

# **COLLECTIVE AGREEMENT**

**between**

**BEACH PLACE VENTURES (BLACK TOP CABS)**

**(hereinafter termed the “Employer”)**

**And**

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

**(hereinafter termed the “Union”)**

**Term: July 1, 2015 to June 30, 2020**

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# COLLECTIVE AGREEMENT

BETWEEN: BEACH PLACE VENTURES LIMITED  
[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;

## ARTICLE 1 — PURPOSE

### 1.01

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

### 1.02

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

### 1.03

The Company agrees that "the Employment Standards Act 1995," and Regulations [Act], shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision[s] of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this Collective Agreement does not contain a provision which is contained in the Act, such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

## 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 Relations Code, 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 hired subsequent to the effective date of this Agreement, shall, as a condition of employment within 160 hours of work from the date of employment, become and remain members of the Union.

**2.04**

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

**2.05**

Management personnel and shareholders are allowed to serve, until a qualified employee arrives, for not more than eight [8] hours' duration, unless a qualified employee is not available and such calls shall be made by bargaining unit members, as a Calltaker, chief Calltaker, and/or voice channel operator in an emergency, or during a sudden unexpected surge in business.

An emergency is defined: urgent time sensitive work when an employee leaves work unexpectedly or cannot come to work.

**ARTICLE 3 — UNION REPRESENTATION**

**3.01**

The Company shall recognize the Representative[s] selected by the Union for matters pertaining to 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. Such contact shall not disrupt the work within the bargaining unit.

**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 Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

**3.05**

The Job Stewards may investigate and process grievances, or confer with Representative(s) of the Union during working hours. However, these inquiries shall not be made without first obtaining permission from their immediate Manager.



Such purposes and such permission will not be unreasonably denied. All such time spent by the Job Stewards investigating and processing grievances during working hours will not result in a loss of their pay.

### **3.06**

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 AND EMPLOYEES**

### **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 19, 20 and 21.

### **4.02**

The Employer recognizes the employees' right to Union representation and will advise the employee of such rights prior to the commencement of any meeting.

## **ARTICLE 5 — DEFINITION OF EMPLOYEES**

### **5.01 Probationary Period**

All newly-hired employees will be considered probationary for the first six hundred [600] hours 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 2.01, of this Agreement.

### **5.03 Part-time Regular**

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

### **5.04 Casual Employees**

[a] A casual employee is one hired for vacation relief, unusual peak workloads or emergencies. Such employees shall be paid not less than the hourly rate as established in the "A" appendices 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 establishment.

## ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

**6.01** *(Deleted – May 2015)*

**6.02**

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 Article 6.01 above.

For dispatch employees only, 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.

**6.03**

Lunch breaks are outlined in Appendix A.

**6.04**

Coffee breaks are outlined in Appendix A.

**6.05 Overtime Premiums**

All work in excess of the regular work day shall be considered overtime, and be paid for at one hundred and fifty percent [150%] of the employee's hourly rate for the duties performed for the first four [4] hours, and two hundred percent [200%] of the employee's hourly rate for the duties performed for each hour worked thereafter. Any employee working more than five [5] days in any one [1] week, shall be paid overtime for all hours in excess of the fifth [5<sup>th</sup>] day. Such overtime rates will be one hundred and fifty percent [150%] of the employee's hourly rate for the duties performed for the first four [4] hours of overtime, and two hundred percent [200%] of the employee's hourly rate for the duties performed thereafter.

**6.06**

All time worked by a full-time regular employee on his/her regular days off shall be considered as overtime, and shall be paid at the rate of one hundred and fifty percent [150%] of the employee's regular hourly rate for the first four [4] hours, and two hundred percent [200%] of the employee's regular hourly rate for each hour worked thereafter.

Notwithstanding the provisions of Section 6.05 above, all time worked by part-time employees in excess of forty [40] hours in a week or over eight (8) hours in a single day shall be considered as overtime, and shall be paid at the rate of one hundred and fifty percent [150%] of the employee's hourly rate for the first four [4] hours, and two hundred percent [200%] of the employee's regular hourly rate for each hour worked thereafter.

**6.07**

An employee requested to work overtime beyond the regular work day shall be allowed a one-half [½] hour meal period at the regular hourly rate of pay, provided such overtime is in excess of four [4] 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 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 a six [6%] per cent premium for each such hour worked.

**6.12 Shift & Overtime Allocation**

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 five [5] shifts per week, and any remaining shifts or hours will be referred to casual employees to a maximum of five [5] shifts per week. In the event that overtime is to be allocated which is in addition to the above, the overtime hours will be offered first to full-time employees at a premium rate. 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.

**6.13**

In the event that the overtime is made necessary by a vacancy in a higher paying category, the work will be offered to lower rated employees on that shift provided they are qualified, and the part-time employees or casual employees will then fill in on the lower paying category.

## ARTICLE 7 – STATUTORY HOLIDAYS

### 7.01

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

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

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

### 7.02

- [a] Work performed by an employee on the above Statutory Holidays will be paid for at the rate of one hundred and fifty percent [150%] of the employee's regular rate of pay, in addition to another day off with pay for that day. Any employee who qualified for statutory holiday pay at the rate of one hundred and fifty percent [150%] of the employees' regular pay and an additional day off may, at the employee's option, instead elect to receive two hundred and fifty percent [250%] of the employee's regular rate of pay for such statutory holiday. The choice of a specific day off or the monetary option must be designated with seven [7] days prior to or seven [7] days following the statutory holiday.
- [b] All time worked by a full-time employee on a day granted in lieu of the Statutory Holiday, as provided in Article 7.01 above, shall be considered overtime and paid at one hundred and fifty percent [150%] of the employee's pro-rated hourly rate.
- [c] Should one of the Statutory Holidays designated in the foregoing Article 7.01 fall on a part-time regular or casual employee's scheduled day[s] off, that employee shall receive Statutory Holiday pay in accordance with the following:
  - i] for an employee who does not have a regular full-time schedule of hours and who has worked at least fifteen [15] of the last thirty [30] days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty [30] day period by the number of days worked;

ii] for an employee who has worked fewer than fifteen [15] of the last thirty [30] days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty [30] day period by fifteen [15].

