

Delete all references in all Articles of the Collective Agreement to "he/she" and "his/her" and replace them with "they" and "their", respectively.

Capitalization of proper nouns

Delete all references in all Articles of the Collective Agreement to "party" and "parties" and replace them with "Party" and "Parties", respectively, where the reference is to either or both Parties to this Agreement, as the case may be.

Delete all references in all Articles of the Collective Agreement to "employer" and replace them with "Employer" where the reference is to Kelowna Cabs (1981) Ltd.

Delete all references in all Articles of the Collective Agreement to "Single Arbitrator", "Arbitrator" and "Arbitration" and replace them with "single arbitrator", "arbitrator" and "arbitration", respectively.

Delete all references in all Articles of the Collective Agreement to "collective agreement" and replace them with "Collective Agreement" where the reference is to the Collective Agreement between the Parties.

Union name

Delete "Canadian Office and Professional Employees Union Local 378" and "Canadian Office and Professional Employees Union, Local 15" and replace with "MoveUP (Canadian Office and Professional Employees Union, Local 378)".

References to Employer

Delete all references in all Articles of the Collective Agreement to "Company" and replace them with "Employer".

Amending and adding headings

Amending headings

Article	Heading
ARTICLE 5	DEFINITION of EMPLOYEES <u>EMPLOYEE CATEGORIES</u>
ARTICLE 7	<u>STATUTORY PAID HOLIDAYS</u>
ARTICLE 12	JOB POSTING <u>POSTINGS</u> , PROMOTIONS and TRANSFERS
ARTICLE 16	<u>DISCIPLINE, DISCHARGE</u> and TERMINATION

Adding headings

Article	Heading
1.01	Purpose
1.03	Application of the <i>Employment Standards Act</i>
6.07	Minimum Overtime Pay on Call-Back or Call-In
6.08	Overtime Based on Seniority
6.09	Time Off in Lieu of Overtime Pay
7.03	Day Off in Lieu of Paid Holiday
7.04	Scheduling Lieu Days
7.05	Holiday Coinciding with Vacation
7.06	Seniority-Based Scheduling
7.07	New Year's Eve Bonus
8.01	Annual Vacation Entitlement
8.01(a)	After one (1) year
8.01(b)	After three (3) years
8.01(c)	After six (6) years
8.01(d)	After eleven (11) years
8.02	Multiple Vacation Periods
8.03	Vacation Selection
8.04	Vacation to be Taken
11.03	New or Reclassified Position
12.06	Trial Period upon Promotion
12.07	Work at Higher Classification
16.03*	Notice of or Pay on Termination
16.04**	Reinstatement
17.01	Notice of Change to Union
17.02	Employee Options
17.04	Severance Pay Due Immediately
17.05	Job Security – Central Dispatch System
17.06	Employer to Train
17.07	Information to Union
18.01	Pay Days
18.02	No Other Agreement
18.03	Current Conditions Continued
18.10	Front Door Access
21.02	Notice of Referral to Arbitration
21.04	Arbitration Hearing and Award
21.05	Arbitration Costs

* Currently Subarticle 16.02; numbering assumes Parties agree to change that results in renumbering. Heading to be added regardless.

** Currently Subarticle 16.03; numbering assumes Parties agree to change that results in renumbering. Heading to be added regardless.

General

The Parties agree that subsequent to a tentative agreement being reached but before the final revised Collective Agreement is formatted and produced, one (1) representative of each of the Parties shall meet to identify and correct any and all non-substantive linguistic, grammatical, numbering, formatting or other like errors or deficiencies, whether pre-existing or arising from amendments made to the Agreement through these negotiations. If either Party does not agree that a matter suggested by the other Party for correction is non-substantive, such matter shall not be addressed. For clarity, the representative of each Party shall be authorized to agree to such corrections, within the limits set out herein, without any further approval required from the principals.

E&OE
Signed off this April day of 25 2018
For the ~~Union~~ Parv Sandhu For the Employer [Signature]



(Canadian Office and Professional Employees Union, Local 378)


KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

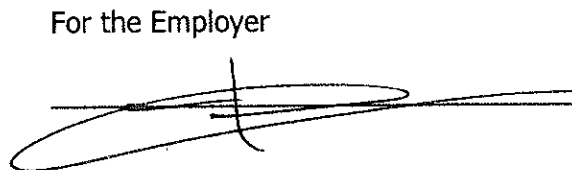
Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:05 pm
UP 02	Article 1.02	<i>Amend</i>	

1.02 Human Rights

The Parties subscribe to the principles of the *Human Rights Code*. For clarity, and without limiting the generality of the foregoing, Neither neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, wages or otherwise because of race, colour, creed, ~~national~~ ancestry, place of origin, religion, age, sex, sexual orientation, gender identity or expression, physical or mental disability, family status or marital status.

E&OE
Signed off this April day of 25 2018

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:05 pm
UP 03	Article 2	<i>Amend</i>	

Note: Includes consequential amendments to Article 18

ARTICLE 2 — UNION SECURITY and RECOGNITION

2.01 Union Recognition

~~This Agreement shall apply solely to~~ 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. ~~Industrial Relations Act and shall be binding on the Company and the Union and their respective successors and assigns.~~ *This Agreement*

2.02 Union Membership

~~All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement. 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, become members of the Union on the first (1st) day of employment with the Employer, and must so remain.~~

~~At least the minimum monthly dues shall be paid by casual employees for all months of employment, and by regular or part time employees for any month which said employee was on leave.~~

2.03 Information to Union

~~The Company further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within thirty (30) days from the date of employment, become and remain members of the 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 two (2) weeks of the date of hiring.~~

2.04

Information for New Employees

~~The Employer will advise new employees of the existence of the local union, and of the requirements of membership which arise out of our agreement.~~

~~The Employer will direct (within 30 calendar days) all new employees concerned to contact the appropriate local Union Representative following commencement of employment with the Employer. A Union Representative shall have a right to meet with each new employee during normal working hours at the employee's work place, within the probationary period, in order to acquaint the employee with the Union. It is understood between the parties that the attendants to the above mentioned meeting shall be the employee and Union only.~~

The Employer shall provide each new employee with a copy of the current Collective Agreement and advise them of the name(s) of and how to contact the Job Steward(s). The Union shall provide the Employer, free of charge, with sufficient copies of the current Collective Agreement for this purpose. The Employer agrees that a Job Steward or other Union representative shall be given an opportunity to meet privately with new employees during regular working hours, without loss of pay for all involved, for one (1) hour within the first thirty (30) calendar days of commencement of employment for the purpose of acquainting the new employees with their rights and obligations as Union members and under the Collective Agreement.

2.05

Union Bug

~~The recognized insignia of the Union shall include the designation "COPE 378" shall be as determined by the Union. This designation shall, at the employee's option, be placed on materials typed, formatted or otherwise prepared by a member of the Union. This designation shall be placed below the signatory initials on typewritten materials.~~

~~Will apply mainly to Bulletins and Memos.~~

2.06

Authorization

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

For clarity, and without limiting the generality of the foregoing, at least the minimum monthly dues shall be paid by casual employees for all months of employment, and by regular employees, whether full time or part time, for any month for which said employee was on leave.

2.07 Remittance to Union

(a) 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) New hires
- ii) Terminations
- iii) Promotions
- iv) Demotions
- v) Lateral transfers
- vi) Employees on extended leave of absence
- vii) Additions or changes to the employee information referenced in Subarticle 2.03

(b) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of fifteen (15) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article 2.

