

COLLECTIVE AGREEMENT

BETWEEN

YELLOW CAB COMPANY LTD.

AND

TEAMSTERS LOCAL UNION No. 213

October 1st, 2006 - September 30th, 2010

DON McGILL
Secretary-Treasurer

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THIS AGREEMENT entered into this 1st day of October, 2006.

BETWEEN: **YELLOW CAB COMPANY LTD.,**
a body corporate duly incorporated under
the laws of British Columbia and
having its place of business at
1441 Clark Drive, City of Vancouver,
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, except the General Manager, Assistant Manager, Garage Manager, Accountant, Staff Co-ordinator, Operations Manager, Assistant Operations Manager, and Supervisors.
- 1.02 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- 1.03 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. Shareholders shall not become members of the Union or do bargaining unit work.

2. DURATION OF AGREEMENT

- 2.01 This Agreement shall be in full force and effect from and including October 1st, 2006, to and including September 30th, 2010, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

2.03 The operation of Section 50 (2) and (3) of the British Columbia Labour Relations Code is hereby excluded.

3. UNION SECURITY

3.01 The Union recognizes the right of the Employer to hire whomever he chooses subject to the seniority provisions contained herein.

3.02 The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.

3.03 All employees shall be required to be a member of the Union as a condition of employment with the Employer.

3.04 Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

4.01 The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

4.02 All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.

4.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

4.04 To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records for members of concern.

4.05 The Employer shall record on each employee's T-4 slip, the Union dues deducted and submitted on behalf of the employee.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

5.01 The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function, to a maximum of two (2) days per calendar year.

5.02 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

5.03 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.

5.04 If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate request for a leave of absence will be denied. An employee desiring a leave of absence shall give the Employer two (2) weeks notice in advance if the situation warrants.

5.05 When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time.

5.06 In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, grandparents, brother-in-law, sister-in-law, mother-in-law, and father-in-law.

If there is a death in the immediate family, the employee will get four (4) days off with pay if the death is out of the Province.

Leave may be extended where agreed upon by the Company, but with no additional pay. Full pay will be three (3) days in province and four (4) days out of province.

5.07 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and

pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

5.08 When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted a leave of absence for a period of up to one (1) year.

5.09 Leave of absence in case of pregnancy shall be granted in accordance with the "Parental Leave Legislation". Such leave will not affect sick leave entitlement or seniority.

6. SHOP STEWARDS

6.01 If the Union wishes, Shop Stewards shall be appointed consistent with the need, to see that the provisions of this Agreement are adhered to.

6.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

6.03 The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

6.04 The Union will advise the Employer of the identity of all Shop Stewards.

6.05 Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay.

7. UNION NOTICES

7.01 The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Boards.

7.02 The Employer shall be responsible for the posting of up to date Seniority Lists.

8. CONFLICTING AGREEMENT

8.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

8.02 The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

9. PROTECTION OF RIGHTS

9.01 The Employer shall not require any Union member to cross a picket line.

10. TRANSFER OF TITLE OR INTEREST

10.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another Company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

11. GRIEVANCE PROCEDURE

11.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement which concerns the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance.

11.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within twenty (20) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

11.03 The Steps of the Grievance Procedure shall be as follows:

- (a) The employee, with or without the Shop Steward, shall take his grievance up with his immediate Supervisor and if the grievance cannot be resolved at that level, then with the General Manager. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.
- (b) Should a solution not be reached by Step (a), then a Representative of the Union, accompanied by the employee and/or the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step (b) as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

- (c) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

- (d) The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

11.04 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

11.05 If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

11.06 The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 23.02 herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

11.07 Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

11.08 Any discharged or suspended employee, within ninety-six (96) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be given to the

Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the ninety-six (96) hours to be exclusive of Saturdays, Sundays or General Holidays.

11.09 If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy given to the Union within twenty (20) days of the event giving rise to the statement. If the statements or copies of the statements are not received in the specified time periods, the statements shall be null and void.

12. JOB POSTING, ETC.

12.01 In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the skills and ability to do the job shall receive such job.

12.02 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

12.03 Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to thirty (30) shifts, and if found unsatisfactory shall be returned to his former position without loss of seniority. During the trial period, up to thirty (30) shifts, the Employer is unrestricted or exempted from any other restrictions contained in this Agreement to use part time employees to fill in the vacant position.

