

COLLECTIVE AGREEMENT

Between

BONNY'S TAXI



And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 378



July 1, 2011 – June 30, 2015

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:
- 1.02 Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.
- 1.03 It is understood that as best as possible that there should be a level of confidentiality regarding employer/employee relations.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

- 2.01 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 Company and the Union and their respective successors and assigns.
- 2.02 All full-time regular and part-time regular 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.
- 2.03 The Company further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within thirty (30) shifts from the date of employment, become and remain members of the Union. Shareholders shall not become members of the Union, but shall be required to participate according to 2.02 above.
- 2.04 Upon written authorization from the employee, the Company 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

- 3.01 The Company 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.
- 3.02 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 Company as to appropriate time for such contact before meeting the employees.
- 3.03 The Company shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Job Steward(s) for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Job Steward(s).
- 3.04 All conversations between Job Steward(s) and members pertaining to terms and conditions of employment or pertaining to any matter in the Collective Agreement shall be considered privileged. The parties agree that this privilege would lend itself to a trust relationship that must exist between Steward(s) and members.
- 3.05 The Job Steward(s) shall have no authority to alter, amend, violate or otherwise change any part of the Agreement.
- 3.06 The Job 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.
- 3.07 The Company 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

- 4.01 The Union recognizes the rights of the Company 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

5.01 Probationary Period

Newly-hired full-time regular and part-time regular employees, will be considered probationary for the first ninety (90) shifts of employment. After ninety (90) shifts 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 of employment. All new hires who work within the bargaining unit will be introduced to a Job Steward by the General Manager.

5.02 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 2.01, of this Agreement and who has completed the probationary period as defined in 2.01.

5.03 Part-time Regular Employees

A part-time regular 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 2.01, of this Agreement.

Part-time regular employees hired after February 1st, 1989 will be eligible for benefits under Article 10.01 through 6 inclusive, after completing thirty (30) shifts.

Newly hired part-time regular employees: As of 1st of January 1992 dental and wage indemnity benefits are available as per contract qualifications but 100% of the premiums is to be paid by the employee. After one (1) year of employment as a part-time regular employee the Company will pay 50% of both dental and wage indemnity premiums.

5.04 Casual Employees

A casual employee is one hired for 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.

5.05 The Company 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

6.01 Each full-time regular and part-time regular employee will have an established shift falling within the hours set out herein:

PBX and Dispatchers

(a) Full-Time Regular Employees

The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods, for five (5) consecutive days, Monday to Friday inclusive; or for the Graveyard Shift only, Sunday to Thursday inclusive. Hours of work (i.e. shifts) shall be as follows:

	Commence Between	Finish Between
Day Shift	6:00 a.m. – 10:00 a.m.	To 2:00 p.m. – 6:00 p.m.
Afternoon Shift	12:00 Noon – 4:00 p.m.	To 8:00 p.m. – 12:00 Midnight
Graveyard Shift	8:00 p.m. – 12:00 Midnight	To 4:00 a.m. – 8:00 a.m.

The work week commences at Monday 00.00 and finishes at Sunday 24:00 which means that occasionally an employee may work Wednesday to Sunday of one week followed by Monday to Friday of the following week.

(b) Part-time Regular Employees

The regular work day shall consist of eight (8) consecutive hours, including paid lunch periods, Friday, Saturday and/or Sunday or any other day as required, hours of work (i.e. shifts) shall be the same as for regular employees.

(c) The Company at all times shall employ at least one (1) dispatcher. The Company further agrees to employ a regular full-time PBX Operator/Clerk, Monday - Friday inclusive on the day shift.

Notwithstanding any other clause in this agreement, the Company further agrees to the following:

There will be at least one (1) PBX Operator/Clerk employed during the hours of 0600 hours and 2200 hours Monday - Thursday, Fridays from 0600 - 2400 hours, Saturday from 0000 - 0500 hours and also from 0800 - 2400 hours, Sunday from 0000 - 0500 hours and at least six (6) hours between the hours of 1000 - 2200 hours, in addition the Company is not required to employ a PBX Operator/Clerk on statutory holidays.

In order to facilitate the above, and notwithstanding Article 6.01(a) and (b), wherever the Agreement reads: regular work day; day; shift; or eight (8) hours, the rest of the Agreement and the impact that it has on the following shifts, shall continue to be read as eight (8) hours.

