

COLLECTIVE AGREEMENT

Between



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

and



UNIFOR
Local3000 | Canada

Effective: January 21, 2021 to November 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 Instructors 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 Instructors, 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 and to enhance the living standards of the Instructors.

1.02 PROTECTION AGAINST THE CONTRACTING OUT OF WORK

The Company agrees that it will not contract out work normally performed by Instructors within the bargaining unit where such contracting out would result in the layoff of a bargaining unit Instructor. This Article shall not apply to actions taken by the Company to comply with directives over which the Company has no control from Young Drivers of Canada.

1.03 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.

1.04 NO OTHER AGREEMENT

No Instructor 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 unless cancelled or terminated as follows:

- (a) serving the Union written notice within thirty (30) days of ratification of the Agreement; or
- (b) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

1.06 BARGAINING UNIT WORK

All efforts will be made for bargaining unit members to perform bargaining unit work, including paying overtime. As a last resort, the Employer has the right to allow non-bargaining unit staff to perform bargaining unit work. This provision excludes ITC/CTC training, CF clients and re-certification, which may be performed by non-bargaining unit staff.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 JUST CAUSE

The Union recognizes the right of the Company to discipline, transfer or discharge any Instructor, 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 Instructors, said regulations and rules not being inconsistent with the provisions of this Agreement.

2.04 COPY OF NEW RULES TO BE POSTED

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

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 Instructors in the bargaining unit as certified or amended by the *Labour Relations Board of British Columbia*.

3.02 UNION MEMBERSHIP

All Instructors 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 Instructors employed after this Agreement becomes effective shall become members of the Union upon completion of their first week of employment.

3.03 UNION DUES

- (a) **Union Dues – Deduction** – The Company agrees to deduct monthly from the earnings of each Instructor, Union Dues and Initiation Fees from time-to-time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from the Instructors upon proper written notification from the Local Executive of the Union.
- (b) **Reporting of Dues Deducted** – The Company agrees to show on each Instructor’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 ten (10) 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 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 Instructors covered by this Agreement, provided that the Manager on duty is first contacted, and that there will be no disruption of employee’s duties.

3.07 NOTICE BOARDS

The Company agrees to provide the Union with a notice board upon which the Union President or a delegate may post bulletins pertaining to Union business, election of officers, social and recreational events.

3.08 UNION LEAVE – LONG TERM

Upon ninety (90) days' notice from the Union office, the Company shall grant a leave of absence without pay of three (3) years to no more than one Instructor who is selected for a full-time union position. An Instructor who obtains such Leave of Absence must meet the required qualifications on return to the employ of the Company at the end of the leave to retain Instructor status.

3.09 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 Union conventions or training programs. Such leave will not be unreasonably denied.

3.10 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 Instructor.

3.11 NEW INSTRUCTORS ORIENTATION

Each newly hired Instructor will be introduced to a Shop Steward at the first opportunity, when doing so will not cause an undue interruption with either the Instructor's or the Steward's job duties. In any event, such introductions will take place within two (2) weeks of the date the Instructor commences instruction. The Parties agree that the introduction will take place at a time mutually agreed between the Company and the Shop Steward.

3.12 UPDATE ON INSTRUCTOR ADDRESSES

Upon request, the Company agrees to provide the National Union not more than once each quarter with the names and addresses of all the Instructors in the bargaining unit. These shall be emailed or faxed to the National Union office in New Westminster.

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 Instructor.

4.02 RIGHT TO REPRESENTATION

When the Company chooses to implement a warning (verbal or written), a suspension or a discharge, the Instructor 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 Instructor's option, where the unavailability of a Shop Steward will result in undue delay, the disciplined Instructor may be represented by another Instructor in the bargaining unit.

4.03 INSTRUCTOR ADVISED OF COMPLAINT

No complaint shall be recorded against an Instructor unless the Instructor 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 INSTRUCTOR

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

4.05 ACCESS TO PERSONNEL FILE

Upon reasonable notice and at a reasonable time, Instructors 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 Instructor at the time of filing.

