

# **COLLECTIVE AGREEMENT**

Between

**VANCOUVER TAXI LIMITED**  
(dba Central Taxi Dispatch)  
(hereinafter referred to as the "Employer")

and

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION LOCAL 378**  
(hereinafter referred to as the "Union")



**TERM: July 1, 2011 to June 30, 2016**

# A G R E E M E N T

**BETWEEN:** VANCOUVER TAXI LIMITED (dba Central Taxi Dispatch)  
[hereinafter referred to as the "Employer"]

*Party of the First Part;*

**AND:** CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
**LOCAL 378**  
[hereinafter referred to as the "Union"]

*Party of the Second Part;*

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## **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, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

## **ARTICLE 2 – UNION SECURITY AND RECOGNITION**

- 2.01** This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Code of British Columbia Act and shall be binding on the Company and the Union and their respective successors and assigns.
- 2.02** All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, whether members of the Union or not, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement.
- 2.03** The Company further agrees that all new employees within the scope of the certification, hired subsequent to the effective date of this Agreement shall, as a condition of employment within thirty (30) days from the date of employment, become and remain members of the Union. Shareholders shall not become members of the Union, but shall be required to participate according to 2.02 above.
- 2.04** Upon written authorization from the employee, 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.

## **ARTICLE 3 – UNION REPRESENTATION**

- 3.01** The Company shall recognize the Representative(s) selected by the Union for purpose of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 3.02** The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Company as to appropriate time for such contact before meeting the employees.

**3.03    Job Stewards**

The Company shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Job Steward(s).

**3.04**    The Job Steward(s) may, within reason, investigate and process grievances of confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate area Supervisor for such purposes and such permission will not be unreasonably denied.

**3.05**    The Job Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Job Steward shall report to the Union officers any violations of this Agreement.

**3.06    Confidentiality**

All conversations between Job Stewards and members, pertaining to terms and conditions of employment or pertaining to any matter in 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.

**3.07**    The Company shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

**ARTICLE 4 – THE RIGHTS OF THE EMPLOYER**

**4.01**    The Union recognizes the rights of the Company to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18 and 19.

**4.02**    The Union recognizes the right of the Company to appoint an Office Manager who shall assume or delegate responsibility, for all matters, other than negotiations, relating to the Bargaining Unit.

**ARTICLE 5 — DEFINITION of EMPLOYEES**

**5.01    Probationary Period**

All newly-hired employees, except casual employees, will be considered probationary for the first six hundred and twenty-five (625) hours of employment. After six hundred and twenty-five (625) hours of employment, an employee will become regular. Casual employees transferred to or attaining regular status will not be required to serve a probationary period, provided they have completed at least one hundred and eighty (180) shifts of employment.

### **5.02 Regular Employees**

A regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2.01, of this Agreement and who has completed the probationary period as defined in 5.01.

### **5.03 Part-Time Regular**

A part-time employee is any person hired to work regular hours or days on a continuing basis but less than the normal working hours in a month and whose duties fall within the bargaining unit as defined in 2.01, of this Agreement.

#### **Part-Time Schedule**

1. Part-timers shall indicate their availability two (2) weeks in advance for the month. The employer will construct a schedule one (1) month at a time. Part-timers shall indicate days not normally worked on the schedule whether they would be available for call-in.
2. Refusal to show for a call-in shift would cause the part-time employee to receive an "x". After an employee receives three (3) "x's", the employee may lose their part-time job.
3. The Manager will give consideration to "x's" that are due to reasonable circumstances.
4. The method of accrual shall be within a twelve (12) month period on a running basis.

### **5.04 Casual Employees**

A casual employee is one hired for vacation relief, unusual peak work loads or emergencies. Such employees shall be paid not less than the hourly rate as established in Appendix "A" of this Agreement.