(i) Regular PBX Operator/Clerk shifts from Friday afternoon to Monday graveyard inclusive shall be a minimum seven (7) hours long. Casual shifts of a minimum of four (4) hours are permitted.

- (ii) It will only be the PBX Operator/Clerk additional afternoon shift that shall be four (4); five (5); six (6); seven (7); or eight (8) hours long at the discretion of the Company. The Company agrees to notify the Job Steward of any change(s) in the shift hours of the additional afternoon shift.
 - (iii) Once quarterly, the Company shall review its decision and post a schedule for the shifts in (i) and (ii) above, that are to be in effect for the next three (3) months.
- (d) The Company may establish, by seniority, additional shifts of four (4) or more hours but these do not have to conform to 1(a) above.

6.02 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 more than seven (7) consecutive hours without a lunch period shall be paid an additional three quarters (3/4) of an hour per day at each employee's current pro-rated hourly rate, in lieu of a thirty (30) minute lunch period. Similarly, those who work more than five (5) hours up to and including seven (7) hours shall be paid an additional half (½) hour. Those working five (5) or fewer hours do not get any additional pay for working through their lunch hour.

6.03 Each employee shall be allowed to have coffee at his/her desk during the employee's shift, without loss of pay, in lieu of relief periods. The Company further agrees to provide a refreshment service for the employees.

6.04 Overtime Premiums
All time worked before or after the regularly established working day 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.

6.05 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 Article 6 above, all time worked by part-time regular or casual employees, in excess of forty (40) hours per week, 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.

6.06 Any full-time regular employee requested to work overtime beyond the regular work day shall be allowed a one-half (½) hour meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.07 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. Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen (15) minutes each way.

6.08 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.

6.09 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.

6.10 All employees required to work on an emergency call in basis between the hours of midnight to 0600 hours and have no other means of transportation that the Company will provide transportation but payment by the Company will be to a maximum of ten dollars (\$10.00). For any employee who remains at his/her work station in a emergency situation and has no other means of transportation, the Company will provide transportation but payment will be to a maximum of ten dollars (\$10.00).

6.11 Shift Premium

Shift premiums will be paid for all hours worked on the graveyard shift, including part-time regular shifts, at the rate of fifty cents (50¢) per hour premium for each such shift worked.

ARTICLE 7 - STATUTORY HOLIDAYS

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

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

Any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government shall be subject to negotiations. The Company further agrees that should one of the above statutory holidays fall on a regular scheduled day(s) off, the employee shall receive an additional day or days off, with pay, to be taken at a time mutually agreed to between the Company and the employee. If the employee and the Company are unable to agree on the date, the decision shall be the Company's provided the date selected is in conjunction with the employee's regular days off and is taken within the thirty (30) day period immediately following the statutory holiday. If an employee takes a sick day before or after a statutory holiday, they will only be paid the statutory holiday pay upon presentation of a medical note.

7.02

(a) Work performed by any employee on the aforementioned holidays, except Christmas Day or New Year's Eve, 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 such statutory holiday pay as the individual employee may be entitled to under the collective Agreement.

- (b) Work performed by an employee on Christmas day and/or New Year's Eve will be paid for at the rate of double the employee's regular rate of pay, in addition to such statutory holiday pay as the individual employee may be entitled to under the collective Agreement. The Union agrees that all employees who did not work on Christmas Days must be available to work New Year's Eve. Management has the express right to assign the New Year's shifts regardless of seniority. New Year's Eve starts 18:00 hours on 31st December to 06:00 hours on the 1st of January.
- (c) Should one of the Statutory Holidays designated in the foregoing 7.01, 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.

7.03 In the event any of the holidays enumerated in the foregoing 7.01, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 - ANNUAL VACATIONS

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

8.01

- (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. Such vacation shall be taken at a time mutually agreed with the Company.
- (b) Each full-time 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.

8.02 All full-time 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.

8.03 All full-time employees shall be entitled to twenty (20) working days paid vacation after seven (7) 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.

- 8.04 All full-time regular employees shall be entitled to twenty-five (25) working days paid vacation after fifteen (15) 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.
- 8.05 All full-time regular employees shall be entitled to thirty (30) working days paid vacation after twenty-one (21) 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.
- 8.06 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.
- 8.07 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.
- 8.08 The Company will make every effort to fix vacation schedules by May 1st each year, giving consideration to the work schedule of the Company and the request of the employee.
- 8.09 Annual vacations will be taken during the slower months of January through September, by seniority on a rotating basis allowing more than one off depending on business needs, and during October to December provided there is only one (1) full-time employee off.
- 8.10 Part-time pro-ration

Part-time regular employees shall accrue a pro-rated vacation based on the following formula:

The number of hours worked in the accrual year shall be divided by 2080 hours. The resulting fraction shall be multiplied by the number of working days vacation that is appropriate to the employee's service, in accordance to the above schedule.

