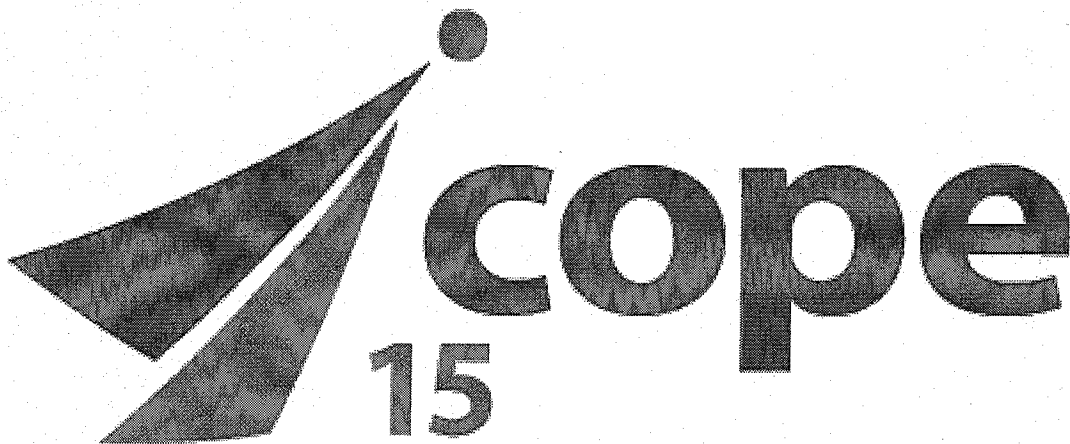


COLLECTIVE AGREEMENT



between
CORAL CABS LIMITED
and
Canadian Office and Professional Employees Union, Local 15

Expiry: January 1, 2004 to December 31, 2007

AGREEMENT

BETWEEN: CORAL CABS [Richmond Taxi] LTD.
[hereinafter referred to as the "Employer"]

Party of the First Part;

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 15
[hereinafter referred to as the "Union"]

Party of the Second Part;

TABLE OF CONTENTS

	Page
ARTICLE 1 — PURPOSE	1
ARTICLE 2 — UNION SECURITY AND RECOGNITION	1
ARTICLE 3 — UNION REPRESENTATION	2
ARTICLE 4 — THE RIGHTS OF THE EMPLOYER	2
ARTICLE 5 — DEFINITION OF EMPLOYEES	2
ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	3
ARTICLE 7 — STATUTORY HOLIDAYS	4
ARTICLE 8 — ANNUAL VACATIONS	5
ARTICLE 9 — LEAVES OF ABSENCE	6
ARTICLE 10 — SICK LEAVE AND WELFARE PLANS	6
ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS	7
ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS	8
ARTICLE 13 — LAY-OFF, RECALL AND SEVERANCE	9
ARTICLE 14 — SENIORITY	9
ARTICLE 15 — DISCHARGE AND TERMINATION	10
ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES	10
ARTICLE 17 — GENERAL	11
ARTICLE 18 — GRIEVANCE PROCEDURE	11
ARTICLE 19 — EXPEDITED GRIEVANCE PROCEDURE	12
ARTICLE 20 — SINGLE ARBITRATOR	12
ARTICLE 21 — DURATION	13
APPENDIX "A" — JOB CLASSIFICATIONS AND HOURLY WAGE RATES	14
APPENDIX "B" — MECHANICS AND APPRENTICES	16
LETTER OF UNDERSTANDING #1	18
LETTER OF UNDERSTANDING #2	19

Effective: January 1, 2004 to December 31, 2007

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2005.

BETWEEN: CORAL CABS (RICHMOND TAXI) LTD.
[hereinafter referred to as the "Employer"]

Party of the First Part;

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 15**
[hereinafter referred to as the "Union"]

Party of the Second Part;

ARTICLE 1 — PURPOSE

- Section 1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer 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 Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- Section 2 Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex, or marital status.
- Section 3 The Employer agrees that "the Employment Standards Act", and Regulations [Act] 95/01/01 shall be recognized as the minimum labour standards for all employees covered by this Agreement.
- At no time is it the intent of the Parties to apply any provision[s] of this collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the collective Agreement as part of its terms.

ARTICLE 2 — UNION SECURITY AND RECOGNITION

- Section 1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Code of British Columbia Act and shall be binding on the Employer and the Union and their respective successors and assigns.
- Section 2 All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, whether members of the Union or not, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement.
- Section 3 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within thirty [30] days from the date of employment, become and remain members of the Union.

