

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AEROCAR SERVICES LTD.  
HIGHEND LIMOUSINE SERVICES LTD.  
632226 B.C. LTD.  
0935143 B.C. LTD.**

**aerocar**  
SERVICE

**AND**

**TEAMSTERS LOCAL UNION NO. 31**



**MAY 7, 2018 TO MAY 6, 2021**

**AEROCAR SERVICES LTD.; HIGHEND LIMOUSINE SERVICES LTD.; 632226 B.C.  
LTD., AND 0935143 B.C. LTD.  
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## **Collective Agreement BRITISH COLUMBIA**

**BETWEEN:** AEROCAR SERVICES LTD.; HIGHEND LIMOUSINE SERVICES LTD.; 632226 B.C. LTD., AND 0935143 B.C. LD.  
**(The Company)**

The logo for Aerocar Service, featuring the word "aerocar" in a lowercase, sans-serif font above the word "SERVICE" in a smaller, uppercase, sans-serif font. The logo is centered within a light gray rectangular box.

**AND:** TEAMSTERS LOCAL UNION NO. 31  
**(The Union)**



### **PREAMBLE**

The Union, the Company and the dependent contractors covered by this Agreement recognize a mutual obligation to cooperate fully, individually and collectively to advance the interests of the Company and those employed by it.

### **ARTICLE 1 - PURPOSE**

The purposes of this Agreement are:

- (a) to establish the terms and conditions of employment for dependent contractors of the Company; to set out the rights of the Union and the Company; and
- (b) to establish a procedure for the settlement of disputes between the parties arising from the application or interpretation of this Agreement, the discipline or discharge of a dependent contractor covered by this Agreement.

When interpreting this Agreement note:

- (c) whenever the masculine gender is used in this Agreement, it shall be deemed to mean the feminine as well; and
- (d) Days – Wherever days are stated they shall be calendar days unless otherwise specified

## ARTICLE 2 - UNION RIGHTS AND RECOGNITION

### 2.01 Bargaining Unit

The Bargaining Unit is comprised of all dependent contractors or categories of dependent contractors referred to in the Certificate of Bargaining Authority as varied from time to time by the Labour Relations Board of British Columbia, and any other dependent contractors included by mutual agreement between the parties.

### 2.02 Bargaining Authority

The Company recognizes that the Teamsters Local Union No. 31, affiliated with the International Brotherhood of Teamsters, as the sole Bargaining Agent for the dependent contractors as set out in the Certifications issued by the Labour Relations Board of British Columbia.

The Company agrees not to enter into any agreement or contract with dependent contractors of the Company, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement without the consent of the Union.

### 2.03 Union Security

The Company will require as a condition of employment or continued employment that all dependent contractors within the bargaining unit:

- (a) become and remain members in good standing of the Union; and
- (b) complete and sign an authorization card, provided by the Union, authorizing the Company to deduct from his earnings any Union initiation fees, dues or assessments levied in accordance with the Constitution and By-Laws of the Union.

### 2.04 Union Dues

- (a) The Company shall remit to the Union the initiation fees, dues and/or assessments deducted pursuant to 2.03, not later than fifteen days following the date the deduction was made.
- (b) The Company shall provide a current list of dependent contractors from whom deductions have been made.

### 2.05 Compensation for Claims

The Union agrees to indemnify and hold the Company harmless from any claims and/or liability that may arise out of action taken by the Company for the purpose of withholding the dues as provided for in this article.

### 2.06 Bargaining Unit Work

Every motor vehicle and every piece of mobile equipment used by the Company, whether owned by or hired by the Company or leased to or by it or howsoever, shall be operated by dependent contractors of the Company, members of the Union.

The Union acknowledges that in rare circumstances the Company motor vehicles and mobile equipment may be used for other commercial purposes, excluding the transportation of passengers. In the event that this causes any displacement of dependent contractors, they will be provided an alternate vehicle, or if none are available, compensated at an hourly rate compensated for such time.

### 2.07 Contracting Out

The Company agrees not to contract out any work normally performed by dependent contractors covered by this Agreement if any dependent contractor is on lay-off for lack of work at the time such contracting out is introduced or if the contracting out would cause the lay-off of any dependent contractor.