(e.g. Upon completion of seven (7) years' service, an employee working exactly two (2) shifts per week would accrue 832 hours divided by 2080 hours yields .4 and .4 times 20 working days yields eight (8) vacation days.)

ARTICLE 9 - LEAVES OF ABSENCE

- 9.01 Union Business
Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Company's work requirements will allow for such leave. The

Union will request such leave by giving the Company, in writing, as much notice as possible.

9.02 Compassionate Leave

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

9.03 Leave of Absence

- (a) Employees who have completed two (2) or more years of continuous service with the Company may apply for and receive, where practical, leave of absence up to five (5) 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 Company shall, where practical, receive up to ten (10) working days leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence.
- (c) Full-time regular employees, who have completed ten (10) or more years of continuous service with the company shall, on a rotation by seniority basis, where practical, receive up to thirty (30) days leave of absence, without pay, every ten years. The benefit shall be pro-rated for part-time employees.

9.04 Court Duty Pay

An employee summoned to Jury Duty or subpoenaed as a witness in a third party action 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 scheduled days. Employees on Jury Duty shall furnish the Company 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 Company 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.

9.05 Maternity Leave

Leave of absence in case of pregnancy shall be granted in accordance with the "Employment Standards Act, 1981". Such leave will not affect sick leave entitlement or seniority.

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.01 Sick Leave

10 day bank as at January 1st, annually. If a regular full-time employee calls in sick for his/her actual shift they will be paid by the Company for the first shift but will not be paid for the second shift. Wage indemnity shall commence on the third day.

10.02 Medical and Surgical Plan

The Company agrees to provide the Medical Services Plan for B.C. as outlined below:

1. Participation in the Plan by each regular employee (including part-time regular employees) covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare Program. Proof of such other coverage shall be required.
2. Coverage for all eligible employees (and their dependants) shall commence the first of the month following employment.
3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.
4. The Company agrees to provide and pay the full cost of the Medical Services Plan as outlined above.

10.03 Wage Indemnity Plan

The Company agrees to provide a Wage Indemnity Plan as outlined below:

1. Participation in the Plan by all regular employees covered by this Agreement is voluntary.
2. Coverage will commence the first of the month following regular employment.
3. The Plan shall be a 1-4-39 Plan with benefits in the amount of seventy-five (75%) percent of current salary.
4. The Carrier shall be Pacific Blue Cross.
5. The unused portion of sick leave entitlement per 10.01, may be used to augment the W.I.P. to one hundred (100%) percent of current salary, at the employee's discretion.
6. Effective July 1, 1992 premiums to be paid one hundred percent (100%) by Employer for full-time regular employees only and premium cost shall be fifty (50%)

percent by the employee and fifty (50%) percent by the Employer for part-time regular.

10.04 The employer agrees to pay sick leave on the first day of the waiting period and days 2 and 3 shall be without pay. The carrier pays on the day 4 following the 3 day waiting period.

10.05 Group Life Insurance Plan

The Company agrees to provide a Group Life Insurance Plan as outlined below:

1. Participation in the Plan by each regular and part-time regular employee covered by this Agreement is a condition of employment.
2. Coverage will commence on the first of the month following completion of sixty (60) days' employment.
3. Benefits shall be in the sum of fifteen thousand (\$15,000) dollars covering death from any cause and including similar benefits for accidental death and dismemberment.
4. Premium costs shall be paid by the Company.

10.06 Dental Plan

The COPE Local 378 Prepaid Dental Plan shall be made available to all eligible employees (and their dependants) desiring same. Premium costs shall be shared as follows:

The Plan shall provide the following benefits: one hundred (100%) percent for Part "A" and fifty (50%) percent for Part "B" with no financial limit on total claims value per year.

Effective September 1, 1999, the Plan shall also provide Part "C" Orthodontia and the Employer shall pay the premiums up to a maximum of ten (\$10.00) dollars per employee per month.

Effective July 1, 1993 premiums to be paid one hundred (100%) percent by employer for full-time regular employees only. While premium cost shall be paid fifty (50%) percent by employee and fifty percent by Employer for part-time regular employees.

