



Union Proposals

BETWEEN

Canadian Office and Professional Employees Union

AND

Beach Place Ventures/Black Top Cabs



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U1	HK 1-5	Housekeeping	

HOUSEKEEPING:

Proposal #1

Amend Local 15 to read: Local 378. Reference Pages:
Cover page of the Collective Agreement (Heading). Page 1 (Heading)
Article 17 – General. Section 3 (Page 16) Amend COPE Local 15 to read: COPE Local 378.
Letter of Understanding #1 Page 23 (Heading)

Proposal #2

Article 18 – Harassment. Section 1 (a) Amend The COPE to read: COPE Local 378.

Proposal #3

Amend COPE Local 15 to read: COPE Local 378 Article 17 – Section 3 Page 16.

Proposal #4


Amend all references within the Collective Agreement that refer to Union Stewards and/or Stewards to read: Job Stewards.

Proposal#5

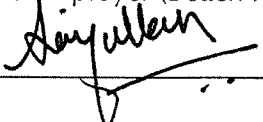
Article 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLAN
Section 1 – Sick Leave 1 (i) Delete the first “the” to read:
“this is not within the first five (5) leaves of the year, or;”

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U2	1.01	<i>Article 1 - Purpose (Section 1 would be changed to read): The purpose of this Agreement, etc.</i>	
	1.02	<i>Neither the Union nor the Company, etc.</i>	

DELETE ALL REFERENCES IN ALL ARTICLES OF THE COLLECTIVE AGREEMENT THAT ARE SECTIONS.

Replace each Section with bullet references.

Example: Article 1 – Purpose (Section 1 would be changed to read):

- 1.01** The purpose of this Agreement etc.
- 1.02** Neither the Union nor the company etc.

This would be reflected throughout the whole Collective Agreement.

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U3	1.01	ARTICLE 5 – DEFINITION OF EMPLOYEES Probationary Period: Add: after – “completed at least six hundred (600) hours of employment.” New sentence: <u>All new hires who work within the bargaining unit will be introduced to a Job Steward by the General Manager.</u>	

ARTICLE 5 – DEFINITION OF EMPLOYEES

1.01 Probationary Period:

Add: after – “completed at least six hundred (600) hours of employment.”

New sentence: All new hires who work within the bargaining unit will be introduced to a Job Steward by the General Manager.

E&OE

Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



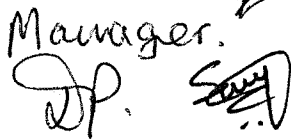
**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U4	3.05	Amend Section 5 to read: <i>The Job Stewards may investigate and process grievances, or confer with Representative(s) of the Union during working hours. However, these inquiries shall not be made without first obtaining permission from their immediate Supervisor. Such purposes and such permission will not be unreasonably denied. All such time spent by the Job Stewards investigating and processing grievances during working hours will not result in a loss of their pay.</i>	

ARTICLE 3 – UNION REPRESENTATION

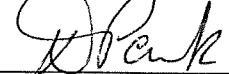
Amend Section 5 to read:

3.05 The Job Stewards may investigate and process grievances, or confer with Representative(s) of the Union during working hours. However, these inquiries shall not be made without first obtaining permission from their immediate Supervisor. Such purposes and such permission will not be unreasonably denied. All such time spent by the Job Stewards investigating and processing grievances during working hours will not result in a loss of their pay.

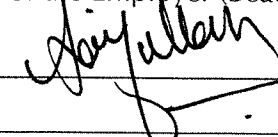
Manager. 

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U5	7	ARTICLE 7 – STATUTORY HOLIDAYS Add: Family Day (This is to be taken in February as stated by the B.C. Provincial Government).	

ARTICLE 7 – STATUTORY HOLIDAYS

Add: Family Day

(This is to be taken in February as stated by the B.C. Provincial Government.)

