

**COLLECTIVE AGREEMENT**

Between

**BC COMPUTERIZED  
DISPATCH COMPANY LTD.**

(hereinafter termed the “Employer”)

*And*



**Local 378, Canadian Office and Professional Employees Union**

(hereinafter termed the “Union”)

**Effective: July 1, 2022 to June 30, 2025**

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**BC Computerized Dispatch Company Ltd.**  
(hereinafter referred to as the Employer)  
PARTY OF THE FIRST PART

**AND:**

**MoveUP, Local 378 of the Canadian Office and Professional Employees Union**  
(hereinafter referred to as the Union)  
PARTY OF THE SECOND PART

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**ARTICLE 1 – PURPOSE**

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition whereof, the Parties hereto covenant and agree as follows:

1.02

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge, wages or otherwise because of race, colour, creed, national origin, age, sex or marital status or any other protected ground under the *Human Rights Code*.

1.03

The Employer agrees that "*the Employment Standards Act*" shall be recognized as the minimum labour standards for all employees covered by this Agreement. At no time is it the intent of the Parties to apply any provision(s) of this Collective Agreement to provide lesser standards than those contained within the aforementioned Act. In the event this Collective Agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the Collective Agreement as part of its terms.

1.04

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

**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 British Columbia Labour Relations Act and shall

be binding on the Employer and the Union and their respective successors and assigns.

2.02

All employees, presently members of the Union, shall as a condition of employment, remain members of the Union. All employees of the bargaining unit, shall as a condition of employment, pay the regular monthly Union dues to the Union for the term of the Agreement. At least the minimum monthly dues shall be paid by casual employees for all months of employment, and by regular or part-time employees for any month which said employee was on leave.

2.03

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment within fifteen (15) days from the date of employment, become and remain members of the Union.

2.04

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

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

2.05

Union Bug

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

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

Will apply mainly to Bulletins and Memos.

2.06

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



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

New Hires, when applicable  
Terminations, when applicable

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

### **ARTICLE 3 – UNION REPRESENTATION**

3.01

The Employer shall recognize the Representative(s) selected by the Union for matters pertaining to 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 Employer as to appropriate time for such contact before meeting the employees.

3.03

#### Job Stewards

The Employer 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 Employer of the names of the Job Steward(s).

3.04

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

3.05

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

## ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

4.01

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

## ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 Probationary Period

All newly-hired employees will be considered probationary for the first six hundred (600) hours of employment.

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 Article 5.01.

5.03 Part-Time Regular

A part-time regular employee is any person hired to work 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.

5.04 Casual Employees

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

- i) (a) those shifts that remain vacant after bidding by the full and part-time employees
- (b) vacation relief
- (c) peak work-loads and emergencies
- ii) Where the Employer encounters difficulties in placing casual employees in the shifts given above such difficulties will be resolved in consultation with the Union.
- iii) Casual employees will not be used to permanently replace full-time regular or part-time regular employees or positions.

5.05 Supervisory Positions

There shall be an up to date list of exempt Supervisors posted at the VCO station. Supervisory positions shall be outside the terms of this Collective Agreement. Supervisors will not replace regular or casual employees, but may perform bargaining unit work as required for break relief or unexpected peak workloads (Article 17.07).

5.06

The Employer or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

## **ARTICLE 6 – HOURS OF WORK, OVERTIME AND SHIFT PREMIUM**

### 6.01

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

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

### 6.02

The Employer shall post on the bulletin board the permanent shifts in effect and the employees working such shifts as at January 15 and July 15 of each year. Any variance in such regular shifts shall be established by mutual agreement between the Employer and the Union prior to implementation, where such variance is one (1) hour or more from the present shifts as listed in Article 5 above.

### 6.03

A lunch period of thirty (30) minutes will be scheduled and taken no later than four and one-half (4 ½) hours after the start of the shift. Where employees are required to work through their lunch period, the affected employee(s) shall be paid at the appropriate overtime rates for the thirty (30) minute period.

### 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 per cent (150%) of the employee's pro-rated hourly rate for the first four (4) 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~~ their regular days off shall be considered as overtime and shall be paid at the rate of one hundred and fifty per cent (150%) of the employee's pro-**

**rated hourly rate for the first four (4) hours and double the employee's regular hourly rate for each hour worked thereafter.**

Notwithstanding the provisions of Article 6.06 above, all time worked by part-time employees, in excess of forty (40) hours in a seven (7) day period, shall be considered as overtime and shall be paid at the rate of one hundred and fifty per cent (150%) of the employee's pro-rated hourly rate for the first four (4) hours and double time thereafter.

6.06

An employee requested to work overtime beyond the regular work day shall be allowed a one-half (1/2) 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. An employee called in to work other than listed above shall be guaranteed a minimum of four (4) hours paid.

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

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

6.10

Shift Premium

Shift premiums will be paid for all hours worked on any shift that contains four (4) hours of work between the hours of 00:00 and 04:00, including part-time regular shifts, at the rate of \$1.00 premium for each such hour worked.

6.11

Shift and Overtime Allocation

Additional shifts or hours when required will be allocated on the following basis: Any hours available will be referred to part-time regular employees in order of their seniority to a maximum of either five (5) shifts or forty (40) hours per week. In the event that overtime is to be allocated which is in addition to the above, the overtime

hours will be offered to full-time employees at a premium rate. Such overtime will be offered to qualified and able employees as determined by the ~~Company~~ Employer (subject to Article 4.01) in order of seniority to a maximum of one (1) overtime shift per week unless there is no other employee available to cover such overtime.

