

COLLECTIVE AGREEMENT

Between

**BROADWAY DRIVING SCHOOL LTD.
Vancouver Island
(O/A YOUNG DRIVERS OF CANADA)**

and

**MoveUP - The Canadian Office and
Professional Employees Union, Local 378**

July 1st, 2020 – June 30th, 2023

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**ARTICLE 1 – INTRODUCTION, THE INTEGRITY OF THE BARGAINING UNIT
AND THE COLLECTIVE AGREEMENT**

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Company, the Union and the employees, to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of all disputes and grievances through the use of the grievance and arbitration procedures contained herein, and to provide for the most efficient and effective operations of the Company's business as it pertains to Union employees.

1.02 IMPACT OF LEGISLATION

- (a) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by advertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

1.03 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

1.04 PROTECTION OF EXISTING WORKING CONDITIONS

Benefits and other terms of employment not specifically addressed in this collective agreement shall continue in full force and effect unless cancelled or terminated as follows:

- (i) serving the Union written notice within thirty (30) days of ratification of the Agreement; or

- (ii) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 JUST CAUSE

The Union recognizes the right of the Company to discipline, transfer or discharge any employee, for just and reasonable cause.

2.02 COMPANY RECOGNITION

The Union further recognizes the right of the Company to operate and manage its business in all respects.

2.03 COMPANY RULES AND REGULATIONS

The Company also reserves the right to supplement and alter from time to time reasonable rules, policies, procedures and regulations to be observed by the employees.

2.04 COPY OF NEW RULES

The Company will provide copies of new rules to affected employees and send a copy to the Union office prior to them coming into effect upon ratification of the Agreement.

ARTICLE 3 – RECOGNITION OF THE UNION AND UNION SECURITY

3.01 UNION EXCLUSIVE BARGAINING AGENT

The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit as certified or amended by the Labour Relations Board of British Columbia.

3.02 UNION MEMBERSHIP

All employees shall, as a condition of employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes effective shall become members of the Union upon successful completion of their twelfth (12) week of employment.

3.03 UNION DUES

- (a) **Union Dues – Deduction** – The Company agrees to deduct monthly from the earnings of each employee, Union Dues and Initiation Fees from time-to-time fixed by the Union dependant on written notification to the Company. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from the employees upon proper written notification from the Local Executive of the Union.
- (b) **Reporting of Dues Deducted** – The Company agrees to show on each employee’s annual T4 slip the amount of Union dues deducted.

3.04 UNION DUES – REMITTING

The total amount so deducted shall be remitted with the mutually agreed upon itemized statement to the Secretary-Treasurer of the Local Union within thirty (30) days following the month for which the Union dues were deducted.

3.05 SHOP STEWARD RECOGNITION

The Company agrees to recognize two (2) Shop Stewards as designated by the Union. The Company shall accord a hearing to the Shop Stewards for settlement of disputes and grievances.

3.06 UNION LEAVE – SHORT TERM

Upon two (2) weeks’ notice from the union office, the Company may grant a leave of absence without pay of up to three (3) working days to attend an annual union convention or training program. Such leave shall not occur during the summer months (June to August) and will not be unreasonably denied.

3.07 NOTIFICATION TO THE UNION; PRIOR TO CERTAIN CHANGES

The Company agrees to notify the Shop Steward, when discharging, laying off, promoting or demoting any bargaining unit employee.

3.08 NEW EMPLOYEES ORIENTATION

Each newly hired employee will be introduced to a Shop Steward at the first opportunity when doing so will not cause an undue interruption with either the employee’s or the Steward’s job duties. In any event, such introductions will take place within two (2) weeks of the date the employee is eligible to join the union. The Parties agree that the

introduction will take place at a time mutually agreed between the Company and the Shop Steward.

3.09 UPDATE ON EMPLOYEE ADDRESSES

Upon request, the Company agrees to provide the Union not more than once each quarter with the names and addresses of all the employees in the bargaining unit.

ARTICLE 4 – DISCIPLINE

4.01 REASONS FOR DISCIPLINE WRITTEN

The Company shall set out in writing its reasons for any discipline resulting in the warning, suspension or discharge of an employee.

4.02 RIGHT TO REPRESENTATION

When the Company chooses to implement a warning (verbal or written), a suspension or a discharge, the employee being disciplined shall have the opportunity to have a shop steward present, provided that this does not result in an undue delay of the disciplinary process.

At the employee's option, where the unavailability of a shop steward will result in undue delay, the disciplined employee may be represented by another employee in the bargaining unit.

4.03 EMPLOYEE ADVISED OF COMPLAINT

No complaint shall be recorded against an employee unless the employee is advised of it within fourteen (14) calendar days of the Company's knowledge of the incident or occurrence giving rise to the complaint.

4.04 LIMITATION ON HOLDING DISCIPLINE AGAINST EMPLOYEE

Any written or verbal warning shall be automatically cancelled after twelve (12) months so long as the employee has no subsequent discipline over the same twelve (12) months.

4.05 ACCESS TO PERSONNEL FILE

Upon reasonable notice and at a reasonable time, employees shall be allowed to review their personnel files and have access to the grievance and arbitration processes to dispute any entries in their file. Copies of all disciplinary entries onto the personnel file will be given to the employee at the time of filing.

4.06 SIGNING NOT AGREEMENT

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

4.07 UNION SUPPORT NOT SUBJECT TO DISCIPLINE

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a labour dispute. Failure to cross a picket line shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

4.08 MOONLIGHTING

- (a) No employee who works for the company shall work for or financially participate in any other driver-training-related school, while actively employed by the Company.
- (b) No employee shall offer his/her services to anyone not enrolled or who potentially could be enrolled as a customer of the Company without the Company's knowledge.
- (c) A violation of this Article shall be cause for discipline and may be grounds for termination.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 COOPERATE TO ADJUST GRIEVANCES

It is agreed that grievances and disputes relative to the interpretation, application, operation or alleged violation of the clauses of this Agreement which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time. In order to facilitate the foregoing, the parties agree to abide by the following:

- (a) **Disclosure** – The Union agrees that grievance forms shall contain details sufficient for the Company to respond. The Company agrees to provide a written response which contains sufficient details to enable the Union to respond. The Company agrees that first level supervisors who made the original decision which is the subject of the grievance shall be available at all levels of the grievance procedure.
- (b) **No Discussion with Grievor** – The Company agrees that after a grievance has been initiated by the Union, the Company's representatives will not enter into any discussion or negotiation,

with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union representative.