### 2.08 Bulletin Boards

The Company will provide bulletin boards in the Drivers Room for the posting of this Agreement and for such notices as the Union or Company may wish to post. Union notices shall be posted and signed by an authorized representative of the Union.

### 2.09 Union Insignia

All dependent contractors covered by the collective agreement will be allowed to wear a Teamsters Union lapel pin.

### 2.10 Stewards and Inspection Rights

- (a) Authorized agents of the Union will request, with 24 hour prior written notice, to have access to the Company's establishments during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule. The Company can, within a reasonable time of the request, propose a rescheduled date at their earliest convenience. If the inspection is deemed an emergency, a prior written notice will be sufficient.
- (b) All investigations have to be associated to the localized incident on hand and the company shall allow access within reason and not be held unless the information requested is corporate confidential.

- (c) The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those dependent contractor so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union immediately upon the dismissal of a Shop Steward and, upon the Union's request, give the reason in writing.
- (d) Shop Stewards will process Steps 1 and 2 in the Grievance Procedure and where possible, if it does not interfere with efficient operations, such participation will take place during the regular working shift.

### 2.11 Union Right of Collection

In the event the Company fails to remit Dues as required by this Agreement, the Company shall be liable for interest.

### 2.12 Safety Conditions - Maintenance of Equipment

It is to the mutual advantage of both the Company and the dependent contractor that dependent contractors shall not operate vehicles which are not in safe operating condition. No dependent contractor will be required to operate equipment on public streets that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment; i.e. brakes, steering, adequate mirrors, signal lights or other lighting equipment.

## **ARTICLE 3 - TECHNOLOGICAL CHANGE**

### 3.01 Definition

Technological and mechanical changes shall be defined to mean the introduction and utilization of vehicular and other equipment changes which have not previously been used with the bargaining unit by the Company and the use of which results in the termination or the laying off of dependent contractors.

### 3.02 Recognition by Parties

All Parties to this Agreement recognize that technological and mechanical changes that result in the increased efficiency and productivity must be encouraged and further, that all Parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

### 3.03 Prior Notification

The Company shall provide the Union with reasonable notice, and not less than thirty (30) calendar days prior to the introduction of technological or mechanical changes and the matter shall immediately become the topic of general discussion and consultation between the Company and the Union, and particularly in regard to:

- (a) The effect such changes will have on the number of dependent contractors within the bargaining unit.

(b) The probable effect on working conditions.

(c) Any changes in job classifications.

#### 3.04 Dislocated Dependent Contractors

In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of dependent contractors, such reductions, demotions or promotions shall be done in accordance with the provisions of Article 7, Seniority, as contained herein.

#### 3.05 Retraining and Upgrading

The Parties jointly and individually will undertake with the assistance of Employment and Immigration Canada and through recognized provincial or local adult training programs, if necessary, to retain and upgrade dependent contractors to enable them to become qualified and capable of performing new jobs resulting from or created by the technological or mechanical change.

#### 3.06 New Equipment or Classifications

Prior to any new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, (a) the Company shall provide the Union with reasonable notice, and (b) not less than thirty (30) days prior to implementation, the matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment, and (c) the Company and the Union shall finalize within sixty (60) days after such implementation a rate to be established and such rate to be retroactive to date of implementation.

### **ARTICLE 4 - TRANSFER OF BUSINESS**

#### 4.01 Notification

The Company shall notify the Union in the event the business or any substantial part thereof, is sold, leased or otherwise transferred not later than the effective date of the sale, lease or transfer.

#### 4.02 Disclosure

The Company agrees to disclose the existence of this Agreement, the Union's bargaining authority and the existence of legislative successor rights to any purchaser.

### **ARTICLE 5 - JOB SECURITY**

#### 5.01 Lay-off

In the event of a reduction of work, dependent contractors shall be laid off in reverse order of seniority provided the remaining dependent contractors are qualified and capable of performing the remaining work provided he has been given an opportunity to demonstrate his capability.

## 5.02 Recall

When the Company tries to contact any dependent contractor who is either on lay-off in excess of two weeks or has failed to report for duty within twenty-four (24) hours of contact and cannot be contacted by telephone regarding his availability for employment, the Company will then make final contact by registered mail with a copy to the Union and will be allowed seven (7) consecutive days from receipt or attempted delivery date to report for work. dependent contractors must keep the Company notified of correct address and phone number at all times. Failure to then contact the Company with sufficient justification may then constitute grounds for dismissal.