4.06 SIGNING NOT AGREEMENT

Whenever an Instructor 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 Instructor 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

No Instructor who works for the Company shall work for or financially participate in any other driver-training-related school, while actively employed by the Company.

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 Instructor without the consent of the Union representative.
- (c) **Representation** – The Company and the Union agree that no Instructor or group of Instructors 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 Instructor 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 Instructor’s knowledge of the incident or occurrence giving rise to the grievance.

Any meeting between the Parties at this Step must involve the Instructor, his/her Shop Steward and the Management person to whom the Instructor 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 1, 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 Instructor, the Shop Steward and/or a Union Representative and the President 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 2, 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 2.

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 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

- (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 (½) 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 Instructors during the hours of their employment. Instructors 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

- (a) An Instructor 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.
- (b) Such Instructor shall be provided with transportation to his/her doctor's or hospital and to his/her home.

7.04 WORKER'S COMPENSATION BOARD

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

7.05 PAY FOR ATTENDING BI-MONTHLY MEETINGS

Instructor 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 Instructor to any third party except its own agents or representatives unless required by law or with the consent of the Instructor on each occasion the health information is requested.

7.07 PROPER TRAINING AND EDUCATION

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

No Instructor 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.

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.

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

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 Instructors 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 Instructor concerned and to modify the duties of a particular position.
- (c) In consideration of accommodating a disabled Instructor the following shall apply in the order listed below:
 - (i) the disabled Instructor's present position shall be considered for modification;
 - (ii) positions within the disabled Instructor'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 Instructors.

- (e) It shall be the responsibility of the Manager and the duly authorized representative of the Union or their designates, to jointly investigate and find means to accommodate disabled Instructors.

ARTICLE 8 – HUMAN RIGHTS AND HARASSMENT

8.01

The Company and the Union agree that discrimination and/or harassment of any Instructor because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every Instructor has 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.

8.02

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.

8.03

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 Representative of the Local Union and deliver a copy to the alleged harasser.

8.04

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

8.05

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.

8.06

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

8.07 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 Instructor on each occasion the information is requested.

8.08 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 Instructors as well as customers. Where there is a conflict between this policy and the Collective Agreement regarding the sexual harassment of an Instructor, 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 Instructors and all new Instructors shall be provided a copy of the policy.

ARTICLE 9 – HOURS OF WORK

9.01 NORMAL DAY

- (a) Each in-car lesson will be deemed to be one (1) unit of work, and it takes into account teaching time, travel time, and all administrative work, including paperwork, 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 forty-three (43) units will be worked per week. The majority of the lessons will be double, ninety (90) minutes with fifteen (15)

minutes travel [for a total of one hundred and five (105) minutes]. Single lessons will be at the discretion of the Instructor and the student.

- (b) The office or Instructor will normally schedule double lessons where appropriate. A double in-car lesson will be deemed to be two (2) units of work and equals ninety (90) minutes plus fifteen (15) minutes of travel.
- (c) The normal hours of operation shall be 7:00 am to 10:00 pm and there shall be a seven (7) day operation. Instructors working outside of these hours do so on a voluntary basis.
- (d) Where the Company and Instructor agree, Instructors may book their own lessons.
- (e) Instructors who provide in-class training are paid on an hourly basis.

9.02 CONSECUTIVE SCHEDULING

Every effort will be made, when work is booked by the office, to schedule lessons consecutively, while recognizing that 12:00 – 3:00 p.m. lessons are less in demand and that late cancels can occur.

9.03 WORK ASSIGNMENTS

The Company will make every reasonable effort to assign work to Instructors in such a way that the most senior 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) Seniority
- 2) Customer preference/requests/service
- 3) Availability
- 4) Instructor training

9.04 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.

