



CONFIDENTIALITY AGREEMENT

The Ministry of Labour is working to propose employment standards and other protections relevant to app-based ride-hail and food-delivery workers (the “project”) and it is necessary to enter into this confidentiality agreement (the “Agreement”).

1. **Lorie Hrycuik** or her delegate, authorized in writing, is the project team lead and is responsible for this Agreement (the “Provincial Government representative”).
2. The Ministry of Labour provides ^{s.22} _____ (the “undersigned”), information and documents, including but not limited to verbal and written information related to ministerial and Cabinet Committee briefings and deliberations relating to the project (the “Confidential Information”), on the basis that the undersigned agrees as follows:
 - a. to use the Confidential Information only for consultation purposes relating to the project and for no other purpose;
 - b. not to disclose that consultation about or work relating to the project has taken place except as provided below;
 - c. not to discuss the project or disclose the contents of the project or the Confidential Information except as provided below;
 - d. not to disclose discussions held in relation to the project or the Confidential Information, including discussions about matters that are or are not included in any draft Bill that is ultimately introduced in the Legislative Assembly or regulations that are ultimately enacted;

Privileged and confidential

- e. to store the Confidential Information so that no other person has access to it;
 - f. not to email the Confidential Information or to transmit it electronically by any system not provided or approved in writing by the Provincial Government representative; and
 - g. upon request by the Provincial Government representative, to:
 - return the Confidential Information to a person specified by the Provincial Government representative; or
 - destroy the Confidential Information and confirm the destruction in writing to a person specified by the Provincial Government representative.
3. The provisions of this Agreement do not apply when:
- a. the information is identified by the Provincial Government representative as not forming part of the Confidential Information;
 - b. the disclosure of Confidential Information is expressly permitted in writing by the Provincial Government representative;
 - c. disclosure is to others who have also signed a confidentiality agreement in relation to the project and have been identified in writing by the Provincial Government representative;
 - d. the disclosure is to Provincial Government staff identified in writing by the Provincial Government representative, to Legal Counsel or Legislative Counsel employed by the Legal Services Branch in the Ministry of Attorney General or to Legal Counsel or Legislative Counsel retained by the Provincial Government in relation to the same legislative and regulatory proposals; or
 - e. the disclosure of the Confidential Information is required by law.
4. This Agreement does not preclude a public acknowledgement that consultation has taken place respecting the proposal generally. For greater certainty, any public acknowledgement must not refer to the existence of or substance of any information or documents provided under this agreement, including draft legislation or regulations. In addition, any public acknowledgement must not indicate or imply that consultation on draft legislation or regulations has taken place.

5. The undersigned acknowledges that:

- a. the Provincial Government claims solicitor-client privilege in relation to all the Confidential Information related to the project that may be provided,
- b. the Confidential Information is protected by Cabinet confidentiality and may be protected by the parliamentary convention of confidentiality of proposed Bills, and
- c. in providing the Confidential Information under the terms of this Agreement, the Ministry of Labour, the Attorney General of British Columbia and His Majesty the King in right of the Province of British Columbia do not intend to waive solicitor-client privilege or to waive, defeat or negate any privilege or confidence, or any other protection provided by law, that applies to the Confidential Information and to the discussions relating to them,

and the undersigned will treat the Confidential Information in such a way as to uphold and maintain those privileges, protections and conventions.

6. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement are ongoing and remain in force indefinitely and that the undersigned may be asked to sign additional confidentiality agreements for specific matters. Where so asked, the undersigned acknowledges and agrees that this Agreement remains in effect and is not replaced by any subsequent confidentiality agreement unless that subsequent confidentiality agreement expressly states it replaces this Agreement.

7. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement apply retroactively to any Confidential Information received and discussions the undersigned was involved in related to the project that happened prior to the signing of this Agreement.

8. The undersigned will immediately notify **Lorie Hrycuik** or her delegate if the undersigned receives a request under the *Freedom of Information and Protection of Privacy Act*, the *Personal Information Protection Act* or similar legislation, or a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any Confidential Information covered by this Agreement.

The undersigned understands, acknowledges, and agrees to all statements in this Agreement and understands and will comply with the commitments outlined in sections 2 (a) to (g), 5, 6, and 8.

s.22

Signature _____

10/24/2023
Date _____

s.22

_____ (Name)



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s.22

Signature

October 24, 2023¹

Date

s.22

_____ (Name)



CONFIDENTIALITY AGREEMENT

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s.22

Signature

10/24/2023

Date

s.22

_____ (Name)



CONFIDENTIALITY AGREEMENT

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s.22

Signature

October 25, 2023
Date

s.22

— (Name)



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Signature

25 Oct 2023

Date

s.22

_____ (Name)

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Signature

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Date

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_____ (Name)



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- c. not to discuss the project or disclose the contents of the project or the Confidential Information except as provided below;
- d. not to disclose discussions held in relation to the project or the Confidential Information, including discussions about matters that are or are not included in any draft Bill that is ultimately introduced in the Legislative Assembly or regulations that are ultimately enacted;

Privileged and confidential

- e. to store the Confidential Information so that no other person has access to it;
 - f. not to email the Confidential Information or to transmit it electronically by any system not provided or approved in writing by the Provincial Government representative; and
 - g. upon request by the Provincial Government representative, to:
 - return the Confidential Information to a person specified by the Provincial Government representative; or
 - destroy the Confidential Information and confirm the destruction in writing to a person specified by the Provincial Government representative.
3. The provisions of this Agreement do not apply when:
- a. the information is identified by the Provincial Government representative as not forming part of the Confidential Information;
 - b. the disclosure of Confidential Information is expressly permitted in writing by the Provincial Government representative;
 - c. disclosure is to others who have also signed a confidentiality agreement in relation to the project and have been identified in writing by the Provincial Government representative;
 - d. the disclosure is to Provincial Government staff identified in writing by the Provincial Government representative, to Legal Counsel or Legislative Counsel employed by the Legal Services Branch in the Ministry of Attorney General or to Legal Counsel or Legislative Counsel retained by the Provincial Government in relation to the same legislative and regulatory proposals; or
 - e. the disclosure of the Confidential Information is required by law.
4. This Agreement does not preclude a public acknowledgement that consultation has taken place respecting the proposal generally. For greater certainty, any public acknowledgement must not refer to the existence of or substance of any information or documents provided under this agreement, including draft legislation or regulations. In addition, any public acknowledgement must not indicate or imply that consultation on draft legislation or regulations has taken place.

5. The undersigned acknowledges that:

- a. the Provincial Government claims solicitor-client privilege in relation to all the Confidential Information related to the project that may be provided,
- b. the Confidential Information is protected by Cabinet confidentiality and may be protected by the parliamentary convention of confidentiality of proposed Bills, and
- c. in providing the Confidential Information under the terms of this Agreement, the Ministry of Labour, the Attorney General of British Columbia and His Majesty the King in right of the Province of British Columbia do not intend to waive solicitor-client privilege or to waive, defeat or negate any privilege or confidence, or any other protection provided by law, that applies to the Confidential Information and to the discussions relating to them,

and the undersigned will treat the Confidential Information in such a way as to uphold and maintain those privileges, protections and conventions.

6. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement are ongoing and remain in force indefinitely and that the undersigned may be asked to sign additional confidentiality agreements for specific matters. Where so asked, the undersigned acknowledges and agrees that this Agreement remains in effect and is not replaced by any subsequent confidentiality agreement unless that subsequent confidentiality agreement expressly states it replaces this Agreement.
7. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement apply retroactively to any Confidential Information received and discussions the undersigned was involved in related to the project that happened prior to the signing of this Agreement.
8. The undersigned will immediately notify **Lorie Hrycuik** or her delegate if the undersigned receives a request under the *Freedom of Information and Protection of Privacy Act*, the *Personal Information Protection Act* or similar legislation, or a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any Confidential Information covered by this Agreement.

The undersigned understands, acknowledges, and agrees to all statements in this Agreement and understands and will comply with the commitments outlined in sections 2 (a) to (g), 5, 6, and 8.

s.22

Signature

October 25, 2023

Date

s.22

_____ (Name)



CONFIDENTIALITY AGREEMENT

The Ministry of Labour is working to propose employment standards and other protections relevant to app-based ride-hail and food-delivery workers (the “project”) and it is necessary to enter into this confidentiality agreement (the “Agreement”).

1. **Lorie Hrycuik** or her delegate, authorized in writing, is the project team lead and is responsible for this Agreement (the “Provincial Government representative”).

s.22

2. The Ministry of Labour provides _____ (the “undersigned”), information and documents, including but not limited to verbal and written information related to ministerial and Cabinet Committee briefings and deliberations relating to the project (the “Confidential Information”), on the basis that the undersigned agrees as follows:

- a. to use the Confidential Information only for consultation purposes relating to the project and for no other purpose;
- b. not to disclose that consultation about or work relating to the project has taken place except as provided below;
- c. not to discuss the project or disclose the contents of the project or the Confidential Information except as provided below;
- d. not to disclose discussions held in relation to the project or the Confidential Information, including discussions about matters that are or are not included in any draft Bill that is ultimately introduced in the Legislative Assembly or regulations that are ultimately enacted;

Privileged and confidential

- e. to store the Confidential Information so that no other person has access to it;
 - f. not to email the Confidential Information or to transmit it electronically by any system not provided or approved in writing by the Provincial Government representative; and
 - g. upon request by the Provincial Government representative, to:
 - return the Confidential Information to a person specified by the Provincial Government representative; or
 - destroy the Confidential Information and confirm the destruction in writing to a person specified by the Provincial Government representative.
3. The provisions of this Agreement do not apply when:
- a. the information is identified by the Provincial Government representative as not forming part of the Confidential Information;
 - b. the disclosure of Confidential Information is expressly permitted in writing by the Provincial Government representative;
 - c. disclosure is to others who have also signed a confidentiality agreement in relation to the project and have been identified in writing by the Provincial Government representative;
 - d. the disclosure is to Provincial Government staff identified in writing by the Provincial Government representative, to Legal Counsel or Legislative Counsel employed by the Legal Services Branch in the Ministry of Attorney General or to Legal Counsel or Legislative Counsel retained by the Provincial Government in relation to the same legislative and regulatory proposals; or
 - e. the disclosure of the Confidential Information is required by law.
4. This Agreement does not preclude a public acknowledgement that consultation has taken place respecting the proposal generally. For greater certainty, any public acknowledgement must not refer to the existence of or substance of any information or documents provided under this agreement, including draft legislation or regulations. In addition, any public acknowledgement must not indicate or imply that consultation on draft legislation or regulations has taken place.

5. The undersigned acknowledges that:

- a. the Provincial Government claims solicitor-client privilege in relation to all the Confidential Information related to the project that may be provided,
- b. the Confidential Information is protected by Cabinet confidentiality and may be protected by the parliamentary convention of confidentiality of proposed Bills, and
- c. in providing the Confidential Information under the terms of this Agreement, the Ministry of Labour, the Attorney General of British Columbia and His Majesty the King in right of the Province of British Columbia do not intend to waive solicitor-client privilege or to waive, defeat or negate any privilege or confidence, or any other protection provided by law, that applies to the Confidential Information and to the discussions relating to them,

and the undersigned will treat the Confidential Information in such a way as to uphold and maintain those privileges, protections and conventions.

6. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement are ongoing and remain in force indefinitely and that the undersigned may be asked to sign additional confidentiality agreements for specific matters. Where so asked, the undersigned acknowledges and agrees that this Agreement remains in effect and is not replaced by any subsequent confidentiality agreement unless that subsequent confidentiality agreement expressly states it replaces this Agreement.

7. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement apply retroactively to any Confidential Information received and discussions the undersigned was involved in related to the project that happened prior to the signing of this Agreement.

8. The undersigned will immediately notify **Lorie Hrycuik** or her delegate if the undersigned receives a request under the *Freedom of Information and Protection of Privacy Act*, the *Personal Information Protection Act* or similar legislation, or a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any Confidential Information covered by this Agreement.

Privileged and confidential

The undersigned understands, acknowledges, and agrees to all statements in this Agreement and understands and will comply with the commitments outlined in sections 2 (a) to (g), 5, 6, and 8.

s.22

Signature

October 25, 2023¹

Date

s.22

_____ (Name)

Page 037 of 311 to/à Page 040 of 311

Withheld pursuant to/removed as

s.13 ; s.21

Page 041 of 311 to/à Page 050 of 311

Withheld pursuant to/removed as

s.13

Page 051 of 311 to/à Page 072 of 311

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s.13 ; s.21

Page 073 of 311 to/à Page 087 of 311

Withheld pursuant to/removed as

s.13

Page 088 of 311 to/à Page 138 of 311

Withheld pursuant to/removed as

s.13 ; s.21



February 9, 2022

Hon. Harry Bains
PO Box 9064, Stn Prov Govt
Victoria, BC, V8W 9E2
LBR.Minister@gov.bc.ca

Delivered by Email

Dear Minister Bains,

On January 27, 2022, UFCW Canada and Uber Canada announced a historic agreement that provides over 100,000 drivers and delivery people on the Uber platform with strong representation. As part of that agreement, we have also agreed to propose a package of government reforms that, if enacted, would significantly improve the quality of app-based work by introducing new benefits while also protecting worker flexibility across the rideshare and delivery industry.

This package of government reforms is driven by what both organizations have heard from drivers and delivery people over the past few years. As the largest private sector union in Canada, UFCW Canada has been listening and collecting feedback while actively organizing drivers and delivery people in British Columbia. Uber Canada, as a leading rideshare and delivery company, has conducted multiple independent research studies and internal roundtables with an extensive sample of drivers and delivery people.

Based on what we heard, UFCW Canada and Uber Canada worked together to develop the following package for Legislative Standards for App-Based Workers:

- **Earning Standard** - App-Based Workers would receive at least 120% of minimum wage during Engaged Time.
- **Benefits Fund** - App-Based Workers who complete at least an average of 20 hours of Engaged Time per week over a given quarter would be entitled to a benefits fund that follows them across their work on multiple platforms. App-based workers who spend more time on platforms should be entitled to more benefits, so the benefits fund scales with time spent on platforms.
- **Notice of Termination** - App-Based Workers would be entitled to notice of termination or pay in lieu.
- **Health and Safety Protections** - App-Based Workers would be entitled to occupational accident coverage that covers injuries sustained during Engaged Time.
- **Representation Rights** - App-Based Workers should be able to access rights including access to joining a union and collective bargaining.

As a first step, this package of legislated protections would immediately and positively impact thousands of app-based workers in British Columbia.

We'll be sharing this package of government reforms with provincial governments across the country this week. Thank you very much for your consideration and we look forward to hearing from you on this and answering any questions you may have.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Paul R. Meinema".

Paul Meinema
National President
UFCW Canada

A handwritten signature in black ink, appearing to read "Laura Miller".