- (c) **Representation** – The Company and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union.
- (d) **Time to Process Grievance** – Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from management. Such permission shall not be unreasonably withheld. Where the grievance requires an Instructor shop steward, meetings with management will be arranged by the employer and the shop steward at a time where customer service is not disrupted.

5.02 GRIEVANCE PROCEDURE STEPS

- (a) **Informal Step** - As an informal Step the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports.
- (b) **Step One** - At this Step notice in writing of the grievance must be filed by the Shop Steward with a person designated by the Company and a copy directed to the General Manager's office within fourteen (14) calendar days of the employee's knowledge of the incident or occurrence giving rise to the grievance.

Any meeting between the Parties at this Step must involve the employee, his/her Shop Steward and the Management person to whom the employee reports.

The Company shall respond in writing within fourteen (14) days of this meeting. If the Company does not respond within fourteen (14) days the grievance will automatically be advanced to Step 2.

- (c) **Step Two** - In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, the Union may, within seven (7) days of receiving the Company's reply in Step 1, advance the Grievance to Step 2. In this Step an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and the management person of the Company.
- (d) **Step Three** – In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, whichever party issued the grievance may advance the

grievance to arbitration, in accordance with Article 7 within thirty (30) days of the conclusion of Step Two.

5.03 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees to provide the Company with a written list of names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list as such changes occur.
- (b) The Company agrees to provide the Union with a written list of the positions within which the persons are authorized to deal with the adjustment or resolution of grievances on behalf of the Company, and to provide further written advice of changes made in the list as such changes occur.

5.04 TECHNICAL ERRORS OR OMISSIONS

No technical error or omission will render a grievance in-arbitrable.

5.05 GROUP, UNION, POLICY DISCHARGE OR COMPANY GRIEVANCES

Group, Union, policy, discharge or Company grievances shall be submitted at Step 2 of the Grievance Procedure.

ARTICLE 6 – OPTIONAL GRIEVANCE PROCEDURE AND ARBITRATION

6.01 CHOICE OF DISPUTE RESOLUTION

In lieu of or in conjunction with Article 6.02 the Parties may choose to employ any of the alternate dispute resolution provisions of the Labour Relations Code.

6.02 ARBITRATION

- (a) The parties agree that arbitrations shall be heard by a single arbitrator.
- (b) As soon as an arbitrator has been appointed, the arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (c) In order to expedite the arbitration process, the parties will meet to discuss their understanding of the issue or issues to be placed before the Arbitrator and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the

statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the parties.

- (d) Each Party to the arbitration will bear one-half of the expense associated with the appointment of the arbitrator.
- (e) The Parties recognize that they are bound by a decision of the arbitrator.
- (f) The authority of the arbitrator is set out in Section 89 of the Labour Relations Code.

ARTICLE 7 – OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT

7.01 HEALTH AND SAFETY RESPONSIBILITY

It is the responsibility of the Company to make adequate provision for the safety and health of employees during the hours of their employment. Employees will be expected to observe established occupational health and safety regulations and to immediately report any unsafe or harmful conditions, equipment or practices to the Manager who shall arrange to correct the problem as soon as possible.

7.02 HEALTH AND SAFETY COMMITTEE

- (a) The Union Health and Safety Committee consisting of two (2) members shall meet with Company representative or representatives not less frequently than annually. At no time shall the number of Company representatives be allowed to outnumber the number of Union members. A Chairperson and a Secretary shall be elected from and by the members of the Committee. When the Chairperson is a Company member, the Secretary shall be a Union member and vice-versa.
- (b) The Health and Safety Committee shall recommend actions which will improve the effectiveness of the Health and Safety program and promote compliance with applicable WCB health and safety regulations including:
 - (i) Recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations.
 - (ii) Consider recommendations from the workforce in respect to industrial health and safety matters and recommend implementation where warranted.

- (iii) Review reports of current accidents or industrial diseases, their causes and means of prevention and remedial action taken or required.
 - (iv) Minutes of such meetings, signed by the Chairperson and Secretary, shall be posted on all bulletin boards, given to Committee members and forwarded to the Local Union.
- (c) With the consent of the Company, Union staff or health and safety advisors shall be permitted to attend committee meetings upon the request of any member of the Committee (where they shall have voice but no vote.).

7.03 INJURED WORKER PROVISIONS

An Employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.

7.04 WORKER'S COMPENSATION BOARD

As a courtesy the Company will advise the Union Representative when it intends to protest an employee's claim for Workers' Compensation.

7.05 PAY FOR ATTENDING ANNUAL MEETINGS

Employee members of the Health & Safety Committee shall receive their normal base wage when attending Health & Safety Committee meetings.

7.06 CONFIDENTIALITY

The Company shall not reveal any health information in its possession concerning an employee to any third party except its own agents or representatives unless required by law or with the consent of the employee on each occasion the health information is requested.

7.07 PROPER TRAINING AND EDUCATION

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

Instructors are required to attend recertification training at least annually and any other training sessions called by the Employer.

The Employer shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

Scheduled training shall be provided on company time, to Instructors who request it.

ARTICLE 8 – HUMAN RIGHTS AND HARASSMENT

The Company and the Union agree that discrimination and/or harassment of any employee or student because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee and student have the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

8.01 WORKPLACE VIOLENCE, HARASSMENT AND SEXUAL HARASSMENT

In addition to the above, the company has in place a policy regarding Workplace Violence, Harassment and Sexual Harassment (see Appendix "B"). This policy addresses both sexual harassment of employees as well as customers. Sexual harassment means any unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but not limited to the following:

- (a) Unnecessary touching or patting
- (b) Suggestive remarks or other verbal abuse
- (c) Leering at a person's body
- (d) Compromising invitations
- (e) Demands for sexual favours
- (f) Physical assault

8.02 COMPLAINT OR GRIEVANCE

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the management person or his/her designate and the Union Representative of the Local Union and deliver a copy to the alleged harasser.

The Parties agree that complaints of sexual harassment will be investigated thoroughly by both Parties in confidence. Employees reporting legitimate incidents of harassment are guaranteed protection from reprisal due to filing such a complaint.

An Arbitrator hearing a complaint or grievance under this Article shall have the authority to:

- (a) Dismiss the grievance or complaint.
- (b) Determine the appropriate discipline up to and including dismissal.
- (c) Decide the alleged harasser be transferred, or demoted or decide to impose other terms or conditions necessary to provide final settlement of the grievance.

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

8.03 RIGHT TO PRIVACY RESPECTED

The Company shall not reveal any personnel files in its possession to any third party except to its own agents or representatives unless required by law or with the consent of the employee on each occasion the information is requested.