12.04 If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.

12.05 Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

13. TECHNOLOGICAL CHANGE AND RETRAINING AND JOB SECURITY

13.01 The Employer shall not introduce or implement any technological change until and unless:

(a) The Employer has given three (3) months' notice in writing to the Union of its intention to introduce a technological change;

- (b) The Employer has given first opportunity to the employees then on the payroll, through the Job Posting Procedure, to receive training required by such technological change.

14. SEVERANCE PAY

- 14.01 Employees with one (1) year or more of service whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service, to a maximum of twelve (12) weeks' pay, for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.
- 14.02 Severance pay will not be applicable in the event of layoff of an employee, unless the layoff without recall exceeds a period of nine (9) months.

15. PAY DAY AND PAY STATEMENTS, ETC.

- 15.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.
- 15.02 The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- 15.03 Where there is an error on a pay cheque, in excess of fifty dollars (\$50.00) this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error.
- 15.04 All wage payments shall be made to the employees by direct deposit into their accounts.

16. ANNUAL VACATIONS

- 16.01 No later than February 15th of each year, the Employer shall require employees to apply for his vacation at a time same is desired, and such request must be completed by March 15th of each year. The Employer will then post the holiday schedule by April 1st of each year and employees' holidays shall be scheduled in order of seniority. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.
- 16.02 Vacations shall not be scheduled in increments greater than two (2) weeks unless the Employer has consented.

- 16.03 An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment. The employee may have the option of a pay out at any time for any unused vacation. Such pay out to be made over a two (2) week period.
- 16.04 Upon completion of six (6) months service in his first year of employment, an employee shall be entitled to receive a paid vacation of one (1) week, which if taken, will be deducted from his total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Company.
- 16.05 Employees who complete one (1) year and up to two (2) years as an employee shall receive two (2) consecutive weeks' vacation each year with eighty (80) hours' pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- 16.06 Employees who have completed two (2) years and up to eight (8) years as an employee shall receive three (3) consecutive weeks' vacation each year with one hundred and twenty (120) hours' pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- 16.07 Employees who have completed eight (8) years and up to fifteen (15) years as an employee shall receive four (4) weeks' vacation each year with one hundred and sixty (160) hours' pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- 16.08 Employees who have completed fifteen (15) years and up to twenty (20) years as an employee shall receive five (5) weeks' vacation each year with two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- 16.09 Employees who have completed twenty (20) years and thereafter as an employee shall receive six (6) weeks' vacation each year with two hundred and forty (240) hours' pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- 16.10 Absence due to any illness will be deemed to be time paid for the purpose of vacation entitlement.
- 16.11 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.

16.12 In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not been paid over fifteen hundred (1500) hours, he shall only receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

16.13 All part time employees will be paid as each cheque is paid. The vacation pay is based on the gross earnings for the pay period. The percentage factor will be as follows:

- Complete one (1) year and up to two (2) years - 4%
- Complete two (2) years and up to eight (8) years - 6%
- Complete eight (8) years and up to fifteen (15) years - 8%
- Complete fifteen (15) years and up to twenty (20) years -10%
- Complete twenty (20) years - 12%.

17. GENERAL HOLIDAYS

17.01 All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he would normally be entitled to, provided he works his scheduled shift immediately before and immediately after the holiday:

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

17.02 If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in 17.01 above.

17.03 Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay, receive one and one-half (1 1/2) times their hourly rate for all hours worked during that shift.

17.04 It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.

17.05 An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Sick Leave, or any other authorized leave of absence. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.

18. SEPARATION OF EMPLOYMENT

- 18.01 If an employee is discharged he shall be paid in full for all monies owing him within ninety-six (96) hours.
- 18.02 If an employee terminates his employment the Employer may withhold payment for five (5) calendar days.
- 18.03 The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

19. SENIORITY

- 19.01 There shall be two (2) Seniority Lists for all employees. One list is for full time employees and one list is for part time employees.

Full time employees shall receive work before any part time employees.

Full time seniority will be accredited to part time and all part time employees will be given first opportunity for full time employment. Part time seniority will not be accredited to full time seniority.