### **5.05 Office Supervisor**

The Company shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

## **ARTICLE 6 — HOURS of WORK, OVERTIME and SHIFT PREMIUM**

**6.01** For payroll purposes, the regular work week shall commence Sunday 00.00 and end at Saturday 24:00. Each regular full-time and regular part-time employee will have an established shift falling within the hours set out herein:

a) **Office**

The regular work day shall consist of eight (8) consecutive hours, including a paid lunch period, for five (5) consecutive days, inclusive. The daily work schedule shall be within the hours of 8:00 a.m. to 5:00 p.m.

b) **CSR and Dispatchers**

- i) The regular work day shall consist of eight (8) consecutive hours, including paid lunch period for five (5) consecutive shifts, inclusive, i.e.: five (5) on, two (2) off. Hours of work for such shifts as required shall be as follows:

| <b>Commence Between</b>    |                               |
|----------------------------|-------------------------------|
| CSR - Day Shift            | <b>5:00 a.m.</b> — 10:00 a.m. |
| Dispatch - Graveyard Shift | 10:00 p.m. — 1:00 a.m.        |

Employees can exchange or swap shifts but they must advise the Manager of changes for approval by management. The submission would include the date and who the other Party would be working on their behalf. The day and afternoon shifts shall follow the graveyard shift hours.

ii) ***Part-Time Regular Employees***

The Company shall assign at least one (1) Dispatcher to each shift as specified in (b) above, except for the establishment of, or participation in, a centralized or computerized dispatch system, in which case the provisions of Article 16.05 would apply.

iii) The company shall assign at least one (1) CSR Operator to each of the Monday to Friday Day Shifts except for the establishment of, or participation in, a centralized or computerized dispatch system, in which case the provisions of Article 16.05 would apply. Additional graveyard and/or afternoon CSR (Calltaker) shifts may be added on an as needed basis.

iv) The Employer is concerned about slower periods when they don't need full-time coverage. Recognized full-time but reduced to part-time or reduced hours based on less demand. The Dispatcher and Manager can discuss additional demands as needed.

**6.02** The Company shall post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 1st and July 1st of each year. Any variance in regular shifts shall be established by mutual agreement between the Company and the Union prior to implementation, where such variance is one (1) hour or more from the present shifts as listed in 6.01 above.

**6.03** A paid lunch period of forty-five (45) minutes will be provided and taken within the two (2) hours in the middle of the regular working day. Where the Company's work schedule for Telephone Operators and Dispatchers prohibits a lunch period, the affected employee(s) who work eight (8) consecutive hours without a lunch period shall be paid for eight and three-quarter (8  $\frac{3}{4}$ ) hours per day at each employee's current pro rated hourly rate, in lieu of a forty-five (45) minute lunch period.

**6.04** Each employee shall be allowed to have coffee at his/her desk during the employee's shift, without loss of pay, in lieu of relief periods. The Company further agrees to provide a refreshment service for the employees (refrigeration).

**6.05** All time worked before or after the regularly established working day shall be paid for at the rate of one hundred and fifty per cent (150%) for the first three (3) hours and two hundred per cent (200%) for each hour thereafter.



- 6.06** An employee requested to work overtime beyond the regular work day shall be allowed a one (1) fifteen (15) minute work break and a one-half (½) hour meal period at the regular pro-rated hourly rate of pay, where such overtime is three (3) hours or more. The meal period may be taken before, during or after the overtime work, or as may be mutually agreed.
- 6.07** 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.
- 6.08** Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the casual and part-time employees cannot decline to work overtime.
- 6.09** 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 Company. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

## **ARTICLE 7 — STATUTORY HOLIDAYS**

### **7.01**

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

|                          |                  |                 |
|--------------------------|------------------|-----------------|
| New Years Day            | Good Friday      | Labour Day      |
| Victoria Day             | Thanksgiving Day | Remembrance Day |
| Canada Day               | Christmas Day    | BC Day          |
| <b><u>Family Day</u></b> |                  |                 |

and any other day that may be stated a legal holiday by the Provincial, 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 Supervisor 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.

