

MEMORANDUM OF AGREEMENT

BETWEEN:

Bonny's Taxi

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from July 1, 2015 through to June 30, 2022 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of two (2) years from July 1, 2022 to June 30, 2024 with the changes set out in the Memorandum of Agreement subject to the following conditions.
- 2. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
- 3. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 4. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from July 1, 2022 unless specifically stated otherwise.
- 5. All items not addressed herein will be considered withdrawn on a without prejudice basis.


6. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
7. The Parties agree that this Memorandum of Agreement, inclusive of those Agreements cited Appendix A of this Memorandum of Agreement as well as the "Employer Proposal," each of which are attached here to and are incorporated by reference into this Memorandum of Agreement, constitute the entire agreement between the Parties with respect to those negotiations for the renewal of a Collective Agreement effective from July 1, 2022 to June 30, 2024.
8. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at this 11th day of April, 2023

FOR THE EMPLOYER



FOR THE UNION



Ward Edgar, Union Representative

PROTOCOL AGREEMENT

Between

MoveUP

(Canadian Office and Professional Employees Union Local 378)
(the "Union")

and

Bonny's Taxi

(the "Employer")

(Collectively referred to as "the Parties")

Objective: The parties will work towards securing a Collective Agreement which can be taken to their respective principals/membership with a strong recommendation for acceptance.

The following are the agreed to protocols that each Party will observe during collective bargaining:

1. Each Party is responsible for the taking and keeping of all their respective meeting minutes
2. This Protocol Agreement shall expire upon ratification of a Collective Agreement, with the exception of 3 below.
3. Any proposal tabled and later withdrawn in whole or in part by either Party will not be relied upon or used in any arbitration proceeding under the Collective Agreement. Except for documents related to the Signed Proposals, all bargaining notes, proposals, and counters to date are null, void and of no force and effect, and will not be relied upon or used by either party in any labour board or arbitration proceeding, though the Parties may make reference to them in future bargaining sessions for information purposes only.
4. Costs associated with lost wages, travel, and expenses for bargaining unit representatives, shall be borne by the Union.
5. Each Party is responsible for securing its own caucus venue and all costs associated with their own venue.
6. Location of meetings: Negotiations will be by virtual means, unless mutually agreed otherwise.

Exchange of Proposals:

7. Once the parties have fully exchanged their proposals for a renewal of the Collective Agreement, it is agreed that no new proposals will be submitted by each party, provided that either party may make counterproposals which arise from the other either party's existing proposals. For clarity, with respect to items identified by either party as a package (i.e., monetary provisions) this provision shall not prohibit either party from a counter proposal including an item in the package that was not initially identified for change in an effort to reach agreement.
8. It is agreed that each party reserves the right to withdraw or amend a proposal or any settlement proposal at any time prior to its acceptance by the other party.
9. A proposal will be deemed accepted if reduced to writing and initialled by both parties.
10. Both Parties shall have the right to caucus.

Agreements:

11. Agreements on proposals shall only be reached between both Parties' spokespersons.
12. The Parties agree to initial and sign proposals when agreements on individual items are reached during negotiations. Initials shall only be made by each Parties spokesperson.
13. Once agreement is reached on all proposals a tentative Memorandum of Agreement (MOA) will be reached. The tentative MOA will then be prepared by the Union for the review and approval of the Employer.
14. It is mutually agreed that this MOA is subject to ratification by the respective principals of each of the Parties. The Employer expressly agrees, however, that the Union shall not be required to conduct any ratification vote with respect to this MOA unless and until the Employer has ratified this MOA. The execution of this MOA by the Employer's authorized representatives shall serve as notification to the Union that the MOA has been "ratified" by the Employer.

Signed this 18th day of October, 2022

Bonny's Taxi



MoveUP (Canadian Office and
Professional Employees Union Local 378)





(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 18, 2022	Time:
UP 01	Various	Housekeeping	

Gender Neutral Language

The Union proposes the entire collective agreement be updated to become gender neutral.

- ie. 'he/she' be changed to 'the employee'
'her/his' be changed to 'their'

E&OE

Signed off this 18th day of October 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union		Date:	Time:
Number	Affected Article/MOU		
UP 04 Ver. 2	9.05	Dec. 15 th /22	2:20
		Amend	

ARTICLE 9 – LEAVES OF ABSENCE

9.05 – Pregnancy Leave and Parental Leave

Leave of absence in the case of pregnancy shall be granted to a maximum 17 weeks.
Leave of absence for parental leave shall be granted to a maximum 37 weeks.

9.05 Parental / Adoption Leave

This Article replicates the provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act, during the term of this Agreement.

- (a) — A regular employee shall be eligible for up to sixty one (61) consecutive weeks of unpaid leave for a birth mother and sixty two (62) weeks of unpaid leave for a non-birth parent or adopting parent, to be taken in accordance with the provisions of the Employment Standards Act.
- (b) — A request for parental/adoption leave must be submitted in writing at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental/adoption leave. The Employer may require that the request be accompanied by:
- (i) a certificate of a medical practitioner; or
 - (ii) other evidence stating the date of birth of the child or the probable date of birth of the child (if a certificate has not been provided in conjunction with a request for maternity leave); or
 - (iii) in the case of adoption, a letter from the agency that placed the child providing evidence of the adoption of the child. 93
- (c) — Parental leave shall commence:
- (i) in the case of a birth mother, immediately following the end of the maternity leave.;

E&OE

Signed off this 15TH day of DEC 2022

For the Union

For the Employer

~~(ii) in the case of a non-birth parent, following the birth of the child and within the seventy-eight (78) week period after the birth date of the newborn child.~~

