

COLLECTIVE AGREEMENT

Between

KELOWNA CABS (1981) LTD.

(hereinafter referred to as the "Employer")

and



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

TERM: June 1, 2019 to May 31, 2022

COLLECTIVE AGREEMENT

BETWEEN: KELOWNA CABS (1981) LTD.

AND: MOVEUP (Canadian Office & Professional Employees, Local 378)

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BETWEEN: **KELOWNA CABS (1981) LTD.**
(hereinafter referred to as the "Employer")

AND: **MOVEUP (Canadian Office & Professional Employees, Local 378)**
(hereinafter referred to as the "Union")

ARTICLE 1 — PURPOSE

1.01 Purpose

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

1.02 Human Rights

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

1.03 Application of the *Employment Standards Act*

The Employer agrees that "the Employment Standards Act" and Regulations (Act) shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision(s) of this collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the collective Agreement as part of its terms.

ARTICLE 2 — UNION SECURITY and RECOGNITION

2.01 Union Recognition

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

2.02 Union Membership

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

2.03 Information to Union

The Employer shall provide the Union in a format acceptable to the Union the name, address, telephone number(s), email address (if provided by the employee), classification and wage rate of all newly hired employees, within two (2) weeks of the date of hiring.

2.04 Information for New Employees

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 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.

2.06 Authorization

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

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.

ARTICLE 3 — UNION REPRESENTATION

3.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Executive Councillors, Job Stewards, Bargaining Committee Members and other Union officials 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

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 Employer as to appropriate time for such contact before meeting the employees, and such authorization shall not be unreasonably withheld by the Employer.

3.03 Job Stewards

- (a) The Employer 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 provide the Employer a list of the names of the employees appointed as Job Stewards and shall notify the Employer, in writing, of any changes thereto.

- (c) 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 representatives of the Union during regular working hours, without loss of pay. Job Stewards will obtain permission from their immediate supervisor for such purposes and such permission will not be unreasonably withheld.
- (d) Job Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

3.04 Privileged Communication

All communication among Job Stewards, Union representatives and 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.

3.05 No Discrimination for Union Activity

The Employer shall not discharge, discipline, interfere with, restrict, coerce or otherwise discriminate against any member of the Union for 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.

ARTICLE 4 — THE RIGHTS of the EMPLOYER

4.01 Management Rights

The Union recognizes the right of the Employer to operate the business and direct the workforce subject to the provisions of this Agreement and the right of the Union and employees to grieve, as provided in 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.

ARTICLE 5 — EMPLOYEE CATEGORIES

5.01 Probationary Period

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.

5.02 Full-Time Regular Employee

A full-time regular employee is an employee engaged on an ongoing basis for between thirty-two (32) and forty (40) hours per week.

5.03 Part-Time Regular Employee

A part-time regular employee is an employee engaged to work regular hours and/or days on an ongoing basis for between sixteen (16) and thirty two (32) 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.

5.04 Casual Employee

A casual employee is an employee hired solely to augment the regular work force for vacation relief, unusual peak workloads or emergencies. 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. Casual employees shall be paid the hourly rate as established in Appendix A of this Agreement.

ARTICLE 6 — HOURS of WORK, OVERTIME and SHIFT PREMIUM

6.01 Shift Schedule

Each full-time regular and part-time regular employee will 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. Management may split a shift for staff shortage reasons but only upon mutual agreement of the Union.
- (b) A regular work week for a full-time regular employee shall consist of a minimum either thirty-two (32) hours 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. Work week shall start with the 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-two (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 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 thirty-two (32) hours to sixteen (16) hours per week, any such reduction shall be treated as a layoff.
- (d) Each office employee shall have an established shift falling within the hours set out herein:
- (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:	6:00 am-8:00am to 2:00pm-4:00pm
Afternoon:	2:00pm-4:00pm to 10:00pm-12:00am
Graveyard:	10:00pm-12:00am to 6:00am-8:00am

- (f) **Shift Bid**
In mid-November and mid-April, the above Dispatch/Call taking shifts shall be posted for re-bidding in order of seniority. Upon completion of the re-bidding, not later than mid-January and mid-July respectively, the new shifts shall be implemented for the next six (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) shifts 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.

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 Employer's work schedule for 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 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.

6.03 Rest Periods and Refreshments

Each employee shall be allowed to have refreshments at their 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 Employer shall provide a refreshment service for the employees.