2.08 Loss of Good Standing

An employee who loses their good standing in the Union shall be subject to discharge by the Employer, and shall be discharged within seven (7) days of written demand being given by the Union to the Employer. The Union agrees to indemnify the Employer against any award, judgement, loss or expense arising out of any legal claim made against the Employer by any employee because of their discharge by the Employer at the request of the Union pursuant to the provisions of this Subarticle 2.08.

2.09 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.

2.10 Bulletin Boards

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

Consequential amendments

18.04 ~~Sub Contracting~~

~~No office 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 upon mutual agreement.~~


18.06 ~~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.~~

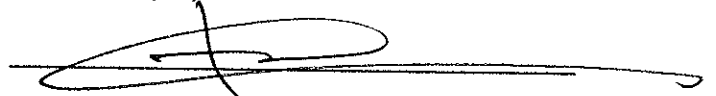
E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:11 pm
UP 04	Article 3	<i>Amend</i>	

Note: Includes a consequential amendment to Article 9.

ARTICLE 3 — UNION REPRESENTATION

3.01 Union Representatives

~~The Company shall recognize the Representative(s) selected by the Union for matters pertaining to 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.~~

- ~~(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 or representatives. The Employer shall, to the extent specified in this Agreement and the *Labour Relations Code*, cooperate with those persons in the performance of their duties on behalf of the Union and/or its membership employed by the Employer.~~
- ~~(b) The Employer shall, upon written request from the Union at least two (2) weeks in advance, grant a leave of absence for any of its employees selected by the Union under this Subarticle 3.01.~~
- ~~(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

~~The Representative(s) 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 obtain authorization from the Company as to appropriate time for such contact before meeting the employees, and such authorization shall not be unreasonably withheld by the Employer.~~

3.03 Office Job Stewards

- (a) ~~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~~ recognizes the Union's right to select at its sole discretion Job Stewards to represent employees in matters pertaining to this Agreement and shall recognize Job Stewards so appointed.
- (b) ~~The Union shall inform~~ provide the Company a list of the names of the Office Steward(s) employees appointed as Job Stewards and shall notify the Employer, in writing, of any changes thereto.

3.04

- (c) ~~The Office Steward(s)~~ Job Stewards may; investigate complaints, investigate and process grievances, attend grievance meetings, supervise during ratification votes, attend meetings called by the Employer, post and distribute Union bulletins, surveys and other materials, or confer with the ~~Representative(s)~~ representatives of the Union during regular working hours, without loss of pay. ~~The Steward(s)~~ Job Stewards will obtain permission from their ~~management~~ immediate supervisor for such purposes and such permission will not be unreasonably ~~denied~~ withheld.

3.05

- (d) ~~The Office Stewards~~ Job Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

3.06 3.04 Privileged Communication

~~All conversations between Office~~ communication among Job Stewards, Union representatives and grievors employees pertaining to terms and conditions of employment or pertaining to any matter in or under the Collective Agreement shall be considered privileged. The Parties agree that this privilege would lend itself to a trust relationship that must exist between Stewards and members.

3.07 3.05 No Discrimination for Union Activity

The Company shall not discharge, discipline, interfere with, restrict, coerce or otherwise discriminate against any member of the Union for participation reason of membership or activity in, or for legitimate action on behalf of, the Union, or for the exercise of rights provided by this Agreement or applicable general law.

Consequential amendment

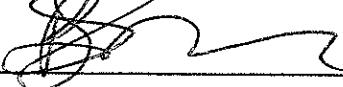
9.01 Union Business

~~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 Company, in writing, as much notice as possible.~~


E&OE

Signed off this April 2 day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:13 PM
UP 05	Article 4	<i>Amend</i>	

Note: Includes a consequential amendment to Article 5. The proposed Subarticle 4.02 would replace the existing Subarticle 5.05.

ARTICLE 4 – THE RIGHTS of the EMPLOYER

4.01 Management Rights

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

4.02 Employer Policy

The Employer shall have the right to make, alter and eliminate, from time to time, procedures, policies, rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement. The Employer shall provide a copy of all procedures, policies, rules and regulations to the Union, and shall promptly forward to the Union any amendments thereto. Where a procedure, policy, rule or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

Consequential amendment

~~5.05~~ The Company 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.

E&OE
Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:14 pm
UP 06	Article 5.01	Amend	

5.01 Probationary Period

~~All newly hired employees, except casual employees, will be considered probationary for the first sixty five (65) calendar days of employment. Casual employees transferred to or attaining regular status will not be required to serve a probationary period, provided they have completed at least one hundred (120) calendar days of employment or sixty five (65) shifts whichever occurs first.~~

A new 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. A casual employee who is transferred or who posts into a regular position, or who is reclassified as a regular employee pursuant to Subarticle 5.04 below, shall retain credit for probationary time served as a casual employee.

E&OE
Signed off this April day of 25 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:17 pm
UP 07	Article 5.02	Amend	

5.02 ~~Full-time Employees~~ Full-Time Regular Employee

A full-time employee is ~~any person employed~~ an employee engaged on a full-time permanent an ongoing 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. A full-time employee will be regularly scheduled ~~from~~ for ~~between~~ thirty-two (32) ~~to~~ and forty (40) hours per week.

E&OE
Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 12, 2018	Time: 3:35pm
UP 8	Article 5.03	Amend	

5.03 Part-Time Employees Regular Employee

A part-time regular is any person hired to work an employee engaged to work regular hours and/or days on a continuing an ongoing basis but less than the normal working hours in a month and whole duties fall within the bargaining unit as defined in Article 2, Section 1 of this Agreement. A part-time employee will be regularly scheduled for between sixteen (16) and twenty four (24) thirty two (32) consecutive hours 3 consecutive days per week. Notwithstanding the foregoing, the hours of a part-time regular employee may be extended temporarily up to a maximum of forty (40) hours per week for a period not to exceed two (2) weeks in any three (3) month period to cover unforeseen operational requirements of the business. Part-time regular employees shall be covered by and subject to all terms and conditions of this Agreement except as otherwise specified in this Agreement, and then only to the extent so specified.

E&OE
Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:19 pm
UP 09	Article 5.04	Amend	

Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

5.04 Casual Employees Employee

A casual employee is ~~one (1) an employee~~ hired for hours of work in excess of the ~~scheduled full-time hours~~ solely to augment the regular work force for vacation relief, unusual peak workloads or emergencies. The Employer expressly agrees that it may employ casual employees only if and when insufficient work exists to employ additional part-time regular or full-time regular employees to perform such work. For clarity, the Parties agree that the Employer shall, wherever practicable, employ regular employees for work of an ongoing nature, and existing casual employees shall be given preference for such work. Such Casual employees shall be paid not less than the hourly rate as established in Appendix "A" of this Agreement. On-call/casual employees can be regularly scheduled up to sixteen (16) hours per week.

E&OE
Signed off this April day of 25 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 12, 2018	Time: 3:45PM
UP 10	Article 6.01	<i>Amend</i>	

Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

6.01 Shift Schedule

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

(a) The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods, ~~for five (5) consecutive days and/or a mutually agreed equivalent.~~ Management retains the right to may split a shift for staff reasons but only upon the approval of the employees being requested to change mutual agreement of the Union. ~~Approval of casual and part-time employees to split shifts is not required.~~

(b) A regular work week for a full-time regular employee shall consist of a minimum either thirty-two (32) hours and a maximum of or forty (40) hours per week to be worked on four (4) or five (5) consecutive days, respectively , subject to Clause 6.01 (e) below. ~~A regular work day shall consist of eight (8) hours.~~ Work week shall start with Sunday day shift. Upon request of an employee , the Employer may, at its sole discretion allow that employee to work on non-consecutive days, with such discretion to be exercised reasonably, fairly and in non-arbitrary and non-discriminatory manner. If the Employer wishes to reduce the regular weekly hours of a regular full-time employee employed for forty (40) hours per week down to thirty (32) hours per week, any such reduction shall be treated as a layoff.