Laura Miller
Head of Public Policy and Communications
Uber Canada

cc:

Amber Hockin, Deputy Chief of Staff, Office of the Premier
Trevor Hughes, Deputy Minister of Labour
Geoff Meggs, Chief of Staff, Office of the Premier
Tim Renneberg, Senior Ministerial Advisor, Office of the Minister of Labour
Adam Walker MLA, Parliamentary Secretary for the New Economy

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Withheld pursuant to/removed as

s.13

Page 143 of 311 to/à Page 222 of 311

Withheld pursuant to/removed as

s.13 ; s.21

How Uber got almost everything it wanted in Ontario's Working For Workers Act

Globe and Mail

Wednesday, May 25, 2022

By Vanmala Subramaniam

Last July 20, members of the Ontario Workforce Recovery Advisory Committee - a panel appointed by the provincial government to study the future of work - met with a group of gig workers, labour advocates and a representative from Uber Canada.

It was a rare occasion when union activists from Gig Workers United were in the same (virtual) room as an Uber lobbyist. For years, both camps have been fighting a battle about whether gig workers, such as delivery couriers and ride-hailing drivers, should be considered employees and granted the rights that come with that designation under provincial law, or remain classified as independent contractors.

The meeting was the single opportunity all sides had to voice their concerns in the presence of each other before the panel made recommendations to the government which would end up heavily influencing labour legislation in the province.

"I felt uncertain about Uber participating in that round table because we had Uber workers attend as well. We were sensitive to that," said Vass Bednar, a public policy expert at McMaster University and panel member. "But everyone had an equal chance to speak, and Uber was not swashbuckling in saying, 'Here's what we want.' " The stakes were high for all groups. The panel had just six months to write a final report.

"We were only invited to attend the session at the last minute," recalled Jennifer Scott, an Uber Eats courier and president of Gig Workers United. "I was nervous because I knew whom I was up against." At the meeting, Uber lobbyist Jake Brockman made a pitch that the committee consider an employment model for Uber drivers adopted in the United Kingdom in 2021. They are designated as "workers," a cross between an independent contractor and an employee. Workers get minimum wage for the time they actually drive passengers, as well as holiday pay and a pension plan, and retain the flexibility of being able to use the app any time they want.

Ms. Scott, Gig Workers United and other union groups such as the Ontario Federation of Labour are vehemently opposed to this third way of classifying gig workers. They call it a cop-out that gives incremental benefits to drivers under the guise of a more progressive way of categorizing gig workers, while Uber and other companies maintain control over their wages and how they work.

What ensued over the next 10 months was everything the labour movement was fundamentally against. The OWRAC report was released in December, 2021, and contained the critical recommendation that Uber had pushed for - creating a separate category of workers called "dependent contractors" who would have some employment rights, such as termination pay and a minimum wage, but still not be designated as employees under the provincial Employment Standards Act.

That was a crucial win for Uber and other delivery platforms such as SkipTheDishes, DoorDash and Instacart. Aspects of Ontario Premier Doug Ford's new Working for Workers Act 2022 (Bill 88), which received royal assent in April, drew heavily from the report's suggestions. Even though the law did not explicitly create a separate class of dependent contractors, it gave the impression of enhanced rights for gig workers, while maintaining their status as independent contractors.

Indeed, the story of Uber versus gig workers in Ontario is a microcosm of a continuing global battle over the rights of a growing new class of workers - a class that has emerged only in the past decade, birthed by the technological prowess of Silicon Valley, and whose livelihoods are governed by algorithms.

It is a three-way tug of war between Big Tech, which has been allowed to operate in an unbridled fashion for years and is determined to maintain the status quo; policy makers and regulators who are scrambling to keep up with technological change; and labour advocates who are vehemently opposed to the erosion of worker rights in the name of flexible work.

"These tech companies, from Uber to Amazon, have rapidly changed consumer expectations around speed and service," said Veena Dubal, professor of law at the University of California, Hastings. "If all you have to do is click a button on your phone and a really cheap ride shows up in the form of an immigrant worker, it's so easy and you get addicted to it, right?" Gig work has grown rapidly in Canada.

Before the COVID-19 pandemic, approximately 1.7 million people, or 10 per cent of the labour force, defined themselves as gig workers, according to Statistics Canada.

Half said they worked on digital platforms to supplement their income, and half said gig work was their sole source of income.

Uber says it has about 100,000 drivers and delivery couriers in Canada who work for its ride-hailing platform and its food delivery platform, Uber Eats, as of 2022.

The company operates in 140 municipalities across nine provinces, and Toronto is its biggest market.

From the summer of 2021 right up until Bill 88 was passed, Uber lobbyists met repeatedly with federal and provincial policy makers and stakeholders, in an effort to obtain some kind of legislative guarantee its drivers and delivery couriers would not be redefined as employees, according to conversations with three former and current government officials, and three former Uber lobbyists.

The Globe and Mail spoke to these sources under condition of anonymity so they could speak freely and not jeopardize their current employment.

In a statement to The Globe, Uber said it is fully registered and follows all lobbying rules. The company also said because it would be directly impacted by Bill 88, it was often in contact with the Ontario government.

What Uber really wanted, according to sources, was government assurance not only that gig workers would not be reclassified as employees, but that a third category of workers - dependent contractors - would be created and included in Bill 88.

Two sources characterized Uber's campaign in Ontario as an aggressive and relentless government-relations strategy that ramped up last summer until Bill 88 was passed.

Often, one of the sources said, Uber's lobbyists got frustrated at the lack of response from a ministry, and reached out directly to the Premier's office.

Some of Uber's activity was disclosed publicly through Ontario's lobbying registry. For example, a record dated Oct. 25, 2021, said Laryssa Hetmanczuk lobbied to "help inform the government about best

practices of app-based work, as the government moves forward with legislation to support workers in Ontario."

Ms. Hetmanczuk is a principal at the public affairs firm GT & Company, and was campaign manager for former Ontario finance minister Rod Phillips in his 2018 election bid.

In the face of government scrutiny and a burgeoning anti-Big Tech labour movement, Uber's playbook had changed in recent years, according to two former Uber lobbyists. If the ultimate goal was still to kill the employee-status designation, the company had to make some concessions, such as health, dental and retirement benefits for workers.

In January, Uber struck an agreement with the United Food and Commercial Workers union that allowed drivers and delivery couriers to seek union representation in disputes with the company. On Feb.

8, both groups sent a letter to Ontario Minister of Labour, Training and Skills Development Monte McNaughton, proposing a package for "legislative standards for appbased workers." That letter, provided by Uber to The Globe, outlined two key proposals that were seriously considered or adopted by the government.

First, a benefits fund for workers who complete at least an average of 20 hours of engaged time a week. More time spent on the platform would result in a bigger pool of money for benefits. That month, the Ontario government announced it was studying the idea of a "portable benefits" program geared at gig workers, with contributions from government and the private sector, and benefits administered by an independent body.

Second, an earning standard for workers. Uber called for workers to receive at least 120 per cent of minimum wage for what is called "engaged time" - periods when workers are driving customers or out doing deliveries, but not wait times in between. That proposal, which was also in the OWRAC report, was ultimately adopted in Bill 88, though its terms were slightly different - the government proposed gig workers get paid the current minimum wage of \$15.50 an hour, but only for engaged time. Some gig workers told The Globe that Bill 88 would not increase their wages at all because of the engaged-time clause.

"These were incremental breakthroughs that Uber was making with government and labour groups. They had to do it. But you can see how governments and labour groups ended up adopting what Uber proposed," said Ms. Scott.

While the bill did not entrench dependent-contractor status, it achieved what Uber was trying to prevent - the classification of workers as employees with full traditional workplace rights.

In a statement to The Globe, Ontario's Ministry of Labour acknowledged that Uber met with senior policy officials in the development of Bill 88. But it added that actual legislative change was ultimately based on recommendations from OWRAC.

Ms. Bednar, the OWRAC member, said it was disappointing that many people thought the panel's efforts were just a "pantomime." Its report was heavily criticized by labour groups, including Gig Workers United. The Ontario Federation of Labour said that the report opened the door to "gutting employment standards."

"Maybe it wasn't presented in the best way. But the spirit of what the report intended to reflect was to build more of a floor for workers that are exploited by an algorithm," she said.

Other experts have more reservations.

"The problem is, the bill had no material impact on workers. It did not meaningfully change the playing field for them and it entrenched the status quo for Uber and other gig platforms. It was a clear win," said Ryan White, a labour lawyer with the Torontobased firm Cavalluzzo LLP. Mr. White has spent much of the past year defending Saurabh Sharma, an Uber Eats courier in Toronto, in a dispute regarding his classification as an independent contractor.

Uber has never shied away from the fact that classifying drivers and delivery couriers as employees would be the death knell of its business model.

"Our business would be adversely affected if Drivers were classified as employees instead of independent contractors," chief executive officer Dara Khosrowshahi told investors in a company filing just before Uber went public in May, 2019.

"Employee status in most jurisdictions means that workers will be covered by the applicable minimum-wage laws, and that the employer will pay the employee share of benefits like social security and unemployment insurance. That will cost Uber greatly," said James Parrott, director of economic and fiscal policy at the New School in New York.

In March, 2021, the United Kingdom Supreme Court ruled that all 70,000 Uber drivers in the country be reclassified as workers, entitling them to minimum wage (for engaged time), vacation pay and a pension plan. Drivers were awarded vacation pay based on 12.07 per cent of their earnings, and Uber was asked to contribute 3 per cent of a driver's earnings to the pension plan.

Uber acknowledged the ruling would be costly, although mostly from vacation payments and pension contributions, rather than the minimum wage. Company filings show the decision cost Uber US\$600-million in the first quarter of 2021. London is, by far, the company's most important market in Europe and accounted for 6.4 per cent of all Uber mobility bookings in the fourth quarter of 2020, public filings show.

Still, the company's revenue has grown over the past five years. Uber generated revenue of US\$17.4-billion in 2021, compared with US\$11.1-billion in 2020. Part of that revenue jump was because of the remarkable success of Uber Eats during the pandemic. In fact, Uber generated more revenue from food delivery than ride-hailing in 2021. Its ride-hailing revenue, while improving, has still not recovered to prepandemic highs.

In the company's most recent earnings call, an analyst, James Lee of Mizuho Securities, expressed trepidation over looming regulatory battles over the status of its workers, specifically a continuing dispute in New York State similar to the one in Ontario.

But Mr. Khosrowshahi was adamant.

Uber drivers, he said, want to be independent contractors. "You can work for us, you can work for competitors, you can work when you want, where you want. It's pretty powerful," he said, while declining to comment on the brewing battle in New York.

For many drivers and delivery couriers, however, one of the biggest problems with independent contractor status is that the apps do not actually give them the independence they want. They can't negotiate or control their wages. Pay is determined by the platforms, based on several factors, such as time, distance, and the number of drivers and delivery couriers at any time in a particular area. And that formula changes.

"You never know what the algorithm is going to do on any given day," said Spencer Thompson, a former Toronto-based Uber Eats courier who had been working for the app for five years until late 2021. In late 2020, after noticing a decline in his wages after the start of the pandemic, even though Uber Eats was growing in popularity, he started keeping track of his pay. The drop was significant - a decline of 60 per cent a delivery, before tips in December, 2020, versus January, 2020.

Mr. Thompson claims Uber realized customers were tipping more in the pandemic and lowered the base fare it paid drivers and couriers. "For the majority of time I was doing deliveries for Uber Eats, people would not tip, because the app would not prompt customers to tip," he said.

"Then sometime around 2019, Uber changed the design of the app so that customers would be prompted to tip by percentage, instead of a dollar amount of \$2 or \$4 or \$6. That really increased our overall wages," he said, adding that it was normal to take home about \$30 an hour on a busy evening.

Uber often sends its drivers and delivery couriers contracts and amendments that are pages long via e-mail. Workers must agree to them or risk being deactivated from the platform. Ms. Scott, who has been an Uber Eats courier since 2017, said she's received nine contracts and addendums to contracts.

The Globe reviewed all nine. In none of them are drivers and delivery couriers given a clear indication of how their wages are actually calculated.

What the contracts consistently state is: "The Delivery Fee includes amounts based on distances estimated to be travelled, time estimated to be spent travelling, and estimated wait times at pick up and dropoff locations which may be based upon an efficient routing. It also includes any applicable additional amounts based on attributes such as supply and demand (e.g.

surge amounts or boost multiplier)."

In all contracts, Uber reserves the right to change the delivery-fee calculation at any time based on "local market changes."

"Figuring out how much you are going to get paid for a night of work is like a game," said Nav, an Uber Eats courier in Brampton, Ont., who wanted to be identified by a nickname because he holds a second job and is not allowed to speak publicly about also working for Uber.

Nav spends hours on Reddit forums with other delivery couriers figuring out what areas of Toronto, Brampton or Mississauga could be in "surge" or "boost," meaning couriers would get an extra few dollars delivering in that area.

Sometimes, Nav says, you'd get a "surge" or "boost" notification and by the time you got to the area, it would be gone.

"It's all about the speed you work at. The faster you bike, the faster you drive, the more orders you do, the app will continue giving you work," Nav said.

In April, just after Bill 88 received royal assent, Aasish Chowdary, an international student from India and a part-time courier on Uber Eats, noticed the number of orders he received had declined dramatically. Mr. Chowdary was a delivery walker - he did not own a bike or car and delivered food in downtown Toronto by foot.

"In two hours of work, I used to get five or six orders. Now I'm getting one or two," he said. Then he started seeing threads on Reddit and Twitter in which other walkers complained they had experienced a decline in orders. Mr. Chowdary ended up taking on a job as a dishwasher in a restaurant, which paid him a consistent minimum wage for hours worked, but no tips.

The Globe sent Uber a list of questions about how it calculates wages for workers, whether workers experienced a decline in earnings in 2020 and why delivery couriers on foot in the Toronto area are getting fewer orders.

In an e-mailed response, the company said its base fare is determined on estimated travel distance, estimated travel time and estimated wait time at pickup and drop-off locations, which is based on "efficient routing." The company also said that how busy a delivery person is depends on how many customers are ordering.

Uber repeatedly emphasized that most of its app workers enjoy the flexibility of using Uber and Uber Eats because they get to control "where and when they work" and are free to use other apps besides Uber.

"89 per cent of drivers and delivery people say they need the flexibility provided by platforms like Uber - which is why over 23,000 have signed a petition and 2,800 have emailed their MPPs to ask for reforms," Uber said in the statement referring to an internal petition the company sent out regarding their Flexible Plus benefits program. "We will continue to support these important efforts to modernize labour laws so that drivers and delivery people receive benefits and protections they need while maintaining the flexibility they value," the statement added.

