

MEMORANDUM OF AGREEMENT

BETWEEN:

MacLure's Cab (1984) Ltd.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**The Canadian Office and Professional Employees Union, Local 378 d.b.a.
MoveUP**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from March 16, 2020 through March 15, 2026 (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 six (6) years from March 16, 2020 through March 15, 2026 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendix "A".
- 3. Except as specifically amended below and by the attached, all terms and conditions of the Collective Agreement effective from March 16, 2020 through March 15, 2026, including Letters of Understanding or Memorandum of Agreement, shall remain in full force and effect for the renewed term of the Collective Agreement, unless subsequently amended by mutual agreement of the Parties.
- 4. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this

Memorandum unless and until the Employer has ratified this Memorandum and advised the Union in writing of its acceptance.

5. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
6. All items not addressed herein will be considered withdrawn on a without prejudice basis.
7. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
8. 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.
9. 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 ninety (90) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have thirty (30) 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 one-hundred and twenty (120) calendar days of the date of completion of the ratification vote.

Signed at Burnaby, B.C. this 29th day of JANUARY, 2024

FOR THE EMPLOYER



FOR THE UNION

APPENDIX "A"

All sign offs as attached



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: NOV. 16. 2023	Time: 9:41.
UP 1	1.04	NEW	

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, sexual orientation or marital status.
- 1.03** It is agreed that there shall be no strikes, walkouts or other interruptions of work during the period of this Agreement. It is agreed by the Company that there shall be no lockouts during the period of this Agreement.
- 1.04** The Company agrees that "the Employment Standards 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 29th day of January 2024

For the Union

[Signature]

For the Employer

[Signature]



**Maclure's Cabs
PROPOSALS 2020
Union Proposals (UP Item)**

(Canadian Office and Professional Employees Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time: 9:41 AM
UP 6	7.01	NOV 16 2023	

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

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

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.

7.02 (a) Work performed by any employee on the above Statutory Holidays, will be paid for at the rate of one hundred fifty (150%) percent of the employee's regular rate of pay, in addition to another day off with pay for that day. The Company agrees that an employee shall not be required to work on both Christmas Day and New Year's Eve.

E&OE

Signed off this

29th

day of

January

20

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
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(b) All time worked by any employee on a day granted in lieu of the Statutory Holiday, as provided in Section 1 above, shall be considered overtime and paid at one hundred fifty (150%) percent of the employee's pro rated hourly rate.

(c) Should one of the Statutory Holidays designated in the foregoing Section 1, fall on a part-time regular employee's scheduled day(s) off, that employee shall receive a full day's pay for the Statutory Holiday provided he/she has worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Statutory Holiday.

7.03 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.

E&OE

Signed off this _____ day of _____ 20_____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 29, 2024	Time: 11:43 Am
UP 7	9.02, 9.05 9.06, 9.07	Amend 9.02, 9.05 and NEW 9.06, 9.07	

ARTICLE 9 – LEAVES of ABSENCE

9.02 Compassionate Leave

In the case of death in the immediate family, i.e. employee's spouse, same sex partner, sons, daughters, father, mother, sisters, brothers, grandparents, grandchildren, step children, father-in-law, mother-in-law, each employee, upon completion of forty-five (45) days of continuous employment, shall be granted three (3) leave of absence with full pay. Members of the employee's immediate family shall be further defined to include any relative resident in the same household as the employee. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off.



9.05 Maternity, Parental and Adoption Leave

Leave of absence in case of pregnancy shall be granted in accordance with the Employment Standards Act, 1991 or as amended. Such leave will not affect sick leave entitlement or seniority.

E&OE
Signed off this 29th day of January 20 24

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 29, 2024	Time: 12:16 pm
UP 8	10.04 / 10.05	NEW	

ARTICLE 10 - SICK LEAVE, WELFARE PLANS and PENSION PLAN

10.01 Wage Indemnity Plan

A weekly Wage Indemnity Plan (1-3-52) Plan providing seventy percent (70%) of earnings when unable to work due to sickness or accident) shall be made available to all regular and part-time regular employees. The Employer shall pay fifty percent (50%) of the premium costs for the employee's coverage under such Plan.