10.07 Extended Health Benefit Plan

The Company agrees to provide an E.H.B. Plan as outlined below:

1. Participation in the Plan by all full-time and part-time regular employees covered by this Agreement is a condition of employment.
2. Coverage for all eligible employees (and their dependants) shall commence on the first of the month following sixty (60) days' employment.
3. The Plan shall include benefits as follows:
 - (a) twenty-five (\$25.00) dollars deductible annually for eligible expenses incurred.

- (b) eighty (80%) percent co-insurance for eligible expenses after the deductible has been satisfied.
 - (c) a maximum one million (\$1,000,000) dollars limitation for each person covered per illness.
 - (d) claim of eyeglass, frames and/or contact lenses up to one hundred and fifty (\$150.00) dollars per person covered per each twenty-four (24) month period.
 - (e) Prescription Drugs: Flu Vaccine to be covered.
 - (f) Hearing Aids: amend to include adult at two hundred (\$200.00)
4. The Carrier shall be Pacific Blue Cross.
 5. The premiums for items 3(a), (b), (c) and (d) above are to be shared 50% by the employer and 50% by the employees hired after July 1, 2005. Items (e) and (f) are to be fully paid for by the Employer.
 6. Employee eyeglasses, frames or contact lenses ...Effective July 1, 1996, the Employer agrees to self-insure an additional \$150.00 per employee, but not dependants, per twenty-four (24) month period. Such self-insurance shall be by reimbursement upon presentation of receipts for amounts in excess of the Pacific Blue Cross coverage in 3. (d), above.

10.08 Pension Plan

Effective August 1, 1999, the Company agrees to contribute thirty-five cents (35¢) per hour, per employee, to the COPE Local 378 Pension Plan for each hour worked by a regular employee. Effective November 1, 1995, it shall be a condition of employment that full-time employees participate and match the Company contributions. It shall also be a condition of employment that part-timers participate, but it is at his or her option whether or not to voluntarily match the Company contributions.

Eligibility benefits and other conditions of the Plan shall be as outlined in the Local 378 Pension Brochure subject to the terms in the Trust Agreement or as amended by the authorized Trustees of the Plan.

10.09 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.

ARTICLE 11 - WAGES AND JOB CLASSIFICATIONS

11.01 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.

11.02 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 Company. 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".

11.03 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 Company 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 Article 18, 19 and 20 of this Agreement.

11.04 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 Company recognizes equal pay for equal work.

11.05 Job Descriptions

It is expressly understood and agreed that within sixty (60) days of ratification of this Agreement, a joint job description committee, composed of the Manager, a Union Representative and representatives elected by the Union, shall meet and establish job descriptions, which will thereafter form part of this Agreement. Job descriptions will include qualifications, duties and responsibilities of the job. Should there be any reason to amend a job description, the joint committee will meet to discuss and determine those amendments. Disputes regarding job descriptions may be referred to Arbitration by either Party, using the method as set out in Article 19 or 20. The Arbitrator shall be empowered to determine an appropriate job description and apply it to the job classification as set forth in Appendix "A".

11.06 After the conditions of 11.05, above have been satisfied, the following article shall be in full force and effect.

Job Descriptions are set out in Appendix "B" attached hereto and made part of this Agreement.

ARTICLE 12 - JOB POSTING, PROMOTIONS AND TRANSFERS

12.01 It is the intention of the Company 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.

12.02 Job Vacancies

Notice of all job vacancies shall be posted on the office bulletin board for forty-eight (48) 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 forty-eight (48) 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. Vacancies lasting more than one (1) week shall be posted and filled in order of seniority by persons able to do the job, and then their position is back-filled. If the vacancy is for one (1) week or less then it is to be filled on a call out basis.

12.03 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 or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

12.04 A qualified employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days, unless extended by mutual agreement between the Company 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.

12.05 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.

12.06 Transfers

An employee transferred from one position to another having the same salary rate range, shall continue to receive his/her current salary. Time worked on positions having the same salary ranges shall be cumulative for determining future salary progression.

ARTICLE 13 - LAY-OFF, RECALL AND SEVERANCE

13.01 Lay-off Procedure

If a reduction of office staff is necessary, the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first 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.

13.02 All regular or part-time regular employees shall be given two (2) weeks' notice of lay-off or two (2) weeks' salary in lieu of notice.