6.04 Overtime 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 fifty per cent (150%) of the employee's regular hourly rate for the first two (2) hours and 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.

6.05 Overtime on a Scheduled Day Off

All time worked by a regular employee on their regular day off shall be considered as overtime and shall be paid at the rate of one hundred fifty per cent (150%) of the employee's regular hourly rate for the first two (2) hours and 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.

6.06 Additional Meal Period

Any employee requested to work overtime beyond the regular eight hour work day shall take a 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 to be taken at a time mutually agreed upon by the employee and the Employer. The length of time off with pay shall be equal 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.

6.07 Minimum Overtime Pay on Call-Back or Call-In

An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen (15) minutes each way.

6.08 Overtime Based on Seniority

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

6.09 Time Off in Lieu of Overtime Pay

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

6.10 Transportation on Emergency Call-In

All employees required to work on an emergency call in basis between the hours of midnight to 0600 hours who have no other means of transportation will be provided with transportation from the Employer from and to home at no charge to the employees. For any employee who remains at their work station in an emergency situation and has no other means of transportation, will be provided with transportation from the Employer to home at no charge to the employee.

6.11 Shift Premium

Shift premiums will be paid for all hours worked on the graveyard shift, 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).

ARTICLE 7 — PAID HOLIDAYS

7.01 Paid Holidays Observed

- (a) The Employer agrees to provide all regular employees with the following paid holidays:

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

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

- (b) Religious Accommodation
An employee shall be allowed to transfer any or all of the paid holidays in Clause 7.01(a) above to some other day of religious significance in their faith.

7.02 Work on Paid Holidays

- (a) Work performed by any employee on the above paid holidays, will be paid for at the rate of one hundred fifty 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 paid holiday pay at the rate of one hundred fifty per cent (150%) of the 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 fifty per cent (250%) of the employee's regular rate of pay for such paid holiday. The Employer shall solicit, and the employee shall indicate, the choice of a specific day off or the monetary option within seven (7) days prior to or seven (7) days following the paid holiday.
- (c) All time worked by any employee on a day granted in lieu of the paid holiday, as provided in Subarticle 7.01 above, shall be considered overtime and paid at one hundred fifty per cent (150%) of the employee's prorated hourly rate.

7.03 Day Off in Lieu of Paid Holiday

A day off arising in lieu of a statutory holiday in accordance with Section 1 or Section(a) shall be taken at a time mutually agreed to between the Employer and the employee. If the employee and the Employer are unable to agree on the date, time off in lieu of the statutory holiday will be taken within one hundred and twenty (120) days immediately following the statutory holiday, at the cash value accumulated on the banked day worked.

7.04 Scheduling Lieu Days

The banked days in lieu of statutory holidays shall be taken in the order that they were accumulated.

A day off in lieu arising in accordance with Section 1 (a regularly scheduled day off) shall be paid when taken. The payment shall be at the amount equal to the regular straight time equivalent of the last regularly scheduled day worked (in accordance with the semi-annual shift bid) prior to such applicable statutory holiday. A day off in lieu arising in accordance with Section 2(a) (a statutory holiday worked) shall be paid when taken. Payment shall be at the amount equal to the regular straight time equivalent of the regularly scheduled hours worked on the applicable statutory holiday.

7.05 Holiday Coinciding with Vacation

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

7.06 Seniority-Based Scheduling

Employees, by seniority, may decline to perform work on any regularly scheduled shift which falls on any Statutory Holiday, but employees with the least seniority in the bargaining unit cannot decline to work on such Statutory Holiday.

7.07 New Year's Eve Bonus

Employees required to work New Year's Eve on shifts starting from 6 p.m. to 12 midnight and do not qualify for Statutory Holiday pay shall receive a fifty (\$50.00) dollar bonus.

ARTICLE 8 — ANNUAL VACATIONS

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

8.01 Annual Vacation Entitlement

(a) After one (1) year

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

(b) After three (3) years

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

(c) After six (6) years

All employees shall be entitled to twenty (20) working days paid vacation after six (6) years service and in each year thereafter. Payment for such vacation shall be at the employee's current salary or eight per cent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

(d) After eleven (11) years

All employees shall be entitled to twenty-five (25) working days of paid vacation after eleven (11) years service and in each year thereafter. Payment for such wages shall be at the employee's current salary or ten per cent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.02 Multiple Vacation Periods

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

8.03 Vacation Selection

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

8.04 Vacation to be Taken

Employees shall be required to use their vacation within the twelve (12) months following entitlement.