## 5.03 Seniority

- a) Seniority shall be calculated from a dependent contractor's date of hire and has retained his seniority through any preceding lay-off. When more than one dependent contractor is hired on the same day, those said dependent contractor's seniority will be decided, in the presence of a shop steward, by luck of draw.
- b) When a dependent contractor's vehicle is out of service for mechanical, servicing, inspections etc., the dependent contractor will have the option of bumping the most junior dependent contractor's vehicle.
- c) Seniority and vehicle type requirements will determine start times/shift schedule when established by the Company.
- d) Upon ratification, dependent contractors will retain the use of their current vehicles throughout the term of this agreement.
- e) When new equipment is provided by the Company, the dependent contractor(s) may sign their name on a new equipment posting. Such posting will be located inside the Driver's Room.. Management will select the appropriate candidate by taking into reasonable consideration the balance of the following criteria; within such consideration, emphasis shall be placed on seniority as a governing factor:
  - i. Seniority
  - ii. Driver Record (ICBC claim history)
  - iii. Provincial Driver Record (Driver's abstract)
  - iv. Hours Worked/Schedule
  - v. Vehicle Downtime, effective use of company equipment, and cleanliness
  - vi. Driver discipline
- f) General Dispatch Rules
  1. Dependent contractors will be dispatched in zone que order.
  2. A dependent contractor will be in que once he has cleared the previous customer and is ready to accept another customer.



3. Where multiple dependent contractors are in que in a zone, dispatch will be given in sequential order by the earliest time of zone que arrival.

#### 5.04 Seniority Units

In all areas, seniority shall be branch wide.

- a) City operation

#### 5.05 Seniority Lists

The Company will post and maintain seniority lists and provide copies of the current list to the Union in July and January.

#### 5.06 Loss of Seniority

A dependent contractor will lose his seniority when he:

- (a) Is discharged for cause, or
- (b) retires, or
- (c) resigns, or
- (d) is on lay-off more than twelve (12) months and has less than five (5) years of seniority or is on lay-off more than eighteen (18) months and has more than five (5) years of seniority, or
- (e) fails to report for duty after being recalled, or
- (f) cannot be contacted for recall as per Article 5.2
- (g) is absent without leave or reasonable excuse for three (3) consecutive working days, or
- (h) accepts a position outside of the bargaining unit, with the prior written consent of the Company, and does not return to the bargaining unit within ninety (90) days, or
- (i) applies for on his own volition and receives a Union withdrawal card.

### **ARTICLE 6 - LEAVE OF ABSENCE**

#### 6.01 Leave of Absence

When the requirements of the Company's services will permit any dependent contractor hereunder upon written application to the Company with a copy of said application to the Union may, if approved by the Company be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days.

- i. Upon request and after utilizing their entitled vacation days, a dependent contractor may be granted up to thirty (30) days leave of absence. When considered by the Company, approval or rejection is to be given in writing with a copy to the Union within thirty (30) calendar days and if approved such approval may not be withdrawn except by mutual consent of the dependent contractor and the Company. Under such leaves the dependent contractor will retain and accrue seniority only.
- ii. Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union in writing and seniority will accrue during such extensions.
- iii. Any dependent contractor hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as a dependent contractor of the Company.
- iv. If an dependent contractor, employed in a classification requiring a drivers license, suffers the revocation of his drivers license, he will be re-classified provided he is capable and work is available and such work will not result in the bumping of regular dependent contractors. If such dependent contractors cannot be re-classified, the Company may grant a leave of absence to such a dependent contractor who has suffered a revocation of his driver's license of up to twelve (12) months duration in writing with a copy to the Union.
- v. Any dependent contractor requesting leave of absence for compassionate reasons shall provide supporting documentation if requested by the Company, and will not be unreasonably be denied such request (Example: Illness, birth, death or marriage).
- vi. If a regular dependent contractor for certified health reasons is unable to perform the work in his regular job, he will be re-classified according to his seniority and capability to perform work in another classification if it exists within the Company. The dependent contractor must provide a valid medical opinion of his physical and/or mental ability to perform the new job in accordance with the provisions of this Agreement as it relates to Company required medical examinations.
  - a) When a dependent contractor within the bargaining unit covered by this Agreement receives a leave of absence in writing with a copy to the Union to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the bargaining unit, provided he provides notice to the Union in writing prior to the dependent contractor leaving the bargaining unit for any period of time. The starting date of such an appointment shall be posted in the Driver Room.