Section 4 Upon written authorization from the employee, the Employer agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies so collected to the Secretary-Treasurer of the Union, once monthly, together with a list of employees from whom such deductions have been made.

ARTICLE 3 — UNION REPRESENTATION

Section 1 The Employer shall recognize the Representative[s] selected by the Union for purpose of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative[s] of all employees within the bargaining unit as defined in Article 2 of this Agreement.

Section 2 The Representative[s] of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the employee.

Section 3 Office Stewards:

The Employer shall recognize the Office Steward[s] elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward[s] for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Steward[s]. *The Office Steward[s] shall have no authority to alter, amend, violate or otherwise change any part of this Collective Agreement.*

Section 4 The Office Steward[s] may, within reason, investigate and process grievances or confer with the Representative[s] of the Union during regular working hours, without loss of pay. The Steward[s] will obtain permission from their immediate area Supervisor for such purposes and such permission will not be unreasonably denied.

Section 5 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement.

ARTICLE 4 — THE RIGHTS OF THE EMPLOYER

Section 1 The Union recognizes the rights of the Employer to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18, 19 and 20.

ARTICLE 5 — DEFINITION OF EMPLOYEES

Section 1 Probationary Period:

All newly-hired employees, except casual employees, will be considered probationary for the first *ninety [90] calendar* days of employment. After *ninety [90] calendar* days of employment, an employee will become regular. Casual employees transferred to or attaining regular status will not be required to serve a probationary period provided they have completed at least *ninety [90] shifts [i.e. 720 hours of actual work]*. *The Employer and the Union may extend the probationary period by mutual agreement. Either party will not unreasonably withhold mutual agreement.*

Section 2 Full-time Regular Employees:

A full-time regular employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement and who has completed the probationary period as defined in Section 1.

- Section 3 Part-Time Regular:
A part-time employee is any person hired to work regular hours or days on a continuing basis but less than the normal working hours in a month and whose duties fall within the bargaining unit as defined in Article 2, Section 1 of this Agreement.
- Section 4 Casual Employees:
A casual employee is one hired solely to augment the regular work force for vacation relief, unusual peak work loads or emergencies. Such employees shall be paid not less than the hourly rate as established in Appendix "A" of this Agreement.
- Section 5 The Employer or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 — HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Section 1 Each full-time regular and part-time regular employee will have an established shift falling
95/01/01 within the hours set out herein:

- [a] Office:
The regular work week shall consist of thirty-five [35] hours, excluding the daily paid lunch period, over five [5] consecutive days, Monday to Friday inclusive. The daily work schedule shall be within the hours of 8:00 a.m. to 5:00 p.m.
- [b] Dispatcher/Supervisor – Call Taker – Fuel Jockey:
 - [i] Full-time Regular Employees:
The regular work day shall consist of eight [8] consecutive hours, including lunch periods, for five [5] consecutive days, Sunday through Saturday inclusive. Hours of work [ie: shifts] shall be as follows:

COMMENCE BETWEEN	FINISH BETWEEN
*Day Shift [Monday through Friday]: 6:00 a.m. — 8:00 a.m.	to 2:00 p.m. — 4:00 p.m.
Afternoon Shift: 2:00 p.m. — 4:00 p.m.	to 10:00 p.m. — 12:00 at night
Graveyard Shift: 10:00 p.m. — 12:00 at night	to 6:00 a.m. — 8:00 a.m.
Weekends: For purposes of Statutory Holidays, pay days, etc., the work day shall commence at 00:01 hours and shall finish at 24:00 hours [midnight]. *It is understood that all shifts with the exception of days will pump fuel, check oil and take cash in addition to their other duties.	

- [ii] Part-Time Regular Employees:
The regular work day shall consist of eight [8] consecutive hours, including lunch periods.

Section 2 Any variance in regular shifts shall be established by mutual agreement between the Employer and the employees involved prior to implementation where such variance is one [1] hour or more from the present shifts as listed in Section 1 above.

Section 3
95/01/01 A paid lunch period of thirty [30] minutes will be provided and taken within the two [2] hours in the middle of the regular working day. Where the Company's work schedule for Telephone Operators and Dispatchers prohibits a lunch period, the affected employee[s] who work eight [8] consecutive hours without a lunch period shall be paid for eight and one-half [8½] hours per day at each employee's current pro-rated hourly rate, in lieu of a thirty [30] minute lunch period. The foregoing paid lunch period shall be sixty [60] minutes for the Office Staff, and shall be thirty [30] minutes for the garage staff, staggered according to their shift times.