E&OE

Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U6	8.03 8.04 8.05 8.08	<p>ARTICLE 8 – ANNUAL VACATIONS</p> <p>All employees shall be entitled to twenty (20) working days paid vacation after <u>five (5)</u> years' service and in each year thereafter.</p> <p>All office employees shall be entitled to twenty-five (25) working days paid vacation after twelve (12) years' service and in each year thereafter; call takers and dispatch employees shall be entitled to twenty-five (25) working days paid vacation after <u>twelve (12) years</u> of service and in each <u>year</u> thereafter.</p> <p>All office employees shall be entitled to thirty (30) working days paid vacation after seventeen (17) years' service and in each year thereafter; call takers and dispatch employees shall be entitled to thirty (30) working days paid vacation after <u>seventeen (17) years</u> of service and in each year thereafter.</p> <p>The Company will make every effort to fix vacation schedules by <u>March 1st</u> each year, giving consideration to the work schedule of the Company and the request of the employee.</p>	

ARTICLE 8 – ANNUAL VACATIONS

Amend the "qualifying years of service" and "date" as per the following:

Section 3 amend first sentence to read :

8.03 All employees shall be entitled to twenty (20) working days paid vacation after ~~five (5)~~ years' service and in each year thereafter.

Section 4 amend first sentence to read:

8.04 All office employees shall be entitled to twenty-five (25) working days paid vacation after twelve (12) years' service and in each year thereafter; calltakers and dispatch employees shall be entitled to twenty-five (25) working days paid vacation after twelve (12) years of service and in each year thereafter.

Section 5 amend first sentence to read:

8.05 All office employees shall be entitled to thirty (30) working days paid vacation after seventeen (17) years' service and in each year thereafter; call takers and dispatch employees shall be entitled to thirty (30) working days paid vacation after seventeen (17) years of service and in each year thereafter.

Section 8 amend second sentence to read:

8.08 The Company will make every effort to fix vacation schedules by March 1st each year, giving consideration to the work schedule of the Company and the request of the employee.

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E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U7	9.02	Compassionate Leave: <i>In the case of death in the immediate family, i.e. spouse, common law spouse, same sex spouse, sons, daughters, father, mother, father in-law, mother in-law, grandparents, sisters or brothers, a regular employee shall be granted three (3) working days leave of absence with full pay. An additional two (2) working days leave of absence with full pay shall be granted for travelling purposes when regular employees must travel out of country in the case of a death in the immediate family. Such leaves of absence will not be charged against sick leave, holiday entitlement or other accrued time off.</i>	

ARTICLE 9 – LEAVES OF ABSENCE

Amend Section 2 Compassionate Leave: to read:

9.02 Compassionate Leave:

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

Proof of travel must be provided to the Employer.

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)
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For the Employer (Beach Place Ventures)
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**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U8	10	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 2 Medical and Surgical Plan #3. To read: 10.02 (3) <i>The full premium costs of the Medical Services Plan for Call takers and Dispatchers shall be paid by the Company.</i>	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

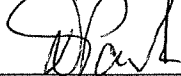
Amend Section 2 Medical and Surgical Plan #3. To read:

10.02 (3)

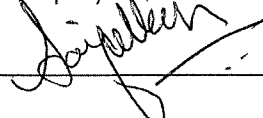
The full premium costs of the Medical Services Plan for Call takers and Dispatchers shall be paid by the Company.

E&OE
Signed off this 30 day of MAY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU ^x	Date:	Time:
U9	10 10.03 (1)	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 3 Wage Indemnity Plan 1. To read: The Plan shall be a 1-8-39 Plan with benefits in the amount of <u>(85%)</u> of current salary.	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Amend Section 3 Wage Indemnity Plan 1.

To read:

10.03 (1)

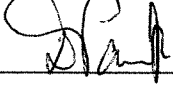
The Plan shall be a 1-8-39 Plan with benefits in the amount of (85%) of current salary.

Withdrawn

E&OE

Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U10	10 10.03 (3)	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 3 Wage Indemnity Plan 3. To read: To read: <u>Premium costs shall be paid eighty-five percent (85%) by the Company, effective July 1, 2012.</u>	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Amend Section 3 Wage Indemnity Plan 3. To read:

10.03 (3)

Premium costs shall be paid eighty-five percent (85%) by the Company, effective July 1, 2012.

withhold

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)

[Signature]

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**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U11	10 10.05 (1)	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 5 Dental Plan: to read To read: <u>b) seventy-five percent (75%) reimbursement under Part "B" (crowns, bridges, dentures).</u>	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Amend Section 5 Dental Plan: to read

10.05 (1)

(b) seventy-five percent (75%) reimbursement under Part "B" (crowns, bridges, dentures).

withdrawn

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
U12	10 10.06 (1)	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 6 Extended Health Benefit Plan: to read To read: <u>(b) one hundred (100%) co-insurance for eligible expenses after the deductible has been satisfied.</u>	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Amend Section 6 Extended Health Benefit Plan: to read