6.12

**In the event that the overtime is made necessary by a vacancy in a higher paying category, the work will be offered to lower rated employees on that shift provided they are qualified able and by seniority as determined by the Employer (subject to Article 4.01) the part-time employee or casual employee will then fill in on the lower paying category.**

6.13

**Call in for casual and part-time employees for additional shifts or hours shall be done on a seniority basis as follows: the Employer shall call qualified and able as determined by the Employer (subject to Article 4.01) employees on a seniority basis until reaching an available employee, and then wait a cumulative total of 10 (ten) minutes for all return calls from employees with greater seniority before assigning the additional shift or hours to the available employee(s).**

6.14

The weekly schedule shall be covered without any delay on the Tuesday prior to the week of the schedule. Any shift covered at that time on the schedule shall be subject to operational requirements and be worked as scheduled.

## ARTICLE 7 – STATUTORY HOLIDAYS

### 7.01

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

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government.

The Employer further agrees that should one of the above Statutory Holidays fall on a regular scheduled day(s) off, the employee shall receive an additional day or day(s) off, with pay.

### 7.02

- a) Work performed by an employee on the above Statutory Holidays, will be paid for at the rate of one hundred and fifty (150%) per cent of the employee's regular rate of pay, in addition to another day off with pay for that day. Any employee who qualifies for Statutory Holiday pay at the rate of one hundred and fifty (150%) per cent of the employee's regular pay and an additional day off may, at the employee's option, instead elect to receive two hundred and fifty (250%) per cent of the employee's regular rate of pay for such Statutory Holiday. The choice of a specific day off or the monetary option must be designated within seven (7) days prior to the Statutory Holiday. Employees commencing a shift on a Statutory Holiday shall be paid at the premium rate for all hours worked on the shift.
- b) All time worked by a full-time employee on a day granted in lieu of the Statutory Holiday, as provided in Article 7.01 above, shall be considered overtime and paid at one hundred and fifty (150%) per cent of the employee's pro-rated hourly rate.
- c) Should one of the Statutory Holidays designated in the foregoing Article 7.01 fall on a part-time regular or casual employee's scheduled day(s) off, that employee shall receive a full day's pay for the Statutory Holiday provided the employee has worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Statutory Holiday.
- d) Should a Part-time or Casual employee be required to work on a Statutory Holiday as per Article 7.01 above, the rate of pay shall be one hundred and fifty (150%) per cent of the employee's regular rate of pay, and if the

employee qualifies by working fifteen (15) of the prior thirty (30) calendar days as per Article 7.02(c) above they shall also receive another day off with pay.

- e) Employees on STD or LTD shall not be entitled to a day off in lieu of any statutory holidays that fall within their period of benefit entitlement.

7.03

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

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

7.04

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

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

7.05

In the event any of the holidays enumerated in the foregoing Article 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.

7.06

Employees, by seniority, may decline to perform work on any regularly scheduled shift which falls on any Statutory Holiday, but employees with the least seniority in the bargaining unit cannot decline to work on such Statutory Holiday.

7.07

Employees required to work New Year's Eve on shifts starting from 12 noon to 12 midnight and do not qualify for Statutory Holiday pay shall receive a one hundred (\$100) dollar bonus.

## ARTICLE 8 – ANNUAL VACATIONS

All 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 their first (1st) year of employment, an employee shall be entitled to receive a paid vacation of one (1) week, which if taken, will be deducted from their total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- b) Each employee who completes one (1) years service shall receive a paid vacation of two (2) weeks, subject to (a) above. Payment for such vacation shall be a current salary or four per cent (4%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.02

All employees shall be entitled to three (3) weeks paid vacation after two (2) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or six per cent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.03

**All employees shall be entitled to four (4) weeks 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 per cent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.04

All employees shall be entitled to five (5) weeks paid vacation after twelve (12) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or ten per cent (10%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.05

All employees shall be entitled to six (6) weeks paid vacation after seventeen (17) years service and in each year thereafter. Pay for such vacation shall be at the employee's current salary or twelve per cent (12%) of gross earnings for the period in which vacation was earned, whichever is greater.

8.06

Part-time and casual employees vacation periods will be pro-rated as per this Schedule. Payment shall be based on the above years of service and percentage associated with each entitlement. Ie: an employee after 2 years of service shall be entitled to (3) weeks' vacation of their part time shift or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.



8.07

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.

8.08

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. Unused vacation may be banked with prior approval, one (1) week maximum.

8.09

**The Employer shall post the vacation schedule on or before November 1<sup>st</sup> of each year. All employees will submit three (3) preferences in writing by November 15<sup>th</sup> of that year. An employee who fails to submit the three (3) vacation preferences by the deadline of November 15 shall forfeit their seniority rights for the purpose of bidding on that vacation year.**

8.10

Anniversary Date

Vacation pay will be paid prior to the employee taking vacation. The same tax rate will be applied to vacation pay as to the regular payroll cheque. Vacation pay will be paid out on an employee's anniversary date based on a per cent of gross earnings for the period in which vacation was earned. In the event the employee's current salary is greater than the per cent paid out on the anniversary date, the Employer will pay out the difference prior to the employee taking their vacation or at the end of the calendar year whichever first occurs. The Employer will provide a statement of the total earnings upon which the vacation pay has been calculated.

8.11

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

## 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 Employer's work requirements will allow for such leave. The Union will reimburse the employer for wages and benefits within six (6) week of receiving the employers invoice for employees on Union leave.