Section 4
95/01/01 Each employee shall be allowed to have two [2] fifteen [15] minute paid coffee breaks at his/her desk during the employee's shift without loss of pay, provided that there are qualified bargaining unit members on duty to act as relief. The Employer further agrees to provide a hot plate and kettle for the employees.

Section 5 Overtime Premiums:
All time worked before or after the regularly established working shift shall be considered overtime and be paid for at one hundred and fifty [150%] percent of the employee's pro-rated hourly rate for the first two [2] hours and double the employee's regular hourly rate for each hour worked thereafter.

Section 6 All time worked by a full-time regular employee on his/her regular days off shall be considered as overtime and shall be paid at the rate of one hundred and fifty [150%] percent of the employee's pro-rated hourly rate for the first two [2] hours and double the employee's regular hourly rate for each hour worked thereafter.

Notwithstanding the provisions of Section 5 above, all time worked by part-time employees, in excess of forty [40] hours shall be considered as overtime and shall be paid at the rate of one hundred and fifty [150%] percent of the employee's pro-rated hourly rate for the first two [2] hours and double time thereafter.

Section 7 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. One-half [½] hour travel time to and from the employee's residence will be considered as time worked.

Section 8 Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

Section 9 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

ARTICLE 7 — STATUTORY HOLIDAYS

Section 1 The Employer agrees to provide all full-time employees with the following Statutory Holidays, with pay:

New Year's Day	Good Friday	Remembrance Day
Victoria Day	Thanksgiving Day	Christmas Day
Canada Day	Boxing Day	Easter Monday
BC Day	Labour Day	

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Employer further agrees that should one of the above Statutory Holidays fall on a regular scheduled day[s] off, the employee shall receive an additional days pay.

Section 2 [a] Work performed by any employee on the above Statutory Holidays, will be paid for at the rate of one hundred and fifty [150%] percent of the employee's regular rate of pay,

in addition to the regular rate of pay for that day.

[b] Should one of the Statutory Holidays designated in the foregoing Section 1 fall on a part-time regular 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.

Section 3 In the event any of the holidays enumerated in the foregoing Section 1, occur during the period of an employee's vacation, an additional day's vacation with pay or an additional day's pay shall be allowed for each holiday so occurring at the discretion of the employee.

ARTICLE 8 — ANNUAL VACATIONS

All employees shall be entitled to a paid vacation in accordance with the following schedule:

Section 1 [a] Upon completion of six [6] months service in his/her first year of employment, an employee shall be entitled to receive a paid vacation of five [5] working days' which if taken, will be deducted from his/her total entitlement for that year. All vacations shall be taken at a time mutually agreed with the Employer.

[b] Each employee who completes [1] year's service shall receive a paid vacation of ten [10] working days, subject to [a] above. Payment for such vacation shall be at current salary or four [4%] percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 2 All employees shall be entitled to fifteen [15] working days paid vacation after three [3] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six [6%] percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 3 All employees shall be entitled to twenty [20] working days paid vacation after eight [8] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or eight [8%] percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 4 All employees shall be entitled to twenty-five [25] working days paid vacation after thirteen [13] years' service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten [10%] percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 5 All employees shall be entitled to thirty [30] working days paid vacation after twenty [20] years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve [12%] percent of gross earnings for the period in which vacation was earned, whichever is greater.

Section 6 Employees desiring to take vacations in broken periods shall be entitled to take them in periods of one [1] week, two [2] weeks, three [3] weeks, etc..

Section 7 ***Selection and the taking of vacation periods under this Agreement shall be subject to the operational requirements of the Employer.*** Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one [1] vacation period shall be selected by seniority until all employees in the signing group have selected one [1] period. Subsequently, all employees in the signing group who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

Section 8 Sue Bunyan, for vacation purposes only, shall have her break in service bridged and shall be credited with one-half [½] of her service prior to the break in addition to her current service.

ARTICLE 9 — LEAVES OF ABSENCE

Section 1 Union Business:

Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer, in writing, as much notice as possible.

Section 2 Compassionate Leave:

In the case of death in the immediate family, i.e. employee's spouse, sons, daughters, father, mother, sisters, brothers, grandparents, grandchildren, step children, father-in-law, mother-in-law, each employee, upon completion of thirty [30] days of continuous employment, shall be granted three [3] consecutive 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. Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off.

Section 3 Leave of Absence:

- [a] Employees who have completed two [2] or more years' of service with the Employer may apply for and receive, where practical, leave of absence up to ten [10] working days without pay, to be taken in an unbroken sequence.
- [b] Employees who have completed three [3] or more years' of service with the Employer shall, where practical, receive up to twenty [20] working days leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence.
- [c] Leaves of absence under [a] and [b] above, shall be taken with the prior approval of the Employer.

