

# COLLECTIVE AGREEMENT

Between



## **BROADWAY DRIVING SCHOOL LTD.**

**(Young Drivers of Canada)**

(hereinafter referred to as the "Employer")

and



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

(hereinafter referred to as the "Union")

**TERM:** \_\_\_\_\_

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### **DRAFT PROPOSED Collective Agreement:**

MoveUP (Canadian Office and Professional Employees Union, Local 378) and  
Broadway Driving School Ltd. (Young Drivers of Canada)

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

## **1.01 PURPOSE**

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.

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 and to enhance the living standards of the Employees.

## **1.02 PROTECTION AGAINST THE CONTRACTING OUT OF WORK**

The Company will not contract out work normally performed by bargaining unit Employees.

## **1.03 IMPACT OF LEGISLATION**

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.

The Parties agree that the intent of negotiations shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation and binding arbitration.

## **1.04 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.

## **1.05 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 and shall not be altered unless by mutual agreement of the parties.

## **1.06 PURCHASERS, LESSEES OR TRANSFEREES**

This Agreement binds any purchasers, lessees or transferees of the operations identified in this Collective Agreement and is subject to the provisions of *Section 35* of the *Labour Relations Code* upon sale or transfer of assets. In the event of the sale of the

establishment it is the obligation of the successor owner to abide by all terms and conditions of this Agreement. It is further understood: If the Company or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred. If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it has been signed by the purchaser, lessee or transferee as the case may be.

## **1.07 DEFINITIONS**

**"Employee"** Employees wherever mentioned in this Agreement shall mean all bargaining unit Employees as described in the Certification issued to the Union by the Labour Relations Board of British Columbia on the 22<sup>nd</sup> day of October, 2019.

**"Bargaining Unit"** or **"Union"** shall be deemed to reference MoveUP (Canadian Office and Professional Employees Union, Local 378) members employed by the Employer and covered by the Certification issued to the Union by the Labour Relations Board of British Columbia on the 22<sup>nd</sup> day of October, 2019.

**"Company"** shall mean Broadway Driving School Limited and is also referred to as the Employer.

**"Manager"** shall mean a person who has control or direction of the business of the Employer and its Employees and is also excluded by the Code.

**"Full Time Employee"** A Full Time Regular Employee is a person who is employed on a full time basis and has completed the probationary period. Full Time Regular Employees shall be covered by all of the terms and conditions of this agreement except those which apply specifically and exclusively to Part Time Regular Employees or Casual Employees as the case may be.

**"Part Time Employee"** A part time regular Employee is an Employee hired to work regular hours or days but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period. A Part Time Regular Employee shall not be scheduled more than thirty-two (32) hours per week except in the case of a new shift schedule or a voluntary shift change between 2 Employees occurs. Part Time Regular Employees shall be covered by all conditions of this Agreement, except those which apply specifically and exclusively to Full Time Regular or Casual Employees as the case may be, or as otherwise specifically noted in this Agreement:



## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 JUST CAUSE**

The Union recognizes the right of the Company to discipline and 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, consistent to the provisions of this Agreement.

### **2.03 COMPANY RULES AND REGULATIONS**

The Company also reserves the right to supplement and alter from time to time reasonable rules and regulations to be observed by the Employees, said regulations and rules not being inconsistent with the provisions of this Agreement.

### **2.04 NOTIFICATION OF COMPANY POLICIES AND PROCEDURES**

The Company will provide copies of all policy and procedure instructions relating to matters covered by this agreement to Employees and the Union.

## **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 completion of their first week of employment.

### **3.03 ASSIGNMENTS OF WAGES AND EMPLOYEE INFORMATION**

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

- (a) Employee id number
- (b) name - address
- (c) monthly salary
- (d) amount of dues deducted
- (e) job classification
- (f) Employee status
- (g) date of hire
- (h) work location
- (i) telephone number, except where Employees have expressly indicated to the Company that their number is unlisted

In addition to the above the Company will provide the Union monthly with a list of:

- i. new hires
- ii. terminations
- iii. promotions
- iv. demotions
- v. lateral moves between budget centres
- vi. salary revisions
- vii. address and name changes
- viii. Employees on extended leave of absence
- ix. acting pay appointments
- x. overtime worked
- xi. telephone number changes, except where Employees have expressly indicated to the company that their number is unlisted
- xii. seniority

**Reporting 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 Union within ten (10) days following the month for which the Union dues were deducted.

### **3.05 UNION ACCESS TO THE UNIT**

An authorized representative of the Union shall be permitted to enter the unit at any reasonable time in the interest of the Employees covered by this Agreement, provided that the Manager on duty is first contacted, and that there will be no disruption of Employee's duties.

### **3.06 EMAIL ACCESS**

The Company agrees to provide the ability to the Union to communicate bulletins pertaining to Union business, election of officers, social and recreational events via the Employer email addresses. A bulletin board shall also be provided by the Employer in each workplace of the bargaining unit dedicated solely for the purpose of posting Union bulletins, election of officers, social and recreational events and Union business.

### **3.07 NOTIFICATION TO THE UNION; PRIOR TO CERTAIN CHANGES**

The Company shall notify the Job Steward when discharging, laying off, promoting or demoting any bargaining unit Employee.

### **3.08 NEW EMPLOYEES ORIENTATION**

A new Employee will be provided with a copy of the Collective Agreement and will be introduced to their Job Steward as part of her/his orientation to the Company. In addition, the Company agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit Employees during regular working hours, without loss of pay, for a period of up to one (1) hour. The purpose of the meeting is to acquaint new Employees with the benefits and duties of Union membership and Employees' responsibilities and obligations to the Company and the Union.

