

MEMORANDUM OF AGREEMENT

BETWEEN:

KELOWNA CABS (1981) LTD.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

Canadian Office and Professional Employees' Union, Local 378 (dba MoveUP)

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from June 1, 2019 through May 31, 2022 (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 four (4) years from June 1, 2022, to May 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 June 1, 2022, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

Signed at Burnaby and Kelowna, **B.C. this** 22 **day of** January, **2024**

For the Employer:

Jasman Kaur, General Manager

Gurpreet Gill, Director

For the Union:



Yudon Garie, Union Representative



Ronnie Ho, Union Representative

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:45am
UP 01	Various	<i>Various Housekeeping throughout collective agreement</i>	

Various Housekeeping

- Throughout the collective agreement:
 Change "Company" to "Employer"
 Change "union" to "Union"
 Change "he/she" to the "employee" or "they"
 Change "working hours" to "office hours"
 Change "sub article" to "Article"

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

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:45am
UP 02	1.02	Amend	

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, color, ancestry, place of origin, religion, age, sex, sexual orientation, gender identity or expression, physical or mental disability, family status, or marital status, or any other protected class listed in the Human Rights Code.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10.46am
UP 03	1.03	<i>Amend</i>	

ARTICLE 1 -- PURPOSE

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.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:47am
UP 04	1.04	<i>New – impact of legislation language</i>	

ARTICLE 1 -- PURPOSE

Impact of Legislation

- 1.04** (a) In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
- (c) If after forty-five (45) working days from the commencement of negotiations referred to this article the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

E&OE
Signed off this 17 day of January 2024

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:48am
UP 05	2.03	<i>Amend</i>	

ARTICLE 2 — UNION SECURITY and RECOGNITION

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.

E&OE
Signed off this 17 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time:
			10:53
UP 06	2.04	<i>Amend</i>	

ARTICLE 2 — UNION SECURITY and RECOGNITION

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 of the job stewards. 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 Representatives shall be given an opportunity to meet privately with new employees during regular work 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

E&OE

Signed off this 17 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 18, 2024	Time: 3:12pm
UP 07	3.03	<i>Amend</i>	

ARTICLE 3 — UNION REPRESENTATION

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.
- (e) Job Stewards shall collaborate with the Safety Committee or Representatives to discuss any general safety concerns with the Employer as needed, but no less than on a quarterly basis. Job Stewards may be appointed as Safety Representative(s) by the Union.

E&OE

Signed off this

18

day of

January

2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time:
			10:53am
UP 08	5.02	<i>Amend</i>	

ARTICLE 5 — EMPLOYEE CATEGORIES

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. Wherever possible, the employer will maximize the hours of work, for full-time regular employees, to forty (40) hours per week.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:53
UP 09	5.04	<i>Amend</i>	

ARTICLE 5 — EMPLOYEE CATEGORIES

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.

The Employer shall not employ more than two (2) casual employees.

E&OE

Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12pm
UP 10	6.01	<i>Amend</i>	

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~~ A regular workday 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 of either thirty-two (32) hours or forty (40) hours per week to be worked on ~~four (4) or five (5) consecutive work days, respectively,~~ subject to Clause Article 6.01 (e) below. A 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 a non-arbitrary and/or 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 must first be agreed upon by the Union.
- (c) A regular work week for a part-time regular employee shall ~~consist of either~~ be a minimum of sixteen (16) hours, but less than or thirty-two (32) hours per week, to be worked in on regular work days pursuant to Clause Article 6.01 (a) above. A part-time regular employee shall be scheduled to have at least two (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 ~~less than thirty two (32) hours to sixteen (16) hours per week,~~ any such reduction shall be treated as a layoff must first be agreed upon by the Union.

(d) Shifts for Office Employees and Dispatchers/Call-takers

Each office employee shall have an established shift falling within the hours set out herein: in article 6.

9:30 a.m. to 4:30 p.m., Monday through Friday. Any change to an established shift must be mutually agreed between the Employer and the Union.

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

Dayshift: 6:00am-8:00am ~~to 2:00pm-4:00pm~~
Afternoon: 2:00pm-4:00pm ~~to 10:00pm-12:00am~~
Graveyard: 10:00pm-12:00am ~~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) hour shifts within the relevant parameters of this Subarticle Article 6.01. If the Employer requires a casual employee to work for fewer than four (4) hours, the casual employee shall be paid a minimum of ~~as if they had worked~~ four (4) hours.

E&OE

Signed off this

18

day of

January

2024

For the Union

For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:53am
UP 13	7.01	<i>Amend</i>	

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	<u>National Day for Truth and Reconciliation</u>	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 Article 7.01(a) above to ~~some other a different~~ day of religious significance in their faith.