(c) A regular work week for a part-time regular employee shall consist of either sixteen (16) or ~~twenty four (24) hours~~ thirty-two (32) hours per week to be worked in regular work days pursuant to Clause 6.01 (a) above. A part-time regular employee shall be scheduled to have at least (2) consecutive days free from work each week. If the Employer wishes to reduce the regular weekly hours of a regular part-time employee employed for ~~twenty four (24) hours~~ thirty-two (32) hours to sixteen (16) hours per week, any such reduction shall be treated as a layoff.

(d) ~~Each full time and part time office employee~~ shall have an established shift falling within the hours set out herein:

~~Monday to Friday inclusive between the hours of 8:00am and 5:00pm.~~

(e.) Each full time and part time Dispatch/Call-Taking employee shall have an established shift falling within the hours set out herein:

Dispatchers & Call Takers:

Dayshift: 6:00am-8:00am to 2:00pm-4:00pm

Afternoon: 2:00pm-4:00pm to 10:00pm-12:00am

Graveyard: 10:00pm-12:00am- 6:00am-8:00am

(f.) Shift Shuttle Bid

In mid-December mid-November and mid-June-mid-April, the above Dispatch/Call taking shifts shall be Posted for re-bidding in order of seniority. Upon completion of the rebidding, not later than mid-January and mid-July, respectively, the new shifts shall be implemented for the next (6) months. The parties may agree to forego a shift bid so long as there is mutual agreement between the Union and the Employer.

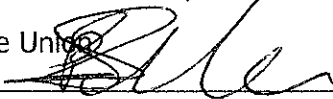
(g) Shifts for Casual Employees

A casual employee shall work a minimum of four (4) per shift within the relevant parameters of this Subarticle 6.01. If the Employer requires a casual employee to work for fewer than four (4) hours, the casual employee shall be paid as if they had worked four (4) hours.

E&OE

Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)


KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:26 pm
UP 11	Article 6.02	<i>Amend</i>	

6.02 Lunch Period

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, except that an employee who works a shift of no longer than four (4) hours shall not be entitled to a lunch period. Where the Company's work schedule for ~~Telephone Operators and Call Takers, Dispatchers and Dispatch Supervisors~~ prohibits a lunch period by virtue of no coverage being available, the affected employee(s) who work more than seven ~~(7)~~ four (4) consecutive hours without a lunch period shall be paid an additional three quarters (3/4) of an hour per day at each employee's current pro-rated hourly rate, in lieu of a thirty (30) minute lunch period. ~~Similarly, those who work more than five (5) hours up to and including seven (7) hours shall be paid an additional half (1/2) hour. Those working five (5) or fewer hours do not get any additional pay for working through their lunch hour.~~

E&OE
Signed off this April day of 25 2018

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:27pm
UP 12	Article 6.03	<i>Amend</i>	

6.03 Rest Periods and Refreshments

Each employee shall be allowed to have coffee refreshments at his/her desk during the employee's shift, and to stand, stretch, walk around and otherwise rest as operational needs allow. without loss of pay, in lieu of relief periods. The Company ~~further agrees to~~ shall provide a refreshment service for the employees.

E&OE
Signed off this April day of 25 2018

For the Union, 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:29 pm
UP 13	Article 6.04	<i>Amend</i>	

6.04 Overtime Premiums on a Scheduled Day of Work

All time worked before or after the regularly established working day for a regular employee, or the scheduled shift of a casual employee, shall be considered overtime and be paid for at one hundred and fifty (~~150%~~) per cent (150%) of the employee's ~~pro-rated~~ regular hourly rate for the first two (2) hours and ~~double~~ two-hundred per cent (200%) 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 shall be considered overtime and paid for accordingly.

E&OE

Signed off this April day of 25 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time:
UP 14	Article 6.05	<i>Amend</i>	

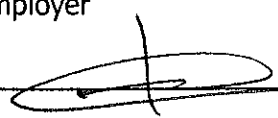
Note: This Subarticle is incorrectly numbered in the current Agreement as a second Subarticle 6.04.

6.04 6.05 Overtime on a Scheduled Day Off

All time worked by a ~~full-time regular forty (40) hour~~ employee on his/her regular day off shall be considered as overtime and shall be paid at the rate of one hundred and fifty per cent (150%) of the employee's ~~pro-rated regular~~ hourly rate for the first ~~four (4)~~ two (2) hours and ~~double two hundred per cent (200%)~~ of the employee's regular rate for each hour worked thereafter. Any overtime worked on a scheduled day off in excess of eight (8) hours in a day shall be considered double overtime and shall be paid in accordance with Subarticle 6.04 above, except that the rate on which double overtime pay is calculated shall be the overtime rate. Notwithstanding the provisions of Section 4 above, all time worked by the ~~thirty-two (32) hour regular employees, part-time regular employees or casual employees in excess of forty (40) hours per week~~ shall be considered as overtime and shall be paid in accordance with the Employment Standards Act.

E&OE
Signed off this April day of 25 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:27 1:37pm
UP 15	Article 6.06	<i>Amend</i>	

6.06 Additional Meal Period

Any ~~full-time regular~~ employee requested to work overtime beyond the regular eight hour work day shall ~~be allowed~~ take a ~~one-half (1/2) hour~~ meal period of thirty (30) minutes at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed by the Employer and the employee.

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 by the employee and with the Company. The length of time off with pay shall be equal to the ~~straight time equivalent to the~~ overtime earnings, e.g. overtime worked at one hundred fifty percent (150%) of an employee's regular rate will be taken off in lieu at a rate of one and one half (1.5) hours for each hour so worked.

E&OE

Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:34 pm
UP 16	Article 6.10	<i>Amend</i>	

6.10 Transportation on Emergency Call-In

All employees required to work on an emergency call in basis between the hours of midnight to 0600 hours and who have no other means of transportation that the Company will provide transportation but payment by the Company will be to a maximum of ten dollars (\$10.00) will be provided with transportation from the Employer from and to home at no charge to the employees. For any employee who remains at his/her work station in a an emergency situation and has no other means of transportation, the Company will provide transportation but payment will be to a maximum of ten dollars (\$10.00) will be provided with provided with transportation from the Employer to home at no charge to the employee.

E&OE
Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:34 pm
UP 17	Article 6.11	<i>Amend</i>	

6.11 Shift Premium

Shift premiums will be paid for all hours worked on the graveyard shift, ~~including part-time regular shifts,~~ at the rate of fifty cents (50¢) per hour premium for each such shift worked. Any dispatcher shall receive a shift premium of fifty cents (50¢) per hour for all hours worked when working alone (no call taker).


E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:35 pm.
UP 18	Article 7.01	Amend	

7.01

Paid Holidays Observed

regular
^

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

New Years Day	Good Friday	BC Day
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Family Day	

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

and any other day that ~~may be stated~~ is declared a legal holiday by the Provincial, Civic and/or Federal Government ~~federal, provincial and/or civic governments~~. The Company further agrees that should ~~one any~~ any of the above ~~Statutory Holidays~~ paid holidays fall on a ~~regular~~ an employee's regularly scheduled day(s) day off, the employee shall receive ~~an additional day or day(s) off, with pay~~ a regularly scheduled working day off with pay in lieu.