- b) In addition to the holidays listed in (a), the Company agrees to provide all full-time employees with an additional Statutory or Legal holiday so proclaimed by the Federal or Provincial Government. Such Holiday to be implemented immediately.
- c) Where an employee wishes to observe a non-Christian holiday, the employee may trade any or all of Good Friday, Christmas Day or Boxing Day for a day or days of the employee's choice providing that the employee provides in writing, with no less than two weeks notice, the day(s) to be taken off and the day(s) which is being traded. If such notice is given then, for all other purposes of the Collective

Agreement the stated day(s) of observance shall be confirmed as if it was a 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 and fifty per cent (150%) of the employee's regular rate of pay.
- b) All time worked by any employee on a day granted in lieu of the statutory holiday, as provided in 7.01 above, shall be considered overtime and paid at one hundred and fifty per cent (150%) of the employee's pro rated hourly rate.
- c) Should one of the statutory holidays designated in the foregoing 7.01 fall on a part-time regular employee's scheduled day(s) off, that employee shall receive a full days pay for the statutory holiday provided he/she has worked 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 7.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

## **ARTICLE 8 — ANNUAL VACATIONS**

All regular full-time employees shall be entitled to a paid vacation in accordance with the following schedule.

### **8.01**

- a) Upon completion of six (6) months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from his/her total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Company.
- b) Each employee who completes (1) years service shall receive a paid vacation of ten (10) working days, subject to (a) above. Payment for such vacation shall be at current salary or four per cent (4%) of gross earnings for the period in which the vacation was earned, whichever is greater.  
Unless mutually agreed, the appropriate portion of such vacation payment shall be issued on the last working day, prior to each vacation period selected in respect to 8.03 and 8.04 below.
- c) Each employee who completes five (5) years service shall receive a paid vacation of fifteen (15) workings days. Payment for such vacation shall be at current salary or six per cent (6%) of gross earnings for the period in which the vacation was earned, whichever is greater.
- d) In the sixth (6<sup>th</sup>) year and each year thereafter, an employee shall accrue one (1) additional day's vacation per year. The rate of pay shall be six per cent (6%) for the first three (3) weeks and six per cent (6%) plus point four per cent (.4%) per year for

each day thereafter. That is to say for an employee with eight (8) years service they would get eighteen (18) days vacation at a pay rate of seven point four per cent (7.4%) for their vacation entitlement.

- e) The vacations listed here under Article 8.01 (a), (b), (c) and (d), shall apply to regular part-time employees at the per cent of gross earnings as indicated but the number of days earned shall be pro rated according to the hours worked as calculated as a percentage of the regular full-time hours.

**8.02** Employees 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** Employees 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 to take 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** The vacation schedule shall be posted on January 1 of each year and employees will be allowed two (2) weeks to make their selections as per 8.02 and 8.03 above. Selection for the second vacation period shall take place between January 15<sup>th</sup> and January 31<sup>st</sup>. Selection for the third year and subsequent vacation periods is from February 1<sup>st</sup> to February 14<sup>th</sup> each year. In the event an employee does not select their vacation period(s) by May 1<sup>st</sup> in a given year, the Company shall have the right to assign the vacation period.

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

## **ARTICLE 9 — LEAVES OF ABSENCE**

### **9.01 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.

### **9.02 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, all full time and part time regular employees shall be granted three (3) working days 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. 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 province 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.

### **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, leave of absence up to five (5) working days, without pay, to be taken in an unbroken sequence.
- b) Employees who have completed three (3) or more years of service with the Company shall, where practical, receive up to ten (10) working days leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence.

### **9.04 Jury Duty Pay**

An employee summoned to Jury Duty 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 Company 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 purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such. The Company shall not be required to make up the difference between jury duty and regular daily pay for jury duty, in excess of two (2) continuous weeks.

### **9.05 Maternity Leave**

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

## **ARTICLE 10 — SICK LEAVE, WELFARE PLANS and PENSION PLAN**

### **10.01 Sick Leave**

All regular full-time employees will be entitled to one (1) sick day leave with full pay with a maximum credit of twelve (12) days per year. All regular part-time employees will earn sick leave based on the hours worked as a percentage of one hundred and sixty (160) hours per month (eighty [80] hours worked = one half [ $\frac{1}{2}$ ] day sick leave earned) to a maximum credit of six (6) days per year. Such sick leave may be accumulated from month to month up to the respective maximum of twelve (12) or six (6) working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect of any illness.

### **10.02 Over Bank Payout**

The Company agrees to pay each employee an additional day's wages each month in lieu of unused sick leave provided that the employee had the respective maximum number of days in their accumulated bank on the last day of the previous month.