ARTICLE 9 – HOURS OF WORK

9.01 IN-CAR LESSONS – DEFINITION OF A UNIT OF WORK

- (i) Each in-car lesson will be deemed to be one (1) unit of work, and takes into account teaching time, travel time, and all administrative work, including paperwork, call-ins, night line calls, calling students and/or parents, and any other administrative work needed. A unit equals 52.5-minutes (45-minute lesson plus 7.5-minutes for travel) and no more than 45 units will be worked per week. The majority of the lessons will be doubles, 90-minutes with 15 minutes travel (105 minutes). Single lessons will be at the discretion of the Instructor and the student.
- (ii) The office will book the first two double lessons into the instructor schedule and the instructor will self-schedule the remaining lessons with exceptions when necessary. A double in-car lesson will be deemed to be two (2) units of work and equals 90 minutes with 15 minutes of travel between (105 minutes).
- (iii) (b) Instructors shall not be entitled to book lessons that bring them into an overtime position that is in excess of (8) working hours (per day, exclusive of the optional lunch/dinner break without management approval.

9.02 The normal hours of operation shall be 8:00 am to 10:00 pm and there shall be a seven (7) day operation. Instructors working outside these hours do so on a voluntary basis.

Instructors may generally schedule their days and units of work. However, in recognition of the fact that most customers are at school or work during the day, the hours of 3:00 pm – 10:00 pm on weekdays and any lessons on weekends are considered "Prime Time".

Instructors must deliver a minimum of one hundred and four (104) "prime time" hours of in-car instruction per previous four (4) weeks, of which, thirty-two (32) hours of these "prime time" hours must be on a Saturday or Sunday unless they are assigned for in-class sessions during such "prime time".

As instructors best know their own student's needs, when requested by the company they are expected to assist in scheduling including, but not limited to, filling off-peak hours, late cancelled lessons, DS and XYD lessons.

Where the Company and instructor agree, instructors may book their own lessons.

9.03 The Company will make every reasonable effort to assign work to instructors in such a way that the most instructors get as close to full-time work as possible, provided that efficient company operation and maximum customer service are maintained.

In assigning work, the following criteria will apply:

- 1) Customer preference/requests/service
- 2) Availability
- 3) Seniority
- 4) Student location

9.04 Employees will be eligible for monthly benefits conditional upon completion for one hundred and twenty-five (125) units per previous four (4) weeks unless on approved vacation time or when there is a documented medical reason (documented medical reasons will be accepted up to a maximum of seventeen (17) consecutive weeks in a year). Failure to complete one hundred and twenty-five (125) units for four consecutive weeks will cause the instructor to be reclassified as a part-time instructor and will not be eligible for group benefits. (Vacation time, stats, authorised personal days (2 per year) or a day off for medical reasons is the equivalent of eight (8) units per such day).

9.06 CUSTOMER CANCELLATIONS

Late Cancellation is less than 48-hours

- (i) "NO-SHOWS" and "LATE CANCELLATIONS" for one (1) unit will be paid at the rate of one (1) unit when the instructor goes to the pick-up point. Should the instructor be notified in advance of the "No Show" or "Late Cancellation" they will be paid for 1 unit.
- (ii) Fee(s) for "no shows" and "late cancellations" by customers will be levied at the discretion of the instructor, as follows:
 - a) A first-time fee of thirty-five (\$35.00) dollars or as determined from time to time by management will be charged to the customer for the first "no-show" or "late cancellation" regardless of the number of units (lessons) scheduled. Further "no-shows" or "late cancellations" may be charged at thirty-five (\$35.00) dollars per unit (e.g. double lesson – 2 units - \$70.00; triple lesson – 3 units - \$105.00) by the instructor;
 - b) The customer must be informed of the "no-show" or "late cancellation" and the fee(s) owing before the instructors can claim the unit(s) on their weekly cash-in sheet;
 - c) Any "no-show" or "late cancellation" of a lesson or lessons by the customer where the fee has been waived by the Instructor will not be considered a "no-show" or "late-cancellation" of that lesson or lessons.

For any "no-show" or "late cancellation" lessons where the fee is waived the Instructor will not be paid for those lessons.

- d) Should the customer fail to provide payment for the "no-show" or "late cancellation" on their next appointment, the instructor is authorized to do the lesson, however, the customer must be informed that payment is due before the next scheduled appointment;
- e) If on the next scheduled appointment, the customer once again fails to provide payment for their previous "no-show" or "late cancellation" the instructor is once again authorized to do the lesson. The customer must be informed that no other service can be provided after this appointment until their outstanding fees are paid;

- f) The instructor is not authorized to provide service to the customer for a third unpaid appointment where a late cancel or no-show charge has not been collected. The instructor will not be paid until the charge is collected. Office to notify instructors.
- g) The instructor cannot charge a customer for a "late-cancel" or a "no show" if the instructor has previously "late-cancelled" or "no-showed" that customer. Thereafter permission has to be obtained from management beforehand.

9.07 ICBC CANCELLATIONS

In the event ICBC cancels Road tests with less than twenty-four (24) hours' notice due to weather conditions, the employee will be paid for one lesson. It is the Administration's responsibility to contact ICBC to determine if road tests are cancelled and to attempt to reschedule lessons to fill the lost lesson.

9.08 VARIATIONS

When both the Company and the instructor agree, a specific above provision may be varied in writing. A copy of any variance in excess of one day shall be provided to the Shop Steward.

9.09 INSTRUCTOR PROVIDE CARS

By agreement between the Company and the employee, an Instructor will provide his/her own vehicle for work purposes. Such vehicle shall meet the standards of and be kept in a condition set by the Company as identified in the Corporate Fleet Policy (Appendix "C"). The vehicle must be available for inspection at any time by the Company.

Instructors will provide their own vehicles under this article and shall be responsible for all insurance, maintenance and operating costs of the vehicle. In return, the Instructor shall, in addition to the wages set out in Appendix "A", be reimbursed (effective from the date of ratification) at the rate of:

- forty-four cents (\$0.44) per kilometer to a maximum of twenty-five (25) kilometers per unit as recorded on their odometer, and in the Young Drivers of Canada's Business Management System (BMS)
- Instructor must enter the starting and end odometer reading into BMS at the end of each day

ARTICLE 10 – VACATIONS

10.01 VACATION ALLOTMENT

Vacations will be granted as per the following schedule:

Years of Service	Vacation Period	Vacation Pay
1 year but less than 5 years	2 weeks	4%*
5 years but less than 10 years	3 weeks	6%*
10 years onward	4 weeks	8%*

* of CRA (Canadian Revenue Agency) taxable gross earnings (does not include kilometer allowance) for the previous vacation year.