- 19.02 Such Seniority List shall set out the name and date of employment of all employees. Such lists must be kept current and a copy must be supplied to the Union every six (6) months, and a copy posted on the Bulletin Boards.
- 19.03 Seniority shall be length of service within the Bargaining Unit as set out above. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- 19.04 Layoff, recall and choice of shifts shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability and/or appropriate skills to perform the work available. All regular employees shall be given two (2) weeks' notice of layoff or two (2) weeks' salary in lieu of notice.
- 19.05 Seniority shall be lost if an employee:
- (a) Voluntarily leaves the employ of the Employer, or
 - (b) Is discharged for just cause, or
 - (c) After a layoff, fails to report for work for three (3) working days after being recalled by telephone and registered letter, or
 - (d) If absent without leave for three (3) working days without legitimate reason, or
 - (e) Is on continuous layoff for nine (9) months.

20. DAYS AND HOURS OF WORK AND OVERTIME

- 20.01 Each full time employee shall be guaranteed eight (8) hours pay each day, provided he commences work at the start of his shift.

- 20.02 The work week shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days.
- 20.03 Any time worked in excess of eight (8) hours and up to ten (10) hours in any regular eight (8) hour day shall be paid at the rate of time and one-half (1 1/2) the employee's rate.
- 20.04 Any time worked in excess of ten (10) hours and up to twelve (12) hours in any regular ten (10) hour day shall be paid at the rate of time and one-half (1 1/2) the employee's rate.
- 20.05 All time worked on the sixth (6th) day when the work week consists of five (5) days or on an employee's fifth (5th) day when the work week consists of a four (4) day week shall be paid at time and one-half for the first eight (8) hours (if a five (5) day week) and time and one-half (1 1/2) for the first ten (10) hours (if a four (4) day week) and double time (2X) thereafter.
- 20.06 Any time worked on an employee's seventh (7th) day of work shall be at double time (2X) for all hours worked.
- 20.07 All overtime is voluntary and shall be based on seniority among those employees provided the employee has the appropriate skills and ability who normally perform the job for which the overtime is to be worked. If no such employee volunteers then overtime shall be assigned by reverse seniority among those normally performing the job.
- 20.08 Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid overtime rates for a minimum of four (4) hours.
- 20.09 All work in excess of ten (10) hours per day in a normal eight (8) hour shift and all work in excess of twelve (12) hours per day in a normal ten (10) hour shift shall be paid at double time (2X).
- 20.10 All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time.
- 20.11 Shift Premium shall be paid for all hours worked on the graveyard shift at the rate of one dollar (\$1.00) per hour for each hour worked. A graveyard shift is one in which the greater portion of the hours worked fall between midnight and 6:00 A.M.
- 20.12 Office Workers
- (a) The normal work week shall be from Monday to Friday, except in the case of Cash-In Clerks.
 - (b) The normal hours of work shall commence no earlier than 7:00 A.M. and finish no later than 6:00 P.M., except in the case of Cash-In

Clerks. Any time change in the shift hours for Cash-In Clerks shall only be instituted after the Company has given the Union two (2) weeks' notice of such changes.

20.13 Banking of Overtime

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 Company. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings.

21. LUNCH AND REST PERIODS

21.01 Employees shall receive a one-half (1/2) hour break as close as possible to mid point of the shift which shall be an uninterrupted half (1/2) hour off exclusive of rest breaks. In the case of ten (10) hour shifts, the break shall be a three-quarter (3/4) of an hour break.

21.02 Each employee shall receive a paid fifteen (15) minute uninterrupted break in each half of his shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1 1/2) hours from the commencement of each half of an employee's work shift.

22. COMPENSATION COVERAGE

22.01 When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

23. SAVINGS CLAUSE

23.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

23.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 11 herein.

24. INSPECTION PRIVILEGES

24.01 An authorized Agent of the Union shall with notice have access to all areas of the Company during normal business hours except where money is being counted or where confidential documents are stored and then must be accompanied by an authorized Agent of Management.

25. SANITARY FACILITIES AND LUNCH ROOM, ETC.

25.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

25.02 Clothes closets or lockers of a suitable size for the protection of employees clothes and personal belongings shall also be provided.

25.03 The Office, Cash-In Room and Gas Jockey Room shall be adequately heated and ventilated with air conditioning and heaters where economically possible.

26. SAFETY AND HEALTH

26.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and a proper first-aid kit and facilities.

26.02 Any employee who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.

26.03 In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.

26.04 If the Employer or Government Agency requests an employee to take a First-Aid course the Employer shall reimburse the said employee for the full cost of these fees and course expenses.

Employees with the following qualifications shall receive the additional premium for all hours worked.

