

MEMORANDUM OF AGREEMENT

BETWEEN:

Beach Place Ventures (Black Top Cabs)

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from **July 1, 2015** through **June 30, 2020** (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:


- 1. The Parties agree that the Collective Agreement is renewed for a term of **6** years from **July 1, 2020** to **December 31, 2026** with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from month day, year unless specifically stated otherwise.

5. All items not addressed herein will be considered withdrawn on a without prejudice basis.
6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Note: an additional line item in the second part **may** be required as follows:

n. This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at Vancouver, B.C. this 13th day of December, 2023



FOR THE EMPLOYER



FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 01		Housekeeping	

Gender Neutral Language

The Union proposes the entire collective agreement be updated to become gender neutral.

- ie. 'he/she' be changed to 'the employee'
'her/his' be changed to 'their'"

E&OE
Signed off this 17TH day of NOVEMBER 20 23.

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 02		Housekeeping	

Various Housekeeping

- Change "Section" to "Article"
- COPE378 to MoveUP (COPE 378)
- Change "Company" to "Employer"
- Change "union" to "Union"
- Change "agreement" to "Agreement"

The Union proposes the Parties agree to address any typographical, grammatical or structural errors in the process of producing the collective agreement.

E&OE

Signed off this 17th day of NOVEMBER 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 03	Article 1	<i>Amend</i>	

ARTICLE 1 — PURPOSE

1.01

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

1.02

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

1.03

The Company agrees that "the *Employment Standards Act 1995*," 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.

E&OE

Signed off this 17th day of NOVEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Nov 29th, 2023	Time:
UP 06	Article 5.03	Amend	

ARTICLE 5 — DEFINITION OF EMPLOYEES

5.03 Part-time Regular

A part-time employee is any person hired to work regular hours or days on a continuing basis, but ~~fewer than the normal working~~ less than thirty-two (32) hours in a week on a posted and awarded position, and whose duties fall within the bargaining unit as defined in Article 2.01 of this Agreement.

E&OE

Signed off this 29TH day of NOV 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 14	Article 9.05	<i>Housekeeping – remove quotations</i>	

ARTICLE 9 — LEAVES OF ABSENCE

9.05 Maternity Leave, Parental Leave and Adoption Leave

Leave of absence shall be granted in accordance with the "*Employment Standards Act*".
Such leave will not affect sick leave entitlement or seniority.

E&OE

Signed off this 17th day of NOVEMBER 2023.

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 29	Article 17.08	<i>Amend</i> The Union proposes the Parties agree to discuss WCB regulations and obligations with a view to introduce a respectful workplace policy.	

ARTICLE 17 — GENERAL

17.08 Health & Safety

Pursuant to Division 4 of the Workers Compensation Act there shall be established at the workplace a Joint Health and Safety Committee comprising of two [2] appointees by the Company and two employees appointed by the Union. Employee representatives shall be on leave of absence without loss of pay for time spent on this committee. The scope of this Committee as established under the terms of Division 4 of the Workers Compensation Act may be extended as required to enable the Committee to make recommendations to management relating to improved working conditions.

The Joint Health and Safety Committee shall send its reports, including recommendations, to Job Stewards and the Union.

Deleted: on a monthly basis

E&OE
Signed off this 19TH day of NOVEMBER 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BEACH PLACE VENTURES
BLACK TOP CABS
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 11, 2023	Time:
UP 30	Articles 17.11-17.13	<i>Delete 17.11 and 17.13 and renumber remainder of Article</i>	

ARTICLE 17 — GENERAL

~~17.11~~ (~~Deleted — May 2015~~)

~~17.13~~ (~~Deleted — May 2015 — incorporated into Article 15~~)

E&OE

Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Comprehensive Proposals			
	Affected Article/MOU	Date: December 12, 2023	Time:
	Various	Version 5	

The Union proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in Collective Bargaining between MoveUP and BlackTop Cabs:

1. All matters previously agreed to between the Parties shall form part of this settlement agreement.
2. All items not referred to in this document are considered withdrawn without prejudice.
3. Items that the Parties haven't been agreed shall remain unchanged as set out in the July 2015-June 30, 2020 Collective Agreement.
4. The Parties will collaboratively address any structural, grammatical or typographical errors in the production of this Agreement.