10.02 VACATION CALCULATED

Each employee's vacation shall be calculated from his/her date of hire.

10.03 VACATION PAY UPON TERMINATION

Employees terminating their employment during the course of a working year, in respect of which they have not used their accrued vacation, as allotted in Section 10.01, shall receive vacation pay, based on their taxable gross earnings (does not include kilometer allowance), as per the Employment Standards Act of BC.

10.04 STATUTORY HOLIDAY DURING VACATION

Should a Statutory Holiday occur while an employee is on annual vacation, he shall receive an additional day off with base wage at their regular rate immediately preceding or following their vacation, or they may elect to receive pay in lieu of, based on Employment Standards Act of BC. Such designation shall be made at the time the employee schedules his holidays.

10.05 VACATION SCHEDULING

(a) Vacations will be requested through email to the General Manager, BC and scheduled by seniority per classification with it being understood that not more than one Instructor per area can be away at any one time. For vacation scheduling purposes, the areas are as follows:

1. Victoria
2. Nanaimo/Duncan
3. Courtenay/ Comox & Campbell River

10.06 VACATION CARRY OVER

Employees will be allowed to bank up to a maximum of one (1) weeks' (five working days) vacation but must be used before the end of March of the following year.

10.07 VACATION PAY

Upon written request, vacation pay shall be paid on the regular payday immediately preceding the start of the employee's vacation leave.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 DESIGNATED HOLIDAYS

All employees who have completed thirty (30) calendar days of employment with the company shall receive the following statutory holidays with pay at their regular straight time rate. The designated days shall be:

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

11.02 STAT ON NON-WORK DAY

In the event a Statutory Holiday should fall on a non-working day, the preceding working day shall be observed as the holiday unless otherwise mutually agreed upon.

11.04 EMPLOYEES WORKING LESS THAN FULL-TIME

Employees who have worked less than full-time hours in the thirty (30) days prior to a Statutory Holiday shall receive Statutory Holiday Pay prorated in accordance with the Employment Standards Act.

ARTICLE 12 – INSURANCE AND FRINGE BENEFITS

12.01 BENEFIT PLAN

Employees who have successfully completed their 3-month (12 weeks) probation period will qualify for group health benefits, as provided by Pacific Blue Cross. Employees will be eligible for monthly benefits conditional upon completion of one hundred and twenty (120) units per

previous four (4) weeks unless on approved vacation time or when there is a documented medical reason (documented medical reasons will be accepted up to a maximum of seventeen (17) consecutive weeks in a year). Failure to complete the one hundred and twenty (120) units for four consecutive weeks will cause the instructor to be reclassified as a variable part-time instructor and will not be eligible for group health benefits. (Vacation time, stats, authorised personal days (2 per year) or a day off for medical reasons is the equivalent of eight (8) units per such day).

12.02 CLOTHING (IN-CAR AND IN-CLASS)

Each Year, Employees will be provided with \$100 towards the purchase of their choice of YD Clothing through our YD Clothing Program (YD clothing selector includes logo shirts, golf shirts, dress shirts, jerseys, jackets). Wearing YD Clothing is a requirement as it identifies you as a YD Professional and must be worn for all in-car and in-class lessons.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the company shall grant up to three (3) days leave of absence with pay. The term "immediate family" shall mean spouse, children, parents, brother (s), sister(s) and Grandparents.

13.02 JURY DUTY

In the event that an Instructor is called for Jury duty, the Company will provide sufficient reason for the Instructor to apply for exemption from such duty, upon request

13.03 MATERNITY LEAVE/UNPAID PARENTAL LEAVE

The Company agrees to provide maternity and parental leave in accordance with the Employment Standards Act of B.C.

13.04 PERSONAL LEAVE

The employer may grant employees personal leaves of absence in accordance with the Employment Standards Act of B.C.

ARTICLE 14 – SENIORITY

14.01 SENIORITY

- (a) **Seniority Principle** - The term "seniority" as used herein, shall have reference to an employee's right to a job based upon their location, productivity and customer feedback providing he/she has the qualifications and ability to fulfill the job requirements.
- (b) **Probationary Period** – Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) calendar days and shall be back dated to the employee's date of hire.

14.02 SENIORITY STANDING WILL BE CANCELLED IF AN EMPLOYEE:

- (a) voluntarily resigns from the Company;
- (b) overstays an authorized leave of absence unless detained for legitimate cause;
- (c) is discharged for just cause and not reinstated under the terms of this Agreement.
- (d) is recalled to work and does not report as required in Article 14.03 below except when the failure to report is due to circumstances beyond the employee's control.
- (e) is on lay-off for more than twelve (12) months.
- (f) is outside the bargaining unit for more than twelve (12) months.

14.03 RECALL

- (a) **Recall Procedure** – Laid off employees by area will be given the first opportunity to be recalled provided they have the qualifications and ability to fulfill the job requirements, according to and in compliance with Item 9.03. Employees will be notified of recall by telephone, or other type of message which will be confirmed by email. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than five (5) working days after receipt of the email notice at their last known email address. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Shop Steward.
- (b) **Return to Former Job Before Recall** – Employee(s) on a bump shall be returned to their former job(s) by area of Company choice, prior

to a recall, provided the said employee has more seniority than the laid off employee who has the ability to fulfill the job requirements.

- (c) Refusal of Recall – Less than Fifteen (15) Working Days – An employee who has been given notice of recall may refuse such recall without prejudicing his/her right to recall in the future providing the available work is anticipated to be fifteen (15) working days. In the event the employee refuses a recall under this provision, the employee must wait for the next recall opportunity before being recalled.

14.04 NO NEW EMPLOYEES HIRED

No new employee will be hired into a classification from which an employee has been laid-off unless the laid-off employee has been offered the opportunity for recall and has declined in accordance with Article 14.03.

14.05 LAYOFF PROCEDURE

When a layoff becomes necessary the company shall layoff by classification in accordance with company location and seniority within that location, or may confer and mutually agree with the Union upon a Plan for the equitable distribution of the available work. An employee who is subject to a layoff in his/her classification may bump an employee with less Company service in a lower classification provided he/she has the qualifications and ability to fulfill the job requirements.

14.06 NOTICE OF LAYOFF

In the event of lay-off employees will receive notice or pay in lieu of notice in accordance with the Employment Standards Act of BC.