13.03 Any regular or regular part-time employees 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.

13.04 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. This 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 this 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.

13.05 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.

13.06 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.

13.07 Severance Pay

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

ARTICLE 14 - SENIORITY

14.01 Upon completion of the probationary period, employees shall be entitled to all rights and privileges of this Agreement and the employee's seniority shall be effective from the original date of employment.

14.02 Seniority shall mean length of continuous service with the Company and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

14.03 Regular Part-time Employees

For purposes only attaining of full-time status, promotions, lateral transfers, demotions due to reduction of staff or exercising "bumping privileges", regular part-time employees shall accrue seniority on the hours worked in accumulation.

14.04 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.

14.05 An employee laid-off and placed on the recall list under Article 13.01, will retain but will not accumulate seniority during the period of lay-off.

14.06 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 Company, as provided in Article 5.02 and 5.03.

14.07 An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.

14.08 Within the office, the Company will post and maintain separate seniority listings for regular and part-time regular employees. Such up-to-date listings will be posted as of January 1st and July 1st of each year, with copies of each current list provided to the Union by the Company. Any employee wishing to protest his/her seniority must do so by formally reducing his/her protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

14.09 Shift & Overtime Allocation

Any non-regular shifts or hours when required, will be allocated on the following basis:

Any hours available will be referred to a regular part-time employees in order of their seniority, including casuals in order of the number of shifts worked to a maximum of forty (40) hours per week and any remaining shifts or hours will be referred to casual employees to a maximum of forty (40) hours per week.

14.10 On-Call (Casual) Employees – Seniority and Employment

Any On-Call (Casual) Employee who has either not been called in for work, or has refused a Call-in for working during a period of 12 consecutive months, will be considered surplus to requirements and their employment will be terminated. The Company will issue the said employee with the appropriate Record of Employment form. In the event that the employee returns after the termination date, he/she will be considered a new employee as per Article 14.04 of the Collective Agreement.

ARTICLE 15 - DISCHARGE AND TERMINATION

15.01 It is hereby agreed that the Company has the right to discharge an employee for just and reasonable cause. Prior to an employee being terminated the Company will call a meeting with the employee and a Job Steward to discuss the issue that has raised cause for such termination.

The Company agrees to provide the employee the reasons for his/her termination in writing at the time of the meeting. A copy of the termination letter will be sent to the Union Office.

15.02 If an employee is to be terminated, except as provided in 15.01 above, said employee shall receive two (2) weeks' notice prior to the date of termination, or two (2) week's wages in lieu of notice. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

The employee where possible, shall give the Company two (2) weeks' notice of intention to terminate service.

15.03 If upon joint investigation by the Union and the Company, 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 seniority or rank, and shall suffer no reduction in salary. Compensation for salary lost by such employee shall be as mutually agreed between the Company and the Union or as determined by arbitration.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES

16.01 The Company will provide the Union with at least three (3) months' notice of intention to introduce automation, equipment or procedures and/or mergers with other Companies which might result in displacement or reduction of personnel or in changes of job classification.

16.02 In cases where employees are not trainable to a minimum standard for available positions or where other positions with the Company 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 article, shall receive all the benefits which he/she had accrued during

employment at the end of the recall period of six (6) months, or at such earlier time as he/she may elect to terminate.

16.03 A specified extension of the recall period, where recall is applied under 16.02 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

16.04 Severance pay as provided for in Article 13.07, shall be due and payable to a displaced employee, immediately upon separation in addition to two (2) weeks' notice or pay, in lieu of such notice, as defined in Article 15.02 and all vacation allowances to which the employee may be entitled.

16.05 Job Security

It is agreed that during the term of this collective Agreement no employee shall be laid-off or terminated due to mergers with other Companies (i.e. The Company agrees to reduce staff levels by attrition).

In the event of the proposed establishment of any Central Dispatch System, the Company will provide the Union with at least three (3) months' advance notice and, to the best of the Company's ability, shall ensure that the employees of the Company shall get preference for an "Central Dispatch" jobs. Front office staff shall not be reduced as a result of the above.

16.06 The Company 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

17.01 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

17.02 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.

17.03 Sub-Contracting

No office work normally performed by employees within the bargaining unit as covered in this Agreement shall be sub-contracted by the Company to or through employment agencies or other such sundry type overload agencies, other Company locations, or to an individual, except where qualified Union members are not available to perform the required work.