- Level I - \$0.50
- Level II - \$0.70
- Level III - \$1.00

27. BONDING

27.01 If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid by the Employer.

28. MANAGEMENT

28.01 The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations agreed to by the Union.

28.02 Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

29. HEALTH AND WELFARE PLAN

29.01 The Company agrees to continue providing a Company Health and Welfare Plan consisting of:

- (a) M.S.P. of B.C. - Company to pay 100%.
- (b) Group Life Insurance of \$15,000.00. - Company to pay 100%.
- (c) Weekly Indemnity of \$175.00/week for 13 weeks. - Company to pay 100%.

29.02 Participation in this Plan shall be on a voluntary basis.

29.03 Coverage for employees (and their dependents) so desiring such shall commence the first of the next month following employment.

29.04 It shall be the responsibility of the Company to advise the employee of the Benefits available under the Health and Welfare Plan and to provide said employee with the necessary application cards to join the Plan. It shall then be the employee's responsibility to make application for benefits under the Plan.

29.05 Sick Leave

All employees shall be allowed one (1) day accumulated sick leave per month with a maximum accumulation of twelve (12) days each year, during the term of this Agreement for verified illness or accident period not covered by Workers' Compensation. If an employee is sick for more than three (3) days in a row, he/she may be required to bring in a Doctor's Certificate. On each anniversary date the employee may cash in sick days at the rate of 50%.

29.06 If an employee retires or leaves and is entitled to severance pay as herein set out, he shall be entitled to receive one (1) day's pay for each unused sick

leave day he is entitled to at that time, in addition to any other monies to which he is entitled.

30. PENSION PLAN

30.01 The Company agrees to continue the present Company Pension Plan as it currently is offered for the term of this Agreement. A full explanation of the Company Plan will be put into a separate Letter of Understanding. Effective October 1st, 1995, the Company will contribute an additional one percent (1%) to the Pension Plan if the employee matches the one percent (1%) contribution rate.

If any employee wishes not to be in the Company's Pension Plan he/she may wish to be paid six percent (6%) extra on their wages and no longer belong to the Plan. He/she cannot return back to the Plan as long as they remain employees of the Company. New employees may have the same option once they are eligible for the Plan.

31. ARTICLE HEADINGS

31.01 The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

32.01 No employee shall use his car on Employer business.

33. CLASSIFICATIONS AND WAGE RATES, ETC.

33.01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

33.02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.

33.03 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

33.04 If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day.

33.05 When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

34. PAID ELECTION TIME OFF

34.01 The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

35. GENDER

35.01 Wherever the use of the male gender is used herein, it shall also apply to the female gender.

36. LOSS OF BENEFITS

36.01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits, shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

37. RETROACTIVE PAY

37.01 The Employer agrees that the wage rates and benefits with the exception of the Health and Welfare Plan, effective as of October 1st, 2006, shall be paid retroactively to each person from that date for all hours paid subsequent to September 30th, 2006.

38. MINIMUM STANDARDS

38.01 It is intended that the provisions contained in the Employment Standards Act and Regulations (Act), presently in effect and from time to time amended, are minimum requirements only.

38.02 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.

38.03 In the event a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

39. HARASSMENT POLICY

39.01 The Employer and the Union recognize the right of all employees to work in an environment free from harassment. The Employer shall promote a work environment that is free from personal and sexual harassment. Additionally all employees and the Employer shall be treated with respect and dignity under the principles outlined in the Human Rights Code.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this day of , 2008.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

CLASSIFICATIONS	RATES PER HOUR			
	EFFECTIVE OCT. 1/06	EFFECTIVE OCT. 1/07	EFFECTIVE OCT.1/08	EFFECTIVE OCT.1/09
OFFICE STAFF				
Cash-In Clerk	\$14.41	\$14.77	\$15.14	\$15.52
Chief Cashier	15.81	16.21	16.62	17.04
Receptionist	14.41	14.77	15.14	15.52
Office Assistant I	14.41	14.77	15.14	15.52
Office Assistant II	14.41	14.77	15.14	15.52
Accounts Payable	14.41	14.77	15.14	15.52
Accounts Receivable & Credit Assistant	15.81	16.21	16.62	17.04
Accounting Assistant	16.65	17.07	17.50	17.94
Payroll Administrator	16.65	17.07	17.50	17.94

The following employee will be Red Circled at the following rate:

Sylvia Malter	\$17.10	\$17.53	\$17.97	\$18.42
Pressy Lazo	\$17.10	\$17.53	\$17.97	\$18.42

Probationary rate will be fifty cents (50¢) per hour less for the first ninety (90) shifts.

