

MEMORANDUM OF AGREEMENT

BETWEEN:

(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 month day, year through month day, year (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 three years from July 1, 2022 to June 30, 2024 with the changes set out in the Memorandum of Agreement subject to the following conditions. *CB.*
- 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 month day, year 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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 is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
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.

Note: an additional line item in the second part **may** be required as follows:

n. This Agreement will be subject to the prior approval of PSEC. (or some other outside, interfering body)

Signed at VANCOUVER, B.C. this 17th day of MAY, 2022

Carolyn Bauer

FOR THE EMPLOYER

[Signature]

FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
PROPOSALS 2023
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: Wednesday, May 17, 2023	Time:
Comprehensive	Various		

The Union proposes that the following framework for settlement proposal resolves, in full, all matters that have arisen in Collective Bargaining between MoveUP and the Employer as follows:

1. All matters previously agreed to between the Parties shall form part of this settlement agreement.
2. All items not referred to in this document are considered withdrawn without prejudice.
3. Retroactive pay shall apply to all active employees. This excludes employees who have resigned and retired during this term. Retroactive pay shall be paid to employees one month from the date of ratification.

UP 17

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.

14.03 The Employer shall maintain two (2) seniority lists - one (1) for Full Time Regular employees and one (1) for Part Time Regular/Casual employees.

14.034 **Full-Time List**
Regular full-time employees shall have their seniority records kept on the full-time list in order of original date of employment. ~~A full-time regular employee shall have the right to decline to bid on a full-time position for two consecutive~~

E&OE
Signed off this 17th day of MAY 2023 *CB*

For the Union

For the Employer

~~semi-annual shift bids but shall continue to retain his/her full-time seniority for the shift bid and service purposes only.~~

~~In all other respects the person shall be considered part-time or casual as determined by the shift bid or the individual's written request to be considered casual.~~

~~Failure to bid a full-time position on the third consecutive shift bid will result in the loss of full-time seniority. Unless the employee is prevented from doing so due to circumstances which are mutually agreeable by the parties.~~

~~Upon the loss of full-time status, an employee's years of service will be converted to hours at a rate of 2,000 hours per year, rounded to the nearest month at 173 hours per month for accrual purposes.~~

~~Vacation accrual during the bid-down period shall be calculated on a percentage basis only regardless of when the vacation is taken.~~

14.04

Part-Time/Casual List

Regular part-time and casual employees shall accrue seniority on the basis of the hours worked in accumulation.

Such seniority records shall be kept on a separate part-time/casual seniority list which shall be subordinate to the regular (full-time) list.

14.05

Shift Bidding:

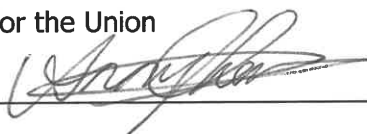
Shift bidding shall occur two (2) times per year, January 1st to 14th and July 1st to 14th of the current calendar year. All full-time employees will bid on the available full-time shifts in order of seniority. The remaining full-time shifts after first selection will be bid on by Part Time Regular and Casual employees in order of seniority until all full-time shifts are filled.

Full Time Regular employees cannot bid down to part time or casual positions unless mutually agreed between the employer and due to extenuating circumstance. Such request must be submitted in writing. If approved, employees electing to bid from full time status to part time or casual status shall be placed on the Part Time Regular/Casual seniority list in order of seniority.

E&OE

Signed off this 17th day of MAY 20 23 *OB*

For the Union



For the Employer



ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.01 SICK LEAVE

Casual employees shall receive five paid sick leave days on January 1 of each year. Any employees who are hired after January 1 shall receive five paid sick leave days after ninety (90) calendar days. This entitlement shall be amended in accordance with any improvements in the *Employment Standards Act*.