The Company further agrees to buy any accumulated sick leave days that are in excess of the respective maximums on March 31<sup>st</sup>, 1995. Such days shall be bought by paying an employee with such an excess an additional days pay in each pay period until the number of accumulated days is reduced to the respective maximum.

**10.03 Extended Health Benefits**

"The Company shall pay sixty-five per cent (65%) of the premiums for full-time employees and thirty per cent (30%) of the premiums for part-time employees wishing to participate."

**ARTICLE 11 — WAGES and JOB CLASSIFICATIONS**

**11.01** Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum 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** It is expressly understood and agreed that the salaries herein provided are minimum scales. 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 given an increase in pay before period specified or be advanced or promoted in the service of the Company. 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** 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 Company 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 18 and 19 of this Agreement.

**11.04** Where an employee has the necessary qualifications and ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Company recognizes equal pay for equal work.

**ARTICLE 12 — JOB POSTING, PROMOTIONS and TRANSFERS**

**12.01** The Company will 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. The Company will take into consideration job performance as part of the necessary qualifications. A copy of all Job Postings will be sent to the Union Office.

**12.02 Job Vacancies**

Notice of all job vacancies of one calendar week or more shall be posted on the office bulletin board for forty-eight (48) hours and will include job title, job group and brief description of the job duties and qualification required. Those employees who make application during this forty-eight (48) hour 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 will have the right to refer qualified employees from its unemployed roster.

**12.03 Emergency Vacancies**

Vacancies due to an emergency or a sickness of less than a calendar week shall be filled in order of seniority by part-time or casual employees provided that they are not already scheduled to work that day.

**12.04** If the manager is calling to fill a vacancy for the same day or for the next day he may bypass any answering machines. If there is more than one days notice of the vacancy the manager shall leave a message and ask that the employee respond before 5:30 p.m. or risk being by-passed.

**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 Transition Period**

An employee promoted to a higher rated position shall serve a transition period for the first 45 shifts, unless extended by mutual agreement between the Company and the Union. If during the transition period he/she is considered to be unsuitable for the position, or if he/she decides to return to their old job, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted.

**12.07** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate of pay for the period of time he/she is working in the higher classification.

**12.08 Transfers**

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

**12.09 Shift Bidding**

All shifts will be re-posted on December 15<sup>th</sup> and June 15<sup>th</sup> of each year, to be put into effect on the first Sunday of January, and July, respectively. Selection of shifts shall be in order of seniority as defined in Article 14. This does not normally envision promotion.

**12.10 Driving**

Where Dispatchers are supplementing their hours by driving, no Dispatcher shall work as a Driver within twelve (12) hours of completing a shift as Dispatcher, or the completion of the scheduled workweek. The total hours as Dispatcher or CSR Operator plus hours driving shall be limited to a maximum of forty (40) hours per week, unless there is written consent by the Employer. The Company agrees to make available a combined minimum of thirty (30) hours per week for those employees who are supplementing their hours.

## **ARTICLE 13 — LAYOFF, RECALL and SEVERANCE**

### **13.01 Layoff Procedure**

If a reduction of office 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 in the same or lower classification with the least seniority in such 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 the same or lower classification, providing such employees have the necessary qualifications and seniority.

**13.02** All regular or part-time regular (i.e.: permanent) employees shall be given notice of layoff or salary in lieu of notice as provided by the Employment Standards Act.

**13.03** Any Full-Time Regular or Part-Time 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**

Notice of recall to an employee who has been laid-off shall be made by registered mail or serviced by courier to the last known address of the employee and a copy of the recall will be sent to the Union office. It is the responsibility of the employee on the recall list to notify the Employer and the Union by registered mail of any change of address . The employee must respond to such notice within 5 days of receiving it or possibly lose seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose seniority or recall rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

**13.05** Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar 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 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 layoffs and other circumstances.

### **13.07 Severance Pay**

Severance pay shall be paid to employees who have service of six (6) months and more with the Company, 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, to a maximum of fifteen (15) weeks.