17.04 Picket Lines

It shall not be a violation of this Agreement or cause for discipline or discharge or any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of the existence of such recognized picket lines.

17.05 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 Company before being posted. This bulletin board shall be used for notices by the Company or the Union.

17.06 Health & Safety Committee

Pursuant to Division 4 of the Workers Compensation Act there shall be established at the workplace a Joint Health and Safety Committee comprising of two (2) appointees by the Company and two employees appointed by the Union. Employee representatives shall be on leave of absence without loss of pay for time spent on this committee. The scope of this Committee as established under the terms of Division 4 of the Workers Compensation Act may be extended as required to enable the Committee to make recommendations to management relating to improved working conditions.

17.07 The Company agrees to provide a refrigerator and a microwave oven for the use of the employees.

17.08 Electronic Surveillance/Monitoring

The Employer agrees to provide the Union with notice of equipment and facilities which have the capability of monitoring and/or measuring an individual employee and/or group. Electronic surveillance equipment such as closed circuit television or camera equipment or otherwise shall not be used by the Employer for surveillance of employees while at work, except in cases involving illegal activity, and such equipment shall not be installed in personal hygiene facilities.

The electronic equipment is used to verify appropriate individuals on premises, verify substance of employee and/or company complaints, to deter thefts and provide safety.

17.09 Pay Cheques

All employees covered by this Agreement shall be paid by cheque on the seventh (7th) day and twenty second (22nd) day of every calendar month throughout a calendar year. In the event that the Company wishes to change to direct to bank deposit, they will notify the Union in writing and post a notice for all employees prior to making the change.

17.10 Personnel Files

All Disciplinary letters in an employee's personnel file will be expunged after forty eight (48) months without further incident. Any employee will be given the opportunity on seven (7) days notice to the Employer to review and receive a copy of their personnel file.

17.11 First Aid Attendant

The company will designate one (1) First Aid Attendant per shift in order of seniority. The premium for this will be \$20.00 per month.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement whether between the Company and any employee or employees bound by this collective Agreement, or between the Company and the Union.

18.02 Grievances or complaints shall be settled in the following manner:

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

18.03 STEP 1:

The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee must be accompanied by a Job Steward or Representative of the Union.

STEP 2:

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

STEP 3:

(a) If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Company. Failing settlement within a further ten (10) working days of receipt of notice, the dispute shall be referred to Expedited Grievance Handling (Article 19) and failing settlement to Article 20, Arbitration.

STEP 3:

(b) In the event a grievance is initiated by the Company or the Union, the Party initiating the grievance shall notify the other Party, in writing, of the nature of the dispute, and such notice shall be given within five (5) working days of the circumstances giving rise to the grievance unless the Parties agree to an extension of time. Failing settlement within ten (10) working days of receipt of notice, the dispute may be referred to Expedited Grievance Handling (Article 19) and failing settlement to Article 20, Arbitration.

18.04 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Company.

ARTICLE 19 - EXPEDITED GRIEVANCE HANDLING

19.01 Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective Agreement, 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.

19.02 In the event it becomes available from the Mediation Services Branch the Union and the Company agree to avail themselves of preventative mediation.

ARTICLE 20 - SINGLE ARBITRATOR

- 20.01
- (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:

20.02 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.

20.03 The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement upon a person willing to act, or in the event one of the Parties declines the procedure, either Party may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. Hearings shall commence within thirty (30) working days of the appointment of the Arbitrator.

20.04 Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and 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.

20.05 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

21.01 This Agreement will be in full force and effect on and after the 1st day of July 2011, to and including the 30th day of June 2015, and shall automatically be renewed from year to year thereafter, unless either Party serves written notice of termination upon the other Party hereto, at least sixty (60) days prior to the 30th day of June 2015, or sixty (60) days prior to the 30th day of June in any year subsequent thereto.

21.02 It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) of the Labour Relations Code. Effective June 1st, 1984, the application of this Section shall be in conformity with Article 20.01(b).

21.03 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 BURNABY, B.C. THIS 28 DAY OF NOV, 2013.