8.05 Pay Out Upon Termination

- (a) Upon termination, full-time regular employees and part-time regular employees shall be paid out for any unused portion of vacation entitlements.
- (b) Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.

ARTICLE 9 — LEAVES of ABSENCE

9.01 Bereavement Leave

In the case of death in the immediate family, an employee shall be granted a leave of absence 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.

9.02 Unpaid Leave of Absence

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

9.03 Court Duty Pay

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

9.04 Pregnancy and Parental Leave

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

9.05 Compassionate Care Leave

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

9.06 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.

9.07 Union Leave

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.

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.

ARTICLE 10 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

10.01 Sick Leave

- (a) The Employer shall allow each full-time regular employee one (1) working day per month sick leave with full pay with a maximum credit of twelve (12) days per year. The Employer will allow each part-time regular employee 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 pay, 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 a maximum of twenty-four (24) actual working days.
- (b) 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 more days may be required to provide a doctor's note at every instance, with any cost of securing such a note to be borne by the employee.

10.02 Medical Plan

The Employer agrees to enrol employees in and pay full premiums for the Medical Services Plan.

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 and part-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 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.

10.04 Dental Plan

The Union prepaid Dental Plan, or equivalent, shall be provided to all full-time regular and part-time regular employees desiring same. Premium costs shall be paid by the Employer.

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

10.05 Extended Health and Vision Plan

The Employer agrees to provide an extended health and vision plan for all full-time regular and part-time regular employees with the 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.

10.06 Retirement Savings

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

ARTICLE 11 — WAGES and JOB CLASSIFICATIONS

11.01 Classification and Wages

Employees shall be classified in accordance with the skills used and shall be paid the rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix A attached hereto and made part of this Agreement.

11.02 No Reduction in Pay of Increase in Hours

This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be advanced or promoted in the service of the Employer. Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix A.

11.03 New or Reclassified Position

Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Employer and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 19 and 20 and 21 of this Agreement.

11.04 Pay Equity

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

ARTICLE 12 — JOB POSTINGS, PROMOTIONS and TRANSFERS

12.01 Internal Hiring

The Employer 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.

12.02 Job Vacancies

Notice of all job vacancies of one calendar week or more shall be posted on the office bulletin board for five (5) days and will include job title, job group and brief description of the job duties and 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 five (5) 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 shall have the right to refer qualified

employees from its unemployed roster.

12.03 Emergency Shift Availability

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

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 emergency shift is to be worked on the same day or the next day, the Employer may forego leaving a voicemail message and offer the shift to the first eligible employee who live answers the call. If the Employer has more than one day's notice of the emergency shift and the eligible employee does not live answer the call, the Employer shall leave a message and shall provide the employee at least two (2) daytime hours in which to respond, after which time the Employer may then offer the emergency shift to the next eligible employee.

12.05 Promotions

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

12.06 Trial Period upon Promotion

An employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days, unless extended by mutual agreement between the Employer and the Union. If during the trial period they is considered to be unsuitable, or if they decide to return to their old job, they shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which they may have been entitled to had they not been promoted.

12.07 Work at Higher Classification

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (½) day.

12.08 Transfers

An employee transferred from one (1) position to another having the same salary rate range, shall continue to receive their current salary. Time worked on positions having the same salary ranges shall be cumulative for determining future salary progression.

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 with the least seniority in any classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in any classification, providing such employees have the necessary qualifications and seniority.

13.02 Notice of Layoff to Employee

All regular 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 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 be bypassed for the vacancy in question. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

13.05 Recall to Any Position for which Qualified

Employees on the recall list shall have the right to return to a vacancy in their former job classification or to any classification for which they are qualified providing no other employee with greater seniority is 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 six (6) months or more with the Employer, 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. Such severance pay shall be prorated for part-time employees, 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.

ARTICLE 14 — SENIORITY

14.01 Commencement of Seniority Accrual

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

14.02 Seniority Defined

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

14.03 Regular List

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

14.04 Casual List

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 casual seniority list which shall be subordinate to the regular list.

14.05 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.

14.06 Seniority in case of Layoff

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

14.07 Seniority Accrual during Leave

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

14.08 Seniority Lists Posted

Within the office, the Employer shall post and maintain separate seniority listings for the regular and the 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 Employer.