## **ARTICLE 14 — SENIORITY**

### **14.01 Seniority Defined**

Except as modified in this Agreement, seniority is defined as a member in good standing of the Union and shall include length of service with the Company and its predecessors prior to the certification.

- a)** Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement.

- 14.02** There shall be two (2) separate seniority lists, one (1) for Dispatchers and one (1) for CSR Operators. When Dispatchers and/or CSR Operators (Calltakers) are required, employees will be drawn in order of seniority from the list. Should qualified employees not be available in one category of work, it shall be at the employee's option to accept work in another category provided employees in that category have had a work opportunity. In the exercise of the above seniority provisions, the employee or the Employer, shall not be unreasonable. For purposes of Article 13, Layoff, an employee's classification shall be the classification that they successfully bid at the last semi-annual shift-posting.

- 14.03** Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

### **14.04 Regular Part-Time Employees**

For purposes only of promotions, lateral transfers, demotions due to reduction of staff or exercising "bumping privileges", regular part-time employees shall accrue seniority on the hours worked in accumulation.

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



- 14.07** No seniority shall accrue for short terms of casual work except that casual employees who attain either Full-Time Regular or Part-Time Regular status shall have seniority credited from their date of entry as either a Full-Time Regular or Part-Time Regular employee of the Company, as provided in Article 5.02 and 5.03 of the Collective Agreement.
- 14.08** Notwithstanding the above, for purposes only of promotions, casual employees shall accrue seniority on the hours worked in accumulation. If more than one (1) casual employee or probationary casual employee is successful in bidding for a Full-Time Regular or Part-Time Regular position during the same competition, their respective seniority shall remain in the order that they bid as opposed to the first regular shift worked. Hours accrued as a casual employee shall be credited as part of their seniority upon a Casual employee reaching Full-Time Regular or Part-Time Regular status.
- 14.09** An employee on a leave of absence under Article 9 or Article 10 of this Collective Agreement, will continue to accrue seniority during such leaves of absence.
- 14.10** Within the office, the Company will maintain separate seniority listings for Full-Time Regular and Part-Time Regular employees. These lists will be available for employees in the dispatch office at all times. 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 Company. Any employee wishing to protest his/her seniority must do so by formally reducing his/her protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

## **ARTICLE 15 — DISCHARGE and TERMINATION**

- 15.01** It is hereby agreed that the Company has the right to discharge an employee for just and reasonable cause. Prior to discharging an employee, the Company will convene a meeting with the employee and a Job Steward to provide the notice of termination and the reasons therefore. A copy of the termination notice will be sent to the Union office.
- 15.02** If an employee is to be terminated, except as provided in 15.01 above, said employee shall receive notice prior to the date of termination, or wages in lieu of notice using the formula set out in the Employment Standards Act. If notice is given prior to the vacation period of any employee, such employee shall receive at least two (2) weeks wages (as per the foregoing formula) at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee where possible, shall give the Company two (2) weeks notice of intention to terminate service.
- 15.03** If upon joint investigation by the Union and the Company, 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 his/her 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 Company and the Union or as determined by arbitration.

## **ARTICLE 16 — TECHNOLOGICAL or PROCEDURAL CHANGES**

**16.01** The Company 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.

**16.02** In cases where employees are not trainable for available positions or where other positions with the Company 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 Article, shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate.

**16.03** A specified extension of the recall period, where recall is applied under 16.02 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

**16.04** Severance pay as provided for in Article 13.07, 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 15.02, and all vacation allowances to which the employee may be entitled.

**16.05** **Job Security**

The Company agrees that there shall be no job loss during the term of this Collective Agreement, nor shall any Union member be terminated, while the current dispatch system is in place. In the event, the Company participates in a centralized or computerized dispatch system, or amalgamates entirely with another Taxi Company, the intention of the Company 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.

**16.06** Where newly created or revised jobs are to be implemented, the Company 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.

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

## **ARTICLE 17 — GENERAL**

**17.01** The regular pay day shall be on alternate Fridays and the pay cheques shall be available no later than 12:00 o'clock, noon, properly signed and ready for distribution. The cheque(s) for the Graveyard Shift shall be available at 8:00 a.m.