E&OE
Signed off this 17 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 11:45am
UP 14	7.07	<i>Amend</i>	

ARTICLE 7 — PAID HOLIDAYS

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.~~

Employees required to work on New Year's Eve, with a start time between 6:00pm and midnight, shall be entitled to the Work on Paid Holidays provisions set out in Article 7.02, for the duration of their entire shift.

E&OE
Signed off this 19 day of January 2024

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12pm
UP 15	8.06	<i>New</i>	

ARTICLE 8 -- ANNUAL VACATIONS

8.06 Disruption of Vacation due to Illness and Bereavement

- (a) An employee whose vacation leave is disrupted by an illness or injury incurred after their vacation has begun may be entitled to reschedule or extend their vacation for the period of disability. Such requests to reschedule or extend vacation must be provided, in writing, to their respective manager, on the first day of illness or injury where practicable, and must provide a doctor's note within two (2) days of notification to their manager.
- (b) An employee who becomes entitled to bereavement leave pursuant to Article 9.01 immediately prior to, or during, their scheduled vacation may reschedule that portion of the vacation time which runs concurrently with the bereavement leave.

E&OE
Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12pm
UP 16	9.01	<i>Amend</i>	

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 or partner, 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.

Should the employee be required to travel outside of British Columbia to attend the funeral due to the death of an immediate family member as identified above, the employee shall be granted a leave of absence with pay of up to two (2) additional consecutive working days.

E&OE

Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: January 18, 2024	Time: 3:12pm
UP 17	10.01	<i>Amend</i>	

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 days 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. Each part-time regular employee shall be entitled to twelve (12) sick days per calendar year, with full pay.~~

A regular employee's sick leave bank shall be renewed on January 1st.

Such sick leave may be accumulated to a maximum of thirty-six (36) working days in an employee's sick leave bank.

- (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.
- (c) Casual employees shall be granted five (5) paid, and three (3) unpaid, sick leave days per calendar year, effective thirty (30) calendar days after their date of hire.

E&OE

Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:53
UP 18	10.02	<i>Amend</i> The Union proposes that the Parties agree to discuss cost allocation of Medical Services Plan and EI Premium Reduction Savings.	

ARTICLE 10 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

10.02 Medical Services Plan

The Employer agrees to enroll employees in and pay full premiums for the Medical Services Plan (MSP).

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 1:12pm
UP 20	10.07	<i>New</i> The Union proposes that the Parties agree to discuss with a view to introduce a short-term and long-term disability plan.	

ARTICLE 10 — SICK LEAVE, WELFARE PLANS and PENSION PLAN

10.07 Short-Term and Long-Term Disability Plans

The parties agree to meet by March 31, 2025 to discuss the feasibility of introducing a Short-Term and Long-Term Disability Plan.

E&OE
Signed off this 19 day of January 20 24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:53
UP 21	13.03	<i>Amend</i>	

ARTICLE 13 — LAYOFF, RECALL and SEVERANCE

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, or for a period mutually agreed by the Employer and the Union.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 18, 2024	Time: 3:12pm
UP 22	13.07	<i>Amend</i>	

ARTICLE 13 — LAYOFF, RECALL and SEVERANCE

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 as follows:

- ~~one (1)~~ two (2) weeks at the employee's current regular salary for each year of service for the first two (2) years; then
- one (1) week at the employee's current regular salary for each year of service thereafter.

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)~~ three (3) weeks' severance pay of three (3) days each, for each year of service.

E&OE

Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12 pm
UP 23	17.01	<i>Amend</i>	

ARTICLE 17 — TECHNOLOGICAL or PROCEDURAL CHANGES

17.01 Notice of Change to Union

The Employer will must provide the Union with at least three (3) months advance notice of intention for any the following changes:

- ~~to introduce~~ implementation of automation
- installation and/or implementation of any new equipment or procedures
- ~~and/or~~ mergers with other companies which might result in displacement, or reduction of hours, and/or of personnel in changes of any job classification.

E&OE
Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:54
UP 24	17.06	<i>Amend</i>	

ARTICLE 17 — TECHNOLOGICAL or PROCEDURAL CHANGES

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.

The parties shall discuss any newly created positions within the organization and reach a mutual agreement in terms of their duties and classifications.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12 pm
UP 25	18.06	<i>Amend</i> The Union proposes that the Parties agree to discuss with a view to establish work alone or emergency response protocols.	

ARTICLE 18 — GENERAL

18.06 Front Door Access

The Employer will ~~arrange maintain to install an~~ functioning intercom and electric security lock system to allow access ~~by~~ of the front door to employees reporting to work during the period that the front door is normally locked. The employer will also install a camera that will allow employees to determine who is at the door.

A key for the main door shall be kept in the dispatch office.

The employer will ensure that no members of the general public shall require access to the building after 8:00pm.

E&OE

Signed off this

18

day of

January

20

24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:54
UP 26	24	<i>Merge language with relevant language in 1.03 then renumber remaining articles</i>	

~~ARTICLE 24~~ — EMPLOYMENT STANDARDS (Merge with the relevant Article 1.03)

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.