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

### 9.02 Compassionate Leave

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

### 9.03 Leave of Absence

- a) Employees who have completed two (2) or more years of service with the Employer may apply for and receive, at the discretion of the Employer and where practical, leave of absence up to one (1) week, without pay, to be taken in an unbroken sequence. Such request shall not be unreasonably denied.
- b) Employees who have completed three (3) years or more of service shall, at the discretion of the Employer and where practical, may receive up to one (1) month leave of absence without pay, annually. Such leave shall be taken in an unbroken sequence. Such request shall not be unreasonably denied.
- c) All leave of absences will be subject to operation requirements.
- d) No employee on an approved leave of absence shall do so to accept gainful employment unless authorized by the Company, such employee shall be subject to termination upon proof of the same.
- e) An employee on leave of absence under Article 9.03 (b) shall be responsible for any benefit costs associated with the leave.

### 9.04 Court Duty Pay

An employee summoned to Jury Duty or subpoenaed by the Crown shall be paid wages amounting to the difference between the amount paid them for jury service

and the amount they would have earned, had they worked on such days.

Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return-to-work within a reasonable period of time.

They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed regular working hours for purpose of establishing the basic work day.

Any time worked in excess of the employee's basic work day, shall be considered overtime and paid as such.

The Employer shall not be required to make up the difference between Jury Duty and regular daily pay for Jury Duty, in excess of two (2) continuous weeks.

9.05 Maternity, Parental and Adoption Leave

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

9.06

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

**ARTICLE 10 — SICK LEAVE, WELFARE PLANS AND PENSION PLAN**

10.01

Casual employees shall receive five paid sick leave days on January 1 of each year. Any employees who are hired after January 10 shall receive five paid sick leave days after ninety (90) calendar days. The entitlement shall be amended to accordance with any improvements in the *Employee Standards Act*.

10.02

Sick Leave

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

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

b) **Part-Time Employees**

Shall accrue sick leave on a pro rata basis. Sick leave shall only accrue on regular shifts successfully bid on the semi-annual shift bid and on any successfully bid temporary shifts (eg. replacement for vacation, wage indemnity or W.C.B.). Similarly, sick leave may only be used on such successfully bid regular or temporary shifts.

Pro rata accrual shall be calculated by adding the number of hours worked in the above circumstances in a two week period and dividing the total by 80.0 hours (the regular full-time hours). The resulting fraction will be the part of an eight (8) hour day to be accrued. Notwithstanding the above, Part-Time Regular employees shall be eligible for a minimum of five (5) paid sick days per calendar year.

c) **Full-Time Shift Reduction Treatment**

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

d) **Medical Certificate Requirement**

If an absence due to sickness exceeds five (5) working days, a medical certificate on the prescribed form will be required. If an employee is involved in frequent short-term absences less than 5 days in duration, (more than four (4) in a twelve (12) month period) a medical certificate on the prescribed form will be required, for the next absence. The Employer will pay any physician's charges levied for the completion of the prescribed form a receipt shall be provided to receive reimbursement.

10.03

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

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

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

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

10.04

Add provisions for Union pension plan paid by the Employer at the rate of \$.20 cents per hour worked for all full-time regular employees effective July 1, 2011.

## **ARTICLE 11 – WAGES AND JOB CLASSIFICATIONS**

11.01

- a) 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.
- b) This Agreement provides that the Employer in co-operation with the Union agrees to have job descriptions for all positions in the bargaining unit completed within one (1) year of signing of this contract.

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 Employer.

Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A".

11.03

Any position not covered by Appendix "A" or new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiations and agreement between the Employer and the Union with respect to classification and salary for the position in question.

In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 18 and 19 and 20 of this

Agreement.

11.04

The Employer recognizes equal pay for equal work.

11.05

**Employees providing training as a Calltaker or VCO will receive a \$1.00 premium on their respective rates. The selection of a trainer is at the discretion of the Employer.**

## **ARTICLE 12 — JOB POSTING, PROMOTIONS AND TRANSFERS**

12.01

**It is the intention of the Employer to fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications and ability as determined by the Employer (subject to Article 4.01) to fill the vacant position.**

12.02

Job Vacancies

Notice of all job vacancies, shall be posted within seven (7) days of vacancy occurring, on the office bulletin board for seventy-two (72) hours and will include job title, job group and brief description of the job duties and qualification required. Those employees who make application during this seventy-two (72) hour period will be considered for the job. Those employees who are on vacation or leave of absence can submit their interest in writing for a particular type of posting before they are on vacation or leave of absence. The employees may elect to have the postings e-mailed to an e-mail address that they supply to the Employer. Where an employee who has submitted an interest for a position, and will be awarded that position upon their return, the Employer may temporarily fill that position at its discretion. In the case of an employee receiving an e-mail notification the employee will have 72 hours to respond from the date the e-mail is originally sent.

Where a vacancy has not been filled from within the bargaining unit or from the recall list, the Union will have the right to refer qualified and able as determined by the Employer (subject to Article 4.01) employees from its unemployed roster.

12.03

Temporary Vacancies

All vacancies created by vacations of more than two (2) weeks shall be posted twice in the year, once immediately after the vacation schedules pursuant to Article 6 are posted on January 15th and filled, and again immediately after the schedules have been posted and filled on July 15th.

Temporary vacancies created by temporary leaves of absence of more than two (2) weeks, maternity and parental leave shall be posted.

The filing of such vacancies shall be limited to a two bid process i.e. (successful bidders position is posted) thereafter the Employer can fill the resultant temporary vacancy caused by the original and subsequent postings as required.