ARTICLE 15 — HARASSMENT AND BULLYING

15.01 Policy

Every employee is entitled to work in an environment free of sexual/psychological racial 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 made and/or actions 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) Personal harassment is defined by the parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds prohibited by the B.C. Human Rights Code, or constitute bullying and harassment as defined by the *B.C. Workers Compensation Act and Regulations*. Where the Employer exercises management rights to reasonably manage and direct workers, it is not bullying and harassment.
- (d) Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile, or offensive work environment.

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 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.

ARTICLE 16 — DISCIPLINE, DISCHARGE and TERMINATION

16.01 Cause for Discipline & Procedural Rights

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

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.

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

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.

ARTICLE 17 — TECHNOLOGICAL or PROCEDURAL CHANGES

17.01 Notice of Change to Union

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

17.02 Employee Options

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

17.03 Parties may Extend Recall Period

A specified extension of the recall period, where recall is applied under Subarticle 17.02 above, may be mutually agreed by the Union and the Employer.

17.04 Severance Pay Due Immediately

Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to the required notice or pay, in lieu of such notice, as defined in Article 16, Section 2, and all vacation allowances to which the employee may be entitled.

17.05 Job Security – Central Dispatch System

The Employer agrees that there shall be no job loss during the term of this collective Agreement, nor shall any Union member be terminated without just cause, while the current dispatch system is in place. In the event, the Employer participates in a centralized or computerized dispatch system, or amalgamates entirely with another Taxi Company, the intention of the Employer would be to retain all or as many of the Union members as possible. Failing agreement on a merged seniority list, an application shall be made to the Labour Relations Board, for a ruling.

17.06 Employer to Train

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

17.07 Information to Union

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

ARTICLE 18 — GENERAL

18.01 Pay Days

The regular pay day shall be on alternate Wednesdays and the pay cheques shall be available no later than 12:00 o'clock, noon, properly signed and ready for distribution.

18.02 No Other Agreement

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

18.03 Current Conditions Continued

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

18.04 Picket Lines

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

18.05 Facilities

The Employer agrees to provide a small refrigerator and microwave oven for the benefit of the employees.

18.06 Front Door Access

The Employer will arrange to install an intercom – electric lock system to allow access by the front door to employees reporting to work during the period that the front door is normally locked.

18.07 VDT's

It shall be the Employer's responsibility to ensure that the VDT equipment meets all the WCB and Federal Government safety standards.

18.08 Security

For security and safety purposes, the workplace doors shall remain closed from 7pm to 7am Monday to Friday for all except staff. Workplace doors shall remain locked all hours during the weekend for all except staff. For clarity, weekends shall be defined as from 7pm Fridays until 7am Mondays.

ARTICLE 19 — GRIEVANCE PROCEDURE

19.01 Grievance Defined

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 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 19.03, 19.04 or 19.05, 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.

19.07 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.

ARTICLE 20: PRIVACY

20.01 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.

20.02 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.

20.03 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.

20.04 Notice to Union and Employees

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

20.05 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.

ARTICLE 21 — ALTERNATE GRIEVANCE HANDLING

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 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.

ARTICLE 22 — SINGLE ARBITRATOR

22.01 Arbitration Provision

When any difference arises between the parties as to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration in accordance with this Article 21.

22.02 Notice of Referral to Arbitration

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Section 2, Step 3 of Article 19. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

22.03 Appointment of Arbitrator

The Parties to the dispute will thereupon 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 director of the Collective Agreement Arbitration Bureau of the Labour Relations Board of British Columbia to appoint an arbitrator. Where practicable, hearings shall commence within four (4) months of the appointment of the arbitrator.

22.04 Arbitration Hearing and Award

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

22.05 Arbitration Costs

Each Party shall pay their own costs and expenses of the arbitration and one-half (½) the remuneration and disbursements or expenses of the arbitrator.

ARTICLE 23 — OCCUPATIONAL HEALTH and SAFETY

23.01 *Act and Regulation*

The Employer shall comply fully with the provisions of the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*. Without limiting the generality of the foregoing, the Employer shall at least annually, and more frequently as may be required, review office facilities for compliance with the ergonomics (MSI) requirements, of the aforementioned *Regulation*.

23.02 *Safety Committee or Representative*

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.

23.03 *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.

23.04 *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.

ARTICLE 24 — EMPLOYMENT STANDARDS

The Employer agrees that any provision of the Employment Standards Act 1995 not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement as it applies to a particular group of employees shall be deemed to be a part of this Collective Agreement for that particular group of employees.