An employee upon termination of employment, except for just cause, shall be paid his/her accumulated (unused) sick leave at the employee's current rate of pay to a maximum of ninety six (96)

10.02 Sick Leave

a) For full-time employees the Company will allow one (1) working day, calculated at eight (8) hours per month sick leave with full pay with a maximum credit of ninety-six (96) per year. Unused sick leave shall accumulate month over month until ~~eight (8)~~ ten (10) days are accumulated. thereafter all unused sick leave in excess of ~~eight (8)~~ ten (10) days shall be paid out at the end of ~~September~~ December of each year leaving a sick leave bank of ~~eight (8) days~~ ten (10) days. Sick leave may be personal use, parental and/or family responsibility use. ~~All sick leave hours accumulated annually in excess of ninety six (96) hours will be paid out at the end of each calendar year.~~

An employee upon termination of employment, except for just cause, shall be paid his/her accumulated (unused) sick leave at the employee's current rate of pay to a maximum of ninety six (96) hours.

b) Part-Time Employees

Shall accrue sick leave on a pro rata basis. Sick leave shall only accrue on regular shifts successfully bid on the semi-annual shift bid and on any successfully bid temporary shifts (eg. replacement for vacation, wage

E&OE

Signed off this 17TH day of MAY 20 23

For the Union

[Signature]

For the Employer

Carol Bauer

indemnity or W.C.B.). Similarly, sick leave may only be used on such successfully bid regular or temporary shifts.

Pro rata accrual shall be calculated by adding the number of hours worked in the above circumstances in a two week period and dividing the total by 80.0 hours (the regular full-time hours). The resulting fraction will be the part of an eight (8) hour day to be accrued. Notwithstanding the above, Part Time Regular employees shall be eligible for a minimum of five paid sick days per calendar year.

~~e) **Casual Employees**~~

~~Shall neither accrue sick leave nor be paid for time lost due to sickness. Employees that, during the bid period, bid from fulltime to casual shall not accrue sick time while working as a casual.~~

c) Full Time Shift Reduction Treatment:

In the event any Full Time Regular employees with a sick leave bank become Part Time Regular or Casual employee due to shift reductions, they shall be entitled to use their accrued sick day bank or opt to have their accrued sick day bank paid out.

d) **Medical Certificate Requirement**

If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form will be required. If an employee is involved in frequent short-term absences less than 5 days in duration, (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form will be required, for the next absence. ~~An employee on leave of absence for sickness must continue to be available in the vicinity of his/her work area unless a medical certificate has been furnished to provide otherwise.~~ The Employer will pay any physician's charges levied for the completion of the prescribed form a receipt shall be provided to receive reimbursement.

UP 24

ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN

E&OE
Signed off this 17th day of MAY 2023 *CB*

For the Union

[Signature]

For the Employer

Carolyn Bauer

10.02

The following benefits listed will apply to all employees upon qualification. The cost sharing for these benefits shall be shared 50/50 between the Employer and the employees. The full description of benefit coverage is part of this Agreement and listed under Appendix "B".

- a) Medical and Surgical Plan
- b) Group Life
- c) Accidental Death and Dismemberment
- d) Short-term Disability
- e) Long-term Disability
- f) Extended Health Care
- g) Dental

Effective date of ratification, the Employer shall survey the bargaining unit, including casual employees, on whether they have an existing group benefit plan which they participate in and compile necessary documentation. For the employees who do not have an existing group benefit plan or whose existing group benefit ceases, the Employer shall enroll all employees who has a normal work schedule of at least 20 hours per week, including paid vacation.

Should employees be impacted by shift reduction as per Article 14.06, employees shall remain on the Employer's benefits plan as long as employees pay 50% of the premium.

UP36

ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES

16.07

As of January 2023, the Employer can schedule up to two non-unionized call centre dispatchers in any morning shift and up to two non-unionized call centre dispatchers in any evening shift. The Employer shall not expand its reliance on any third-party call centre or dispatchers.

In the event that absenteeism improves for more than twelve calendar months from the date of ratification, the Employer shall terminate its contract with any non-unionized call centre or dispatchers. Should absenteeism continue, the parties shall discuss a mutually agreeable extension.

E&OE

Signed off this 17TH day of MAY 20 23 CB

For the Union



For the Employer



APPENDIX "A"