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

### **7.03**

In the event any of the holidays enumerated in the foregoing Article 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.

### **7.04**

Employees, by seniority, may decline to perform work on any regularly scheduled shift which falls on any Statutory Holiday, but employees with the least seniority who are qualified and in the bargaining unit, cannot decline to work on such Statutory Holiday.

### **7.05**

Employees required to work New Year's Eve on shifts starting from 12 noon to 6:00 a.m. shall receive a bonus of the greater of seventy-five dollars [\$75.00] or the Statutory Holiday pay for New Years Day.

## **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 one [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 percent [4%] 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 percent [6%] 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 seven [7] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight percent [8%] 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 twelve [12] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten percent [10%] of gross earnings for the period in which vacation was earned, whichever is greater.

**8.05**

All employees shall be entitled to thirty [30] working days paid vacation after seventeen [17] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve percent [12%] of gross earnings for the period in which vacation was earned, whichever is greater.

**8.06**

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.

**8.07**

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.

**8.08**

The vacation schedule shall be posted in January of each year, and employees will be allowed one [1] week to make their selection as per Section 7, above. The Company will make every effort to fix vacation schedules by March 1st each year, giving consideration to the work schedule of the Company and the request of the employee.

**8.09**

The Employer shall pay the employee the annual vacation pay to which he/she is entitled on their regular pay day. Vacations must be taken not later than one [1] year after the entitlement is earned. Should the employee fail to select, prior to June 30 of the vacation year, the Employer may assign the employee to a period of two [2] weeks of vacation time.

**8.10**

A part-time or casual employee's vacation period will be pro-rated as per this schedule.

## 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. spouse, common-law spouse, same sex spouse, sons, daughters, father, mother, father-in-law, mother-in-law, grandparents, sisters or brothers, a regular employee shall be granted three [3] working days leave of absence with full pay. An additional two [2] working days leave of absence with full pay shall be granted for travelling purposes when regular employees must travel out of the Lower Mainland in the case of a death in the immediate family. Such leaves of absence will not be charged against sick leave, holiday entitlement or other accrued time off. Proof of travel must be provided to the Employer.

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

### 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. For Calltakers and Dispatchers this is extended to three [3] weeks.

### 9.05 Maternity Leave and Parental Leave

Leave of absence 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

### Preamble

It shall be the responsibility of the Company to advise the employee of the benefits available under the Health and Welfare Plan, and to provide said employee with the necessary application cards to join the Plan. It shall then be the employee's responsibility to complete the application cards for benefits under the Plan and return same to the Company paymaster, who shall be responsible for ensuring that the Carrier[s] immediately receive[s] such completed application cards.

1. Participation in the Plan by each regular employee [including part-time regular employees who normally work a minimum of three [3] shifts per week on a regular basis] 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 successful completion of the probationary period.
3. **Carriers**  
The Benefit Plan Carriers may, subject to mutual agreement by the Parties, be changed from time-to-time.

### 10.01 Sick Leave

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



## **10.02 Medical and Surgical Plan**

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

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

## **10.03 Wage Indemnity Plan**

The Company agrees to provide a Wage Indemnity Plan as outlined below:

1. The Plan shall be a 1-8-39 Plan with benefits in the amount of seventy-five percent [75%] of current salary.
2. The unused portion of sick leave entitlement per Article 10.01 may be used to augment the W.I.P. to one hundred percent [100%] of current salary, at the employee's discretion.
3. Premium costs shall be paid seventy-five percent [75%] by the Company, effective July 1, 2008.

## **10.04 Group Life Insurance Plan**

The Company agrees to provide a Group Life Insurance Plan as outlined below:

1. Benefits shall be in the sum of twenty thousand dollars [\$20,000.] for all employees, covering death from any cause and including similar additional benefits for dismemberment.
2. Premium costs shall be paid by the Company.

## **10.05 Dental Plan**

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

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

## 10.06 Extended Health Benefit Plan

The Company agrees to provide an E.H.B. Plan as outlined below:

1. The Plan shall include benefits as follows:
  - [a] twenty-five dollars [\$25.00] deductible annually for eligible expenses incurred.
  - [b] eighty percent [80%] co-insurance for eligible expenses after the deductible has been satisfied.
  - [c] no maximum limit per person covered.
2. Extended health benefits will be extended to all employees at a shared premium cost of fifty percent [50%] / fifty percent [50%] — Employer/employee.
3. Claims for eyeglass, frames and/or contact lenses up to four-hundred dollars [\$400.00] per person for employees, covered per each thirty-six [36] month period, shall be reimbursed by the Employer. Dependent family members shall be covered up to one hundred dollars [\$100.00] per person, covered per each thirty-six [36] month period, shall be reimbursed by the Employer.

## ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS

### 11.01

- [a] 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 the "A" appendices attached hereto and made part of this Agreement.
- [b] Job Descriptions will include all of the duties required for all positions within the bargaining unit within three [3] months.

### 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 19, 20 and 21 of this Agreement.

#### **11.04**

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.