14.07 SENIORITY LISTS

The Company will prepare seniority lists of all employees in the bargaining unit and make the list available to the Union within thirty (30) days of the signing of the Agreement. Said lists will be emailed to the Union Representative:

1. employee's work location
2. employee's name;
2. employee's starting date;
3. employee's length of service in years and days;
4. employee's regular classification and regular rate of pay;
5. probationary employees will also be shown on the list.

14.08 SENIORITY LISTS

Additional – Additional revised lists will be furnished to the Union when requested. The Union agrees not to request such lists more frequently than once every six (6) months.

ARTICLE 15 – TECHNOLOGICAL CHANGE AND TRAINING

15.01 ADJUSTMENT PLAN

Where the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, notice shall be given to the union and Section 54 of the Labour Relations Code shall apply.

ARTICLE 16 – WAGES

16.01 WAGE SCHEDULE

- (a) The job classifications, effective dates and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is set out as Appendix "A" of this Collective Agreement.
- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto; are the agreed upon rates for those classifications and therefore no employee, except for those employees "red-circled" by the Agreement of the Parties, may perform work, within the classifications, for a rate other than the rate set forth in this Agreement.

16.02 NEW OR CHANGE JOB CLASSIFICATION

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

16.03 WORK IN HIGHER CLASSIFICATIONS

Employees who work in a higher classification for one (1) or more consecutive hours shall be paid the higher rate of pay while occupying the higher classification.

16.04 PAY DAYS

Wages shall be paid every second Friday with a maximum of five (5) working days' pay held back. Employees will be given a proper payroll statement covering each pay period and the details provided on their EasyPay stub.

16.05 PAY FOR TRAINING

Where the Company requires an employee to take a specified course or attend at a specified training session, the employee shall be paid their normal pay and benefits for the time spent in such course or training session (except initial GLP training). The cost of any tuition, fees or required material shall also be paid by the Company.

The current ICBC GLP five (5) day classroom training program will be paid at fifty dollars (\$50) per day.

16.06 LICENCE RENEWAL

The Company agrees to pay the cost of the renewal of the Instructor's licence for all employees including the cost associated for examinations and other requirements identified by ICBC.

ARTICLE 17 – GENERAL PROVISIONS

17.01 INSTRUCTORS' MEETINGS

The Company agrees to hold Instructors' meetings a minimum of three times each calendar year.

17.02 CELL PHONES

Employees will receive \$0.16/lesson, which has been added to the Instructor's base wage to compensate them for the use of their cell phone for work purposes, during working hours.

ARTICLE 18 – DURATION OF AGREEMENT

18.01 DURATION OF AGREEMENT

This agreement will be effective from July 1, 2020 through to and including June 30, 2023 subject to the right of either party to this Collective Agreement, within the four (4) months immediately preceding the date of June 30, 2023 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

18.02 CONTINUATION AND BARGAINING

- (a) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Company commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.

18.03 DURATION AS AGREED ONLY

By agreement of the Parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

18.04 NO STRIKE/NO LOCKOUT

During the term of this Agreement, or during the continuation period provided in 19.02 (a) above, there shall be no strike by the Union or lockout of employees by the Company.

Signed this _____ day of _____ 2020.

For the Company:
Broadway Driving School
(Young Drivers of Canada)

For the Union:

Committeeperson

Emilio Lombardi

President

Committeeperson

Adam Lombardi
VP Operations

Committeeperson

Sunny Morris
General Manager, BC

President, Local 378

National Representative

APPENDIX "A" – WAGE RATES

Classification – Instructor (per unit)	Effective July 1/2020	Effective July 1/2021	Effective July 1/2022
Increase percentage	(%)	(%)	(%)
1st year			
2nd year			
3rd year +			
Add to the above: Mileage reimbursement is based on a maximum of 25km x \$.00/km = \$00.00 maximum/unit			
Above rates shows the inclusion of \$0.16 for personal cellphone use			
Classification - In-Class/Virtual Teacher Rate (per hour)			
	1 st year	2 nd year	3 rd year
Per teaching hour			

NOTE: The Company agrees to re-open the Collective Agreement in regards to wages should the Provincial minimum wage be increased above the negotiated rates, during the life of this Collective Agreement.

APPENDIX "B" – WORKPLACE VIOLENCE, HARASSMENT & SEXUAL HARASSMENT POLICY

WORKPLACE VIOLENCE & SEXUAL HARASSMENT POLICY

Intent

Young Drivers of Canada is committed to building and preserving a safe working environment for its employees. In pursuit of this goal, Young Drivers of Canada does not condone and will not tolerate acts of violence, harassment, or sexual harassment against or by any company employee. In accordance with the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations*, Young Drivers of Canada will take every reasonable precaution and implement measures to prevent violence and harassment and protect all employees from these situations.

This policy is not meant to stop free speech or to interfere with everyday interactions. However, what one person finds innocent, others may find offensive. Usually, harassment can be distinguished from normal, mutually acceptable socializing. It is important to remember it is the perception of the person receiving the message which may be deemed objectionable or unwelcome, be it spoken, a gesture, a picture or some other form of communication, that determines whether something is acceptable or not.

Definitions

Harassment and violence: Any action, conduct, or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury or illness to an employee, including any prescribed action, conduct, or comment. (*Canada Labour Code*, subsection 122(1))

Reprisal: Any act or threat of retaliation, whether direct or indirect, against a person who claims their rights or acts in good faith.

Sexual harassment: Any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion. (*Canada Labour Code*, section 247.1))

Guidelines

Young Drivers of Canada understands its duty to provide a safe and healthy work environment free from violence, threats of violence, discrimination, harassment (including sexual harassment), intimidation, and any other misconduct. Similarly, weapons are strictly prohibited from the premises; violators will be subject to discipline, and the incident may be reported to the police.

This policy prohibits physical or verbal threats, with or without the use of weapons, discrimination, intimidation, harassment of any kind, or violence in the workplace.

It is a violation of this policy for anyone to knowingly make a false complaint, or to provide false information about a complaint. Individuals who violate this policy may be subject to disciplinary or corrective action, up to and including termination of employment.

This policy prohibits reprisals against individuals acting in good faith who report incidents of workplace violence or harassment or act as a witness. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence or harassment.

Young Drivers of Canada will ensure that all employees and managers are trained and educated on preventing violence and harassment. This policy sets out roles and responsibilities for all employees as well as complaint, response, and investigation procedures. A copy of this policy is included in the YD Employee Handbook, provided to each employee.