Notwithstanding the above, an employee may apply for an entitled vacation in January that may cover a period up to December 31st of that year.

All other temporary vacancies of more than two (2) weeks are subject to posting as provided in this article.

12.04 Promotions

Promotion is hereby defined as a move from a lower paid job group to a higher paid job group. Promotion shall be made on the basis of seniority, ability and qualifications as determined by the Employer (subject to Article 4.01). In the event two or more employees have the same relative ability and qualifications as determined by the Employer (subject to Article 4.01), the employee with the greatest seniority shall be selected.

12.05

An employee promoted to a higher paid position shall be on trial for the first three hundred sixty (360) hours unless extended by mutual agreement between the Employer and the Union. If during the trial period the employee is considered to be unsuitable, the employee shall be returned to their former position plus any increments which he/she may have been entitled to had the employee not been promoted.

12.06

An employee assigned to a higher paid job classification or temporarily replacing another employee in such higher paid classification, shall be paid at the higher rate for the period so employed.

12.07 Transfers

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

12.08

All shifts will be re-posted every six (6) months from the date of the first posting under this contract. Where a full-time regular employee has not attained the necessary level of ability enabling him/her to bid for a desired job the Employer agrees to provide sufficient training during their regular working hours such that the person will be able to bid at the time of the next regular six (6) month posting.

**ARTICLE 13 — LAYOFF, RECALL AND SEVERANCE**

13.01 Layoff Procedure

If a reduction of 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 full-time 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 full-time regular or part-time regular employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year. The recall period may be extended by mutual agreement between the Parties.

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. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

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 one (1) year and more with the Employer, who are terminated due to consolidation, reduction of office staff, suspension of business or changes in procedures.

The amount of severance pay shall be two (2) weeks at the employee's current regular salary for each year of service, to a maximum of ten (10) years of service and three (3) weeks for over ten (10) years of service to a maximum of twenty (20) years of service. Severance pay shall be pro-rated for part-time employees.

## 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 Employer and its predecessors, as a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

14.03

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

14.04

Full-Time Regular List

Full-time regular employees shall have their seniority records kept on the full-time list in order of original date of employment.

14.05

Part-Time Regular/Casual List

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

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

14.06

Part-Time Regular Employees

Any part-time regular employee with the seniority and the ability can take a regular job if it should become vacant. Part-time seniority may be used for purposes of promotions, lateral transfers, demotions due to reductions of staff exercising "bumping privileges", bidding on the semi-annual posting and on temporary shifts and to be called according to seniority to fill individuals shift openings as and when they arise.

14.07

Casual Employees

Any casual employee with the seniority and ability can take a regular job if it should become vacant. Casual seniority may be used for purposes of promotions, lateral transfers, demotions due to reductions of staff exercising "bumping privileges", bidding on the semi-annual posting and on temporary shifts and to be called according to seniority to fill individuals shift openings as and when they arise.

14.08

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.

14.09

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.

14.10

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

14.11

Within the office, the Employer shall post and maintain separate seniority listings for the regular full-time and the part-time/casual 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 Employer.

Any employee wishing to protest their seniority must do so by formally reducing their protest to writing and submitting same to the Employer and the Union within thirty (30) days of the posting of the said listings.

14.12

#### Shift Bidding

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

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

## **ARTICLE 15 – DISCHARGE AND TERMINATION**

15.01

It is hereby agreed that the Employer has the right to discharge an employee for reasonable and sufficient cause. The Employer agrees to advise the Union of any such discharge and the reasons therefore at time of such action.

It recognized, by the Parties, that consistent refusal of casual work may result in termination.

15.02

If an employee is to be terminated, except as provided in Article 15.01 above, said employee shall receive two (2) weeks notice prior to the date of termination, or two

(2) weeks wages in lieu of notice. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee where possible, shall give the Employer two (2) weeks notice of intention to terminate service.

15.03

If upon joint investigation by the Union and the Employer, or by decision of an Arbitration Board so appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to their former position without any loss of seniority or rank, and shall suffer no reduction in salary or reinstated with discipline as substituted by the arbitration board. Compensation for salary lost by such employee shall be as mutually agreed between the Employer and the Union or as determined by arbitration.

## **ARTICLE 16 – TECHNOLOGICAL OR PROCEDURAL CHANGES**

16.01

The Employer will provide the Union with at least three (3) months notice of intention to introduce or improve automation, equipment or procedures and/or mergers with other Companies which might result in displacement or reduction of reduction of hours for the bargaining unit members.

16.02

In cases where employees are not trainable for available positions or where other positions with the Employer are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. An employee on recall under this article, shall receive all the benefits which the employee had accrued during employment at the end of the recall period, or at such earlier time as the employee may elect to terminate.

16.03

A specified extension of the recall period, where recall is applied under Article 16.02 above, may be mutually agreed by the employee and the Employer, 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

The Employer agrees to guarantee a minimum of six (6) full-time regular employees. Such employment shall be determined in accordance with the semi-annual shift bid (Article 12.07).

16.06

The Employer agrees to supply full and complete information to the Union as may be required to ensure the proper operation of this Article.

16.07

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

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

## **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

Picket Lines

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

17.04

Bulletin Boards

A Bulletin Board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union activities. A copy of each notice shall be submitted to the Employer before being posted. This Bulletin Board shall be used for notices by the Employer or the Union.

17.05

Health and Safety

The Employer agrees to provide a safe, properly lighted, heated and ventilated place of work with restrooms and first aid facilities as required by applicable federal and provincial statute.

The Employer further agrees to provide a healthful work environment for all employees (and proper protection for pregnant female employees where V.D.T.'s or similar technology is on the Employer's premises).