### **3.09 JOB STEWARD RECOGNITION**

The Company agrees to recognize Job Stewards as designated by the Union. The Company shall accord a hearing to the Job Stewards for settlement of disputes and grievances.

### **3.10 RIGHTS OF JOB STEWARDS**

The duties and responsibilities of Job Stewards shall include the following activities:

- (a) Investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.
- (b) The transmission of Union bulletins and/or notices by posting or such other means as are reasonable under the circumstances.
- (c) Participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (d) Participation in the administration of the Union as may be required for Union Executive Meetings and Job Steward Meetings.
- (e) Briefing time of up to one (1) hour prior to grievance meetings as set out in Article 3.06 of this Collective Agreement.

### **3.11 PAID AND UNPAID LEAVE FOR JOB STEWARDS AND UNION OFFICERS**

- (a) Job Stewards can carry out their duties in Article 3.10(a), 3.10(b), and 3.10(e) above without loss of pay during regular business hours and it shall be considered as time worked. Time spent by Job Stewards beyond their regular hours will not be paid for by the Company. Before carrying out duties relating to 3.10(a) or 3.10(e) during regular working hours, the Job Steward will first obtain permission from the manager or her/his designate at her/his location. Such permission will not be unreasonably withheld. Job Stewards may carry out their duties relating to 3.10(b) upon prior notification being given to the manager or her/his designate at her/his location. It is understood that Job Stewards will carry out their duties in a manner as to cause a minimum of interference to normal job duties and business operations.
- (b) **Leave of Absence for Arbitration Hearings:** Job Stewards and/or affected Company Employees can participate in arbitration hearings without loss of pay during regular hours and it shall be considered as time on Union Leave and the Union will reimburse the Company. The time spent beyond regular hours will not be paid for by the Company.
- (c) **Leave of Absence for Union or Labour Conventions:** Subject to maintenance of operations, Job Stewards and/or other elected Officers of the Union who regularly work for the Company, and who are elected or appointed to attend Union or labour conventions, will be granted leave of absence without pay to attend such conventions provided reasonable notice is provided to the Company. The Union agrees that remaining Employees in a work area affected by the granting of leave under this provision will cooperate with the Company to minimize the effect of leave granted to Job Stewards and/or other elected Officers under this Section.

- (d) **Miscellaneous Leave of Absence:** Job Stewards and/or other elected Officers of the Union may receive leave of absence with or without pay by prior arrangement with management for other activities not specifically identified above.
- (e) Job Stewards and/or elected Officers of the Union who regularly work for the Company and who are assigned to joint Union-Company committees, will be paid by the Company for all time spent on such committees during regular hours.
- (f) Time spent by Job Stewards and Union Officers, who are engaged in legitimate Union activities during working hours will not be referenced in their performance appraisals.
- (g) With respect to leaves of absence referred to in (b), (c), (d) and (e) above, every effort will be made to provide the Manager and/or Human Resources with not less than five (5) working days written notice, where possible.
- (h) To facilitate the administration of this clause, when a leave of absence without pay is granted, the Company will continue an Employee's normal rate, subject to the timely reimbursement by the Union for all direct and indirect costs associated with such leave.

### **3.12 UNION USE OF OFFICE SPACE**

Job Stewards and/or Representatives of the Union who require private office space for the purpose of performing their duties relative to 3.10(a) above, will receive such accommodation on request to the manager of or their designate if such space is available.

### **3.13 UNION INSIGNIA**

A Union member shall have the right to wear or display a union hat, pin or clothing bearing the recognized insignia of the Union.

### **3.14 UNIT MEETINGS**

The Company will endeavour to provide a meeting room to the Union for the purpose of the Union conducting meetings with unit Employees, if such space is available.

## **ARTICLE 4 – EMPLOYMENT, DISCHARGE AND TERMINATION**

### **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.

In all cases of discipline, the initial burden of proof of just cause will rest with the Company.

### **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 Job 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 Job 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 removed from the Employee's personnel file after twelve (12) months so long as the Employee has no subsequent discipline over the same twelve (12) months.

Any serious complaint(s) made by a customer that is/are not filed within three (3) months of the student(s) last lesson will not be subject to any disciplinary action.

### **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, they do so only to acknowledge that they have 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) An Employee who works less than thirty (30) lessons in a week may work for any other driving school while employed by the Company. An Employee working less than thirty (30) lessons shall not use Company materials or equipment when working for another driving school.
- (b) No Employee shall offer their services to anyone enrolled or who potentially could be enrolled as a customer of the Company without the Company's knowledge.
- (c) An Employee shall, at all times, regardless of the number of lessons worked for the Employer, be permitted to provide motorcycle lessons and any form of driver training not provided by the Employer at the time of their hire if they so choose.

#### **4.09 PROBATIONARY PERIOD**

A new Employee entering service in a job covered by this Agreement shall be considered probationary for a period of three (3) months or sixty (60) paid days of employment, whichever shall last occur. A new Employee hired into a job shall be eligible for benefits as described in Article 12 of this Agreement after completing three (3) months or sixty (60) paid days of employment, whichever shall last occur.

## 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. Meetings with management will be arranged by the Employer and the Job 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 they report to. Any such meeting or conversation shall include the Job Steward.
- (b) **Step One** - At this step notice in writing of the grievance must be filed by the Job Steward with a person designated by the Company and a copy directed to the General Manager's office within thirty (30) 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, their Job 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 Two.
- (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 fourteen (14) days of



receiving the Company's reply in Step One, advance the Grievance to Step 2. In this step an attempt to resolve the grievance shall be made between the Employee, the Job Steward and/or a Union representative and the President of the Company within fourteen (14) calendar days of the referral to Step Two.

- (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 6 within thirty (30) days of the conclusion of Step Two.