#### **11.05**

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**

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 of more than five (5) days duration, within seven [7] calendar days of vacancy occurring, shall be posted on the office bulletin board for five (5) and will include job title, job group and description of the job duties, qualifications, and rate of pay. Those employees who make application during this five (5) day period will be considered for the job on the basis of ability and qualifications, both of which are to be determined by objective testing, then seniority 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. A copy of all job postings will be sent to the Union office.

#### **12.03 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 ability, qualifications and seniority. In the event two [2] or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

#### **12.04**

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

## **12.05**

All Dispatch shifts will be re-posted every six [6] months from the date of the first posting under this contract. Where a full-time regular employee has not attained the necessary level of ability enabling him/her to bid for a desired job, the Company 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 regular six [6] month posting.

The Company shall make reasonable efforts to train call-takers to ensure that there is coverage available as a voice channel relief person. The decision to train a call-taker is within the discretion of the Company and shall be invoked on an as-needed basis. A full-time employee may bid on a part-time position. Upon a successful bid to regain a full-time position, the employee will resume their original full-time seniority date.

## **12.06**

This six [6] month re-posting does not constitute job vacancies for purposes of Articles 12.01 and 12.02 above. Any vacancies resulting from the re-posting will be offered in order of seniority or number of shifts worked within the Dispatch Department before being offered to the other Departments.

## **12.07**

Any Dispatch employee accepting a regular part-time position shall have the right of first refusal of any additionally available unscheduled or relief hours up to a maximum of forty [40] worked hours per week.

## **12.08**

Casuals shall be called in order of the number of shifts worked [as defined in Article 14.07] and offered any shifts that are not filled by regular full-time or regular part-time employees.

## **12.09 Job Security**

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

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

## **12.10**

Whenever a VCO or a VCT position becomes temporarily vacant [eg. book-off, vacation, sickness, leaves], the Company agrees to fill this vacancy with a bargaining unit employee who is trained and qualified to at least the VCT level.

## **ARTICLE 13 — LAY-OFF, RECALL AND SEVERANCE**

### **13.01 Lay-Off Procedure**

If a reduction of 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 [ie: permanent] employees shall be given two [2] weeks' notice of lay-off or two [2] weeks' salary in lieu of notice.

### **13.03**

Any regular or regular part-time 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 in person with a copy to the Union or by registered mail to the last known address of the employee. It is the responsibility of the employee to notify the Company and the Union of any change of address. 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. When transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be notified of 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.

[d] Employees recalled to work shall be deducted the minimum dues for each whole month that the employee was laid off or absent due to extended leaves, e.g.: Wage Indemnity, W.C.B. etc.

### **13.07 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, to a maximum of twelve [12] weeks' pay.

The foregoing shall also apply when an employee retires at age sixty [60] or more but except for retirement severance pay shall not apply when an employee voluntarily quits.

### **13.08**

Such severance pay shall be pro-rated for part-time employees, i.e. an employee who works three [3] days per week and who otherwise qualifies, will receive twelve [12] weeks' severance pay of three [3] days each.

## **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. Service as a driver shall not be counted towards seniority.

### **14.03 Regular Part-Time Employees**

Regular part-time employees shall accrue seniority on the basis of hours worked. Such seniority records shall be kept on a separate part-time seniority list. Any part-time employee with the seniority and ability can take a regular job if it should become vacant.

### **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. Except as provided in the Unions seniority reinstatement policy.

### **14.05**

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 lay-off.

#### **14.06 Casual Employees**

No seniority shall accrue for short terms of casual work except that upon a casual employee becoming a regular part-time or full-time employee, that employee shall commence accruing seniority from that date so long as the probationary period has been successfully completed.

#### **14.07**

For the purpose of promotion when (2) or more casuals are competing for the same position, the employer will base their seniority on total accrued hours.

#### **14.08**

An employee, on leave of absence under Article 9 or Article 10, will continue to accrue seniority on the hours worked in accumulation.

#### **14.09 Seniority Lists**

Within the office, the Company will post and maintain separate seniority listings for regular and part-time regular employees. Such up-to-date listings will be posted as of January 1<sup>st</sup> and July 1<sup>st</sup> 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.

#### **14.10 Grandfathered Seniority**

Upon amalgamation of the three [3] Agreements and bargaining units, three [3] mutually exclusive seniority lists will be created: Office and Dispatch. A subordinate fourth [4<sup>th</sup>] regular list will be created to include subsequent hires.

- [a] An employee on one of the grandfathered lists may exercise his/her seniority in the normally accepted manner against his or her grandfathered list or against the fifth list.
- [b] An employee on one the grandfathered lists shall not be allowed to bump, displace or otherwise use his/her seniority to the disadvantage of an employee on one of the other grandfathered lists.
- [c] Vacation bidding shall be by seniority by the departments in which the employees are working.
- [d] In the event that a grandfathered employee successfully bids on a position in another department [e.g.: from office to the dispatch], he/she shall retain his/her grandfathered seniority but will be placed on the fourth list in order of seniority accrued pursuant to Articles 14.01 to 14.08 above.
- [e] Should the employee in [d] above, wish to bid for a vacant position in his/her original department, he/she shall compete based on his/her grandfathered seniority and if successful, shall be placed back in his/her original grandfathered position.

## **ARTICLE 15 — DISCHARGE, TERMINATION AND DISCIPLINE**

### **15.01**

It is hereby agreed that the Company has the right to discharge an employee for just and reasonable cause. Prior to an employee being terminated the Company will call a meeting with the employee and a Job Steward to discuss the issue that has raised cause for such termination.