Pursuant to Division 4 of the Workers Compensation Act there shall be established at the workplace a Joint Health and Safety Committee comprising of equal appointees by the Employer and 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.

17.06 Pay Cheques

All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, wages earned by such employees by midnight of the Saturday preceding such bi-weekly pay day. All regular pay will be issued by direct deposit to the employee's bank of choice. Pay shall be deposited to the Central Clearing House for Banking no-later than midnight on the following Wednesday. Employees will receive a statement no later than 4:00 pm on the day of deposit to the Central Clearing House for Banking unless a Statutory Holiday occurs in that succeeding week, in which case pay statement shall be delivered no-later than Thursday 4:00 pm.

It is agreed that should an error been made the employee can request a cheque for the deficiency and be paid expeditiously.

17.07

Management personnel and shareholders are allowed to serve as Calltaker, Chief Calltaker, and/or Voice Channel Operator only on an emergency until a qualified employee arrives or during a sudden, unexpected surge in business or not more than two (2) hours duration, or until a bargaining unit member can report for work.

17.08

A Labour Management Relations Committee shall be appointed consisting of Representatives from the Union and the Employer. **The Committee shall meet on the request of either Party for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Union and the Employer. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked. Minutes of all meetings will be kept on file.**

17.09 Disciplinary Letters

All Disciplinary Letters shall be maintained on an employee's file and submitted to the Union for a period of 12 months from the date of issuance.

An employee that is subject to further disciplinary actions within the 12 month period of an existing disciplinary letter shall have the original disciplinary letter extended on file to the maximum of 24 months. The Employer shall notify the Union of such extensions.

Any employee will be given the opportunity on ten (10) calendar days notice to the Employer to review their personnel file.

17.10

The Employer will arrange to install an intercom – electric lock system to allow access by the front door to employees reporting to work during the period that the front door is normally locked.

17.11

VDT'S

It shall be the Employer's responsibility to ensure that the VDT equipment meets all the WCB and Federal Government safety standards.

17.12

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

17.13

Transportation on Emergency Call-In

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

Emergency Shift Availability

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

17.14

Transportation

The Employer is going to look at this in-house and establish some parameters on call-in's but it would not apply to anyone bidding on a shift.

17.15

The Employer will provide a proper training period of up to three (3) days for employees on a one-on-one basis with the trainer. When training is in progress the trainer's position will be covered by backfilling. Determination to backfill for the trainer shall be done by decision between the trainer and the Dispatch Manager.

17.16

The Employer agrees to provide employees with parking on the Employer's property.

17.17

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 including abuse or vandalism of employer equipment, and such equipment shall not be installed for any purpose in the employee's lunch rooms, rest areas or personal hygiene facilities.

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

17.18

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

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



## 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 Employer and any employee or employees bound by this Collective Agreement, or between the Employer and the Union.

18.02

Grievances or complaints shall be settled in the following manner:

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

### **STEP 1:**

The employee involved shall first take up the grievance with the 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 Employer, within the next ten (10) working days.

### **STEP 3(a):**

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

### **STEP 3(b):**

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

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

18.03

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

## **ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION NON-BINDING**

### 19.01

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Ken Saunders, 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 Employer agree to avail themselves of preventative mediation.

### 19.03

Notwithstanding the other processes outlined in this Article, the Parties may agree to participate in an alternate dispute resolution process. The process employs the caucus model and may be changed by mutual agreement of the Parties.

The Parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 18 of the Collective Agreement.

- a) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
- b) The Parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- d) The offices of Union or Yellow Cab will be used for the process on an alternating basis.
- e) The Union will designate and use an elected officer or Union representative. The Employer will use employees of their Employer

Relations Department. Legal counsel will not be used during the hearing by either party.

- f) The Parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- g) The Parties and the Arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- h) Within one week of the hearing, the Parties will provide an agreed statement of facts to the Arbitrator.
- i) Wherever possible the Arbitrator will attempt to mediate a settlement between the Parties. The Arbitrator shall have no authority to amend or alter the terms of the Collective Agreement.
- j) In such case that the Arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- k) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The Arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- l) Procedure Guidelines:
- m)
  - 1. The Opening Statement: This should set out the case from each party's perspective. The Arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - 2. The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
  - 3. The Argument: The Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the Arbitrator.
  - 4. The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with the Parties to explain the framework of the Arbitrator's decision, the Parties are provided with an opportunity to influence the exact terms of resolution.

Within the framework of settlement as outlined by the Arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

- n) This agreement is without prejudice to the Parties' application and interpretation of Article 3.
- o) The Parties will attempt to pre-schedule one (1) day hearings quarterly.

## **ARTICLE 20 – SINGLE ARBITRATOR**

### **20.01**

As an alternative procedure to Article 19, the Parties to this Agreement may, if it is mutually agreed to do so, 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 Step 3 of Article 18.02. 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. An extension may be mutually agreed between the Parties.

### **20.04**

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make their 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 their 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 (1/2) the remuneration and disbursements or expenses of the Arbitrator.

**ARTICLE 21 – DURATION**

21.01

- a) This Agreement shall be in full force and effect on and after the 1st day of July 2022, to and including the 30th day of June 2025. After the expiry date of the Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement. If written notice is given by a Party hereto, the other Party to the Agreement shall be required to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- b) Where such notice is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed and executed or the Union commences strike action or the Employer commences a lock-out whichever first occurs.

21.02

It is mutually agreed by the Parties to exclude from this Agreement the operation of Section 50(2) and 50(3) of the Labour Relations Code.