Application of This Policy

Young Drivers of Canada will not tolerate any form of violence, harassment, sexual harassment, or discrimination against any individual, including job candidates, employees, managers, or clients, on any grounds. This commitment applies to such areas as training, performance, assessment, promotions, transfers, layoffs, remuneration, and all other employment practices and working conditions. The company will take all reasonable measures to prevent incidents of violence and harassment in the workplace, respond to any occurrences, and provide support to those who are affected by it.

Every Young Drivers of Canada employee will be held personally accountable and responsible for enforcing this policy and must make every effort to prevent violence, discrimination, or harassing behaviour while at work. As such, employees must report every incident of violence or harassment of any kind immediately—whether it was observed, happened to them personally, or the problem was reported to them. Occurrences of violence, harassment, or sexual harassment should be reported in writing or orally to their Manager or to the Vice-President of Marketing & Operations.

For the purposes of this policy, violence, harassment, and sexual harassment can occur:

- At the workplace;
- At employment-related social functions;
- In the course of work assignments outside the workplace;
- During work-related travel;
- Over the telephone, if the conversation is work-related; or
- Elsewhere, if the person harassed or who has suffered an act of violence is there as a result of work-related responsibilities or a work-related relationship.

The company shall:

- Investigate all reported occurrences of violence, harassment, or sexual harassment.
- Consult with other parties, such as legal counsel, human rights office, or local police services regarding the incident or act, where applicable.
- Take all reasonable measures to eliminate or mitigate risks identified by an incident.
- Respond to and document incidents, investigations, and all corrective action taken.
- Accept, in good faith, all complaints of violence or harassment from current employees and any former employees within three months of the employee leaving Young Drivers of Canada.

Human Resources will:

- Review results of any workplace hazard assessments and provide recommendations to management to reduce or eliminate the risk of violence.
- Recommend corrective measures for the improvement of the overall health, safety, and wellness of employees.

In addition, the involved employee's Manager will not participate in investigations of reported violence and harassment incidents that occur in order to maintain confidentiality for parties involved. Details will only be disclosed where necessary for the purposes of investigating a complaint or taking disciplinary measures.

Violence Reporting Procedures

Employees must report any violence or potentially violent situations immediately to their Manager.

- All reports will be kept confidential and only shared with necessary individuals when required.
- Young Drivers of Canada will respond to, investigate, and attempt to resolve all reports as soon as possible.

Any employee or individual who threatens, harasses, or abuses another employee or any other individual at or from the workplace will be subject to:

- Disciplinary action, up to and including termination of employment;
- Immediate termination of service agreements; or
- Pursuit of legal action.

Violent action, threats, and assault are considered serious criminal offences and Young Drivers of Canada will undertake disciplinary measures, up to and including termination.

Harassment Reporting Procedures

Every employee is entitled to employment free from discrimination, harassment, and sexual harassment. If any employee feels discriminated against or harassed in any way, they can and should, in all confidence and without fear of reprisal, personally report the occurrence to their Manager. If the alleged harasser is the Manager, or in a position of power, the complainant is welcome to file a complaint with Human Resources.

The complaint should include the following information:

- The date and time of each incident;
- The name of the persons involved in the incident;
- The name of any person who witnessed the incident; and
- A full description of what occurred.

Investigating Reports of Violence, Harassment, or Sexual Harassment

Once a written or verbal complaint has been received, Young Drivers of Canada will complete a thorough investigation. Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunity because they rejected

sexual advances or because they lodged a complaint when they honestly believed they were being harassed or discriminated against.

For the purposes of this section, the following definitions apply:

Complainant: The person who has made a complaint about another individual who they believe committed an act of violence or harassment against them.

Respondent: The person whom another individual has accused of committing an act of violence or harassment.

The investigation will include:

- Informing the respondent of the complaint.
- Interviewing the complainant, any persons involved in the incident, and any identified witnesses.
- Interviewing any other persons who may have knowledge of the incident.

Statements from all parties involved will be taken and a decision will be made. If necessary, Young Drivers of Canada may employ outside assistance or request the use of legal counsel. Where the investigation determines that harassment has occurred, a written report of the remedial action taken will be given to the employees concerned.

A copy of the complaint, detailing the complainant's allegations, shall be provided to the respondent and contain the following information:

- The respondent is invited to reply in writing to the complainant's allegations.
- The reply will be made known to the complainant before the case proceeds.
- Young Drivers of Canada will take all measures to prevent any unnecessary disclosure of the incident and the identities of the parties.

If the complainant decides not to lay a formal complaint, the Manager may decide that a formal complaint is required, which will be based on the investigation of the incident, and will file such documents with the persons against whom the complaint is laid.

If harassment or sexual harassment has occurred, appropriate disciplinary measures will be taken immediately.

Results of Investigation

Upon completion of an investigation, Young Drivers of Canada will inform both the complainant and respondent in writing of the findings of the investigation and any corrective action that has been or will be taken as a result of the investigation. This written notification will be provided within one week of the investigation being completed, and will not include the investigation report unless required by law.

Seeking Immediate Assistance

Canada's *Criminal Code* deals with matters such as violent acts, threats, and behaviours such as stalking. The police should be contacted immediately when an act of violence has occurred in the workplace or when someone in the workplace is threatened with violence. If an employee feels threatened by a co-worker, volunteer, contractor, student, vendor, visitor, or client or customer, an immediate call to 911 is required.

Special Circumstances

If an employee has a court order, also known as a restraining order or no-contact order, against an individual, the employee is encouraged to notify their supervisor, manager or human resources of the situation and provide a copy of the order. This will be required particularly in situations where the employee strongly feels that the aggressor may attempt to violate the order and contact the employee at Young Drivers of Canada. Any information received and disclosed will be held by Young Drivers of Canada with the utmost confidentiality.

If Young Drivers of Canada is aware that domestic violence is likely to expose an employee or the workplace to harassment, violence, injury, or risk, management will take every reasonable precaution to protect the individual and the workplace.

If any visitor to Young Drivers of Canada is seen with a weapon, or is known to possess one, makes a verbal threat or assault against an employee or another individual, witnesses must immediately contact the police.

Fraudulent or Malicious Complaints

It is important to realize that unfounded or frivolous allegations of violence, harassment, or sexual harassment may cause both the accused person and the company significant damage.

Making a false complaint or providing false information about a complaint is strictly prohibited and a violation of this policy. If Young Drivers of Canada determines that any employee has knowingly made a false complaint regarding an allegation of violence, harassment (including sexual harassment), or discrimination, immediate disciplinary action will be taken, up to and including termination.