The Company agrees to provide the employee the reasons for his/her termination in writing at the time of the meeting. A copy of the termination letter will be sent to the Union Office.

### **15.02**

If an employee is to be terminated, except as provided in Article 15.01 above, said employee shall receive two [2] weeks' notice prior to the date of termination, or two [2] weeks' wages in lieu of notice. If notice is given prior to the vacation period of any employee, such employee shall receive two [2] weeks' wages, 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.

### **15.04**

The Job Steward[s] shall be present during any disciplinary meetings. To facilitate this, the Union will make Job Stewards available on each of the shifts; graveyard, day and afternoon from Monday to Friday inclusive. Any person[s] so designated by the Company, may appear as the Company Representative[s].

Any discipline, other than suspensions, arising during a weekend, shall be delayed until Monday for presentation.

### **15.05 Disciplinary Letters**

All disciplinary letters will be expunged after twenty-four [24] months without further related incident.

### **15.06 Personnel Files**

Any employee will be given the opportunity on seven [7] days notice to the employer to review and receive a copy of their personnel file.



## **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 Article 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 two [2] weeks' 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**

Where newly created or revised jobs are to be implemented as a result of a change in operations or technological change, the Company, in order of seniority, further agrees to institute an on-the-job training program during the employee's regular working hours for those who may be affected, at no cost to the employees involved.

### **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 Savings Clause**

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, 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 Direct Bank Deposit**

All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees by midnight of each current bi-weekly Saturday pay date. Pay stubs shall be issued to all employees not later than end of shift Thursday.

### **17.05 Picket Lines**

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a third party 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**

Bulletin boards 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 Grace Period**

Upon Management approval an employee who has been employed for five [5] years or more and quits his/her job to accept employment with a different employer, shall be given a grace period of one month to return to the former position if the new job does not in their opinion work out. This is a one-time per employee option. The employee's seniority will be maintained and Union dues will be deducted from the employee for the one month grace period upon returning to the position.

### **17.08 Health & Safety**

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

### **17.09 Headsets**

The Company shall supply one [1] head set for all full-time and part-time employees of equal or comparable quality to the existing sets. [Approximately 1994 value of one hundred and fifty dollars [\$150.00]]. The style of set [muff or inner ear] is to be indicated by the employee. The employees will use every means possible for the care of the headset. The cost for repairs and replacement of any and all headsets will be borne by the Company and shall upon termination of employment be returned to the Company.

**17.10 Parking**

The Company agrees to provide Wicket Staff parking stalls for any shifts, regular or otherwise, that start or finish between the hours of 22:00 to 06:00 hours. Such stalls will be reserved and as close as possible to the building entrance; such stalls are to be paid for as per going staff rate

**17.11** *(Deleted – May 2015)*

**17.12**

Staff shall only be answerable to the Manager, or a person in lieu appointed by the Board of Directors, for direction. The Company further agrees that the Directors shall refrain from interfering with work in the office and will refrain from disturbing the staff while they are on their breaks except in the case of emergencies.

**17.13** *(Deleted – May 2015 – incorporated into Article 15)*

**17.14 Training**

The Employer agrees to establish a formal training plan based on written guidelines which will enable employees to qualify for promotion in accordance with Article 12.03.

**17.15**

The Company will pay the cost of pre-approved work related courses upon completion of these courses. If the employee leaves within two [2] years, the Employer may recover the cost of the course.

**17.16 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 premises, verify substance of employee and management complaints, to deter thefts and provide safety.

**17.17 First Aid Attendants**

Level One: Twenty five dollars [\$25.00] per month

## ARTICLE 18 — HARASSMENT

### 18.01 Policy and Definition

- [a] COPE Local 378 and the Employer recognize the right of the employees, supervisors, managers, drivers, and shareholders 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] Personal harassment means a course of conduct directed at a specific person that causes substantial distress in such a person, and serves no legitimate work related purpose. It may include:
  - i] physical threats or physical assault; and
  - ii] words, gestures or actions, the natural consequence of which is to abuse another person.
  
- [c] 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.
  
- [d] Alcohol and/or drug abuse shall not be considered as a defence.

### 18.02 Process for Complaints

The Company and the Union guarantees that any complaint of sexual harassment will be treated in the utmost confidence.

Complaints may be either verbal or in writing, and should be taken up with the employee's immediate Supervisor, unless the Supervisor is the person allegedly committing the harassment. In such a case, the complaint should be taken up with the General Manager and CEO. In the event the General Manager and CEO is the person allegedly committing the harassment, the complaint should be taken up with the Chairman of the Board; if the Chairman or another Director is the person allegedly committing the harassment, then the complaint should be directed to a different Director or the General Manager and CEO.

1. Complaints are to be taken up with the appropriate person as soon as practical, following the incident.
2. In addition, employees retain all rights under the legal processes of the law.

## **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 with Step 3.

#### **STEP 1**

The employee involved shall first take up the grievance with the Manager 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 a Job Steward or Representative of the Union.

#### **STEP 2**

If the grievance is not satisfactorily settled at Step 1, the employee and Job Steward or Representative, shall submit the grievance, in writing, to the General 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 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 [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 Articles 20 and 21.

### **19.03**

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

### **19.04**

Failure by the Company to reply to a grievance within nine [9] calendar weeks shall mean that the grievance is conceded.

## ARTICLE 20 — EXPEDITED GRIEVANCE PROCEDURE

### 20.01

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, to Mr. Ron Keras for this purpose or if unavailable another arbitrator agreed to by the Parties shall at the request of either Party:

- [a] investigate the difference,
- [b] define the issue in the difference; and
- [c] make written recommendations to resolve the difference within ten [10] days of the date of receipt of the request; and, for those ten [10] days from that date, time does not run in respect of the Grievance Procedure.