While Bill 88 falls short on the minimum-wage issue, in that it doesn't pay workers for idle time between deliveries and rides, it attempts to address the power imbalance on the issue of pay transparency. The platforms should provide a description of how pay is calculated. They should also disclose details about any performance rating system, as well as how the platform determines how many work assignments it offers couriers and drivers.

But enforcement of the legislation is key, and will determine how much power tech platforms really have over governments, said Mr. White, the lawyer from Cavalluzzo LLP.

"Uber's business model, and that of so many other big tech companies, is built around downloading costs to the individual worker. That's exactly what they are doing with their position on minimum wage and the push for dependent-contractor status," he said. "Once you begin to chip away at the notion of what an employee is, you get exactly what Uber is looking for - weaker rights, fewer entitlements. So, governments need to be aware of that."

From: Hold - 220704 - Duncan, Kate LBR:EX (Kate.Duncan@gov.bc.ca)

To: Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca)

Subject: RE: MRF MEETING | UFCW & Uber | June 8

Sent: 06/10/2022 18:30:15

Attachments: RE: MRF MEETING | UFCW & Uber | June 8.msg, image001.jpg, image003.jpg

Message Body:

Hi Tim,

Transportation has delayed their meeting with UFCW and Uber until the end of June. I do not have a note from UFCW or Uber in regards to the original deal.

DM Hughes would like Transportation to talk to PS Walker in regards to their meeting instead of providing materials, which I am unsure is appropriate. Can you help me out with this? Should I facilitate a meeting with PS Walker?

Let me know

Thanks

Kate Duncan | Administrative Coordinator to the Honourable Minister Bains

Ministry of Labour

PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>

Sent: May 25, 2022 3:33 PM

To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>; Brown, Evan LBR:EX <Evan.Brown@gov.bc.ca>

Subject: Re: MRF MEETING | UFCW & Uber | June 8

Did we get a note after the original deal between UFCW and Uber was announced? Or for when mhb met with them?
Get [Outlook for iOS](#)

From: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>

Sent: Wednesday, May 25, 2022 3:24:35 PM

To: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>

Subject: FW: MRF MEETING | UFCW & Uber | June 8

Hey Tim,

Transportation reached out for some background information for an upcoming meeting they are having with UFCW and Uber. I have attached the email. I requested the DMO help by providing this information to TRAN and I have received the email below from the DMO.

I am not sure how to proceed and thought I would check with you first.

Let me know

Thanks

Kate Duncan

Administrative Coordinator to the Honourable Harry Bains, Minister of Labour

PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Kwan, Shirley LBR:EX <Shirley.Kwan@gov.bc.ca>

Sent: May 25, 2022 3:22 PM

To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>; Chew, Ryan LBR:EX <Ryan.Chew@gov.bc.ca>

Cc: Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>

Subject: RE: MRF MEETING | UFCW & Uber | June 8

Hi Kate -

DM Hughes suggested they should talk to PS Walker who has met Uber/UFCW a number of times on their arrangements and can explain concerns with it. We don't have material on it and we are not able to prepare given our workload. I've attached an article for you to share.

Thanks!

Shirley

From: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Sent: May 25, 2022 1:42 PM
To: Kwan, Shirley LBR:EX <Shirley.Kwan@gov.bc.ca>
Cc: Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>
Subject: FW: MRF MEETING | UFCW & Uber | June 8

Hello,

Please see the email below, can we provide this information for their meeting?

Let me know
Thanks

Kate Duncan

Administrative Coordinator to the Honourable Harry Bains, Minister of Labour
PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Sent: May 24, 2022 12:14 PM
To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Cc: Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>; Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Subject: FW: MRF MEETING | UFCW & Uber | June 8

Hi there Kate,

On June 8, 2022 at 1:30PM we are meeting with some local unions and the UBER organization is going to be brought up. Our DMO has informed us that a backgrounder would be best if it came from labour. Could you confirm if this is something your DMO could process for us?

thank you kindly.

MRF Meeting Details	
Cliff:	310029
Meeting with:	<i>UFCW Canada ? United Food and Commercial Workers Union.</i>
Topics:	Earlier this year, UFCW Canada and Uber Canada announced our national agreement and a major pillar of that agreement is to jointly advocate for a set of legislative standards that would address the issues faced by app-based workers. Since it naturally fits with your Ministerial portfolio, we would like the opportunity to meet with you and your office to discuss our proposals and hear your thoughts on this growing sector.
Attendees:	MRF + MO + DMO (Kaye Krishna) MNC + MO + DMO UFCW ? Laura Miller, Head of Public Policy at Uber (laura.miller@uber.com) Yanique Williams, Public Policy Manager at Uber (yanique@uber.com) Pablo Godoy, Director for the Western Region at UFCW Canada

(pablo.godoy@ufcw.ca)

Mark Hennessy, Special Assistant to the National President at UFCW Canada (mark.hennessy@ufcw.ca)

Materials:	Need a Background - DMO
Date/Time:	PB ? June 1, 2022 3:00PM-3:30PM Meeting ? June 1, 2022 3:30PM-4:00PM
Location:	Teams
Contact:	Mark Hennessy mark.hennessy@ufcw.ca
Additional info/comments:	Coordinate with MNC DMO. MRF DMO

Thomas Bonifacio (He/Lui)
Administrative Coordinator
The Office of the Hon. Rob Fleming
Minister of Transportation
Legislative Assembly of British Columbia

From: Gates, Brittany TRAN:EX <Brittany.Gates@gov.bc.ca>
Sent: May 24, 2022 11:10 AM
To: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>; Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>
Cc: Plamondon, Lea TRAN:EX <Lea.Plamondon@gov.bc.ca>; Gedney, Vanessa R TRAN:EX <Vanessa.Gedney@gov.bc.ca>; Shoquist, Sarah TRAN:EX <Sarah.Shoquist@gov.bc.ca>; Kerr, Christie TRAN:EX <Christie.Kerr@gov.bc.ca>
Subject: MRF MEETING | UFCW & Uber | June 8

Hi Thomas,

Staff have responded to the following MRF meeting request, advising Ministry of Labor should provide materials and support for June 8th @ 1:30 .

Steve is advising that while we look after ride hailing legislation/regulations, we do not oversee the labour aspect (contractor vs employee, minimum wages, benefits, etc) and therefore this should be going to the Minister of Labour.

Thank you,
Brittany

Brittany Gates
Documents Coordinator
Office of the Deputy Minister
Ministry of Transportation & Infrastructure
250-387-3198 | 778-974-5471
Brittany.Gates@gov.bc.ca

From: Hold - 221205 - Kwan, Shirley LBR:EX (Shirley.Kwan@gov.bc.ca)
To: Hold - 220704 - Duncan, Kate LBR:EX (Kate.Duncan@gov.bc.ca)
Cc: Hourston, Sveah LBR:EX (Sveah.Hourston@gov.bc.ca); Chew, Ryan LBR:EX (Ryan.Chew@gov.bc.ca)
Subject: RE: MRF MEETING | UFCW & Uber | June 8
Sent: 06/10/2022 18:22:31
Attachments: image001.jpg, image003.jpg
Message Body:

DM had suggested TRANS talk to PS Walker. Was that ever scheduled?

From: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Sent: June 10, 2022 11:15 AM
To: Kwan, Shirley LBR:EX <Shirley.Kwan@gov.bc.ca>
Cc: Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>; Chew, Ryan LBR:EX <Ryan.Chew@gov.bc.ca>
Subject: FW: MRF MEETING | UFCW & Uber | June 8

Hi Shirley,

Transportation has delayed their meeting with UFCW and Uber. Could we please provide them with materials for this meeting?

Let me know
Thanks

Kate Duncan | Administrative Coordinator to the Honourable Minister Bains
Ministry of Labour
PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Sent: June 9, 2022 11:21 AM
To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Cc: Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>; Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Subject: RE: MRF MEETING | UFCW & Uber | June 8

Our meeting has been moved to June 30, 2022 at 4:30/5:00PM.

is there any chance you can confirm if any materials will come from your DMO on this? Or is there someone I can communicate directly with to take this off your plate?

Thanks.

From: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Sent: June 2, 2022 9:30 AM
To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Cc: Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>; Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Subject: RE: MRF MEETING | UFCW & Uber | June 8

Hi there Kate,

Any updates on this one? Thanks and I fully understand if you don't have time to get to this email today.

-Thomas

From: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>
Sent: May 25, 2022 1:42 PM
To: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>
Cc: Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>
Subject: RE: MRF MEETING | UFCW & Uber | June 8

Hello,

Just checking in with our DMO, I will let you know.

Thanks

Kate Duncan

Administrative Coordinator to the Honourable Harry Bains, Minister of Labour
PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>

Sent: May 24, 2022 12:14 PM

To: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>

Cc: Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>; Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>

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(yanique@uber.com)
Pablo Godoy, Director for the Western Region at UFCW Canada
(pablo.godoy@ufcw.ca)
Mark Hennessy, Special Assistant to the National President at
UFCW Canada (mark.hennessy@ufcw.ca)

Materials:	Need a Background - DMO
Date/Time:	PB ? June 1, 2022 3:00PM-3:30PM
Location:	Meeting ? June 1, 2022 3:30PM-4:00PM
Contact:	Teams
Additional info/comments:	Mark Hennessy mark.hennessy@ufcw.ca
	Coordinate with MNC DMO. MRF DMO

Thomas Bonifacio (He/Lui)
Administrative Coordinator
The Office of the Hon. Rob Fleming
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Sent: May 24, 2022 11:10 AM
To: Bonifacio, Thomas TRAN:EX <Thomas.Bonifacio@gov.bc.ca>; Witte, Julia TRAN:EX <Julia.Witte@gov.bc.ca>
Cc: Plamondon, Lea TRAN:EX <Lea.Plamondon@gov.bc.ca>; Gedney, Vanessa R TRAN:EX <Vanessa.Gedney@gov.bc.ca>; Shoquist, Sarah TRAN:EX <Sarah.Shoquist@gov.bc.ca>; Kerr, Christie TRAN:EX <Christie.Kerr@gov.bc.ca>
Subject: MRF MEETING | UFCW & Uber | June 8

Hi Thomas,

Staff have responded to the following MRF meeting request, advising Ministry of Labor should provide materials and support for June 8th @ 1:30 .

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Thank you,
Brittany

Brittany Gates
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Page 235 of 311 to/à Page 245 of 311

Withheld pursuant to/removed as

s.13 ; s.16

Focus of the Parliamentary Secretary's Engagement on Precarious/Gig Work (Fall 2022)

Contents

Background	1
The Federal Government's Recent Engagement	3
Next steps	3
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Appendix 2 – Food Delivery Companies	6
Appendix 3 – Advocates & Academics	7
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Background

The purpose of the Fall 2022 engagement is to gather information and views from relevant workers and companies, and First Nations and Indigenous Partners, which will assist in proposing potential employment standards amendments for app-based ride-hail and food delivery workers. Specifically, the engagement and subsequent proposals will address the following issues:

- What employment standards and protections are important to the workers?
- What are the implications and the impacts for the workers and for the companies of having the Employment Standards Act apply to app-based ride-hail and food delivery workers (assuming the Act does not already apply, or the workers have been misclassified as independent contractors)?
- Which specific existing employment standards, if any, create real barriers for companies to operate effectively in the province, or for workers to participate in this type of work?
- Are there appropriate minimum standards to address barriers, and allow for the flexibility sought by workers and companies yet still provide protection for workers? For example, how to manage issues like hours of work and overtime for workers who may be engaged on app-based platforms for portions of a day and/or working on more than one platform at one time?

The engagement will gather information and views as follows:

Workers – PS Walker will engage in online and in-person meetings (regionally based round tables with small numbers of app-based ride-hail and food delivery workers (drivers and cyclists) in a number of communities across the province). The Lower Mainland has the greatest concentration of gig workers and platforms, however, there will be a focused effort to organize meetings in various communities where it is known there are gig workers, including rural or northern where feasible.

Simultaneously, workers will be engaged through an on-line survey. The survey is being developed with support from the Ministry of Citizens' Services GDX team and will include multiple languages (languages to be determined). The ministry will leverage organizations with strong connections to the workers to promote the survey, and promotion be available in similar languages as the survey.

The survey will ask respondents for basic information about themselves and their work - while asking if they would be willing to provide additional information, and how they would be most comfortable providing that information. For example, respondents could be asked if they would be willing to participate in a follow-up conversation online or in-person, either in a group, or in an individual meeting. There are likely other ways to find access to gig workers including through outreach to some of the stakeholder associations noted later in this paper. Further, at least one of the companies has offered to connect the Ministry with the workers on its app (Door Dash).

In this way the Ministry will generate a pool of workers who are willing to participate in follow-up engagements. By drawing selectively from this pool, the Ministry can ensure it is hearing from a diversity of workers.

Companies – separate online and, where appropriate, in-person consultations will be held with companies involved in ride-hail and food delivery. Written submissions will also be welcome. A cross-section of regions and company sizes will be engaged. Appendix 1 and 2 lists ride-hail and food delivery companies operating in BC. Simultaneously, the companies will also be engaged through the on-line survey.

Advocates – Labour and business representatives/advocates (including unions and community groups) and gig economy academics/experts will be asked to provide input via online meetings and/or written submissions. Appendix 3 provides an initial list for consideration.

First Nations and Indigenous Partners: Efforts will be made to engage Indigenous individuals to participate in the worker and company discussions. Invitations will also be extended to First Nations and Indigenous Partner organizations to participate in the engagement. Although the ministry is not aware of specific groups representing Indigenous workers and companies in the impacted sector, the ministry will investigate whether there are any appropriate organizations.

Reaching a Diverse Audience: Similarly, efforts will be made to engage workers and organizations from diverse backgrounds in the worker and company discussions. The Ministry

will collaborate with non-profit organizations linked to gig workers to organize roundtables that treat workers with dignity and are culturally appropriate. Every effort will be made to offer translation services for small roundtable worker meetings.

The Federal Government's Recent Engagement

Employment and Social Development Canada (ESDC) has recently concluded an engagement to understand how current federal labour protections could be updated to reflect current workplace realities. ESDC has engaged workers and employers on:

“the everyday realities of gig workers, including those working on digital platforms. This includes all workers who enter into short-term contracts to complete specific and often one-off tasks, not just those who work through digital platforms like delivery or freelance applications.”

The results of that engagement and subsequent legislative/regulatory actions from the Government of Canada may inform the work of the provincial engagement and subsequent employment standards proposals. The Ministry is aware that other jurisdictions, including within Canada, may be taking action on the same issues and is, as a result, actively monitoring any relevant developments.

Next steps

October through November 2022

1. Minister and Parliamentary Secretary approval of the Engagement Plan, including the proposed meeting schedule set out in Appendix 4.
2. Draft on-line survey for Minister and Parliamentary Secretary approval.
3. Prepare background information, speaking notes and other materials for meetings for Minister and Parliamentary Secretary approval.
4. Initiate on-line survey of ride-hail and food delivery workers and companies.
 - Tentative survey timeline October to November 2022.
 - Target – businesses and workers involved in ride-hail and food delivery.
5. Engage with ride-hail/food delivery workers and companies, advocates and experts, and First Nations and Indigenous Partners.
6. Plan logistics on meeting venues, locations, participants, and other details once the engagement plan is confirmed (outlined in Appendix 5).

