

# **COLLECTIVE AGREEMENT**

Between

**MACLURE'S CABS (1984) LTD.**

(hereinafter referred to as the "Employer")

and

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES UNION LOCAL 378**

(hereinafter referred to as the "Union")



**TERM: March 16, 2014 to March 15, 2020**

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**BETWEEN: MACLURE'S CABS (1984) LTD.**  
*(hereinafter referred to as the "Company")*  
**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;**

## **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.

## **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** (a) The Company further agrees that all new employees 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.
- (b) Shareholders may do bargaining unit work on a casual basis only when no other member of the bargaining unit is available, but they shall not become members of the Union; however on such occasions they shall be required to pay the equivalent to Union dues.
- 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, not later than the 1st of the following month, 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 Office Stewards**  
The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Office Steward(s).
- 3.04** The Office Steward(s) may, within reason, investigate and process grievances or 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 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.
- 3.06** All conversations between Job Steward(s) 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 steward(s) and members.
- 3.07** The Job Steward(s) shall have no authority to alter, amend, violate, or otherwise change any part of the 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, 19 and 20.

## ARTICLE 5 — DEFINITION of EMPLOYEES

### **5.01 Probationary Period**

All newly hired employees, except casual employees, will be considered probationary for the first three hundred & sixty (360) hours worked. After three hundred & sixty (360) hours worked, 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 forty-five (45) shifts of employment. All new hires who work within the bargaining unit will be introduced to a Job Steward by the General Manager.

**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, Section 1, of this Agreement and who has completed the probationary period as defined in Section 1.

**5.03 Part-Time Regular**

A part-time regular 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 Article 2, Section 1, of this Agreement.

**5.04 Casual Employees**

A casual employee is one hired to fill in:

- a) those shifts that remain vacant after bidding by the full and part-time employees
- b) vacation relief
- c) peak work-loads and emergencies
- d) shift that become vacant due to employee absence

Such employees shall be paid not less than the hourly rate as established in Appendix "A" of this Agreement.

**5.05** The Company or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the Company.

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

**6.01** Each regular and part-time regular 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 paid lunch periods, for five (5) consecutive days, Monday to Friday inclusive. The daily work schedule shall be within the hours of 8:00 a.m. to 5:00 p.m., unless mutually agreed otherwise between the Company and the employee.

(b) Telephone Operators and Dispatchers

(i) Regular Employees

The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods, for five (5) consecutive day-shifts, Monday to Friday inclusive.

The PBX Operator, afternoon-shifts shall consist of eight (8) consecutive hours, including paid lunch periods, for five (5) consecutive afternoons, Tuesday to Saturday. The hours of work, i.e. shifts shall be as follows:

	Commence Between	Finish Between
Day Shift	6:00 a.m. - 8:00 a.m.	to 2:00 p.m. - 4:00 p.m.
Afternoon Shift	2:00 p.m. - 4:00 p.m.	to 10:00 p.m. - 12:00 at night
Graveyard Shift	10:00 p.m. - 12:00 at night	to 6:00 a.m. - 8:00 a.m.

- (ii) *Part-Time Regular Employees*  
The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods. Hours of work (i.e. shifts) shall be the same as for regular employees.
- (iii) The Company shall assign at least one (1) Dispatcher to each of the shifts as specified in (b) (i), above.
- (iv) The Company shall assign at least one (1) PBX Operator to each of the Monday to Friday day-shifts and to each of the Friday and Saturday afternoon-shifts as specified in (b) (i), above.
- (v) The Employer shall commence a shift bid process where the full-time and part-time shifts are posted for bidding at the beginning of June and December to fill the shifts as of July and January 1<sup>st</sup>.

Full-time shifts will be filled firstly from full-time employees by seniority and then by part-time employees by seniority.

The Union is prepared to discuss and amend the process to meet the employee and the company's needs.

**6.02** The Company will post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 15<sup>th</sup> and July 15<sup>th</sup> 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 Section 1 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-quarters (8¾) hours per day at each employee's current pro-rated hourly rate, in lieu of a forty-five (45) minute lunch period. The foregoing paid lunch period shall be sixty (60) minutes for the Office Staff. It is agreed that the Company can schedule the Telephone Operators and Dispatchers to work their lunch periods at their stations.

**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. It is understood and agreed that due to the rest periods being taken at the employees workstation this does not void the employees right to access the restroom facilities as needed. The Company further agrees to provide a hot plate and coffee for the employees as presently provided.