### 20.02

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 21, unless by mutual agreement between the Union and the Company.

## ARTICLE 21 — SINGLE ARBITRATOR

### 21.01

- [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 20, the Parties to this Agreement shall agree upon a Single Arbitrator as a means of settling disputes appropriate to such procedure as follows:

### 21.02

The Party desiring arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 19. The notice may set out the question[s], in the opinion of the Party seeking arbitration, to be arbitrated.

### 21.03

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.

### 21.04

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.

#### **21.05**

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 22 — EMPLOYMENT STANDARDS**

The Company agrees that any provision of the Employment Standards Act, 1995, not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement for a specific employee or a particular group of employees, shall be deemed to be part of this Collective Agreement for that employee or particular group of employees.

### **ARTICLE 23 — DURATION**

#### **23.01**

[a] This Agreement shall be in full force and effect on and after the **1st day of July 2015**, to and including the **30th day of June 2020**. After the expiry date of the agreement and until a revised agreement is signed, this agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

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

[b] The Union and the Company shall commence negotiating in good faith no later than ninety [90] days prior to the expiration of the current Collective Agreement to ensure that the terms and conditions for a new Collective Agreement may be obtained and the Agreement executed in a timely fashion.

[c] Where such notice is given, the provisions of this Agreement shall continue in full force and effect UNTIL a new Agreement is signed and executed.

#### **23.02**

It is mutually agreed by the Parties to exclude from this Agreement, the operation of Section 50[2] of the Labour Relations Code.

#### **23.03 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 force and effect.

**ARTICLE 24 – LETTERS OF UNDERSTANDING AND MEMORANDUMS**

**24.01 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 shall be incorporated into the Collective Agreement unless specified otherwise.

**24.02 Copies to the 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.

**24.03 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 24.01 above.

Signed at Vancouver, BC	This 29 <sup>th</sup> Day of	June, 2016
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

\_\_\_\_\_  
"Original Signed"  
Saif Ullah, General Manager

\_\_\_\_\_

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\_\_\_\_\_

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

\_\_\_\_\_  
"Original Signed"  
Kevin Payne, Union Representative

\_\_\_\_\_

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**LETTER OF UNDERSTANDING #1**

**BETWEEN:** BEACH PLACE VENTURES LIMITED

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

**RE:** **Article 10 Section 3 Wage Indemnity Plan**

The dispatch employees will have the option of participating in the Wage Indemnity Plan. Such option will be exercised once only during the term of the Collective Agreement. The Union will confirm the individual intentions of such employees regarding this option.

Signed at Vancouver, BC	This 29 <sup>th</sup> Day of	June, 2016
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

\_\_\_\_\_  
"Original Signed"  
Saif Ullah, General Manager

\_\_\_\_\_  
"Original Signed"  
Kevin Payne, Union Representative

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:** BEACH PLACE VENTURES LIMITED

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

**RE: References to Garage Positions and Their Duties**

It is agreed between the Company and the Union that all Articles, Sections and references to garage positions and their duties be removed from the Collective Agreement. It is also agreed that in the event a garage is reinstated within the Company at any time, the Parties will meet to reinstate those garage positions as members of the Union. The Parties will meet to discuss and negotiate all terms and conditions of the garage positions including salaries, duties and job descriptions prior to any job posting of the position required.

Signed at Vancouver, BC	This 29 <sup>th</sup> Day of	June, 2016
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

\_\_\_\_\_  
"Original Signed"  
Saif Ullah, General Manager

\_\_\_\_\_  
"Original Signed"  
Kevin Payne, Union Representative

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**LETTER OF UNDERSTANDING #3**

**BETWEEN:** BEACH PLACE VENTURES LIMITED

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

**RE: References to Supervisor Positions and Their Duties**

It is agreed between the Company and the Union that all Articles, Sections and references to supervisors and their duties be removed from the Collective Agreement. It is also agreed that in the event a supervisory position is reinstated with the Company at any time, the Parties will meet to reinstate the position as a member of the Union. The Parties will meet to discuss and negotiate all terms and conditions of the supervisory position including salary, duties and job description prior to any job posting of the position.

Signed at Vancouver, BC	This 29 <sup>th</sup> Day of	June, 2016
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SIGNED ON BEHALF OF THE COMPANY  
Party of the First Part;

SIGNED ON BEHALF OF THE UNION  
Party of the Second Part;

\_\_\_\_\_  
"Original Signed"  
Saif Ullah, General Manager

\_\_\_\_\_  
"Original Signed"  
Kevin Payne, Union Representative

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## APPENDIX "A" - OFFICE

### ARTICLE - 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

#### Section 1

Each regular and part-time regular employee, will have an established shift falling within the hours set out herein:

- [a] Office
  - i] The regular work day shall consist of eight [8] consecutive hours, including thirty [30] minute daily paid lunch periods for five [5] consecutive days, Monday to Friday inclusive.
  - ii] The daily work schedule shall be within the hours of 8:00 a.m. to 5:00 p.m., unless mutually agreed to do otherwise by the employee and the Company.
  
- [b] Wicket
  - i] A regular work day shall consist of eight [8] consecutive hours including a sixty [60] minute paid lunch period, to be provided and taken as close as possible to the middle of the employee's working shift.  
  