Appendix 1 – Ride-hail Companies

Trade Name(s)	First Name	Last Name	Email	TNS Regions
Uride	Skye	Volpi	skye@uridetech.com	2,3,4,5
TransRoad	Azad	Payam	reserve@transroad.ca	1
Green Coast Ventures Inc.	DYLAN	GREEN	greendylan@me.com	1,3
Hich	Abolghasem	Abdollahi	abol_abdollahi@yahoo.com	1
InOrbis	Rosario	Fortugno	rosario@inorbis.ca	1,2,3,4,5
GoKabu	Martin	Van Den Hemel	martin.h@gokabu.ca	1,2,3,4,5
Lucky To Go	Kevin	Scott	gm@ltgtechnologies.com	1,2,3,4,5
Lyft	Gabbie	Calvillo	gcalvillo@lyft.com	1
MDD	Sze Kwong	TSU	tsu@mddtn.com	1
Metrorides	Balwinder	Sahota	info@metrorides.ca	1
Apt Rides	Garrinder	Parhar	garriparhar@gmail.com	1
COASTAL RIDES	Ryan	Staley	ryan@coastalrides.ca	3,5
Reryde	Salim	Hirji	reban@reryde.com	2,3,4,5
Ripe Rides	Gagandeep	Goraya	otis@riperides.ca	1,2,3,4,5
Safe Ride Sharing Ltd.	Edward	Wiltshire	supervisor@kelownacabs.ca	4
TappCar	Cam	Mackay	cam@tappcar.com	1,2,3,4
Uber	Michael	Van Hemmen	mvh@uber.com	1

Note: These companies might not be operating yet in the regions for which they have approved licenses.

Region 1

- Metro Vancouver RD
- Fraser Valley RD
- Squamish-Lillooet RD

Region 2

- Capital RD

Region 3

- Cowichan Valley RD
- Nanaimo RD
- Comox Valley RD
- Alberni-Clayoquot RD
- Strathcona RD
- Mt. Waddington RD
- qathet (Powell River) RD

Region 4

- Okanagan-Similkameen RD
- Central Okanagan RD
- North Okanagan RD
- Kootenay Boundary RD
- Cariboo RD
- Thompson-Nicola RD
- Columbia-Shuswap RD
- East Kootenay RD

Region 5

- Fraser-Fort George RD
- Bulkley Nechako RD
- Kitimat-Stikine RD
- Peach River RD
- Northern Rockies RD
- North Coast RD
- Sunshine Coast RD
- Central Coast RD
- Islands Trust

Appendix 2 – Food Delivery Companies

Organization	Contact	Title	Email	Region
Uber	Yanique Williams	Public Policy Manager, Canada	yanique@uber.com	BC-wide
SkiptheDishes	Howard Migdal	Chief Operating Officer (COO)	howard.migdal@justeattakeaway.com	BC-wide
	Kevin Edwards	Chief Executive Officer (CEO)	kevin.edwards@justeattakeaway.com	
DoorDash	Brian Kaufmann	Senior Manager, Head of Public and Government Relations	brian.kaufmann@doordash.com	BC-wide
FromTo	Brandon Grossutti	Founder	contact@fromto.ca	Doesn't appear to be operating: https://www.fromto.ca
Feastify	Chris Thomas	Founder/CEO	info@feastify.com	Select small BC towns: https://feastify.com/
TUTTI	Kaisa Aierken	Director, TUTTI	info@tutti.app	Being sued in Victoria...
Fantuan	Randy Wu	CEO	feedback@fantuan.ca	Lower Mainland - Chinese food delivery. https://www.fantuan.ca/en/
NINJAnow	Cheryl Kerik	Founder	support@ninjanow.com	Vernon only https://ninjanow.com/
LuckyToGo	Mandeep Rana	CEO	operations@ltgtechnologies.com	'Poised to operate' BC-wide. Car-sharing and food delivery. https://luckytogocanada.com/city.php

Appendix 3 – Advocates & Academics

- Kendra Strauss (SFU)
- Jim Stanford (Centre for Future Work)
- UFCW 1518
- BC Federation of Labour
- Employment Standards Coalition
- Worker Solidarity Network
- Coalition of BC Businesses
- Small Business Roundtable
- BC Chamber of Commerce
- Canadian Federation of Independent Business (CFIB)
- Black Business Association of BC
- BC Taxi Association
- BC's Alliance of Beverage Licensees*
- BC Restaurants and Foodservices Association*

*From the perspective of bar and restaurant food delivery app users.

Appendix 4 - PS Walker's Consultation Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 2022						1
2	In session 3	In session 4	In session 5	In session 6	7	8
9	Holiday 10	11	12	13	14	15
		30-min TEAMS with up to 4 Food Delivery companies. *(2+hrs)	30-min TEAMS with up to 8 Ride-Hail companies. *(4+ hrs)	30-min TEAMS with up to 8 Ride-Hail companies. *(4+ hrs)	TEAMS with worker's advocate groups & relevant non-profits (4+ hrs)	
16	In session 17	In session 18	In session 19	In session 20	21	22
					30-min TEAMS with up to 4 Food Delivery companies. *(2+hrs)	
23	In session 24	In session 25	In session 26	In session 27	28	29
					- In-person / roundtable with workers in <i>Community TBD</i>	

*October engagements will focus on advocates, community organizations, and companies to identify workers and locations for in-person engagements with workers Late October / November.

In-person and roundtable meetings will be planned in communities where sufficient numbers of workers have been identified and may include Greater Vancouver, Victoria, Interior, Island, Fraser Valley, and the North.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
November 30	31	In session 1	In session 2	In session 3	4	5
					- In-person/ roundtable with workers in <i>Community TBD</i>	
6	7	8	9	10	Statutory Holiday 11	12
	- In-person / roundtable with workers in <i>Community TBD</i>	- In-person / roundtable with workers in <i>Community TBD</i>	- In-person / roundtable with workers in <i>Community TBD</i>	- In-person / roundtable with workers in <i>Community TBD</i> (hrs)		
13	In session 14	In session 15	In session 16	In session 17	18	19
					Engagement with the First Nation Leadership Council	
20	In session 21	In session 22	In session 23	In session 24	25	26
					Hold for spillover	
27	28	29	30			
	Hold for spillover	Hold for spillover	Hold for spillover			

Appendix 5 - Schedule of Consultations

Meeting schedule will be recorded here once:

2023-12-01 7:35 PM

- Companies and advocates/academics are invited for virtual meetings.
- Roundtable locations are identified.

Key stakeholder group	Date of meeting	Type of meeting (In person or virtual)	Location (in person or N/A for virtual)	Time of meeting	Status	Comments
Ride-Hail Companies	Week of Oct 10	Virtual				
Food Del Companies	Week of Oct 10	Virtual				
Advocates / Non-Profits	Week of Oct 10	Virtual				
Workers - Victoria	Late October	In person				
Workers -Interior	November	In person				
Workers - Island	November	In person				
Workers -Fraser Valley	November	In person				
Workers - North	November	In person				
Workers - Delta/SRY	November	In person				
Workers - Rich/BBY	November	In person				
Workers - Vancouver	November	In person				
FNLC	November	Virtual				
Academics	November	Virtual				

From: Hughes, Trevor LBR:EX (Trevor.Hughes@gov.bc.ca)
To: Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca); Singh, Raunaq JERI:EX (Raunaq.Singh@gov.bc.ca)
Cc: Hourston, Sveah LBR:EX (Sveah.Hourston@gov.bc.ca); McColl, John-Michael PREM:EX (JohnMichael.McColl@gov.bc.ca); Marshall, Simka PREM:EX (Simka.Marshall@gov.bc.ca); Hrycuik, Lorie LBR:EX (Lorie.Hrycuik@gov.bc.ca); Vavrik, Anne PREM:EX (Anne.Vavrik@gov.bc.ca); Hold - 230918 - Walker, Adam EMLI:EX (Adam.Walker@gov.bc.ca); Bains, Harry LBR:EX (Harry.Bains@gov.bc.ca); Sangha, Jasmeet LBR:EX (Jasmeet.Sangha@gov.bc.ca); Spencer, Brad GCPE:EX (Brad.Spencer@gov.bc.ca)
Subject: Gig Work Engagement
Sent: 10/14/2022 23:17:50
Attachments: Detailed plan for Parliamentary Secretary's Consultations - CLEAN Oct 14.pdf
Message Body:

Tim and Raunaq (and by cc Minister Bains and PS Walker):

Further to the exchanges below and our weekly briefing yesterday, please find what we hope is a final consultation and engagement plan for gig work and precarious workers. We have tried to address the items noted in Josh's email below from Tuesday. We have reformatted the document attached to make it more clear and created headings for easy reference. We have also built in a sign-off page to record this would be final (if you agree), to create a record of government decision, and to enable us to get moving on the action items. We have also added in a communications plan so Brad/GCPE can sort out what kind of announcement to let folks know this work is soon underway (and to reflect the Minister's concern we have been a bit silent on this file while some other jurisdictions have been active recently).

There are a number of logistics issues to get moving once you confirm we have indeed finalized the plan. I also wish to note there is some work already underway, including:

- Email to companies to notify them of our plan and to schedule engagements;
- Finalizing the survey for workers along with engagement with GDX to be ready to post the survey and get translations underway for release in other languages.
- Work with MUNI/Immigration to identify community groups and settlement agreements to set up roundtables.

I understand there is a plan for us to meet at 4pm Monday to discuss ? and hopefully finalize as outlined in the attached.

Thanks.

T.

--

Trevor Hughes
Deputy Minister
Ministry of Labour (BC)

Office: (778) 974-2189

From: Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>
Sent: October 11, 2022 3:14 PM
To: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>; Vavrik, Anne PREM:EX <Anne.Vavrik@gov.bc.ca>; Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>
Cc: Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>; McColl, John-Michael PREM:EX <JohnMichael.McColl@gov.bc.ca>; Marshall, Simka PREM:EX <Simka.Marshall@gov.bc.ca>; Hrycuik, Lorie LBR:EX <Lorie.Hrycuik@gov.bc.ca>; Singh, Raunaq JERI:EX <Raunaq.Singh@gov.bc.ca>
Subject: RE: Gig Work Engagement

Hi Trevor,

Thanks for this work and changes. Here is feedback on our end. As this is my last day in Labour, please follow up with Tim and Raunaq (who starts next Monday and is cc'd here) from our MO and Anne and Simka from the PO stakeholder relations team.

Survey:

Timing: We should consider having this follow the worker roundtables. What we hear at those roundtables could help inform the survey.

Stakeholders:

Grouping:

Anne and Simka will support list building but we are looking for groupings to be rearranged to the following:

- Food Delivery, Ride Hailing companies,
- App Workers
- Unions
- Academics
- Community Organizations

Follow-up Window

- We'd like to fit in some time for PSW to reconnect with a limited number of stakeholders if needed for possible follow up questions. This window could also be used to meet with stakeholders we may have missed earlier in the process.

Submissions:

- Looking for the plan to give a high level mention of how groups/orgs can make a submission
Notes/Summary of engagement sessions
- For internal use, grouped by categories above

Many thanks,
Josh

From: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>

Sent: October 3, 2022 4:46 PM

To: Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>

Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>; McColl, John-Michael PREM:EX <JohnMichael.McColl@gov.bc.ca>; Marshall, Simka PREM:EX <Simka.Marshall@gov.bc.ca>; Hrycuik, Lorie LBR:EX <Lorie.Hrycuik@gov.bc.ca>

Subject: RE: Gig Work Engagement

Importance: High

Sorry for delay in responding. Attached is the revised plan to address all of your items below with one exception. I do want to acknowledge the help Simka has given our time on outreach and engagement ideas and recommendations, some of which are built into this revised plan.

We have done some reconfiguring of timing for outreach, in part based on Simka's advice, to enable us to connect with community organizations and advocates to help find and connect with workers to invite to speak to PS Walker. The calendar shows early meetings in October with companies, advocates and community organizations with the intention the engagement sessions will include requesting information and support to identify workers and propose communities for PS Walker to meet in person. Based on this revised timing, the in-person and roundtable sessions will occur later in October and into November to provide the time to identify and organize the communities to host the roundtable and send invites to workers. Currently, the communities to explore are Greater Vancouver, Victoria, Interior, Island, Fraser Valley, and the North, although we know, that most likely ride hailing is predominantly but not exclusively in the Lower Mainland, and then food delivery companies are operating in communities still to be determined.

On the recommendation to provide pay or incentives to workers to attend, that just does not work. We did connect with SDPR to learn about their program but it doesn't align with what we need to do here for a number of reasons. I also wish to note that we were asked to consider payment for

workers in our other recent engagements but we did not do that ? notably for Patterson's review and the Fair Wages Commission. For the FWC, the chair proposed honorariums but we were not able to approve that. The Patterson review also wanted compensation for bus/taxi for participants which we also did not do. More detailed reasons for not incorporating a payment for these workers include:

1. They are already working and have employment. It is not clear that workers need a payment or incentive to participate in our engagement. If we can't get workers and it is because of non-payment, we can revisit that later.
2. We could be criticized for paying workers to seek input we are looking for.
3. We don't have the budget.
4. If this is payment for their time, is that work for which we need to compensate with tax deductions and issue T4s?
5. The process for providing payment to participants is administratively complex and would require additional time and resources that would delay agreed upon timelines.
6. SDPR provides services to a wide range of British Columbians, including deeply marginalized individuals who face considerable challenges participating in any kind of engagement. For this reason, they occasionally provide compensation in order to reach a relevant and representative sample of individuals in their engagements. However, compensation is just one of several tools that Ministries use to achieve this goal.

The engagements are proposed to start next Tuesday. We need to finalize the attached ASAP so that our staff team can work with you and the MO to get scheduling and logistics coordinated, including travel, meeting invites and acceptance confirmations, booking of rooms for in-person, and so on.

THANKS.

T.

From: Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>

Sent: September 26, 2022 12:36 PM

To: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>

Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>; McColl, John-Michael PREM:EX <JohnMichael.McColl@gov.bc.ca>; Marshall, Simka PREM:EX <Simka.Marshall@gov.bc.ca>

Subject: RE: Gig Work Engagement

Hi Trevor,

Many thanks for the chat on Thursday and the work of your team to get us this first cut of the draft engagement workplan.

PSW and I have had some time this to connect on this and we've also been able to loop in w Simka Marshall and Anne Vavrik from PO Stakeholder relations as well as Shruti Joshi from PO Community Engagement.