**6.05 Overtime Premiums**

All time worked before or after the regularly established working day shall be considered overtime and be paid for at one hundred and fifty (150%) percent of the employee's pro-rated hourly rate for the first two (2) hours and double the employee's regular hourly rate for each hour worked thereafter.

**6.06** All time worked by an employee on his/her regular days off shall be considered as overtime and shall be paid at the rate of one hundred and fifty (150%) percent of the employee's pro-rated hourly rate for the first two (2) hours and double the employee's regular hourly rate for each hour worked thereafter.

Notwithstanding the provisions of Section 5 above, all time worked by part-time



employees, in excess of forty (40) hours, shall be considered as overtime and shall be paid at the rate of one hundred and fifty (150%) percent of the employee's pro-rated hourly rate for the first two (2) hours and double time thereafter.

**6.07** An employee requested to work overtime beyond the regular work day shall be allowed a one (1) hour meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

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

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

**6.10** 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.

**6.11 Shift Premium**  
Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of thirty (30¢) cents per hour premium for each such shift worked.

**6.12 Shift and Overtime Allocation**

Additional shifts or hours when required will be allocated on the following basis: Any hours available will be referred to regular part-time employees in order of their seniority to a maximum of either (5) shifts or (40) hours per week. In the event that overtime is to be allocated which is in addition to the above, the overtime hours will be offered to full-time employees at the premium rate as per articles 6.05 and 6.06. Such overtime will be offered in order of seniority to a maximum of one (1) overtime shift per week unless there is no other employee available to cover such overtime.

**ARTICLE 7 – STATUTORY HOLIDAYS**

**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

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.
  - (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.

## **ARTICLE 8 — ANNUAL VACATIONS**

All 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) year's 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 (4%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

**8.02** All employees shall be entitled to fifteen (15) working days paid vacation after two (2) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

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

**8.04** All employees shall be entitled to twenty-five (25) working days paid vacation after fifteen (15) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

- 8.05** Employees desiring to take vacation in broken periods shall be entitled to take them in periods of complete weeks, e.g. one (1) week, two (2) weeks, (3) three weeks, etc..
- 8.06** 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.
- 8.07** The Company will make every effort to fix vacation schedules by May 1st each year, giving consideration to the work schedule of the Company and the request of the employee.

## **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 Compassionate Leave**

In the case of death in the immediate family, i.e. employee's spouse, 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) consecutive 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. Such leave of absence will not be charged against paid 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, 1991" or as amended. Such leave will not affect sick leave entitlement or seniority.

**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.

**ARTICLE 11 — WAGES and JOB CLASSIFICATIONS**

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

**11.02** 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

Article 18, 19 and 20 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.

**11.05 Job Descriptions**

It is expressly understood and agreed that within six (6) months of ratification of this Agreement, a joint job description committee, composed of two (2) representatives of the Company and two (2) representatives elected or appointed by the Union, shall meet and establish job descriptions for the positions as set forth in Appendix "A". Disputes regarding job descriptions may be referred to Expedited Arbitration by either Party, using the method as set out in Article 19. The Arbitrator shall be empowered to determine an appropriate job description and apply it to the job classifications as set forth in Appendix "A".

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

**12.01** It is the intention of the Company to fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

**12.02 Job Vacancies**

Notice of all job vacancies 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 Promotions**

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

**12.04** An employee promoted to a higher rated position shall be on trial for the first forty-five (45) calendar days, unless extended by mutual agreement between the Company and the Union. If during the trial period he/she is considered to be unsuitable, 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.

**12.05** An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (½) day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month. In such cases, the higher rate of pay shall apply.

**12.06 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. The total hours as Dispatcher or PBX 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.

**12.07 Training**

Where a full-time regular employee has not attained the necessary level of ability for him/her to bid for a desired job, the Employer agrees to provide sufficient training during his/her regular working hours such that the person will be able to bid at the time of the next posting.

Sufficient training is defined as:

<b>Dispatcher</b>	three (3) days
<b>Call Taker</b>	two (2) days
<b>Pump Jockey</b>	two (2) days

**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, 1991" or as amended.

**13.03** Any regular or regular part-time employees with six (6) months or more of service who is Olaid-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 to the last known address of the employee. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of 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 such 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.

**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 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 lay-offs and other circumstances.