SIGNED ON BEHALF OF
THE COMPANY



Emon Bari, General Manager



Harinder Gill, Board Secretary

SIGNED ON BEHALF OF
THE UNION



Dave Park, Union Representative



Cyndi Nilssen-Frigstad, Job Steward

E&OE
DP:cm usw2009

APPENDIX "A"

JOB CLASSIFICATION AND HOURLY WAGE RATES

		RATE INCREASE	WAGE RATES
CATEGORY 1			
PBX/Operator/Clerk	Effective July 1, 2011	<u>\$0.12/hr</u>	<u>\$17.36</u>
	Effective July 1, 2012	<u>\$0.30/hr</u>	<u>\$17.66</u>
	Effective July 1, 2013	<u>\$0.35/hr</u>	<u>\$18.01</u>
	Effective July 1, 2014	<u>\$0.45/hr</u>	<u>\$18.46</u>
CATEGORY 2			
Dispatcher	Effective July 1, 2011	<u>\$0.12/hr</u>	<u>\$20.76</u>
	Effective July 1, 2012	<u>\$0.30/hr</u>	<u>\$21.06</u>
	Effective July 1, 2013	<u>\$0.35/hr</u>	<u>\$21.41</u>
	Effective July 1, 2014	<u>\$0.45/hr</u>	<u>\$21.86</u>

BONNIE BUCHANAN will be red-circled at 75¢ over Category 1.

There shall be a training differential of \$1.00 per hour for those hours in which an employee is engaged in training a Dispatcher.

Progression rate for new employees hired on or after date of ratification:

Effective: August 1 2013

PBX Operator/Clerk	<u>\$14.56</u> for first	45 shifts
	<u>\$15.00</u> for next	30 shifts – Then to full rate
Dispatcher	<u>\$17.68</u> for first	45 shifts
	<u>\$18.20</u> for next	30 shifts – Then to full rate

Effective: July 1 2014

PBX Operator/Clerk	<u>\$15.01</u> for first	45 shifts
	<u>\$15.45</u> for next	30 shifts – Then to full rate
Dispatcher	<u>\$18.13</u> for first	45 shifts
	<u>\$18.65</u> for next	30 shifts – Then to full rate

* Casual Employees ... Such casual employees shall receive the start rate of pay for each hour worked and shall receive the full hourly rate of pay after thirty (30) complete shifts as shown above.

LETTER OF UNDERSTANDING # 2

BETWEEN: BONNY'S TAXI LIMITED

AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378

It is agreed that the positions of the Manager, Car Coordinator, Director of Operations and Executive Assistant/Receivable Manager are not included in the bargaining unit and the Union will not attempt to include these positions now or in the future. Furthermore, in the future, the Company can bring in a temporary worker for replacement help as is needed from time to time and this worker is also outside the bargaining unit.

SIGNED AT BURNABY, B.C. THIS 12 DAY OF JULY, 2006.

SIGNED ON BEHALF OF THE
EMPLOYER:

SIGNED ON BEHALF OF THE
UNION:

Harry Jawandha

John Wakefield, Union Representative

Nirmal Heer

Cyndi Nilssen-Frigstad, Job Steward

Job Descriptions

Duties of dispatchers and call takers with or without supervision to include the following:

Dispatcher

- Supervision of all call takers
- Answering calls as needed
- Using the radio, computer, monitors and other related equipment as required by dispatch and fill the request of the taxi operators
- Maintain order and discipline of the fleet (Code "Y" driver and suspend them for not following operating guideline or for poor customer service) in accordance with company's guidelines, policies and memos. The dispatcher will email the decision to the manager at emon@bonnystaxi.com.
- Initiating message and set up accounts of corporate customers such as Air Canada, etc. as required.
- Providing trip estimates and other related information pertaining to the smooth operation of our fleet including emergency situations.
- Assisting the manager when required to call in personnel.
- Detailed knowledge of the city
- 2 years experience in the taxi industry
- Basic understanding of radio practices and dispatch over the voice preferably holds a radio operators licence.
- Calling in casual or fulltime and part-time employees to cover book offs and ensuring that schedule positions are filled.
- Running reports and retaining data from printer as required and as requested by management.
- Following management's instructions for dispatching trips.

Duties of call takers (CT) and trainee (CTT)

Worker who has:

- No previous experience
- Keyboard skills of ten words per minute and ninety percent accuracy
- Reasonable knowledge of the city (demonstrated through a test)
- Have to have good communication skill in English

Duties under supervision may include and are not limited to

- Answering the phones for taxi service and other related data
- Entering relevant data into computer promptly
- Assisting the manager when required
- Responding to calls of a general nature including trip costs, messages, etc.
- Contacting the manager when unable to resolve difficulties
- Being responsible to the dispatcher/manager on duty or the directors if the earlier is not available.