Disciplinary Measures

If Young Drivers of Canada determines that any employee has been involved in violence, harassment, discrimination, or sexual harassment against another employee, immediate disciplinary action will be taken, up to and including immediate dismissal without notice. Any disciplinary action will be determined by the company and will be proportional to the seriousness of the behaviour or action concerned. Young Drivers of Canada will also provide appropriate assistance and support to any employee who is a victim of violence, discrimination, harassment, or sexual harassment.

Confidentiality

All records of violence and harassment or sexual harassment and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law. Young Drivers of Canada will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully.

In cases where criminal proceedings are forthcoming, Young Drivers of Canada will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

Training

In accordance with the federal legislation, all employees, managers, and supervisors will receive the following information, instruction, and training:

- The nature and extent of workplace violence and harassment and how employees may be exposed to it;
- The communication system established to inform employees about workplace violence and harassment, including sexual harassment;
- Information on what constitutes workplace violence and harassment and on the means of identifying the factors that contribute to these behaviours;
- The violence and harassment prevention measures that have been developed; and
- The employer's procedures for reporting on risks and incidents of workplace violence and harassment, including sexual harassment.

Review and Revision

Young Drivers of Canada will review and update, if necessary, the policy, information, instruction, and training provided to all employees in any of the following circumstances:

- When there is a change in respect of the risk of workplace violence or harassment;
- Upon legislative changes; or
- When new information on the risk of workplace violence or harassment becomes available.

Acknowledgement and Agreement

I, _____, acknowledge that I have read and understand the Workplace Violence, Harassment, and Sexual Harassment Policy of Young Drivers of Canada. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

Witness: _____

Sexual Harassment Investigation Checklist

Action	Steps to take	Complete
Obtain a description of the incident	<ul style="list-style-type: none"> • Obtain a written statement from the complainant and ask them to provide as much detail as they are comfortable providing, including the names of any witnesses and the respondent. • Listen to the employee and allow them time to provide a full account of the incident. • Treat the matter seriously. Maintain a professional attitude, avoid making any judgements or comments that downplay the seriousness of the accusation. • Provide a written acknowledgement of the complaint to the employee. • Ask the employee how they would like to see the problem resolved and whether there is a resolution that can be reached. • Ensure that the employee is free from retaliation as a result of their coming forward. • Inform the employee that they may file a complaint with the authorities if they choose to. 	<input type="checkbox"/>
Confidentiality	<ul style="list-style-type: none"> • Ensure that the complaint, investigation, and all information gathered remain confidential to the extent possible for the investigation. • Do not promise absolute confidentiality, as some information may need to be revealed to the complainant and respondent. • Information should be shared only where necessary, on a need to know basis, with appropriate parties. Limit who has access to information and inform them of the need to keep information confidential. • To avoid defamation liability, never use the situation or the results as an example to others or as a training tool. 	<input type="checkbox"/>
Investigate the incident	<ul style="list-style-type: none"> • Treat and investigate all claims seriously. • Choose an appropriate, unbiased investigator who has no personal relationship with any parties involved. • Conduct the investigation immediately after learning of the complaint. Ensure investigation is completed within any specific timelines required by legislation. • Contact the authorities or legal assistance if it appears that the situation may require legal action. • Remain impartial, focus on generalities, and never offer any personal opinions or say anything to compromise the investigation. • Prepare interview questions that elicit as much information as possible, and interview the respondent and any witnesses identified. • Strictly adhere to the process detailed in the company's sexual 	<input type="checkbox"/>

	<p>harassment policy.</p> <ul style="list-style-type: none"> • Review any previous incidents, claims, or investigations of sexual harassment involving the complainant or respondent. • If more than one allegation has been made, handle each one separately. • Document all information appropriately. 	
Interview the complainant	<ul style="list-style-type: none"> • Obtain a full written account of the incident and timeline of events, and document all details provided. • Determine possible effects on the complainant, and assess the need for further support, medical care, psychological support, or accommodations while dealing with the incident. • Explain the seriousness of a sexual harassment accusation, and that a thorough investigation will be conducted before reaching any conclusion or corrective action. • Assure the complainant that they will not be retaliated against for making the complaint. • Determine whether it was an isolated incident or if a pattern of previous episodes exists. • Avoid making any statements about the respondent's character, job performance, or personal life. 	<input type="checkbox"/>
Interview the respondent	<ul style="list-style-type: none"> • Inform the respondent of the complaint and allegation against them. • Allow them to respond to the situation. • Remain neutral, professional, and do not use harsh interrogation tactics. • Obtain a detailed written statement from the respondent. • Document the areas of disagreement between the testimonies provided by both parties. • Identify any personal and reporting relationships, or hierarchy structures between the respondent and the complainant. • If the respondent is in a leadership role, indicate their job title, obtain a copy of their job description, and determine their specific duties at the time of the alleged harassment. 	<input type="checkbox"/>
Interview witnesses	<ul style="list-style-type: none"> • Obtain from any witnesses written statements that either support or deny any of the allegations made. • Assure all witnesses that their cooperation is important, their testimony is confidential, and they will not be retaliated against for testifying. • Clarify any discrepancies among the responses of witnesses, the complainant, and the respondent. 	<input type="checkbox"/>
Resolve the complaint	<ul style="list-style-type: none"> • Review all documented accounts, interviews, and any information associated with the incident to prepare for a final resolution. • Ensure the decision is strictly based on facts and not personal opinion or emotion. • Provide a written letter communicating the results of the investigation and actions taken to both the complainant and the 	<input type="checkbox"/>

	<p>respondent. <i>Note that only the results and action taken should be communicated in a summary letter. The full investigation report is confidential company property.</i></p> <ul style="list-style-type: none"> • Ensure both parties understand the resolution. Even if they are not in agreement, they must acknowledge they are aware. • If the complainant requires or requests a transfer, obtain their consent and ensure that it does not negatively affect their employment. • Where disciplinary action is required, determine the level of discipline based on the severity of the incident, previous action taken in similar circumstances, the employee’s previous history, and the frequency. • Any forms of discipline short of termination should follow company policy on discipline and be accompanied by a written warning stating that any reoccurrence of misconduct may result in immediate dismissal. • If no discipline is imposed, document the rationale. 	
<p>After the resolution</p>	<ul style="list-style-type: none"> • Review and revise any workplace sexual harassment policies as needed. • Communicate the company sexual harassment policy to employees. • Provide counseling where appropriate. • Provide employees with sexual harassment training. • Carefully and fully document a final report that summarizes the investigation, parties involved, findings of the investigation, the discipline imposed, issues that were not resolved, and any remedial or preventive steps taken. 	<p style="text-align: center;">□</p>

APPENDIX "C" – CORPORATE FLEET POLICY

CORPORATE FLEET POLICY

Purpose:

Young Drivers of Canada's company vehicle policy gives its employees, mainly Driving Instructors, guidelines for obtaining, qualifying for and proper use of a vehicle used for training purposes.