Any employee moving up the classifications shall not receive less than their rate prior to the move.

CLERICAL JOB DESCRIPTIONS

Payroll Administrator

- Payroll for Y/C staff and drivers
- Answering Tripsheets and Payroll related inquiries
- Inputting, balancing and posting tripsheets
- Preparing record of employment
- Providing UIC/ CPP Tax information as required for submission to Receiver General
- Preparing and printing of T-4's
- Updating Payroll accruals excel sheets and collecting payroll advances

Accounting Assistant

- Preparing Receiver General, WCB and GST remittance for owners
- Checking, inputting and posting of A/P invoices
- Analysis of A/P invoices before inputting
- Synoptic and filling up A/P invoices
- Running of A/P cheques
- Preparing and posting monthly journal entries
- Benefits registration and cancellation
- Accounts reconciliation deemed necessary
- Assist the controller on specified work assignments

Accounts Receivable & Credit Assistant

- Collection (YC charges only)
- Posting of Y/C charge slips in the cab charges sub-system
- Inputting and posting payments
- Inputting and posting of Y/C charge slip adjustments
- Answering charge account inquiries - both owners and customers
- Verifying credit information
- Opening of account, suspending accounts, monitoring of slow moving accounts
- Issuing charge cards to customers
- Filing of Y/C charge slips and statements
- Printing, putting together (assisting), and mailing Y/C charge card statements
- All other A/R related matters

Office Assistant I

- Lost and Found (answering inquiries, recording and storage)
- Entering of trip sheets (payroll)
- Giving out cash envelope and pay-cheques to owners and drivers
- Act as relief for reception and cash-in
- Faxing and photocopying

Office Assistant II

- Sorting cash envelopes, counting and balancing cash for deposits (1 to 2 days per week)
- Assisting in coding and filling out operator's GST and WCB form quarterly
- Inputting, adjusting and posting bank cards in to accounting software
- Following up un-processed bankcards with the bank and inputting the adjustment
- Data entry when necessary
- General filing when needed

Receptionist

- Reception
- Typing and general clerical support
- Controlling and ordering of stationary supplies
- Record keeping for petty cash and taxi coupons
- Secretarial duties for Managers
- Act as relief for lost and found
- Other temporary assignments as necessary
- In charge of the mail coming in and going out; can leave 10 minutes early

Cash-in Clerk

- Registering operator's envelopes
- Processing bank cards through credit-processing terminals
- Sorting cash envelopes, counting and balancing cash for deposits (for tow or three days)
- Assisting A/R accountant in putting together Y/C charges and statement and mailing to customers
- Other Cash-in window duties
- Data entry when necessary
- General filing

Chief Cashier

- Cash-in duties
- Sorting cash envelopes
- Counting and balancing cash for deposits
- Giving out Driver's pay cheques and owner's envelopes
- Opening safe
- Data entry when necessary
- Giving out cash envelopes and owners envelopes to owners

APPENDIX "B"

It is agreed between the Parties that it is not the intent of this Collective Agreement to contravene any Laws or Statutes which may take precedence over the language of this contract.

LETTER OF UNDERSTANDING No. 2

BETWEEN: **YELLOW CAB COMPANY LTD.**

1441 Clark Drive
Vancouver, B. C.

(hereinafter referred to as the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213**

490 East Broadway
Vancouver, B. C.

RE: YARD ATTENDANTS AND GAS JOCKEYS

All references to Yard Attendants and Gas Jockey positions throughout the Collective Agreement shall be contained in this Letter of Understanding until if at such time these positions are reintroduced into the bargaining unit.

- 1) The Employer shall provide and maintain for each yard employee, free of charge, with the following:
 - (a) A minimum of three (3) pair of coveralls each week. The Company will supply each outside worker with a Company winter jacket.
 - (b) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (c) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots, gloves, and a smock. Employees must return used articles to receive replacements.
- 2) All employees engaged in "dirty" work shall be allowed five (5) minutes to clean up during normal working hours.
- 3) Yard Attendants

The normal work week for a full time employee shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days within a seven (7) day period.
- 4) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- 5) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