~~(d) Adoption leave shall commence following the adoption of the child and within the seventy-eight (78) week period after the date the adopted child comes into the actual care and custody of the adopting parent.~~

~~(e) If an employee is scheduled to return to work immediately following the end of their parental/adoption leave but is unable to do so because the child suffers from a physical, psychological or emotional condition requiring an additional period of parental care, they shall be eligible for up to five (5) additional consecutive weeks of unpaid leave commencing immediately following the end of the normal parental/adoption leave. The Employer may request medical information to substantiate this additional leave entitlement.~~

~~(f) An employee's combined entitlement to parental and maternity leave is limited to seventy-eight (78) consecutive weeks.~~

~~Employees will be covered by the Pregnancy, Parental, and Adoption Leave provisions of the BC Employment Standards Act, including any improvements under the Act. (I.e., entitlements will not be reduced)~~



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 05a	9.02	Amend	

ARTICLE 9 – LEAVES OF ABSENCE

9.02 ~~Compassionate Leave~~ Bereavement Leave

In the case of death in the immediate family, i.e. spouse, common law spouse, same sex spouse, sons, daughters, father, mother, father in-law, mother in-law, grandparents, sisters or brothers, step brother, step sister, step father or step mother a regular employee shall be granted three (3) working days leave of absence with full pay. Members of the employee's immediate family shall be further defined to include any relative resident in the same household as the employee. An additional two (2) working days leave of absence with full pay shall be granted for travelling purposes when regular employees must travel out of the province in the case of a death in the immediate family. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off. Proof of travel out of Province may be required by the Employer.

E&OE

Signed off this

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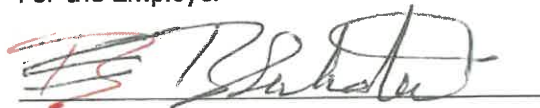
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2022

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: October 18, 2022 December 16,	Time:
UP 05	9.06	NEW 9.06	

ARTICLE 9 – LEAVES OF ABSENCE

9.06 Compassionate Care Leave

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to that Act.

- 1) In this section, "family member" means:
in relation to an employee:
 - (a) the employee's spouse, child, parent, sibling, grandchild or grandparent;
 - (b) any person who lives with the employee as a member of the employee's family;
 - (c) the employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - (d) the spouse of the employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- 2) in relation to an employee's spouse:
 - a) the spouse's child, parent or step-parent, sibling or step-sibling;
 - b) the spouse's grandparent, grandchild, aunt or uncle, niece or nephew;
 - c) the spouse's current or former foster parent, or current or former ward; and
 - d) anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership.
- 3) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has

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Signed off this

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day of

DEC

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For the Union



For the Employer



a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

a) The date the certificate is issued, or

b) If the leave began before the date the certificate is issued, the date the leave began.

- 4) The employee must give the employer a copy of the certificate as soon as practicable.
- 5) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (3) begins.
- 6) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member passes away;
 - b) The expiration of 26 weeks or other prescribed period from the date the leave began.
- 7) A leave taken under this section must be taken in units of one or more weeks.
- 8) If an employee takes a leave under this section and the family member to whom subsection (3) applies does not pass away within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (3), and subsection (4) to (7) apply to the further leave.
- 9) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
 - a) An employer will continue to make payments to the plans, unless the employee chooses not to continue with their share of the cost of the plan. Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
 - b) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.
 - c) When the leave ends, the employer must place the employee in their former position or a comparable one



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 05b	9.06	NEW 9.06	

ARTICLE 9 – LEAVES OF ABSENCE

9.06 Compassionate Care Leave

Employees will be covered by the Compassionate Care Leave provisions of the BC Employment Standards Act, including any improvements to the entitlements under the Act. (I.e., entitlements will not be reduced)

Agree To put complete Language from ESA.

E&OE

Signed off this 15th day of December 20 22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: October 18, 2022 December 16,	Time:
UP 12	13.07	Amend	

ARTICLE 13 - LAY-OFF, RECALL AND SEVERANCE

13.07 Severance Pay

Severance pay shall be paid to employees who have service of two (2) years and more with the Company, who are terminated due to consolidation, reduction of office staff, suspension of business or changes in procedures. The amount of severance pay shall be ^{one (1) week} ~~one (1) week~~ ~~two (2) weeks~~ at the employees' current regular salary for each year of service, to a maximum of ~~twelve (12) fourteen (14)~~ weeks.

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Signed off this 16TH day of DEC 2022

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
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Union			
Number	Affected Article/MOU	Date: October 18, 2022 December 16,	Time:
UP 13	17.10	Amend	

ARTICLE 17 - GENERAL

17.10 Personnel Files

All Disciplinary letters in an employee's personnel file will be expunged after ~~forty eight (48)~~ thirty-six (36) months without further incident. 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.

E&OE

Signed off this 16 TH day of DEC. 20 22

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 18, 2022	Time:
			12:30
UP 03	7.01	Amend	

ARTICLE 7 – STATUTORY HOLIDAYS

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

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government ~~shall be subject to negotiations~~. 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. If an employee takes a sick day before or after a statutory holiday, they will only be paid the statutory holiday pay upon presentation of a medical note.

E&OE

Signed off this MARCH 21 day of MARCH 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BONNY'S TAXI
PROPOSALS 2022
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date:	Time:
UP14		April 6, 2023	13:20
	APPENDIX A		

Effective July 1st 2022: 3% Increase to All Job categories (Full, Retroactive)
Effective July 1st 2023: 4% Increase to All job categories.

E&OE
Signed off this 6 day of April 20 23

For the Union

For the Employer