Overall the bones of this plan work well and feedback here is meant put some flesh on this while maintaining the scope as defined as possible but ensuring adequate perspective.

Worker Roundtables

- The work to break these out into regions is greatly appreciated. Let's frame these as 'roundtable' meetings rather than 'townhalls' as we are looking for a format to these meetings that will provide a safer space for racialized workers to speak freely and ensure a diversity and depth of opinion
- Looking to see more detail on how these are promoted and how we are identifying attendees
- Regions and timetable
 - Invert order so denser urban regions are later in the schedule and smaller urban centres are earlier
 - Pull Vancouver out to be on its own
 - Keep Burnaby and Richmond together

- Consider a second Surrey/Delta meeting
- Pull Langley out and create another Fraser Valley meeting w Langley, Abbotsford and Chilliwack
-
- Participant Per diem
 - Compensating participants is a best practice as they are providing time and expertise to the Ministry's work. As well, as participants in the gig economy, they are missing that waged time to be there. Compensation may mitigate the financial barrier for participation by precarious and marginalized workers. I'm told that SDPR practices this approach.

Stakeholders

- Looking for groupings to be rearranged to the groupings below. I've included Simka on this email who will assist in fleshing out more names in some of the categories below.
 - Food Delivery, Ride Hailing companies,
 - App Workers
 - Unions
 - Academics
 - Community Organizations
- Consider meetings w some of the worker stakeholders groups before worker roundtables. This would support promotion and attendance to worker roundtables.

Stakeholder Follow-up Window

- We'd like to fit in some time for PSW to reconnect with a limited number of stakeholders if needed for possible follow up questions. This window could also be used to meet with stakeholders we may have missed earlier in the process.

Thanks,
Josh

Josh Moraes

Ministerial Advisor to Honourable Minister Bains, Ministry of Labour
778 584 4619

From: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>

Sent: September 15, 2022 11:17 AM

To: Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>

Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>; McColl, John-Michael PREM:EX <JohnMichael.McColl@gov.bc.ca>

Subject: RE: Gig Work Engagement

Importance: High

Hi Josh ? further to your note below and the request to see a plan this week, please see the attached for a first draft and first cut of a workplan for the gig work engagement. You will see we have framed out the questions based on earlier work and set out a proposed plan of work from now to end of November, including for meetings and an online survey (which we are working on drafting). You will see the plan lists out the groups we propose engaging with along with some of their contact info. Importantly in Appendix 4 you will see a calendar for October to December with proposals for days on which PSW could do certain engagements ? for example, on Oct 14, we suggest it be a day he could meet with drivers in Richmond, Van, and Burnaby. We need input from you and PSW on the calendar so that we can start sorting out some invites and meeting logistics, including travel where appropriate. I will note that many of these logistics will need to be done out of your office for PSW travel. We can discuss some of the invites and other logistics as we firm up the plan. As I say, it is a draft so we invite your suggestions, input, and questions. We have dedicated Luke as our policy team lead for this project who will work with you and PSW on operationalizing the plan but he has the support of me and others in Labour HQ and we will also be relying on JM McColl in the PO for some advice and support along the way.

Thanks.

T.

From: Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>
Sent: September 8, 2022 11:30 AM
To: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>
Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>
Subject: Gig Work Engagement

Hi Trevor,

Wanted to connect w you on feedback re the draft gig work engagement plan. PSW and I have had a chance to meet w the folks from the PO strategic outreach/stakeholder team as well others since PSW and MHB met with PO last week.

Coming out of these conversations:

There is a strong consensus that the immediate priority in terms of timing would be setting up the worker meetings.

- in person as much as possible, regional, and sized appropriately to provide safe spaces
- questions came up repeatedly re how these meetings are to be promoted to identify prospective attendees and how these meetings will be resourced to accommodate for language barriers

Regarding an online survey

- Ensuring this is available online in more than just Punjabi and simplified Chinese, folks are working on a sending us a couple of suggestions
- There needs to be a documented plan laying out the roll out and promotion of the survey inclusive of communication materials in multiple languages

Community Groups/Non-profits/Multi-cultural organizations/Academics

- PO team is putting together a list of names to add to what has previously been identified inclusive of groups that deal with international students

Happy to chat this through with you today or tomorrow,
Josh

Precarious Work Strategy Engagement Plan (Fall 2022)

Contents

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Background

The Ministry of Labour, as part of its mandate letter commitment, is to make progress “As part of the precarious work strategy, [to] propose employment standards targeted to precarious and gig economy workers...”. Parliamentary Secretary Walker will be launching an engagement in Fall 2022 engagement to gather information and views from relevant workers and companies and First Nations and Indigenous Partners. The purpose will be to assist in proposing potential employment standards amendments for app-based ride-hail and food delivery workers.

Specifically, the engagement and subsequent proposals will address the following issues:

- What employment standards and protections are important to the workers?
- What are the implications and the impacts for the workers and for the companies of having the *Employment Standards Act* apply to app-based ride-hail and food delivery workers (assuming the Act does not already apply, or the workers have been misclassified as independent contractors)?
- Which specific existing employment standards, if any, create real barriers for companies to operate effectively in the province, or for workers to participate in this type of work?
- Are there appropriate minimum standards to address barriers, and allow for the flexibility sought by workers and companies yet still provide protection for workers? For example, how to manage issues like hours of work and overtime for workers who may be engaged on app-based platforms for portions of a day and/or working on more than one platform at one time?

Engagement Approach

Parliamentary Secretary Walker will engage virtually, and in-person with key informants as outlined below, and through written submissions, to gather information and views as follows:

App-Based Ride Hail and Food Delivery Workers:

Virtual and In-person meetings: Regionally based round tables with small numbers of app-based ride-hail and food delivery workers (drivers and cyclists) will be held in a number of communities across the province. The Ministry will collaborate with community-based organizations (e.g., settlement agencies), to assist in organizing roundtables. Every effort will be made to offer translation services for small roundtable worker meetings.

Locations for roundtable meetings will be determined through the engagement approach and advice from companies, community organizations, and the survey. The Lower Mainland has the greatest concentration of gig workers and platforms, however, there will be a focused effort to organize meetings in various communities where it is known there are gig workers, including rural or northern where feasible.

Worker focused Survey: Simultaneously, workers will be engaged through an on-line survey. The survey is being developed with support from the Ministry of Citizens' Services Government's Digital Experience (GDX) team and will include multiple languages (languages to be determined).

The survey will ask respondents for basic information about themselves, their work, and whether they would be willing to provide additional information and how they would be most comfortable providing this through virtual or in person, individually or in a small group setting.

This could provide a unique opportunity to identify workers, including vulnerable workers, willing to further speak on their experience and could be requested to participate in an engagement session. Based on the magnitude of the response, a proportion of those that select further engagement will be invited to participate further to hear from a diversity of vulnerable workers who rely on this type of work for a living wage.

Survey Timelines: Once survey is approved, the time to launch in English is approximately three to four weeks. Messaging will be included that translated surveys will be coming. Translations will take up to a further four weeks to launch. The survey will be live for a total of eight weeks, with approximately four of those weeks in English only.

GDX has a new requirement that any multi-language engagement requires sign-off from the Assistant Deputy Minister (ADM) of GDX and the ADM of Government Communications and Public Engagement (GCPE). Sign-off requires rationale for languages chosen and an outreach plan to reach these linguistic communities.

Reaching a Diverse Audience: Efforts will be made to engage workers and organizations from diverse backgrounds. The ministry will leverage community organizations, First Nations and Indigenous partners, and businesses to promote the survey, with information and promotional materials to be available in similar languages as the survey.

First Nations and Indigenous Partners: Invitations will be extended to First Nations and Indigenous Partner organizations to participate in the engagement with their preference to meet in person or virtually, and to assist in identifying workers. Although the ministry is not aware of specific groups representing Indigenous workers and companies in the impacted sector, the ministry will investigate whether there are any appropriate organizations.

Other Key Stakeholders:

Ride Hailing and Food Delivery Companies: online consultations will be held with companies involved in ride-hail and food delivery. A cross-section of regions and company sizes will be engaged. A request will occur to each company to assist in connecting the Ministry with workers on its app. Example, Door Dash has already offered. Appendix 1 lists ride-hail and food delivery companies operating in BC.

Labour Organizations: online consultations will be held with unions interested in ride-hail and food delivery issues.

Community Organizations: online consultations will be held with organizations (e.g., settlement agencies) that provide supports for immigrant and vulnerable populations to seek their perspective and request their assistance in identifying workers that could participate in the engagement sessions, and to assist in organizing roundtable sessions for workers in their communities.

Business Associations: online consultations will be held with associations and the business community to hear their perspective and views on this issue.

Research Community: online consultations will be held with academics engaged in research on gig workers, particularly those focused on the ride-hail and food delivery sector.

Written Submissions: in consultation meetings, people and organizations will be invited to follow up with written submissions. Submissions can be e-mailed to precariouswork@gov.bc.ca

Summary and Analysis: to support the Parliamentary Secretary, Ministry staff will attend all engagements to make notes for internal use. These notes will be compiled in an internal 'what we heard report' that summarizes input we received from each group, via meetings, survey results and written submissions.

Other Jurisdictions

Employment and Social Development Canada (ESDC) has recently concluded an engagement to understand how current federal labour protections could be updated to reflect current workplace realities. ESDC has engaged workers and employers on:

“the everyday realities of gig workers, including those working on digital platforms. This includes all workers who enter into short-term contracts to complete specific and often one-off tasks, not just those who work through digital platforms like delivery or freelance applications.”

The Ministry will be actively monitoring and seeking out other jurisdictions, including within Canada, on actions they may be taking on precarious work and worker protections as a result.

The results of the federal engagement and subsequent legislative/regulatory actions from the Government of Canada, and other jurisdictions’ actions and approach may inform the work of the provincial engagement and subsequent employment standards proposals.

Next steps

October through January 2023

1. Minister and Parliamentary Secretary approval and sign off of the Engagement Plan, including the proposed meeting schedule set out in Appendix 3.
2. Draft on-line survey for Minister and Parliamentary Secretary approval.
3. Prepare background information, speaking notes and other materials for meetings for Minister and Parliamentary Secretary approval.
4. Initiate on-line survey of ride-hail and food delivery workers.
 - Tentative survey timeline November 2022 to January 2023.
5. Plan logistics on meeting venues, locations, participants, and other details once the engagement plan is confirmed (outlined in Appendix 4).
6. Engage with ride-hail/food delivery workers and companies, advocates and experts, and First Nations and Indigenous Partners.
7. GCPE to develop a communications plan that outlines the engagement approach and informs the public of progress on the precarious work strategy.

Engagement Approach Sign Off:

Honourable Harry Bains

Date

Parliamentary Secretary Adam Walker

Date

Deputy Minister Trevor Hughes

Date

Assistant Deputy Minister Lorie Hrycuik

Date

Appendix 1 - Food Delivery and Ride-Hail Companies

Food Delivery Companies				
Organization	Contact	Title	Email	Region
UberEats	Yanique Williams	Public Policy Manager, Canada	yanique@uber.com	BC-wide
SkiptheDishes	Howard Migdal	Chief Operating Officer (COO)	howard.migdal@justeattakeaway.com	BC-wide
	Kevin Edwards	Chief Executive Officer (CEO)	kevin.edwards@justeattakeaway.com	
DoorDash	Brian Kaufmann	Senior Manager, Head of Public and Government Relations	brian.kaufmann@doordash.com	BC-wide
FromTo	Brandon Grossutti	Founder	contact@fromto.ca	Doesn't appear to be operating: https://www.fromto.ca
Feastify	Chris Thomas	Founder/CEO	info@feastify.com	Select small BC towns: https://feastify.com/
TUTTI	Kaisa Aierken	Director, TUTTI	info@tutti.app	Being sued in Victoria...
Fantuan	Randy Wu	CEO	feedback@fantuan.ca	Lower Mainland - Chinese food delivery. https://www.fantuan.ca/en/
NINJAnow	Cheryl Kerik	Founder	support@ninjanow.com	Vernon only https://ninjanow.com/
LuckyToGo	Mandeep Rana	CEO	operations@ltgtechnologies.com	'Poised to operate' BC-wide. Car-sharing and food delivery. https://luckytogocanada.com/city.php

Ride-Hail Companies				
Trade Name(s)	First Name	Last Name	Email	TNS Regions
Uride	Skye	Volpi	skye@uridetech.com	2,3,4,5
TransRoad	Azad	Payam	reserve@transroad.ca	1
Green Coast Ventures Inc.	DYLAN	GREEN	greendylan@me.com	1,3
Hich	Abolghasem	Abdollahi	abol_abdollahi@yahoo.com	1
InOrbis	Rosario	Fortugno	rosario@inorbis.ca	1,2,3,4,5
GoKabu	Martin	Van Den Hemel	martin.h@gokabu.ca	1,2,3,4,5
Lucky To Go	Kevin	Scott	gm@ltgtechnologies.com	1,2,3,4,5
Lyft	Gabbie	Calvillo	gcalvillo@lyft.com	1
MDD	Sze Kwong	TSU	tsu@mddtn.com	1
Metrorides	Balwinder	Sahota	info@metrorides.ca	1
Apt Rides	Garrinder	Parhar	garriparhar@gmail.com	1
COASTAL RIDES	Ryan	Staley	ryan@coastalrides.ca	3,5
Reryde	Salim	Hirji	reban@reryde.com	2,3,4,5
Ripe Rides	Gagandeep	Goraya	otis@riperides.ca	1,2,3,4,5
Safe Ride Sharing Ltd.	Edward	Wiltshire	supervisor@kelownacabs.ca	4
TappCar	Cam	MacKay	cam@tappcar.com	1,2,3,4
Uber	Michael	Van Hemmen	mvh@uber.com	1

Note: These companies might not be operating yet in the regions for which they have licenses.

Region 1 - Metro Vancouver RD, Fraser Valley RD, Squamish-Lillooet RD

Region 2 - Capital RD

Region 3 - Cowichan Valley RD, Nanaimo RD, Comox Valley RD, Alberni-Clayoquot RD, Strathcona RD, Mt. Waddington RD, qathet (Powell River) RD

Region 4 - Okanagan-Similkameen RD, Central Okanagan RD, North Okanagan RD, Kootenay Boundary RD, Cariboo RD, Thompson-Nicola RD, Columbia-Shuswap RD, East Kootenay RD

Region 5 - Fraser-Fort George RD, Bulkley Nechako RD, Kitimat-Stikine RD, Peach River RD, Northern Rockies RD, North Coast RD, Sunshine Coast RD, Central Coast RD, Islands Trust

Appendix 2 - Academics, Labour Organizations, and Community Organizations

Academics

- Kendra Strauss (SFU)
- Jim Stanford (Centre for Future Work)

Labour Organizations

- UFCW 1518
- BC Federation of Labour
- Employment Standards Coalition
- Worker Solidarity Network
- Gig Workers United
- Student Unions (where feasible)

Community Organizations

- TBC

Business Associations

- Coalition of BC Businesses
- Small Business Roundtable
- BC Chamber of Commerce
- Canadian Federation of Independent Business (CFIB)
- Black Business Association of BC
- BC Taxi Association
- BC's Alliance of Beverage Licensees*
- BC Restaurants and Foodservices Association*

*From the perspective of bar and restaurant food delivery app users.

