

MEMORANDUM OF AGREEMENT

BETWEEN:

KELOWNA CABS (1981) LTD.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

Canadian Office and Professional Employees' Union, Local 378 (dba MoveUP)

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from June 1, 2022 through May 31, 2026 (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 June 1, 2026, to May 31, 2028 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 June 1, 2026, 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 All items not addressed herein will be considered withdrawn on a without prejudice basis.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.

Signed at KELOWNA, B.C. this 5th day of May, 2026

For the Employer:

Inderpal Khun Khun
Inderpal Khun Khun, Vice President

Gurpreet Gill
Gurpreet Gill, Secretary

For the Union:

Phillip Bargen
Phillip Bargen, Union Representative

Cindy Cressman
Cindy Cressman

Harman Kaur
Harman Kaur



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP01	Various	<i>Housekeeping</i>	

- (1) Amend cover page with new dates
- (2) Replace "Clause" with "Article" throughout the collective agreement
- (3) Amend collective agreement to be gender neutral.

E&OE

Signed off this 17th day of May 2026

For the Union



For the Employer



KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 2

Affected Article: 2.03

Proposed Amendment – Information to Union

I The Employer shall provide the Union in a format acceptable to the Union the name, address, telephone number(s), email address, classification and wage rate of all newly hired employees, within ~~two (2) weeks~~ **thirty (30) calendar days** of the date of hiring.

Signature off _____
For the Employer

day of

20

For the Union

17th May 26
Philip M. Bass

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 7

Affected Article: 3.02

Proposed Amendment – Union Access

Representatives of the Union shall have the right to contact employees at their place of employment on matters respecting the Agreement, its administration, or the administration of the Union. The Union shall obtain authorization from the Employer regarding the appropriate time for such contact before meeting with employees, and such authorization shall not be unreasonably withheld by the Employer.

Such meetings or contact shall, where reasonably practicable, be scheduled during non-peak operational hours and shall be limited to reasonable frequency and duration so as to minimize disruption to operations and services.

Signature off _____
For the Employer

day of

20

For the Union



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Counter

Union			
Number	Affected Article/MOU	Date:	Time:
UP02	3.03(e)	<i>Amend</i>	

3.03 Job Stewards

- (a) The Employer recognizes the Union's right to select at its sole discretion Job Stewards to represent employees in matters pertaining to this Agreement and shall recognize Job Stewards so appointed.
- (b) The Union shall provide the Employer a list of the names of the employees appointed as Job Stewards and shall notify the Employer, in writing, of any changes thereto.
- (c) Job Stewards may, within reason, investigate complaints, investigate and process grievances, attend grievance meetings, supervise during ratification votes, attend meetings called by the Employer, post and distribute Union bulletins, surveys and other materials, or confer with representatives of the Union during regular office hours, without loss of pay. Job Stewards will obtain permission from their immediate supervisor for such purposes and such permission will not be unreasonably withheld.
- (d) Job Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- (e) Job Stewards shall collaborate with the Safety Committee or Representatives to discuss any general safety concerns with the Employer as needed, but no less than on a quarterly basis, Job Stewards may be appointed as Safety Representative(s) by the Union. Quarterly meetings shall be scheduled in December for the following year.
- (f) In conjunction with the meeting above, Kelowna Cabs and the Union recognize the benefits of establishing a mechanism for the ongoing discussion of concerns and problems that may arise between the parties. In this pursuit they are in agreement to establish a Joint Labour-Management Committee which will be made up of representatives from both parties, including the Job Steward from the Safety Committee. They will meet at the same time as the Safety Committee in the quarterly meetings as set out in "e" above.

E&OE

Signed off this

24th

day of

May

20 26

For the Union

Phillip M. Bar...

For the Employer

[Signature]

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 9

Affected Article: 4.02

Proposed Amendment – Employer Policy

The Employer shall have the right to make, alter and eliminate, from time to time, procedures, policies, rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Agreement. The Employer shall provide a copy of all procedures, policies, rules and regulations to the Union, and shall promptly forward to the Union any amendments thereto **within fourteen (14) to thirty (30) calendar days**. Where a procedure, policy, rule or regulation established by the Employer conflicts with any provision contained in this Agreement, this Agreement shall take precedence.

Signature off _____
For the Employer

day of

For the Union



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Employer Counter

Union			
Number	Affected Article/MOU	Date:	Time:
UP03	6.11	<i>Amend</i>	

6.11 Shift Premium

Shift premiums will be paid for all hours worked on the graveyard shift, at the rate of ~~fifty cents (50¢)~~ seventy-five cents (75¢) per hour premium for each such shift worked. Any dispatcher shall receive a shift premium of ~~fifty cents (50¢)~~ an additional seventy-five cents (75¢) per hour for all hours worked when working alone, between the hours of 10:00 p.m. and 6:00 a.m. (no call taker).