UP04

ARTICLE 2 — UNION SECURITY AND RECOGNITION

2.04

Dues authorization forms will be signed at time of hiring. The Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee, and to transmit the monies so collected to ~~the Secretary-Treasurer~~ of the Union, once monthly, together with a list of employees from whom such deductions have been made.

UP10/ER07

ARTICLE 7 – STATUTORY HOLIDAYS

7.01

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

New Year's Day	Family Day	Good Friday
Floater (in lieu of Easter Monday)	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day

<u>National Day for Truth and Reconciliation</u>	Remembrance Day	Christmas Day
Floater (in lieu of Boxing day)		

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Company further agrees that should one of the above statutory holidays fall on a regular scheduled day[s] off, the employee shall receive an additional day or days off, with pay, to be taken at a time mutually agreed to between the Company and the employee. If the employee and the Company are unable to agree on the date, the decision shall be the Company's provided the date selected is in conjunction with the employee's regular days off and is taken within the thirty [30] day period immediately following the statutory holiday. Each employee shall give thirty [30] days' notice of their choice of a day off as the Floating Day.

UP13

ARTICLE 9 — LEAVES OF ABSENCE

9.02 **Compassionate Bereavement 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 the Lower Mainland, as defined by WorkBC, 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.

Part time employees shall be entitled to one (1) day ~~compassionate~~ bereavement leave, in accordance with the above provision.

UP15/UP16/UP18

The Employer provides statutory leaves of absence in accordance with the Employment Standards Act. Statutory leaves do not affect sick leave entitlement or seniority.

ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.01 Sick Leave

1. The Company will allow one [1] working day per month sick leave with full pay with a maximum credit of twelve [12] days per year. Such sick leave may be accumulated from month-to-month and year-to-year up to a maximum of thirty [30] actual working days. Employees, upon request by the Company, will be required to supply a doctor's certificate, providing:
 - i) this is not within the first five [5] leaves of the year, or;
 - ii) the illness extends beyond one [1] day's duration;
2. An employee upon termination of employment unless for just cause shall be paid his/her accumulated [unused] sick leave at the employee's current rate of pay to a maximum of fifteen [15] days.
3. If there is a charge, user-fee or other cost that is beyond the coverage of the Medical Services Plan for the required Doctor's Certificate, the Employer shall reimburse the employee thirty dollars [\$30.00] towards the charge, user-fee or other cost that is not covered.
4. A part-time employee's sick leave will be pro-rated based on the percentage of full time hours worked. Ie: an employee that works 70% of full time hours shall receive 70% sick leave that would equal 7 days in a 10 month period.
5. The Employer shall provide paid sick leave to casual employees in accordance with the *Employment Standards Act*.

ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.02 ~~Medical and Surgical~~ Medical Services Plan

The Company agrees to provide the Medical Services Plan for BC as outlined below:

- 1. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.*
- 2. The Company agrees to provide and pay one hundred percent [100%] of the full premium costs of the Medical Services Plan for the Office employees.*
- 3. The full premium costs of the Medical Services Plan for Calltakers and Dispatchers shall be paid by the Company.*

ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.05 Dental Plan

The Company agrees to provide the COPE Local 378 Prepaid 4500 series Dental Plan as outlined below:

1. The Plan shall include benefits as follows:
 - [a] eighty percent [80%] reimbursement under Part "A" [diagnostic, preventive, restorative services].
 - [b] fifty percent [50%] reimbursement under Part "B" [crowns, bridges, dentures].
 - [c] Financial limit of \$3,000 per year.
2. Effective January 1, 2005 dental coverage will be ~~extended~~ offered to all employees regularly scheduled for 20 or more hours per week at a shared premium cost of seventy-five percent [75%] / twenty-five percent [25%] — Employer / employee.

For greater clarity, the Union proposes to discuss moving Article 17.14 to Article 12.

UP35

20.01

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, to ~~Mr. Ron Keras for this purpose or if unavailable another~~ an arbitrator 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 ten [10] days of the date of receipt of the request; and, for those ten [10] days from that date, time does not run in respect of the Grievance Procedure.*

UP36

ARTICLE 22 — EMPLOYMENT STANDARDS

~~The Company 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 for a specific employee or a particular group of employees, shall be deemed to be part of this Collective Agreement for that employee or particular group of employees.~~

UP37 – BT proposal highlighted yellow

ARTICLE 23 — DURATION

23.01

- [a] This Agreement shall be in full force and effect on and after the **1st day of July 20152020**, to and including the **same day as ratification 2026**. After the expiry date of the agreement and until a revised agreement is signed, this agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.