- (b) ~~Non-Christian Faith~~ Religious Accommodation
Where an An employee ~~is of faith other than Christian~~ he/she shall be allowed to transfer any or all of the ~~above ten (10) named statutory paid holidays in Clause 7.01(a) above~~ to some other day of religious significance in his/her faith.

E&OE
Signed off this April day of 26 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:38pm
UP 19	Article 7.02	<i>Amend</i>	

7.02 Work on Paid Holidays

- (a) Work performed by a ~~full-time~~ any employee on the above ~~Statutory Holidays, paid holidays~~ will be paid for at the rate of one hundred and fifty ~~(150%)~~ per cent (150%) of the employee's regular rate of pay, in addition to another day off with pay for that day. Any employee who qualifies for ~~Statutory Holiday paid holiday~~ pay at the rate of one hundred and fifty ~~(150%)~~ per cent (150%) of the ~~employees~~ employee's regular pay and an additional day off may, at the employee's option and if mutually agreed by management, instead elect to receive two hundred and fifty ~~(250%)~~ per cent (250%) of the employee's regular rate of pay for such ~~Statutory Holiday paid holiday~~. The Employer shall solicit, and the employee shall indicate, The the choice of a specific day off or the monetary option ~~must be designated~~ within seven (7) days prior to or seven (7) days following the ~~Statutory Holiday paid holiday~~.
- (b) All time worked by a ~~full-time~~ any employee on a day granted in lieu of the ~~Statutory Holiday paid holiday~~, as provided in ~~Section 1 Subarticle 7.01~~ above, shall be considered overtime and paid at one hundred and fifty ~~(150%)~~ per cent (150%) of the employee's prorated hourly rate.
- (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 pro-rated day's pay as prescribed by the Employment Standards Act for the Statutory Holiday.~~
- (d) ~~Should a part-time or casual employee be required to work on a Statutory Holiday as per Section 1 above, the rate of pay shall be one hundred and fifty (150%) per cent of the employee's regular rate of pay, and if the employee qualifies per Section C, payment will be as per Employment Standards Act.~~

E&OE
Signed off this April day of 25 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:29pm
UP 20	Article 9.02	<i>Amend</i>	

9.02 Compassionate Bereavement Leave

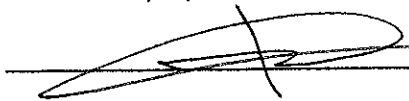
In the case of death in the immediate family, ~~i.e. husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, grandchild, sister or brother, a Full-time regular employee shall be granted three (3) working days leave of absence with full pay~~ an employee shall be granted a leave of absence with 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 living in the employee's household or with whom the employee lives in a familiar relationship. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off. ~~Proof of relationship to the deceased will be provided by employee if requested.~~

E&OE
Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:40pm
UP 21	Article 9.03	<i>Amend</i>	

9.03

Unpaid Leave of Absence

(a) Employees who have completed two (2) or more years of service with the Company may apply for and, ~~receive,~~ where practical practicable shall be granted, a leave of absence of up to two (2) weeks, without pay, to be taken in an unbroken sequence.

~~**Note:** It is understood and agreed that the employee will provide the Company with as much time as possible to give consideration to the leave applied for and that the Company will have the final say taking into account the needs of the Company.~~

E&OE

Signed off this April day of 25 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:41 pm
UP 22	Article 9.05	<i>Amend</i>	

9.05

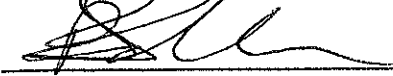
Maternity ~~Pregnancy~~ and Parental Leave

Leave of absence for ~~maternity and parental leave~~ 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~~" Employment Standards Act. Such leave will not affect sick leave entitlement or seniority.

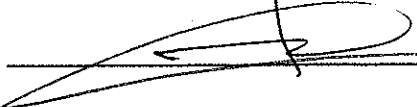
E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:47pm
UP 23	Article 9.06	NEW	

9.06 **Compassionate Care Leave**

Compassionate care leave shall be granted to an employee in accordance with the *Employment Standards Act.*

E&OE
Signed off this April day of 25 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:22 pm
UP 24	Article 9.07	NEW	

9.07 Gender Transition Leave

An employee who provides a 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. The Employer will proactively ensure a work environment free of harassment or discrimination on the basis of gender identity or expression.

E&OE

Signed off this

April

day of

25

20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:43pm
UP 25	Article 9.08	NEW	


9.08 No Diminishment

Notwithstanding anything, the Employer agrees that no employee shall suffer downgrading of their employment category, loss of seniority, loss of benefit entitlement or any other change in condition of employment, penalty or prejudice whatsoever, as a result of their time away from work on any approved leave of absence under this Article 9 or any other Article in this Agreement, provided that the employee's membership in the Union remains in good standing.

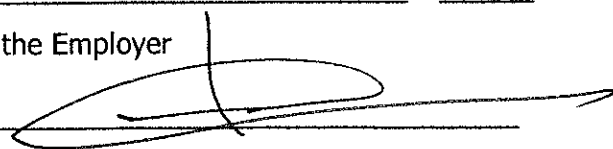
E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: April 12, 2018	Time: 3:45 PM
UP 26	Article 10.01	Amend	

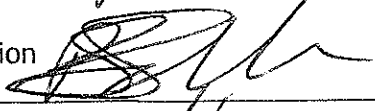
Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

10.01 Sick Leave

(a) ~~Full-time Employees averaging more than three (3) work days per week in a month will be entitled to~~ The Employer shall allow each full-time regular employee one (1) sick 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 either a pro-rated share of the above entitlement based on actual hours normally worked calculated against a thirty-two (32) hour work week, or one-half (1/2) working day per month sick leave with full leave, whichever is greater, with a maximum credit of twelve (12) days per year. Such sick leave may be accumulated from month to month and year to year to maximum of twenty-four (24) actual working days.

(b) ~~Where an employee will be absent more than 2 days, the employee is required to big a Doctor's note. The Employer may request a doctor's note for single absences due to illness or injury for more than three (3) consecutive days, with any cost of securing such a note to be promptly reimbursed to the employee by the Employer. An Employee who is absent more than four (4) times in any one (1) calendar year involving absences of three (3) or less days may be required to provide a doctor's note at every instance, with any cost of securing such a note to be promptly reimbursed to the employee by the Employer.~~ borne by

E&OE
Signed off this April day of 12 2018

For the Union 
Parm Sandhu

For the Employer
Melissa Jewo



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 1647
UP 27	Article 10.02	<i>Amend</i>	

10.02 Medical Services Plan

~~The Employer agrees to maintain a enrol employees in and pay full premiums for the Medical Services Plan for the employees. The Employer shall pay one hundred per cent (100%) of the premium cost. Individual, couple or family enrolment will be provided by the Employer at the option of the employee. If the Employer shall realize any savings in premium payments by virtue of any reduction in or elimination of the same, all such savings shall be reallocated towards improving and/or expanding other health and/or welfare benefits provided to the employees, the details of such reallocation to be agreed upon by the Employer and the Union and enshrined in the Collective Agreement at such time. The cost of any reinstatement and/or increase(s) in premium payments shall be borne by the Employer.~~

E&OE

Signed off this April day of 26 20 18

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:46 pm
UP 28	Article 10.03	<i>Amend</i>	

10.03 Group Life Insurance Plan

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

- (a) Participation in the Plan by each ~~full-time~~ regular employee covered by this Agreement is a condition of employment.
- (b) Coverage will commence on the first (1st) of the month following completion of ninety (90) days' employment.
- (c) Benefits shall be in the sum of twenty-five thousand (~~\$25,000.00~~) dollars (\$25,000.00) covering death from any cause and including similar benefits for accidental death and dismemberment.
- (d) The Employer shall pay one hundred per cent (100%) of the premium cost.