For purposes of Statutory Holidays, pay days, etc., the work day shall commence at 00:01 hours and shall finish at 24:00 hours [midnight].
  - ii] Employees who work eight [8] consecutive hours without a lunch period shall be paid for nine [9] hours work in lieu of a sixty [60] minute lunch break.
  - iii] A regular work week shall consist of forty [40] hours worked in five [5] consecutive daily eight [8] hour shifts.

#### Section 2

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, but not the supplies.

## JOB CLASSIFICATIONS and HOURLY WAGE RATES

	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019
	1%	1.5%	1.5 %	2%	2%
Group 1 Receptionist	\$ 19.61	\$ 19.90	\$ 20.20	\$ 20.60	\$ 21.01
Group 2 Wicket Clerk	\$ 20.02	\$ 20.32	\$ 20.62	\$ 21.03	\$ 21.45
Group 3 Assistant Accounting Clerk A/R	\$ 20.63	\$ 20.94	\$ 21.25	\$ 21.68	\$ 22.11
Group 4 Accounting Clerk A/R	\$ 22.82	\$ 23.16	\$ 23.51	\$ 23.98	\$ 24.46
Group 5 Accounting Clerk Payroll Assessments	\$ 25.76	\$ 26.15	\$ 26.54	\$ 27.07	\$ 27.61

**NOTE 1:**

- One dollar [\$1.00] per hour less than classification rate for first thirty [30] shifts;
- thereafter, classification rate shall be paid.
- employees engaged in training other staff will receive one dollar [\$1.00] per hour.

## JOB DESCRIPTIONS

### RECEPTIONIST (GROUP III)

1. Reception duties
  - [a] directs phone queries from account holders, shareholders, drivers, staff, etc. to the appropriate person; meets and greets visitors to the office;
2. Secretarial duties
  - [a] types correspondence for the General Manger, and others upon request; types Minutes and keeps Minute Book up to date–forwards copies to company’s lawyers; types various documents, including Lease Agreements; orders office supplies, as well as other items, such as decals–checks with the Manger prior to ordering paper and decals;
  - [b] stuffs envelopes, prepares labels for envelopes as required for monthly mailing of receivables; and ensures there is enough postage for the monthly mailing of receivables;
  - [c] keeps track of payroll for the board (monthly) and office staff (biweekly) and gives to payroll clerk as required;
  - [d] at month end, ensures proper information is given to those concerned re car sales and updates the shareholder information on the computer database as well as the binders.
  - [e] ensures all information for the election is prepared and assists as needed.
3. Lost/Found and Security Property
  - [a] when customers claim property, ensure the property is theirs; in case of cell phones, although they know the number, PIN, etc. ask for photo ID and enter it in the book. Have all customers sign for the item(s) and get a home phone number.
  - [b] after 60 days, items unclaimed items are put on list and posted in the driver’s lounge for 30 days; any items not claimed after this period are packaged into boxes for pickup by a charity; organize the two security rooms.
  - [c] any dispute with customers are to be transferred to the manager.
4. Decals: BT or Checker
  - [a] each person coming in must show picture ID and this must be shown on the appropriate signed form, along with which decals they have picked up. These forms are then given to the Assessment Clerk at month end.
5. Imprinters and Plates
  - [a] drivers who either purchase or lease either privately with an owner or from BT, must order a new plate with their own GST number on it. Once eight (8) new plates have been ordered, the order is sent via FAX (each month may vary so use your own judgement and the manager can override the minimum order requirement). The order is usually received in 7 to 10 working days. When the plate and/or imprinter are picked up, a form must be completed and signed showing receipt of item. All forms to be submitted to the Assessment Clerk on a monthly basis.
6. Taxi Fare Coupons and Taxi Saver
  - [a] keep accurate account of purchases from the company and for PR, etc. Each month two hotels receive an agreed amount of \$500 each in coupons. A printed account of the purchases is given to the Accountant. As well, the Accountant a reminder notice one week before the end of the month as the concession hotels receive a cheque from us.
  - [b] also sell coupons to anyone who wants to purchase them - cash, cheque or credit card.
7. Tickets

## ACCOUNTING A/R CLERK (GROUP VI)

Oversees all aspects of duties relating to Accounts Receivable.

Directly responsible for:

1. Black Top Corporate Charge Accounts:
  - [a] customer inquiries [policies, account options, billings, etc.]
  - [b] faxing and approving of credit applications and voucher samples
  - [c] creating and maintaining of customer account information in hard copy files
  - [d] creating and maintaining of account data bases in both accounting and dispatch computer systems; maintaining supporting hard copy material of this information
  - [e] embossing of credit cards
2. Accounts Receivable:
  - [a] checking off deposits and following up on payment irregularities
  - [b] preparing and entering of journals (G.S.T., account maintenance, etc.)
  - [c] recording of charge batches, deposits and journal entry information in control book for balancing to general ledger
  - [d] adding of charges for month-end and comparing and resolving differences between added charges and charge total summary (shared duty)
  - [e] running of invoices, reports and performing other month-end procedures
  - [f] verifying and collating of charges with invoices
  - [g] processing of credit/debit memos
3. Collections:
  - [a] following up on overdue accounts and suspending service of delinquent accounts
  - [b] pulling, photocopying and faxing/mailing copies of charges
4. Taxi Overs:
  - [a] approving and processing of charges as invoiced by other taxi companies
  - [b] confirming payment amounts and releasing of payment to other taxi companies
5. Trouble Shooting:
  - [a] dealing with disputed charges after billings have been sent
  - [b] investigating owner's concerns over charges pertaining to assessments
  - [c] providing information/instructions to dispatch and other applicable Parties regarding procedures, etc.
6. Data Input of Black Top account charges:
  - [a] inputting and balancing of charge batches
  - [b] checking for use of cancelled credit cards and watching for other accounts flags as charges are being input
  - [c] flagging of errors for later correction
7. Miscellaneous:
  - [a] processing of temporary account, owners personal and shipping agency charges
  - [b] keeping track of credit cards turned in by drivers
  - [c] sending and recording of charge slips/imprinters requested by customers
8. Overflow Duties [as a result of staff reduction]:
  - [a] data input [bulk of Black Top account charge input]
  - [b] major credit card charges...
    - confirming information has been recorded correctly in settlement log
    - numbering of settlement batches