Section 4 Jury Duty Pay:

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two [2] hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one [1] day, shall not exceed regular working hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight [8] hours, shall be considered overtime and paid as such. The Employer shall not be required to make up the difference between Jury Duty and regular daily pay for Jury Duty, in excess of two [2] continuous weeks.

Section 5 Maternity Leave:

95/01/01 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.

ARTICLE 10 — SICK LEAVE AND WELFARE PLANS

Section 1 Sick Leave:

The Employer will allow each employee who normally works thirty-two [32] hours or more per week one [1] working day per month sick leave with full pay with a maximum credit of twelve [12] days per year. The Employer will allow each part-time regular employee one-half [½] working day per month sick leave with full pay with a maximum credit of six [6] days per year. Such sick leave may be accumulated from month to month and year to year up to a maximum of twelve [12] actual working days. *The Employer may request a doctor's certificate for one or more days of sick leave and the Employer shall request a doctor's certificate for more than three (3) days of sick leave.*

Section 2 Medical Plan:

The Employer agrees to maintain its Medical Services Plan for the employees. The Employer shall pay the full premium cost.

Section 3 Weekly Wage Indemnity Plan:

1. *The Employer agrees to continue the Weekly Wage Indemnity Plan in effect on February 15, 2005 and to pay the full premium cost for coverage for eligible employees under said Plan. In accordance with the Plan, eligible full-time regular employees can receive sixty-six and two-thirds percent [66 2/3%] of wages when unable to work due to illness or accident. Part-time and casual employees shall not be entitled to any coverage or benefits under the Weekly Wage Indemnity Plan. Employees working less than full-time but more than two (2) regular work weeks in a regular work month will be paid the pro-rata costs of medical, wage indemnity, group life and dental benefits..*
2. The unused portion of Sick Leave entitlement per Section 1, may be used to augment the *Weekly Wage Indemnity Plan* to one hundred [100%] percent of current salary at the employee's discretion.

Section 4 Group Life Insurance Plan:

The Employer agrees to provide a Group Life Insurance Plan as outlined below *for eligible full-time regular employees:*

1. Coverage will commence on the first [1st] of the month following completion of sixty [60] days employment.
2. Benefits shall be in the sum of *one times [1X] annual earnings* covering death from any cause and including similar benefits for accidental death and dismemberment.
3. Premium costs shall be paid by the Employer.
Part-time and casual employees shall not be entitled to any coverage or benefits under the Group Life Insurance Plan.

Section 5 Dental Plan:

The Employer agrees to provide the following Dental Plan for eligible full-time regular employees.

Premium costs shall be shared three quarters [3/4] seventy-five percent [75%] by the Employer and one quarter [1/4] twenty-five percent [25%] by the employee.

Coverage is: PART A — 80%

PART B — 60%

Section 6 *The Employer shall continue to pay the premium costs to provide for eligible full-time regular employees the extended health and vision benefits plan in effect on February 15, 2005, or equivalent. Qualified prescription drug costs shall be covered 80%.*

An annual prescription top up fund in the amount of \$1700 will be established. Any employee claims in excess of \$1700 of the fund will not be paid. Any balance in the fund will not be rolled over to the next year. Part-time and casual employees shall not be entitled to any coverage or benefits under such extended health and vision benefits plan.

ARTICLE 11 — WAGES AND JOB CLASSIFICATIONS

Section 1 Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum rate for such classification in accordance with the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.

Section 2 It is expressly understood and agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer. Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A".

Section 3 Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Employer and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 18, 19 and 20 of this Agreement.

Section 4 Where an employee has the necessary qualifications and ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

Section 5 Job Descriptions:

Employees shall only be requested to perform bargaining unit work as specified in Appendix "B", attached hereto and made part of this Agreement.

Prior to this Section taking any effect whatsoever, the Union shall supply wording at a later date to the Employer and thereafter such proposed descriptions shall be subject to review, amendment and Employer approval. Job description will be negotiated during the life of this Agreement and shall be part of the collective Agreement on or before January 1st, 1992.

ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS

Section 1 It is the intention of the Employer to fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

Section 2 Job Vacancies:

Notice of all job vacancies, within seven [7] days of vacancy occurring, shall be posted on the office bulletin board for seventy-two [72] hours and will include job title, job group and brief description of the job duties and qualification required. Those employees who make application during this seventy-two [72] hour period will be considered for the job, except however, employees on vacation or leave during such period of job postings, shall be eligible to apply for such positions within the three [3] day period after their return to work. Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified employees from its unemployed roster, but the Employer shall not be compelled to hire such referrals.