10.06 (1)

(b) one hundred (100%) co-insurance for eligible expenses after the deductible has been satisfied.

withdrawn

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U13	10 10.06 (2)	ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN Amend Section 6 Extended Health Benefit Plan: to read To read: <u>Extended health benefits will be extended to all employees at a shared premium cost of seventy-five percent (75%) / twenty-five percent (25%) – Company - Employee.</u>	

ARTICLE 10 –SICK LEAVE, WELFARE PLANS AND PENSION PLAN

Amend Section 6 Extended Health Benefit Plan: to read

10.06 (2)

Extended health benefits will be extended to all employees at a shared premium cost of seventy-five percent (75%) / twenty-five percent (25%) – Company - Employee.

withdrawn

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U14	11.01	ARTICLE 11 – WAGES AND JOB CLASSIFICATIONS Add: 11.01 (c) <i>Job descriptions will include all of the duties and the qualifications required for all positions within the bargaining unit within 3 months of signing of this agreement.</i>	

ARTICLE 11 – WAGES AND JOB CLASSIFICATIONS

Add: 11.01 (c)

Job descriptions will include all of the duties and the qualifications required for all positions within the bargaining unit within 3 months of signing of this agreement.

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U15	12	ARTICLE 12 – JOB POSTING, PROMOTIONS AND TRANSFERS Add new sentence at the end of Section 2 Job Vacancies: <u>A copy of all Job Postings will be sent to the Union Office.</u>	

ARTICLE 12 – JOB POSTING, PROMOTIONS AND TRANSFERS

Add new sentence at the end of Section 2 Job Vacancies:

A copy of all Job Postings will be sent to the Union Office.

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U16	14.09	ARTICLE 14 – SENIORITY Amend Section 9 heading to read: <i>Seniority Lists:</i> <i>Within the office, etc.</i>	

ARTICLE 14 – SENIORITY

Amend Section 9 heading to read:

14.09 - Seniority Lists:
Within the office, etc.

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U17	15.01	ARTICLE 15 – DISCHARGE AND TERMINATION <i>Amend Section 1 to read:</i> <i>It is hereby agreed that the Company has the right to discharge an employee for <u>just and reasonable</u> cause. The Company agrees to advise the Union <u>in writing</u> of any discharge and the reasons therefore at time of such action.</i>	

ARTICLE 15 – DISCHARGE AND TERMINATION

Amend Section 1 to read:

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

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sufficient
[Signature]

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		26 JUNE/12	2:00PM
UP18	Article 17-7		

ARTICLE 17 – GENERAL

Amend Article 17 Section 7 to read:

Grace Period.

Upon Management approval an employee who has been employed for five (5) years or more and quits his/her job to accept employment with a different employer, shall be given a grace period of one month to return to the former position if the new job does not in their opinion work out. This is a one-time per employee option. The employee's seniority will be maintained and Union dues will be deducted from the employee for the one month Grace Period upon returning to the position.

E&OE
Signed off this 26 day of JUNE 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach/Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U19	17	ARTICLE 17 – GENERAL Amend Section 10 – Headsets – to read: <u>The Company shall supply one (1) head set for all full-time and part-time employees of equal or comparable quality to the existing sets. (Approximately 1994 value of one hundred and fifty dollars (\$150.00). The style of set (muff or inner ear) is to be indicated by the employee. The employees will use every means possible for the care of the headset. The cost for repairs and replacement of any and all headsets will be borne by the Company and shall upon termination of employment be returned to the Company.</u>	

ARTICLE 17 – GENERAL

Amend Section 10 – Headsets – to read:

The Company shall supply one (1) head set for all full-time and part-time employees of equal or comparable quality to the existing sets. (Approximately 1994 value of one hundred and fifty dollars (\$150.00). The style of set (muff or inner ear) is to be indicated by the employee. The employees will use every means possible for the care of the headset. The cost for repairs and replacement of any and all headsets will be borne by the Company and shall upon termination of employment be returned to the Company.