Appendix 3 - Consultation and Engagement Calendar

October 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	In session 3	In session 4	In session 5	In session 6	7	8
9	Holiday 10	11	12	13	14	15
16	In session 17	In session 18	In session 19	In session 20	21	22
					Virtual Meetings with Community Orgs and Unions TBC <i>PLS HOLD: 9AM – 5PM</i>	
23	In session 24	In session 25	In session 26	In session 27	28	29
					Virtual Meetings with Ride Hailing / Food Delivery Companies TBC <i>PLS HOLD: 9AM – 5PM</i>	

*October engagements will focus on advocates, community organizations, and companies to identify workers and locations for in-person engagements with workers Late October / November.

In-person and roundtable meetings will be planned in communities where sufficient numbers of workers have been identified and may include Greater Vancouver, Victoria, Interior, Island, Fraser Valley, and the North.

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	In session 1	In session 2	In session 3	4 Virtual Meetings with Business Associations and Academics <i>PLS HOLD: 9AM – 5PM</i>	5
6	7 - In-person / roundtable with workers in <i>Victoria</i> <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	8 - In-person / roundtable with workers on <i>Island</i> <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	9 - In-person / roundtable with workers in <i>Interior</i> <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	10 - In-person / roundtable with workers in <i>North</i> <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	11 Statutory Holiday	12
13	In session 14	In session 15	In session 16	In session 17	18 - In-person / roundtable with workers in <i>Fraser Valley</i> <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	19
20	In session 21	In session 22	In session 23	In session 24	25 Engagements with the Indigenous Organizations <i>PLS HOLD: 9AM – 5PM</i>	26

27	28	29	30	Dec 1	Dec 2	
	- In-person / roundtable with workers in Surrey/Delta <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	- In-person / roundtable with workers in Richmond/Burnaby <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	- In-person / roundtable with workers in Vancouver <i>TBD</i> <i>PLS HOLD: 9AM – 5PM</i>	Hold for follow up meetings <i>PLS HOLD: 9AM – 5PM</i>	Hold for follow up meetings <i>PLS HOLD: 9AM – 5PM</i>	

Appendix 4 – Consultation and Engagement Logistics

Meeting schedule will be recorded here once confirmed:

- Companies, labour organizations, academics, community organizations, business associations and Indigenous organizations are invited for virtual meetings.
- Roundtable locations are identified.

Key stakeholder group	Date of meeting	Type of meeting (In person or virtual)	Location (in person or N/A for virtual)	Time of meeting	Status	Comments
Unions & Community Organizations	October 21	Virtual				
Ride-Hail & Food Delivery Companies	October 28	Virtual				
Business Associations and Academics	November 4	Virtual				
Workers - Victoria	November 7	In person				
Workers - Island	November 8	In person				
Workers - Interior	November 9	In person				
Workers - North	November 10	In person				
Workers - Fraser Valley	November 18	In person				
Association of Aboriginal Friendship Centres	November 25	Virtual				
First Nation Leadership Council	November 25	Virtual				
Metis Nation BC	November 25	Virtual				
Workers – Surrey/Delta	November 28	In person				

Workers - Richmond/Burnaby	November 29	In person				
Workers - Vancouver	November 30	In person				
Follow-up	December 1					
Follow-up	December 2					

From: Durrance, Dyllan LBR:EX (Dyllan.Durrance@gov.bc.ca)

To: Newcombe, Samantha LBR:EX (Samantha.Newcombe@gov.bc.ca); Martens, Mikayla LBR:EX (Mikayla.Martens@gov.bc.ca); Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca)

Cc: Hughes, Trevor LBR:EX (Trevor.Hughes@gov.bc.ca); Hourston, Sveah LBR:EX (Sveah.Hourston@gov.bc.ca)

Subject: RE: 65452 - Meeting Note -PDE- MHB-UFCW-Uber Canada - Digital Platform Workers

Sent: 07/19/2023 22:23:27

Attachments: Appendix 1 July 13 2023 - Uber Canada Response - Government of British Columbia Consultations.pdf, Appendix 2 Uber Canada and UFCW Canada - Ministry of Labour Meeting PPT.pdf, Appendix 3 Precarious Work Draft Discussion Paper 2023.pdf, 65452 - Meeting Note -PDE- MHB-UFCW-Uber Canada - Digital Platform Workers.pdf

Message Body:

Hi,

My apologies, please find Appendix 1,2 and 3 that will go along with the attached meeting note.

Thank you,

Dyllan

From: Durrance, Dyllan LBR:EX

Sent: Wednesday, July 19, 2023 2:59 PM

To: Newcombe, Samantha LBR:EX <Samantha.Newcombe@gov.bc.ca>; Martens, Mikayla LBR:EX <Mikayla.Martens@gov.bc.ca>; Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>

Cc: Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>; Hourston, Sveah LBR:EX <Sveah.Hourston@gov.bc.ca>

Subject: 65452 - Meeting Note -PDE- MHB-UFCW-Uber Canada - Digital Platform Workers

Good afternoon,

Meeting note attached for July 25, 2023 meeting with UFCW and Uber Canada re: Digital Platform Workers.

Thank you!

Dyllan

Ministry of Labour

MEETING NOTE

Cliff #: 65452

Date: July 18, 2023

PREPARED FOR: Honourable David Eby, Premier

DATE AND TIME OF MEETING: 12:30 – 1:00 PM, Wednesday, July 25, 2023

ATTENDEES:

- The Honourable David Eby, Premier
- The Honourable Harry Bains, Minister of Labour
- Paul Meinema, National President, UFCW
- Mark Hennessy, Special Assistant to National President, UFCW
- Pablo Godoy, Director for Western Provinces, UFCW
- Laura Miller, Director of Public Policy and Communications, Uber Canada
- Yanique Williams, Public Policy Manager, Uber Canada

ISSUE(S): Establishing employment standards for digital platform workers.

BACKGROUND: UFCW is a national union that represents more than 26,000 workers across British Columbia (BC) in the grocery, retail, industrial food, community health, and cannabis sectors. Uber Canada provides app-based ride-hail and delivery services across Canada, including in Metro Vancouver, Victoria, Kelowna, and Chilliwack.

In 2022, UFCW and Uber Canada entered into an agreement to provide drivers and delivery persons on the Uber platform across Canada access to UFCW representation (e.g., in cases of account deactivation or other account-related disputes with Uber Canada). UFCW and Uber Canada are also publicly advocating for a package of industry standards applicable to all app-based drivers and delivery people.

DISCUSSION: The mandate letters for the Minister of Labour (Minister) and Parliamentary Secretary for Labour highlight the following priorities respecting digital platform workers:

- Continue work to develop a precarious work strategy that reflects the diverse needs and unique situations of today's workers and workplaces; and,
- Propose employment standards and other protections relevant to app-based ride hail and food delivery drivers.

The commitments above are largely a result of a lack of clarity on the application of BC's employment laws to app-based ride-hail and food-delivery workers. Further, the issue is of import because some of the digital platform companies take a view that their

workers are self-employed independent contractors who are exempt from employment laws. Ministry of Labour (Ministry) staff have been engaging with digital platform companies and workers; labour, business, and community organizations; and academics since Fall 2022, to understand their views on this matter and to inform the development of employment standards and other protections applicable to such workers.

Over the last few months, Ministry staff have been meeting with platform companies to help understand the digital platform business model, understand companies' perspectives on the ministry's April 2023 What We Heard Report findings, and on industry-wide employment standards and other protections for app-based ride hail and food-delivery workers. During a recent meeting, Uber Canada and UFCW provided a submission that jointly advocates for the following (see Appendices 1 and 2):

s.21

The above proposed standards and protections primarily align with the issues that have been identified in the What We Heard Report, except for the classification of workers.

On June 21, 2023, Cabinet approved the Minister's recommended option to develop a Request for Legislation to amend the *Employment Standards Act* and *Workers Compensation Act* to enable Cabinet to set by regulation minimum standards and protections under these Acts for gig workers, including ride-hail and food-delivery workers. Cabinet also directed the Ministry to work with the Premier's Office respecting the timing and rollout of the proposed legislation and subsequent regulations.

For the next phase of engagement, Ministry staff have developed a discussion paper (see Appendix 3) that proposes priority employment standards and protections for app-based ride-hail and food-delivery workers to seek perspectives, submissions, and implementation considerations. This discussion paper will be released publicly to continue the engagement with digital platform companies and workers, and with Indigenous partners, labour and employer groups, and other organizations. The engagement will inform the further policy work required to develop detailed regulatory employment standards and protections for these workers, while maintaining the viability

of the services in the province. The timing for the release of the discussion paper is to be determined.

If the preceding approach is approved, prior to introducing legislation, the Ministry will develop and release an intentions paper. The intentions paper will first outline the priority employment standards and protections that the province is intending to implement through proposed legislative and regulatory amendments. Second, that these employment standards and protections will come into a force on a later date, after the amendments receive Royal Assent, and the regulation is deposited. This will provide digital platform companies time to implement the necessary changes.

The new employment standards will be administered and enforced by the Employment Standards Branch (ESB). s.12; s.17
s.12; s.17

It must be noted that the agreement between UFCW and Uber Canada is the subject of much criticism by some stakeholders, most notably worker organizations and academics because it proposes standards that in total are less than those provided by BC's employment laws. The challenge for the province will be signaling to UFCW and Uber Canada its intention to legislate and regulate in this space in a way that preserves the services for citizens and balances the unique nature of app-based work with fair employment standards and other protections for workers.

SUGGESTED RESPONSE/KEY MESSAGING:

- *Thank you for your ongoing engagement with the Ministry of Labour on employment standards and other protections for app-based workers, to help us get it right.*
- *Government's goal is to develop and implement appropriate employment standards and other protections for app-based ride-hail and food delivery workers, while also supporting the viability and effective operation of these services in BC.*
- *The Ministry staff has shared with me your joint proposal on employment standards and protections for these workers.*
- *I appreciate you meeting with me directly to share your input and discuss your proposal. I would be interested to hear your perspectives on what the province should consider to successfully achieve our goal for this sector.*
- *As you may be aware, the Ministry of Labour will be providing additional opportunities for further engagement regarding employment standards and other protections that should be available to app-based ride-hail and food-delivery workers as the policy development process continues.*
- *I would encourage you to continue to participate and share your perspectives in the engagement process.*

ATTACHMENTS:

Appendix 1: Uber Canada Response regarding Consultations on Employment Standards for App-Based Workers

Appendix 2: Uber Canada/UFCW Presentation regarding Supporting App-Based Workers in BC

Appendix 3: Precarious Work Discussion Paper

ADM Contact: Lorie Hrycuik, 778 974 3766

Prepared by: Lydia Zucconi, Senior Policy Advisor, Labour Policy and Legislation

Page 280 of 311 to/à Page 291 of 311

Withheld pursuant to/removed as

s.13 ; s.16

From: Singh, Raunaq LBR:EX (Raunaq.Singh@gov.bc.ca)

To: Bains, Harry LBR:EX (Harry.Bains@gov.bc.ca); j.routledge@leg.bc.ca

Cc: Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca); Dhaliwal, Gurveen LBR:EX (Gurveen.Dhaliwal@gov.bc.ca); Sangha, Jasmeet LBR:EX (Jasmeet.Sangha@gov.bc.ca)

Subject: Materials for UBER-UFCW Meeting Tomorrow

Sent: 07/24/2023 21:17:22

Attachments: Appendix 3 Precarious Work Draft Discussion Paper 2023.pdf, 65452 - Meeting Note -PDE-MHB-UFCW-Uber Canada - Digital Platform Workers.pdf, Appendix 2 Uber Canada and UFCW Canada - Ministry of Labour Meeting PPT.pdf, Appendix 1 July 13 2023 - Uber Canada Response - Government of British Columbia Consultations.pdf, image001.png

Message Body:

Hello Minister and PS,

Just ensuring you have all the materials for tomorrow's meeting with Uber-UFCW and Premier Eby. It would be most helpful to read the Meeting note prepared by staff.

Here is a quick summary of the last meeting staff had with Uber-UFCW:

1. Uber delivered a powerpoint (attached) that lays out our findings from the What we heard report and lays out their policy proposals.

s.13; s.21

Please call me anytime if you have any questions about the materials.

Raunaq Singh

Ministerial Advisor to the Honourable Harry Bains

Minister of Labour

Office: 250-896-1681 ? raunaq.singh@gov.bc.ca

Meeting w/ Uber Eats & UFCW Canada - Consultation On Employment Standards for App-based Workers

From: PSCAL, LBR LBR:EX(mailto:pcal.lbr@gov.bc.ca)
Hold - 230918 - Walker, Adam EMLI:EX(mailto:Adam.Walker@gov.bc.ca);Hrycuik, Lorie
LBR:EX(mailto:Lorie.Hrycuik@gov.bc.ca);Tanner, Michael A
LBR:EX(mailto:Michael.Tanner@gov.bc.ca);Ayers, Jake
LBR:EX(mailto:Jake.Ayers@gov.bc.ca);Krayenhoff, Luke
To: LBR:EX(mailto:Luke.Krayenhoff@gov.bc.ca);McColl, John-Michael
PREM:EX(mailto:JohnMichael.McColl@gov.bc.ca);Ladd, Rebecca
LASS:EX(mailto:Rebecca.Ladd@leg.bc.ca);Jama, Yahya
LASS:EX(mailto:Yahya.Jama@leg.bc.ca);Newcombe, Samantha
LBR:EX(mailto:Samantha.Newcombe@gov.bc.ca)
Sent: 10/27/2022 00:00:00
Priority: 5
Start Time: 10/28/2022 00:00:00
End Time: 10/28/2022 00:00:00
Description:

Uber Eats Attendees:

Yanique Williams - yanique@uber.com

Jake Brockman- jake.brockman@uber.com

Laura Miller - laura.miller@uber.com

UFCW Canada:

Mark Hennessy - mark.hennessy@ufcw.ca

Pablo Godoy - pablo.godoy@ufcw.ca

Microsoft Teams meeting
Join on your computer, mobile app or room device
s.15; s.17

Meeting w/ PS Routledge, Uber & UFCW

From: Newcombe, Samantha LBR:EX(mailto:Samantha.Newcombe@gov.bc.ca)
yanique@uber.com(mailto:yanique@uber.com);Pablo
To: Godoy(mailto:pablo.godoy@ufcw.ca);laura.miller@uber.com(mailto:laura.miller@uber.com);Mark
Hennessy(mailto:mark.hennessy@ufcw.ca)
Sent: 02/14/2023 00:00:00
Priority: 5
Start Time: 02/23/2023 00:00:00
End Time: 02/23/2023 00:00:00
Description:

Meeting w/ Minister Bains, PS Routledge, UFCW & Uber

From: Newcombe, Samantha LBR:EX(mailto:Samantha.Newcombe@gov.bc.ca)
Paul Meinema(mailto:paul.meinema@ufcw.ca);Pablo
To: Godoy(mailto:pablo.godoy@ufcw.ca);laura.miller@uber.com(mailto:laura.miller@uber.com);yanique@uber.com(mailto:yanique@uber.com);'Mark
Hennessy'(mailto:mark.hennessy@ufcw.ca);'Brenda.delpozo@ufcw.ca'(mailto:Brenda.delpozo@ufcw.ca)
Sent: 01/12/2023 00:00:00
Priority: 5
Start Time: 02/02/2023 00:00:00
End Time: 02/02/2023 00:00:00
Description:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting
s.15; s.17

From: Sangha, Jasmeet LBR:EX (Jasmeet.Sangha@gov.bc.ca)
To: Minister, LBR LBR:EX (LBR.Minister@gov.bc.ca)
Cc: Brown, Evan EMLI:EX (Evan.Brown@gov.bc.ca)
Subject: RE: 63033 incoming - UFCW Canada and Uber Canada
Sent: 03/02/2022 21:43:10
Message Body:

We had a meeting with them yesterday so I don't think we have to do anything with this.

