

SETTLEMENT AGREEMENT

BETWEEN:

KELOWNA CABS (1981) LTD.

(the "Employer")

AND:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

(the "Union")

AND:

CERTAIN EMPLOYEES OF KELOWNA CABS (1981) LTD.

("Certain Employees")

WHEREAS Certain Employees filed an application (Board number 2021-000352) for certification pursuant to Section 33(2) of the Labour Relations Code (the "Code") seeking the cancellation of the Union's exclusive bargaining agency (the "Decertification Application");

AND WHEREAS the Union opposed the Decertification, complained that the Employer had breached various sections of the Code, and sought to have the Decertification Application dismissed pursuant to Section 33(6) of the Code (Board Number 2021-000325) (the "Union's Complaints");

AND WHEREAS the parties desire to resolve their differences;

NOW THEREFORE the Parties agree as follows:


1. The Union shall put to its membership for ratification the memorandum of understanding attached as Appendix A:
2. If approved by the Union's membership:
 - a. The memorandum of understanding of agreement shall become a collective agreement binding on the parties and the Employer will end its lockout;
 - b. The Union shall withdraw the Union's Complaints;
 - c. Certain Employees shall withdraw the Decertification Application;

3. The Parties agree that any differences between the parties as to the interpretation or implementation of this agreement shall be resolved by Brett Matthews, or in his stead another British Columbia Labour Relations Board Vice Chair.

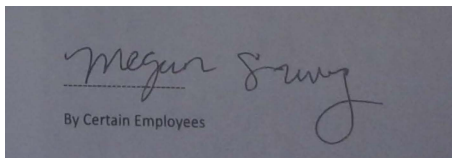
Signed this 15th day of June, 2021

A handwritten signature in black ink, consisting of a circular scribble on the left and a long horizontal line extending to the right.

By the Employer

A handwritten signature in black ink, appearing to be "Andrew".A handwritten signature in black ink, appearing to be "Dunlop".

By the Union

A rectangular stamp with a dark background. It contains the handwritten signature "Megan Young" in white ink. Below the signature, the text "By Certain Employees" is printed in white.

By Certain Employees

APPENDIX A

Employer Settlement Proposal

5.02 Full-Time Regular Employee

A full-time **regular** employee is an employee engaged on an ongoing basis for between thirty-two (32) and forty (40) hours per week.

5.03 Part-Time Regular Employee

A part-time regular employee is an employee engaged to work regular hours and/or days on an ongoing basis for between sixteen (16) and thirty two (32) consecutive hours 3 consecutive days per week. Notwithstanding the foregoing, the hours of a part-time regular employee may be extended temporarily up to a maximum of forty (40) hours per week for a period not to exceed two (2) weeks in any three (3) month period to cover unforeseen operational requirements of the business. Part-time regular employees shall be covered by and subject to all terms and conditions of this Agreement except as otherwise specified in this Agreement, and then only to the extent so specified.

6.01 Shift Schedule

Each full-time **regular** and part-time **regular** employee will have an established shift falling within the hours set out herein. *(Balance of Article remains the same)*

8.06 Pay Out Upon Termination

- (a) **Upon termination, full-time regular employees and part-time regular employees shall be paid out for any unused portion of vacation entitlements.**
- (b) **Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.**

9.07 Union Leave

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.

~~9.07~~ **9.08 Diminishment**

(Balance of Article remains the same)

10.01 Sick Leave

- (b) The Employer may request a doctor's note for single absences due to illness or injury for more than three (3) consecutive days, with any cost of securing such a note to be promptly reimbursed to the employee by the Employer. An Employee who is absent more than four (4) times in any one (1) calendar year involving absences of three (3) or ~~less~~ **more** days may be required to provide a doctor's ~~not~~ **note** at every instance, with any cost of securing such a note to be borne by the employee.

10.03 Group Life Insurance Plan

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

- (a) Participation in the Plan by each **full-time regular and part-time regular** employee covered by this Agreement is a condition of employment.
- (b) Coverage will commence on the first (1st) of the month following completion of ninety (90) days' employment.
- (c) Benefits shall be in the sum of twenty-five thousand dollars (\$25,000.00) covering death from any cause and including similar benefits for accidental death and dismemberment.
- (d) The Employer shall pay one hundred per cent (100%) of the premium cost.

10.04 Dental Plan

The Union prepaid Dental Plan, or equivalent, shall be provided to all **full-time regular and part-time** regular employees desiring same. Premium costs shall be paid by the Employer.