JOB CLASSIFICATIONS
and
HOURLY RATES

Full-Time and Part-Time Regular	July 1, 2015 Hourly Wage (1%)	July 1, 2016 Hourly Wage (1%)	July 1, 2017 Hourly Wage (1.5%)	July 1, 2018 Hourly Wage (1.5%)	July 1, 2019 Hourly Wage (2%)	July 1, 2020 Hourly Wage (2%)	July 1, 2021 Hourly Wage (3%)
Calltaker 1 (0-360 hours)	16.02	16.18	16.42	16.67	17.00	17.34	17.86
Calltaker 2 (361-600 hours)	17.02	17.19	17.45	17.71	18.06	18.42	18.97
Calltaker 3 (over 600 hours)	19.09	19.28	19.57	19.86	20.26	20.67	21.29
Voice Channel Op.	23.14	23.37	23.72	24.08	24.56	25.05	25.80
Graveyard prem.	1.00	1.00	1.00	1.00			
CASUALS							
Calltaker 1 (0-360 hours)	15.36	15.51	15.74	15.98	16.30	16.63	17.13
Calltaker 2 (361-600 hours)	16.17	16.33	16.57	16.82	17.16	17.50	18.03
Calltaker 3 (over 600 hours)	18.39	18.57	18.85	19.13	19.51	19.90	20.50
Voice Channel Op.	22.32	22.54	22.88	23.22	23.68	24.15	24.87

E&OE

Signed off this 17th day of MAY 2023 CB


For the Union



For the Employer




The Union proposes a three year contract with:

Year One	3%	JULY 1, 2022	
Year Two	5%	JULY 1, 2023	
Year Three	3.25%	JULY 1, 2024	

As per our May 15, 2023 discussion, the Union seeks retroactive pay for all current employees. Retroactive pay shall be paid to employees one month from the date of ratification.

CONFIDENTIAL

E&OE
Signed off this 17TH day of MAY 2023 

For the Union


For the Employer




(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 02	Various	<i>Housekeeping – Various</i>	<i>Page 1</i>

Various Housekeeping

Throughout the collective agreement:

- Change "Company" to "**Employer**"
- Change "union" to "**Union**"
- "full time regular employee" be changed to "**full-time regular employee**"
- "part time regular employee" be changed to "**part-time regular employee**"
- "local union" be changed to "**Union**"
- "Job/Office Steward" be changed to "**job steward**"
- "the Parties" be changed to "**the parties**"

The Union proposes the Parties agree to address any typographical, grammatical or structural errors in the process of producing the collective agreement:

5.02 Regular Employees

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

6.02

The Company shall post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 15 and July 15 of each year. Any variance in such 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.

6.04 ~~(Deleted June 2015)~~ Delete and renumber remainder of article.

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 (150%) per cent of the employee's regular rate of pay, in addition to another day off with pay for

E&OE
Signed off this 6th day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 02	Various	<i>Housekeeping – Various</i>	<i>Page 2</i>

that day. Any employee who qualifies for Statutory Holiday pay at the rate of one hundred and fifty (150%) per cent of the employee's regular pay and an additional day off may, at the employee's option, instead elect to receive two hundred and fifty (250%) per cent 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 within seven (7) days prior to the Statutory Holiday. Employees commencing a shift on a Statutory Holiday shall be paid at the premium rate for all hours worked on the shift.

- 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 (150%) per cent 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 a full day's pay for the Statutory Holiday provided he/she has worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Statutory Holiday.
- d) Should a Part-time or Casual employee be required to work on a Statutory Holiday as per Article 7.01 above, the rate of pay shall be one hundred and fifty (150%) per cent of the employee's regular rate of pay, and if the employee qualifies by working fifteen (15) of the prior thirty (30) calendar days as per Article 7.02(c) above they shall also receive another day off with pay.
- e) Employees on STD or LTD shall not be entitled to a day off in lieu of any statutory holidays that fall within their period of benefit entitlement.

CB

E&OE
Signed off this 6th day of MAR 2023

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 02	Various	<i>Housekeeping – Various</i>	<i>Page 3</i>

7.03

A day off arising in lieu of a statutory holiday in accordance with Article 7.01 or 7.02 (a) shall be taken at a time mutually agreed to between the Company and the employee.

When an employee requests a day off in lieu of a statutory holiday, at least (10) days prior to said day, the Company shall confirm or deny the request within forty-eight (48) hours of receipt. The forty eight (48) hours shall be extended to the next business day in the event of a weekend or statutory holiday. When an employee requests a day off in lieu of a statutory holiday with less than (10) days' notice prior to said day the employer shall confirm or deny the request a minimum of forty eight (48) hours prior to the requested day. Days off in lieu of statutory holidays shall be taken within three hundred and sixty-five (365) days immediately following the statutory holiday, at the employee's current rate of pay.

7.04

The banked days in lieu of statutory holidays shall be taken in the order that they were accumulated.

A day off in lieu arising in accordance with Article 7.01 (a regularly scheduled day off) shall be paid when taken. The payment shall be at the employees' current hourly rate of pay.