E&OE

Signed off this

April

day of

25

20 *18*

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:47 pm
UP 29	Article 10.04	<i>Amend</i>	

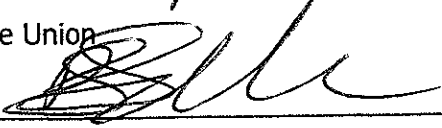
Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

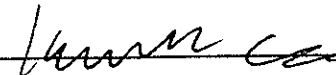
10.04 Dental Plan

The ~~COPE Local 378~~ Union prepaid Dental Plan, or equivalent, shall be ~~made~~ provided to all ~~full-time~~ regular employees desiring same. Premium costs shall be paid by the Employer.

Coverage is: PART A - 80%
 PART B - 50%

E&OE
Signed off this April day of 26 2018

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:47 pm
UP 30	Article 10.05	<i>Amend</i>	


Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

10.05 Extended Health and Vision Plan

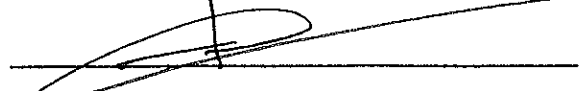
The Employer agrees to provide an ~~Extended Health Plan~~ extended health and vision plan for the all regular employees with the ~~Agency of Record~~ agency of record. There shall be no decreases in coverage during the term of this agreement, and any changes to the benefits plan shall require the agreement of the Union. The Employer shall pay one hundred per cent (100%) of the premium cost.

E&OE
Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 26, 2018	Time:
UP 31	Article 10.06	<i>New</i>	

10.06 Retirement Savings

Please refer to Appendix B- Memorandum of Agreement Retirement Savings Plan

E&OE

Signed off this April day of 26 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

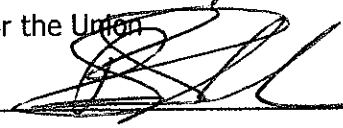
Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:48 pm
UP 32	Article 11.01	<i>Amend</i>	

11.01 Classifications and Wages

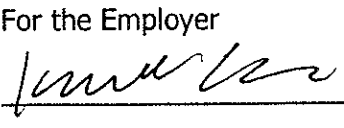
Employees shall be classified in accordance with the skills used and shall be paid ~~not less than~~ the ~~minimum~~ rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.

E&OE
Signed off this April day of 26 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:49 pm
UP 33	Article 11.02	<i>Amend</i>	

11.02 No Reduction in Pay or Increase in Hours


~~It is expressly understood and agreed that the salaries herein provided are minimum scales. 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 their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix A.~~

E&OE
Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 4:59 PM
UP 34	Article 11.04	<i>Amend</i>	


11.04 Pay Equity

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


E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:00pm
UP 35	Article 12.01	<i>Amend</i>	

12.01 Internal Hiring

It is the intention of the The Company to shall 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.

E&OE
Signed off this April 25 day of 25TH 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

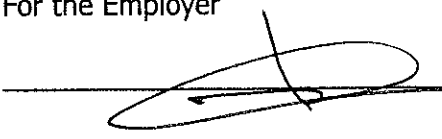
Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:01 pm
UP 36	Article 12.02	<i>Amend</i>	

12.02 Job Vacancies

Notice of all job vacancies of one calendar week or more shall be posted on the office bulletin board for ~~forty-eight (48) hours~~ five (5) days and will include job title, job group and brief description of the job duties and qualification qualifications required. Postings shall be emailed at the time of posting to the Union and to all employees who have provided the Employer with an email address. Those employees who make application during this ~~forty-eight (48) hour~~ five day 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 ~~may~~ shall have the right to refer qualified employees from its unemployed roster.

E&OE
Signed off this April day of 25 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)


**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**


Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:10 pm
UP 37	Article 12.03	<i>Amend</i>	

12.03 Emergency ~~Vacancies~~ Shift Availability

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

E&OE
Signed off this April day of 25 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)


Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: Still pm
UP 38	Article 12.04	<i>Amend</i>	

12.04 Emergency Shift Call-Out Process

The Employer shall telephone employees in order of seniority, from greatest to least, to offer emergency shift work arising under Subarticle 12.03. If the manager is calling to fill a vacancy for the emergency shift is to be worked on the same day or for the next day, he the Employer may by pass any answering machines forego leaving a voicemail message and offer the shift to the first eligible employee who live answers the call. If there is the Employer has more than one day's notice of the vacancy emergency shift and the eligible employee does not live answer the call, the manager Employer shall leave a message and ask that shall provide the employee at least two (2) daytime hours in which to respond before 4:00 p.m. or risk being by passed, after which time the Employer may then offer the emergency shift to the next eligible employee.

E&OE
Signed off this April day of 25 20 18

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:18 pm
UP 39	Article 13	<i>Amend</i>	

ARTICLE 13 — LAYOFF, RECALL and SEVERANCE

13.01 **Layoff Procedure**

If a reduction of staff 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 such 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 ~~the same or lower~~ any classification, providing such employees have the necessary qualifications and seniority.

13.02 **Notice of Layoff to Employee**

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

13.03 **Eligibility for Recall List**

Any regular ~~or 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.

13.04 **Recall Procedure**

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 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 or possibly ~~lose rights of seniority and recall be bypassed for the vacancy in question;~~ 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.

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 ~~a similar~~ any 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.

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

Severance pay shall be paid to employees who have service of ~~one (1) year and six (6) months~~ or more with the Company, who are terminated due to consolidation, reduction of office staff, 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 twelve (12) weeks~~. Such severance pay shall be ~~pro-rated~~ prorated for part-time employees, i.e. e.g. an employee who works three (3) days per week and who otherwise qualifies, will receive twelve (12) weeks' severance pay of three (3) days each.

13.08 Notice to Union

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


E&OE

Signed off this April day of 25 20 19

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:32 pm
UP 40	Article 14	<i>Amend</i>	

ARTICLE 14 — SENIORITY

14.01 Commencement of Seniority Accrual

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

14.02 Seniority Defined

Seniority shall mean length of continuous service with the Company and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

14.03 Full-Time Regular List

Regular full-time employees shall have their seniority records kept on the full-time regular list in order of original date of employment. Regular part-time employees shall accrue seniority on the regular list on the basis of hours worked in accumulation.

14.04 Part-Time/Casual List

~~Regular part-time and casual~~ Casual employees shall accrue seniority on the basis of the hours worked in accumulation for the purpose of job selection, promotion and shift selection only. Such seniority records shall be kept on a separate ~~part-time/casual~~ seniority list which shall be subordinate to the regular (full-time) list.