10.02 Medical and Surgical Plan

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

1. Participation in the Plan by each regular employee (including part-time regular employees) covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare Program. Proof of such other coverage shall be required.
2. Coverage for all eligible employees (and their dependants) shall commence the first of the month following employment.
3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.
4. The Company shall pay fifty-five (55%) percent of the premium cost and the employee shall pay forty-five (45%) percent of the premium cost.

10.03 Group Life Insurance Plan

The Employer shall pay the full costs of premiums of the Group Life Insurance Plan to provide twenty-five thousand dollars(\$25,000.00) for Life Insurance and Accidental Death and Dismemberment Benefits.

10.04 Paid Sick Day

All employees, including full-time, part-time employees, shall receive five paid sick leave days on January 1 of each year. Any employees who are hired after January 1 shall receive

E&OE

Signed off this 29th day of January 2024

For the Union

For the Employer



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five paid sick leave days after ninety (90) calendar days. This entitlement shall be amended in accordance with any improvements in the *Employment Standards Act*.

E&OE

Signed off this

29th

day of

January

20

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For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Maclure's Cabs PROPOSALS 2020 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: January 29, 2024	Time: 12:18 P.m.
UP 14	21.01	The Union proposes the Parties discuss the duration and wage increases.	

ARTICLE 21 — DURATION

- 21.01** (a) This Agreement shall be in full force and effect on and after the **16th** day of **March, ~~2014-2020~~**, to and including the **15th** day of **March, ~~2020~~2026**, and shall automatically be renewed and remain in full force and effect from year to year thereafter unless either Party serves written notice upon the other Party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty (60) days prior to the **15th** of **March ~~2020~~2026**, or sixty (60) days prior to the **15th day of March** in any year subsequent thereto. If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective Agreement, or a new collective Agreement.
- (b) Where such notice is given, the provisions of this Agreement shall continue in full force and effect UNTIL a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out, whichever first occurs.

21.02 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) of the Labour Relations Code.

21.03 Severability

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement.

It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

E&OE
Signed off this 29th day of January 2024

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
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Union			
Number	Affected Article/MOU	Date: January 29, 2024	Time: <i>12:18 pm</i>
UP 15	APPENDIX A	<i>Discuss and Amend</i>	

The Union proposes the parties discuss general wage increases, B.C.'s minimum wages and Metro Vancouver's Living Wage.

Retroactive pay for members who are active and separate service during bargaining.

APPENDIX "A"

JOB CLASSIFICATION and HOURLY WAGE RATES

	March 16, 2023	March 16, 2024	March 16, 2025
Call Taker / Phone Operator	3% wage increase	3% wage increase	2% wage increase
Dispatcher Full-Time	3% wage increase	3% wage increase	2% wage increase
Dispatcher Part-Time	3% wage increase	3% wage increase	2% wage increase

*Part time dispatchers shall move to the full time dispatcher rate of pay after one thousand (1000) hours worked as a part timer.

E&OE

E&OE
Signed off this 29th day of January 2024

For the Union

For the Employer

[Signature]

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
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Union			
Number	Affected Article/MOU	Date: NOV 16 2023	Time: 9:41 Am.
UP 17	Various	<i>Housekeeping</i>	

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

29th

day of

January

20

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For the Union

Jean-Jansen

For the Employer

Boards



(Canadian Office and Professional Employees Union, Local 378)

**Maclure's Cabs
PROPOSALS 2020
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: NOV 16 2023	Time: 9:41 Am.
UP 18	Various	Housekeeping	

Various Housekeeping

Throughout the collective agreement:

- Change "Company" or "Corporation" to **"Employer"**
- Change "union" to **"Union"**
- "full time regular employee" be changed to **"full-time regular employee"**
- "part time regular employee" be changed to **"part-time regular employee"**
- "local union" be changed to **"Union"**
- "Job/Office Steward" be changed to **"job steward"**
- "Representative" to **"representative"**
- "the Parties" be changed to **"the parties"**
- Rename all references to "Section" to "Article"

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

29th

day of

January

20

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For the Union

For the Employer

[Handwritten signature for Union]

[Handwritten signature for Employer]