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U20	17	ARTICLE 17 – GENERAL Amend Section 14 – Disciplinary Letters to read: <u>All Disciplinary Letters will be expunged after twenty-four (24) months without further incident. Any employee will be given the opportunity on seven (7) days notice to the Employer to review and copy their personnel file.</u>	

ARTICLE 17 – GENERAL

Amend Section 14 – Disciplinary Letters to read:

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

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U21	17.15	ARTICLE 17- GENERAL Add New Clause: 17.15. Electronic Surveillance/Monitoring <u>The Employer agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring an individual employee and/or group. Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of employees while at work, except in cases involving illegal activity, and such equipment shall not be installed for any purpose in the employee's lunch rooms, rest areas or personal hygiene facilities.</u> <u>The electronic equipment is used to verify appropriate individuals on premises, verify substance of employee complaints, to defer thefts and provide safety.</u>	

ARTICLE 17- GENERAL

Add New Clause:

17.15. Electronic Surveillance/Monitoring

The Employer agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring an individual employee and/or group. Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of employees while at work, except in cases involving illegal activity, and such equipment shall not be installed for any purpose in the employee's lunch rooms, rest areas or personal hygiene facilities.

The electronic equipment is used to verify appropriate individuals on premises, verify substance of employee complaints, to defer thefts and provide safety.

and management

E&OE
 Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U22	24	ARTICLE 24 – DURATION <i>The Union proposes to discuss and negotiate the duration of the Agreement during this round of Collective Bargaining.</i>	

ARTICLE 24 – DURATION

The Union proposes to discuss and negotiate the duration of the Agreement during this round of Collective Bargaining.

See U 43

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

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U23		<i>The Union proposes to discuss and negotiate hourly wage rates for all positions within the Collective Agreement during the Collective Bargaining process.</i>	

The Union proposes to discuss and negotiate hourly wage rates for all positions within the Collective Agreement during the Collective Bargaining process.

See U 43

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

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U24		The Union proposes to discuss and negotiate the issue of Car Sales as stated in NOTE 1: on Page 25 under Job Classifications and Hourly Wage Rates.	

delete 

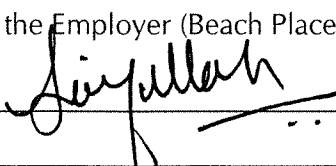
The Union proposes to ~~discuss and negotiate~~ the issue of Car Sales as stated in NOTE 1: on Page 25 under Job Classifications and Hourly Wage Rates.

E&OE
Signed off this ~~MAY~~ 28 day of MAY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U25	Appendix A	JOB CLASSIFICATIONS AND HOURLY WAGE RATES. Amend under NOTE 2: on page 25 employees engaged in training other staff will receive <u>\$1.00</u> per hour. APPENDIX "A" DISPATCH Amend at bottom of page 34 - employees engaged in training other staff will receive <u>\$1.00</u> per hour.	

JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Amend under NOTE 2: on page 25

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

APPENDIX "A" DISPATCH

Amend at bottom of page 34

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

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U26	Appendix A	APPENDIX "A" DISPATCH Amend Section 1 i) to read: i) A regular work day shall consist of eight (8) consecutive hours with a thirty (30) minute <u>paid</u> lunch period to be taken no later than four and one-half (4 ½) hours after the start of the shift.	

APPENDIX "A" DISPATCH

Amend Section 1 i) to read:

- ii) A regular work day shall consist of eight (8) consecutive hours with a thirty (30) minute paid lunch period to be taken no later than four and one-half (4 ½) hours after the start of the shift.

Withdrawn

E&OE
Signed off this 30 day of MAY 20 12

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



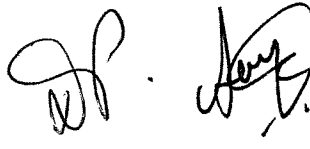
**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U27		JOB DESCRIPTIONS Add clause: The Company will provide the Union with copies of all oral and/or written tests for all positions within the bargaining unit which are given to the employees as stated in their Job Descriptions.	

JOB DESCRIPTIONS


Add clause:

The Company will provide the Union with copies of all oral and/or written tests for all positions within the bargaining unit which are given to the employees as stated in their Job Descriptions.

Withdrawn 

E&OE
Signed off this 28 day of MAY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Vetnures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U28		The Union proposes to amend the format and look of the Collective Agreement to bring it into conjunction with the administration processes of COPE 378.	

The Union proposes to amend the format and look of the Collective Agreement to bring it into conjunction with the administration processes of COPE 378.

E&OE
Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)

[Signature]

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U29		<i>The Union proposes to discuss and negotiate a premium for First Aid Attendants.</i>	

The Union proposes to discuss and negotiate a premium for First Aid Attendants.