- transferring of data from dispatch system to Excel and balancing with settlement log
- adjusting of owner's charges
- generating printouts for owners to check-off credit - major card charges
- providing charge totals and journals involving non-current owner adjustments and charge-backs debited to us by bank to other departments.
- retrieving and faxing copies of charges as requested by banks



## ASSISTANT ACCOUNTING A/R CLERK (GROUP IV)

1. Processing of Black Top Charges:
  - [a] insuring charges have been filed in account number order and any charges that have been turned in late have been removed for refiling into correct batches
  - [b] removal of charges, which are processed separately, from daily batches
  - [c] checking of charges to insure that charge information is complete and legible, that customer charge requirements and any account restrictions have been met
  - [d] checking of flat rated accounts
  - [e] comparing fare amounts of MHR and Ministry for Children and Families charges with dispatch estimates and obtaining additional authorization if fares are exceeded
  - [f] contacting other cab companies for approval when driver has not obtained authorization
  - [g] adjusting of charges where owners have advised incorrect imprinter used
2. Investigation of Incomplete Charges:
  - [a] contacting customers when charge requirements have not been met or additional approval is needed
  - [b] looking up driver sheets and/or requesting trip detail information from dispatch
  - [c] calling in, or preparing list (for posting in drivers room) or drivers to see for follow-up
  - [d] collecting monies for incorrectly processed charges
3. Accounts Receivable Deposits:
  - [a] opening and sorting of cheques
  - [b] confirming and allocating payments received without remittance info
  - [c] inputting payments in Excel and balancing
  - [d] recording of G.S.T., discount and payment discrepancy amounts
4. Taxi Savers:
  - [a] overseeing the processing of Taxi Savers
  - [b] Taxi Saver spread sheet input
  - [c] preparation of Taxi Saver monthly summary
5. Month-End Procedures:
  - [a] preparation of month-end batches for input
  - [b] adding of charges for month-end and comparing and resolving differences between added charges and charge total summary [shared duty]
6. Backup for Accounts Receivable Accounting Clerk:
  - [a] must be able to perform all duties [see job description]
7. Miscellaneous Duties:
  - [a] answering of telephone when Receptionist has left his/her station
8. Overflow Duties [as a result of staff reduction]:
  - [a] adding of daily charge batches
  - [b] Air Canada spread sheet input
  - [c] ordering driver supplies

## ACCOUNTING CLERK - PAYROLL & ASSESSMENT (GROUP VIII)

1. Owners' Assessments:
  - [a] responsible for processing assessment statements for shareholders
  - [b] verify and process posting of assessment expenses to owners' accounts
  - [c] set up new accounts and cancel old accounts
  - [d] prepare cheque registers and collection reports
  - [e] prepare owners accounts payable journals
  - [f] coordinate, collate, copy and file assessments documents
  - [g] handle inquiries, provide information and contact owners to discuss/reconcile balances
  - [h] issue and maintain assessment cheques
  
2. Payroll:
  - [a] responsible for processing a full-cycle bi-weekly payroll
  - [b] review timesheets, summarize hours, process payroll, benefits, and statutory and non-statutory deductions in the payroll system.
  - [c] process vacation pays, statutory pay, records of employments, government reporting, garnishments, account reconciliations and related journal entries.
  - [d] responsible for year-end balancing, reconciling and reporting of T4s and T4 summary
  - [e] prepare and reconcile remittances for Union dues
  - [f] process new hires paperwork, employees' transfer, increases and terminations
  - [g] maintain and prepare employee seniority list
  - [h] maintain and update employee personnel files and payroll records including sick accruals and vacation accruals
  - [i] respond to employees' inquiries involving payroll matters and provide information to W.C.B., I.C.B.C., CRA and other agencies
  - [j] investigate and resolve discrepancies involving payroll and benefits deductions
  - [k] maintain and troubleshoot the time and attendance system and payroll system
  
3. Accounts Payable Assist:
  - [a] process accounts payable data into ledgers
  
4. Other Duties:
  - [a] responsible for data entry of pump sheets and prepares reports
  - [b] process private C.N.G. sales accounts payable
  - [c] process towing bills, decals, and imprinters/plates
  - [d] process owners' C.N.G. data and rebate
  - [e] maintain C.N.G. data backup and file checks
  - [f] make photocopies of pump sheets and forms for gas attendants
  - [g] prepare, update and distribute monthly new owners' list
  - [h] photocopy missing assessments copies from owners
  - [i] perform related duties as required

## DRIVER/OWNERS' WICKET/CLERK (GROUP IV)

1. Maintain Owners' Files:
  - [a] open and close files for owners as need
  - [b] file mail and memos and distribute to owners
  - [c] obtain written authorization when someone other than owner is designated to act on behalf of the owner
  
2. Control Drivers Cash Envelope Distribution:
  - [a] distribute drivers' cash envelopes when owners' wicket is open
  - [b] make cash envelopes available at drivers' wicket at the owner's request when the owners' wicket is closed
  - [c] keep log of cash envelopes given to owners
  - [d] investigate any instance of envelopes being misplaced or given to wrong person
  