Section 3 Promotions:

Promotion is hereby defined as a move from a lower job group to a higher job group. Promotion shall be made on the basis of seniority, ability and qualifications. In the event two [2] or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

Section 4 An employee promoted to a higher rated position shall be on trial for the first thirty [30] calendar days, unless extended by mutual agreement between the Employer and the Union. If during the trial period he/she is considered to be unsuitable, he/she shall be returned to his/her former position or one of equal rank and shall be paid his/her former salary plus any increments which he/she may have been entitled to had he/she not been promoted.

Section 5 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half [½] day except that if an employee is required to work at a higher classification on a recurring basis, i.e. each day, each week or each month. In such cases, the higher rate of pay shall apply.

ARTICLE 13 — LAY-OFF, RECALL AND SEVERANCE

Section 1

Lay-off Procedure:

If a reduction in the bargaining unit is necessary, the following procedure shall be adopted: The employee with the least amount of seniority in any classification will be the first [1st] laid-off from that job, but they may displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

Section 2

All full-time regular or part-time regular [ie: permanent] employees shall be given two [2] weeks notice of lay-off or two [2] weeks salary in lieu of notice.

Section 3

Any full-time regular or part-time regular 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.

Section 4

Recall:

Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within three [3] days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

Section 5

Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified providing no other employee with greater seniority is not promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position.

Section 6

Salary Policy on Recall:

- [a] Employees recalled to their former position or to a position having the same salary range shall receive the current salary for the position.
- [b] Employees recalled to a position which has a lower salary range than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. In cases where the former salary is higher, they shall be paid the maximum rate for the lower position.
- [c] The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

Section 7

Severance Pay:

In the event of a permanent separation of employment for any reason, except just and reasonable discharge, severance pay shall be paid to employees who have service of twelve [12] months or more with the Employer. The amount of severance pay shall be one [1] week at the employee's current regular salary for each year of service.

N.B. Voluntary resignation by an employee, shall not qualify the employee for severance pay.

ARTICLE 14 — SENIORITY

Section 1

Upon completion of the probationary period, new 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.

Section 2

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member except that credit shall be given for all continuous service prior to certification of the bargaining unit provided such employee was in a bargaining unit position.

- Section 3 Part-Time Regular Employees:
For purposes only of promotions, lateral transfers, demotions due to reduction of staff or exercising "bumping privileges", part-time regular employees shall accrue seniority on the hours worked in accumulation.
- Section 4 Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the bargaining unit for purposes of seniority credit.
- Section 5 An employee laid-off and placed on the recall list under Article 13, Section 1, will retain but will not accumulate seniority during the period of lay-off.
- Section 6 No seniority shall accrue for short terms of casual work except that casual employees who attain regular status shall have seniority credited from date of entry as a regular employee of the Employer, as provided in Article 5, Section 2 and Section 3.
- Section 7 An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.
- Section 8 Within the office, the Employer will maintain separate Union seniority listings for full-time regular and part-time regular employees. The Employer will provide updated seniority lists upon request by the Union.

ARTICLE 15 — DISCHARGE AND TERMINATION

- Section 1 It is hereby agreed that the Employer has the right to discharge an employee for reasonable and sufficient cause. The Employer shall advise the Union of any such discharge and the reasons therefore at time of such action.
- Section 2 If an employee is to be terminated, except as provided in Section 1 above, said employee shall receive two [2] week's notice prior to the date of termination, or two [2] week's wages in lieu of notice, in addition to vacation pay to which the employee is entitled.
- Section 3 If upon joint investigation by the Union and the Employer, or by decision of an arbitration board so appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of wages, seniority, benefits, rank, and shall suffer no reduction in salary and shall be compensated for all salary lost by such employee retroactive to the date of discharge.

ARTICLE 16 — TECHNOLOGICAL OR PROCEDURAL CHANGES

- Section 1 The Employer will provide the Union with at least three [3] months notice of intention to introduce automation, equipment or procedures and/or mergers with other Employers which might result in displacement or reduction of personnel or in changes or job classification.
- Section 2 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. An employee on recall under this Section, shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate.
- Section 3 A specified extension of the recall period, where recall is applied under Section 2 above, may be mutually agreed by the employee and the Employer.
- Section 4 Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to two [2] week's notice or pay, in lieu of such notice, as defined in Article 15, Section 2, and all vacation allowances to which the employee may be entitled.
- Section 5 It is agreed by the Parties that should an COPE member be laid-off or terminated as a result of the establishment of or participation in a Central Dispatch System, those employees affected shall receive an additional one [1] week's pay per year of service to a maximum of six [6] weeks' additional pay, in addition to that provided under Article 13, Section 7.