\$25 per month. per ticket. DP. [Signature]

E&OE

Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
U30	25.01	ARTICLE 25. Letters of Understanding and Memorandums Form Part of Collective Agreement – The Company and the Union agree that any and all Letters of Understanding, Memorandums of Agreement and Appendices made between the Parties during the term of this agreement or attached to this agreement shall be incorporated into the Collective Agreement unless specified otherwise.	
	25.02	Copies to Union – The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which they feel form part of the current Collective Agreement. If the parties cannot agree on the inclusion of the Letters of Agreement, Memorandums of Agreement and Appendices the Letters of Agreement, Memorandums of Agreement and Appendices shall become inactive unless renegotiated.	
	25.03	Renewal of all Agreements – Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement. Renewed Letters of Understanding or Memorandums of Agreement and Appendices shall remain in effect as per Article 25.01 above.	

ADD NEW ARTICLE:

ARTICLE 25. Letters of Understanding and Memorandums

25.01 Form Part of Collective Agreement – The Company and the Union agree that any and all Letters of Understanding, Memorandums of Agreement and Appendices made between the Parties during the term of this agreement or attached to this agreement shall be incorporated into the Collective Agreement unless specified otherwise.

25.02 Copies to Union – The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which they feel form part of the current Collective Agreement. If the parties cannot agree on the inclusion of the Letters of Agreement, Memorandums of Agreement and Appendices the Letters of Agreement, Memorandums of Agreement and Appendices shall become inactive unless renegotiated.

25.03 Renewal of all Agreements – Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement. Renewed Letters of Understanding or Memorandums of Agreement and Appendices shall remain in effect as per Article 25.01 above.

E&OE

Signed off this 28 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union Number	Affected Article/MOU	Date:	Time:
U31		<i>The Union proposes to discuss and negotiate a process that determines the proper transfer or attainment of Casual employees to Part-Time Regular status within the provisions of the Collective Agreement. When a Casual employee attains the appropriate number of hours worked on a regular basis they will be transferred to Part Time Regular status automatically as per the provisions of the Collective Agreement. All hours worked by all Casual employees will be provided by the Company to the Union office on an annual basis.</i>	

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

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

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP32	Art 17.04	Amend	

ARTICLE 17 - GENERAL

Amend Article 17 Section 4 to read:

17.04

Delete Sub heading Pay Cheques.

Replace with Direct Bank Deposit.

Amend second sentence to read:

Pay stubs shall be issued to all employees not later than the end of shift Thursday.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP33	New Letter of Understanding	<i>Letter of Understanding # re: Garage</i>	

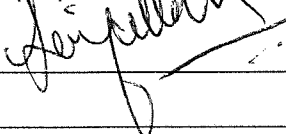
It is agreed between the Company and the Union that all Articles, Sections and References to Garage positions and their duties be removed from the Collective Agreement. It is also agreed that in the event a Garage is reinstated within the Company at any time, the parties will meet to reinstate those Garage positions as members of the Union. The parties will meet to discuss and negotiate all terms and conditions of the Garage positions including salaries, duties and job descriptions prior to any job posting of the position required.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP34	Art 10.05	<i>Amend</i>	

ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLANS

Amend Article 10 Section 5 #1 (c) to read:

10.05

Dental Plan:

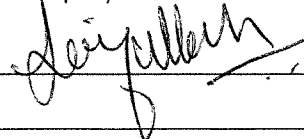
- 1. c) Financial limit of \$3,000 per year.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)






**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP35	New Letter of Understanding	<i>Letter of Understanding # re: Supervisors</i>	

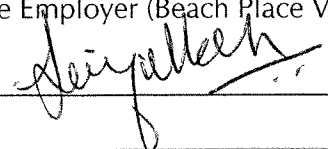
It is agreed between the Company and the Union that all Articles, Sections and References to Supervisors and their duties be removed from the Collective Agreement. It is also agreed that in the event a Supervisory position is reinstated within the Company at any time, the parties will meet to reinstate the position as a member of the Union. The parties will meet to discuss and negotiate all terms and conditions of the Supervisory position including salary, duties and job description prior to any job posting of the position.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

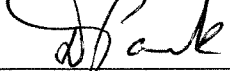
Union			
Number	Affected Article/MOU	Date:	Time:
UP36	Article 2.03	<i>Union Security and Recognition</i>	

Amend "thirty (30) days from the date of employment," to read:

160 hours of work from the date of employment.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP37	Article 23	<i>Work Supervision</i>	

Delete Article 23 in its entirety and re-number the remainder of the Collective Agreement.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

D Park

For the Employer (Beach Place Ventures)

Jay Fullin



COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP38	Article 12.05	<i>Job Sharing</i>	

Delete Section 5 and re-number.