### **5.03 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

The Union agrees to provide the Company with a written list of names of any persons other than Job 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.

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 inarbitrable.

### **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**

The parties agree that arbitrations shall be heard by a single arbitrator.

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.

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.

Each Party to the arbitration will bear one-half (1/2) of the expense associated with the appointment of the arbitrator.

The Parties recognize that they are bound by a decision of the arbitrator.

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 every month. 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 their regular rate of pay.

Such Employee shall be provided with transportation to their doctors or hospital and to their home.

#### **7.04 WORKER'S COMPENSATION BOARD**

The Company will advise the Union when it intends to protest an Employee's claim for Workers' Compensation.

#### **7.05 PAY FOR ATTENDING BI-MONTHLY MEETINGS**

Employee members of the Health & Safety Committee shall receive their normal pay 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**

Training will be offered to all Employees when there are changes, or "newer rules" that are in force, for example, Green bike lanes and roundabouts.

No Employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper training and instruction.

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.

The employer shall advise Instructors, in advance, of any known behavioral or medical issues, including any allergies that their clients may have. Instructors will advise the office if they become aware of any issues.

#### **7.08 RETURNING WORKERS INJURED ON OR OFF THE JOB**

- (a) The Company will make every reasonable attempt to provide suitable, modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Company and the Union, taking into consideration the needs of the business and the necessity to provide work assignments which will make a positive productive contribution to the Company's operation. By mutual agreement between the Parties, provisions of this Agreement may be amended or waived by a letter of understanding to meet the needs of the disabled Employee concerned and to modify the duties of a particular position.

- (c) In consideration of accommodating a disabled Employee the following shall apply in the order listed below:
- i. the disabled Employee's present position shall be considered for modification;
  - ii. positions within the disabled Employee's classification shall be considered;
  - iii. positions within the bargaining unit shall be considered;
  - iv. positions outside the bargaining unit shall be considered.
- (d) Any alteration in seniority shall only be considered as a final resort after all other avenues have been duly considered by both Parties. In situations involving layoff or recalls from layoff, the provisions of seniority will have priority over any special arrangements that may have been established to accommodate disabled Employees.
- (e) It shall be the responsibility of the Company and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled Employees.

#### **7.09 OCCUPATIONAL FIRST AID TRAINING**

The Employer shall ensure that all Employees are designated and receive approved training as first-aid attendants and that each are holders of a valid Occupational First-Aid Certificate. All Employees will receive a premium of \$45.00 per month for a level "1" certificate and \$125.00 per month for a level "2" certificate, or greater. All training shall be treated as time worked for the company and be paid time.

## **ARTICLE 8 - DISCRIMINATION AND HARASSMENT**

**8.01** The parties are committed to providing a work environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every Employee. Any form of harassment of, or by, Employees, customers, students, contractors, suppliers or other individuals associated with the Employer while engaged in activities pertaining to the workplace will not be tolerated. To that end, the Company's "Respect in the Workplace" policy shall apply.

### **8.02 DEFINITIONS**

**Discrimination:** Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, gender identity or expression, or any other characteristic prohibited by legislation.

**Harassment:** Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on race, religious beliefs, colour, and place of origin, gender, gender identity, gender expression, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or political belief.

Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another Employee (such as unfairness in Employee selection or work assignment based on a prohibited ground)
- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

### **8.03 REPORTING PROCEDURE**

The Company and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an Employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal charges, or civil litigation).

- (a) An Employee who feels subject to harassment should make every effort to tell the offending party to stop such behavior, prior to proceeding with an informal or formal complaint.
- (b) If the problem is not resolved through discussion between the individuals concerned then the Employee, or a Union Representative on behalf of the Employee, may contact the Manager, who will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.
- (c) In the event the problem is not resolved under (b) above, the Employee, or the Union on behalf of the Employee, may pursue other forms of redress.
- (d) No Employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An Employee who knowingly alleges a false claim against another Employee or individual or engages in any acts of retaliation against Employees for making a report will be subject to disciplinary action, up to and including termination of employment.

#### **8.04 YOUNG DRIVERS POLICY**

In addition to the above, the company has in place a policy regarding sexual harassment. This policy addresses both sexual harassment of Employees as well as customers. Where there is a conflict between this policy and the collective agreement regarding the sexual harassment of an Employee, the collective agreement shall apply. Where there is alleged sexual harassment of a customer, the Company's policy will apply subject to the grievance procedure.

The Company agrees further that all present Employees and all new Employees shall be provided a copy of the policy. Changes to the Company policy only will be made following consultation with the Union.

## **ARTICLE 9 - HOURS OF WORK**

### **9.01 NORMAL WORK WEEK**

- (a) A normal work week for an Instructor is defined as a maximum of forty (40) lessons having been conducted. Overtime rates will be paid for all lessons worked over forty (40) lessons per week. In the case of Administrative staff, a normal work week is defined as a maximum of forty (40) hours per week.
- (b) Instructors shall not be entitled to book lessons that bring them into an overtime position, that is, in excess of forty (40) lessons per week.
- (c) Work is defined as in-car instruction time and evaluation; travel time between lessons, administrative/office work, classroom teaching; road test appointments; Company authorized training, meetings and video reviews (up to three (3) lessons annually); and grievance meetings with management.
- (d) As the company's computer software (YDBMS) is programmed to track student lessons and classroom sessions, instructors will be paid by-the-lesson for in-car work and by-the-session for classroom work. Each lesson shall include fifteen (15) minutes of travel time between lessons, for a total of sixty (60) minutes per lesson.
- (e) The work day shall commence from the time the instructor starts the first scheduled in-car lesson or fifteen (15) minutes prior to in-class sessions if the instructor is in possession of a Company vehicle. When an instructor is required to pick up the Company vehicle from a designated location over twelve (12) kilometers from the first scheduled work, the instructor will receive one lesson pay.
- (f) The current ICBC GLP five (5) day training program will be paid at the full day's rate. To be clear, a full day's rate is the equivalent of eight (8) lessons.