8.11

Where an employee is unpaid by the Employer for twenty-six or more weeks in the year the vacation was earned, they shall have their vacation entitlement as earned but their vacation pay shall be calculated as a percent of their gross earnings paid during the year in which the vacation was earned. This shall apply to Articles 8.01 to 8.05 above.

CB

E&OE
Signed off this 6th day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 02	Various	<i>Housekeeping – Various</i>	<i>Page 4</i>

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

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.

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.

E&OE
 Signed off this 6th day of MAR 2023 dB

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 03	1	<i>Amend</i>	

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, wages or otherwise because of race, colour, creed, national origin, age, sex or marital status or any other protected ground under the *Human Rights Code*.

1.03

The Company agrees that "the *Employment Standards Act*" 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.

E&OE

Signed off this 25th day of JAN 2023

For the Union

For the Employer




(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 04	1.04	<i>New – Future legislation</i>	

ARTICLE 1 — PURPOSE

1.04 In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

 E&OE
Signed off this 25TH day of JAN 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 06	2.03	<i>Amend</i>	

ARTICLE 2 — UNION SECURITY AND RECOGNITION

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 ~~thirty~~ fifteen (30 15) days from the date of employment, become and remain members of the Union.

E&OE
Signed off this 23rd day of JAN. 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 07	2.04 and 2.05	<i>Amend VEKSON 2</i>	

ARTICLE 2 — UNION SECURITY AND RECOGNITION

2.04

The Employer will advise new employees of the existence of the local Union, and of the requirements of membership which arise out of our Agreement.

The Employer will direct (within ~~30~~ 15 calendar days) all new employees concerned to contact the appropriate local Union Job Steward following commencement of employment with the Employer. A Union Job Steward shall have the right to meet with each new employee for up to one hour during normal working hours at the employee's work place, within the probationary period, in order to acquaint the employee with the Union. It is understood between the parties that the attendants to the above mentioned meeting shall be the employee and Union only.

2.05

Union Bug

The recognized insignia of the Union shall include the designation "MoveUP." This designation shall, at the employee's option, be placed on materials typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten materials. The union label shall be the official union label as designated by the Union and the union label shall remain the sole property of the Union.

The use of "MoveUP" designation shall only be utilized on internal communications, all external communications to shall display the Yellow Cab approved designation only, subject to management approval for any additional designation.

E&OE
Signed off this 2ND day of MAR. 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 08	2.06	<i>New VERSION 2</i>	


ARTICLE 2 — UNION SECURITY AND RECOGNITION



2.06 The Employer will honour written assignments of wages for union dues, initiation fees and general membership assessments and shall remit such to the union monthly together with the following information as to the persons from whose pay such deductions have been made:

- Name
- Mailing address
- Email address
- Monthly salary
- Amount of dues deducted
- Date of Hire

- New Hires, when applicable
- Terminations, when applicable

Such information shall be supplied by the Employer and in a form mutually acceptable to the parties.

 E&OE
Signed off this 2ND day of MAR 20 23

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 09	3.03-3.04	<i>Amend</i>	

ARTICLE 3 — UNION REPRESENTATION

3.03 Office Job Stewards

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

3.04

The Office Job Steward(s) may, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Job Steward(s) will obtain permission from their management for such purposes and such permission will not be unreasonably denied.

E&OE

Signed off this 25th day of JANUARY 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: March 6, 2023	Time:
UP11	5.04	<i>Amend</i>	

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.04 Casual Employees

A casual employee is one who is hired to fill in:

- i) (a) those shifts that remain vacant after bidding by the full time and part-time employees
- (b) vacation relief
- (c) peak work-loads and emergencies

- ii) where the employer encounters difficulties in placing casual employees in the shifts given above such difficulties will be resolved in consultation with the union.

- iii) casual employees will not be used to permanently replace full-time regular or part-time regular employees or positions.

E&OE
 Signed off this 6 day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 12	6.01	<i>Amend</i> - The Union proposes the Parties discuss with a view to establish a full permanent work schedule in Article 6.01.	

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.01

Each full-time 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. A thirty (30) minute unpaid lunch period will be taken no later than four and one-half (4½) hours after the start of the shift. Employees working the eight (8) hour shift shall be allowed two (2) fifteen (15) minute paid coffee breaks away from their work station; one in the first half of the shift and one (1) in the second half. These breaks shall occur as close to the 2nd and 6th hour after the start of the shift.
- ii) A regular work week shall consist of forty (40) hours worked in five (5) consecutive shifts.
- iii) Any employee shall have a fifteen (15) minute paid break and a thirty (30) minute unpaid meal break for any shift exceeding 5 consecutive hours and less than a regular working day.