E&OE
Signed off this 17th day of May 2026

For the Union

Phillip M. Bar

For the Employer

11212 *[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Employer Counter

Union		Date:	Time:
Number	Affected Article/MOU		
UP04	8.01	Amend	

8.01 Annual Vacation Entitlement

(a) **After one (1) year**

Each employee who completes one (1) year's service shall receive a paid vacation of ten (10) working days. Payment of such vacation shall be a current salary of four per cent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

(b) **After three (3) years**

All employees shall be entitled to fifteen (15) working days paid vacation after three (3) years service and in each year thereafter. Payment for such vacation shall be at the employee's current salary or six per cent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

(c) **After six (6) years**

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

(d) **After eleven (11) years**

All employees shall be entitled to twenty-five (25) working days of paid vacation after eleven (11) years service and in each year thereafter. Payment for such wages shall be at the employee's current salary or ten per cent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

(e) **After sixteen (16) years**

All employees shall be entitled to thirty (30) working days of paid vacation after sixteen (16) years service and in each year thereafter. Payment for such wages shall be at the employee's current salary or twelve per cent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

E&OE

Signed off this 7th day of May 2026

For the Union

Phillip M. Bass

For the Employer

IKL KL [Signature]



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP06	9.10	New	

9.10 Domestic or Sexual Violence Leave

The employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the employer also agrees that requests for unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied. In addition the employer will grant in each calendar year: (a) up to ten (10) days of unpaid leave, in units of one (1) or more days or in one (1) continuous period, and (b) in addition to the period of time referred to in paragraph (a), up to fifteen (15) weeks of unpaid leave.

E&OE
Signed off this 24 day of May 2026

For the Union

Phillip M. Ben

For the Employer

KLIC



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Employer Counter

Union			
Number	Affected Article/MOU	Date:	Time:
UP08	10.01(b)	<i>Amend</i>	

10.01 Sick Leave

- (a) The Employer shall allow each full-time regular employee one (1) working day per month sick leave with full pay with a maximum credit of twelve (12) days per year.

Each part-time regular employee shall be entitled to twelve (12) sick days per calendar year, with full pay.

A regular employee's sick leave bank shall be renewed on January 1st.

Such sick leave may be accumulated to a maximum of thirty-six (36) working days in an employee's sick leave bank.

- (b) The Employer may request a doctor's note for single absences due to illness or injury for more than ~~three (3)~~ five (5) 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 more days may be required to provide a doctor's note at every instance, with any cost of securing such a note to be borne by the employee.
- (c) Casual employees shall be granted five (5) paid, and three (3) unpaid, sick leave days per calendar year, effective thirty (30) calendar days after their date of hire.

E&OE
Signed off this 7th day of May 2026

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP10	11.05	New	

11.05 Training

Any Dispatcher required by the Employer to train employees shall be paid a training premium of seventy-five cents (75¢) per hour for every hour or portion thereof spent training.

E&OE
Signed off this 17th day of May 2026

For the Union

Phillips M. Bane

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Employer Counter

Union			
Number	Affected Article/MOU	Date:	Time:
UP11	13.07	<i>Amend</i>	

ARTICLE 13 — LAYOFF, RECALL and SEVERANCE

13.07 Severance Pay

Severance pay shall be paid to employees who have service of six (6) months or more with the Employer, who are terminated due to consolidation, reduction of office staff, suspension of business or changes in procedures. The amount of severance pay shall be as follows:

- Two (2) weeks at the employee's current regular salary for each year of service for the first ~~two (2)~~ three (3) years.; then
- One (1) week at the employee's current regular salary for each year of service thereafter.

Such severance pay shall be prorated for part-time employees, e.g. an employee who works three (3) days per week and who otherwise qualifies, will receive three (3) weeks' severance pay of three (3) days each, for each year of service.

E&OE
Signed off this 8th day of May 2026

For the Union



For the Employer



KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 10

Affected Article: 15.03

Proposed Amendment – PROCESS add Progressive Discipline

(a) Employees may communicate incidents of harassment or bullying to their immediate Supervisor, the General Manager, the President of Kelowna Cabs or the designated contact person.

(b) Complaints will be kept in confidence by all Parties except as may be necessary to inquire into and respond to the concerns.

(c) The Employer will inquire into complaints and notify the complainant and any other Party directly concerned with its conclusions.

(d) In cases where a complaint is confirmed, each case will be handled on its own merits and the Employer will undertake appropriate disciplinary action.

The Employer and the Union agree that harassment and bullying in the workplace will not be tolerated and may be subject to discipline. Discipline shall be applied on a progressive basis, having regard to the nature and severity of the conduct, the circumstances of the incident, and the employee's disciplinary record.

(e) Persons who are determined to have misused the policy will be subject to appropriate disciplinary action by the Employer.

(f) Nothing in this policy compels anyone to make a complaint nor does it replace any other legal rights an employee may have.

(g) Employees shall have the right to Union representation when engaged in any action of the Employer regarding actual or alleged harassment or bullying. Such Employer action, including the outcome(s) of any such action, shall be subject to the grievance and arbitration provisions of this Agreement.