Coverage is: PART A – 80%
PART B – 50%

10.05 Extended Health and Vision Plan

The Employer agrees to provide an extended health and vision plan for all **full-time regular and part-time** regular employees with the agency of record. There shall be no decreases in coverage during the term of this agreement, and any changes to the benefits plan shall require the agreement of the Union. The Employer shall pay one hundred per cent (100%) of the premium cost.

15.01 Policy

Every employee is entitled to work in an environment free of sexual/psychological/**racial** and/or verbal harassment and bullying. The Employer will make every reasonable effort to ensure that this is the case, and each employee also has the responsibility to foster and support a harassment and bullying-free environment. Appropriate disciplinary action will be taken by the Employer against any employee, (staff, management, elected official, owner or driver) whose conduct constitutes a breach of this policy. Under no circumstances will the Employer tolerate instances of retaliation against any employee bringing forward a complaint or participating in the investigation process.

15.02 Definition

- (a) Sexual harassment is conduct of a sexual nature that either is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for advancement, or which otherwise detrimentally affects the work environment or results in adverse job-related consequences for the employee.
- (b) Psychological and/or verbal abuse is defined as offensive comments or actions maliciously made and/or actions that a person knew, or reasonably ought to have known, would demean, disparage, or belittle an individual and/or to cause personal degradation and/or fear for personal safety.
- (c) ~~An employee is bullied and harassed when someone takes an action that they knew or reasonably ought to have known would cause an employee to be humiliated or intimidated.~~ **Personal harassment is defined by the Parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds prohibited by the B.C. Human Rights Code, or constitute bullying and harassment as defined by the B.C. Workers Compensation Act and Regulations.**

Where the Employer exercises management rights to **reasonably** manage and direct workers, it is not bullying and harassment.

- (d) **Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile, or offensive work environment.**

18.08 Security

For security and safety purposes, the workplace doors shall remain closed from 7pm to 7am **Monday to Friday** for all except staff. **Workplace doors shall remain locked all hours during the weekend for all except staff. For clarity, weekends shall be defined as from 7pm Fridays until 7am Mondays.**

25.01 Term

This Agreement shall be binding and remain in full force and effect on and after the 1st day of June 2017 **2019**, to and including the 31st day of May 2019 **2022**.

Wages

All bargaining unit employees will receive a lump sum payment of \$250.00 at ratification.

~~The above wage schedule represents a 4% gross wage increase effective June 1, 2017, and a 3% wage increase effective June 1, 2018. Any new employees hired into the company will be hired at the 2018 effective rates.~~

~~Upon ratification of the new renewed Collective Agreement, each current employee will receive a retroactive pay increase to June 1, 2017 and receive the supplemental increase on June 1, 2018.~~

The Employer agrees to provide Audited Financial Statements, stating the company's financial position for fiscal 2017 and 2018 **2019, 2020, and 2021** at the commencement of the next round of collective bargaining with the Union.

LOU XX Section 87 Settlement Officer

The Parties will jointly apply under Section 87 of the *Labour Relations Code* for a settlement officer to assist the Parties in settling the following ten (10) grievances filed by the Union in collective bargaining. The Parties will respectfully request that Mediator Bains be assigned as settlement officer.

- 2.09** Bargaining Unit Work
- Article 17** Technological or Procedural Change
- Article 2 and LOU 1** Union Security and Union Dues
- 25.03** Enforcement
- 4.02** Employer Policy
- Appendix A** Classifications
- LOU 2** Staff Complement
- Article 6** Hours of Work, Overtime & Shift Premium
- Article 8** Annual Vacation
- Article 10** Sick Leave, Welfare Plans, and Pension Plans

Employer Proposals

1. Collective Agreement Expiry Date	Withdrawn
2. Shift Bid	Withdrawn
3. Lunch Break	Withdrawn
4. Sick Leave	Withdrawn
5. Vacation Pay	Withdrawn
6. Shift Premium	Withdrawn
7. Job Classification	Withdrawn
8. On Call Shift	Withdrawn
9. Cell Phone/Internet Use	Withdrawn
10. Benefits	Withdrawn
11. Arbitration	Withdrawn
12. Joint Labour & Management Meeting	Withdrawn

LOU XX Use of Technology and External Call Centres

Nothing in this Collective Agreement will preclude the Employer from utilizing technology and/or external call centres to assist with dispatch and call taking provided that the Employer's use of technology and/or external call centres does not result in a reduction of bargaining unit work. :