~~14.05~~ Part-Time Employees

~~Any part-time employee with the seniority and the ability can take a regular job if it should become vacant. Part-time seniority will only be used for purposes of promotions, lateral transfers, demotions due to reduction of staff, exercising "bumping privileges" or bidding on the semi-annual posting.~~

~~14.06~~ Casual Employees

~~Casual seniority shall only be used for bidding on the semi-annual posting. Casual employees who attain full-time or part-time status shall be subject to the probationary period and shall have seniority credited from the date of entry as a regular (full or part-time) employee of the Company. If the least senior casual in the bargaining unit refuses to work a shift, after 3 refusals, they can be dismissed.~~

14.07 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.

14.08 Seniority in case of Layoff

An employee laid-off and placed on the recall list under ~~Article 13, Section 1 Subarticle 13.01~~, will retain but will not accumulate seniority during the period of lay-off.

14.09 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.

14.10 Seniority Lists Posted

Within the office, the Company shall post and maintain separate seniority listings for the regular full-time and the ~~part-time/casual~~ employees. 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.~~

E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:30pm
UP 41	Article 15	<i>Amend</i>	

ARTICLE 15 — HARASSMENT AND BULLYING

15.01 Policy

Every employee is entitled to work in an environment free of sexual/psychological and/or verbal harassment and bullying. The Employer will make every reasonable effort to ensure that this is the case, and each employee also has the responsibility to foster and support a harassment and bullying-free environment. Appropriate disciplinary action will be taken by the Employer against any employee, (staff, management, elected official, owner or driver) whose conduct constitutes a breach of this policy. Under no circumstances will the Employer tolerate instances of retaliation against any employee bringing forward a complaint or participating in the investigation process.

15.02 Definition

- (a) Sexual harassment is conduct of a sexual nature that either is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for advancement, or which otherwise detrimentally affects the work environment or results in adverse job-related consequences for the employee.
- (b) Psychological and/or verbal abuse is defined as offensive comments or actions maliciously and repeatedly made and/or actions specifically designed that a person knew, or reasonably ought to have known, would demean, disparage, or belittle an individual and/or to cause personal degradation and/or fear for personal safety.
- (c) Bullying and harassment is when someone takes an action that they know or reasonably ought to have known would cause an employee to be humiliated or intimidated.

15.03 Process

- (a) Employees may communicate incidents of harassment or bullying to their immediate Supervisor, the General Manager, the President of Kelowna Cabs or the designated contact person.
- (b) Complaints will be kept in confidence by all parties except as may be necessary to inquire into and respond to the concerns.
- (c) The Employer will inquire into complaints and notify the complainant and any other party directly concerned with its conclusions.
- (d) In cases where a complaint ~~of sexual harassment~~ is confirmed, each case will be handled on its own merits and the Employer will undertake appropriate disciplinary action.

- (e) Persons who are determined to have misused the policy will be subject to appropriate disciplinary action by the Employer.
- (f) Nothing in this policy compels anyone to make a complaint nor does it replace any other legal rights an employee may have.
- (g) Employees shall have the right to Union representation when engaged in any action of the Employer regarding actual or alleged harassment or bullying. Such Employer action, including the outcome(s) of any such action, shall be subject to the grievance and arbitration provisions of this Agreement.

E&OE

Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: April 12, 2018	Time: 3:55 pm
UP 26	Article 15.02	Amend	

Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

15.02 **Definition** (use this for 15.02 whole)

- (a) Sexual harassment is conduct of a sexual nature that either is likely cause offence or humiliation to employee, or that might reasonably be perceived by that employee as placing a condition of a sexual nature on employment or any opportunity for advancement, or which otherwise detrimentally affects the work environment or results in adverse job-related consequences for the employee.
- (b) Psychological and/or verbal abuse is defined as offensive comments or actions maliciously ~~and repeatedly~~ made and/or actions ~~specifically designed~~ that a person knew, or reasonably ought to have known, would ~~to~~ demean, disparage, or belittle an individual and/or to cause personal degradation and/or fear for personal safety.
- (c) An employee is bullied and harassed when someone takes an action that he or she knew or reasonably ought to have known would cause that worker to be humiliated or intimidated. Where the employer exercises management rights to manage and direct workers, it is not bullying and harassment.

E&OE

Signed off this April day of 25 2018

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:42 pm
UP 42	Articles 16.01 & 16.02	<i>Amend</i>	

Note: Existing Subarticle 16.02 to be retained and renumbered.

16.01 Cause for Discipline, Discharge or Termination

~~It is hereby agreed that the Company has the right to discharge an~~ No employee shall be disciplined, discharged or terminated except for just, reasonable and sufficient cause. ~~The Company agrees to advise the Union of any such discharge and the reasons therefore at time of such action. It recognized, by the parties, that consistent refusal of casual work may result in termination.~~

16.02 Procedural Rights

(a) Union Representation

When the Employer interacts in any manner with any employee with respect to the discipline, discharge or termination of an employee, or the potential discipline, discharge or termination of an employee, at least one (1) Job Steward or Union representative must at all times be present. Such Job Steward(s)/Union representative(s) shall be given the full opportunity to present evidence, make representation and present, examine and cross-examine witnesses.

An employee shall have the right to refuse to participate or to continue to participate in any interaction with the Employer which they believe ought to be subject to Union representation under this Subarticle 16.02 and such Union representation is not present. An Employee who exercises this right of non-participation shall not suffer any prejudice, penalty, discipline or other adversity as a result.

(b) Notice of Disciplinary Action

The Employer shall advise an employee in writing of any such disciplinary action taken including, but not limited to, 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. If the matter is grieved by the Union or otherwise litigated in any manner the Employer shall be limited to those grounds specified in the disciplinary notice for the action(s) taken.

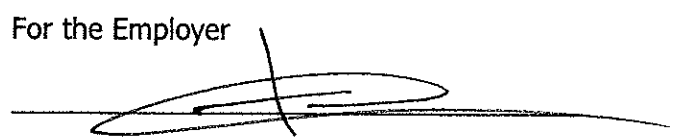
(c) Substantive Rights

The employee rights under this Subarticle 16.02 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.

E&OE
Signed off this April day of 25th 2018

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:48 pm
UP 43	Articles 16.04 & 16.05	<i>Amend</i>	

Note: Includes a consequential amendment to Article 18. Together, proposed new Subarticle 16.04 & 16.05 would replace existing Subarticle 18.09.

16.04 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 twelve (12) months have lapsed without further similar 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 16.04.

16.05 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.

Consequential amendment

~~18.09 Disciplinary Letters~~

~~All Disciplinary Letters in an employee's file will be expunged after twenty-four (24) months without further incident. Any employee will be given the opportunity on seven (7) days' notice to the Employer to review their personnel file.~~

E&OE

Signed off this

April


day of


25

20 *18*

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:49 pm
UP 44	Article 17.03	<i>Amend</i>	

17.03 Parties may Extend Recall Period

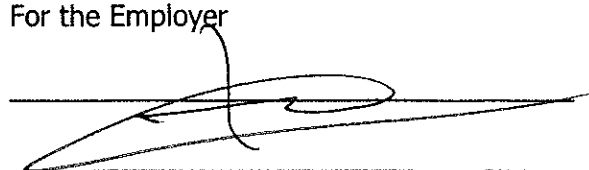
A specified extension of the recall period, where recall is applied under Section 2 Subarticle 17.02 above, may be mutually agreed by the employee Union and the Company, subject to written approval by the Union.

E&OE
Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:53pm
UP 45	Article 19	<i>Amend</i>	

ARTICLE 19 — GRIEVANCE PROCEDURE

19.01 Grievance Defined

~~"Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement whether between the Company and any employee or employees bound by this collective Agreement, or between the Company and the Union.~~

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the Parties to this Agreement concerning the discipline or dismissal of any Employee or 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.