### **9.02 CONSECUTIVE SCHEDULING**

Every effort will be made, when work is booked by the office, to schedule lessons consecutively.

### **9.03 NORMAL WEEK**

- (a) A normal week is defined as beginning Monday and ending Sunday. Instructors will work five (5), normally consecutive, days which will include a Saturday or Sunday (or Saturday and Sunday if the instructor agrees). An instructor may be scheduled Monday to Friday providing both the Company and the instructor agree.
- (b) Any work time in excess of forty (40) lessons per week shall be considered overtime.



#### **9.04 WORK ASSIGNMENTS**

The Company shall offer work to instructors in such a way that the most senior instructors are provided with the opportunity to work full time, provided that efficient company operation and maximum customer service are maintained.

In assigning work the following criteria will apply:

- 1) Seniority
- 2) Customer preference/requests/service
- 3) Availability
- 4) Instructor training

#### **9.05 INSTRUCTOR SCHEDULING**

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 Instructor agrees, instructors may book their own lessons.

#### **9.06 CLASSROOM INSTRUCTION**

In the event a classroom class that is booked to occur over consecutive days is cancelled with less than two business days' notice, the Instructor will be paid for the first two day's of the course as though it were time worked.

#### **9.07 OTHER DUTIES**

In addition to their scheduled work hours, in-car instructors will be paid two (2) lessons per week at straight time to cover such incidental duties as cash-outs, and administrative duties. In addition, Employees will be paid as follows for the following procedures:

Oil Change	Two (2) lessons
Annual Vehicle Inspection	Two (2) lessons
Summer/Winter Tire Changes	Two (2) lessons
Commercial Plate Inspection	Two (2) lessons
Car Swap	Two (2) lessons
Union Orientation/Member/Steward	Two (2) lessons per person
Body Job work/maintenance	Duration of time lost
Administrative Duties	Two (2) lessons
Car washing and vacuuming	One (1) lesson

Should an Employee have a breakdown or a collision with their vehicle, they shall be paid for the entire time they are required to remain with their vehicle, as well as any canceled lessons. The Company will provide an "after hours" contact number. As well they will provide a current list of tow truck and taxi companies. The Employer will further provide

the name(s) of taxi and tow companies who can be utilized while billing the company directly. This will be provided to the Union within three (3) months of ratification.

Employees will also be paid two dollars and fifty cents (\$2.50) per week to cover the cost of incidental expenses.

#### **9.08 LESS THAN FOUR HOURS WORK**

Where the Employee agrees, the Employee may be allowed to work less than four (4) hours per day. When this occurs, the Employee shall be paid from the time they depart their residence to attend their first lesson and return to their residence following the last lesson.

#### **9.09 OVERTIME**

Overtime rates shall be in accordance with the following and will be calculated based on a weekly basis of forty (40) lessons per week.

- (a) Time and one-half (1½ X) for all lessons in excess of forty (40) lessons per week or five (5) lessons per day.
- (b) Double time (2 X) for all lessons in excess of fifty (50) lessons per week.
- (c) All work performed on Statutory Holidays shall be paid at double time (2 X) in addition to the day's regular pay.

**Equitable Distribution of Overtime:** Overtime will be offered in an equitable manner amongst the Employees who are able to perform the work. Such overtime will first be offered to Employees on a voluntary basis in the order of seniority. If there are no volunteers, overtime will be assigned based on reverse seniority.

#### **9.10 CUSTOMER CANCELLATIONS**

When customers cancel lessons with more than three (3) business days' notice and no other customers can be scheduled into the vacant slot, every reasonable effort will be made to have the remaining hours of that day scheduled as consecutive hours.

When a customer no-shows or cancels an appointment within forty-eight (48) hours, the Employee will be paid as if it were time worked. When a customer no-shows or cancels an appointment within seventy-two (72) hours, the Employee will be paid for half the time that was scheduled as if it were time worked.

#### **9.11 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 their scheduled time. It is the Employee's responsibility to contact ICBC to determine if road tests are cancelled and to attempt to reschedule lessons to fill the lost lesson.

## **9.12 INSTRUCTOR PROVIDED CARS**

By agreement between the Company and the Employee, an Instructor may provide their own vehicle. Such vehicles shall meet the standards of and be kept in a condition set by the Company. The vehicle must be available for inspection at any time by the Company.

Instructors providing their own vehicles under this article 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 current CRA rate per kilometer to a maximum of twenty-five (25) kilometers per lesson.

The lessons paid in Articles 9.06 and 9.07 will not be reimbursed per kilometer but will be paid at the stated wage rates.

## **9.13 COMPANY SUPPLIED VEHICLE**

Employees with access to a company vehicle shall have the right to use the vehicle for personal use for up to one hundred (100) kilometers per week.

## **9.14 SUNDAY INSTRUCTION**

An Employee who doesn't normally work on Sunday who teaches in a classroom on Sunday shall have the right to refuse in-car instruction after the class.

## **9.15 MINIMUM REST PERIODS**

Employees shall receive a minimum of twelve (12) hours of rest between the end of the last appointment of their preceding day of work and the start of the first appointment of their proceeding day of work.

## **ARTICLE 10- VACATIONS**

### **10.01 VACATION ALLOTMENT**

Vacations will be granted as per the following schedule:

Years of Service	Vacation Period	Vacation Pay
Less than 3 years	3 weeks	6%*
3 years but less than 6 years	4 weeks	8%*
6 years but less than 11 years	5 weeks	10%
11 years or more	6 weeks	12%

\* of gross earnings for the previous vacation year.