9.05 CLASSROOM INSTRUCTION

In the event a classroom class is cancelled with less than two (2) business days' notice, the Instructor will be paid for the first session as though it were time worked.

9.06 OVERTIME

Overtime rates for lessons booked by the Company, outside of the Instructor designated hours in BMS, shall be in accordance with the following and will be averaged based on a four (4) week rolling calendar of one hundred and seventy-two (172) working units.

- (a) Time and one-half ($1\frac{1}{2}x$) for all 52.5-minute units booked by the Company in excess of eight and one-half ($8\frac{1}{2}$) working units in a day. Weekly lesson counts are designated by each Instructor and should be normally restricted to an average of forty-three (43) working units in a week.

Any overtime will be pre-approved and directed by the Company. For self-schedulers who put themselves into an overtime position, they shall agree to complete this work at regular unit wage”.

9.07 CUSTOMER CANCELLATIONS

“NO SHOWS” are defined as a lesson where the Instructor has driven to the lesson pick-up point but the client or student does not show up for whatever reason.

“LATE CANCELLATIONS” are defined as any cancellation, which has occurred with less than forty-eight (48)-hours’ notice.

- (a) Should the Instructor be notified of a “late cancellation”, the Instructor will make every effort to fill the spot using the “advertise” lesson feature in YD BMS. If they are experiencing time restrictions, they may reach out to the Office or Scheduling Team to assist them with filling the spot.
- (b) Should the efforts to fill the spot created by the “late cancellation” lesson(s), as noted above in (a) be unsuccessful, the Instructor will be paid for the number of lessons cancelled.
- (c) When a customer no shows for an appointment for a legitimate reason such as illness or emergency as verified with the customer/parent by the Company, the Instructor will be paid for one (1) unit including the kilometer allowance and any subsequent units.

9.08 ICBC CANCELLATIONS

In the event ICBC cancels Road tests with less than twenty-four (24) hours’ notice due to weather conditions, the Instructor will be paid for one (1) unit. It is the Administrator’s responsibility to contact ICBC to determine if road tests are cancelled and to attempt to reschedule lessons to fill the lost lesson.

9.09 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.

9.10 INSTRUCTOR PROVIDE CARS

By agreement between the Company and the Instructor, an Instructor will provide his/her own vehicle for work purposes. 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 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 (\$.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 (YD BDS). Instructor must enter the starting and end odometer reading into BMS at the end of each day.

9.11 SUNDAY INSTRUCTION

An instructor 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. In the event the Instructor exercises this right, the Instructor shall have the right to have a full-day off on Tuesday.

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 but less than 15 years	4 weeks	8%*
15 years and over	5 weeks	10%

* of gross earnings based on what was reported to the CRA (Canada Revenue Agency). for the previous vacation year. This does not include kilometer allowance.

10.02 VACATION CALCULATED

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

10.03 VACATION PAY UPON TERMINATION

Instructors 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 based on their taxable gross earning (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 Instructor 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, based on the Employment Standards Act of BC. Such designation shall be made at the time the Instructor schedules his holidays.

10.05 VACATION SCHEDULING

- (a) Vacations will be scheduled by seniority per classification, with it being understood that not more than one (1) Instructor per area can be away at any one time unless approved by Management. For vacation scheduling purposes, the areas are as follows:

North Vancouver
West Vancouver
Kitsilano/Point Grey/West End
Kerrisdale/Vancouver West Side
Vancouver East Side
Richmond

10.06 VACATION CARRY OVER

Instructors will be allowed to bank up to a maximum of one (1) weeks' vacation, which 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 Instructor's vacation leave.

All eligible Instructors 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 Instructors 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	

Each Instructor is entitled to three (3) floating holidays. Floating holidays shall be taken within the calendar year from January 1st to December 31st and cannot be rolled over to the following year.

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 COMPENSATION FOR TIME WORKED

Time and one half (1½ x) shall be paid for all hours worked on a Statutory Holiday in addition to payment for the Statutory Holiday.