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

**17.03** Working conditions, wages 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.

**17.04 Sub-Contracting**

No office work normally performed by employees within the bargaining unit as covered in this Agreement shall be sub-contracted by the Company to or through employment agencies or other such sundry type overload agencies, other Company locations, or to an individual, except where qualified Union members are not available to perform the required work.

**17.05 Picket Lines**

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

**17.06 Bulletin Boards**

A bulletin board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Company before being posted. This bulletin board shall be used for notices by the Company or the Union.

**17.07 Health and Safety Committee**

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 or seniority 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 to enable the Committee to make recommendations to Management relating to improved working conditions.

**17.08 Severance Pay**

In the event of a permanent separation of employment for any reason, except just and reasonable discharge, severance pay shall be paid to employees who have service of six (6) months or more with the Company. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service. The foregoing shall also apply, when an employee retires at age sixty (60) or more.

**17.09 Personnel Files**

All Disciplinary Letters in an employee's personnel file will be expunged after forty eight (48) months without further incident. Any employee will be given the opportunity on seven (7) days notice to the Employer to review and copy their personnel file.

## ARTICLE 18 — HARASSMENT

### **18.01**

- a) The COPE 378 and the Employer recognize the right of employees to work in an environment free from sexual, personal, and verbal harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in such harassment in the work place.
- b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - i) sexual solicitation or advance or inappropriate touching and sexual assault;
  - ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- c) In cases of harassment, the employee has the right to discontinue contact with the harasser without incurring any penalty. In cases where the discontinuation of contact requires a transfer or reassignment of an employee, it shall be the harasser who, whenever possible, is transferred or reassigned. The employee who is harassed shall not be reassigned or transferred against their will.
- d) An employee who wishes to pursue a concern arising from an alleged harassment may submit a grievance directly to Step 2 of the grievance procedure within sixty (60) days of the latest alleged occurrence. Incidents occurring prior to the sixty (60) day time limit and subsequent to the filing of the grievance may be used as evidence to support the harassment allegations.

## ARTICLE 19 — GRIEVANCE PROCEDURE

**19.01** "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement whether between the Company and any employee or employees bound by this Collective Agreement, or between the Company and the Union.

**19.02** Grievances or complaints shall be settled in the following manner:

- a) If the employee has a complaint against the Company, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- b) If the Company or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence under Article 19.02 Step 3 (b) of the Collective Agreement.

### **STEP 1:**

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee must be accompanied by an Office Steward or Representative of the Union.

**STEP 2:**

If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Union Representative shall submit the grievance, in writing, to the Office Manager or the Personnel Manager as designated by the Company, within the next ten (10) working days.

**STEP 3(a):**

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 20.

**STEP 3(b):**

In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 20.

**19.03** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Company.

**ARTICLE 20 — ARBITRATION**

**20.01**

- a) 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.
- b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances and disputes.

**20.02** The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of 19.02, Step 3 (a) or (b) of Article 19. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

**20.03** The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

**20.04** Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his/her 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/her 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.

**20.05** 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 21 — DURATION**

### **21.01**

- a) This Agreement shall be in full force and effect on and after the **1<sup>st</sup> day of July, 2011**, to and including the **30<sup>th</sup> day of June, 2016** 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 **30<sup>th</sup> of June, 2016**, or sixty (60) days prior to the **30<sup>th</sup> day of June** 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 of the Union commences strike action or the Company 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) and 50(3) 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.

## **ARTICLE 22 – LETTERS OF UNDERSTANDING AND MEMORANDUMS**

### **22.01 Form Part of Collective Agreement**

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

### **22.02 Copies to Union**

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

Agreement, Memorandums of Agreement and Appendices the Letters of Agreement, Memorandums of Agreement and Appendices shall become inactive unless renegotiated.

**22.03 Renewal of all Agreements**

Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement. Renewed Letters of Understanding or Memorandums of Agreement and Appendices shall remain in effect as per Article 22.01 above.