J

From: Minister, LBR LBR:EX <LBR.Minister@gov.bc.ca>
Sent: February 9, 2022 3:55 PM
To: Sangha, Jasmeet LBR:EX <Jasmeet.Sangha@gov.bc.ca>
Cc: Brown, Evan LBR:EX <Evan.Brown@gov.bc.ca>
Subject: FW: 63033 incoming - UFCW Canada and Uber Canada

FYD please!

Ryan Chew
Administrative Assistant
The Office of the Hon. Harry Bains
Minister of Labour
Legislative Assembly of British Columbia
E: Ryan.Chew@gov.bc.ca

From: Mark Hennessy <mark.hennessy@ufcw.ca>
Sent: February 9, 2022 10:50 AM
To: Minister, LBR LBR:EX <LBR.Minister@gov.bc.ca>
Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Walker, Adam LASS:EX <Adam.Walker.MLA@leg.bc.ca>; Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>; Meggs, Geoff PREM:EX <Geoff.Meggs@gov.bc.ca>; Hockin, Amber PREM:EX <Amber.Hockin@gov.bc.ca>; Yanique Williams <yanique@uber.com>; Jake Brockman <jake.brockman@uber.com>
Subject: 63033 incoming - UFCW Canada and Uber Canada

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello Minister Bains,

Please find attached a letter from Paul Meinema, UFCW Canada and Laura Miller, Uber Canada, in follow up to our announcement made only a couple of weeks ago. We plan to follow up with further details on our proposed package of protections as they relate to the legislative process which we will share once finalized.

In the meantime, please feel free to contact me should you have any questions, require more information or wish to meet.

Thank you,

Mark Hennessy
Special Assistant to the National President
Adjoint spécial au président national

UFCW Canada | United Food and Commercial Workers Union
TUAC Canada | Syndicat des Travailleurs et travailleuses unis de l'alimentation et du commerce

Tel / Tél. : 416-679-3411
Mobile / Cell. : 613-853-4137
E-mail / Courriel : mark.hennessy@ufcw.ca

Pronouns / Pronoms : he, him / il, lui

www.ufcw.ca | www.tuac.ca

From: Yanique Williams (yanique@uber.com)
To: Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca)
Subject: Re: UBCM 2023 Meeting Request
Sent: 09/20/2023 21:50:40
Message Body:

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Great, I'll head to the lobby as well. For ease of reference, I'm in a Black and white checkered blazer.

On Wed, Sep 20, 2023 at 2:43 PM Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca> wrote:

Im just heading to the main lobby. Getting my my minister toward his hotel and I will be dree

Get Outlook for iOS<<https://aka.ms/o0ukef>>

From: Yanique Williams <yanique@uber.com>
Sent: Wednesday, September 20, 2023 2:39:11 PM
To: Renneberg, Tim LBR:EX <tim.renneberg@gov.bc.ca>
Subject: Re: UBCM 2023 Meeting Request

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Great, I'm here as well. I can meet after she wraps.

On Wed, Sep 20, 2023 at 2:25 PM Renneberg, Tim LBR:EX
<Tim.Renneberg@gov.bc.ca<mailto:Tim.Renneberg@gov.bc.ca>> wrote:
I'm just in Minister Kang's speech now. Should be wrapping ahortly

Get Outlook for

iOS<<https://aka.ms/o0ukef><[---

From: Yanique Williams <yanique@uber.com<mailto:yanique@uber.com>>
Sent: Wednesday, September 20, 2023 1:00:41 PM
To: Renneberg, Tim LBR:EX <tim.renneberg@gov.bc.ca<mailto:tim.renneberg@gov.bc.ca>>
Subject: Re: UBCM 2023 Meeting Request](https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Faka.ms%2Fo0ukef&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IjkihaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=BW73%2F8CH1IQR0%2BwGNPDA%2Fn60ja8ylsqB1Mx%2BQoDoQts%3D&reser ved=0>>>></p></div><div data-bbox=)

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Tim,

Thanks, 2:30pm works for me.

I'm happy to meet you at a location that works best for you.

Looking forward to connecting with you.

Best,

Yanique

On Wed, Sep 20, 2023 at 12:26 PM Renneberg, Tim LBR:EX

<Tim.Renneberg@gov.bc.ca<mailto:Tim.Renneberg@gov.bc.ca><mailto:Tim.Renneberg@gov.bc.ca>mailto:Tim.Renneberg@gov.bc.ca>>> wrote:

I'm available after 2:30 or we can connect at the CUPE reception

Get Outlook for

iOS<<https://aka.ms/o0ukef><<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Faka.ms%2F00ukef&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=BW73%2F8CH1IQR0%2BwGNPDA%2Fn60ja8ylsqB1Mx%2BQoDoQts%3D&reserved=0>><[https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Faka.ms%2F00ukef&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=LruNDLNqrBkPrAw7ZbsjZx8e0C6F2rkxVTMmnTbjao4%3D&reserved=0](https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Faka.ms%2F00ukef&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7Cb9d68003e93b4b60bc0f08dbba144c55%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308368587050289%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=LruNDLNqrBkPrAw7ZbsjZx8e0C6F2rkxVTMmnTbjao4%3D&reserved=0)><<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Faka.ms%2F00ukef&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=BW73%2F8CH1IQR0%2BwGNPDA%2Fn60ja8ylsqB1Mx%2BQoDoQts%3D&reserved=0>>>>

From: Yanique Williams

<yanique@uber.com<mailto:yanique@uber.com><mailto:yanique@uber.com>mailto:yanique@uber.com>>>

Sent: Wednesday, September 20, 2023 6:42:48 AM

To: Renneberg, Tim LBR:EX

<Tim.Renneberg@gov.bc.ca<mailto:Tim.Renneberg@gov.bc.ca><mailto:Tim.Renneberg@gov.bc.ca>mailto:Tim.Renneberg@gov.bc.ca>>>

Subject: Re: FW: UBCM 2023 Meeting Request

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Tim,

Apologies for the delay. I was in Surrey yesterday alongside CNIB to engage directly with drivers at our Green Light Hub about National Guide Dog Access Awareness Month. Check this link to learn more about it here<<https://www.uber.com/en-CA/newsroom/2023-guide-dog-access-awareness-month/><<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.uber.com%2Fen-CA%2Fnewsroom%2F2023-guide-dog-access-awareness-month%2F&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=Bvo7jFIG96IFgbbkQwe7mNjPYPbQdFfOuz2ttDA9axw%3D&reserved=0>><<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.uber.com%2Fen-CA%2Fnewsroom%2F2023-guide-dog-access-awareness-month%2F&data=05%7C01%7Ctim.reneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735069966%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=Bvo7jFIG96IFgbbkQwe7mNjPYPbQdFfOuz2ttDA9axw%3D&reserved=0>>>>

<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.uber.com%2Fen-CA%2Fnewsroom%2F2023-guide-dog-access-awareness-month%2F&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7Cb9d68003e93b4b60bc0f08dbba144c55%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308368587050289%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=CQv7e1XFzgxV%2BhbqMO4EJT7jD696Ml1MTvuyH2UaH58%3D&reserved=0><h

<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.uber.com%2Fen-CA%2Fnewsroom%2F2023-guide-dog-access-awareness-month%2F&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735226180%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=LQMOWplcn6SjoWRxLGY%2FGypDHyPA117Errion8r9Apk%3D&reserved=0>>>>

Understanding that CNIB and Uber have a joint meeting request with you, I'm hoping to use our meeting as an opportunity for a brief hello on the margins of UBCM.

Please let me know if your schedule allows a meeting any time today between 1:30-4pm. I'll also be at the three receptions today (Trade Show, BC Gov't and CUPE).

Looking forward to hearing from you.

Best,

Yanique

--

Yanique Williams (she/her/elle)

Public Policy Manager, Canada

[Uber]<<https://uber.com/><<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fuber.com%2F&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735226180%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=QjP08FOCDKbsO8IFVLu2WDxExkHqkuMlMAN%2B3gaX4%3D&reserved=0>><[https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fuber.com%2F&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7C9c45ae7431544dc9861008dbba220f4c%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308427735226180%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=QjP08FOCDKbsO8IFVLu2WDxExkHqkuMlMAN%2B3gaX4%3D&reserved=0](https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fuber.com%2F&data=05%7C01%7Ctim.renneberg%40gov.bc.ca%7Cb9d68003e93b4b60bc0f08dbba144c55%7C6fdb52003d0d4a8ab036d3685e359adc%7C0%7C0%7C638308368587050289%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=IRUYJR9hnphTj%2FI%2F8DRw2jxq9PMhdUdxejUV8Yk%2BoZY%3D&reserved=0)>>>

On Tue, Sep 19, 2023 at 10:26 AM Renneberg, Tim LBR:EX

<Tim.Renneberg@gov.bc.ca<<mailto:Tim.Renneberg@gov.bc.ca>><<mailto:Tim.Renneberg@gov.bc.ca><<mailto:Tim.Renneberg@gov.bc.ca>>><<mailto:Tim.Renneberg@gov.bc.ca><<mailto:Tim.Renneberg@gov.bc.ca>><<mailto:Tim.Renneberg@gov.bc.ca>>>>> wrote:

Hi Yanique,

As you might be aware, Raunaq has moved on to another ministry and he flagged this for me. I'm in Vancouver supporting the minister this week. Would be happy to sit down with you today or tomorrow. Let

me know what windows you have open.

[http://gww.bcid.gov.bc.ca/Downloads/logos/png/BCID_V_rgb_pos.png]

Tim Renneberg

Chief of Staff to the Honourable Harry Bains

Minister of Labour

Mobile: 250-480-8269 •

tim.renneberg@gov.bc.ca<mailto:tim.renneberg@gov.bc.ca><mailto:tim.renneberg@gov.bc.ca<mailto:tim.renneberg@gov.bc.ca>><mailto:tim.renneberg@gov.bc.ca<mailto:tim.renneberg@gov.bc.ca>>>>

From: Yanique Williams

<yanique@uber.com<mailto:yanique@uber.com><mailto:yanique@uber.com<mailto:yanique@uber.com>><mailto:yanique@uber.com<mailto:yanique@uber.com>>>>

Sent: Friday, September 15, 2023 8:36 AM

To: Singh, Raunaq PSFS:EX

<Raunaq.Singh@gov.bc.ca<mailto:Raunaq.Singh@gov.bc.ca><mailto:Raunaq.Singh@gov.bc.ca<mailto:Raunaq.Singh@gov.bc.ca>><mailto:Raunaq.Singh@gov.bc.ca<mailto:Raunaq.Singh@gov.bc.ca>>>>

Subject: UBCM 2023 Meeting Request

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Raunaq,

I hope this message finds you all well. As UBCM 2023 is fast approaching I wanted to take some time to inquire whether you or your team will be attending as I would greatly appreciate the opportunity to meet with you at the convention.

If your schedule allows, please let me know your availability, and we can arrange a convenient time to meet.

I look forward to the prospect of connecting. I'm hoping to use this as an opportunity to connect in person

while I'm in the province.

Thank you for considering my request, and I hope to meet you at UBCM 2023.

Warm regards,

Yanique

--

Yanique Williams (she/her/elle)

Public Policy Manager, Canada

yanique@uber.com<<mailto:yanique@uber.com>><<mailto:yanique@uber.com><<mailto:yanique@uber.com>>>
<<mailto:yanique@uber.com><<mailto:yanique@uber.com>>><<mailto:yanique@uber.com><<mailto:yanique@uber.com>>>> | 437-249-3086

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From: Singh, Raunaq AG:EX (Raunaq.Singh@gov.bc.ca)
To: Sangha, Jasmeet LBR:EX (Jasmeet.Sangha@gov.bc.ca); Renneberg, Tim LBR:EX (Tim.Renneberg@gov.bc.ca)
Subject: FW: UBCM 2023 Meeting Request
Sent: 09/15/2023 20:45:34
Message Body:

Here's a Friday gift for you guys...

From: Yanique Williams <yanique@uber.com>
Sent: Friday, September 15, 2023 8:36 AM
To: Singh, Raunaq PSFS:EX <Raunaq.Singh@gov.bc.ca>
Subject: UBCM 2023 Meeting Request

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Raunaq,

I hope this message finds you all well. As UBCM 2023 is fast approaching I wanted to take some time to inquire whether you or your team will be attending as I would greatly appreciate the opportunity to meet with you at the convention.

If your schedule allows, please let me know your availability, and we can arrange a convenient time to meet.

I look forward to the prospect of connecting. I'm hoping to use this as an opportunity to connect in person while I'm in the province.

Thank you for considering my request, and I hope to meet you at UBCM 2023.

Warm regards,

Yanique

--

Yanique Williams (she/her/elle)

Public Policy Manager, Canada

yanique@uber.com | 437-249-3086

INCLUDEPICTURE "https://s3.amazonaws.com/uber-static/emails/2018/global/logos/Uber_Logo_Black_RGB.png" \d * MERGEFORMAT

From: Sangha, Jasmeet LBR:EX (Jasmeet.Sangha@gov.bc.ca)
To: Minister, LBR LBR:EX (LBR.Minister@gov.bc.ca)
Cc: Brown, Evan EMLI:EX (Evan.Brown@gov.bc.ca)
Subject: RE: 63033 incoming - UFCW Canada and Uber Canada
Sent: 03/02/2022 21:43:10
Message Body:

We had a meeting with them yesterday so I don't think we have to do anything with this.