11.04 INSTRUCTORS WORKING LESS THAN FULL-TIME

Instructors who have worked less than full-time hours 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 – INSURANCE AND FRINGE BENEFITS

12.01 BENEFIT PLAN

The Employer to pay the cost of the Benefit plan for all bargaining unit Instructors, to the Unifor Benefit Trust Plan, to provide Extended Health Dental and Life Insurance for the Instructors.

Effective Jan 23, 2021, the Employer will contribute one dollar and forty-one cents (\$1.41) per hour worked for all bargaining unit Instructors, to the Unifor Benefit Trust Plan, to provide Extended Health Dental and Life Insurance for the Instructors.

Effective Jan 1, 2022, the Employer will contribute one dollar and forty-three cents (\$1.43) per hour worked for all bargaining unit Instructors, to the Unifor Benefit Trust Plan, to provide Extended Health Dental and Life Insurance for the Instructors.

Effective Jan 1, 2023, the Employer will contribute one dollar and forty-five cents (\$1.45) per hour worked for all bargaining unit Instructors, to the Unifor Benefit Trust Plan, to provide Extended Health Dental and Life Insurance for the Instructors.

In the event some Instructors may fall short of having enough hours to qualify for benefit coverage, the Company will, if required, provide additional Instructors coverage, pay a maximum of six hundred dollars (\$600.00) per year to the Unifor Benefit Trust.

The Company will continue to report benefit hours, but will allow Instructors to carry forward hours to top up slower months and maintain coverage as per Letter of Understanding #3.

Should the BC Government re-instate the MSP premiums, the Employer shall pay half of the cost of MSP premiums for those Instructors who choose to participate.

12.02 CLOTHING/UNIFORM PROGRAM

Instructors will be provided with one hundred dollars (\$100.00) towards the annual purchase of their choice, of YD clothing through the YD clothing Program (YD clothing selector includes logo shirts, golf shirts, dress shirts, jerseys and jackets). Wearing YD clothing is a requirement for all driving Instructors and classroom Instructors 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 Instructor, 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

Instructors 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 Instructor 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. Instructors 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

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 Instructors personal leaves of absence.

ARTICLE 14 – SENIORITY

14.01 SENIORITY

- (a) **Seniority Principle** - The term “seniority” as used herein, shall have reference to an Instructor’s right to a job based upon his/her length of service with the Company providing he/she has 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 Instructor covered by this Agreement will be established after a probationary period of ninety (90) calendar days and shall be back dated to the Instructor’s date of hire.

14.02 SENIORITY STANDING WILL BE CANCELLED IF AN INSTRUCTOR:

- (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 Instructor’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 Instructors with seniority will be given the first opportunity to be recalled provided they have the qualifications and ability to fulfill the job requirements. Instructors will be notified of recall by telephone,

facsimile, or other type of message which will be confirmed by email and follow-up phone call. An Instructor 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 Instructors 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 – Instructor(s) on a bump shall be returned to their former job(s) prior to a recall, provided the said Instructor has more seniority than the laid off Instructor who has the ability to fulfill the job requirements.
- (c) Refusal of Recall – Less than fifteen (15) working days – An Instructor 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 or less. In the event the Instructor refuses a recall under this provision, the Instructor must wait for the next recall opportunity before being recalled.

14.04 NO NEW INSTRUCTORS HIRED

No new Instructor will be hired into a classification from which an Instructor has been laid-off unless the laid-off Instructor 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 seniority, or may confer and mutually agree with the Union upon a Plan for the equitable distribution of the available work. An Instructor who is subject to a layoff in his/her classification may bump an Instructor 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, Instructors 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 Instructors 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 Instructor who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with

the most senior Instructor, shall carry on downwards to the most junior Instructor, and will be emailed to the Union Representative and contain the following information:

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

14.08 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 – JOB POSTING AND JOB AWARDS

15.01 POSTING PROVISIONS

All job vacancies within the bargaining unit of more than thirty (30) days and all shift vacancies will be posted on all Company bulletin boards for three (3) working days. Copies of all job postings shall be sent by email to the Union office as well as to all Instructors.