### **10.02 VACATION CALCULATED**

Each Employee's vacation shall be calculated from their 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 received an annual vacation, shall receive vacation pay on the following basis:

- (a) If worked six (6) months or less, on the basis of the "Employment Standards Act" of BC;
- (b) If worked over six (6) months, on the basis of a proportionate amount as set out in 10.01 of this Article.

### **10.04 STATUTORY HOLIDAY DURING VACATION**

Should a Statutory Holiday occur while an Employee is on annual vacation, they shall receive an additional day off with full pay at their regular rate immediately preceding or following their vacation, or they may elect to receive pay in lieu of. Such designation shall be made at the time the Employee schedules their holidays.

### **10.05 VACATION SCHEDULING**

- (a) Scheduling of vacations shall be subject to operational requirements.
- (b) Employees will indicate their preference for vacation periods on the basis of seniority and the Employee's preferences will not be unreasonably denied.
- (c) Vacation selection bid forms will be issued no later than November 1<sup>st</sup> of each year for the vacation period of January 1<sup>st</sup> to December 31<sup>st</sup>.
- (d) Vacation selection preferences will be submitted no later than November 30<sup>th</sup>.
- (e) It is the intent of this Article that seniority preferences be exercised amongst Employees who are performing work in the same job whenever possible.

- (f) Where Employees chose to break their vacation into two or more periods, no Employee's second choice, etc., will take preference over a junior Employee's first choice, etc.
- (g) Vacation periods that become available after the closing of the vacation scheduling sign-up date under Article 10.05(d), will be posted for Employees to view.
- (h) Vacation selection preferences under paragraph 10.05(h) shall be granted on the basis of operational requirements and seniority.
- (i) Where an Employee's proposed vacation falls into the first week of the New Year, the intent is to treat that first week as part of the previous Vacation Year for scheduling purposes only.

#### **10.06 VACATION PAY**

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

All eligible Employees may request in writing for their outstanding vacation pay a maximum of twice in a twelve (12) month period.

## **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	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

An Employee is entitled to a Floating Holiday to be taken at a time mutually agreed between the Company and the Employee. A floating holiday is a paid day off per year that is earned when an Employee has worked one of the preceding statutory holidays mentioned.

### **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.

### **11.03 EMPLOYEES WORKING LESS THAN FULL-TIME**

Employees who have worked less than a normal work week in the thirty (30) days prior to a Statutory Holiday shall receive Statutory Holiday Pay pro-rated in accordance with the Employment Standards Act.

## **ARTICLE 12 – BENEFIT PLAN AND SICK LEAVE**

### **12.01 BENEFIT PLAN**

- Extended Health Care
  - Prescription Drugs 80%
  - All Other Eligible Expenses 100%
- Employee and Family Assistance Program
  - Payment is made directly to the provider for eligible EFAP services
- Dental Care
  - Basic Services 80%
  - Major Restorative Services 50%
  - Orthodontics 50%
- Group Term Life
  - Benefit Amount \$25,000
  - Living Benefit Amount; 50% of the Group Term Life Benefit Amount, to maximum of \$50,000
  - Non Evidence Limit \$25,000
  - Benefit Reduction; Amount of insurance reduces by 75% at age 65
  - Termination; Age 75 or earlier retirement
- Dependent Life; Spouse \$2,500 Child \$1,000
- Accidental Death & Dismemberment (AD&D)
  - Principle Sum; An amount equal to the amount payable under your current group term life insurance
  - Aggregate Limit; \$3,000,000
  - Benefit Reduction; Amount of insurance reduces by 75% at age 65
  - Termination; Age 75 or earlier retirement
- Drugs
  - Charges for drugs in a quantity we consider reasonable to a calendar year maximum of \$50,000, and
    - a) which are dispensed by a pharmacist, Physician, Dentist, or a Primary healthcare nurse practitioner, including:
      - i) life sustaining drugs
      - ii) insulin preparations, testing supplies, needles, and syringes for diabetics
      - iii) vitamin B12 for the treatment of pernicious anemia
      - iv) allergy serums when administered by a Physician, or Primary healthcare nurse practitioner, or
    - b) which legally require a prescription from a medical Provider legally authorized to do so, including:
      - i) contraceptives.
- Acupuncturist; \$500
- Chiropractor and chiropractic x-rays combined; \$500
- Massage Practitioner; \$500
- Naturopath; \$500
- Osteopath; \$500
- Physiotherapist; \$500
- Podiatrist and chiropodist combined; \$500

- Psychologist; \$500
- Speech and language pathologist; \$500
- Private duty care by a registered nurse for a person with an acute condition in the person's home, limited to a maximum of \$10,000 per calendar year or \$25,000 per lifetime, whichever occurs first
- Vision care; Maximum \$300 in a 24 month period
- Eye examination; Every 24 months to a maximum of \$75

### **Incidental Sick Leave**

- All regular Employees on the payroll as of January 1<sup>st</sup> of each year will be given credit for twelve (12) days for that year. New Employees starting during the year shall receive a pro-rated portion calculated at one (1) day per month to a maximum of twelve (12) days.
- New Employees shall not be covered during their probation period.
- Part-time regular Employees will only be paid an incidental sick leave day if the Employee is absent on a day actually scheduled for work.
- It is understood that Employees granted twelve (12) days credit on January 1<sup>st</sup> of each year are actually earning those days at one (1) day per month. Upon termination of employment an Employee having used more sick days than earned shall be required to reimburse the Company from their final pay.
- Employees are permitted to carry forward a maximum of ten (10) days incidental sick leave into the next calendar year. However, upon termination of employment, incidental sick days have no monetary value.
- The Employee, upon request by the Company, shall provide proof of illness which involves paid leave of more than three (3) consecutive working days.
- Employees are permitted to access the Incidental Sick Leave bank in increments of not less than one-half day to cover Family Responsibility Leave as described in the Employment Standards Act.
- Employees are permitted to access the Incidental Sick Leave bank in increments of not less than one hour for medical and dental appointments.