~~19.02~~ ~~Grievances or complaints shall be settled in the following manner:~~

- ~~(a) If the employee has a complaint against the Company, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.~~
- ~~(b) If the Company or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.~~

~~STEP 1:~~

~~The employee involved shall first take up the grievance with the General Manager directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee must be accompanied by an Office Steward or Representative of the Union.~~

~~STEP 2:~~

~~If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward or Representative shall submit the grievance, in writing, to the General Manager, within the next ten (10) working days.~~

~~STEP 3(a):~~

~~If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.~~

STEP 3(b):

~~In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within ten (10) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 20 or 21.~~

19.02 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 (30) thirty 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.

If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 19 or 20.

19.03 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 thirty (30) calendar days of the issuance of the termination, discharge or lengthy suspension.

19.04 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 thirty (30) 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.

19.05 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 thirty (30) 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.

19.06 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 seven (7) 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 to mediation or arbitration.

19.03 19.07 Time Limits

The time limits set forth in this Article are directory and may be extended by written mutual agreement between the Union and the Company.

19.08 Disclosure of Information

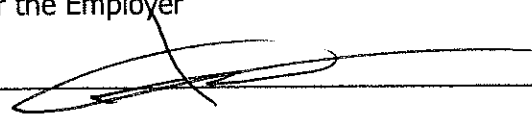
The Employer agrees to provide the Union with all relevant facts, information and documentation applicable to any grievance in a prompt and timely manner.

E&OE
Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**



Union			
Number	Affected Article/MOU	Date: April 12, 2018	Time:
UP 26	Article 19.01	<i>Amend</i>	

Note: Reserved. The Union reserves the right to introduce further written proposals on this subject.

19.01 Privacy Rights of Employees

The Parties recognize and agree that employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in conjunction with the applicable legislation in the *Personal Information Protection Act* and the *Collective Agreement*.

E&OE
 Signed off this April day of 25 20 18

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:54 pm
UP 46	Article 19	NEW	

Note: Existing Article 19 to be retained and renumbered accordingly.

ARTICLE 19: PRIVACY

19.01 Privacy Rights of Employees

The Parties recognize and agree that employees have a reasonable expectation of privacy within the workplace, subject to the rights and obligations of the Parties in applicable legislation and the Collective Agreement.

19.02 Acceptable Use of Electronic Monitoring

The Employer may install and operate electronic monitoring on its premises only for the express purpose of protecting the safety and security of employees, customers and the Employer's property, and then only to the least invasive extent so required.

19.03 Unacceptable Use of Electronic Monitoring

(a) Discipline

The Employer shall not use electronic monitoring including, but not limited to, surveillance cameras, to monitor or assess employee performance, or in any disciplinary matter except in the case of alleged theft of financial instruments or property or criminal matters.

(b) Audio

The Employer shall not employ audio monitoring.

(c) Certain Areas

The Employer shall not install electronic monitoring in any area in which there is a reasonable expectation of privacy.

19.04 Notice to Union and Employees

The Employer shall advise the Union and all employees of the locations and use of all electronic monitoring.

19.05 Access to and Retention of Electronic Monitoring Records

(a) The Employer shall keep all records of electronic monitoring including, but not limited to, video surveillance footage, in a secure location and format such that it is accessible only to appropriate representatives of the Employer, to be accessed only to the minimal extent necessary.


(b) The Employer shall retain electronic monitoring records that are not part of an active investigation for no more than thirty (30) calendar days following which all such records shall be securely and permanently erased.

(c) Where the Employer relies on electronic monitoring in a disciplinary matter involving alleged theft of financial instruments or property or criminal matters, and a grievance has been filed regarding such discipline, relevant copies of electronic monitoring records shall be made available to the Union upon request.


E&OE

Signed off this April day of 25 20 18

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:58 pm
UP 47	Article 20	<i>Amend</i>	

ARTICLE 20 — ALTERNATE GRIEVANCE HANDLING


20.01 Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective Agreement ~~Jack Gerow~~ Michael Fleming, 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.

~~**20.02** In the event it becomes available from the Mediation Services Branch the Union and the Company agree to avail themselves of preventative mediation.~~

E&OE
Signed off this April day of 25 2018

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

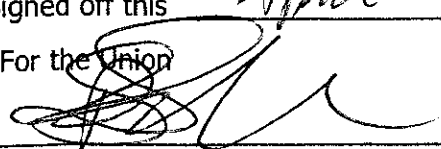
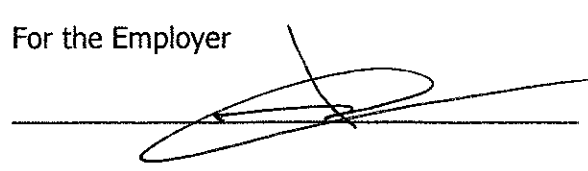
Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 5:59pm
UP 48	Article 21.01	<i>Amend</i>	

21.01 Arbitration Provision

~~As an alternative procedure to Article 20, the Parties to this Agreement may, if it is mutually agreed to do so, agree upon a Single Arbitrator as a means of settling disputes appropriate to such procedure, as follows:~~

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 21.

E&OE
Signed off this April day of 25 2018

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)


KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

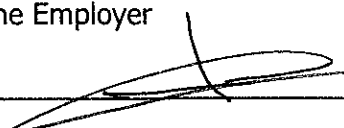
Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 6:00 pm.
UP 49	Article 21.03	<i>Amend</i>	

21.03 Appointment of Arbitrator

The Parties to the dispute will thereupon ~~meet within ten (10) working days to mutually~~ decide upon an Arbitrator. Failing agreement within fourteen (14) calendar days 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~~ director of the Collective Agreement Arbitration Bureau of the Labour Relations Board of British Columbia to appoint an Arbitrator. Hearings ~~Where practicable, hearings shall commence within thirty (30) working days~~ four (4) months of the appointment of the Arbitrator.

E&OE
Signed off this April day of 25 2018

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 6:03 pm
UP 50	Article 22	<i>Amend</i>	

Note: Includes consequential amendment to Article 18.

ARTICLE 22 — OCCUPATIONAL HEALTH and SAFETY

(a) 22.01 Act and Regulation

The Employer agrees to ~~shall~~ comply fully with the provisions of the Occupational Health and Safety Regulation, ~~BC Regulation 296/97~~ *Workers Compensation Act* and the *Occupational Health and Safety Regulation*. Without limiting the generality of the foregoing, the Employer shall ~~and~~ make a specific at least annually, and more frequently as may be required, review of their office facilities for compliance with the ergonomics (MSI) requirements, ~~Sections 4.46 through 4.53 included of the aforementioned Regulation.~~

(b) 22.02 Safety Committee or Representative

~~There shall be established a health, safety, and fire committee, made up of two (2) persons from management and two (2) persons from the bargaining unit. This committee shall meet as required by the Occupational Health & Safety Act.~~

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 leave of absence without loss of pay to exercise functions of this role.

22.03 Healthy and Safe Workplace

The Employer agrees to provide a safe, clean, properly lighted, heated and ventilated place of work with restrooms and first aid facilities. The Employer shall, at minimum, meet all applicable federal, provincial and municipal statutes with a bearing on workplace health and safety. The Employer shall provide a healthful work environment for all employees including, but not limited to, proper protection for pregnant employees and a scent-free environment for employees with chemical sensitivities.