E&OE
Signed off this 17th day of Mar 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 13	6.08	<i>Amend</i>	

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

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. An employee called in to work other than listed above shall be guaranteed a minimum of four (4) hours paid.

~~Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen thirty (1530) minutes each way. An employee must have left the employer's property at the end of their shift to be entitled to the call back travel time.~~

An employee called back to work after completing a regular day's work and has left the employers property shall be allotted real time to a maximum of 30 minutes of paid time to return to the work location.

E&OE

Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 16	6.12	<i>Amend</i>	

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.12 Shift and Overtime Allocation

Additional shifts or hours when required will be allocated on the following basis: Any hours available will be referred to regular part-time employees in order of their seniority to a maximum of either five (5) shifts or forty (40) hours per week ~~employees according to seniority to a maximum of either five (5) shifts or forty (40) hours per week.~~ In the event that overtime is to be allocated which is in addition to the above, the overtime hours will be offered to full-time employees at a premium rate. Such overtime will be offered to qualified and able employees as determined by the Company (subject to Article 4.01) 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.

~~Shifts for special events scheduled under this article shall be for a minimum of four (4) hours worked.~~

E&OE
Signed off this 2ND day of MAR 2 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 18	7.01	<i>Amend</i>	

ARTICLE 7 – STATUTORY HOLIDAYS

7.01

The Company agrees to provide all full-time and part-time employees with the following Statutory Holidays, with pay:

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

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 day(s) off, with pay.

E&OE
Signed off this 25th day of JAN 20 23

For the Union

For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 19	7.07	<i>Amend</i>	

ARTICLE 7 – STATUTORY HOLIDAYS

7.07

Employees required to work New Year's Eve on shifts starting from 12 noon to 12 midnight and do not qualify for Statutory Holiday pay shall receive a fifty one hundred (~~\$50.00~~ 100.00) dollar bonus.

E&OE
Signed off this 6TH day of MAR 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 20 E B	9.02	<i>Amend</i>	

ARTICLE 9 — LEAVES OF ABSENCE

9.02 Compassionate Leave

In the case of death in the immediate family, i.e. husband, wife, same sex partner, son, daughter, father, mother, father-in-law, mother-in-law, grandparents, grandchildren, sister or brother, step brother, step sister, step mother or step father or any person who lives with an employee as a member of the employee's family, a regular employee shall be granted five (5) working days or, six (6) days in the event the funeral is outside British Columbia, leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

~~*Footnote:* — It is understood that with regards to grandparents it would be maximum of one set per spouse, therefore, a total number of four.~~

E&OE
Signed off this 17th day of MAN 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 21	9.03	<i>Amend</i>	

ARTICLE 9 — LEAVES OF ABSENCE

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, at the discretion of the Company and where practical, leave of absence up to one (1) week, without pay, to be taken in an unbroken sequence. Such request shall not be unreasonably denied.
- b) Employees who have completed three (3) years or more of service shall, at the discretion of the Company and where practical, may receive up to one (1) month leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence. Such request shall not be unreasonably denied.
- c) All leave of absences will be subject to operation requirements.
- d) No employee on an approved leave of absence shall do so to accept gainful employment unless authorized by the Company, such employee shall be subject to termination upon proof of the same.
- e) An employee on leave of absence under Article 9.03 (b) shall be responsible for any benefit costs associated with the leave.

E&OE
Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 22	9.06	<i>New</i>	

ARTICLE 9 – LEAVES OF ABSENCE

9.06 No Diminishment

No employee shall suffer penalty, prejudice, downgrading of their employment category, loss of seniority, loss of benefit entitlement or any other adverse change in condition of employment, as a result of their time away from work on any approved leave of absence, provided that the employee’s membership in the Union remains in good standing.

E&OE
Signed off this 2ND day of MAR 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 28	12.06	<i>Amend 12.06</i>	

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

12.06

An employee assigned to a higher paid job classification or temporarily replacing another employee in such higher paid 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 (1/2) 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.~~

E&OE
Signed off this 6th day of Nov 2023
For the Union For the Employer







(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 30	13.03	<i>Amend</i>	

ARTICLE 13 — LAYOFF, RECALL AND SEVERANCE

13.03

Any full-time regular or 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. The recall period may be extended by mutual agreement between the parties.