**13.07 Severance Pay**

In the event of a permanent separation of employment for any reason other than just and reasonable discharge or voluntary termination, 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 (1) week at the employee's current regular salary for each year of service, to a maximum of twelve (12) weeks.

**ARTICLE 14 - SENIORITY**

**14.01** 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.

**14.02** Seniority shall mean length of continuous service with the Company and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit provided such employee is a member of the Union at date of certification.

**14.03 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 same basis as provided for in Section 1 and 2 above but pro-rated on the hours worked in accumulation.

**14.04** 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.

**14.05** An employee laid-off and placed on the recall list under Article 13, Section 1, will retain but will not accumulate seniority during the period of lay-off.

- 14.06** No seniority shall accrue for short terms of casual work except that casual employees who attain regular status shall have seniority credited from date of entry as a regular employee of the Company, as provided in Article 5, Section 2 and Section 3.
- 14.07** An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.
- 14.08** Within the office, the Company will post and maintain separate Union seniority listings for regular and part-time regular employees. Such up-to-date listings will be posted as of January 1st and July 1st of each year, with copies of each current list provided to the Union by the Company. Any employee wishing to challenge his/her seniority must do so by submission, in writing, to the Company and the Union within thirty (30) days of the posting of the listing.

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

- 15.01** It is hereby agreed that the Company has the right to discharge an employee for reasonable and sufficient cause. The Company shall advise the Union of any such discharge and the reasons therefore at time of such action.
- 15.02** If an employee is to be terminated, except as provided in Section 1 above, said employee shall receive notice prior to the date of termination, or wages in lieu of notice in accordance with the "Employment Standards Act, 1991" or as amended. If notice is given prior to the vacation period of any employee, such employee shall receive the foregoing wages in lieu of notice, 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) week's 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 two (2) 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 with the least amount of seniority shall either elect for termination of employment or shall elect to be placed on the recall list. At the end of the recall period, or at such earlier time as he/she may elect to terminate, the employee shall receive all the benefits which he/she had accrued during employment.
- 16.03** A specified extension of the recall period, where recall is applied under Section 2 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, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to the required notice of pay, in lieu of such notice, as defined in Article 15, Section 2, and all vacation allowances to which the employee may be entitled.
- 16.05 Job Security**  
It is agreed by the Parties that should OPEIU member be laid-off or terminated as a result of the establishment of a Central Dispatch System, those employees affected shall receive an additional one (1) weeks pay per year of service to a maximum of six (6) weeks pay in addition to that provided under Article 13, Section 7.
- 16.06** 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** Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.
- 17.02** 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.
- 17.03 Bargaining Unit Work**  
Except as specifically provided in this Agreement, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, sub-contracted or performed by other than COPE Local 378 members in the bargaining unit.
- 17.04 Picket Lines**  
It shall not be a violation of this Agreement or cause for discharge or 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.

**17.05 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.

~~17.06~~ (deleted)

~~17.07~~ (deleted)

**17.08 Safety Committee**

The Parties to this Agreement recognize the necessity of a safe, healthful work environment for all employees and accordingly agree to establish and maintain a Safety Committee. Such committee shall meet not less frequently than on a monthly basis and shall be composed of two (2) shareholders designated by the Company. Such time spent by committee members shall be considered work time and compensated as such. Further, the Company agrees to provide goggles, ear plugs, and gloves and any other safety equipment required by WCB regulations.

**17.09** 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 room, rest areas or personal hygiene facilities.

The electronic equipment is used to verify appropriate individuals on premises, verify substance of employee complaints, to deter thefts and provide safety.

## **ARTICLE 18 — GRIEVANCE PROCEDURE**

**18.01** "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.

**18.02** 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 with Step 3.

### **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 Office Steward or 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 shall be referred to Expedited Grievance Procedure as set forth in Article 19 and/or 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 Expedited Grievance Procedure as set forth in Article 19 and/or to Arbitration, as set forth in Article 20.

**18.03** The time limits set forth in this Article are directory only.

## **ARTICLE 19 — EXPEDITED GRIEVANCE PROCEDURE**

**19.01** Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective Agreement, Mr. Ron Keras, or a substitute agreed to by the Parties, shall at the request of either Party

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from the date, time does not run in respect of the Grievance Procedure.