Scope:

This policy applies to all employees who use a vehicle to train our students, and applies during and outside of working hours.

Employees must submit a copy of their driver's license, driving abstract and/or instructor license. A Driver's Abstract will be requested for all drivers on an annual basis or as required for provincial (MTO or ICBC) operational audits. A clean driving record means the employee has not received any points or been arrested on charges of violating vehicle and traffic laws.

Instruction Vehicles

In accordance with our Green Initiative, replacement instruction vehicles should ideally be hybrid or electric. Instruction vehicles should not be more than 6 years old or over 300,000kms. Vehicles should look new and written management approval is required for vehicles with more than 200,000kms. All YD vehicles should be air-conditioned and no training vehicle should ever be used with visible body damage, especially as our reputation is built on collision-free driving.

All vehicles must have dual brakes installed properly and the car can be stopped with full gas applied from a stopped position before putting the vehicle in service. Dual brakes should be checked at least quarterly and cables changed annually.

Vehicles used for training our Clients/Students:

- Any employee using a privately-owned vehicle must obtain approval from their Centre Manager before using for company business.
- Driving Instructors are reimbursed for kilometer costs (maximum of 25km/lesson) in accordance with their CBA, payroll and/or the expense reimbursement guidelines.
- The vehicle must be cleaned regularly to help maintain its appearance for you and your students. A clean vehicle makes a good impression on customers.
- Operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage.
- Obey traffic laws in all jurisdictions and be courteous toward other drivers
- Monitor gas, tire pressure and all fluid levels
- Ensure a copy of the vehicle ownership, valid insurance certificate and for BC, the

- commercial vehicle inspection certificate are kept in the glove compartment
- Report any damage or problems with your assigned vehicle immediately to the Centre Director/General Manager or for the GTA, the Fleet Coordinator
- Report changes to your driver privileges such as driver's license suspension, **immediately** and discontinue operation of your training vehicle. Failure to do so may result in disciplinary action including termination of employment
- Drivers are responsible for the security of training vehicles. The vehicle engine must be shut off, ignition keys removed and vehicle doors locked whenever the vehicle is left unattended.
- Bring vehicle to scheduled maintenance appointments
- Ensure annual commercial inspections are completed prior to the expiry date (BC only)
- The vehicle shall not be used for any commercial use such as ride sharing work including but not limited to Uber, Lyft or Sidecar, a delivery/courier vehicle or for any other purpose than teaching Young Driver's of Canada's paid clients/students. Employees who violate this rule may be terminated.
- The use of your vehicle while under the influence of intoxicants and other drugs which could impair your driving ability, is forbidden and is sufficient cause for discipline, up to and including termination of employment.
- No driving instructor shall operate a vehicle when his/her ability to do so has been impaired by illness, fatigue, injury or on prescription medication that affects your driving ability
- No smoking is permitted in any vehicle used for driver training purposes
- Always pull through or back-in to parking spots, the "YD Way"
- Do not use a phone or text while driving

For Insurance purposes:

- Do not allow unauthorized drivers including family members to use a vehicle used for training purposes, unless required by an emergency.
- Family members who are added to the instructor's insurance policy for personal use are required to successfully complete the full Young Drivers program if they are new drivers, or a minimum of the D6 Collision Avoidance Program if they are previously licensed drivers. The D6 must be completed every 3 years.
- Family Drivers under the age of 25 will be charged an additional \$1,500/year if male and \$750/year if female unless they are covered under a private insurance policy with proof of insurance required.

Employees who violate vehicle rules are subject to disciplinary actions which may include verbal and written warnings, termination and legal action.

Toll Routes

All Drivers are personally responsible for any toll charges resulting from the use of their vehicle.

Tire Standards:

Minimum standards for tires throughout the year are as follows:

1. Conventional tread, summer or all-season tires used exclusively for the spring,

- summer and fall seasons are required to be removed from service when tires reach the minimum tire tread depth of 3/32nds of an inch
2. Tires listed in Category "A" used for service in the winter season will be removed from service when the tire reaches the minimum tire tread depth of 5/32" = 3.96875mm.
 3. Winter tires are to be used in the winter season except by written exemption by YD Head Office and are required to be removed from service when the tire reaches the minimum tire tread depth of 5/32nds of an inch. Winter tires being used into the spring will be removed at 3/32nds of an inch.

In-Vehicle Policies

- All in-vehicle lessons must be private
- No playing of radio or music during in-vehicle lessons
- All instructors will equip their vehicle used for teaching and use both an eye-check mirror and a rear-view mirror
- Cars used for teaching must have a rooftop sign fixed in the approved manner or be wrapped to display YD and be approved by the YD Marketing Department.

Vehicle Incidents

- Report any incidents to the Centre Manager/General Manager or in the GTA, the Fleet Manager, as soon as you can, to report the incident. Local management, will in turn, immediately report the incident to the Corporate Fleet Manager and/or the Vice-President of Operations.
- Complete the Vehicle Incident Report within 48 hours and submit to your Centre Manager/General Manager or the GTA Fleet Manager for further completion and distribution to collisionreporting@yd.com within 7 days of the incident.
- Follow legal guidelines for exchanging and recording contact information with other drivers, occupants and witnesses and report the accident to local police if required.
- Do not guarantee payment, accept responsibility for the incident without company authorization.
- Failure to stop after an incident and/or failure to report an incident may result in disciplinary action, up to an including termination of employment.
- Submit the vehicle for estimate ASAP following an incident.
- Depending on the way you are compensated for work, you may be responsible to pay the At-Fault Deductible of \$2,500 or the Not-at-Fault Deductible of \$500.00. Contact the payroll department to make arrangements to repay either of these amounts.

YDCC is not responsible for:

- Paying fines employees receive while driving company vehicles they are responsible for, including parking tickets
- Paying unauthorized toll charges
- Making bail for employees who are arrested while driving company cars.

Acknowledgement and Agreement

I, _____, acknowledge that I have read and understand the Corporate Fleet Policy of Young Drivers of Canada. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

Witness: _____