- [b] The Union and the Company shall commence negotiating in good faith no later than ninety [90] days prior to the expiration of the current Collective Agreement to ensure that the terms and conditions for a new Collective Agreement may be obtained and the Agreement executed in a timely fashion.
- [c] Where such notice is given, the provisions of this Agreement shall continue in full force and effect UNTIL a new Agreement is signed and executed.

UP39/UP40/ER20

Signing bonus shall be calculated at a mutually agreed percentage of a current employee's gross earnings between July 1, 2020 and the latest pay period (December 21, 2023).

General Wage Increases

<u>Upon Ratification:</u>	<u>3.00%</u>
<u>December X, 2024:</u>	<u>1.50%</u>
<u>December X, 2025:</u>	<u>1.50%</u>
<u>December X, 2026:</u>	<u>1.50%</u>

All Trainees – Trainee Rate [for first 300 hours] = \$17.50 per hour
From 301 to 600 = \$18.50 per hour

hours [AN]

The Employer agrees to adjust the trainee rates in accordance with B.C.'s minimum wage.
Any market adjustment increase to the trainee rates may apply at the Employer's discretion.

ER01

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.11 Shift Premium

Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of a ~~six [6%] per cent~~ \$1.25 premium for each such hour worked.

ER03

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

7.02

[d] Should a Part-time regular or Casual Dispatch employee be required to work on a Statutory Holiday as per Article 7.01 above, and does not qualify for an additional day off as described in 7.02 (i), the rate of pay shall be one hundred seventy-five percent [175%] of the employee's regular rate of pay, and if the employee qualifies as per Article 7.02[c] above, they shall ~~also~~ receive another day off with pay.

ER06

ARTICLE 9 — LEAVES OF ABSENCE

9.03 Leave of Absence

- a) Employees who have completed two [2] or more years of service with the Company may apply for and receive, ~~where practical at the Employer's discretion~~, leave of absence up to five [5] working days, without pay, to be taken in an unbroken sequence.
- b) Employees who have completed four [4] or more years of service with the Company shall, ~~where practical at the Employer's discretion~~, receive up to ten [10] working days leave of absence without pay annually. Such leave shall be taken in an unbroken sequence.

ER12

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

12.04

An employee promoted to a higher rated position shall be on trial for the first ~~sixty [60] calendar days~~ fifty (50) shifts, unless extended by mutual agreement between the Company and the Union. The Company has the right to shorten the trial period where, in the opinion of the Company, the employee will not be capable for the position, similarly the employee may decide that he/she is not suited to the position. In either case, he/she shall be returned to his/her former position plus any increments which he/she may have been entitled to, had he/she not been promoted. Promotions to Calltaker 3 and Calltaker 2 are dealt with in Appendix "A", Dispatch.

ER13

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

12.08

Casuals shall be called in order of the number of shifts worked as defined in Article 14.07 and offered any shifts that are not filled by regular full-time or regular part-time employees. This only applies when covering for a last-minute book off; for better clarity, it means shift starting within 24 hours.

The Parties recognize that distribution of available casual shifts will be equal, transparent and based on employee performance and availability.

ER14

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

12.09 Job Security

The Employer agrees that there shall be no job loss during the term of this Agreement, nor shall any employee in the bargaining unit who has completed the probationary period be laid-off, terminated, suffer a reduction in earnings, or be denied negotiated wage increases, unless agreed to otherwise, in writing, by the individual employee and the Union. The Employer shall maintain at least twelve (12) full-time positions equivalent.

~~NOTE: This applies to six [6] full-time office, wicket employees, six [6] full-time regular VCO/VCT and six [6] full-time regular Call Taker positions.~~

ER17

~~17.07 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.~~

ARTICLE 17 — GENERAL

17.15

~~The Company will pay the cost of pre-approved work-related courses upon completion of these courses.~~ Where the Employer directs an employee to take a course, the Employer will pay the cost of that course. If the employee leaves within two [2] years, the Employer may recover the cost of the course.

E&OE

Signed off this 13 day of December 20 23

For the Union



For the Employer