15.02 PREFERENCE

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

15.03 INSTRUCTOR'S ABSENCE

If an Instructor is not at work for the following reasons, when a job is posted, he/she may apply for the job if he/she does so within three (3) working days of his/her 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 production requirements the Company must fill the job vacancy prior to the return of the Instructor, the Company will attempt to contact the Instructor by telephone and if necessary, by courier.

ARTICLE 16 – TECHNOLOGICAL CHANGE AND TRAINING

16.01 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 Instructors, notice shall be given to the Union and *Section 54 of the Labour Relations Code* shall apply.

16.02

In order to prevent the lay-off of a senior Instructor as a result of technological change, the Company will retrain the affected Instructor to retain his/her 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 17 – WAGES

17.01 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 Instructor, except for those Instructors “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.

17.02 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 classifications(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.

17.03 WORK IN HIGHER CLASSIFICATIONS

Instructors 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.

17.04 PAY DAYS

Wages shall be paid every second Friday with a maximum of five (5) working days' pay held back. Instructors 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.

17.05 PAY FOR TRAINING

Where the Company requires an Instructor to take a specified course or attend at a specified training session, the Instructor 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.

For classroom Instructors only, the current ICBC GLP five (5)-day classroom training program will be paid at fifty dollars (\$50.00) per day.

17.06 LICENCE RENEWAL

The Company agrees to pay the cost of the renewal of the Instructor's licence for all Instructors including the cost of the medical examination and eye examination.

ARTICLE 18 – GENERAL PROVISIONS

18.01 INSTRUCTOR'S MEETINGS

The Company agrees to hold Instructors' meetings a minimum of three (3) times each calendar year. Instructors will be paid for two (2) units or ninety (90) minutes.

18.02 SUBSTANCE ABUSE RECOVERY

The Parties agree that substance abuse if recognized to be a serious medical and social problem that can affect Instructors. The Company and the Union have a strong interest in encouraging early treatment and assisting Instructors towards full rehabilitation.

Any Instructor who suspects that they might have an emerging drug or alcohol problem is expected to seek appropriate treatment promptly.

The Company and the Union will work with the individual who requests accommodation in an effort to ensure that the measures taken are both effective and mutually agreeable, up to the point of undue hardship. Instructors are encouraged to communicate any need for accommodation to their immediate supervisor and to work with them in addressing the concern. The Company ensures the individual will not be disciplined for doing so and will maintain confidentiality and Instructor privacy.

18.03 INSTRUCTOR'S ROOM

The Company agrees to provide a computer and phone in the office, so that Instructors have access to both. Any abuse of this equipment or the service provided will result in removal of one or both.

ARTICLE 19 – PAID EDUCATION LEAVE

19.01

No later than March 15th of each calendar year during the term of this Agreement, the Company shall pay three hundred dollars (\$300.00) into a special fund for the purpose of providing paid education leave. The purpose of such leave will be to upgrade Instructor skills in all aspects of trade Union functions. Such payments will be sent to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON. M2H 0A8

ARTICLE 20 – DURATION OF AGREEMENT

20.01 DURATION OF AGREEMENT

This Agreement will be effective from January 21, 2021 through to and including November 30th, 2023, subject to the right of either party to this Collective Agreement, within the four (4) months immediately preceding the date of November 30th, 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.

20.02 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.

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 19.02 (a) above, there shall be no strike by the Union or lockout of Instructors by the Company.


SIGNATURES

Signed this 28th day of January, 2021.