Dependent contractors who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of the Collective Agreement but shall not perform any duties covered by the bargaining unit. The successful appointee shall not have the right to hire and fire during the ninety (90) day leave of absence.

Not later than on the ninetieth (90) calendar day of this period, the dependent contractor must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the dependent contractor return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

6.02 Bereavement Leave

- (a) A dependent contractor is entitled to five (5) days leave of absence upon the death of his spouse, mother, father, sons, stepsons, daughters, stepdaughters, brothers, sisters, mother-in-law, father-in-law, grandmothers, grandfathers, or step-mother or step-father having the status of mother or father.
- (b) A dependent contractor is entitled upon written request and twenty-four (24) hours' notice to leave of absence for the purpose of attending a funeral provided such leave does not interfere with the efficient operation of the business.

6.03 Medical Examination Leave

- (a) A dependent contractor shall be entitled to leave for the purpose of attending a Company or Government required medical or physical examination during working hours.
- (b) When the Company requires a dependent contractor to submit to a medical examination, the dependent contractor will do so at the Company's expense. All Government required Medical or Physical examinations will be at the dependent contractor's expense.

**ARTICLE 7 - VACATION**

7.01 Anniversary Year

A dependent contractor's vacation entitlement shall be calculated on a calendar year basis January 1 to December 31.

7.02 Entitlement

A dependent contractor may choose to take unpaid annual vacation entitlement as follows:

Years of Employment	Entitlement
Second and Third	10 days
Fourth to Ninth	15 days
Tenth to Fifteenth	20 days
More than Fifteen	25 days

7.03 Vacation Schedule

- (a) Dependent contractors shall be granted their vacation in order of their seniority subject to the efficient operation of the business.

- (b) The Company shall post a schedule for dependent contractor's to select their vacation on January 1, and dependent contractors shall indicate their selection not later than March 31.
- (c) The Company shall review the selections and post an approved schedule not later than April 30. An approved schedule may not be changed except by mutual agreement between the Company and the dependent contractors affected.
- (d) A calendar year shall constitute a year of service

**ARTICLE 8 - STATUTORY HOLIDAYS**

- (a) The following have been designated statutory holidays:

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

In the event a General Holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a General Holiday.

- a) In the event a holiday falls on a dependent contractor's regular day off the day designated by the Company preceding or following may be taken off in lieu.
- b) Holidays falling during a dependent contractor's vacation may be scheduled on the day preceding or the day following the vacation at the time the vacation is scheduled.
- c) If there are no volunteers, the Company will assign dependent contractors to work in reverse seniority order. If so, the dependent contractor may choose to take a day in lieu of.

**ARTICLE 9 – SHIFT SCHEDULES**

Where shift schedules are introduced, the Company will immediately meet with the Union to implement terms and conditions. Dependent Contractors must work no less than 9 hours a shift, unless receiving management approval.

**9.01 After Shift Call Back**

A dependent contractor that has been called back to work by the Company after completing his regular shift or is on a day of rest including holiday(s) will have the option to decline the call back and shall not be disciplined.

## **ARTICLE 10 - MEAL AND REST BREAKS**

### **10.01 Meal Period**

- a) Dependent contractors shall have one scheduled meal period scheduled as closely as practical to the middle of their shift. The meal period shall be not less than thirty (30) minutes.
- b) The dependent contractor will notify dispatch when he starts and finishes his meal period.

### **10.02 Rest Breaks**

- a) Dependent contractors shall have a fifteen (15) minute rest break in the first and second half of each shift.
- b) The dependent contractor will notify dispatch when he starts and finishes his rest breaks.