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 force and effect.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

\_\_\_\_\_  
Kulwant Sahota, President  
BC Computerized Dispatch

\_\_\_\_\_  
Anny Chen, Union Representative  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

\_\_\_\_\_  
Carolyn Bauer, General Manager  
BC Computerized Dispatch

\_\_\_\_\_  
Karandeep Goraya  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

**APPENDIX "A"**

**JOB CLASSIFICATIONS  
and  
HOURLY RATES**

<b>Full-Time and Part-Time Regular</b>	<b><u>July 1, 2022 Hourly Wage (3%)</u></b>	<b><u>July 1, 2023 Hourly Wage (5%)</u></b>	<b><u>July 1, 2024 Hourly Wage (3.25%)</u></b>
Calltaker 1 (0-360 hours)	<u>17.86</u>	<u>18.75</u>	<u>19.36</u>
Calltaker 2 (361-600 hours)	<u>18.97</u>	<u>19.02</u>	<u>19.64</u>
Calltaker 3 (over 600 hours)	<u>21.29</u>	<u>21.98</u>	<u>22.70</u>
Voice Channel Op.	<u>25.80</u>	<u>27.09</u>	<u>27.97</u>
Graveyard prem.	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
<b>CASUALS</b>			
Calltaker 1 (0-360 hours)	<u>17.13</u>	<u>17.99</u>	<u>18.57</u>
Calltaker 2 (361-600 hours)	<u>18.03</u>	<u>18.93</u>	<u>19.55</u>
Calltaker 3 (over 600 hours)	<u>20.50</u>	<u>21.53</u>	<u>22.22</u>
Voice Channel Op.	<u>24.87</u>	<u>26.11</u>	<u>26.96</u>

## APPENDIX "B"

### MEDICAL AND SURGICAL PLAN

The Employer agrees to provide the Medical Services Plan for BC as outlined below:

1. Participation in the Plan by each regular employee (including part-time regular employees who have been awarded a semi-annual shift of twenty (20) hours per week or more) covered by this Agreement is a condition of employment unless such employee is covered elsewhere under the provisions of another Health and Welfare Program.
2. Coverage for all eligible employees (and their dependants) shall commence the first month following employment.
3. Benefits shall be as outlined in the Medical Services Commission Act and Regulations.

All other benefits hereinafter listed:

1. To be Eligible for coverage the employees must meet all of the following criteria while working for the Employer:
  - Are permanently employed
  - Are actively at work
  - Are regularly working at least twenty (20) hours per week
  - Are living in Canada
  - Cannot be employed on a contract or seasonal basis, unless permitted otherwise in this proposal
2. Eligible dependents of your employees:
  - Include the employee's spouse by marriage or under the formal Union recognized by law, or a person of the opposite sex or of the same sex who is publicly represented as the employee's spouse. Only one person at a time can be covered as the employee's spouse.
  - Include the employee and spouse's children who are not married or in any other formal Union recognized by the law, until age 21 or 25 if a full-time student, and are entirely dependent on the employee for support.
  - Excludes those who are hospitalized on the date their coverage would otherwise have begun under this plan (coverage will commence following their release from the hospital).
  - Must live in Canada
3. Other eligibility requirements applicable to your employees and their dependents:
  - To qualify for Extended Health Care coverage, an insured must also be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.
  - SERVICE WAITING PERIOD – three (3) months of continuous employment.

- Refusal of Extended Health Care and Dental is allowed when duplicate coverage exists for an insured; all other benefits are available as a package and cannot be individually selected by the employees.
  - Basic earnings are the employee's salary from the Employer not including any bonus, overtime or incentive pay with the exception of Short Term Disability when these amounts are needed to conform with Employment Insurance Regulations.
4. Survivor Benefit - Dependent coverage continues for twenty-four (24) months without premiums after an employee's death.

#### **EMPLOYEE LIFE**

Amount of coverage	\$15,000
Coverage reduced	By 50% at age 65
Coverage ends	When employee retires or reaches age 70, whichever is earlier
Conversion	Maximum - \$200,000 or higher if required due to Provincial Legislation
Waiver premium	Automatic approval when LTD approved by (Sun Life); otherwise, any occupation and six (6) month elimination period applies

#### **ACCIDENTAL DEATH and DISMEMBERMENT**

Amount of coverage	Equal to Employee Life coverage Dismemberment from 25% to 200% of insured depending on loss
Additional coverage	Repatriation & Rehabilitation – maximum - \$10,000 each Spouse Occupational Training, Child Education & Family Transportation - maximum \$5,000 each
Conversion	Maximum - \$200,000, or higher if required due to Provincial Legislation, only available with Life Conversion
Waiver of Premium	Automatic approval when Employee Life waiver of Premium approved
Exclusions	Accidents caused by self-inflicted injuries, drug overdose, Carbon monoxide inhalation, suicide, flying unless solely as a passenger, parachuting, criminal offences, Civil commotions, riots, insurrections or through the Armed Forces
Common accident	\$3,000,000 aggregate liability from all AD & D losses on The Plan