### **12.02 RRSP**

- Eligibility:** All regular Employees become eligible to participate in the RRSP plan after one (1) year of continuous employment.



(b) Contributions

- i. Employee Contribution: At the time an Employee becomes eligible to participate, an Employee must contribute five (5%) percent of gross earnings to the RRSP program.
- ii. Employer Contributions: Once an Employee is eligible to participate in the RRSP plan, the Employer will make contributions as follows:
  1. Effective date of ratification, the Employer will contribute seven (7.0%) percent to each Employee's RRSP.
- iii. Contributions to the Plan will be effected through payroll deduction each pay period and will be deposited into the Employee's specified RRSP account.

## **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 five (5) days leave of absence with pay. The term "immediate family" shall mean spouse, child, parents, siblings or grandparents or any other person who was acting in loco parentis.

### **13.02 JURY DUTY**

Employees who have completed their probationary period, who are summonsed or subpoenaed for jury selection or jury duty or as a crown witness in a criminal proceeding shall be paid the difference between what they would have been scheduled to work that day and any pay they receive for jury or witness duty. The Employee must show satisfactory proof of receiving the summons or subpoena as soon as it is received and provide the Company with a statement of pay received when claiming the pay difference. Employees released from jury or witness duty prior to the end of their scheduled workday are expected to return to work for the balance of the day.

### **13.03 MATERNITY LEAVE/UNPAID PARENTAL LEAVE**

- a) On written request, an Employee shall be granted a leave of absence without pay for parental reasons as follows:
  - i. for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and Employee agree otherwise,
  - ii. for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - iii. for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- b) The Employer may require submission of a birth certificate for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- c) An Employee shall request parental leave at least three (3) weeks in advance of the date of commencement of the leave.

- d) Continuation of Benefits – An Employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

#### **13.04 PERSONAL LEAVE**

The Employer may grant Employees personal leaves of absence.

#### **13.05 SPECIAL LEAVE**

Any regular Employee will be entitled to reasonable leave without loss of pay for legitimate and unavoidable personal reasons which will include but shall not be limited to:

- serious household or domestic emergency
- paternity - birth of Employee's child (one (1) day per calendar year)
- attend funeral as pallbearer or mourner
- attend her/his formal hearing to become a Canadian citizen
- full period of any quarantine
- moving household furniture and effects when it is not possible to move on a weekend or scheduled day off, except that such leave with pay will not be allowed more than once in any twelve (12) month period, however, an Employee may be granted such leave of absence without pay in circumstances where the Employee is not eligible for such leave with pay.

As well, leave of absence for other legitimate personal reasons acceptable to the Company may be granted.

#### **13.06 PUBLIC OFFICE**

Leave of absence without pay will be granted Employees who:

- i. Run for elected office – municipal, provincial, federal
- ii. Are elected to public office

#### **13.07 DEFERRED SALARY PLAN**

The objective of a Deferred Salary Leave Plan (DSLPL) is to provide Employees with an opportunity to self-finance a planned period of absence for any reason, such as continuation of educational studies, travel or other interests.

- (a) **Applying for Deferred Salary Leave** - An Employee desiring such leave shall make a written application to the Employer at least two (2) months prior to entry to the Plan. The minimum Leave Period will be six (6) consecutive full calendar months and the maximum will not exceed twelve (12) consecutive full calendar months. The leave should commence immediately following the end of the salary deferral period

(b) **Approval of Deferred Salary Leave** - Approval of Deferred Salary Leave shall not be unreasonably withheld. In the event that such leave is not granted, the reasons shall be given to the Employee in writing.

(c) **Funding for Deferred Salary Leave** - Funding for the Leave of Absence shall be in accordance with Revenue Canada Regulations.

(d) **Period for Salary Deferral** - The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:

- one year - 33 1/3%
- two years - 33 1/3%
- three years - 33 1/3%
- four years - 25%
- five years - 20%
- six years - 16 2/3%

Once per year, the participants may upon one (1) month's written notice to the Employer, alter their percentage amounts for the next or any subsequent year.

(e) **Employer Obligation** - The Employer shall remit to the financial institution those sums specified by the Employee and governed by the Plan. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The Company and the Union shall not be liable to any participant for investment made under this clause.

(f) **Regulations** - Revenue Canada Regulations regarding payment of deferred funds must be followed. The program will comply with Federal Income Tax Regulations.

(g) **Taking the Leave of Absence** - The taking of the Leave of Absence shall be governed by the following provisions:

- (i) The participants in the Plan shall give the Employer a minimum of six (6) months' notice prior to taking of such leave.
- (ii) Participants must take the deferred leave after a maximum of six (6) years within the Plan or after the salary deductions have totalled 100%, whichever occurs first. Employees may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not exceed more than twelve (12) months.

- (iii) On return from deferred leave, the Employee will be returned to the same position as at the point of taking leave and with the applicable salary and benefits. Federal Income Tax Regulations require that Employees return to work for a period equal to the duration of the leave; therefore, Deferred Salary Leave cannot serve as an early retirement benefit.

(h) **Health and Welfare Benefits** – The Health and Welfare benefits will be as follows:

- (i) The participant shall bear the full cost of the Health and Welfare benefits.
- (ii) Vacation credits do not accumulate during the period of such leave.
- (iii) The Employer shall not be required to make RRSP deductions or contributions for the duration of the leave period.