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP39	Article 13	<i>Layoff – Recall and Severance</i>	

AMEND SECTION 4

Add after shall be made add in person with a copy to the Union or by registered mail to the last known address of the employee. It is the responsibility of the employee to notify the Company and the Union of any change of address.

E&OE
Signed off this 30 day of MAY 20 12

For the Union (COPE Local 378)
Bank

For the Employer (Beach Place Ventures)
Joyfuller



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP40	Article 18.02 #2	<i>Harassment</i>	

Amend to read:

In addition, employees retain all rights available under the legal processes of the law.

E&OE

Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP41	Article 20.01	<i>Arbitration</i>	

Delete both Mr. John Thorne, Mr. Robert Blasina and replace with:

, an arbitrator agreed to by the Parties shall at the request of either party:

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP42	Appendix A	Office	

Amend Article 6, Section 1 (b) sub heading to read:

wicket

E&OE

Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		26 JUNE/12	2:00 PM
UP43		Hourly Wage Rates	

July 1, 2011

Full Time Employees
1% increase

Part Time Employees
1% increase

Casual Employees
1% increase

July 1, 2012

Full Time Employees
1 % increase

Part Time Employees
1 % increase

Casual Employees
1 % increase

July 1, 2013

Full Time Employees
1.5 % increase

Part Time Employees
1.5 % increase

Casual Employees
1.5 % increase

July 1, 2014

Full Time Employees
2 % increase

Part Time Employees
2 % increase

Casual Employees
2 % increase

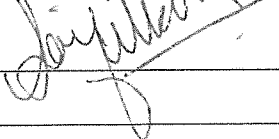
E&OE

Signed off this 3RD day of JULY 20 12

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP44		<i>Hourly Wage Rates – Office</i>	

**JOB CLASSIFICATIONS
and
HOURLY WAGE RATES for OFFICE**

Wicket Clerk	\$18.76
Receptionist	\$18.39
Accounting Clerk A/R	\$21.39
Assistant Account Clerk A/R	\$19.34
Accounting-Payroll/Assessments	\$24.15

**JOB CLASSIFICATIONS
and
HOURLY WAGE RATES for DISPATCH**

Voice Channel Operator (VCO)	\$21.33
Voice Channel Temporary (VCT)	\$18.95
Calltaker 1(CT1) <i>(after 75 shifts)</i>	\$17.45
Trainee	\$15.00

E&OE
Signed off this 30 day of MAY 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)

[Handwritten Signature]

[Handwritten Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP45	Article 6.05	<i>Overtime Premiums</i>	

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Amend Article 6 Section 5 to read:

6.05 Overtime Premiums:

All work in excess of the regular work day shall be considered overtime, and be paid for at one hundred and fifty percent (150%) of the employee's hourly rate for the duties performed for the first four (4) hours, and two hundred percent (200%) of the employee's hourly rate for the duties performed for each hour worked thereafter. Any employee working more than five (5) days in any one (1) week, shall be paid overtime for all hours in excess of the fifth (5th) day. Such overtime rates will be one hundred and fifty percent (150%) of the employee's hourly rate for the duties performed for the first four (4) hours of overtime, and two hundred percent (200%) of the employee's hourly rate for the duties performed thereafter.

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP46	Article 6.06		

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Amend Article 6 Section 6 to read:

6.06

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

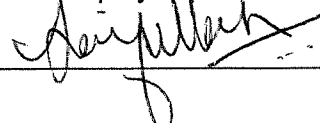
Notwithstanding the provisions of Article 6.05 above all time worked by part-time employees in excess of forty (40) hours shall be considered as overtime, and shall be paid at the rate of one hundred and fifty percent (150%) of the employee's hourly rate for the first four (4) hours, and two hundred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

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)



For the Employer (Beach Place Ventures)





**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP47	Article 6.07		

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Amend Article 6 Section 7 to read:

6.07

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

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP48	Article 10.06 c)		

ARTICLE 10 – SICK LEAVE, WELFARE PLANS AND PENSION PLANS

Amend Article 10 Section 6 Item 3 to read:

10.06 c)

Claims for eyeglasses, frames and/or contact lenses up to four hundred dollars (\$400) per person, covered per each thirty-six (36) month period, shall be reimbursed by the Employer.