- Section 6 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 working hours for those who may be affected at no cost to the employees involved.
- Section 7 The Employer agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

ARTICLE 17 — GENERAL

- Section 1 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.
- Section 2 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.
- Section 3 Bargaining Unit Work:
Except as specifically provided in this Agreement, no work which is normally, properly or customarily performed by members of the bargaining unit shall be contracted out, sub-contracted or performed by other than COPE Local 15 members in the bargaining unit.
- Section 4 Picket Lines:
It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- Section 5 Bulletin Boards:
A bulletin board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Employer before being posted. This bulletin board shall be used for notices by the Employer or the Union.
- Section 6 Health and Safety:
The Employer agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first aid facilities as required by applicable federal and provincial statute. The Employer further agrees to provide a healthful work environment for all employees [and proper protection for pregnant female employees where V.D.T.'s or similar technology is on the Employer's premises].
- Section 7 Pay Cheques:
All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees by midnight of the Saturday preceding such bi-weekly pay day. Pay cheques shall be issued bi-weekly to all employees not later than twelve hundred [1200] hours noon on the following Thursday.
- Section 8 Where the Employer requires an employee to use his or her own vehicle on a regular basis, the Employer shall re-imburse the difference between the insurance premiums for personal and business use.

ARTICLE 18 — GRIEVANCE PROCEDURE

- Section 1 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement whether between the Employer and any employee or employees bound by this collective Agreement, or between the Employer and the Union.
- Section 2 Grievances or complaints shall be settled in the following manner:
- [a] If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
 - [b] If the Employer 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 Operations Manager directly in charge of the work within five (5) working days of the circumstances giving rise to the grievance. The employee may be accompanied by an Office Steward or Representative of the Union.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward or Representative shall submit the grievance, in writing, to the Operations Manager as designated by the Employer, 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 Employer. 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 and/or 20.

[b] In the event a grievance is initiated by the Employer 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 and/or 20.

Section 3 The time limits set forth in this Article are directory only.

ARTICLE 19 — EXPEDITED GRIEVANCE PROCEDURE

Section 1 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 Mr. Vince Ready, or a substitute agreed to by the Parties, shall at the request of either Party

[a] investigate the difference,

[b] define the issue in the difference; and

[c] make written recommendations to resolve the difference within 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.

Section 2 Where the Parties utilize the provisions of this Article and written recommendations to resolve the difference are received by the Parties hereto, such grievance or dispute shall not be subject to further proceedings under Article 20, unless by mutual agreement between the Union and the Employer.

ARTICLE 20 — SINGLE ARBITRATOR

Section 1 [a] When any difference arises between the Parties as to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, the matter may be referred by either Party to Arbitration.

[b] As an additional or alternative procedure to Article 19, the Parties to this Agreement shall agree upon a Single Arbitrator as a means of settling disputes appropriate to such procedure as follows:

Section 2 The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 18. The notice may set out the question(s), in the opinion of the Party seeking arbitration, to be arbitrated.

Section 3 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 [1] 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.

Section 4 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and *shall endeavour to* make his award within fifteen [15] working days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Section 5 Each Party shall pay their own costs and expenses of the Arbitration and one-half [½] the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 21 — DURATION

Section 1 [a] This Agreement shall be in full force and effect on and after the **1st day of January 2004**, to and including the **31st day of December 2007**, and shall automatically be renewed and remain in full force and effect from year to year thereafter, unless either Party serves written notice upon the other Party hereto, of intention to open the Agreement for negotiation and revision or renewal, at least sixty [60] days prior to the **31st day of December 2007**, or sixty [60] days prior to the **1st day of January** in any year subsequent thereto.

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

[b] Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out whichever first occurs.

Section 2 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50[2] and Section 87 of the Labour Relations Code of British Columbia.

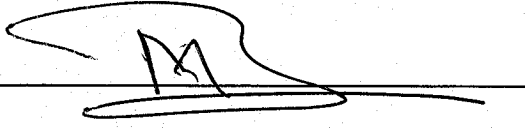
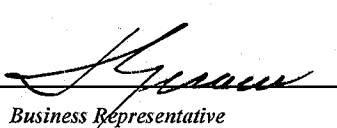
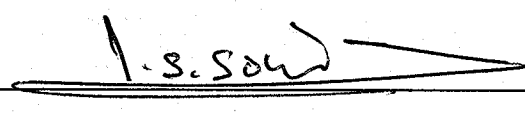
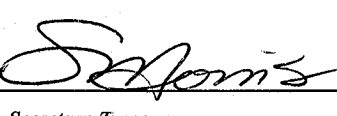
Section 3 Severability:

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Signed at Richmond BC This 23 Day of August, 2005

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

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

	 <i>Business Representative</i>
	 <i>Secretary-Treasurer</i>

APPENDIX "A"

JOB CLASSIFICATIONS AND HOURLY WAGE RATES

	JAN. 1, 2005 TO DEC. 31, 2005	JAN. 1, 2006 TO DEC. 31, 2006	JAN. 1, 2007 TO DEC. 31, 2007
Fuel Jockey	\$11.00	\$11.22	\$11.44
Bookkeeper	N/A	N/A	
Call Takers	\$12.71	\$12.96	\$13.22
Senior Clerk	\$13.06	\$13.32	\$13.59
Office Clerk/Call Taker	\$12.71	\$12.96	\$13.22
Dispatchers/Supervisors	\$16.57	\$16.90	\$17.24
Mechanics	\$21.57	\$22.00	\$22.44
Apprentices	*		
Mechanic's Helper	**		
Lead Hand Premium	\$1.25	\$1.28	\$1.30

Effective Date of Signing:

The employer shall pay a signing bonus to all Union members based on the following schedule:

Full-time employees \$300.00

Part-time employees \$200.00

Casual employees \$100.00

* Apprentices shall be paid a percentage of the Journeyman rate as set out in the **Apprenticeship Act**.

** The Helper's rate shall be in five [5] equal six [6] month steps ranging from fifty-five percent [55%] to seventy-five percent [75%] inclusive, of the Mechanic's rate.

JOB DESCRIPTIONS

Office Clerk:

95/01/01

A worker, with or without supervision, whose duties may include:

- answering phones – taking messages;
- performing of Dispatch relief;
- filing charges;
- totalling charges into batches;
- processing Visa and Master Card slips;
- general in door clerical work as required;
- the running of miscellaneous errands included but not limited to dropping off and picking up cars when the mechanics are too busy.

Call Taker:

A worker, with or without supervision, whose duties may include:

- receiving telephone requests for taxis;
- entering details of such requests into the computer;
- receiving other calls of a general nature;
- performing dispatch functions for up to fifteen [15] minutes at time to relieve the dispatcher twice per day;
- related clerical duties.

Dispatcher:

A worker, with or without supervision, whose duties, in addition to those of the Call Taker, may include:

- using the radio and/or the computer to monitor the dispatch of taxis to the requests,
- maintaining the order and discipline of the fleet in accordance with the Company's published guide lines.

Mechanic:

A certified journeyman with or without supervision whose duties may include:

- mechanical maintenance of the fleet;
- maintaining and ordering supplies and spare parts;
- supervision of the garage;
- other related mechanical duties.

Apprentice:

A worker who is normally under the supervision of a mechanic performs the duties of a mechanic as per the apprenticeship act, and whose duties may include:

- cleaning of the lot and emptying of the garbage cans.

Mechanic's Helper:

A worker who is normally under the supervision of a mechanic and performs the duties of a mechanic as directed but whose duties may include:

95/01/01

- cleaning of the lot and emptying of the garbage cans each day;
- other duties to be negotiated later;
- fill the oil and ATF containers;
- obtain a service list for the mechanics;
- assisting the mechanic as directed in accordance to his ability.

APPENDIX "B"

MECHANICS AND APPRENTICES

1. Boot Allowance:
Regular employees in the garage, who as a condition of their employment, as prescribed by applicable legislation, shall be entitled to be reimbursed, up to one hundred dollars [\$100.00] annually.

2. The Journeyman Mechanic in the garage, who as a condition of employment is required to supply and use his own tools shall receive a tool allowance of fifty cents [.50¢] per hour for each hour actually worked.
95/01/01
Effective January 1, 1996, the Journeyman Mechanic's tool allowance shall increase to sixty cents [\$.60] per hour. Effective July 1, 1995, the Apprentices shall receive a tool allowance of fifteen cents [\$0.15] per hour.

3. Health and Safety:
 - [a] The following items shall be supplied in sufficient quantities to meet the needs of the garage:
 - [i] Particle Masks
 - [ii] One respirator for use while welding or finished surfaces
 - [iii] Safety Masks/Glasses
 - [iv] Earplugs/Muffs
 - [v] Baking Soda
 - [vi] Hand Cleaner
 - [b] In addition to the above, the following shall be supplied in at least the quantities specified.
 - [i] Hand protector PR-88 – one [1] litre every two [2] months
 - [ii] Coverall service – one [1] clean pair per man, per week
 - [iii] Shop rags – five [5] clean rags per man, per week

4. A Safety Committee:
The Lead Hand Journeyman/Mechanic shall meet with the General Manager as requested, but not less than twice per year.