### **13.08 LEAVE OF ABSENCE FOR UNION BUSINESS & TRAINEE UNION REP LEAVE**

Trainee Union Representatives

The Employer will grant leave of absence to an Employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- a) the time of the leave will be subject to departmental operating considerations;
- b) the period of absence will not exceed four (4) continuous months, unless otherwise agreed by the Employer.

### **13.09 GENDER TRANSITION LEAVE**

An Employee who provides a certificate from a medical practitioner confirming that the Employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sickness and extended health benefits as outline in Article 12 while absent.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

## **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 length of service with the Company providing they have the qualifications and ability to fulfill the job requirements.
- (b) **Scope of Seniority Principle** - The filling of job vacancies, layoffs and recall after layoffs within the bargaining unit, will be handled in accordance with the principles set forth in 14.01(a).
- (c) **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 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. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an Employee who does not protest their status in writing, within the said sixty (60) days. Said lists will commence with the most senior Employee, carry on downwards to the most junior Employee, and contain the following information:

- 1) 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

### **14.04 SENIORITY LISTS**

**Additional** - Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once every six (6) months.

## **ARTICLE 15 - LAYOFF, RECALL AND SEVERANCE**

### **15.01**

- (a) **Recall Procedure** - Laid off Employees with seniority will be given the first opportunity to be recalled provided they have the qualifications and ability to fulfill the job requirements. Employees will be notified of recall by telephone, facsimile, or other type of message which will be confirmed by registered mail. 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 registered notice at the last known 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 Job Steward.
- (b) **Return to Former Job Before Recall** - Employee(s) on a bump shall be returned to their former job(s) 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 their right to recall in the future providing the available work is anticipated to be fifteen (15) working days or less. In the event the Employee refuses a recall under this provision, the Employee must wait for the next recall opportunity before being recalled.

### **15.02 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 15.01(c).

### **15.03 NOTICE AND SEVERANCE PAY**

- (a) Any regular Employee who is laid off will receive written notice of layoff and severance pay as follows:
  - i. Employees who have less than three (3) years' service with the Company since the last date of hire will receive two (2) calendar weeks written notice.
  - ii. Employees who have three (3) or more years' service with the Company since the last date of hire will receive four (4) calendar weeks written notice.
- (b) Any regular Employee who has received written notice of layoff in accordance with the foregoing and who does not or is unable to elect bumping rights under Article 8.02 will be laid off with severance pay, subject to a maximum of fifty-two (52) weeks, as follows:
  - i. three weeks pay for Employees with up to two (2) full years' service.
  - ii. two weeks pay for each full year of service in excess of two (2) years, up to five (5) years.
  - iii. three weeks pay for each full year of service in excess of five (5) years.



(c) A regular Employee who receives severance pay, if they return to work for the Company, will reimburse the Company for any portion of severance pay which exceeds the period of layoff prior to her/his return to work. An Employee who receives severance pay because of more than one layoff shall not receive total severance pay which will exceed the amount of severance entitlement defined in 15.03(b) (i.e. severance pay is not cumulative with each layoff).

#### **15.04 LAYOFF PROCEDURE**

When a layoff becomes necessary the company shall layoff by classification in accordance with company seniority 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 their classification may bump an Employee with less Company service in a lower classification provided they have the qualifications and ability to fulfill the job requirements.

## **ARTICLE 16 - JOB POSTING AND JOB AWARDS**

### **16.01 POSTING PROVISIONS**

All job vacancies within the bargaining unit of more than thirty (30) days and all shift vacancies will be emailed to all members of the bargaining unit. Copies of all job postings shall be sent by email to the Union.

### **16.02 PREFERENCE**

When awarding job vacancies, preference will be given to internal applicants and to applications from the most senior Employees in accordance with the principles established in Clause 14.01(a) of this Agreement.

### **16.03 EMPLOYEE ABSENCE**

If an Employee is not at work for the following reasons, when a job is posted, they may apply for the job if they do so within three (3) working days of their return to work, providing the absence from work is for a period not exceeding fifteen (15) days.

- 1) vacation
- 2) authorized leave of absence
- 3) absence resulting from accident or illness
- 4) absence on Workers' Compensation

Where due to operational requirements the Company must fill the job vacancy prior to the return of the Employee, the Company will attempt to contact the Employee via the Employee's personal email.

### **16.04 TEMPORARY ASSIGNMENTS ON VANCOUVER ISLAND**

The Employer shall provide all Employees in the bargaining unit the opportunity to work on a temporary basis in another area of the bargaining unit on Vancouver Island prior to hiring externally to fill such positions. The Employer shall canvass all Employees in the bargaining unit via email when such opportunities arise.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE AND TRAINING**

### **17.01 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.

### **17.02**

In order to prevent the lay-off of a senior Employee as a result of technological change, the Company will retrain the affected Employee to retain their job or for another job in the bargaining unit providing such training can be completed in a period of not more than twenty (20) working days.

## **ARTICLE 18 - WAGES**

### **18.01 WAGE SCHEDULE**

- (a) All bargaining unit Employees shall be covered by a job classification which will be set out in Appendix "A". The Company shall provide a job description for each bargaining unit job classification set out in Appendix "A" and for each new job classification or revised job classification.
- (b) 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.
- (c) 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.

### **18.02 NEW OR CHANGED JOB CLASSIFICATION**

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 the Wage Schedule, or if any job classification(s) have been overlooked in the Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

### **18.03 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.

### **18.04 PAY DAYS**

Wages shall be paid every second Thursday with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, rate of pay, earnings, "no shows", and "late cancels" including dates of same, other duty pay and deductions, covering each pay period.

### **18.05 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 company shall pay new Employees attending the Instructor Training Course six-hundred dollars (\$600.00) per week for all such training conducted in the year 2020. This amount shall increase by fifty dollars (\$50.00) paid per week for every year thereafter.