22.04 Right to Terminate Call

Employees may, without warning, terminate calls with customers or others whose behaviour may be reasonably construed as constituting bullying, harassment or abuse without suffering any prejudice or penalty whatsoever.

Consequential amendment

18.07 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 statute. The Company further agrees to provide a healthful work environment for all employees (and proper protection for pregnant female employees where V.D.T.'s or similar technology is on the Company's premises).

E&OE
Signed off this April day of 25 2018

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**


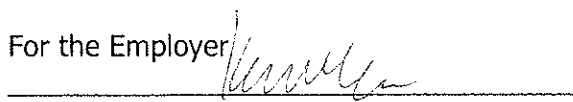
Union			
Number	Affected Article/MOU	Date: April 26, 2018	Time:
UP 51	Article 24	<i>Amend</i>	

Article 24- DURATION

24.01 Term

This Agreement shall be binding and remain in full force and effect on and after the 1st day of June 1, 2017 to and including the 31st day of May 31, 2019.

E&OE
Signed off this April day of 26 2018

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 6:07 pm
UP 51	Article 24	<i>Amend</i>	

Note: Reserved. Term of Agreement to be discussed. The Union reserves the right to introduce further written proposals on this subject.

ARTICLE 24 — DURATION

24.01 Term

This Agreement shall be binding and remain in full force and effect on and after the 1st day of June 2013 2017, to and including the 31st day of May 2017 [*Reserved—to be discussed*], and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either Party serves written notice upon the other Party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty (60) days prior to the 31st of May 2017, or sixty (60) days prior to the 31st day of May in any year prior or 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.

Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock out whichever first occurs.

24.02 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.

24.03 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.

24.02 24.04 Exclusion of Operation of Certain Provisions of the Labour Relations Code

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and 50(3) of the *Labour Relations Code*, or any subsequent equivalent legislative provisions, as may be amended from time to time.

§
24.03 24.03 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.

§
*

E&OE
Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2017 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2018	Time: 6:30pm
UP 52	Appendix A	<i>Amend</i>	

Note: Reserved. Wages and job classifications/duties to be discussed. The Union reserves the right to introduce further written proposals on this subject.

APPENDIX "A" JOB CLASSIFICATION, GENERAL DUTIES and HOURLY RATES

~~CALL TAKER / CLERK / DISPATCHER~~

Dispatcher Supervisor

A worker who has:

- < detailed knowledge of the city
- < experience as a dispatcher
- < experience in the taxi industry
- < good understanding of radio practices
- < the ability to effectively multitask, prioritize and problem solve
- < skills in diplomacy and motivating others
- < and whose duties, under the general direction of the Operations Manager but largely without supervision, may include:
- < supervising Dispatchers and Call Takers
- < recommending hiring of dispatch staff, with all hiring decisions to be made by the Operations Manager
- < training new dispatch staff
- < conducting bi-annual performance reviews on behalf of the Operations Manager
- < maintaining records of hours worked, anniversary dates etc., where Accounting/Pay Roll will need to be informed of any increase in pay
- < scheduling dispatch staff as per company policies, procedures and need
- < resolving problems or issues associated with the call center
- < Monitoring employee performance and warning subordinates of unacceptable performance or conduct. Should a subordinate's performance or conduct fail to improve as a result of such warning then the supervisor will bring the matter to the attention of the Operations Manager who will take suitable disciplinary action.
- < ensuring that regular bookings (Air Crew, Handy Dart, standing pick up orders, etc.) are entered into the system accurately and assigned accordingly to the proper vehicle designation as required by customer
- < supporting a top-notch dispatch and customer service team to achieve and exceed performance measures for on time pick-ups
- < resolving customer complaints/concerns regarding the dispatch team
- < assisting the Operations Manager and Accounting Manager in any issues that pertain to the dispatch staff or call center operations.
- < attending meetings of the Board of Directors as required by the board.
- < reporting any supplies required for the dispatch office (paper, pens, white-out, coffee, cream, etc.)
- < performing, from time to time, duties of a Dispatcher, Call Taker and Office Clerk
- < other duties of a minor nature related to the above that would not have an effect on the classification of the position

Dispatcher

A worker who, ~~in addition to the duties of a CT,~~ has:

- < detailed knowledge of the city
- < experience in the taxi industry
- < basic understanding of radio practices
and whose duties, with or without supervision, may include ~~but is not limited to:~~
- < supervision of all call takers
- < answering calls as needed
- < using the radio, computer, monitors, and other related equipment as required to dispatch and fill the request of the taxi operators
- < maintain order and discipline of the fleet in accordance with company's guidelines, policies and memos
- < initiating predates of corporate accounts such as Air Canada, etc. as required

- < providing trip estimates and other related data pertaining to the smooth operation of our fleet including emergency situations
- < performing, from time to time, duties of a Call Taker and Office Clerk
- < other duties of a minor nature related to the above that would not have an effect on the classification of the position

Call Taker

A worker who has:

- ~~< no previous experience~~
- < reasonable knowledge of the city (~~demonstrated through test~~)
- < a command of English
and whose duties, under supervision, may include, ~~but are not limited to:~~
- < answering telephone requests for taxi service or other related data
- < entering all relevant data into computer promptly
- < responding to calls of a general nature including trip costs, messages, etc.
- < contacting the Dispatcher when unable to resolve any difficulties
- < Performing, from time to time, duties of an Office Clerk
- < other duties of a minor nature related to the above that would not have an effect on the classification of the position

Office Clerk

A worker who whose duties, under supervision, may include:

- < ~~assists~~ assisting the bookkeeper with bookkeeping-related administrative tasks
- < ~~performs~~ performing data entry
- < performing a basic level of customer service on administrative matters
- < ~~any assigned duties by bookkeeper~~
- < performing, from time to time, duties of a Call Taker
- < other duties of a minor nature related to the above that would not have an effect on the classification of the position



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 26, 2018	Time:
UP 52	Appendix A	<i>Amend</i>	

Wages

Hourly Wage Rates

	June 1, 2017	June 1, 2018
Dispatch Supervisor	\$19.15	\$19.72
Dispatcher	\$17.68	\$18.21
Call Taker/Clerk/ Casual Employee	\$14.00	\$14.42

The above wage schedule represents a 4% gross wage increase effective June 1, 2017, and a 3% wage increase effective June 1, 2018. Any new employees hired into the company will be hired at the 2018 effective rates.

Upon ratification of the new renewed Collective Agreement, each current employee will receive a retroactive pay increase to June 1, 2017 and receive the supplemental increase on June 1, 2018.

The Employer agrees to provide Audited Financial Statements, stating the company's financial position for fiscal 2017 and 2018 at the commencement of the next round of collective bargaining with the Union.

E&OE

Signed off this

April

day of

26

20 *18*

For the Union

[Signature]

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2017
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 26, 2018	Time:
UP 52	Appendix B	<i>Amend</i>	

Appendix B

Memorandum of Agreement- Retirement Savings Plan

The Parties agree within four (4) months of ratification of the renewed collective agreement the Parties will appoint a Joint Consultation Committee to study the feasibility of a Joint Defined Contribution RRSP Pension Plan. The Committee will be apprised of two (2) management employees and two (2) union representatives. A joint report will be submitted to the Kelowna Cabs Board of Directors for assessment. The Employer ensures a prudent fiscal review of the proposal will be conducted, the Employer will provide a decision with sound financial rationale.

E&OE
 Signed off this April day of 26 2018
 For the Union [Signature] For the Employer [Signature]