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


Adam Lombardi


V-P, Marketing & Operations

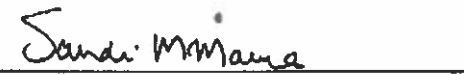

Emilio Lombardi
CEO

For the Union:
Unifor Local 3000


Sharon McLean
Committee person


Claudette Ross
Committee person


Brian Middleton
Local 3000 Representative


Sandi McManus
Unifor National Representative



APPENDIX "A" – WAGE RATES

<u>Classification</u>	<u>Effective January 21, 2021</u>
<u>Instructor</u>	
Year 1 & 2	\$15.00/unit*
Year 3 & 4 ½ years	\$16.00/unit*
Year 4 ½ +	\$18.00/ unit*
Classroom/Virtual/ITC Classroom Trainer	\$27.00/hour
Instructor Training Course (ITC) In-Car Trainer	\$25.00/hour*
*In-Car Mileage (after reimbursement)	\$0.44/km up to a max. 25km/unit
Union Orientation/Member/Steward	Two (2) units per person

LETTER OF UNDERSTANDING #1

BETWEEN:
BROADWAY DRIVING SCHOOL LTD.
(YOUNG DRIVERS OF CANADA)
AND:
UNIFOR LOCAL 3000

RE: UNIFOR BENEFIT TRUST HOURS

The Company will continue to report benefit hours, but will allow Instructors to carry forward hours to top up slower months and maintain coverage. If after six (6) months, the Company or the Union determines that the program is not working, they will revisit the proposal at that time. The following terms will be applied:

- Hours will continue to be calculated after each pay period. Periods, falling in the month paid out will be reported to Unifor Benefit Trust as the monthly totals.
- Hours will be calculated after each month and the Company will report them to all Instructors within the first five (5) business days of the following month.
- Instructors will have to request hours to be banked back within five (5) additional business days, by email, before 12:00 p.m. on the 10th business day of the following month.
- In the event that they are over-qualified for top tier (360 + hours in rolling three (3) month total) they can opt to carry hours forward and add to another month prior to the benefit increases in a one (1) year rolling bank. The Company proposes that the hours will be used prior to the end of June the following year.
- This will not include vacations, float days, bereavement or other time off currently reported by Instructors. Instructors will continue to report all their time off prior to the end of the month or when benefit hours are submitted.
- Instructors can bank hours in increments of no less than three (3) hours per month. No partial hours or individual lessons (calculated at .75 hours) can be banked.
- Union members must first qualify for benefits by accumulating two hundred and forty (240) hours within a three (3) month period before the hours can begin to be banked, usually after the first three (3) months of employment.
- Eye-wear to be increased from two hundred dollars (\$200.00) to four hundred dollars (\$400.00) every twenty-four (24) months.

Collective Agreement Between Broadway Driving School and Unifor Local 3000

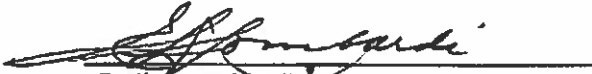
Signatures for LOU #1

Signed this 28th day of January, 2021.

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

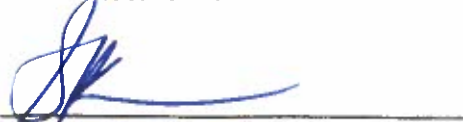


Adam Lombardi
V-P, Marketing & Operations

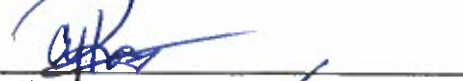


Emilio Lombardi
CEO

For the Union:
Unifor Local 3000



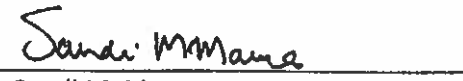
Sharon McLean
Committeeperson



Claudette Ross
Committeeperson



Brian Middleton
Local 3000 Representative



Sandi McManus
Unifor National Representative



LETTER OF UNDERSTANDING #2

BETWEEN:
BROADWAY DRIVING SCHOOL LTD.
(YOUNG DRIVERS OF CANADA)

AND:
UNIFOR LOCAL 3000

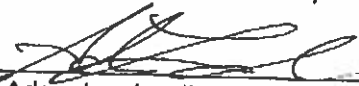
RE: **EVASIVE MANEUVERS**

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. If locations are not provided, Instructors will not be obligated to perform the cone maneuvers.