ARTICLE 25 — DURATION

25.01 Term

This Agreement shall be binding and remain in full force and effect on and after the **1st** day of **June 2019**, to and including the **31st** day of **May 2022**.

25.02 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.

25.03 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.

25.04 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.

25.05 Severability


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

Signed this 1st day of September, 2021

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;


Harjit Singh Randhawa, Board Member

SIGNED ON BEHALF OF THE UNION
Party of the Second Part;


Anny Chen, Union Representative

E&OE

APPENDIX A

JOB CLASSIFICATION, GENERAL DUTIES and HOURLY RATES

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/Payroll will need to be informed of any increase in pay
 - scheduling dispatch staff as per employer 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 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:
- 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 Employer'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:

- reasonable knowledge of the city
- a command of English and whose duties, under supervision, may include:
- 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 whose duties, under supervision, may include:

- assisting the bookkeeper with bookkeeping-related administrative tasks
- performing data entry
- performing a basic level of customer service on administrative matters
- 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

WAGES

Hourly Wage Rates

	June 1, 2019
Dispatch Supervisor	\$19.72
Dispatcher	\$18.21
Call Taker/Clerk/Casual	<u>\$14.42</u> ** <u>Effective June 1, 2021 - \$15.20</u>

All bargaining unit employee will receive a lump sum payment of \$250.00 at ratification.

The Employer agrees to provide Audited Financial Statements, stating the company's financial position for fiscal 2019, 2021 and 2021 at the commencement of the next round of collective bargaining with the Union.

*** Changed to reflect new minimum wage effective June 1, 2021.*

E&OE

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.

LETTER of UNDERSTANDING #1

BETWEEN: KELOWNA CABS (1981) LTD.

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

It is agreed and understood that due to the new dispatch system and concern about staff being available for emergencies and vacations that the Employer commits to the following:

- (a) every effort will be made to train and have available coverage in the bargaining unit;
- (b) when bargaining unit members are not available a driver or shareholder may be used to cover the shift or portion thereof;
- (c) the driver or shareholder shall not be hired to replace bargaining unit employees and shall not be part of the bargaining unit or covered by the Certificate issued by the Labour Relations Board or the current Collective Agreement;
- (d) the Employer will pay to the union a work permit fee of \$5.00 for each shift or portion worked submitted along with the union dues showing shifts paid for.

Original letter signed and incorporated into collective agreement effective June 1, 2002.

LETTER of UNDERSTANDING #2

BETWEEN: KELOWNA CABS (1981) LTD.

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

It is agreed and understood that the current staffing compliment (5 full-time – 5 casuals) shall be maintained unless the Employer has difficulty filling a position or needs to add to the current number of employees.

Original letter signed and incorporated into collective agreement effective June 1, 2013.

LETTER of UNDERSTANDING #3

BETWEEN: KELOWNA CABS (1981) LTD.

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

This LOU is intended to put the Parties to this agreement on notice that the Employer intends to either amend or delete Article 23 currently in this agreement.

Original letter signed and incorporated into collective agreement effective June 1, 2013.

LETTER of UNDERSTANDING #4

BETWEEN: KELOWNA CABS (1981) LTD.

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

Nothing in this Collective Agreement will preclude the Employer from utilizing technology and/or external call centres to assist with dispatch and call taking provided that the Employer's use of technology and/or external call centres does not result in a reduction of bargaining unit work.

Original letter signed in mediated settlement document dated June 15, 2021.

LETTER of UNDERSTANDING #5

BETWEEN: KELOWNA CABS (1981) LTD.

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

RE: Section 87 Settlement Officer

The Parties will jointly apply under Section 87 of the *Labour Relations Code* for a settlement officer to assist the parties in settling the following ten (10) grievances filed by the Union in collective bargaining. The Parties will respectively request that Mediator Bains be assigned as settlement officer.

2.09 – Bargaining Unit Work

Article 17 – Technological or Procedural Change

Article 2 and LOU 1 – Union Security and Union Dues

25.03 – Enforcement

4.02 – Employer Policy

Appendix A – Classifications

LOU 2 – Staff Complement

Article 6 – Hours of Work, Overtime & Shift Premium

Article 8 – Annual Vacation

Article 10 – Sick Leave, Welfare Plans and Pension Plans

Original letter signed in mediated settlement document dated June 15, 2021.