#### **SHORT – TERM DISABILITY**



Amount of coverage	70% of weekly basic earnings, Maximum benefit -\$800
Payments begin	Accident – 1 <sup>st</sup> day of total disability Illness – 8 <sup>th</sup> day of uninterrupted total disability
Payment basis	Calendar days – 1/7 <sup>th</sup>
Definition of total disability	The employee’s own occupation
Offsets – Direct	Motor vehicle insurance, other group plans, salary Continuance All source maximum – 85%
Recurrent disability	Two (2) weeks
Rehabilitation	100% all source maximum benefit period
Maximum benefit period	Seventeen (17) weeks
Payment frequency	Weekly
Tax status	Taxable benefit
Coverage ends	When employee retires or reaches 70, whichever is earlier
Exclusions	Self-inflicted injuries, attempted suicide, criminal offences, riots, insurrections, civil commotions, hostile actions of any armed forces, imprisonment or if benefits are payable under any Worker’s Compensation Act or similar legislation

**LONG - TERM DISABILITY**

Amount of coverage	66.67% of monthly basic earnings Maximum benefit - \$2,000
Payments begin	After a four (4) month elimination period of total disability
Maximum benefit period	Two (2) years or when the employee reaches age 65, whichever is earlier
Payment basis	Calendar days – 1/30 <sup>th</sup>
Definition of total disability	First 2 years – the employee’s own occupation Afterwards – any occupation

Partial disability	Own occupation period; 100% all source
Recurrent disabilities	Six (6) months
Rehabilitation	100% all source maximum
Offsets	Direct – the gross amount of: Employee CPP/QPP, WSIB/CSST, motor vehicle insurance, other group plans, Association plans employer funded retirement plan And any other government plan Indirect – Criminal injuries Compensation Act All source maximum – 85%
Survivor benefit	Three (3) times the employee’s last monthly Long – Term Disability payment
Exclusions	Disabilities caused by self-inflicted injuries, attempted suicide, criminal offences, riots, insurrections, Civil commotions, hostile actions of any armed forces or when imprisoned

Pre – existing condition Thirteen (13) weeks if treatment free, otherwise 12 months

Tax status Taxable benefit

Coverage ends When employee retires or reaches age 65, whichever is earlier

**EXTENDED HEALTH CARE**

Benefit year equals Calendar year

Deductible per benefit year Individual - \$25 / Family - \$50  
Does not apply to in-province-hospital, drugs and vision care

Reimbursement level:  
In-province hospital 100% - semi-private hospital room  
Convalescent hospital - \$20 per day for a maximum of 180 days

Prescription drugs 80% - drug card plan 64  
Positive enrolment – claims paid only for enrolled  
Dependants, maximum \$10,000 per person each benefit year  
Includes: Fertility drugs – lifetime maximum \$2,400  
Over the counter vaccines  
Excludes: Smoking cessation products  
Over-the-counter drugs  
Sexual dysfunction drugs

Out-of-province expenses	Emergency services – 100% Referred services – 80% Subject to a 60 day limit per trip Expenses incurred for emergency services outside of Canada are subject to a lifetime maximum of \$3,000,000 Per person or, if lower, the plan lifetime maximum as specified below
Medical services & equipment	80% Private duty nurse – maximum \$25,000 over three (3) benefit years Hearing aids – maximum \$500 over five (5) benefit years Ambulance services, emergency dental services, some laboratory tests, diabetic supplies, oxygen and specific medical supplies and equipment Orthotic inserts – maximum \$300 per benefit year Orthopaedic shoes – maximum \$500 per benefit year Glucometers – lifetime maximum \$700 Eye exams – one (1) over two (2) benefit years, per visit maximum - reasonable and customary
Paramedical services	80% - maximum of \$300 per benefit year for each specialty Per visit limit – reasonable and customary
Includes:	Physiotherapist, osteopath, podiatrist/chiroprapist, chiropractor, speech therapist, acupuncturist, naturopath, audiologist, dietician, occupational therapist, psychologist/social worker and massage therapist
Vision care	100% - maximum of \$200 in any twelve (12) month period for a person under age 18 or in any twenty-four (24) month period for any other person Eyeglasses, contact lenses or laser eye correction surgery
Lifetime maximum	Unlimited
Emergency Travel Assistance	Sixty (60) days per trip travel limitation
Total disability coverage	Maximum of ninety (90) days after coverage ends
Conversion	Included
Coverage ends	When employee retires or reaches age 75, whichever is earlier

## **DENTAL**

Benefit year equals	Calendar year
---------------------	---------------

Plan design	Multident plus Recall frequency – six (6) months Composite white fillings – all teeth Peridontal scaling – 10 units Fluoride – all insureds
Deductible	None
Reimbursement level	
Preventive procedures	100% - Exams, x-rays, lab tests, cleanings, scaling, fluoride, disking (under age 19), oral hygiene instruction and space maintainers
Basic procedures	100% - fillings, extractions, pit and fissure sealants (under age 19), root canals, local anesthesia, gum Surgery and repairs, relining and rebasing of dentures
Major procedures	50% - Crowns, veneers, fixed bridges, dentures, inlays, onlays and gold foil restorations Missing tooth limitation – applies
Benefit year maximum	Preventive, Basic and Major procedures - \$3,000 per person
Lifetime maximum	TMJ - \$1,000 per person
Fee guide	The fee guide for general practitioners in the employee’s province of residence
Adjudication basis	Least expensive alternative procedure
Coverage ends	When employee retires or reaches age 75, whichever is earlier

**LETTER OF UNDERSTANDING #1**

BETWEEN:

BC Computerized Dispatch Company Ltd.

AND

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

The Employer will maintain, as required by WCB, a First-Aid Attendant who will be paid fifty cents (50¢) per hour premium.

It is understood that the First-Aid Attendant who receives the fifty cents (50¢) per hour premium shall be awarded on the basis of seniority and will be paid to that employee only.