Signed this 28th day of January, 2021.

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

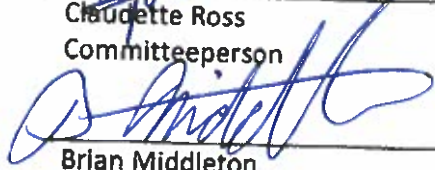

Adam Lombardi
V-P, Marketing & Operations

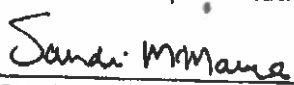

Emilio Lombardi
CEO

For the Union:
Unifor Local 3000


Sharon McLean
Committeeperson


Claudette Ross
Committeeperson


Brian Middleton
Local 3000 Representative


Sandi McManus
Unifor National Representative

LETTER OF UNDERSTANDING #3

BETWEEN:
BROADWAY DRIVING SCHOOL LTD.
(YOUNG DRIVERS OF CANADA)
AND:
UNIFOR LOCAL 3000

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 28th day of January, 2021.


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

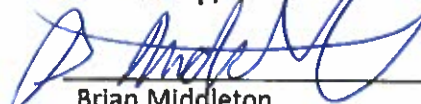

Adam Lombardi
V-P, Marketing & Operations

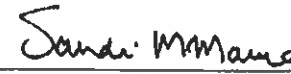

Emilio Lombardi
CEO

For the Union:
Unifor Local 3000


Sharon McLean
Committeeperson


Claudette Ross
Committeeperson


Brian Middleton
Local 3000 Representative


Sandi McManus
Unifor National Representative

EL

LETTER OF UNDERSTANDING #4

BETWEEN:
BROADWAY DRIVING SCHOOL LTD.
(YOUNG DRIVERS OF CANADA)
AND:
UNIFOR LOCAL 3000

RE: **APPENDIX "A" - WAGE RATES – KM REIMBURSEMENT**

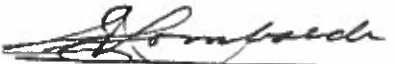
This Letter of Understanding will confirm that Instructors will earn and be paid for a set amount of 25km/unit or lesson at the rate agreed upon in the CBA.

Signed this 28th day of January, 2021.

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

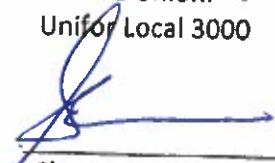


Adam Lombardi
V-P, Marketing & Operations




Emilio Lombardi
CEO

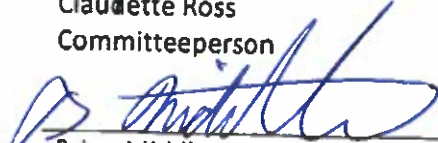
For the Union:
Unifor Local 3000



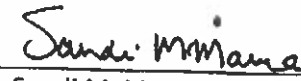
Sharon McLean
Committeeperson



Claudette Ross
Committeeperson



Brian Middleton
Local 3000 Representative



Sandi McManus
Unifor National Representative



LETTER OF UNDERSTANDING #5

BETWEEN:
BROADWAY DRIVING SCHOOL LTD.
(YOUNG DRIVERS OF CANADA)
AND:
UNIFOR LOCAL 3000


RE: **COLLECTIVE AGREEMENT EFFECTIVE DATE OF RATIFICATION**

It is also agreed and understood that Instructors will have until April 01, 2021 to purchase their own vehicle.

Signed this 28th day of January, 2021.

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


Adam Lombardi
V-P, Marketing & Operations


Emilio Lombardi
CEO

For the Union:
Unifor Local 3000


Sharon McLean
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