E&OE
Signed off this 21ST day of JAN 20 23

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 34	16.01	<i>Amend VERSION 2.</i>	

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 or improve 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 or reduction of hours for the bargaining unit members.

E&OE

Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

BC Computerized Dispatch YELLOW CABS PROPOSALS 2022 Union Proposals (UP Item)

Union Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 35	16.05	<i>Amend</i>	

ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES

16.05

~~The Company agrees to guarantee employment for a minimum of twelve (12) full-time employees until June 30, 2016, a minimum of ten (10) employees until June 30, 2018, a minimum of eight (8) employees until June 30, 2020 thereafter a minimum of six (6) employees. The Employer agrees to guarantee a minimum of six (6) full-time regular employees.~~ The Employer agrees to guarantee a minimum of six (6) full-time regular employees. Such employment shall be determined in accordance with the semi-annual shift bid (Article 12.07).

E&OE

Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 39	17.12	<i>Amend</i>	

ARTICLE 17 — GENERAL

17.12

The Employer agrees to keep all office furniture and fixtures in good state of repair and working condition. This shall be subject to review as needed by the OHS Committee. The OHS Committee will submit its report, incident investigation report and recommendations to the Union on a monthly basis.

E&OE
Signed off this 25TH day of JAN 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 40	17.13	<i>Delete current 17.13 Add New 17.13 re Emergency Call In</i>	

ARTICLE 17 — GENERAL

~~17.13 — Training~~

~~The Employer may assign a person (employees) to train but they have the first right of refusal based on seniority. The least senior person cannot refuse to provide training as requested by the Employer.~~

17.13 Transportation on Emergency Call-In

All employees required to work on an emergency call in basis between the hours of 0100 to 0500 hours who have no other means of transportation will be provided with transportation from the Employer from and to home at no charge to the employees. For any employee who remains at their work station in an emergency situation and has no other means of transportation, they will be provided with transportation from the Employer to home at no charge to the employee.

Emergency Shift Availability

Shifts that unexpectedly become available due to an emergency or a sickness of less than one (1) calendar week shall be offered on a voluntary basis in order of seniority, from highest to lowest, to part-time and then casual employees provided that they are not already scheduled to work that day. The least senior person shall accept the shift. Article 6.12 shall apply to emergency shifts.

E&OE
Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 41	17.16	<i>Amend</i>	

ARTICLE 17 — GENERAL

17.16

The Company agrees to provide dispatch employees with parking on the Company parking lots property.

E&OE

Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 42	17.18	<i>New</i>	

ARTICLE 17 — GENERAL

17.18 Exclusion of Operation of Certain Provisions of the *Labour Relations Code*

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and 50(3) of the *Labour Relations Code*, or any subsequent equivalent legislative provisions, as may be amended from time to time.

E&OE

Signed off this 25th day of Jan 20 23

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 44	18.02	<i>Amend</i>	

ARTICLE 18 – GRIEVANCE PROCEDURE

18.02

Grievances or complaints shall be settled in the following manner:

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

STEP 1:

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance.


The employee must be accompanied by an Office Job Steward or Representative of the Union.

STEP 2:

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

STEP 3(a):

If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to arbitration, as set forth in Article 19.

 E&OE
Signed off this 25th day of JAN 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

STEP 3(b):

In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time.

Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 19 or 20.

E&OE

Signed off this 25th day of JAN 2023

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 45	19.01	<i>Amend</i>	

ARTICLE 19 — ALTERNATE DISPUTE RESOLUTION NON-BINDING

19.01

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement ~~Ren Keras Ken Saunders~~, or a substitute agreed to by the Parties, shall at the request of either Party:

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

E&OE
Signed off this 2ND day of MAR 2023

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**BC Computerized Dispatch
YELLOW CABS
PROPOSALS 2022
Union Proposals (UP Item)**


Union			
Number	Affected Article/MOU	Date: November 23, 2022	Time:
UP 46	20.03	<i>Amend</i>	

ARTICLE 20 – SINGLE ARBITRATOR

20.03

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

Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator. An extension may be mutually agreed between the Parties.

 E&OE
Signed off this 25th day of JAN. 2023

For the Union



For the Employer