This Letter of Understanding will remain in full force and effect from agreement to agreement unless amended by the collective bargaining.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SIGNED ON BEHALF OF THE EMPLOYER

*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION

*Party of the Second Part;*

\_\_\_\_\_  
Kulwant Sihota, President  
BC Computerized Dispatch

\_\_\_\_\_  
Kevin Payne, Union Representative  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

\_\_\_\_\_  
Carolyn Bauer, General Manager  
BC Computerized Dispatch

\_\_\_\_\_  
Tim Weigelt  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

\_\_\_\_\_  
Trisha Chenatte  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

**LETTER OF UNDERSTANDING #2**

BETWEEN:

BC Computerized Dispatch Company Ltd.

AND

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

**Re: Reservations Assistant for Limo Jet Gold and Handy Dart**

**Without prejudice**

The Parties hereby agree to apply the new Job Description and Qualifications for the position of Reservations Assistant for Limo Jet Gold and Handy Dart.

Due to the fact that Limo Jet Gold is currently up for sale, should a sale of Limo Jet Gold go through the description will be amended to cover the Handy Dart duties, if the sale does not proceed and Limo Jet Gold continues it's operation the Parties agree to make the appropriate application to the Labour Relation Board to add Limo Jet Gold to the current bargaining Certificate.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
Kulwant Sihota, President  
BC Computerized Dispatch

\_\_\_\_\_  
Kevin Payne, Union Representative  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

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Carolyn Bauer, General Manager  
BC Computerized Dispatch

\_\_\_\_\_  
Tim Weigelt  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

\_\_\_\_\_  
Trisha Chenatte  
MoveUP, Local 378 of the Canadian Office and  
Professional Employees Union

## **JOB DESCRIPTION**

**JOB TITLE:** Reservations Assistant FOR Limojet Gold and Handy Dart

**DEPARTMENT:** Limojet Gold (Side Office)

**LOCATION:** 1441 Clark Drive

**RESPONSIBLE TO:** General Manager, Operations Manager

### **PRIMARY PURPOSE OF JOB**

To maximize on revenue for Limojet Gold, through the effective selling of Limousine / Sedan Trips and efficient administration within the department.

To insure quality performance of all trips for Handy Dart.

### **SUMMARY OF DUTIES AND RESPONSIBILITIES:**

1. To ensure that all reservations are dealt with in an efficient and pleasant manner and to check all correspondence in connection with reservations and deal with accordingly.
2. To be fully conversant with the facilities, services and special promotions offered to the hotels, travel agents, convention centre, Airport, Cruise Terminal etc... to pass on information to the guest in order to maximize sales.
3. To be fully conversant with booking systems, Mobile Knowledge, Pathfinder and Trapeze.
4. To maintain filing and filing systems at all times.
5. To communicate relevant sales and VIP information to the General Manager and or Operations Manager.
6. To be able to offer/sell an alternative i.e. different vehicle, if we are unable to offer the Customers what they require.
7. To maintain a good working relationship with all customers and colleagues.
8. To check flight tracker on a daily basis and inform drivers of changes accordingly.
9. To check daily schedule and future business list to ensure that all relevant information has been entered into the system.
10. To check and produce relevant back up for all ~~Company~~ Employer invoices.
11. To check and accurately maintain all customer profiles.
12. To produce monthly trip reports.
13. To confirm reservations and enclose local attraction and hotel information, if necessary and applicable.
14. To complete a full handover and the beginning and end of your shift to the next person coming on duty.
15. To assist with morning meetings and operations meeting on a monthly basis including and not limited to visits to hotels and travel agents.
16. To assist in the area of commissions paid to clients.
17. To work with Handy Dart, to enter all trips received from the Trapeze System into the Pathfinder System.

18. Must have extensive knowledge of the City and Surrounding area and must be able to organize multiple pick-ups for Handy dart using the shortest possible routes. To monitor all trips from Handy Dart while on your shift to insure pick up and drop off times are recorded on the Trapeze Software. To communicate with operators via the radio and computer systems.
19. To communicate daily with Handy Dart and enter all ASAP trips
20. To comply with and act in accordance with all Employer regulations.
21. To attend all statutory training as & when requested.
22. To arrive at work at the correct time in appropriate business wear.
23. Graveyard to log into pathfinder and answer Yellow Cab phone calls.

This JOB DESCRIPTION is not exhaustive; therefore the job holder may be required, from time to time, to carry out tasks as and when requested by Management.

**PERSON SPECIFICATION:**

- Previous experience within a similar role a must
- Ability to use Microsoft office packages in particular word, excel, Outlook
- Previous working knowledge of Mobile Knowledge and Pathfinder
- Excellent written and verbal communication skills with the ability to deal with a range of people
- Excellent telephone manner with the ability to deal with customers professionally and Courteously
- A keen eye for detail with the ability to prioritise tasks confidently
- Able to work well within a team but to act on own initiative
- Must be able to Multi-task.



**LETTER OF UNDERSTANDING #3**

BETWEEN:

BC Computerized Dispatch Company Ltd.

AND

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

**Re: Return to Work Committee**

In an effort to reduce STD usage the Parties agree to form a committee made up of equal representation of Employer and Union. This committee will work with the insurance carrier to design and implement a return to work program for members on STD.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

SIGNED ON BEHALF OF THE EMPLOYER

*Party of the First Part;*

SIGNED ON BEHALF OF THE UNION

*Party of the Second Part;*

\_\_\_\_\_  
Kulwant Sahota, President  
BC Computerized Dispatch

\_\_\_\_\_  
Kevin Payne, Union Representative  
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Trisha Chenatte  
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