#### **18.06 LICENCE RENEWAL**

The Company agrees to pay the cost of the Instructor's licence for all Employees including the cost of the medical examination, eye examination and criminal record check.

## **ARTICLE 19 - GENERAL PROVISIONS**

### **19.01 INSTRUCTORS' MEETINGS**

Instructor meetings shall be scheduled so that at least one (1) meeting per year is booked to allow for all members to attend at the same time.

### **19.02 CELL PHONES**

Where the employer requires an Employee to use their personal cell phone for company business, the Employee will be reimbursed for minutes used, shall be reimbursed fifty dollars (\$50.00) per month.

### **19.03 EXPENSE CLAIMS**

Employees travelling on Company business will be reimbursed for reasonable expenses as set out below by submitting them to the company:

- (a) Accommodation expenses.
- (b) Meal allowances will include actual expenses incurred for all meals and gratuities. Receipts will be required for individual meals above the following amounts:
  - Breakfast: \$15.00
  - Lunch: \$20.00
  - Dinner: \$30.00
- (c) Per Diem – Daily out-of-town maximum is seventy-five dollars (\$75.00).
- (d) Personal vehicle mileage expenses and other travel expenses which will include taxis and parking.
- (e) Reasonable miscellaneous expenses where incurred (such as laundry, valet, telephone, etc.). Any one item in excess of ten (\$10.00) dollars will be supported by receipts.

**ARTICLE 20- DURATION OF AGREEMENT**

**20.01 DURATION OF AGREEMENT**

This agreement will be effective from **TBD** through to and including **TBD**, subject to the right of either party to this Collective Agreement, within the four (4) months immediately preceding the date of **EXPIRY DATE TBD** 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.

**20.02 CONTINUATION AND BARGAINING**

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:

- 1) the Union commences a legal strike; or
- 2) the Company commences a legal lockout; or
- 3) the Parties enter into a renewed Agreement.

**20.03 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.

**20.04 NO STRIKE/NO LOCKOUT**

During the term of this Agreement, or during the continuation period provided in 20.02 above, there shall be no strike by the Union or lockout of Employees by the Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Trevor Hansen, Union Representative

\_\_\_\_\_  
Alex Peden, Bargaining Committee

\_\_\_\_\_  
Kim Phillips, Bargaining Committee

## APPENDIX "A"-WAGE RATES

	2020	2021	2022
<b>INSTRUCTORS</b>			
ITC – Training	\$600/week	\$650/week	\$700/week
Start	\$19.93/unit	\$20.53/unit	\$21.15/unit
After 1 <sup>st</sup> year:	\$20.09/unit	\$20.69/unit	\$21.31/unit
After 2 <sup>nd</sup> year:	\$20.87/unit	\$21.50/unit	\$21.15/unit
After 3 <sup>rd</sup> year:	\$21.87/unit	\$22.53/unit	\$23.21/unit
After 4 <sup>th</sup> year:	\$22.58/unit	\$23.26/unit	\$23.96/unit
After 5 <sup>th</sup> year:	\$23.35/unit	\$24.05/unit	\$24.77/unit
<b>Other Premiums:</b> In addition to their wage rates, Instructor who successfully complete training and are willing to act in the following capacity, will receive the following premiums			
Class Teacher:	+ \$0.25/unit		
Center Trainer:	+ \$1.00/unit		
Regional Trainer:	\$2.00 (each tier includes previous bonus)/unit		
Classroom Session:	+ \$4.00/unit		
<b>NOTE:</b> UNIT = 1 hour: 45 minute lesson plus travelling time			
<b>OFFICE (COURSE COUNCILLOR)</b>			
Start	\$15.50/hour	\$15.97/hour	\$16.45/hour
After 1 <sup>st</sup> year:	\$16.50/hour	\$17.00/hour	\$17.51/hour
After 2 <sup>nd</sup> year:	\$17.50/hour	\$18.03/hour	\$18.57/hour
After 3 <sup>rd</sup> year:	\$18.50/hour	\$19.06/hour	\$19.63/hour
After 4 <sup>th</sup> year:	\$19.50/hour	\$20.09/hour	\$20.69/hour
After 5 <sup>th</sup> year:	\$20.50/hour	\$21.12/hour	\$21.75/hour



**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**BROADWAY DRIVING SCHOOL LTD.,  
(YOUNG DRIVERS OF CANADA)**

**AND:**

**MOVEUP**

**RE: EVASIVE MANEUVERS**

There is a requirement for Instructors to teach students evasive maneuvers. Although this is mandatory, there is currently no safe location provided to instructors to use. They are often forced to use unauthorized parking lots which are both unprofessional and unsafe. The Drivers are often asked to leave the area in the middle of a lesson.

The employer shall commit to finding safe and authorized areas to perform these procedures which shall be inspected and approved by the joint OH & S committee. If locations are not provided, Instructors will not be obligated to perform the cone maneuvers.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED ON BEHALF OF THE COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Trevor Hansen, Union Representative

\_\_\_\_\_  
Alex Peden, Bargaining Committee

\_\_\_\_\_  
Kim Phillips, Bargaining Committee

**LETTER OF UNDERSTANDING# 2**

**BETWEEN:**

**BROADWAY DRIVING SCHOOL LTD.,  
(YOUNG DRIVERS OF CANADA)**

**AND:**

**MOVEUP**

**RE: MINIMUM WAGE PROTECTION**

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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED ON BEHALF OF THE COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
Trevor Hansen, Union Representative  
\_\_\_\_\_  
Alex Peden, Bargaining Committee  
\_\_\_\_\_  
Kim Phillips, Bargaining Committee