J

From: Minister, LBR LBR:EX <LBR.Minister@gov.bc.ca>
Sent: February 9, 2022 3:55 PM
To: Sangha, Jasmeet LBR:EX <Jasmeet.Sangha@gov.bc.ca>
Cc: Brown, Evan LBR:EX <Evan.Brown@gov.bc.ca>
Subject: FW: 63033 incoming - UFCW Canada and Uber Canada

FYD please!

Ryan Chew
Administrative Assistant
The Office of the Hon. Harry Bains
Minister of Labour
Legislative Assembly of British Columbia
E: Ryan.Chew@gov.bc.ca

From: Mark Hennessy <mark.hennessy@ufcw.ca>
Sent: February 9, 2022 10:50 AM
To: Minister, LBR LBR:EX <LBR.Minister@gov.bc.ca>
Cc: Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Walker, Adam LASS:EX <Adam.Walker.MLA@leg.bc.ca>; Hughes, Trevor LBR:EX <Trevor.Hughes@gov.bc.ca>; Meggs, Geoff PREM:EX <Geoff.Meggs@gov.bc.ca>; Hockin, Amber PREM:EX <Amber.Hockin@gov.bc.ca>; Yanique Williams <yanique@uber.com>; Jake Brockman <jake.brockman@uber.com>
Subject: 63033 incoming - UFCW Canada and Uber Canada

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello Minister Bains,

Please find attached a letter from Paul Meinema, UFCW Canada and Laura Miller, Uber Canada, in follow up to our announcement made only a couple of weeks ago. We plan to follow up with further details on our proposed package of protections as they relate to the legislative process which we will share once finalized.

In the meantime, please feel free to contact me should you have any questions, require more information or wish to meet.

Thank you,

Mark Hennessy
Special Assistant to the National President
Adjoint spécial au président national

UFCW Canada | United Food and Commercial Workers Union
TUAC Canada | Syndicat des Travailleurs et travailleuses unis de l'alimentation et du commerce

Tel / Tél. : 416-679-3411
Mobile / Cell. : 613-853-4137
E-mail / Courriel : mark.hennessy@ufcw.ca

Pronouns / Pronoms : he, him / il, lui

www.ufcw.ca | www.tuac.ca

From: Hold - 220704 - Duncan, Kate LBR:EX (Kate.Duncan@gov.bc.ca)
To: Minister, LBR LBR:EX (LBR.Minister@gov.bc.ca)
Subject: FW: Meeting Request: UFCW Canada and Uber Canada - Polling data
Sent: 02/22/2022 23:03:08
Attachments: Pollara Memo on Survey of Drivers and Delivery People on the Uber Platform in Canada.pdf
Message Body:

I have put this in the spreadsheet but I will leave you to Cliff it.

Thanks

Kate Duncan

Administrative Coordinator to the Honourable Harry Bains, Minister of Labour
PO Box 9044 Stn Prov Gov, Victoria, BC, V8W 9E2 | 778-974-5975

From: Mark Hennessy <mark.hennessy@ufcw.ca>
Sent: February 22, 2022 1:41 PM
To: Minister, LBR LBR:EX <LBR.Minister@gov.bc.ca>
Cc: Duncan, Kate LBR:EX <Kate.Duncan@gov.bc.ca>; Moraes, Josh LBR:EX <Josh.Moraes@gov.bc.ca>; Renneberg, Tim LBR:EX <Tim.Renneberg@gov.bc.ca>; Yanique Williams <yanique@uber.com>; Jake Brockman <jake.brockman@uber.com>
Subject: Meeting Request: UFCW Canada and Uber Canada - Polling data

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hello,

In addition to our letter sent to you on February 9th, we would like to share the attached polling information compiled by Uber Canada with drivers and delivery persons across Canada.

Would it be possible to set up a meeting with Minister Bains to discuss both the attached poll and our package of legislative proposals? We are willing to travel to meet in person, both Uber and Paul Meinema, National President, have the following dates available:

March 1st ? anytime
March 2nd ? morning only
April 6th and 7th ? anytime

Anything you can do would be greatly appreciated.

Thank you,

Mark Hennessy

Special Assistant to the National President
Adjoint spécial au président national

UFCW Canada | United Food and Commercial Workers Union
TUAC Canada | Syndicat des Travailleurs et travailleuses unis de l'alimentation et du commerce

Tel / Tél. : 416-679-3411
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Pronouns / Pronoms : he, him / il, lui

www.ufcw.ca | www.tuac.ca

TO: Uber Canada

FROM: Craig Worden, Mubashera Kothawala

DATE: February 16, 2022

RE: **Key findings of survey among drivers and delivery people on the Uber Canada platform about the recently-announced UFCW Canada Agreement**

METHODOLOGY IN BRIEF

The following memorandum provides a summary of the key findings of an online survey conducted by Pollara Strategic Insights, on behalf of Uber Canada, amongst a randomly selected, representative sample of N=1,000 rideshare drivers and delivery people on the Uber platform from February 2-9, 2022. Survey results amongst the total sample carry a margin of error of $\pm 3.1\%$, 19 times out of 20. Sub-samples carry higher margins of error, such as BC drivers and delivery people (n=197; $\pm 7.0\%$) and Ontario drivers and delivery people (n=537; $\pm 4.2\%$) Full methodological details can be found at the end of this memorandum.

KEY FINDINGS

- There is **very high and intense support amongst drivers and delivery people for the new agreement between Uber Canada and UFCW Canada.**
 - After reading a description of the agreement, 85% of all drivers and delivery people expressed support for it. Only 6% were opposed. Notably, 87% of drivers and delivery people in BC and Ontario were supportive.
- **Drivers and delivery people also provide resounding support to their provincial government enacting the slate of industry reforms for app-based workers** that are laid out in Uber Canada-UFCW Canada agreement.
 - After reading the list of the reforms, 89% of drivers and delivery people expressed support and only 4% were opposed. Nine-in-ten drivers and delivery people in BC (91%) and Ontario (90%) were supportive.
 - Testing support for each of the reforms individually revealed high, strong support for provincial governments enacting the package of reform, with each element garnering between 86% to 91% support.
- These high levels of support for the Uber Canada-UFCW Canada agreement and their industry reform proposals are not surprising given that **the goals of the agreement and reforms appear to align very strongly with driver and delivery people's values and preferences.**

*Craig Worden, President & Chief Innovation Officer: craigworden@pollara.com
Mubashera Kothawala, Associate Vice President: mubasherakothawala@pollara.com
www.pollara.com*

- Notably, about nine-in-ten drivers and delivery people indicate that flexibility and control of their schedule (91%) and being their own boss (85%) are extremely or very important to them. And, about nine-in-ten drivers and delivery people agree that their driving/delivering work provides them with the scheduling flexibility they cannot get from a traditional job (95%), that it is work they would not be able to do without the scheduling flexibility (89%), and that it is important that any changes to app-based driving and delivering should protect the flexibility of drivers' schedules (95%).

DETAILED FINDINGS

Awareness and Support for the Uber Canada – UFCW Canada Agreement

- Although the survey was launched within a week of the announcement of the Uber Canada – UFCW Canada agreement, **69% of drivers and delivery people indicate awareness** of it. At the time of the survey fielding, **familiarity with the agreement was moderate**, as only 18% indicated they were very familiar with it, 17% were moderately familiar, and 34% were aware but knew little-to-no details.
- **Among the 69% indicating awareness of the agreement, 60% indicated support** for it – without being given additional information about the agreement. Support was somewhat higher in BC (69%) and Ontario (61%). **Only 9% of aware drivers and delivery people were opposed**, and 31% were unsure – likely due to relatively low familiarity so soon after the announcement.
- Upon reading the description of the agreement below, **85% of all drivers and delivery people expressed support** for it, while only 6% were opposed to it. Notably, 87% of drivers in BC and Ontario were supportive.

Uber Canada and UFCW Canada announced a new agreement that ensures drivers and delivery people who work with Uber will **maintain the same control and flexibility** that they have now, while gaining new benefits and protections, including:

1. A commitment from **Uber Canada and UFCW Canada to call on provincial governments to enact industry-wide reforms for app-based workers that protect flexibility and require companies to provide new benefits to workers**. Examples of potential benefits include a minimum earnings guarantee that is higher than minimum wage, a flexible benefits fund, occupational accident coverage, and notice before termination or termination pay.
2. If requested by drivers and couriers on the Uber platform, UFCW will provide them with representation free of charge when they are facing account deactivations and other disputes with Uber. And, UFCW Canada and Uber Canada have committed to meeting regularly to **discuss and improve health, safety, and other related issues**.

- Support is high across all key segments of drivers and delivery people on the Uber platform, including rideshare drivers (81%), delivery people (86%), and those who are both rideshare drivers and delivery people (86%); those who work full-time (87%), part-time (84%) or

occasionally (86%) as drivers or delivery people; the 18-29 (89%), 30-44 (85%), and 45+ age brackets (81%); women (89%) and men (85%); racialized/visible minority (88%) and white/Caucasian (83%) drivers and delivery people, and no fewer than 80% of drivers and delivery people in any province/region.

Support for Government Action on Industry Reforms

- Upon reading the industry-wide reforms proposed in the Uber Canada-UFCW Canada agreement below, **89% of drivers and delivery people expressed support for their provincial government enacting the slate of reforms**. Only 4% of drivers and delivery people were opposed. Nine-in-ten drivers in BC (91%) and Ontario (90%) were supportive.

And, overall, how much do you support or oppose your provincial government enacting industry-wide reforms for app-based workers that maintains drivers' independent contractor status with the same control and flexibility that they have now, and provides them with new benefits and protections?

The industry-wide reforms would require app-based companies to provide workers with some benefits, which could include things like:

- **Protecting flexibility for** drivers in deciding if, when, and where they want to work
- **A minimum earnings guarantee of 120% of minimum wage**, with no maximum on what drivers can earn
- **A company paid flexible benefits fund** for drivers and delivery people who work a minimum amount where the driver gets to pick what benefit(s) to use their funds for
- **Occupational accident coverage** that covers injury on the job
- **Notice before termination or termination pay** for non-safety-related account deactivations
- **Worker access rights**, including organizing and collective bargaining rights if existing thresholds of support are met

- Testing support for each of the reforms individually revealed **high, strong support for provincial governments enacting the package of reform**, with each element garnering between 86% to 91% support from drivers and delivery people. Support in BC (87% to 93%) and Ontario (87% to 92%) was slightly stronger than the national results.
 - **Occupational accident coverage** (91% support) and **protecting the flexibility for drivers and delivery people** choosing when, where and how they work (91% support) garner the highest levels of support, followed closely by the **minimum earnings guarantee** of 120% minimum wage, with no maximum on earnings (90% support).
 - In BC, these three reforms were supported by 93%, 90%, and 91% of drivers and delivery people, respectively. In Ontario, they were supported by 92%, 92%, and 91% of drivers and delivery people, respectively.

- The **flexible benefits fund** (89% support) and **termination notice/pay** provisions (89% support) were supported by just shy of nine-in-ten drivers and delivery people. And, 86% supported **worker access rights**.
 - In BC, these three reforms were supported by 89%, 87%, and 89% of drivers and delivery people, respectively. In Ontario, they were supported by 90%, 89%, and 87% of drivers and delivery people, respectively.
- Notably, almost nine-in-ten drivers and delivery people agree that the proposed reforms are ***“a better alternative than forcing drivers to be employees with no schedule flexibility”*** (88%) and ***“a better alternative than letting them be independent contractors with no benefits or protections”*** (86%).
- Almost nine-in-ten drivers and delivery people also agree that the proposed reforms are ***“a good compromise for drivers”*** (89%), and that ***“these reforms should be enacted by the government”*** (87%). Finally, almost all drivers and delivery people (95%) feel that ***“when considering changes to employment laws dealing with app-based rideshare or delivery drivers, the government should also respect and honour the wishes of drivers”***.

Drivers and Delivery People’s values, preferences, and views on app-based driving work

- Nine-in-ten drivers and delivery people across Canada (91%) indicate that ***“flexibility and control over my schedule, in terms of when and where I work”*** is extremely or very important to them in terms of their work with Uber. This is also true of BC (89%) and Ontario (90%) drivers and delivery people.
- Another nine-in-ten drivers and delivery people also indicate it is extremely or very important to them that their work with Uber ***“allows me to schedule - or turn off - work so that I can take care of family, health, education, and/or other work responsibilities”***. This is also true of BC (88%) and Ontario (92%) drivers and delivery people.
 - The importance of flexibility is driven by drivers and people’s circumstances, as just a quarter (26%) describe themselves as a full-time driver or deliver person, whereas three-quarters (74%) describe their driving/delivering as part-time (49%) or occasional (25%).
- An overwhelming majority (85%) of drivers and delivery people also say it is extremely or very important to them that their work with Uber ***“allows me to be my own boss”***. This is also true of BC (79%) and Ontario (86%) drivers and delivery people.
- These values, preferences, and needs align with the nature of drivers and delivery people’s work on the Uber platform as well as the objectives of the new Uber Canada – UFCW Canada agreement, as nine-in-ten drivers and delivery people agree that their driving/delivering work provides them with the ***“flexibility to choose when, where, and how I work, which I can’t get from a traditional job”*** (95%), and that it is work that they ***“wouldn’t be able to do anymore if it didn’t offer a flexible schedule”*** (89%).

FULL METHODOLOGICAL DETAILS

This memorandum provides a summary of the key findings of an online survey conducted by Pollara Strategic Insights, on behalf of Uber Canada, amongst a randomly selected, representative sample of N=1,000 rideshare drivers and delivery people (app-based workers) on the Uber platform from February 2-9, 2022.

- *Specifically, from Uber's database, Pollara invited drivers who had driven or delivered with Uber in the past 3 months. An email invitation was issued by Pollara to drivers and delivery people, which contained a secure, unique, single-use link to the survey hosted on Pollara's secure survey platform servers. The invitation stressed the confidentiality and anonymity of the respondent's answers and that Pollara was an independent research firm.*

In order to ensure the reliability and representativeness of the sample, the final dataset was weighted using standard statistical techniques in order to match the actual demographics and driving patterns of drivers and delivery people on the Uber platform within the past 3 months.

- *Specifically, the data is statistically weighted according to the following characteristics of the past 3-month driver and delivery person population: gender identity, age, province, driving type (rideshare drivers only, delivery people only, and those who fall into both categories), number of months since the first trip, number of weeks since the last trip, number of trips in the past 90 days, and number of lifetime trips completed.*

Survey results amongst the total sample carry a margin of error of $\pm 3.1\%$, 19 times out of 20. Sub-samples carry higher margins of error, such as BC drivers and delivery people ($n=197$; $\pm 7.0\%$) and Ontario drivers and delivery people ($n=537$; $\pm 4.2\%$).