**ARTICLE 23 – ELECTRONIC SURVEILLANCE/MONITORING**

**23.01 Electronic Surveillance/Monitoring**





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

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

|                                 |  |
|---------------------------------|--|
| Signed at <b>VANCOUVER</b> , BC | This <b>7</b> Day of <b>OCTOBER</b> , 2014 |
|---------------------------------|--|

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

|   |  |
|---|--|
|  |  |
| John Palis, General Manager   | Dave Park, Union Representative  |
|  |  |
| SATINDER Grewal   | Bernie Stroh, Bargaining Committee   |

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## APPENDIX "A"

### Job Classification and Hourly Rates

Effective July 1, 2011 – June 30, 2016

|                                      | Date              | 1 <sup>st</sup> 300 Hours  | Next 300 Hours  | Job Rate |
|--------------------------------------|-------------------|----------------------------|-----------------|----------|
| <b>CSR Operator<br/>(Call-Taker)</b> | July 1, 2011 – 0% | \$ 12.75                   | \$ 14.41        | \$ 17.01 |
|                                      | July 1, 2012 – 1% | 12.88                      | 14.55           | 17.18    |
|                                      | July 1, 2013 – 1% | 13.01                      | 14.70           | 17.35    |
|                                      | July 1, 2014 – 1% | 13.14                      | 14.85           | 17.53    |
|                                      | July 1, 2015 – 1% | 13.27                      | 15.00           | 17.70    |
|                                      | Date              | 1 <sup>st</sup> 1000 Hours | Next 1000 Hours | Job Rate |
| <b>Dispatcher</b>                    | July 1, 2011 – 0% | \$ 14.97                   | \$ 16.63        | \$ 19.77 |
|                                      | July 1, 2012 – 1% | 15.12                      | 16.80           | 19.97    |
|                                      | July 1, 2013 – 1% | 15.27                      | 16.96           | 20.17    |
|                                      | July 1, 2014 – 1% | 15.42                      | 17.13           | 20.37    |
|                                      | July 1, 2015 – 1% | 15.58                      | 17.31           | 20.57    |

**Dispatcher:** CSR hours will count toward the first 1000 dispatch hours.  
To facilitate the above [in principle to combine into a single seniority list.]

## SHIFTS

### Graveyard Shifts

Shall be five (5) on, two (2) off with an addition ten cents (\$0.10) per hour for hours worked on the Friday and Saturday graveyard shifts. This ten cents (\$0.10) per hour shall only apply to regular full-time employees.

**NB: The payment of the premium is limited to the graveyard shifts starting on Friday and Saturday nights.**

\*It is understood that these rates apply to new hires only.

Effective July 1, 2007: - Employees engaged in training other staff will receive a ten (10%) per cent premium.



**APPENDIX "B"**  
**SENIORITY MODEL**

| <b>FULL-TIME</b> | <b>DATE of HIRE</b> | <b>DISPATCH</b> | <b>CSR<br/>CALLTAKER</b> |
|------------------|---------------------|-----------------|--------------------------|
| Harry Randhawa   |                     |                 | X                        |
| Jaspal Sunner    |                     | X               | X                        |
| David Justice    |                     | X               | X                        |
| Mike Minhas      |                     | X               |                          |

| <b>PART-TIME</b>          | <b>DATE of<br/>HIRE</b> | <b>HOURS in<br/>ACCUMULATION</b> | <b>DISPATCH</b> | <b>CSR<br/>CALLTAKER</b> |
|---------------------------|-------------------------|----------------------------------|-----------------|--------------------------|
| Sukwinder Sandhu          |                         | 4000?                            | X               |                          |
| Navdeep Atwal             |                         | 3000?                            | X               |                          |
| Baljinder Grewal          |                         | 2500?                            | X               |                          |
| Ivo Kostadinov            |                         | 1500?                            | X               | X                        |
| Paul Gill                 |                         | ?                                |                 | X                        |
| Daniel Borthwick          |                         |                                  |                 | X On Call                |
| Satnam Dhaliwal           |                         |                                  |                 | X On Call                |
| Baljit Nahal              |                         |                                  |                 | X Part-Time              |
| Katarina<br>Konstaninovic |                         |                                  |                 | X On Call                |

| <b>CASUALS</b> | <b>DATE of<br/>HIRE</b> | <b>HOURS in<br/>ACCUMULATION</b> | <b>DISPATCH</b> | <b>CSR<br/>CALLTAKER</b> |
|----------------|-------------------------|----------------------------------|-----------------|--------------------------|
|                |                         | 80                               |                 | X                        |
|                |                         | 72                               |                 | X                        |
|                |                         | 40                               |                 | X                        |
|                |                         | 24                               |                 | X                        |
|                |                         | 8                                |                 | X                        |