5. Clean-up/Lock-up Time [Garage]:
 - [a] The last ten [10] minutes of the shift shall be a paid clean-up time.
 - [b] The last working shift in a day shall have in addition to a) above, a paid five [5] minute lock-up time, in which to check the lot and lock-up the garage.

6. Hours of Work [Garage]:
Shall be as per Article 6, Section 1([b] [1]), but only between the hours of 07:30 and 16:30. The Employer shall have the right to stagger the shifts of employees in the garage to suit operational requirements.
95/01/01

The normal hours for the mechanic's helper shall be Tuesday to Saturday inclusive between the hours of 10:00 to 18:00. If a second Journeyman Mechanic is hired or retained his/her shift shall be from Sunday to Thursday inclusive between the hours of 16:00 to 24:00.

7. 95/01/01:
The Journeyman/Mechanic Lead Hand shall be paid a premium.

8. If required by management to carry a mobile phone or use a personal vehicle as a service vehicle, garage employees shall be reimbursed as follows:
 - [a] the first thirty dollars [\$30.00] of mobile phone bill, with the balance of the bill payable by the employee; and/or
 - [b] fuel allowance or credit card for the use of vehicle as a service vehicle.
9. It is understood and agreed that management is not obligated to maintain positions for apprentices who attain their journeyman's status or papers.
10. All new garage employees will be considered probationary for the first six [6] month's employment.
11. Upon the resignation or termination of a journeyman the helper may be considered for an apprenticeship programme according to the Apprenticeship Regulations and wage guide lines provided the Employer makes such a position available.

LETTER OF UNDERSTANDING #1

BETWEEN: CORAL CABS [Richmond Taxi] LTD.

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 15

The parties recognize that during rush hours, it has become necessary to obtain the services of autogas personnel to perform the duties of a Fuel Attendant.

The Employer may obtain these services with the following stipulations:

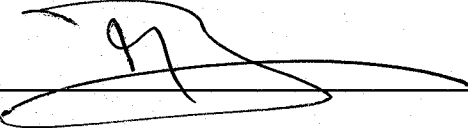
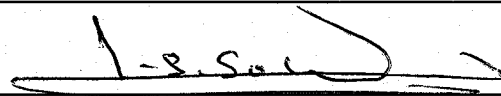
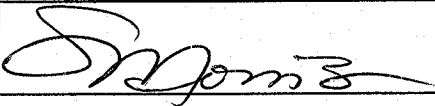
1. The Employer may bring in autogas attendants only during rush hours.
2. This assistance shall be for an aggregate period of one-hour per employee in one day during rush times.
3. Any Fuel Attendant so brought in shall be properly certified and shall exhibit his/her certification in a prominent place by the fuel pumps.

Any dispute arising from this Letter of Understanding with regard to its interpretation, application or its violation shall be resolved through the grievance procedure as outlined in Article 18 of the Collective Agreement.

Signed at <i>Richmond</i> , BC	This <i>23</i> Day of <i>August</i> , 2005
--------------------------------	--

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

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

	 <i>Business Representative</i>
	 <i>Secretary-Treasurer</i>

E&OE
JG:ttcope15/cep467

LETTER OF UNDERSTANDING #2

BETWEEN: CORAL CABS [Richmond Taxi] LTD.

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 15

RE: Senior Clerk

It is understood and agreed that if an emergency exists, the employer may perform the following duties:

- 1. credit card processing and related duties; and*
- 2. sorting and batching of charge slips.*



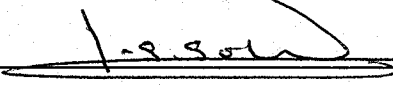
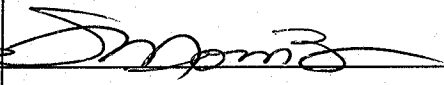
It is further understood and agreed that no bargaining unit member will lose any hours of work or wages during such emergencies.

It is further understood that a job description covering this job will be drafted by the Union.

Signed at <i>Richmond, BC</i>	This <i>23</i> Day of <i>August</i> , 2005
-------------------------------	--

SIGNED ON BEHALF OF THE EMPLOYER
Party of the First Part;

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

	 <i>Business Representative</i>
	 <i>Secretary-Treasurer</i>

JG/tt:cope15/cep467
W:\C Cabs\Agrmnt\Coll Agrmnt\Jan1 2004_Dec31 2007 wpd