E&OE
Signed off this 17 day of January 2024

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 2:51pm
UP 27	25.01	<i>Amend</i> The Parties shall discuss and agree on the length of term for the new agreement.	

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 ~~2022~~**, to and including the **31st** day of **May 2022 ~~2026~~**.

E&OE

Signed off this 19 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 2:50pm
UP 28	Appendix A	<i>Amend</i> The Union proposes that the Parties agree to discuss wages, Living Wage status and benefits with a view to table language.	

APPENDIX A

WAGES

Hourly Wage Rates

	Current Wage - June 1, 2022
Dispatch Supervisor	\$19.72
Dispatcher	\$18.21
Call Taker/Clerk/Casual	\$16.75

	At ratification each employee will receive a \$1.00 wage increase. Hourly wages will be:
Dispatch Supervisor	\$20.72
Dispatcher	\$19.21
Call Taker/Clerk/Casual	\$17.75

	Effective June 1, 2024, each employee will receive a \$.50 wage increase. Hourly wages will be:
Dispatch Supervisor	\$21.22
Dispatcher	\$19.71
Call Taker/Clerk/Casual	\$18.25

	Effective June 1, 2025, each employee will receive a \$.50 wage increase. Hourly wages will be:
Dispatch Supervisor	\$21.72
Dispatcher	\$20.21
Call Taker/Clerk/Casual	\$18.75

All bargaining unit employee, employed at the time of ratification, will receive a lump sum payment of \$200.00 upon ratification.

The Employer agrees to provide Audited Financial Statements, stating the company's financial position for the fiscal 2019, 2021 and 2022 years throughout the duration of this agreement, at the commencement of the next round of collective bargaining with the Union.

E&OE

Signed off this 19 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12 pm
UP 29	Appendix B	Renew with a view to incorporate any new language agreed upon in Article 10.06.	

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 that a prudent fiscal review of the proposal will be conducted. The Employer will provide a decision with sound financial rationale.

to v
The parties agree to appoint a Joint Consultation Committee commence discussions by March 31, 2025.
Colt 469

E&OE
 Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 11:50 am
UP 30	LOU 2	<i>Amend</i>	

LETTER of UNDERSTANDING #2

BETWEEN: KELOWNA CABS (1981) LTD.

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

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

The Parties agree that a staffing compliment of a minimum of two (2) full-time regular employees, and five (5) part-time regular employees will be maintained throughout the duration of this collective agreement. The Employer may request approval of the Union to reduce the minimum staffing levels due to a bona fide reduction of work.

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

E&OE
Signed off this 19 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 19, 2024	Time: 11:57am
UP 31	LOU 3	<i>Delete</i>	

~~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.~~

E&OE
Signed off this 19 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 10:56
UP 34	LOU 5	Delete	

Delete LOU 5 re Shift Trades, signed October 3, 2022
(see attached)

E&OE
Signed off this 17 day of January 2024

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: June 5, 2023	Time: 3:52pm
UP 35	LOU 5	<i>New</i> Incorporate LOU signed off September 24, 2021 (attached) <u>and number as LOU 6 in the agreement.</u>	

LETTER of UNDERSTANDING #5-#6

BETWEEN: KELOWNA CABS (1981) LTD.

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

RE: Temporary Assignment – Excluded Positions

Original letter signed September 24, 2021 (attached).

E&OE
Signed off this 17 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Counter Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 18, 2024	Time: 3:12pm
ER 1	2.02	<i>Amend Employer's E1, article 2.02, with this counter</i>	

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)~~ within the first three (3) days of employment with the Employer, and must so remain.

E&OE
Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**KELOWNA CABS
PROPOSALS 2022
Union Counter**

Union Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:12pm
Union Counter to ER 3	6.04	<i>Amend – Union Counter</i>	

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.

It is understood that in the interest of employee flexibility, dispatch employees may, at the employee's request, voluntarily exchange shifts with another dispatch employee. In these circumstances, should an employee work in excess of the hours indicated in article 6.01, those additional hours shall be compensated at straight time hourly rates.

E&OE
Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Counter

Union			
Number	Affected Article/MOU	Date: January 17, 2024	Time: 3:19pm
Union Counter to ER 2	3.01(d)	<i>Amend – Union counter to ER 2 for new 3.01(d)</i>	

3.01

(d) All such requests for a leave of absence shall be sent to the Operations Manager, and be copied to Accounting via email at accounting@kelownacabs.ca.

E&OE
Signed off this 18 day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2022 Union Counter

Union Number		Affected Article/MOU	Date: January 17, 2024	Time: 3:12pm
Union Counter to ER 7		12.05	<i>Amend – Union Counter</i>	

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.

E&OE
Signed off this 18 day of January 20 24

For the Union

For the Employer