## **ARTICLE 11 - PAY PERIODS**

### **11.01 Weekly**

Dependent contractors shall be paid weekly on Friday all revenue earned during the one week period ending on the proceeding. The Company can change to a two week pay period provided there is a financial need and the Company provides the Union with 30 days' notice. The Company will make every reasonable attempt to maintain and/or return to the one week pay period.

In the event the Company has notified the union of the temporary need to change to a two week pay period, the Company will provide a lump sum of \$150 dollar to the dependent contractors on the Friday of the first week within the pay period to cover the cost of fuel. This will continue until the Company reverts back to the one week pay period.

The Company will pay the dependent contractor the difference in revenue split inclusive of the pay period.

### **11.02 Statement**

The Company will provide dependent contractors with a separate itemized statement of earnings and deductions with their pay cheese.

The statement shall include:

- (a) the dates of the pay period;
- (b) total revenue;
- (c) union dues

#### 11.03 Pay on Termination

A dependent contractors shall be paid all monies owing to a dependent contractors terminating employment as soon as possible and not more than seven (7) days from the last day worked.

#### 11.04 Error in Pay

If the Company makes an error in a dependent contractor's pay, by failing to account for tips and fares completed by that dependent contractor during a pay period, the Company shall pay the outstanding balance within 3 business days upon notification. All other pay errors will be corrected no later than the next pay period.

#### 11.05 Unauthorized Deductions

No deductions will be made from a dependent contractors' pay which are not authorized by the dependent contractors' required by law or as otherwise authorized by this collective agreement.

#### 11.06 Traffic Violations

- (a) Where a dependent contractor receives a parking ticket by reasons of having followed the instructions of the Company, and can provide physical evidence of these instructions (i.e. text message, email, photo of DDS screen), the Company shall be responsible for payment of the parking ticket. The dependent contractor must provide any such ticket to the Company within seven (7) days of its receipt.
- (b) Contraventions or violations of other laws or regulations occurring will be the sole responsibility of the dependent contractor.

### **ARTICLE 12 - SAFETY**

#### 12.01 Occupational Health and Safety Regulations

The Company will comply with all Regulations governing occupational health and safety including, without limiting the generality of the foregoing, the Worksafe BC Occupational Health and Safety Regulations and the Motor Vehicle Act and Regulations.

#### 12.02 Dependent Contractor Responsibility

Dependent contractors shall inspect their vehicle before every shift and are responsible to report all mechanical or safety defects on Company equipment to the Company. Additionally, dependent contractors shall report all accidents, whether or not they result in damage or injury to the Company, as soon as reasonably possible in the form and manner prescribed by the Company.

## **ARTICLE 13 - MANAGEMENT RIGHTS**

- (a) The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by dependent contractors, which rules and regulations shall not be inconsistent with this Agreement.
  
- (b) The Company shall always have the right to:
  - a. hire, direct and assign work to dependent contractor;
  - b. promote, demote, transfer, lay off, or recall dependent contractor;
  - c. discipline and discharge dependent contractor for just and reasonable cause;
  - d. evaluate job performance;
  - e. establish new job classifications;
  - f. establish job requirements, including the determination of the relevant work experience, skills, abilities, training and qualifications required to perform the work;
  - g. establish, maintain and enforce rules and regulations that are not inconsistent with this Agreement;
  - h. maintain order, discipline and efficiency; and
  - i. determine the methods of operation, the rates of service, the amount of supervision, and the number of dependent contractor required at any given time.
  
- (c) Nothing contained in this Agreement will be deemed to obligate the Company to continue to operate any of its terminals, operations, properties or any of its parts thereof. However, the Company will provide sixty (60) days advance notice if possible to the directly affected dependent contractors and the Union of the termination of runs or a terminal closure.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION**

### **14.01 Grievance Procedure**

The Company and the Union agree that it is the purpose of the grievance procedure to amicably settle any complaint(s) and disagreement(s) concerning the dependent contractor(s), the Union and the Company, without, so far as is possible, resorting to arbitration.

Whenever any dispute arises between the Company and the Union or between the Company and one or more dependent contractors, the dependent contractors shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time limits to institute this Grievance Procedure must be done no later than:

- (a) Termination or lay-off- ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar days.

In any dispute over a pay cheque or pay statement or any matter thereon, the time limit shall be calculated from the date the dependent contractor received the pay cheque or pay statement.