3. Assessments:
  - [a] collect and record assessment payment
  - [b] add assessment payments for bank deposit purposes
  - [c] give out assessment cheques
  
4. Owners' Wicket Cash Box:
  - [a] pay out drivers' cash shortages and recoup money paid out from the owners
  
5. Respond to Workers' Compensation Board Inquiry Letters:
  - [a] respond to WCB letters of inquiry re drivers involved in accident
  
6. Shift Averages:
  - [a] calculate average gross take for each shift and provide copies to office as required
  
7. Major Credit Card Settlements:
  - [a] adjust and settle major credit card charges
  - [b] co-ordinate and oversee settlements of major credit card charges
  - [c] other duties to follow
  
8. Assist Accounts Receivable Department.

## DUTY CO-ORDINATOR (GROUPS I & II)

1. Co-ordinate Drivers Wicket
  - [a] give keys to driver as per car assignments
  - [b] collect and record drivers' cash envelopes
  - [c] ensure security of drivers' cash envelopes
  - [d] distribute supplies to owners and drivers
  - [e] file trip sheets
  - [f] collect and record lost and security items
  - [g] sort Black Top and major credit card charges
  - [h] record problems and significant events occurring on shift
  - [i] assist owners, drivers, dispatch, directors and general public
  - [j] fax accident reports when not on duty
  - [k] stock all necessary supplies
  
2. Car Coverage not on Duty (evenings and weekends)
  - [a] record cars requiring drivers
  - [b] assign drivers to cars for each shift
  
3. Major Credit Card Settlements
  - [a] adjust and settle major credit card charges
  
4. Distribute Drivers' Cash Envelopes
  - [a] distribute cash envelopes when requested by owners
  
5. Taxi Savers
  - [a] process as requested by Accounts Receivable department

**APPENDIX "A" - DISPATCH**

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

**Section 1** Each regular and part-time regular employee will have an established shift falling within the hours set out herein:

- i] A regular work day shall consist of eight [8] consecutive hours with a thirty [30] minute unpaid lunch period to be taken no later than four and one-half [4 ½] hours after the start of the shift.
- ii] A regular work week shall consist of forty [40] hours worked in five [5] consecutive daily eight [8] hour shifts.

**Section 3** Where employees are required to work through a lunch period, the affected employee[s] shall be paid at the appropriate overtime rates for the thirty [30] minute period.

**Section 4** Employees shall be allowed two [2], fifteen [15] minute, paid coffee breaks away from their work station; one [1] in the first half of their shift and one [1] in the second half.

**JOB CLASSIFICATIONS and HOURLY WAGE RATES**

	July 1, <u>2015</u>	July 1, <u>2016</u>	July 1, <u>2017</u>	July 1, <u>2018</u>	July 1, <u>2019</u>
	1%	1.5%	1.5%	2%	2%
Voice Channel Operator [VCO]	\$ 22.76	\$ 23.10	\$ 23.45	\$ 23.92	\$ 24.40
Voice Channel Temporary [VCT]	\$ 20.21	\$ 20.51	\$ 20.82	\$ 21.24	\$ 21.66
Calltaker 1 [CT1]	\$ 18.61	\$ 18.89	\$ 19.17	\$ 19.55	\$ 19.94

- employees engaged in training other staff will receive \$1.00 per hour.

Trainee rate shall apply to all employees hired after June 30, 2015. Current employees shall continue to receive their current rate of pay.

All Trainees – Trainee Rate [for first 600 hours] = \$15.00 per hour

## **JOB DESCRIPTIONS**

### **CallTaker (CT) and Trainee (CTT):**

A worker who has:

- no previous experience;
- keyboard skills of ten [10] wpm and ninety percent [90%] accuracy [determined through test] achieving a twenty [20] wpm level with ninety [90%] accuracy at the CT1 level;
- reasonable knowledge of the city [demonstrated through test];
- a command of English;

and whose duties, under supervision, may include, but are not limited to:

- answering telephone requests for taxi service or other related data;
- entering all relevant data into computer promptly;
- responding to calls of a general nature including trip costs, messages, etc.;
- contacting the VCO when unable to resolve any difficulties;
- being responsible to the VCO/Supervisor on duty or the VCO if the earlier is not available.

### **Voice Channel Operator (Temporary) (VCT):**

- A worker who, in addition to the duties of a CT, has:
- keyboard skills of twenty [20] wpm and ninety percent [90%] accuracy;
- detailed knowledge of the city;
- 2 years' experience in the taxi industry;
- basic understanding of radio practices, preferably holds a Radio Operators Licence.

and whose duties, with or without supervision, may include but is not limited to:

- supervision of all call takers;
- answering calls as needed;
- using the radio, computer, monitors, and other related equipment as required to dispatch and fill the request of the taxi operators;
- maintain order and discipline of the fleet in accordance with company's guidelines, policies and memos;
- initiating predates of corporate accounts such as Air Canada, etc. as required;
- providing trip estimates and other related data pertaining to the smooth operation of our fleet including emergency situations;
- relieves the VCO for breaks, lunches, or when the VCO is occupied with other related duties;
- assisting the VCO when required to call in personnel;
- assisting in other related duties as required reporting to the

### **Voice Channel Operator [VCO]:**

A worker, who in addition to the duties of CT and VCT, with or without supervision, whose duties will include:

- calling in casual or full-time employees for book offs and ensuring that posted positions are filled, subject to Article 2, Section 2;
- running reports and retrieving data from the printer as required and as requested by Management, the Police or other legal authorities.