**19.02** Where the Parties utilize the provisions of this Article and written recommendations to resolve the difference are received by the Parties hereto, such grievance or dispute shall not be subject to further proceedings under Article 20, unless 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) As an additional or alternative procedure to Article 19, 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 Article 18. 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 award within fifteen (15) working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties, and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

**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 16th day of March, 2014, to and including the 15th day of March, 2020, 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, or sixty (60) days prior to the 15<sup>th</sup> 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.

Signed at <u>Vancouver</u> , BC	This <u>22</u> Day of <u>October</u> , 2015
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

	
<del>Gurdial S. Dyal</del> <u>Jasvinder Sidhu</u>	Kevin Payne, Union Representative
	
	David Clancy, Bargaining Committee

E&OE

**APPENDIX "A"**

**JOB CLASSIFICATION and HOURLY WAGE RATES**

	<b>March 16, 2014</b>	<b>March 16, 2015</b>	<b>March 16, 2016</b>	<b>March 16, 2017</b>	<b>March 16, 2018</b>	<b>March 16, 2019</b>
<b>Call Taker / Phone Operator</b>	\$ 13.94	\$ 14.29	\$ 14.65	\$ 15.02	\$ 15.40	\$ 15.79
<b>Dispatcher Full-Time</b>	\$ 17.15	\$ 17.58	\$ 18.02	\$ 18.47	\$ 18.94	\$ 19.41
<b>Dispatcher Part-Time</b>	\$ 16.09	\$ 16.49	\$ 16.90	\$ 17.32	\$ 17.75	\$ 18.19

\*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

**LETTER of UNDERSTANDING**

**BETWEEN:** MacLure's Cabs (1984) Ltd.  
(The "Employer")

**AND:** Canadian Office and Professional Employees Union, Local 378  
(The "Union")


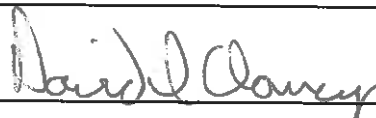
The following Letter of Understanding is attached to the Collective Agreement and shall remain in force and effect until the expiry of the Collective Agreement.

The Parties agree, effective June 15, 1997, that notwithstanding Article 12.5, where a part-time employee is employed in more than one capacity (eg two (2) days Dispatch and two (2) days Call-Taker; four (4) hours Pump Jockey and four (4) hours Call-Taker) he/she shall be paid for the work performed.

Signed at <i>Vancouver</i> , BC	This <i>22</i> Day of <i>October</i>	, 2015
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

	
<del>Gurdial S. Dyal</del> <i>Jasvinder Sidhu</i>	<b>Kevin Payne, Union Representative</b>
<i>Jasvinder Sidhu</i>	
	<b>David Clancy, Bargaining Committee</b>

E&OE

**LETTER of UNDERSTANDING**

**BETWEEN:** MacLure's Cabs (1984) Ltd.  
(The "Employer")

**AND:** Canadian Office and Professional Employees Union, Local 378  
(The "Union")



The following Letter of Understanding is attached to the Collective Agreement and shall remain in force and effect until the expiry of the Collective Agreement.

The Parties agree, David Clancy and William Fee will be provided with a "Long Term Service Premium" of \$.049 per hour.

Signed at <i>Vancouver</i> , BC	This <i>22</i> Day of <i>October</i> , 2015
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

	
<del>Gurdial S. Dyal</del> <i>Jasvinder Sidhu</i>	<b>Kevin Payne, Union Representative</b>
<i>Jasvinder Sidhu</i>	
	<b>David Clancy, Bargaining Committee</b>

E&OE



**LETTER of UNDERSTANDING**

**BETWEEN:** MacLure's Cabs (1984) Ltd.  
(The "Employer")

**AND:** Canadian Office and Professional Employees Union, Local 378  
(The "Union")


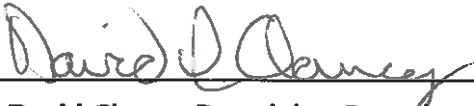
**RE:** Workshare Committee

The Parties agree to form a Workshare Committee to discuss the possibility of implementing workshare if requested.

Signed at <i>Vancouver</i> , BC	This <i>22</i> Day of <i>October</i> , 2015
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SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

	
<del>Gurdial S. Dyal</del> <i>Jasvinder Sidhu</i>	Kevin Payne, Union Representative
<i>Jasvinder Sidhu</i>	
	David Clancy, Bargaining Committee

E&OE