#### Step 1.

Any grievance of a dependent contractor shall first be taken up between such dependent contractor and the Company supervisor, however, the dependent contractor will be entitled to be represented by a shop steward or a Union representative,

#### Step 2:

Failing settlement under Step 1., such grievance shall be presented to the Company in the authorized union grievance form and taken up between a representative of the Union or a shop steward and the Company supervisor.

#### Step 3:

Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

#### Step 4:

Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

#### 14.02 Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

#### 14.03 Arbitrator's Decision

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing, and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter, or change any provisions of this Agreement

#### 14.04 Costs

The cost of the arbitrator will be borne equally by the Union and by the Company.

#### 14.05 Sunset Clause

Any discipline over a period of twelve (12) months of service will not be used to compound any other disciplinary action against the dependent contractor and removed from his file.



#### 14.06 Discipline to be Timely

The Company is obligated to invoke any discipline within 14 days of the Company becoming aware of the incident. If discipline is not enacted within the 14 days of discovery, the discipline is deemed revoked.

### **ARTICLE 15 - GENERAL**

#### 15.01 Picket Lines

It shall not be a violation of this Agreement or cause for discipline for any dependent contractor to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company as soon as possible of picket lines that will affect the Company's operations.

#### 15.02 No Strike or Lockout

There will be no strike, lockout, or slowdown whether sympathetic or otherwise during the term of this Agreement.

#### 15.03 Savings Clause

- (a) If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 19.

#### 15.04 Marginal Notations

The marginal section and article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement

**ARTICLE 16 - WAGES**

**16.01 Wages**

The revenue shall be those set out in Appendix "A" of this Agreement.

**16.02 Maintenance of Standards**

The Company agrees that all conditions of dependent contractor's employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement except where specifically changed in this Agreement.

**ARTICLE 17 - TERM OF AGREEMENT**

This Agreement shall be for the period from and including Date of Ratification to and including May 6, 2021. Either Party to this Agreement may, within four months immediately preceding May 6, 2021 give to the other Party written notice to commence collective bargaining.

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code including the right to strike or lockout the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties mutual consent during the period that the Union remains the bargaining agent for the dependent contractors identified in this Agreement. The parties agree that Section 50 of the Labour Relations Code shall be excluded.

DATED this 7<sup>th</sup> day of May, 2018

IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

FOR THE COMPANY

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

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 7 MAY 2018

## **APPENDIX “A” WAGE SCHEDULE**

- Upon ratification: 45% revenue split will be paid to the dependent contractor in accordance with all trip fares.
- The Company will cap discounts on flat rates for account customers at 10%.

### **Non Traditional Vehicle Rate**

- For dependent contractors using **electric vehicles**, which results in the removal of fuel expenses, the revenue split allocation will be 35% to the dependent contractor(s).
- For dependent contractors using **hybrid vehicles**, which results in a reduction on fuel expenses, the revenue split allocation will be 40% to the dependent contractor(s)

- 
1. Newly hired dependent contractors will be required to pay a one-time vehicle security deposit of \$2,500 at the commencement of employment. Existing dependent contractors who apply to use an electric vehicle will be required to pay a one-time vehicle security deposit of \$1,000, with a vehicle security deposit balance not to exceed \$2,500. All vehicle security deposit monies remaining will be repaid upon termination, resignation or retirement. Any further infractions will be subject to progressive discipline.
  2. The Meet and Greet \$50 fee will be included in the trip fare and split to the dependent contractor in accordance with the revenue split. The dependent contractor is required to wait up to one hour (60 minutes) for domestic arrivals and one and a half (90 minutes) hour for international arrivals.
  3. Wait time is \$1.00 per minute after (10) minutes and will be paid to the dependent contractors in accordance with the revenue split.
  4. Dependent Contractor will not pay insurance deposits, deductibles or any other fees unless otherwise stated elsewhere in this collective agreement.
  5. Van drivers shall be paid an hourly rate of \$18 an hour. All other costs will be paid by the Company.
  6. All gratuity will be paid to the drivers for online booking and/or Account services.
  7. All vehicle maintenance and other related vehicle care will be paid by the Company except for fuel and washes which will be the responsibility of the dependent contractor.