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)

For the Employer (Beach Place Ventures)

[Signature]

[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP49	Hourly Wage Rates		

JOB CLASSIFICATIONS AND HOURLY WAGE RATES

Page 26 of the Collective Agreement:

Move - Casual Employees: and the language following to Article 5.4 on page 3 to become the second paragraph under Casual Employees:

First paragraph becomes a)

Second paragraph becomes:

b) Casual Employees Overtime.

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

Delete the following Job Titles and language attaining thereto:

Wicket Clerk/**Chief Duty Co-ordinator:

Wicket Clerk/Chief Duty Co-ordinator and Chief Duty Co-ordinator Trainees:.

Wicket Clerk/ Chief Duty Co-ordinator:

Wicket Clerk/ Duty Coordinator:

Delete page 26 and re-number the pages in the Collective Agreement.

E&OE
Signed off this 4 day of JUNE 2012

For the Union (COPE Local 378)
[Signature]

For the Employer (Beach Place Ventures)
[Signature]



**COPE LOCAL 378 & BEACH PLACE VENTURES
(BLACK TOP CABS) PROPOSALS 2011
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: 26 JUNE /12	Time: 2:50 PM
UP50	Appendix A Office	Hours of Work and Overtime Premiums	

Amend Appendix "A" Office Page 24 to read:

**APPENDIX "A"
OFFICE**

ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Each Full Time Regular and Part Time Regular employee, will have an established shift falling within the hours set out herein:

6.01

Office:

The regular work day shall consist of eight (8) consecutive hours, including thirty (30) minute daily paid lunch periods for five (5) consecutive days, Monday to Friday inclusive.

The daily work schedule shall be within the hours of 8:00 a.m. to 5:00 p.m., unless mutually agreed to do otherwise between the Employee and the Company.

Wicket:

A regular work day shall consist of eight (8) consecutive hours including a sixty (60) minute paid lunch period, to be provided and taken as close as possible to the middle of the employee's working shift.

For purposes of Statutory Holidays, pay days, etc., the work day shall commence at 00:01 hours and shall finish at 24:00 hours (midnight).

Employees who work eight (8) consecutive hours without a lunch period shall be paid for nine (9) hours work in lieu of a sixty (60) minute lunch break.

A regular work week shall consist of forty (40) hours worked in five (5) consecutive daily eight (8) hour shifts.

6.02

Each employee shall be allowed to have coffee at his/her desk during the employee's shift without loss of pay, in lieu of relief periods. The Company further agrees to provide a refreshment service for the employees, but not the supplies.

E&OE

Signed off this 3RD day of JULY 20 12

For the Union (COPE Local 378)

[Signature]

For the Employer (Beach Place Ventures)

[Signature]

MEMORANDUM OF AGREEMENT

BETWEEN:

**BEACH PLACE VENTURES
(BLACK TOP CABS)**

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(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 all attachments hereto affixed as Appendix "A".
2. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from (July 1, 2011) to (June 30, 2014), 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 (effective date of predecessor Collective Agreement) to (expiry date of predecessor Collective Agreement) 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 (July 1, 2007) to (June 30, 2011), 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 of Appendix "A" shall come into force and effect and shall be fully retroactive to and including (July 1, 2011):
 - (a) List
 - (b) Retroactive adjustments for the above period(s) shall apply to:
 - (i) Employees who are in the employ of the Employer on the date of ratification of this Memorandum; and
 - (ii) Employees whose employment with the Employer terminated between July 1, 2011 and the date of ratification of this Memorandum, inclusive.
 - (c) 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 separate cheque issued by the Employer; and
 - (ii) Employees whose employment with the Employer terminated between July 1, 2011 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 proposals(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 which are not hereafter specifically and expressly included as part of Appendix "A" 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, all the attachments hereto affixed as Appendix "A", 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 attachments hereto affixed as Appendix "A", and 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. The Employer expressly agrees to give to the Union, as soon as practical and at no charge, sufficient copies of this Memorandum to allow the Union to provide each Employee in the bargaining unit with a copy to facilitate the ratification vote by the Union. If this Memorandum is ratified, the Employer also agrees to provide the Union 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 Union shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Employer. 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 BLACK TOP TAXIS, B.C. this 3RD day of JULY, 20 12

Signature

FOR THE EMPLOYER

DPark

FOR THE UNION

APPENDIX "A"

Signature