Signature off _____
For the Employer

7th day of

May 20 26

For the Union

[Handwritten signatures for Employer and Union]

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 11

Affected Article: 16.04

Proposed Amendment – Employee File to be Purged

Any information, including, but not limited to, letters, records and notes, whether in hard copy or electronic, regardless of wherever filed, related to disciplinary action will be expunged by the Employer from an employee's file after ~~twelve (12) months~~ **eighteen (18) months** have lapsed without further similar disciplinary incident. The Employer shall not introduce into evidence in any disciplinary proceeding any information from an employee's file that was, or properly should have been, expunged from an employee's file in accordance with this Article 16.04.

Signature off _____

For the Employer

day of _____

20

For the Union

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 12

Affected Article: 17.02

Employee Options – Technological or Procedural Changes

In cases where employees are not trainable for available positions or where other positions with the Employer are not available, the employees may elect for termination of employment or may elect to be placed on the recall list.

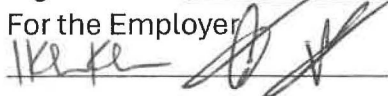
The maximum recall period shall be six (6) months where the employee continues to receive benefits during the recall period.

Where no benefits are provided during the recall period, the maximum recall period shall be twelve (12) months.

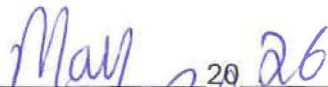
An employee on recall under this Section shall receive all the benefits which they had accrued during employment at the end of the applicable recall period, or at such earlier time as they may elect to terminate.

Signature off _____ day of _____

For the Employer



day of



For the Union



KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 14

Affected Article: 17.06

Proposed Amendment – Employer to Train

Where newly created or revised jobs are to be implemented, the Employer ~~in order of seniority~~, further agrees to arrange an on-the-job training program during regular office hours for those employees who may be affected, at no cost to the employees involved.

Training opportunities shall be provided having regard to seniority, skills, qualifications, ability.

The Parties shall discuss any newly created positions within the organization and reach a mutual agreement in terms of their duties and classifications.

Signature off
For the Employer

day of

For the Union

9th May 2026

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 17

Affected Article: 18.04

Proposed Amendment – Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union.

The Union shall provide the Employer with written notice as soon as reasonably practicable of the existence of any such recognized picket line.

Signature off _____
For the Employer

day of

20

For the Union

KELOWNA CABS PROPOSAL 2026

Date _____ Time _____

Kelowna Cabs Proposal # 18

Affected Article: 18.06

Proposed Amendment – Front Door Access

The Employer will maintain a functioning intercom and electric security lock system to allow access by the front door to employees reporting to work during the period that the front door is normally locked. The Employer will also install a camera that will allow employees to determine who is at the door.

A key for the main door shall be kept in the dispatch office.

The Employer will ensure that no members of the general public shall require access to the building after 8:00pm.

The Employer shall post office hours, dispatch contact information, and access instructions at the entrance for employees and authorized persons.

Dispatch personnel shall maintain access to building keys and may control entry to the premises outside regular public access hours.

The Employer may restrict public access to the building outside business hours, subject to operational requirements and security considerations.

Signature of _____
For the Employer

day of

For the Union

20

26



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP13	24.01	<i>Amend-union proposes a two (2) year term</i>	

24.01 Term

This Agreement shall be binding and remain in full force and effect on and after the 1st day of June ~~2022~~ 2026, to and including the 31st day of May ~~2026~~ 2028.

E&OE
Signed off this 24th day of May 2026

For the Union

Phillip M. Bero

For the Employer

IKKA [Signature]



(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Counter

Union			
Number	Affected Article/MOU	Date:	Time:
UP14	Appendix "A"	<i>Amend</i>	

Appendix "A" Wages

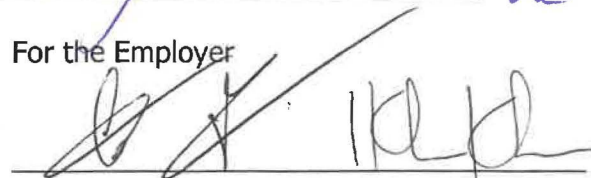
The Union proposes a five (5%) percent general wage increase June 1st, 2026, and four (4%) percent on June 1st, 2027.

E&OE
Signed off this 8th day of May 2026

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

KELOWNA CABS PROPOSALS 2026 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP15	Appendix "B"	<i>Delete – If the Union's proposal under Article 10.06 regarding RRSPs is agreed to by the parties.</i>	

APPENDIX B

MEMORANDUM OF AGREEMENT – RETIREMENT SAVINGS PLAN

~~The Parties agree within four (4) months of ratification of the renewed collective agreement the Parties will appoint a Joint Consultation Committee to study the feasibility of a Joint Defined Contribution RRSP Pension Plan. The Committee will be apprised of two (2) management employees and two (2) Union representatives. A joint report will be submitted to the Kelowna Cabs Board of Directors for assessment. The Employer ensures that a prudent fiscal review of the proposal will be conducted. The Employer will provide a decision with sound financial rationale.~~

~~The parties agree to appoint a Joint Constitution Committee to commence discussions by March 31, 2025.~~

E&OE

Signed off this

8th

day of

May

2026

For the Union



For the Employer