## **APPENDIX "C"**

### **JOB DESCRIPTIONS**

#### **CSR / CALLTAKER**

A worker, under the supervision of the Dispatcher, who performs the following duties:

1. Are to answer the phones promptly at all times, in their most courteous, professional manner.
2. Are to make a daily list of supplies required, for the Manager.
3. Are to pass the taxi keys out to the respective drivers.
4. Maintain a clean and tidy work place.
5. Are to list all lost/found and collateral items in the log book.
6. Take messages for Manager, Accountant, lost and found, etc.
7. Help management with charges, office paperwork whenever business is slow.
8. All account filing and updating.
9. Writing out customer concerns or complaints and passing them onto Manager.

#### **DISPATCHER**

A worker, with or without supervision, who performs the following duties:

1. To dispatch the trips.
2. To guide the drivers to their destinations in a courteous manner, and assist in map reading.
3. To implement dispatch rules in accordance to the regulations set forth by the Board of Directors.
4. To write up any incidents with customers or drivers for the Managers attention.
5. To assist in handing out keys to the drivers.
6. To record both the starts and finishing times of drivers on the drivers schedule.
  - I. To make notes of any reported repairs needed on any taxi and giving to the garage staff.
  - II. To maintain a tidy and clean workplace.
  - III. To guide and supervise the CSR staff.
  - IV. To maintain a positive attitude on the voice radio at all times.
  - V. To answer phones when it is busy.
  - VI. To guide the fleet to the flow of business.
  - VII. Graveyard shift shall sort and file all trip sheets by proper date.
  - VIII. Helping management with filing, charges, office paperwork, etc., when it is slow.

LETTER of UNDERSTANDING #1

**BETWEEN:** VANCOUVER TAXI LIMITED (dba Central Taxi Dispatch)

**AND:** Canadian Office and Professional Employees Union, Local 378


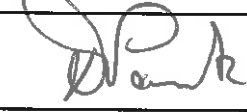
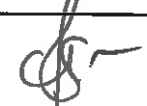

**RE:** SENIORITY

1. This letter is to confirm the understanding between the Company and Union in regard to Seniority.
2. The employees may have Company Seniority and Bargaining Unit Seniority.
3. Company Seniority shall be used only for vacation entitlement.
4. Vacation selection shall be the seniority in the Bargaining Unit.

|           |               |      |   |        |         |        |
|-----------|---------------|------|---|--------|---------|--------|
| Signed at | VANCOUVER, BC | This | 7 | Day of | OCTOBER | , 2014 |
|-----------|---------------|------|---|--------|---------|--------|

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

|   |  |
|---|--|
|  |  |
| John Palis, General Manager   | Dave Park, Union Representative  |
|  |  |
| SATINDER GILL   | Bernie Stroh, Bargaining Committee   |

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LETTER of UNDERSTANDING #2

BETWEEN: VANCOUVER TAXI LIMITED (dba Central Taxi Dispatch)

AND: Canadian Office and Professional Employees Union, Local 378

RE: WAGES



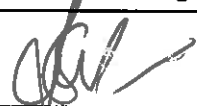
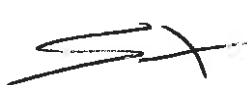
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The Company proposed to go back to the table in July 2016 and that there will be at least a 2% increase for that year, as long as we get to the bargaining table within the 60 days prior to June 30, 2016 as per Article 21.

|                         |        |                |        |
|-------------------------|--------|----------------|--------|
| Signed at VANCOUVER, BC | This 7 | Day of OCTOBER | , 2014 |
|-------------------------|--------|----------------|--------|

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

|   |  |
|---|--|
|  |  |
| John Palis, General Manager   | Dave Park, Union Representative  |
|  |  |
| SATINDER GILL   | Bernie Stroh, Bargaining Committee   |

E&OE